

LOWNDES COUNTY BOARD OF COMMISSIONERS
PROPOSED AGENDA
WORK SESSION, MONDAY, NOVEMBER 11, 2019, 8:30 AM
REGULAR SESSION, TUESDAY, NOVEMBER 12, 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. October 21, 2019 Work Session Minutes & October 22, 2019 Regular Session Minutes
Recommended Action: Approve
Documents:
- 5. Public Hearing**
 - a. Revision of the County Occupation Tax Ordinance
Recommended Action: Adopt
Documents:
- 6. For Consideration**
 - a. Solicitor-General's VOCA Continuation Grant
Recommended Action: Approve
Documents:
 - b. Solicitor-General's Office VAWA Continuation Grant Application
Recommended Action: Approve
Documents:
 - c. Approval of DA's Federal VOCA Grant Application Renewal
Recommended Action: Approve
Documents:
 - d. Georgia Department of Transportation Local Maintenance & Improvement Grant (LMIG)
Recommended Action: Board's pleasure
Documents:
 - e. Grant Re-Application for the Rural Transportation Program and Associated Resolution
Recommended Action: Approve
Documents:

- f. Approval of the Submittal Resolution for the CDBG-EIP Grant Application for Street Paving and Drainage Improvements to Support the Arglass Project
Recommended Action: Approve
Documents:
- g. A Resolution to Support Eliminating Through Tractor Trailer Truck Traffic Downtown
Recommended Action: Adopt
Documents:
- h. Transfer of Chitty Park to Parks and Recreation Authority
Recommended Action: Approve
Documents:
- i. Greater Lowndes Planning Commission Joint Ordinance / Agreement
Recommended Action: Board's pleasure
Documents:
- j. Hart Road Lift Station Pump
Recommended Action: Approve
Documents:

7. Bid

- a. Bids for Lowndes County Judicial and Administrative Complex Roof Cleaning
Recommended Action: Approve
Documents:
- b. Bids for a New Generator for 911
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: Revision of the County Occupation Tax Ordinance

Work Session/Regular Session

DATE OF MEETING: November 12, 2019

BUDGET IMPACT:

FUNDING SOURCE:

() Annual

() Capital

(X) N/A

() SPLOST

() TSPLOST

COUNTY ACTION REQUESTED ON: Revision of the County Occupation Tax Ordinance

HISTORY, FACTS AND ISSUES: Staff has been working with the County Attorney to review and revise the Occupation Tax Ordinance. The current ordinance was written during the 1990s and is outdated. The new ordinance provides revisions that ensure compliance with state law, corrects inconsistencies and better outlines requirements and enforcement.

OPTIONS: 1. Adoption of the Lowndes County Occupation Tax Ordinance
2. Board's Pleasure

RECOMMENDED ACTION: Adopt

DEPARTMENT: Finance

DEPARTMENT HEAD: Stephanie Black

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

**LOWNDES COUNTY
OCCUPATION TAX ORDINANCE**

IT IS HEREBY ORDAINED by the Board of Commissioners of Lowndes County, pursuant to the authority vested in such Board of Commissioners by law, and in particular Article 1, Chapter 13, Title 48 of the Official Code of Georgia Annotated, as follows:

Article I

GENERAL PROVISIONS

Section 1 Purpose and Scope of Tax

The occupation tax imposed and levied in and by this Ordinance is for revenue purposes only and is not for regulatory purposes, nor is the payment of the occupation tax made a condition precedent to the practice of any such profession, trade or calling. The occupation tax imposed and levied in and by this Ordinance only applies to those businesses, trades, professions, occupations, and practitioners of professions and occupations which are covered by the provisions of O.C.G.A. Sections 48-13-5 through 48-13-29. All other applicable businesses, trades, professions, occupations, and practitioners of professions and occupations are taxed by the Board of Commissioners pursuant to pertinent general state and local laws. The payment of any occupation tax levied by this Ordinance shall not constitute a grant, authorization or requirement to engage in a business, trade, profession, or occupation; nor shall any such payment of any occupation tax constitute a waiver of any regulation, ordinance, or rule that otherwise might apply. Except as provided for herein, the occupation tax and administrative fee imposed by this Ordinance shall be in addition to any other tax or charge as may be imposed by applicable law.

Section 2 Occupation Tax Imposed on Businesses in Lowndes County Subject to Applicable Regulations and Requirements

For the year 1995 and succeeding years thereafter, there is hereby imposed and levied upon each person engaged in any business, trade, profession, or occupation in unincorporated Lowndes County, Georgia, whether with a location in unincorporated Lowndes County or an out-of-state business with no location or office in Georgia in accordance with O.C.G.A. § 48-13-7, an occupation tax for such business, trade, profession or occupation which are covered by the provisions of O.C.G.A. Sections 48-13-5 through 48-13-29.

Section 3 Construction of Terms; Definitions

- (A) Wherever the term "*Lowndes County*" or "*County*" is used herein, except where the context clearly indicates a different meaning, such term shall be construed to mean: (i) in the context of the Lowndes County government, it shall mean the Board of Commissioners of Lowndes County and its employees and staff; and (ii) in the context of a geographic area, it shall mean the unincorporated area of Lowndes County, Georgia.

- (B) For convenience in sentence construction, use of the male pronoun has been selected; however, the term "he", "his", or any other masculine usage may be construed as "she", "her", or any other feminine usage, or as "it", "its" or any neutral usage, as may be appropriate in each case.
- (C) Unless otherwise specified, references in this Ordinance to sections, subsections, paragraphs, etc. are to those of this Ordinance.
- (D) As used in this Ordinance, unless the context clearly indicates otherwise, the term:
 - (1) *Administrative fee* means a component of the occupation tax which approximates the reasonable cost of handling and processing the occupation tax.
 - (2) *Applicant* means any natural person, 18 years of age or older, who is making application for an occupation tax certificate, or filing an occupation tax return, on behalf of an individual, business, corporation, partnership, or other private entity.
 - (3) *Application* means an application on a form provided by the Finance Director for an occupation tax certificate.
 - (4) *Business* means any business, trade, profession, occupation, practitioner, avocation, or calling of any kind or nature for gain or profit, directly or indirectly.
 - (5) *Board of Commissioners, Commissioners or Commission* means the Board of Commissioners of Lowndes County.
 - (6) *Disabled veteran* means a person who has served in the armed services of the United States and was terminated under conditions other than dishonorable. In addition such "disabled veteran" must provide certification by the U.S. Department of Veteran Affairs as being twenty-five (25) or more percent disabled in line of duty service during peace-time or ten (10) or more percent disabled in line of duty service during war-time as set forth in O.C.G.A. 43-12-2; with further certification that such disability is likely to be permanent and continuing.
 - (7) *Dominant line* means the type of business within a multiple line business from which the greatest dollar amount of net income or profit is derived.
 - (8) *Employee* means an individual whose work is performed under the direction and supervision of the employer and whose employer withholds FICA, federal income tax, or state income tax from such individual's compensation or whose employer issues to such individual for purposes of documenting compensation a form IRS W-2 but not a form IRS 1099. An individual who performs work under the direction and supervision of one business or practitioner in accordance with the terms of a contract or agreement with another business which recruits such individual as-is an employee of the business or practitioner which issues to such individual for purposes of documenting compensation a form IRS W-2.

- (9) *Engaged in business* means any person, whether acting as an owner, operator or agent in any business within Lowndes County, engaged in business when performing any act of selling any goods or services, soliciting business or offering goods or services for sale for payment or other consideration in an attempt to make a profit, including sales or services of a wholesaler, retailer or manufacturer.
- (10) (a) *Gross receipts* means the total revenue of the business or practitioner for the period, including without being limited to the following:
- (i) Total income without deduction for the cost of goods or expenses incurred;
 - (ii) Gain from trading in stocks, bonds, capital assets, or instruments of indebtedness;
 - (iii) Proceeds from commissions on the sale of property, goods, or services;
 - (iv) Proceeds from fees charged for services rendered; and
 - (v) Proceeds from rent, interest, royalty, or dividend income.
- (b) *Gross receipts* shall not include the following:
- (i) Sales, use, or excise taxes;
 - (ii) Sales returns, allowances, and discounts;
 - (iii) Interorganizational sales or transfers between or among the units of a parent-subsidiary controlled group of corporations, as defined by 26 U.S.C. Section 1563(a)(1), between or among the units of a brother-sister controlled group of corporations as defined by 26 U.S.C. Section 1563(a)(2), between or among a parent corporation, wholly owned subsidiaries of such parent corporation, and any corporation in which such parent corporation or one or more of its wholly owned subsidiaries owns stock possessing at least 30 percent of the total value of shares of all classes of stock of such partially owned corporation, or between or among wholly owned partnerships or other wholly owned entities;
 - (iv) Payments made to a subcontractor or an independent agent for services which contributed to the gross receipts in issue;
 - (v) Governmental and foundation grants, charitable contributions, or the interest income derived from such funds, received by a nonprofit organization which employs salaried practitioners otherwise covered by this Ordinance, if such funds constitute eighty (80%) percent or more of the organization's receipts; and
 - (vi) Proceeds from sales of goods or services which are delivered to or received by customers who are outside the state at the time of delivery or receipt.
- (11) *Finance Director* means the County's Finance Director who shall be the administrator of the occupation tax function, who may be assisted by subordinates

and other Lowndes County staff, and who shall have the primary responsibility for the administration of this Ordinance.

- (12) *Magistrate Court* means the Magistrate Court of Lowndes County.
- (13) *Location or office* includes any structure or vehicle where a business, profession, or occupation is conducted, but shall not include a temporary or construction work site which serves a single customer or project or a vehicle used for sales or delivery by a business or practitioner of a profession or occupation which has a location or office. The renter's or lessee's location which is the site of personal property which is rented or leased from another does not constitute a location or office for the personal property's owner, lessor, or the agent of the owner or lessor. The site of real property which is rented or leased to another does not constitute a location or office of the real property's owner, lessor, or the agent of the owner or lessor unless the real property's owner, lessor, or agent of the owner or lessor, in addition to showing the property to prospective lessees or tenants and performing maintenance or repair to the property, otherwise conducts the business of renting or leasing the real property at such site or otherwise conducts any other business, profession, or occupation at such site.
- (14) *Occupation tax* means a tax levied on persons, partnerships, corporations, or other entities for engaging in an occupation, profession or business and enacted for revenue-raising purposes.
- (15) *Occupation tax certificate* means a duly issued and current occupation tax certificate issued by the County evidencing payment of the occupation tax to the County for the period shown.
- (16) *Person* means an individual. *Person*, in the context of a business, shall mean and include sole proprietors, corporations, limited liability companies, partnerships, associations, practitioners, or any other form of business organization.
- (17) *Practitioner of profession and occupation or practitioner* means one who by State law requires State licensure regulating such profession or occupation. A separate occupation tax shall be required for each registered or licensed professional person, without regard to whether the person is fully engaged or employed in the profession, or whether the person performs all the duties customarily associated with the profession. *Practitioner of professions and occupations or practitioner* shall not include a practitioner who is an employee of a business if the business pays an occupation tax.
- (18) *State or Georgia* means the State of Georgia.
- (19) *Transfer of occupation tax certificate* means only the transfer of a duly issued, current occupation tax certificate for which the occupation tax related to such certificate is fully paid from an existing business location as specified in such

certificate to a different business location and not involving a change in ownership of the business to which such certificate was originally issued. Occupation tax certificates may not be transferred in the case of a change in business ownership, or after the expiration date of an occupation tax certificate; in such cases a new application and occupation tax certificate shall be required. Occupation tax certificates may not be transferred when there is an outstanding unpaid amount of occupation tax or related administrative fees, interest or penalties relating to that occupation tax certificate.

(20) *Year* means a calendar year unless the context clearly indicates a different year.

Section 4 Administrative Fee and Transfer Fee Structure; Fees Separate From Taxes

- (A) (1) A non-prorated, non-refundable administrative fee of {\$50.00} shall be charged annually on all occupation tax accounts for the initial startup and for each renewal or re-opening of those accounts.
- (2) A transfer fee of {\$50.00} shall be imposed for the transfer of an occupation tax certificate.
- (B) Occupation taxes are levied as provided in this Ordinance. The administrative fee is separate from and not included in the amount of the occupation tax.

Section 5 Occupation Tax Levied; Tax Rate Schedule

- (A) An occupation tax shall be and hereby is levied upon those businesses and practitioners of an occupation, profession or business, which are covered by the provisions of O.C.G.A. Sections 48-13-5 through 48-13-29, with one or more locations or offices in the unincorporated area of Lowndes County and upon out-of-state businesses with no location or office in Georgia in accordance with O.C.G.A. Section 48-13-7. The occupation tax shall be based upon the following criteria: gross receipts of the business or practitioner in combination with the profitability ratio for the type of business, as measured by nationwide averages derived from statistics, classifications, or other information published by the United States Office of Management and Budget, the United States Internal Revenue Service, or successor agencies of the United States.
- (B) The occupation tax schedule shall include profitability ratios in combination with gross receipts. The occupation tax rate determined by profitability ratios in combination with gross receipts for each business shall be as follows:

Profitability Ratio/Tax Class and Tax Rate

- (i) Up to \$1,000,000.00 annual gross receipts

<u>Profitability Ratio/Tax Class</u>	<u>Tax Rate on Annual Gross Receipts</u>
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1	0.00075
2	0.00080
3	0.00086
4	0.00093
5	0.00111
6	0.00125

(ii) From and in excess of \$1,000,000.01 annual gross receipts

<u>Profitability Ratio/Tax Class</u>	<u>Tax Rate on Annual Gross Receipts</u>
1	0.00019
2	0.00020
3	0.00023
4	0.00027
5	0.00030
6	0.00031

(See Business Standard Industrial Classification and Profitability Ratio Tax Class Schedule at Section 36)

- (C) Except as otherwise set forth in this Ordinance, each person, business and practitioner on who the occupation tax is imposed and levied by this Ordinance shall pay an annual occupation tax in an amount determined by the schedule set forth in subsection (B) of this Section 5.
- (D) Notwithstanding anything in this Ordinance to the contrary, the maximum occupation tax in each tax year assessed under this Ordinance shall be {\$20,000.00} on each business entity or practitioner even if a business or practitioner has more than one (1) office or location within the County.
- (E) If the Board of Commissioners approves a tax rate change for occupation taxes, all businesses and practitioners of professions and occupations whose accounts are billed prior to the effective date of such tax rate change shall have ten (10) days after the effective date of the rate change to pay their occupation tax as originally billed together with any late fees, penalties and interest.

Section 5 Applications and Occupation Tax Returns Required Annually; Posting of Occupation Tax Certificate.

- (A) Every person, firm, company, or entity engaged in business in the County as of January 1 of each year, and subject to the occupation tax under this Ordinance shall on or before {May 31} of such year (or, if later, the due date in that year established by the Finance

Director) file an application for an occupation tax certificate and an occupation tax return (in the forms provided by the Finance Director) with the County and pay the administrative fee and occupation tax due as required by this Ordinance. The occupation tax return shall set forth the gross receipts for the business for the year for which such return is for, and such other information as shall be required by the Finance Director in order to compute the occupation tax and otherwise administer this Ordinance. Except for newly created businesses and businesses not operating for the entire immediately prior year, this occupation tax return will be used to determine the occupation tax for the immediately prior year.

(B) The application {and occupation tax return} shall set forth the following information:

- (1) Name of the business or the practitioner of a profession;
- (2) Location, telephone number, and complete street and mailing addresses for where the business or profession is conducted;
- (3) Name and complete street address of the resident principal or other responsible official of the business;
- (4) Year for which the application and occupation tax return are being filed.
- (5) Exact nature of the business or profession, and business line(s), for which the application and occupation tax return are being filed and occupation tax certificate is requested;
- (6) Federal taxpayer identification or social security number of the business or practitioner;
- (7) Whether the business holds a license from the County, or expects to apply for a license from the County within the next twelve (12) months, for the sale or distribution of alcoholic beverages. If yes, the business's application and occupation tax return shall be accompanied by a list of the names and addresses of its principal officers, directors, and the three (3) owners owning the largest amounts of stock or equity ownership in the business.
- (8) Other information as shall be required by the Finance Director in order to compute the occupation tax and otherwise administer this Ordinance;
- (9) The name, title, and contact information for the applicant making the application and filing the application and occupation tax return for the business or practitioner; such applicant submitting such application and occupation tax return shall certify under penalties of perjury that they are each true, correct, and complete to the best of his knowledge and belief.

- (C) Upon payment of the occupation tax due, the business or practitioner shall be issued an occupation tax certificate for the year. A business's current occupation tax certificate shall be displayed publicly in the business's location and shall be shown to the Finance Director, Lowndes County Code Enforcement Officer, or their respective designees, upon request.
- (D) Where the business (other than newly established businesses) subject to the occupation tax levied by this Ordinance has been conducted for less than the full preceding calendar year, the amount of actual gross receipts during such preceding calendar year shall be included on the application and occupation tax return filed thereafter for such preceding calendar year. Evidence of gross receipts of a business during any period may be substantiated by the federal income tax return for the year as filed with the Internal Revenue Service by the business and submitted to the County. Amounts shown on short year income tax returns shall be annualized for purposes of the occupation tax as directed by the Finance Director. Notwithstanding the foregoing, for lawyers conducting their practice in the County for less than the full preceding calendar year, the application, occupation tax return, and the application fee and occupation tax shall be due and payable on December 31 of the year for which the occupation tax is due and past due 60 days thereafter.
- (E) In the case of a business subject to the occupation tax under this Ordinance that is newly established in the current year, and for which no business was conducted within the County in the previous year, the owner or responsible official shall, on or before actual commencement of business, file an application and occupation tax return estimating the gross receipts for the current year, and the occupation tax shall be computed thereon. The application fee and occupation tax shall become due upon filing of the occupation tax return, and shall be delinquent if not paid within thirty (30) days from the due date. Notwithstanding the foregoing, if a lawyer begins business on or after January 1 of a year, the application and occupation tax return shall be filed and the administrative fee and occupation tax on such business shall be due and payable on December 31 of that year and past due 60 days thereafter.
- (F) An administrative fee of {\$50.00} shall be paid with the filing of each initial, renewal and reopening application for an occupation tax certificate, and occupation tax return. The administrative fee shall be non-prorated and nonrefundable.
- (G) A \$50.00 civil penalty will be assessed on all applications and occupation tax returns filed after May 31 or ~~other~~ later due date established by the Finance Director or by this Ordinance, immediately following the year for which such application and occupation tax return are for.
- (H) Notwithstanding the foregoing, practitioners of professions electing under Section 11(A)(2) to pay a \$400 fee as its occupation tax for a year shall file its application and occupation tax return setting forth that election for a year and pay such \$400 on or before May 31 of the year to which such election relates or, if later, the due date established by the Finance Director, in the such year; except the occupation tax return of a lawyer electing such \$400 fee shall be due on December 31 of the year to which such election relates and shall be delinquent if not paid within 60 days thereafter.

- (I) Provided however, that a lawyer shall make his application for an occupation tax certificate, file his occupation tax return, and pay the application fee and his occupation tax on or within 60 days after December 31 of each year. The occupation tax for such year shall be payable on such December 31 and shall be delinquent 60 days after such December 31. The occupation tax certificate shall be displayed publicly in the location of the lawyer's practice. Such failure to file, delinquency in payment, or failure to display the occupation tax certificate by the lawyer may be reported by the County to the State Bar of Georgia.
- (J) Willful failure to supply complete and accurate information in an application or occupation tax return as required in this Ordinance is punishable as a violation of this Ordinance. Provided, however, that the immediately preceding sentence shall not apply to lawyers. Should the County believe that a lawyer has not filed a complete and accurate application or occupation tax return, then the County may report that to the State Bar of Georgia.
- (K) Application or occupation tax return filing due dates, or occupation tax payment dates, may be extended, upon good cause shown, upon written order of the Finance Director.

Section 6 Federal Income Tax Return to Accompany Each Application and Occupation Tax Return.

Each application and occupation tax return filed with the County shall in each case have filed with it a copy of the executed federal income tax return filed with the Internal Revenue Services that is for the year for which the application and occupation tax return relate. If such federal income tax return has not been filed with the Internal Revenue Service at the time of the filing of such application and occupation tax return, the business shall file with the County such federal income tax return within ten (10) days of its filing with the Internal Revenue Service. Failure to provide such federal income tax return shall be punishable as a violation of this Ordinance. This Section 6 shall not apply to practitioners of professions electing under Section 11(A)(2) to pay a \$400 fee as its occupation tax, nor shall it apply to lawyers.

Section 7 Procedures Where Occupation Tax Overpaid or Underpaid; Refunds

- (A) If the amount paid by a business during the immediately preceding year as an estimate for the occupation tax due under this Ordinance for such immediately preceding year, computed on the estimated gross receipts for such immediately preceding year, is less than the occupation tax amount actually due for such immediately preceding year as computed upon the actual gross receipts for such immediately preceding year reported on the occupation tax return filed for the immediately succeeding year, the underpayment difference amount shall be due and payable by the business to the County not later than {May 31} of the immediately succeeding year, and shall become delinquent if not so paid.
- (B) If the amount paid by a business during the immediately preceding year as an estimate for the occupation tax due under this Ordinance for the immediately preceding year, computed on the estimated gross receipts for such immediately preceding year, is more than the occupation tax amount actually due for such immediately preceding year as computed upon

the actual gross receipts for such immediately previous year reported on the occupation tax return filed for the immediately succeeding year, the overpayment difference shall be credited towards the estimated occupation tax due for such immediately succeeding year, or alternately at the business's written request, if the business remains in existence, the overpayment shall be refunded by the County to the business.

- (C) Refunds of occupation tax paid shall be permitted where there has occurred a clerical error in the submission of an occupation tax return or application, a clerical error in business classification or tax computation, or a voluntary or involuntary overpayment of the occupation tax. Written requests for refund of the occupation tax paid, or any part thereof, must be filed with the Finance Director within three (3) years of the later of (i) the date the application or occupation tax return for the year, as the case may be, was due, or (ii) the date upon which the application or occupation tax return containing such error or the overpayment was filed with the County by the owner or responsible business official, and the request shall set forth a detailed justification for such claim for refund.

Section 8 Location of Business; Applicability of Certificate

An occupation tax certificate granted under this Ordinance shall apply only to the location, business and business lines included within that certificate.

Section 9 Number of Businesses Considered Operating in County

Where a person conducts business at more than one (1) fixed location or place, each store, location, outlet, or place shall be considered a separate business for the purpose of the occupation tax under this Ordinance. For such purposes, a fixed location does not include the renting of real property to a third party.

Section 10 Line of Business to be Identified on Occupation Tax Certificate; Business or Practitioners With More Than One Type of Service or Product

- (A) The occupation tax certificate issued to each business operated in the County shall identify the line or lines of business that the business conducts.
- (B) Where a business or practitioner includes more than one type of service or products the occupation tax will be calculated in accordance with the taxing method and tax rate of the dominant line of business conducted by that business or practitioner identified on a form to be furnished by the Finance Director.
- (C) Where more than one business is operated at a location, each business shall file a separate occupation tax return.

Section 11 Practitioners of Professions as Classified in O.C.G.A. Section 48-13-9(c), Paragraphs 1 through 18

(A) Practitioners of professions as described in Section 11(B) shall elect as their entire annual occupation tax one of the following:

- (1) The occupation tax based on annual gross receipts combined with profitability ratios as set forth in Section 5(B); or
- (2) A fee of \$400.00 per practitioner who is licensed to provide the service at the practitioner's office or location; provided, however, that a practitioner paying according to this paragraph (2) shall not be required to provide information to the County relating to the gross receipts of the business or practitioner. This per-practitioner fee applies to and includes each person in the business who qualifies and is licensed as a practitioner under the State's regulatory guidelines. There shall be no reduction or proration of the \$400 fee where the practitioner provides services at the practitioner's office or location for only a portion of the year.

This election shall be made in writing on an annual basis not later than May ~~30~~31 of each year. If no election is made by May ~~30~~31 of a year, a fee of \$400.00 per practitioner shall be required to be paid as described in paragraph (2) above. Provided, however, that a lawyer shall make such election in writing on an annual basis not later than December 31 of the year to which such election relates and, if no election is made by December 31 of the year, then in such case a fee of \$400 per lawyer shall be required to be paid on December 31 of that year and shall be delinquent if not paid within 60 days thereafter.

(B) Practitioners of professions and occupations authorized to elect their method of occupation tax under this Section 11 are limited to those as are listed in Paragraphs 1 through 18 of Subsection (c) of O.C.G.A. § 48-13-9, being:

- (1) Architects.
- (2) Chiropractors.
- (3) Civil, mechanical, hydraulic or electrical engineers.
- (4) Dentists.
- (5) Embalmers.
- (6) Funeral directors.
- (7) Land surveyors.
- (8) Landscape architects.
- (9) Lawyers.
- (10) Marriage and family therapists, social workers, and professional counselors.
- (11) Optometrists.
- (12) Osteopaths licensed under Chapter 34 of O.C.G.A Title 43.
- (13) Physicians licensed under Chapter 34 of O.C.G.A Title 43.
- (14) Podiatrists.
- (15) Practitioners of physiotherapy.
- (16) Psychologists.
- (17) Public accountants.
- (18) Veterinarians.

Section 12 Real Estate Brokers

For real estate brokers whose principal and branch offices are located outside the County and who sell property inside the County, an occupation tax on a gross receipts basis pursuant to this Ordinance shall be levied and collected upon such real estate brokers based upon their gross receipts only for real estate transactions with respect to property located within the County.

Section 13 Allocation of Gross Receipts of Business with Multiple Intrastate or Interstate Locations

- (A) In the County's levying its occupation tax upon a business or practitioner with locations or offices situated in more than one jurisdiction, including businesses or practitioners with one or more locations or offices in Georgia and one or more locations outside the state, where the County uses the criterion described in paragraph (3) of subsection (a) of O.C.G.A. Section 48-13-10, it shall allocate the gross receipts of the business or practitioner for occupation tax purposes in accordance with one of the following methods:
- (1) Where the business or practitioner can reasonably allocate the dollar amount of gross receipts of the business or practitioner to one or more of the locations or offices on the basis of product manufactured in that location or office or the sales or other services provided in that location or office, the County may tax the gross receipts generated by the location or office within the County; or
 - (2) Where the business or practitioner cannot reasonably allocate the dollar amount of gross receipts among multiple locations or offices, the business or practitioner shall divide the gross receipts reported to all local governments in Georgia by the number of locations or offices of the business or practitioner which contributed to the gross receipts reported to any local government in Georgia, and shall allocate an equal percentage of such gross receipts of the business or practitioner to each location or office.
- (B) In no instance shall the sum of the portions of the total gross receipts of a business or practitioner taxed by all local governments exceed 100 percent of the total gross receipts of the business or practitioner.
- (C) Upon the County's request, businesses or practitioners with a location or office situated in more than one jurisdiction shall provide to the County the following:
- (1) Financial information necessary to allocate the gross receipts of the business or practitioner;
 - (2) Information relating to the allocation of the business's or practitioner's gross receipts by other local governments; and
 - (3) The amount of occupation tax payments made to each other jurisdiction.

- (D) When more than one local government levies occupation tax on a business or practitioner which has locations encompassed by more than one local government and the local governments use different criteria for taxation in accordance with subsection (a) of O.C.G.A. Section 48-13-10, the County when using the criterion described in paragraph (3) of subsection (a) of O.C.G.A. Section 48-13-10 shall not tax any greater proportion of the gross receipts than authorized by subsection (A) of this Section 13.
- (E) In the event of a dispute between the business or practitioner and the County as to the allocation under this Section 13, the business or practitioner shall have the burden of proof as to the reasonableness of this allocation.

Section 14 Occupation Tax for Business With No Location in the State

- (A) The ~~obligation to obtain an occupation tax certificate and the~~ levy, assessment, and collection of an occupation tax is hereby imposed on those businesses and practitioners of professions and occupations with no location or office in the State in accordance with O.C.G.A. Section 48-13-7 (see the definition of “gross receipts” in Section 3(D)(10)) if the business's or practitioner's largest dollar volume of business is done or service is performed by the individual business or practitioner in the State is in the County, and if the business or practitioner:
 - (1) Has one or more employees or agents who exert substantial efforts within the County for the purpose of soliciting business or serving customers or clients; or
 - (2) Owns personal or real property which generates income and which is located within the County.
- (B) Gross receipts of a business or practitioner for purposes of the occupation tax under this Section 14 shall include only those gross receipts reasonably attributable to sales or services in the State, and nation-wide profitability ratios shall apply only to types of business transacted within the State.
- (C) If a business or practitioner subject to this Section 14 provides to the County evidence of payment by such business or practitioner of a local business or occupation tax in another state which purports to lawfully tax the business's or practitioner's sales or services in the State, then the business or practitioner shall be exempt from local occupation tax in the County.
- (D) Businesses and practitioners subject to the provisions of this Section 14 and under such Section 14 are not required to or are exempt from paying the occupation tax to the County shall nevertheless obtain an occupation tax certificate from the County for each year and pay a \$50.00 administrative fee to obtain each such occupation tax certificate.

Section 15 Occupation Tax Exclusions and Limitations

- (A) Limits upon occupation tax levied:

- (1) The County shall not require the payment of more than one occupation tax in any tax year for each location that a business or practitioner shall have. Businesses or practitioners with multiple services or products shall be taxed in accordance with O.C.G.A. Section 48-13-12.
 - (2) The County shall not levy an occupation tax upon more than 100 percent of the gross receipts of a business or practitioner, when occupation taxes of all local governments are added together.
 - (3) Notwithstanding the foregoing, where more than one business exists at a location, the gross receipts of each business will be taxed separately, and a separate application and occupation tax certificate shall be required for each business.
- (B) The County shall not require an occupation tax in any tax year for those gross receipts that were simultaneously taxed for purposes of an occupation tax in other localities within the State in the case where those occupation tax payments were legitimate, were made pursuant to a bona fide occupational tax structure, and further were not made primarily in an effort to avoid payment of occupation tax in the County.
- (C) Any practitioner whose office is maintained by and who is employed in practice exclusively by the United States, the State, a municipality or county of the State, or instrumentalities of the United States, the State, or a municipality or county of the State, shall not be required to obtain an occupation tax certificate or pay an occupation tax for that practice under this Ordinance.

Section 16 Interest; Penalties; Collections

- (A) The lien of and for the occupation tax and any administrative fees, interest and penalties shall become fixed on and date from the time when such occupation tax and any administrative fees, interest and penalties become delinquent.
- (B) Any delinquent occupation tax or administrative fee shall bear interest at the rate of 1.5 percent (1.5%) per calendar month or portion thereof as permitted by O.C.G.A. § 48-13-21(b).
- (C) Should any occupation tax imposed by this Ordinance remain due and unpaid for ninety (90) days from the due date of the occupation tax, the business or practitioner liable for the tax shall be subject to and shall pay a penalty of ten (10%) percent of the occupation tax due as required by O.C.G.A. § 48-13-21(a).
- (D) In addition to other penalties imposed by law (including this Ordinance) the Magistrate Court is hereby authorized (in accordance with O.C.G.A. § 48-13-26), to impose a civil fine for failure to pay the occupation tax. Such civil fine shall not exceed \$500 and may be enforced by the contempt power of the Magistrate Court.

- (E) In addition to any other remedies available to the County for the collection of the occupation tax, administrative fee, and interest and penalties related thereto, the Finance Director and/or the Lowndes County Tax Commissioner shall enforce and collect the overdue amounts in the same manner as provided for by law for tax executions, including issuing executions against the delinquent taxpayer for any or all of the following: (i) the amount of the administrative fee and occupation taxes due when they become delinquent; (ii) the interest imposed by Section 16(B) permitted by O.C.G.A. § 48-13-21(b); and (iii) the penalty imposed by Section 16(C) in accordance with O.C.G.A. § 48-13-21(a); ~~and (iv) interest imposed by Section 16(D) in accordance with O.C.G.A. § 48-13-21(b).~~
- (F) If any person, business or practitioner whose duty it is to pay the occupation tax, who shall fail to file an application for the occupation tax certificate, fail to file an occupation tax return, fail to pay occupation taxes, administrative fee, interest or penalties, or fail to obtain an occupation tax certificate, each when required, or who is found to have violated other provisions of this Ordinance, then such offender may be cited to the Magistrate Court, and upon conviction, may have imposed by the Magistrate Court penalties for each such violation in accordance with O.C.G.A. Article 14, Chapter 10, Title 15 governing violations of county ordinances. This subsection (F) shall not apply to lawyers.
- (G) In the case of any lawyer who fails or is delinquent in filing an application for an occupation tax certificate, filing of an occupation tax return, or paying of occupation taxes, administrative fees, interest, or penalties, each when due, the County may report such delinquency to the State Bar of Georgia.

Section 17 Change of Business Location

Any business or practitioner holding a current occupation tax certificate from the County who is moving from one location to another within the County shall notify the Finance Director in writing in the manner required by the Finance Director of the move and the new street address no later than the day of moving. Upon surrender of the original occupation tax certificate from the County, and upon submission of required information for a new occupation tax certificate and payment of the \$50.00 change in location transfer administrative fee, a new occupation tax certificate will be issued for the new location as long as (except for lawyers) the new location conforms to the zoning, fire codes, and other applicable ordinances, resolutions, rules and regulations of the County.

Section 18 No Transfer of Occupation Tax Certificates

Occupation tax certificates shall not be transferable, except for a change in location of the business in accordance with Section 17. A transfer of ownership of a business shall be considered the same as the termination of the business and the establishment of a new business; filing for and obtaining a new occupation tax certificate and payment of the administrative fee and occupation tax shall be required of the new owner for the business.

Section 19 Required Documentation

The applicant submitting an application for an occupation tax certificate and filing an occupation tax return shall provide with such application and return:

- (A) At least one secure and verifiable document, as defined in O.C.G.A. § 50-36-2, or a copy or facsimile of such document. Any document required by this subsection (A) may be submitted by or on behalf of the applicant at any time within nine (9) months prior to the date of application for the occupation tax certificate so long as the document remains valid through the date the occupation tax certificate is issued; and
- (B) A signed and sworn affidavit verifying the applicant's lawful presence in the United States under federal immigration law; provided, however, that if the applicant is younger than 18 years of age at the time of the application, he shall execute and submit the affidavit required by this subsection (B) within 30 days after his eighteenth (18th) birthday. Such affidavit shall affirm that:
 - (i) The applicant is a United States citizen or legal permanent resident eighteen (18) years of age or older; or
 - (ii) The applicant is a qualified alien or nonimmigrant under the federal Immigration and Nationality Act, Title 8 U.S.C., eighteen (18) years of age or older lawfully present in the United States and provide the applicant's alien number issued by the Department of Homeland Security or other federal immigration agency.

Section 20 Exemption on Grounds That Business Operated For Charitable Purposes

Non-profit organizations that are organized and operated for charitable, religious, educational or eleemosynary purposes may apply annually to the Finance Director for an exemption from the administrative fee and occupation tax. Such application shall be in the format required by the Finance Director and shall contain such supplemental information, including without limitation, a copy (where issued) of the organization's approval by the Internal Revenue Service of exemption from federal income taxation, as may be reasonably requested. The exemption shall be effective for the taxable year during which the application is received by the Finance Director. Provided, however, no organization on which an occupation tax is otherwise levied by this Ordinance shall be so exempt from such occupation tax or administrative fee on the ground that such business operates for charitable, religious, educational or eleemosynary purposes unless eighty (80%) percent or more of the entire gross receipts of such organization are devoted to direct support of such charitable, religious, educational or eleemosynary purposes. Any number of locations and lines of business may be granted such exemption, provided however that a separate exemption application shall be required annually for each location and line of business for which an exemption is sought.

Section 21 Exemption for Disabled Veterans

Any business majority-owned by a disabled veteran or any practitioner who is a disabled veteran, as provided for in O.C.G.A. §§ 43-12-1 and 43-12-2, shall be exempt from the payment of any administrative fee and occupation tax levied herein; provided, however, that this exemption shall

apply to only one business or occupation taxed hereunder and shall not apply to any other businesses or locations. Such disabled veteran shall be required to file each year with the Finance Director the necessary certificate of exemption for such disabled veteran issued by the Georgia Commissioner of Veteran Service.

Section 22 Yard Sales, Garage Sales, and Bake Sales

A private individual or group not part of any on-going business enterprise or profession may conduct occasional sales events (being not more than twice in any six (6) month period, and with at least two (2) months between each occurrence) of merchandise, baked goods or other food items, and which shall not be subject to the provisions of this Ordinance except as provided in this Section 22. Such events shall be limited to three (3) consecutive days per event and subject to any health, zoning or other regulatory ordinances, rules and regulations as may then be in effect. The exclusion granted in this Section 22 shall not be available to flea market operators or sellers, promoters, performances or other such enterprises or any other on-going business-related operations.

Section 23 Evidence of State Registration Required If Applicable; State Registration to Be Displayed

- (A) Each person subject to the occupation tax who is also licensed by the State shall provide evidence of proper and current State licensure as a requirement for issuance of an occupation tax certificate under this Ordinance.
- (B) Each person subject to the occupation tax who is also licensed by the State shall post his State license in a conspicuous public place in the licensee's place of business and shall keep the license displayed there at all times while the license remains valid.
- (C) This Section 23 shall not apply to lawyers.

Section 24 Liability of Officers and Agents; Registration Required; Failure to Obtain

All businesses and professionals subject to the occupation tax under in this Ordinance shall be required to make application for, file an occupation tax return, pay the administrative fee and occupation tax, and obtain and display the necessary occupation tax certificate for said business or profession pursuant to this Ordinance, and in default thereof the officer or agent soliciting for or representing such business shall be subject to the same penalty as the business would be where such officer or agent fails to perform such acts and obtain and display an occupation tax certificate. Failure to comply with such provisions shall make the business and officer or agent subject to citation for violation of this Ordinance. This section shall not apply to lawyers.

Section 25 Transient or Nonresident Business Owners

Any transient or nonresident person, business, or practitioner not having an office or location in the County who is doing business within the County shall have in their possession proof of such business license or registration and payment of an occupation tax, regulatory fee (or similar taxes

or fees), each as required by applicable law, from where such person, business or practitioner is domiciled and shall exhibit the same to the Finance Director or his designee, or to any Lowndes County Code Enforcement Officer or law enforcement officer. This Section 25 shall not apply to lawyers.

Section 26 Businesses Not Covered By This Ordinance

In accordance with O.C.G.A. §48-13-16, the following businesses or practitioners shall be excluded from filing of an application and occupation tax return and payment of the application fee and occupation tax imposed by the provisions of this Ordinance but shall be subject to taxation and regulation as otherwise provided by general law of the State and the ordinances and resolutions of the Board of Commissioners.

- (1) Those businesses regulated by the Georgia Public Service Commission and Department of Public Safety.
- (2) Those electrical service businesses organized under Chapter 3 of Title 46 of O.C.G.A.;
- (3) Any farm operation for the production from or on the land of agricultural products, but not including agribusiness;
- (4) Cooperative marketing associations governed by O.C.G.A. Section 2-10-105;
- (5) Insurance companies governed by O.C.G.A. Section 33-8-8;
- (6) Motor common carriers governed by O.C.G.A. Section 46-7-15;
- (7) Those businesses if and to the extent governed by O.C.G.A. Section 48-5-355;
- (8) Agricultural products and livestock raised in the State of Georgia if and to the extent exempt from the occupation tax by O.C.G.A. Section 48-5-356;
- (9) Depository financial institutions if and to the extent governed by O.C.G.A. Section 48-6-93; and
- (10) Facilities operated by a charitable trust if and to the extent governed by O.C.G.A. 48-13-55.

Section 27 Occupation Tax Inapplicable Where Prohibited By Law or Provided For Pursuant To Other Existing Law

The occupation tax under this Ordinance shall not be imposed and levied upon the gross receipts of any part of a business where such levy is prohibited or exempted by the laws of the State or of the United States.

Section 28 Disclosure to Other Local Governments

Information on gross receipts received by a business or practitioner of an occupation or profession provided to the County for the purpose of determining the amount of occupation tax for such business or practitioner may be disclosed to the governing authority of another local government for occupation tax purposes or pursuant to court order or for the purpose of collection of occupation tax.

Section 29 Inspections of Books and Records; Penalty for Understating Financial Information

Adequate books and records regarding gross receipts shall be maintained by each business and practitioner for examination by the Finance Director or his designee at his discretion. At any time during the year, or for up to five (5) years from the later of (i) the due date of an occupation tax return or (ii) the date of the filing of the occupation tax return with the County, the Finance Director, individually or through his officers, employees, representatives, agents, or independent auditors, may inspect the books and records of the business or practitioner for purposes of the occupation tax and other requirements of this Ordinance. There shall be no time limit on the period that the Finance Director may inspect the books and records of businesses or practitioners for each year for which such business is required to but did not file an occupation tax return. Such books and records shall be submitted for inspection in Lowndes County by a representative of the County within five (5) business days of the County's request. Failure of submission in Lowndes County of such books and records within the time required shall be grounds for revocation by the Finance Director of the occupation tax certificate of the business.

Section 30 Appeals

Appeals of decisions of the Finance Director regarding the occupation tax and other matters under this Ordinance shall be before the Board of Commissioners.

Section 31 Notices

For purposes of this Ordinance, notice shall be deemed delivered when personally served, served by statutory overnight delivery or, when served by mail, as of five (5) days after the date of deposit in the United States mail, first class, with adequate prepaid postage attached.

Section 32 Amendment; Repeal of Provision

This Ordinance shall be subject to amendment or repeal, in whole or in part, at any time and from time to time, and no such amendment or repeal shall be construed to deny the right of the Board of Commissioners to impose, levy and collect any of the occupation taxes, administrative fees or interest and penalties prescribed herein. Said amendment may increase or lower the amounts and tax rates for any occupation and may change the classification thereof. The payment of any occupation tax provided for shall not be construed as prohibiting the levy or collection by the

County of additional occupation taxes upon the same person, property or business to the fullest extent permitted by law.

Section 33 Requirement of Public Hearings

- (A) As required by O.C.G.A. § 48-13-6, the Board of Commissioners shall conduct at least one public hearing before adopting any Ordinance or resolution regarding the occupation tax.
- (B) As required by O.C.G.A. § 48-13-6, in any year when revenue from occupation taxes is greater than revenue from occupation taxes for the preceding year for the County, the Board of Commissioners shall hold one or more public hearings as part of the process of determining how to use the additional revenue.

Section 34 Severability

If any section, subsection, paragraph, subparagraph, provision or clause, or any part thereof, of any part of this Ordinance shall be declared invalid or unconstitutional, or if the provisions of any part of this Ordinance as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, such invalidity shall not be construed to affect the portions of this Ordinance not so held to be invalid, or the application of this Ordinance to other circumstances not so held to be invalid. It is hereby declared as the intent that this Ordinance would have been adopted had such invalid portion not been included herein.

Section 35 Repeal of Conflicting Provisions

All Ordinances and Resolutions, or parts of Ordinances and Resolutions, of the Board of Commissioners in conflict with this Ordinance, and not preserved hereby, be and the same are, hereby repealed.

Section 36 Alphabetical Business Classification Schedule.

<u>Standard Industrial Classification Number</u>	<u>Profitability Ratio Tax Class</u>
A	
82 Academies, elementary, secondary and college	4
87 Accounting service.....	4
17 Acoustical contractors.....	2
73 Addressing service	3
79 Aerobic dance and exercise classes	5
87 Agricultural consulting	4
76 Agricultural equipment repair.....	3
55 Aircraft dealers, retail	1
17 Air conditioning contractor.....	2
76 Air conditioning service and repair.....	3
73 Airplane rental and leasing	3
79 Amusement centers and parks	5
07 Animal hospital.....	3
02 Animal specialty and livestock farms	4
59 Antique dealers, retail	1
76 Antiques, repair and restoration.....	3
65 Apartment building or complexes, rental.....	5
56 Apparel accessory stores, retail.....	2
73 Appliance rental and leasing.....	3
57 Appliances, household, dealers.....	1
76 Appliances, household, repair of	3
73 Applications software, computer, pre-packaged.....	3
73 Applications software programming, custom	3
73 Appraisers, except real estate.....	3
65 Appraisers, real estate	5
79 Arcades, amusement	5
87 Architects	4
87 Architectural engineering services.....	4
76 Armature rewinding	3
59 Art dealers, retail.....	1
73 Artists, commercial	3
79 Athletic arena or clubs, where admission is charged	5
81 Attorneys.....	4
73 Auctioneers, commission or fee basis.....	3
75 Automobile, automatic car wash.....	2
75 Automobile, paint and body shop	2
55 Automobile accessories, dealers	1
55 Automobile dealers, retail, new and used	1
55 Automobile parts, retail	1

75	Automobile rental or leasing, not including driver	2
75	Automobile repairs, overhaul and general servicing	2
55	Automobile tires, retail	1
41	Automobile transportation service, including driver	1
17	Awning installation contractors	2

B

59	Bait and tackle shops, retail	1
54	Bakery, retail	1
72	Barber/beauty schools and colleges	3
72	Barber/beauty shops	3
50	Beauty supplies, wholesale	1
48	Beeper (pager) communications services	5
59	Bicycle dealers, retail	1
76	Bicycle repair	3
73	Billboard, firms engaged in the erection and lease of space	3
79	Billiard or pool hall	5
70	Boarding house	2
55	Boat dealers, retail	1
55	Boat supplies and accessories, retail	1
73	Bondspersons	3
59	Book store, retail	1
56	Bridal shops, retail	2
73	Building cleaning service, interior	3
52	Building materials and supplies, retail	1
17	Burglar alarm, installation only	2
73	Burglar alarm, maintenance and monitoring only	3
41	Bus terminals	1

C

16	Cable laying construction, contractors	2
48	Cable television services	5
58	Cafeterias	2
55	Campers and other recreational vehicles, retail	1
70	Campgrounds	2
54	Candy, retail	1
75	Car wash	2
17	Carpentry work, contractors	2
72	Carpet and rug cleaning	3
17	Carpet layers, contractors	2
58	Caterers	2
32	Cement manufacture	4
65	Cemetery companies, agents, or dealers in cemetery lots	5
87	Certified public accountants	4

82	Charm, fashion, finishing, and/or modeling schools	3
60	Check cashing agencies	6
80	Chiropractors.....	2
52	Christmas trees, retail.....	1
64	Claim adjustment agencies	5
32	Clay, stone, and glass products, manufacturing.....	4
59	Clothing, dealers in second hand	1
56	Clothing, retail	2
73	Collection agencies	3
48	Communication.....	5
73	Computer consultants.....	3
57	Computer equipment and software stores, retail.....	1
73	Computer input-output service	3
73	Computer programming and other software services	3
73	Computer repair and maintenance	3
32	Concrete manufacturer, block, brick, and other products	4
32	Concrete manufacturer, ready mixed and transit-mixed.....	4
17	Concrete work contractors (driveways, sidewalks, and floors only)	2
16	Concrete work contractors (roads, highways, and streets only)	2
15	Contractors, building.....	1
16	Contractors, heavy construction other than building	2
17	Contractors, special trade.....	2
54	Convenience food store, retail	1
83	Counseling services	2

D

79	Dancing academies or schools	5
83	Day care centers	2
54	Delicatessen	1
42	Delivery service (messenger/courier), vehicular	1
80	Dental laboratories and/or dentists.....	2
73	Detective agencies	3
72	Diaper service	3
07	Dog kennels and/or grooming.....	3
59	Drug store, retail	1
72	Dry cleaning, retail.....	3
17	Drywall contractors.....	2

E

17	Earth moving for building construction-contractors.....	2
16	Earth moving, not connected with building construction general contractors.....	2
57	Electrical appliances, retail	1
50	Electrical appliances, wholesale	1
76	Electrical appliances, repair	3

17	Electrical contractors	2
36	Electrical machinery equipment and supplies, manufacturing1	4
73	Employment agencies	3
73	Equipment rental and leasing.....	3
73	Exterminators.....	3

F

59	Fabric shops, retail	1
17	Fencing contractors.....	2
61	Finance companies.....	6
73	Fire extinguishers, service of.....	3
54	Fish and seafood stores, retail.....	1
57	Floor covering, retail.....	1
17	Flooring contractors	2
59	Florists, retail	1
54	Food, retail, dealer, not consumed on premises.....	1
54	Fruit and produce, retail.....	1
59	Fuel dealers, retail.....	1
72	Funeral homes, funeral directors, and/or undertakers.....	3
17	Furnace or heating repair contractors	2
59	Furniture dealers, secondhand, retail	1
76	Furniture repairing, refinishing, and reupholstering.....	3

G

75	Garages, automotive repair	2
49	Garbage collection and disposal	5
59	Gas, dealers in liquefied petroleum gas, delivered to customers' premises, retail....	1
51	Gasoline, wholesale	1
55	Gasoline service stations.....	1
53	General merchandise stores	2
59	Gift shops.....	1
17	Glass installation contractors	2
75	Glass, replacement and repair, automotive.....	2
52	Glass, retail	1
79	Golf courses, including miniature.....	5
16	Grading, general construction.....	2
73	Graphic arts.....	3
54	Grocers, retail.....	1
59	Guns, retail.....	1
76	Gunsmiths, repair of guns.....	3

H

72	Hairdressers and/or stylists	3
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52	Hardware, retail.....	1
79	Health clubs	5
54	Health food stores, retail	1
80	Health services, general	2
17	Heating contractor.....	2
59	Hobby shops, retail	1
57	Home furnishing stores, retail.....	1
70	Hotels/motels, except residential	2
65	Hotels/motels residential.....	5
17	House mover and wrecker	2
59	House-to-house, retail	1

I

54	Ice cream dealers, retail, not consumed on premises.....	1
17	Insulation contractor	2
65	Insurance adjustor	5
64	Insurance agents, brokers, and other insurance services.....	5
63	Insurance carriers, all types.....	2
73	Interior decorator	3
07	Irrigation systems, landscape services	3

J

73	Janitor or housekeeping service	3
59	Jewelry, retail, except costume	1
76	Jewelry repair, including watch repair.....	3

K

79	Martial arts/self-defense instruction	5
07	Kennels	3

L

07	Landscape services and landscape architects.....	3
72	Laundries, including automatic machines, coin-operated, and industrial.....	3
07	Lawn care.....	3
76	Lawn mower repair shops.....	3
57	Linen shop, retail	1
72	Linen supply service	3
76	Locksmiths.....	3
52	Lumber merchants, operation lumber yards	1

M

35	Machine shops	5
59	Mail order business	1
73	Management consultants.....	3
65	Managers, real estate.....	5
17	Masonry and stonework contractors	2
54	Meat, retail	1
20	Meat slaughtering and/or packing plants	3
17	Mechanical contractors	2
23	Metal products manufacturing, primary	2
73	Miscellaneous business services, not otherwise classified	3
59	Miscellaneous retail stores, not classified.....	1
65	Mobile home sites, rental.....	5
52	Mobile homes, retail	1
59	Monuments, retail	1
42	Motor freight lines	1
55	Motorcycle dealers, retail.....	1
55	Motors, outboard, dealers, retail	1
42	Movers, trucking with or without storage.....	1
79	Music distribution systems, coin-operated	5

N

27	Newspapers, publishing of.....	4
59	Newspapers, retail.....	1
52	Nursery, retail, lawn and garden supplies	1
80	Nursing homes, convalescent, health care	2

O

57	Office furniture, retail	1
59	Office machines, equipment, and/or supplies, retail.....	1
76	Office machines, service and repair.....	3
51	Oil, fuel, wholesale	1
59	Optical goods, retail	1
59	Opticians	1
80	Optometrists.....	2

P

48	Paging services.....	5
52	Paint, retail	1
17	Painting and paper hanging contractors	2
26	Paper and allied products, manufacturing.....	4
16	Paving and asphalt contractors.....	2
59	Pawnbrokers, all types and classifications.....	1
59	Peddlers, all types and classifications	1

59	Pet shops	1
72	Photographers, portrait, for the general public	3
80	Physical therapist	2
80	Physicians	2
16	Pipe laying contractors.....	2
17	Plumbing contractors	2
52	Plumbing supplies, retail.....	1
27	Printing, all types	4
54	Produce markets and stands, retail.....	1

Q

14	Quarrying.....	4
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R

75	Radiator repairs, automotive.....	2
57	Radio and television, retail	1
76	Radio and television repairs.....	3
65	Real estate dealers in or agents for, including renting, contracting, or charging for repairs on houses; dealers without offices; brokers for real estate loans	5
79	Recreation center	5
76	Repair services, miscellaneous	3
58	Restaurants.....	2
79	Riding schools, including academies, renting horses to ride	5
17	Roofing contractors.....	2
30	Rubber and miscellaneous plastics products, manufacturing	3

S

73	Salvage.....	3
52	Sand dealers, retail	1
50	Sand dealers, wholesale	1
76	Saws, sharpening and repair	3
50	Scrap yard	1
34	Screens, door and window (metal frame), manufacturing	3
24	Screens, door and window (wood), manufacturing	2
72	Seamstresses	3
73	Secretarial service	3
76	Sewer, septic tank, and cesspool service	3
57	Sewing machines, retail	1
17	Sheet metal contractors	2
56	Shoe, dealers, retail	2
72	Shoe repair shops	3
73	Sign painting and lettering service.....	3
73	Sign service, outdoor advertising.....	3

20	Soft drink bottlers	3
59	Sporting goods, retail	1
62	Stockbrokers and dealers	5
87	Surveying services	4
17	Swimming pool contractors	2
59	Swimming pool supplies, retail.....	1

T

72	Tax service	3
41	Taxicab operations	1
76	Taxidermists.....	3
73	Telephone answering service.....	3
17	Tile and marble contractors	2
59	Toys, retail	1
70	Trailer parks and campsites for transients	2
75	Trailers (U-Haul-it-type), rental.....	2
47	Travel bureau	1
07	Tree surgery	3
42	Trucking, including driver	1

U

76	Upholsterer, furniture.....	3
75	Upholstery repair, automotive	2
59	Used merchandise, retail.....	1

V

57	Vacuum cleaners, retail.....	1
59	Vending machines, sale of products	1
50	Vending machines, wholesale.....	1
07	Veterinarian.....	3
78	Video tape rental to the general public	3
76	Video recorder or player repair.....	3

W

52	Wallpaper, retail.....	1
42	Warehouse storage rooms, general	1
17	Water well drilling contractors	2
52	Weather stripping, dealers, retail	1
47	Weighing services, connected with transportation	1
17	Welding contractor, operating as site of construction	2
76	Welding repair services, including automotive	3
50	Wholesalers, durable goods	1

51	Wholesalers, non-durable goods	1
73	Window cleaning service	3
59	Wood dealer, retail	1
75	Wrecker towing service	2

Y

59	Yarn, retail	1
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SO ADOPTED this ___ day of _____ 2019, to be effective [immediately].

Bill Slaughter, Chairman
Lowndes County Board of Commissioners

ATTEST:

K. Paige Dukes, Clark
Lowndes County Board of Commissioners

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: Solicitor-General's VOCA Continuation Grant

Work Session/Regular Session

DATE OF MEETING: November 12, 2019

BUDGET IMPACT: \$6,000.00

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: 2019-2020 Solicitor-General's VOCA Continuation Grant

HISTORY, FACTS AND ISSUES: The Solicitor-General's Office has received VOCA funds since April 01, 2014. This grant allows the Solicitor-General's Office to continue to provide services to victims earlier in the criminal justice process, essentially prior to the defendant's first appearance as well as help victims secure restitution through GA Crime Victims Compensation Fund Program. The match will continue to be satisfied 100% In-kind through the use of Volunteer/Intern hours. The county's health insurance premiums increased this year from \$8,000 to \$11,000 per employee. There is a \$6,000 cost of the county to cover the increase in health insurance premiums which applies to two victim advocates fully funded by the grant (\$3,000 per employee). Submission of this grant renewal is due by November 15, 2019 to PAC. The SG's office requests the board's approval for the VOCA continuation grant.

- OPTIONS: 1. Approve 2019-2020 Solicitor-General's VOCA Continuation
2. Board's Pleasure

RECOMMENDED ACTION: Approve

DEPARTMENT: Solicitor-General

DEPARTMENT HEAD: Justo Cabral

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:



PAC

Prosecuting
Attorneys'
Council of Georgia

Seeking Justice with Honor

PETER J. SKANDALAKIS
Executive Director

October 9, 2019

GEORGE HARTWIG
Chair
District Attorney
Houston Judicial Circuit

Re: Federal Fiscal Year 2020 VOCA Allocation - October 1, 2019 through September 30, 2020

BARRY MORGAN
Vice Chair
Solicitor-General
Cobb County

Dear Mr. Cabral:

SHANNON WALLACE
Secretary
District Attorney
Blue Ridge Judicial Circuit

It is my pleasure to inform you that the Criminal Justice Coordinating Council (CJCC) has approved the Federal Fiscal Year 2020 VOCA Continuation Base and Comp Advocate funding applications as submitted by the Prosecuting Attorneys' Council of Georgia (PAC). Therefore, your office has been selected to receive a portion of those funds. Below are the specifics with regard to your allocation of the statewide grant distribution.

PAUL BOWDEN
District Attorney
Tifton Judicial Circuit

County: Lowndes

Implementing Prosecuting Attorney: Solicitor-General Justo Cabral
Grant Period: October 1, 2019 through September 30, 2020

C.R. CHISHOLM
Solicitor-General
Athens-Clarke County

Allocation 1 (Base Funds):

Base Federal Funds: \$99,976

Base Match Funds: \$24,994

Sub-Grant Number: C18-8-264

GREGORY W. EDWARDS
District Attorney
Dougherty Judicial Circuit

REBECCA CRIST
Solicitor-General
Macon-Bibb County

MARGARET D. HEAP
District Attorney
Eastern Judicial Circuit

TIMOTHY G. VAUGHN
District Attorney
Oconee Judicial Circuit

The activation documents (see included checklist for guidelines on submitting documents) must be returned to PAC by November 15, 2019. If you have any questions, please contact Kathy Kemp (kkemp@pacga.org) or at (770) 282-6364.

Sincerely,

Peter J. Skandalakis
Executive Director
Prosecuting Attorneys' Council

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: Solicitor-General's Office VAWA Continuation Grant Application

Work Session/Regular
Session

DATE OF MEETING: November 12, 2019

BUDGET IMPACT: \$19,167.00 (\$16,667 match, \$2,500 cash)

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: Solicitor-General's Office VAWA Continuation Grant Application

HISTORY, FACTS AND ISSUES: On April 01, 2018, the Solicitor-General's Office was awarded \$50,000 in VAWA (Violence Against Women Act) Funds for an Assistant Solicitor-General in the specialized field of Family Violence and Violence against Women Crimes. This grant is a 4 year grant with the continuation funding needing to be approved on a yearly basis. The continuation grant award period would be January 01-December 31, 2020. The total amount needed from Lowndes County is \$19,167 with \$16,667 being used in the form of a Cash Match. The Board of Commissioners initially approved contributing \$19,188 on February 12, 2018 when our office first applied for this grant. Submission of this grant renewal is due by November 15, 2019. The SG's office requests the board's approval for the VAWA Continuation Grant.

- OPTIONS: 1. Approve Solicitor-General's VAWA Grant Award
2. Board's pleasure

RECOMMENDED ACTION: Approve

DEPARTMENT: Solicitor-General

DEPARTMENT HEAD: Justo Cabral

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: Approval of DA's Federal VOCA Grant Application Renewal

Work Session/Regular Session

DATE OF MEETING: November 12, 2019

BUDGET IMPACT: 0

FUNDING SOURCE:

() Annual

() Capital

() N/A

() SPLOST

() TSPLOST

COUNTY ACTION REQUESTED ON: Approval of DA's Federal VOCA Grant Application Renewal

HISTORY, FACTS AND ISSUES: The District Attorney's Office of the Southern Circuit has been a recipient of federal Victims of Crime Act (VOCA) funds since 1997. The VOCA funds, combined with the 5% victim fees, provide the financial support for the Victim Services provided by the DA to all five counties. The grant is funneled through Lowndes County, rather than all five counties, for simplification and efficiency purposes. This grant, along with the 5% funds, allow the DA to provide victim services utilizing funds paid by federal and state defendants and not taxpayers. Submission of the application is due in the PAC Office by November 15, 2019. We also request, for efficiency, that the Commission execute a letter allowing the grant funds to be deposited directly to the DA's Office, rather than the funds being deposited to Lowndes County and then a check sent to the DA and also execute a letter authorizing the District Attorney to sign any and all future paperwork pertaining to this VOCA Continuation Grant. (Sample Letters Attached).

OPTIONS: 1. Approve VOCA Grant Application of the District Attorney
2. Board's Pleasure

RECOMMENDED ACTION: Approve

DEPARTMENT: District Attorney

DEPARTMENT HEAD: Bradfield M. Shealy

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:



PAC

Prosecuting
Attorneys'
Council of Georgia

Seeking Justice with Honor

PETER J. SKANDALAKIS
Executive Director

October 9, 2019

GEORGE HARTWIG
Chair
District Attorney
Houston Judicial Circuit

Re: Federal Fiscal Year 2020 VOCA Allocation - October 1, 2019 through September 30, 2020

BARRY MORGAN
Vice Chair
Solicitor-General
Cobb County

Dear Mr. Shealy:

SHANNON WALLACE
Secretary
District Attorney
Blue Ridge Judicial Circuit

It is my pleasure to inform you that the Criminal Justice Coordinating Council (CJCC) has approved the Federal Fiscal Year 2020 VOCA Continuation Base and Comp Advocate funding applications as submitted by the Prosecuting Attorneys' Council of Georgia (PAC). Therefore, your office has been selected to receive a portion of those funds. Below are the specifics with regard to your allocation of the statewide grant distribution.

PAUL BOWDEN
District Attorney
Tifton Judicial Circuit

County: **Lowndes**

Implementing Prosecuting Attorney: **District Attorney Bradfield Shealy**

Grant Period: **October 1, 2019 through September 30, 2020**

C.R. CHISHOLM
Solicitor-General
Athens-Clarke County

Allocation 1 (Base Funds):

Base Federal Funds: **\$245,532**

Base Match Funds: **\$61,383**

Sub-Grant Number: **C18-8-264**

GREGORY W. EDWARDS
District Attorney
Dougherty Judicial Circuit

REBECCA GRIST
Solicitor-General
Macon-Bibb County

Allocation 2 (Comp Advocate Funds):

Comp Advocate Federal Funds: **\$50,467**

Comp Advocate Match Waiver Request Funds: **\$12,617**

Sub-Grant Number: **C18-8-263**

MARGARET D. HEAP
District Attorney
Eastern Judicial Circuit

TIMOTHY G. VAUGHN
District Attorney
Oconee Judicial Circuit

The activation documents (see included checklist for guidelines on submitting documents) must be returned to PAC by November 15, 2019. If you have any questions, please contact Kathy Kemp (kkemp@pacga.org) or at (770) 282-6364.

Sincerely,

Peter J. Skandalakis
Executive Director
Prosecuting Attorneys' Council

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: Georgia Department of Transportation Local Maintenance & Improvement Grant (LMIG)

Work Session/Regular Session

DATE OF MEETING: November 12, 2019

BUDGET IMPACT: \$138,000.00

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: Georgia Department of Transportation Local Maintenance & Improvement Grant (LMIG)

HISTORY, FACTS AND ISSUES: As a part of the Georgia Department of Transportation Local Maintenance and Improvement Grant Program, Lowndes County has been allocated \$1,380,000.00 for FY 2020. As a part of this grant program, Lowndes County will be responsible for a 10% match or \$138,000.00 in local funding. Attached is an application and project list for the 2020 LMIG Program.

OPTIONS: 1. Authorize the Chairman to sign the 2020 LMIG Application
2. Board's Pleasure

RECOMMENDED ACTION: Board's pleasure

DEPARTMENT: Engineering

DEPARTMENT HEAD: Mike Fletcher

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

GEORGIA DEPARTMENT OF TRANSPORTATION LOCAL MAINTENANCE & IMPROVEMENT GRANT (LMIG) APPLICATION FOR FISCAL YEAR 2020
TYPE OR PRINT LEGIBLY. ALL SECTIONS MUST BE COMPLETED.

LOCAL GOVERNMENT AFFIDAVIT AND CERTIFICATION

I, Bill Slaughter (Name), the Chairman of Board of Commissioners (Title), on behalf of Lowndes County (Local Government), who being duly sworn do swear that the information given herein is true to the best of his/her knowledge and belief. Local Government swears and certifies that it has read and understands the LMIG General Guidelines and Rules and that it has complied with and will comply with the same.

Local government further swears and certifies that it has read and understands the regulations for the Georgia Planning Act of 1989 (O.C.G.A. § 45-12-200, et seq.), Service Delivery Strategy Act (O.C.G.A. § 36-70-20, et seq.), and the Local Government Budgets and Audits Act (O.C.G.A. 36-81-7 et seq.) and will comply in full with said provisions. Local government further swears and certifies that the roads or sections of roads described and shown on the local government's Project List are dedicated public roads and are part of the Public Road System in said county/city. Local government further swears and certifies that it complied with federal and/or state environmental protection laws and at the completion of the project(s), it met the match requirements as stated in the Transportation Investment ACT (TIA).

Further, the local government shall be responsible for any claim, damage, loss or expense that is attributable to negligent acts, errors, or omissions related to the designs, drawings, specifications, work and other services furnished by or on behalf of the local government pursuant to this Application ("Loss"). To the extent provided by law, the local government further agrees to hold harmless and indemnify the DEPARTMENT and the State of Georgia from all suits or claims that may arise from said Loss.

If the local government fails to comply with these General Guidelines and Rules, or fails to comply with its Application and Certification, or fails to cooperate with the auditor(s) or fails to maintain and retain sufficient records, the DEPARTMENT may, at its discretion, prohibit the local government from participating in the LMIG program in the future and may pursue any available legal remedy to obtain reimbursement of the LMIG funds. Furthermore, if in the estimation of the DEPARTMENT, a roadway or bridge shows evidence of failure(s) due to poor workmanship, the use of substandard materials, or the failure to follow the required design and construction guidelines as set forth herein, the Department may pursue any available legal remedy to obtain reimbursement of the allocated LMIG funds or prohibit local government from participating in the LMIG program until such time as corrections are made to address the deficiencies or reimbursement is made. All projects identified on the Project list shall be constructed in accordance with the Department's Standard Specifications of Transportation Systems (Current Edition), Supplemental Specifications (Current Edition), and Special Provisions.

Local Government:

_____ (Signature)

Bill Slaughter (Print)

Mayor / Commission Chairperson

November 12, 2019 (Date)

E-Verify Number

Sworn to and subscribed before me,

This ____ day of _____, 20__.

In the presence of:

NOTARY PUBLIC

SEAL:

My Commission Expires:

2020 LMIG PROJECT REPORT

County/City Lowndes County

Road Name	Beginning	Ending	Length (Miles)	Description of Work	Project Cost
Knights Ferry Road	CR 778	CR 46	1.85	Resurfacing	\$240,000
Trotters Ridge Subdivision	CR 192	CR 146	1.62	Resurfacing 6 Subdivision Roads	\$154,000
Pikes Pond Road	SR 376	Dead End	2.30	Resurfacing	\$285,000
Amberly Trail	CR 1205	CR 700	0.48	Resurfacing	\$45,000
Copeland Road	SR 31	SR 7	2.08	Resurfacing	\$275,000
Joseph Road	SR 38	CR 137	0.56	Resurfacing	\$110,000
Studstill Road	SR 125	RR Tracks	0.50	Resurfacing	\$60,000
Lloyd Jackson Road	CR 511	CR 785	0.57	Resurfacing	\$100,000
Hammock Hill Heights Subdivision	CR 756	CR 756	0.52	Resurfacing 4 Subdivision Roads	\$71,000
Sandbridge Drive	CR 511	Dead End	0.15	Resurfacing	\$40,000

November 12, 2019

Mr. Shannon Bradford
Georgia DOT
710 W 2nd Street
Tifton, GA 31794

Re: LMIG 2020

Mr. Gable,

Attached is the completed Georgia Department of Transportation Local Maintenance & Improvement Grant (LMIG) Application for Fiscal Year 2020. Also attached is the 2019 LMIG Project Report for Lowndes County. As an update to the Fiscal Year 2019 LMIG Grant, Lowndes County has completed all of the resurfacing projects under the 2019 LMIG Grant. If you have any question regarding the 2020 Application and Project list or the 2019 update, please feel free to contact me.

Respectfully Submitted,

Bill Slaughter
Chairman

Cc: Joe Pritchard, Lowndes County Manager
Michael Fletcher, P.E. County Engineer
Chad McLeod, Project Manager

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: Grant Re-Application for the Rural Transportation Program and
Associated Resolution

Work Session/Regular Session

DATE OF MEETING: November 12, 2019

BUDGET IMPACT:

FUNDING SOURCE:

Annual

Capital

N/A

SPLOST

TSPLOST

COUNTY ACTION REQUESTED ON: Approval of Grant Re-Application for the Rural Transportation Program
and Associated Resolution

HISTORY, FACTS AND ISSUES: It is time to submit the application to renew the grant with the Department of Transportation for the Section 5311 Rural Transportation Program. Attached is a copy of the resolution for adoption which authorizes the Chairman to sign all forms necessary in order for the DOT to process the request. The County's system is operated by MIDS, Inc., and in FY19 ran 24,357 trips. Included in the capital budget this year is computer hardware.

OPTIONS: 1. Approve the re-application and adopt the resolution authorizing necessary documents to be signed by the Chairman for continuance of Lowndes County's 5311 Rural Transportation Programs
2. Provide alternate direction to staff

RECOMMENDED ACTION: Approve

DEPARTMENT: Engineering

DEPARTMENT HEAD: Mike Fletcher

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

AUTHORIZING RESOLUTION

RESOLUTION AUTHORIZING THE FILING OF AN APPLICATION WITH THE GEORGIA DEPARTMENT OF TRANSPORTATION AND THE UNITED STATES DEPARTMENT OF TRANSPORTATION FOR A GRANT FOR PUBLIC TRANSPORTATION ASSISTANCE UNDER TITLE 49 U.S.C., SECTION 5311.

WHEREAS, the Federal Transit Administration and the Georgia Department of Transportation are authorized to make grants to non-urbanized (rural) areas for mass transportation projects; and

WHEREAS, the contract for financial assistance will impose certain obligations upon Applicant, including the provision of the local share of project costs; and

WHEREAS, it is required by the United States Department of Transportation and the Georgia Department of Transportation in accordance with the provisions of Title VI of the Civil Rights Act of 1964, that in connection with the filing of an application for assistance under the Federal Transit Act, the applicant gives an assurance that it will comply with Title VI of the Civil Rights Act of 1964 and the United States Department of Transportation requirements thereunder; and

WHEREAS, it is the goal of the Applicant that Minority Business Enterprise (Disadvantaged Business Enterprise and Women's Business Enterprise) be utilized to the fullest extent possible in connection with this project, and that definitive procedures shall be established and administered to ensure that minority business shall have the maximum feasible opportunity to compete for contracts and purchase orders when procuring construction contracts, supplies, equipment contracts, or consultant and other services.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF LOWNDES COUNTY, GEORGIA, hereinafter referred to as the "Applicant",

1. That the Chairman of the Board of Commissioners of Lowndes County, Georgia, hereinafter referred to as the "Official" is authorized to execute and file an application on the behalf of the Applicant, a County government, with the Georgia Department of Transportation to aid in the financing of public transportation assistance pursuant to Section 5311 of the Federal Transit Act.
2. That the Official is authorized to execute and file such application and assurances or any other document required by the U.S. Department of Transportation and the Georgia Department of Transportation effectuating the purpose of Title VI of the Civil Rights Act of 1964.
3. That the Official is authorized to execute and file all other standard assurances or any other document required by the Georgia Department of Transportation or the U.S. Department of Transportation in connection with the application for public transportation assistance.

4. That the Official is authorized to execute grant contract agreements on behalf of the Applicant with the Georgia Department of Transportation.
5. That the Official is authorized to set forth and execute Minority Business Enterprise, DBE (Disadvantaged Business Enterprise) and WBE (Women Business Enterprise) policies and procedures in connection with the project's procurement needs as applicable.
6. That the applicant while making application to or receiving grants from the Federal Transit Administration will comply with FTA Circular 9040.1G, FTA Certifications and Assurances for Federal Assistance 2021 as listed in this grant application and General Operating Guidelines as illustrated in the Georgia State Management Plan.
7. That the applicant has or will have available in the General Fund the required non-federal funds to meet local share requirements for this grant application.

APPROVED AND ADOPTED this 12th day of November, 2019.

Bill Slaughter, Chairman

Signed, sealed and delivered this 12th day of November, 2019 in the presence of

Witness

Notary Public/Notary Seal

CERTIFICATE

The undersigned duly qualified and acting Clerk of **(The Board of Commissioners of Lowndes County, Georgia)** certifies that the foregoing is a true and correct copy of a resolution adopted at a legally convened meeting held on November 12th, 2019.

K. Paige Dukes
Clerk

County Seal

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: Approval of the Submittal Resolution for the CDBG-EIP Grant Application for Street Paving and Drainage Improvements to Support the Arglass Project

Work Session/Regular Session

DATE OF MEETING: November 12, 2019

BUDGET IMPACT: -0-

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: Approval of the Submittal Resolution for the CDBG-EIP Grant Application for Street Paving and Drainage Improvements to Support the Arglass Project

HISTORY, FACTS AND ISSUES: In June of this year, it was announced that Arglass Southeast, LLC (Arglass Yamamura) would be locating its new glass container manufacturing facility in Lowndes County, creating 151 new jobs. Arglass will be making a capital investment of \$123.5 million in the new, state-of-the-art facility. The undeveloped property, located just off Rocky Ford Road, where Arglass will construct its facility is in need of street and drainage infrastructure which has a total project cost of \$1,075,591. The job creation and capital investment by Arglass makes this project eligible for Community Development Block Grant-Employment Incentive Program (CDBG-EIP) funding to assist with the construction of the road infrastructure. Lowndes County is applying for \$750,000 in CDBG-EIP funds, and the Valdosta-Lowndes Development Authority is funding the remaining \$325,591. Lowndes County is a partner in the application and is not committing to any direct funding in the pursuit of this grant. Any overages or financial commitments to the grant application amount is slated to be paid by the Development Authority. The dominant other costs expected are staff time, attorney time, and DCA oversight. In preparation for submittal of the CDBG-EIP application, a resolution authorizing the application needs to be approved by the Lowndes County Board of Commissioners. The Submittal Resolution is attached for consideration.

- OPTIONS: 1. Approve the resolution authorizing the submittal of the CDBG-EIP application to the Georgia Department of Community Affairs and authorize the Chairman to sign the resolution.
2. Redirect.

RECOMMENDED ACTION: Approve

DEPARTMENT: County Manager

DEPARTMENT HEAD: Joseph Pritchard

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

RESOLUTION

**OF THE LOWNDES COUNTY BOARD OF COMMISSIONERS
TO SUBMIT AN APPLICATION TO OBTAIN
EMPLOYMENT INCENTIVE PROGRAM GRANT FUNDS FOR PUBLIC
INFRASTRUCTURE IMPROVEMENTS TO ASSIST
ARGLASS SOUTHEAST, LLC.**

WHEREAS, the Lowndes County Board of Commissioners supports sound economic development initiatives within Lowndes County, realizing that such activity is in the best interest of the County, and resulting in the creation of new jobs and an increased capital investment in Lowndes County; and

WHEREAS, the Lowndes County Board of Commissioners has been informed that Arglass Southeast, LLC. plans to locate and construct a new facility on Rocky Ford Road in Lowndes County; and

WHEREAS, the Lowndes County Board of Commissioners has been informed that street and drainage infrastructure improvements will be required to assist in the development of the new industry; and

WHEREAS, the Lowndes County Board of Commissioners has identified a lack of sufficient funds to address the need for adequate street and drainage infrastructure; and

WHEREAS, Employment Incentive Program (EIP) funds are sufficient to address this need; and

WHEREAS, the Lowndes County Board of Commissioners has requested that the staff of the Southern Georgia Regional Commission assist in the preparation and administration of the EIP application; and

WHEREAS, the Lowndes County Board of Commissioners has chosen LEA, PC to provide pre- and post-award services as the project engineer for the EIP application; and

WHEREAS, the Valdosta-Lowndes Development Authority has agreed to provide any needed matching funds and the Lowndes County Board of Commissioners has agreed to provide in-kind services to complete this project.

THEREFORE BE IT RESOLVED, that the Lowndes County Board of Commissioners will submit an Employment Incentive Program (EIP) application to address the identified need.

SO RESOLVED this _____ day of _____, 2019.

Bill Slaughter, Chairman

Paige Dukes, County Clerk

(SEAL)

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: A Resolution to Support Eliminating Through Tractor Trailer
Truck Traffic Downtown

Work Session/Regular Session

DATE OF MEETING: November 12, 2019

BUDGET IMPACT:

FUNDING SOURCE:

() Annual

() Capital

(X) N/A

() SPLOST

() TSPLOST

COUNTY ACTION REQUESTED ON: A Resolution to Support Eliminating Through Tractor Trailer Truck Traffic
Downtown

HISTORY, FACTS AND ISSUES: Major tractor trailer truck traffic on the state and federal routes in downtown Valdosta continues to have a detrimental effect on the safety of motorists, pedestrians, economic development, quality of life, and businesses downtown. The Georgia Department of Transportation has developed an executive summary study to alleviate truck traffic in the downtown area. The study identified several alternatives in re-routing truck traffic out of and around downtown Valdosta. Re-routing will benefit the trucking industry and Valdosta/Lowndes County. A resolution to support eliminating through tractor trailer truck traffic downtown is attached for the Board of Commissioners' approval.

OPTIONS: 1. Adopt
2. Board's pleasure

RECOMMENDED ACTION: Adopt

DEPARTMENT: County Manager

DEPARTMENT HEAD: Joseph Pritchard

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

RESOLUTION:

A RESOLUTION TO SUPPORT ELIMINATING THROUGH TRACTOR TRAILER TRUCK TRAFFIC IN THE DOWNTOWN AREA OF THE CITY OF VALDOSTA, LOWNDES COUNTY, GEORGIA

WHEREAS, major through tractor trailer truck traffic (truck traffic) on the state and federal routes in downtown Valdosta has had, and continues to have, a detrimental effect on the economic development, quality of life, and safety of motorists, businesses, and pedestrians in downtown Valdosta; and

WHEREAS, during this period of time numerous truck and other vehicular by-passes have been built across Georgia, including, but not limited to, Thomasville, Moultrie, Douglas, and Albany, the same being constructed by or under the auspices of the Georgia Department of Transportation; and

WHEREAS, the Georgia Department of Transportation has developed an executive summary on a study to alleviate truck traffic in downtown Valdosta which was distributed in May, 2019; and

WHEREAS, this study identified several alternatives in re-routing truck traffic out of and around downtown Valdosta, said alternatives being viable in costs, design, and efficiency; and

WHEREAS, such a re-routing benefits the trucking industry by providing a route that is freer of passenger vehicular traffic, will have broader, more accommodating lanes, fewer traffic control devices, and, therefore, provides a route that is safer and quicker; and

WHEREAS, all commerce will benefit from such a re-routing as those industries in Valdosta's industrial parks will have direct access to the new route, existing downtown merchants, professional and business offices, and entertainment establishments will enjoy a safer, quieter environment in which to conduct their business, and businesses outside of Lowndes County will receive their goods and commodities in a faster and safer manner; and

NOW THEREFORE, BE IT RESOLVED, that the Lowndes County Board of Commissioners does hereby formally request that the Georgia Department of Transportation construct an alternate route and, upon completion thereof, designate the same as a permanent by-pass route with full enforcement authority to prohibit through truck traffic on state and federal routes in the downtown area of the City of Valdosta.

Approved and adopted this ___ day of _____, 2019.

Bill Slaughter, Chairman

ATTEST:

Paige Dukes, Clerk

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: Transfer of Chitty Park to Parks and Recreation Authority

Work Session/Regular Session

DATE OF MEETING: November 12, 2019

BUDGET IMPACT: -0-

FUNDING SOURCE:

() Annual

() Capital

(X) N/A

() SPLOST

() TSPLOST

COUNTY ACTION REQUESTED ON: Transfer of Chitty Park to Parks and Recreation Authority

HISTORY, FACTS AND ISSUES: The 2008 Trust Deed transferring the County's parks and recreation real properties to the Parks and Recreation Authority contained the wrong legal description for Chitty Park. The County needs to transfer Chitty Park with the correct legal description to the Parks and Recreation Authority. In turn, the Parks and Recreation Authority will transfer back to the County the property whose legal description was listed for Chitty Park in the 2008 Trust Deed. The Parks and Recreation Authority Board has approved both transactions. The Commission needs to approve the attached Trust Deed transferring Chitty Park to the Parks and Recreation Authority and acceptance of the attached Quitclaim Deed from the Parks and Recreation Authority for the erroneously transferred property.

OPTIONS: 1. Approve the Trust Deed and authorize the Chairman to sign, and acceptance by the County of the Quitclaim Deed.
2. Redirect.

RECOMMENDED ACTION: Approve

DEPARTMENT: County Manager

DEPARTMENT HEAD: Joseph Pritchard

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

After recording, return to:
Elliott, Blackburn & Gooding, P.C.
3016 North Patterson St.
Valdosta, GA 31602

QUITCLAIM DEED

STATE OF GEORGIA, Lowndes County.

THIS INDENTURE, made as of the _____ day of _____, 2019, between **VALDOSTA-LOWNDES COUNTY PARKS AND RECREATION AUTHORITY**, as party of the first part, hereinafter called the Authority, and **BOARD OF COMMISSIONERS OF LOWNDES COUNTY, GEORGIA**, as party of the second part, hereinafter called the Grantee (the words “Authority” and the “Grantee” to include their respective successors and assigns where the context requires or permits);

W I T N E S S E T H:

WHEREAS, the Authority is a political subdivision of the State of Georgia created pursuant to an act of the Georgia General Assembly, signed by Governor Sonny Perdue March 25, 2008 (the “Establishing Act”); and

WHEREAS, Grantee is the governing authority of Lowndes County, a political subdivision of the State of Georgia; and

WHEREAS, the Authority was created, *inter alia*, to provide parks and recreation services throughout Lowndes County and to acquire, own, construct, develop, provide, maintain and operate parks, playgrounds, recreation and athletic centers and facilities, and other parks and recreational facilities of all kinds; and

WHEREAS, the Authority acquired from the Grantee that certain property listed on **Exhibit A** hereto and incorporated herein by this reference (the “Property”) pursuant and subject to that certain Trust Deed, made June 24, 2008 and effective and recorded July 1, 2009 at Book 4379, Page 91, Lowndes County real estate records (the “Trust Deed”);

WHEREAS, the County erroneously transferred the Property to the Authority pursuant to the Trust Deed, which Property when so transferred to the Authority was not utilized or occupied for parks or recreation purposes.

WHEREAS, by acceptance of the Trust Deed, the Authority agreed to accept title to the Property in trust for the uses and purposes and in accordance with the terms, provisions and conditions set forth in the Trust Deed and to own, construct, develop, provide, maintain and operate the Property as part of its county-wide parks and recreation system, subject to the provisions in the Trust Deed regarding use of the Property and reconveyance of the Property to Grantee herein;

WHEREAS, the Authority does not now nor has it ever utilized or occupied the Property for parks and recreation purposes in Lowndes County and has determined that the Property is no longer necessary or desirable in connection with the Authority's provision of parks and recreation services in Lowndes County, Georgia, and therefore the Authority wishes to remise, release and forever quitclaim back to Grantee all of the right, title, interest, claim or demand which the Authority has or may have had in and to the Property.

WHEREAS, pursuant to the Trust Deed all right, title, and interest which the Authority has or may have in and to the Property shall revert to Grantee.

NOW, THEREFORE, the Authority for and in consideration of the sum of ONE AND NO/100 DOLLAR (\$1.00) AND OTHER GOOD AND VALUABLE CONSIDERATION, cash in hand paid at and before the sealing and delivery of the presents, the receipt of which is hereby acknowledged, has granted, bargained, sold, and conveyed and does by these presents grant, bargain, sell, convey, remise, release and forever **QUITCLAIM** unto Grantee all the right, title, interest, claim or demand, which the Authority has or may have had in and to the Property or its appurtenances.

With all and singular the rights, members and appurtenances to said described Property in anywise appertaining and belonging.

TO HAVE AND TO HOLD the said described Property to Grantee, so that neither the Authority, nor any other person or persons claiming under it, shall at any time hereafter, by any way or means, have, claim or demand any right or title to the aforesaid described Property, or its appurtenances or any part thereof.

[Signatures On Next Page]

IN WITNESS WHEREOF, the Authority has hereunto set its hand and seal by and through its authorized representatives, as of this ____ day of _____, 2019.

VALDOSTA-LOWNDES COUNTY PARKS AND RECREATION AUTHORITY

Signed, sealed and delivered
in the presence of

By: _____
Chairman

Notary Public
Commission Expiration Date: _____

Attest: _____
Secretary

[NOTARIAL SEAL]

Exhibit A

PROPERTY DESCRIPTION

All that tract or parcel of land located in Land Lot 75 of the 11th Land District of Lowndes County, Georgia, and being in the City of Valdosta and more particularly described as follows: To find the point of beginning commence at the intersection of the easterly right of way of Georgia State Highway No. 31 with the northerly right of way of Industrial Boulevard and from said point of reference thence north 59 degrees 50 minutes 00 seconds east for a distance of 634.20 feet to the point of beginning; thence FROM THE POINT OF BEGINNING north 21 degrees 6 minutes 19 seconds west for a distance of 469.60 feet to a concrete marker; thence north 69 degrees 05 minutes 16 seconds east for a distance of 804.87 feet to a concrete marker; thence south 30 degrees 10 minutes 00 seconds east for a distance of 345.53 feet to a concrete marker; thence south 59 degrees 50 minutes 00 seconds west along the northerly right of way of Industrial Boulevard 455.40 feet to a concrete marker; thence continuing along the northerly right of way of Industrial Boulevard south 59 degrees 50 minutes 00 seconds west for a distance of 348.22 feet to the point of beginning. Said tract contains 7.175 acres as more fully depicted and shown on that plat of survey for Pepsi-Cola Bottling Company of Valdosta, Inc. prepared by Robin Nelson Harris, dated September 4, 1992, to which plat reference is hereby made for all purposes including in aid of description.

After recording, return to:
Elliott, Blackburn & Gooding, P.C.
3016 North Patterson St.
Valdosta, GA 31602

TRUST DEED

STATE OF GEORGIA, Lowndes County.

THIS TRUST INDENTURE, made as of the _____ day of _____, 2019, between **BOARD OF COMMISSIONERS OF LOWNDES COUNTY, GEORGIA**, as party of the first part, hereinafter called Grantor, and **VALDOSTA-LOWNDES COUNTY PARKS AND RECREATION AUTHORITY**, as party of the second part, hereinafter called the Authority (the words “Grantor” and the “Authority” to include their respective successors and assigns where the context requires or permits);

WITNESSETH:

Whereas, Grantor is the governing authority of Lowndes County, a political subdivision of the State of Georgia; and

Whereas, the Authority is a political subdivision of the State of Georgia created pursuant to an act of the Georgia General Assembly, signed by Governor Sonny Perdue March 25, 2008 (the “Establishing Act”); and

Whereas, the Authority was created, *inter alia*, to provide parks and recreation services throughout Lowndes County and to acquire, own, construct, develop, provide, maintain and operate parks, playgrounds, recreation and athletic centers and facilities, and other parks and recreational facilities of all kinds; and

Whereas pursuant to Section 4(a)(7) of the Establishing Act, “if the [A]uthority shall deem it expedient to acquire any real or personal property from the governing authority of Lowndes County or any municipality therein, such governing authority is authorized in its

discretion to convey title to such real or personal property to the [A]uthority without consideration from the [A]uthority to such governing authority”; and

Whereas, the Authority deems it expedient to acquire the property listed on Exhibit A hereto and incorporated herein by this reference (the “Property”); from the Grantor;

Whereas, Grantor desires to convey title to the Property without consideration from the Authority, such Property to be held by the Authority in trust for the uses and purposes and in accordance with the terms, provisions and conditions set forth herein; and

Whereas, by acceptance of this Trust Deed, the Authority agrees to accept title to the Property in trust for the uses and purposes and in accordance with the terms, provisions and conditions set forth herein and to own, construct, develop, provide, maintain and operate the Property as part of its county-wide parks and recreation system, subject to the provisions herein regarding use of the Property and reconveyance of the Property to Grantor;

NOW, THEREFORE, Grantor for and in consideration of the sum of ONE AND NO/100 DOLLAR (\$1.00) AND OTHER GOOD AND VALUABLE CONSIDERATION, cash in hand paid, the receipt of which is hereby acknowledged, has bargained, sold, and does by these presents bargain, sell, remise, release and forever quitclaim Grantor’s interest in the Property IN TRUST to the Authority, TO HAVE AND TO HOLD the Property with its appurtenances unto the Authority, upon the trust and for the uses and purposes and in accordance with the terms, provisions and conditions set forth herein, so that neither the said Grantor, nor any other person or persons claiming under Grantor shall at any time claim or demand any right, title or interest to the Property or its appurtenances except as otherwise provided herein.

Notwithstanding the foregoing:

(a) The Authority shall use the Property exclusively for the purpose of providing parks and recreation services in Lowndes County, Georgia. Grantor and the Authority intend that this covenant shall be deemed to run with the Property in favor of or for the benefit of the land so held for the use of the public, which shall run in perpetuity, pursuant to the provisions of O.C.G.A. §44-5-60(c).

(b) The Authority shall not change the name, being presently “Chitty Park,” of the park or other facility contained on at the Property without the prior written consent of the Grantor.

(c) The Authority shall not pledge, mortgage, convey, assign, hypothecate, or otherwise encumber any parcel of the Property or execute any trust agreement, indenture, security deed, mortgage, or security agreement, pledging, mortgaging, conveying, assigning, hypothecating, or otherwise encumbering any of the Property as security for the repayment of any indebtedness or other obligation of the Authority, without the prior written consent of the Grantor.

(d) The Authority shall not sell, lease, grant, exchange, transfer, assign, or otherwise dispose of the Property, or any part thereof or interest therein, other than to Grantor, without the prior written consent of the Grantor.

(e) In the event the Authority determines the Property is no longer necessary or desirable in connection with the provision of parks and recreation services in Lowndes County, Georgia, the Authority shall remise, release and forever quitclaim to Grantor all of the right, title, interest, claim or demand which the Authority has or may have had in and to the Property.

(f) If the Authority discontinues use of the Property for the purpose of providing parks and recreation services in Lowndes County, Georgia, all right, title, and interest which the Authority has or may have in and to the Property shall revert to Grantor.

(g) When the Authority for any reason is dissolved after full payment of all bonded indebtedness incurred under the provisions of the Establishing Act, both as to principal and interest, title to the Property shall be conveyed to Grantor prior to such dissolution, for no consideration, subject to any liens, leases, or other encumbrances outstanding against or in respect to the Property at the time of such conveyance that Grantor may have consented to in advance pursuant to the provisions of this Trust Deed.

(h) In the event the Authority fails to adhere to the terms hereof, then Grantor shall be entitled to equitable relief to compel compliance by the Authority.

(i) The rights and remedies of Grantor set forth in this Trust Deed are not intended to be exhaustive, and the exercise by Grantor of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently exist at law or in equity or by statute or otherwise.

(j) The Authority shall be vested with all rights and powers with respect to the Property as granted by or pursuant to the Establishing Act, except as limited by the terms, provisions and conditions set forth herein.

[Signatures on next pages]

IN WITNESS WHEREOF, the Grantor has signed and sealed this Trust Deed the day and year above written, to be effective as of the Effective Date.

BOARD OF COMMISSIONERS OF
LOWNDES COUNTY, GEORGIA

Signed, sealed and delivered
in the presence of

By: _____
Bill Slaughter, Chairman

Notary Public
Commission Expiration Date: _____

Attest: _____
K. Paige Dukes, Clerk

[NOTARIAL SEAL]

[County Seal]

IN WITNESS WHEREOF, the Authority has accepted this Trust Deed, this ____ day of _____, 2019, effective as of the Effective Date.

VALDOSTA-LOWNDES COUNTY PARKS AND RECREATION AUTHORITY

Signed, sealed and delivered
in the presence of

By: _____
Chairman

Notary Public
Commission Expiration Date: _____

Attest: _____
Secretary

[NOTARIAL SEAL]

Exhibit A

PROPERTY DESCRIPTION

All that tract or parcel of land situate, lying and being in the City of Valdosta and in Land Lot No. 75 of the 11TH Land District of Lowndes County, Georgia, and more particularly described as follows:

Beginning at a 1" Bent Iron Pin Found at the intersection of the South Right of Way of Gil Harbin Industrial Boulevard and the East Right of Way of Madison Heights Drive, said point being the POINT OF REFERENCE thence S 61°31'54" W a distance of 60.74' to a 5/8" iron pin placed with a cap #3015 at the intersection of the South Right of Way of Gil Harbin Industrial Boulevard and the West Right of Way of Madison Heights Drive, said point being the *** POINT OF BEGINNING ***; thence S 19°29'53" E along the East Right of Way of Madison Heights Drive a distance of 530.35' to a 5/8" iron pin placed with a cap #3015 on the North line of Lot 7 Block "D" of Madison Heights Subdivision and the North line of property now or formerly owned by Earnestine W. Thurston; thence S 70°42'28" W along said North property line a distance of 609.31' to a 1/2" Iron Pin Found at the Southeast Right of Way of property now or formerly owned by Roger Budd Commercial Real Estate, LLC.; thence N 09°28'37" W along the East line of said Roger Budd Commercial Real Estate, LLC. Property a distance of 451.26' to a 1/2" Iron Pin Found on the South Right of Way of Gil Harbin Industrial Boulevard; thence N 61°31'54" E along said South Right of Way a distance of 537.36' back to the *** POINT OF BEGINNING ***.

Together with and subject to covenants, easements, and restrictions of record. Said tract contains 6.34 acres and is depicted on a plat of survey "Survey of Chitty Park for Lowndes County Board of Commissioners" by Rodney Gene Tenery, Jr., Georgia Registered Land Surveyor, dated August 11, 2019, which is on file in the Lowndes County Engineering Department.

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: Greater Lowndes Planning Commission Joint Ordinance /
Agreement

Work Session/Regular Session

DATE OF MEETING: November 12, 2019

BUDGET IMPACT:

FUNDING SOURCE:

() Annual

() Capital

(X) N/A

() SPLOST

() TSPLOST

COUNTY ACTION REQUESTED ON: Greater Lowndes Planning Commission Joint Ordinance / Agreement

HISTORY, FACTS AND ISSUES: Currently, the Greater Lowndes Planning Commission operates under a multi-municipality agreement. The ordinance currently in place was signed in 1996. For some time, the Planning Commission has been working on updating the ordinance to reflect the changes that have taken place over the last 20+ years within the Planning Commission. Please note that one of the biggest changes in the ordinance is the removal of any language regarding budget. The GLPC is no longer responsible for their own budget, as the County now covers the majority of the administrative duties and costs. Also, Remerton has asked to join the GLPC and has been presenting cases to the Board since their request, beginning with the August 2019 meeting. Therefore, all Lowndes County municipalities will now be a member of the GLPC going forward. The GLPC voted on the following motion by a 7-0 vote at their September 2019 meeting: A motion was made by Commissioner Ed Hightower to approve the updated Joint Ordinance, and sent it to the all municipalities, Commissioner Graham second. Motion carried.

OPTIONS: 1. Approve Greater Lowndes Planning Commission Joint Ordinance / Agreement
2. Board's Pleasure

RECOMMENDED ACTION: Board's pleasure

DEPARTMENT: Planning

DEPARTMENT HEAD: Trinni Amiot

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

ORDINANCE NO. _____

JOINT ORDINANCE

AN ORDINANCE OF THE LOWNDES COUNTY BOARD OF COMMISSIONERS, AND THE MAYORS AND COUNCILS OF THE CITIES OF VALDOSTA, DASHER, HAHIRA, LAKE PARK, AND REMERTON, GEORGIA, CONTINUING THE GREATER LOWNDES PLANNING COMMISSION, AND ADDING THE CITY OF REMERTON TO ITS MEMBERSHIP

WHEREAS, the Great Lowndes Planning Commission was established by Joint Ordinance of Lowndes County, the City of Valdosta, the City of Dasher, the City of Hahira, and the City of Lake Park, Georgia in 1996; and

WHEREAS, the City of Remerton has formally petitioned the Greater Lowndes Planning Commission to become a member; and;

WHEREAS, the member governments adopting this ordinance desire to perdure a Joint Ordinance continuing the Greater Lowndes Planning Commission.

NOW, THEREFORE BE IT ORDAINED jointly by Lowndes County, the City of Valdosta, the City of Dasher, the City of Hahira, the City of Lake Park, and the City of Remerton, herein referred to as member governments, that:

Section 1. Continuation of the Greater Lowndes Planning

Commission. The Greater Lowndes Planning Commission, herein referred to as the Commission, shall be continued as herein provided. All actions heretofore made by the Commission as created in 1996 are hereby ratified and confirmed.

Any unfinished business of the Commission as created in 1996 shall be assumed and continued by the Commission as continued by this Joint Ordinance.

Section 2. Membership. The Commission shall consist of twelve (12) members, herein referred to as Commission members; four (4) appointed by Lowndes County, four (4) appointed by the City of Valdosta, one (1) appointed by the City of Dasher, one (1) appointed by the City of Hahira, one (1) appointed by the City of Lake Park, and one (1) appointed by the City of Remerton.

Section 3. Terms. All Commission members shall be appointed for a term of five years. Any Commission member may be then reappointed to succeed himself or herself. If at the end of any term of any Commission member a successor thereto has not been appointed, the Commission member whose term has expired shall continue to serve as a Commission member until his or her successor is appointed; provided, however, the term of any such successor shall be deemed to begin on the day following the expired term of the Commission member then holding office.

Section 4. Eligibility. Each Commission member shall be a resident of Lowndes County at the time of his or her appointment and shall remain a resident of Lowndes County in order to continue serving as a Commission member. It is recommended that appointees to the Commission live within the jurisdictional boundaries of the appointing government. Commission members shall hold no elected office.

Section 5. Vacancy. Any vacancy on the Commission shall be filled by the member government that appointed the Commission member whose

resignation or ineligibility resulted in such vacancy. The Commission member so appointed shall serve for the remainder of the unexpired term.

Section 6. Officers, Meetings, Rules. The Commission shall elect from its members a Chairman, to serve a term of two calendar years and until a successor is elected, and a Vice-Chairman, to serve a term of two calendar years and until a successor is elected. The Commission shall meet once a month at the call of the Chairman except as otherwise determined by the Commission and at such other times as the Chairman or a majority of Commission members shall determine. The Commission shall adopt rules and procedures for the conduct of its meetings and the transaction of its business and shall cause minutes of its meetings and records of its actions to be kept, which minutes and records shall be public in accordance with Georgia law.

Section 7. Duties and Responsibilities. It shall be the function and duty of the Planning Commission, subject to the direction and control of the respective member governments, to make surveys and studies of existing conditions and future developments and to prepare or recommend such plans for community growth and development, as will best promote the public health, safety, morals, convenience, prosperity, general welfare, efficiency and economy of the member governments. In particular, the Planning Commission shall have the power and duty, subject to the control and direction of the member governments, to:

(a) oversee and maintain a local Comprehensive Plan collectively or for each member government, that is in accordance with the State of Georgia

requirements and guidelines and make recommendations on any amendments thereto.

(b) provide each member government advice and recommendations upon proposed amendments to its respective zoning ordinance, subdivision regulations, and other ordinances and regulations as requested by such member government,

(c) provide each member government advice and recommendations on such other matters as requested from time to time by such member government.

Section 8. Conflicts of Interest. A Commission member shall have a conflict of interest when he or she:

- (a) has a financial interest directly affected by advice or recommendation under consideration by the Commission,
- (b) has a financial interest in any business entity that has a financial interest directly affected by advice or recommendation under consideration by the Commission, or
- (c) has an immediate family member having any financial interest described in subsection (a) or (b) of this section.

Any Commission member having a conflict of interest shall immediately disclose the nature and extent of such interest to the Commission. The Commission member who has such an interest shall be disqualified from discussing and voting upon and shall not attempt to influence the advice or recommendation of the Commission under consideration which gave rise to the conflict of interest.

Section 9. Meeting Space. Lowndes County shall provide the Commission a regular meeting room in which to hold its meetings.

Section 10. Training. Each Commission member shall attend at least one training session within one year of appointment, and then at least one training session every two years.

Section 11. Expenses. The member governments shall provide funding for expenses incurred by the Commission, which may include the purchase of journals and other publications and plaques or similar mementos provided to Commission members at the end of a final 5-year term as a member of the Commission.

Section 12. Administrative Assistance. The Lowndes County Planning Office shall provide administrative assistance to the Commission necessary for the performance of the Commission's duties and responsibilities, including making arrangements for Commission members to attend training seminars, coordinating and overseeing the provision of local training opportunities for Commission members, preparing meeting agenda, taking and preparing minutes of Commission meetings, maintaining and distributing journals and other publications to Commission members, and keeping various records for the Commission.

Section 13. Repealer. All ordinances and resolutions, or parts of ordinances or resolutions, in conflict herewith are hereby repealed.

Section 14. Effective Date. This Joint Ordinance shall become effective upon approval of each of the member governments.

LOWNDES COUNTY, GEORGIA

Date: _____

County Commission Chairman

ATTEST: _____
County Clerk

CITY OF VALDOSTA, GEORGIA

Date: _____

Mayor, City of Valdosta

ATTEST: _____
Clerk of Council

CITY OF DASHER, GEORGIA

Date: _____

Mayor, City of Dasher

ATTEST: _____
City Clerk

CITY OF HAHIRA, GEORGIA

Date: _____

Mayor, City of Hahira

ATTEST: _____
City Clerk

CITY OF LAKE PARK, GEORGIA

Date: _____

Mayor, City of Lake Park

ATTEST: _____
City Clerk

CITY OF REMERTON, GEORGIA

Date: _____

Mayor, City of Remerton

ATTEST: _____
City Clerk

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: Hart Road Lift Station Pump

Work Session/Regular Session

DATE OF MEETING: November 12, 2019

BUDGET IMPACT: \$30,589.30

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: the purchase of a new pump for Xylem, Inc. for \$30,589.30

HISTORY, FACTS AND ISSUES: The Hart Road pump station is on the main trunk line. Pump #2 was sent in for repairs due to a high amp reading. Due to the condition of the pump, repairs exceed 75% of the cost of a new pump. Staff recommends a new pump be purchased from Xylem, Inc. for \$30,589.30.

OPTIONS: 1. Approve the Purchase of a new pump from Xylem In. for \$30,589.30

2. Board's Pleasure

RECOMMENDED ACTION: Approve

DEPARTMENT: Utilities

DEPARTMENT HEAD: Steve Stalvey

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:



PRODUCT REPAIR / SERVICE ESTIMATE

Estimate #: R2019-SAV-0137

Date: 11/5/2019

Page 1 of 5

Tag #: 4169

JobName: Hart Road

Customer Information

Company Name: LOWNDES CNTY UTILITES DEPT

Contact: Dale

Address

Telephone:

PO BOX 1349

Telephone:

VALDOSTA GA31603

Fax:

Email:

Following is an estimate prepared for you regarding the repair of your Flygt pump.

Product Identification

Product Number: 3201.180-5909

Serial Number: 3201.180-9240100

Model: 3201

Impeller Code: 264

HP: 40

Volts: 400

Phases: 3

Inspection Information

Inspected By:

Motor Data: Wire Configuration: U1:Red V1:Black W1:White

Megger to ground: R 550 B 550 W 550

Sensors:

Resistance through cable: RB 0.62 RW 0.65 BW 0.68

FLS

Stator Condition: Unusable

CLS

Shaft Condition: Good

KLIX

Oil Condition: Unusable

Bearing

Inspection Plugs:

Cable

Hydraulic: Impeller/Propeller Condition: Unusable

Cable Condition: Unusable

Volute Condition: Unusable

Cable Length: 30'

Flygt Products

128 A Airport Park Drive , Garden City GA 31408

PH: (912) 966-1577

FX: (912) 966-1579





PRODUCT REPAIR / SERVICE ESTIMATE

Estimate #: R2019-SAV-0137

Date: 11/5/2019

Page 2 of 5

Tag #: 4169

JobName: Hart Road

Hydraulic Type: C
Installation

Type: P

Discharge Size: 8"

Control

FLS- 1.571

MFV

Primary Requirement: Inner Seal failure

Repair/Service Requirements and remarks

Upon initial inspection of pump I noticed that face of volute is worn as well as guide claw and lifting handle, cooling jacket is also badly damaged. During inspection of pump cable I found cable to be dry-rotted in spots, and it is also pinched where a u-bolt crimp has been placed. Also upon inspection of cable I opened junction chamber to find that it was dry but that terminal board is out of date. I then removed the pump from the volute to inspect impeller and I found that impeller is badly worn along with impeller plate being severely worn, at this time I opened stator inspection plug and found grease and oil drainage. Which indicates that inner seal failed causing main bearing to be washed out by oil. I then checked oil to find that it was contaminated with water letting me know that outer seal failed allowing water into oil housing. Once oil was drained, and the oil housing and seals were removed I was then able to remove the cooling jacket. When jacket was removed I found that it was full of pump media. I was now able to remove the stator from the rotor at which time I found that even though stator was giving good reading it was damaged from oil, grease, and over heating. I also found that FLS unit was not operating properly which is why readings were high. When inspecting the stator I noticed that support bearing had also been contaminated/washed out. After I was finished inspecting the stator I removed the rotor/shaft from the bearing housing and found that shaft /rotor were both in good condition, but that main bearing had been completely washed out with no grease remaining.

I recommend the following BRK(basic repair kit), cable(30')w/grommet, Lifting handle, FLS and cable unit, terminal board, devcon(volute face), guideclaw, Hard iron impeller kit, cooling jacket, and stator.





PRODUCT REPAIR / SERVICE ESTIMATE

Estimate #: R2019-SAV-0137

Date: 11/5/2019

Page 3 of 5

Tag #: 4169

JobName: Hart Road

Parts, Labor and Other Charges

Qty	PartNo	Description	Sell Price	Total Price
1	601 89 32	KIT,REPAIR BASIC 3170/3201	\$6,025.00	\$6,025.00
1	384 54 37	STATOR,27-26-6A 230/460V	\$3,786.00	\$3,786.00
1	84 35 56	GROMMET,CR 31ID 52OD 22L	\$26.00	\$26.00
30	94 21 09	CABLE,SUBCAB AWG 6/3-2-1-GC+ 31MM	\$36.00	\$1,080.00
1	279 76 02	PIPE,BRASS	\$44.00	\$44.00
1	305 79 00	BRACKET,SLIDING 3" CI	\$1,838.00	\$1,838.00
1	396 42 00	BAIL,LIFTING STEEL	\$641.00	\$641.00
1	384 83 04	CASING,OUTER STEEL	\$3,269.00	\$3,269.00
1	426 82 00	TERMINAL BOARD UNIT	\$519.00	\$519.00
1	504 78 03	CABLE UNIT	\$120.00	\$120.00
1	518 89 02	DETECTOR,LEAKAGE UNIT FLS	\$234.00	\$234.00
2	81 73 42	SCREW,SLOTTED M4 X 12 SS	\$2.60	\$5.20
1	649 33 02	KIT,RETROFIT N642 3201	\$5,802.00	\$5,802.00
1	630 68 01	# PLATE,DATA CL F R/B 6306802	\$23.00	\$23.00
2	82 20 88	SCREW,DRIVE SIZE 4 X 5 SS	\$2.70	\$5.40

Labor and Other Charges:

Qty	PartNo	Description	Sell Price	Total Price
1	14-69 00 21C	ENV FEE 11-50HP NO TP ENVIRONMENTAL FEE	\$55.00	\$55.00
1	14-69 00 24A	MATERIALS,LUBES,SOLVENTS,ETC	\$41.00	\$41.00
12	14-69 00 03	LABOR,SERVICE FLYGT Z4-TP MODELS:	\$130.00	\$1,560.00

Total Price: \$25,073.60

Product Replacement

Product Number: 3202.185-0300

Estimated Delivery: 2 Weeks

Cost of New Unit: \$30,589.30

Description:

Flygt Model NP-3202.185 8" volute Submersible pump equipped with a 460 Volt / 3 phase / 60 Hz 45 HP 1150 RPM motor, 641 impeller, 1 x 50 Ft. length of SUBCAB 4G16+S(2x0,5) submersible cable, FLS leakage detector,



Flygt Products
128 A Airport Park Drive , Garden City GA 31408
PH: (912) 966-1577
FX: (912) 966-1579



PRODUCT REPAIR / SERVICE ESTIMATE

Estimate #: R2019-SAV-0137

Date: 11/5/2019

Page 4 of 5

Tag #: 4169

JobName: Hart Road

volute is prepared for Flush Valve

Terms

Please note: If additional repair requirements are identified during service, the total cost of your repair may change. Should this occur, we will contact you for approval before proceeding.

A signed Purchase Order or approval below must be received before any repair work can begin.

If repaired unit is not picked up or delivered within 5 days of completion, the repair will be invoiced.

Taxes: State, local and other applicable taxes are not included in this quotation.

Terms of payment: Net 30 Standard

(closing text)



Christine Huggins

Phone: 912-436-3393

Fax: 912-966-1579

Email: christine.huggins@xylem.com



PRODUCT REPAIR / SERVICE ESTIMATE

Estimate #: R2019-SAV-0137

Date: 11/5/2019

Page 5 of 5

Tag #: 4169

JobName: Hart Road

Customer Approval

Complete and sign this Approval and return to Xylem Water Solutions USA, Inc with, or in place of, your Purchase Order

I authorize Xylem Water Solutions USA, Inc to proceed for the amount shown above.

Repair

Replacement

Customer Name: _____

Date: _____

Customer Signature: _____

PO #: _____

Ship To:

Will Pick Up

Deliver

Ship To

Ship/Delivery Address:

Bill To:

Taxable:

Yes

No

Tax Exemption Certificate must be on file or tax will be applied to the invoice.



LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: Bids for Lowndes County Judicial and Administrative Complex
Roof Cleaning

Work Session/Regular Session

DATE OF MEETING: November 12, 2019

BUDGET IMPACT: \$39,500.00

FUNDING SOURCE:

Annual

Capital

N/A

SPLOST

TSPLOST

COUNTY ACTION REQUESTED ON: Bids for Lowndes County Judicial and Administrative Complex Roof
Cleaning

HISTORY, FACTS AND ISSUES: Lowndes County solicited bids for Cleaning the Lowndes County Judicial & Administrative Complex roof. A mandatory Pre-Bid meeting was held on October 8, 2019, and bids were publicly opened on October 15, 2019. The bids included cleaning all the roof area as the main bid. Alternate 1 was to add cleaning and sealing all the gutters. Alternate 2 was to add cleaning all white and off white borders on the face of the building. Alternate 3 was to clean all exterior faces of the building including all white and off white border. Staff received bids from two bidders.

Proficient Pool and Lawn Service Inc. –

Bid - \$21,500.00 Alt. 1 – Add \$6,500.00 Alt. 2 – Add \$9,800.00 Alt. 3 – Add 11,500.00

S&S Services –

Bid - \$43,976.00 Alt. 1 – Add \$3,875.00 Alt. 2 – Add \$14,750.00 Alt. 3 – Add \$19,976.00

Staff's recommendation is to include the main bid from Proficient Pool and Lawn Service and Alternates 1 and 3 for a total of \$39,500.00

- OPTIONS: 1. Approve the main bid from Proficient Pool and Lawn Service and Alternates 1 and 3 for a total of \$39,500.00 and authorize the Chairman to sign the contract with Proficient Pool and Lawn Service.
2. Redirect.

RECOMMENDED ACTION: Approve

DEPARTMENT: Finance

DEPARTMENT HEAD: Stephanie Black

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

CONTRACT



ENGINEERING DIVISION

327 N. Ashley Street
Valdosta, Georgia 31601

FOR: ENG 2019-05: Lowndes County Judicial & Administrative Complex Roof Cleaning

NOTICE TO DEALERS/VENDORS

1. Any prices bid by dealer/vendor on any items offered to Lowndes County shall be the price effective at the date of delivery.
2. No delivery date of "ASAP" (as soon as possible) shall be considered acceptable on items that have a maximum delivery date listed in the specifications.
3. Lowndes County reserves the right to accept alternate bids on any or all items where maximum delivery date, as listed in the specification, is not met by the dealer/vendor.
4. All shipping is to be FOB Valdosta, GA 31601 and included in the total price unless otherwise stated in the bid document.
5. Signature below of authorized agent for dealer/vendor shall constitute recognition and acceptance of all conditions of the sale as listed above.

Dealer/Vendor

Authorized Agent

GENERAL SPECIFICATIONS

It is the intent of these specifications to furnish Lowndes County with the following requisitioned project, according to the attached. It is clearly understood that the following are minimum specifications and are made in order to show the exact specifications of the work proposed.

Lowndes County reserves the right to accept or reject any or all bids or to choose the bid considered to be in its best interest.

The final decision of purchase will be made upon the award of the Lowndes County Board of Commissioners.

Include the bid number on the outside of your return envelope.

NO BID WILL BE CONSIDERED IF RECEIVED AFTER THE DATE AND TIME SPECIFIED.

**BID DOCUMENTS AND
CONTRACT DOCUMENTS**

For

**ENG 2019-05: Lowndes County Judicial & Administrative
Complex Roof Cleaning**

LOWNDES COUNTY ENGINEERING DIVISION

TABLE OF CONTENTS

1. Instructions to Bidders
2. Proposal
3. Contract Agreement
4. Notice to Proceed
5. Attachment 1 - Contractor Affidavit and Agreement (E-Verify)
6. Attachment 2 - Firestone UNA-CLAD™ UC-3 Roofing Panel Cleaning Recommendations

INSTRUCTIONS TO BIDDERS

1. There will be a mandatory pre-bid meeting on October 8, 2019 at 10:00 A.M. in the Engineering Conference Room on the 2nd floor of the Lowndes County Administrative Building, 327 N. Ashley Street, Valdosta, Georgia 31601. For those who wish to participate via teleconference, call (229) 671-3499. Please call a few minutes before 10:00 A.M. and announce yourself with your name and company name so that your attendance can be recorded. If you do not attend, in person or via teleconference, you will not be allowed to submit a bid.
2. Proposals must be made upon the form of proposal attached hereto. They must be enclosed in a sealed plain envelope endorsed with the bid number and title of the proposal, and must be hand delivered or mailed to Lowndes County Board of Commissioners, 327 N. Ashley Street, Valdosta, Georgia 31601, Attn: Purchasing Agent.
3. Lowndes County will receive sealed proposals on this project until October 15, 2019 at 10:00 A.M. in the Engineering Conference Room on the 2nd floor of the Lowndes County Administrative Building, 327 N. Ashley Street, Valdosta, Georgia 31601, where at such time and place the proposals will be publicly opened and read.
4. The prices shall be written in the proposal in figures. No bidder will be allowed to withdraw his proposal for any reason whatsoever after the bids have been opened.
5. Federal or State taxes are not applicable to Georgia Municipalities under the United States Code Title 26 and Georgia Exemption Certificate Number 3-465-686-300-1.
6. The bidder agrees that Lowndes County reserves the right to reject any or all proposals, or to accept the part of the bid considered to be in the best interest of the County.
7. The award of the contract will be made to the lowest responsible bidder taking into consideration quality performance and the time specified in the proposals for the performance of the contract. The County reserves the right to reject all bids as it appears in its own best interest and to waive technicalities.

Statement of Work

Work to complete this project will include, but not be limited to, the following criteria:

1. Pressure wash and clean the metal roofing per the manufacturer's recommendations (see Attachment 2) on all roofs totaling approximately 45,300 sf.
2. Jobsite shall be cleaned completely daily.
3. Insurance coverage shall meet or exceed all State, County, or City requirements. A copy of Insurance policy shall be provided to the county by the winning bidder with Lowndes County named as insured.
4. All work performed shall meet or exceed the State of Georgia Building Codes, Lowndes County Building Codes, and OSHA.
5. Vendors will not be responsible for any mechanical, plumbing, or electrical modifications

- necessary to complete the work.
6. No work to be done Monday through Friday between the hours of 7:30 A.M. & 5:30 P.M.
No work to be done on the 2nd and 4th Tuesday of each month.
 7. Contractor shall use any means necessary to cause the least amount of damage to pavement, concrete, grass, shrubs, trees, etc.
 8. Contractor will be responsible for repair of any damage.
 9. The awarded contractor shall present Lowndes County with a work plan and staging plan.

Inquiries

All questions related to this bid must be submitted in writing to the Purchasing Agent, Amy Woods, at amy.woods@lowndescounty.com. The deadline for all questions will be October 10, 2019 at 5:00 P.M.

END OF SECTION

PROPOSAL

Price for Lowndes County Judicial & Administrative Complex Roof Cleaning

\$ 21,500⁰⁰ (Twenty One Thousand Five Hundred)

Please provide alternate prices for:

Alternate #1: Clean all gutters and seal all joints.

\$ 6,500⁰⁰ (Six Thousand Five Hundred)

Alternate #2: Clean all white and off white borders.

\$ 9,800⁰⁰ (Nine Thousand Eight Hundred)

Alternate #3: Clean all exterior face of buildings including all white and off white borders.

\$ 11,500⁰⁰ (Eleven Thousand Five Hundred)

Bidder Information

Proficient Pool & Lawn Service Inc.

Name of Business

1420 Gornto Rd.

Address

Valdosta GA 31602

City, State, and Zip

229-560-7421

Business Phone Number

229-474-4210

Business Fax Number

46-5388626

Tax ID Number

Charles "Brent" Moore Jr.

Name of Person Submitting Bid

CEO

Title

229-560-0324

Phone Number

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under their respective seals on the day and date below written, be it deemed an original contract.

Executed on behalf of
LOWNDES COUNTY

Executed on behalf of
CONTRACTOR

The ___ day of _____, 2019

The ___ day of _____, 2019

By: _____
Chairman

By: _____
Contractor

Recommended: _____
County Manager

Date: _____

Witness for County:

Witness for Contractor:

County Clerk

NOTICE TO PROCEED

DESCRIPTION: ENG 2019-05: Lowndes County Judicial & Administrative Complex Roof Cleaning

You are hereby notified to commence WORK, in accordance with the Agreement dated _____, 2019 on or before _____, 2019 and you are to complete the work within ____ consecutive calendar days thereafter. The date of substantial completion of the work is therefore _____, 2019.

Lowndes County Board of Commissioners

BY: _____

TITLE: _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged.

Contractor: **Proficient Pool & Landscaping Inc.**
1420 Gornto Road
Valdosta, GA. 31602

This the _____ day of _____, 2019

BY: _____

TITLE: _____

Employer Identification
Number: _____

END OF SECTION

STATE OF GEORGIA
LOWNDES COUNTY

CONTRACTOR AFFIDAVIT AND AGREEMENT

The undersigned, who, after being duly sworn, states under oath and agrees to for and on behalf of the Contractor as follows:

1.

By executing this Affidavit, the undersigned verifies the compliance of the Contractor with the Georgia Illegal Immigration Reform and Enforcement Act of 2011, Sections 2 and 3, as amended (O.C.G.A. § 13-10-90 et seq., the "Act") and Georgia Department of Labor Rules 300-10-1-.01 et seq. (and, for a contract or agreement relating to public transportation, with the rules regarding the Act of the Georgia Department of Transportation; the "GDOT Rules"), stating affirmatively that the individual, firm, or corporation which is contracting with the Board of Commissioners of Lowndes County, Georgia ("Lowndes County") has registered with, is authorized to use, is using, and will continue to use throughout the contract period, a Federal Work Authorization Program* in accordance with the applicable provisions and deadlines established in the Act and Georgia Department of Labor Rule 300-10-1-.02 (and, for a contract or agreement relating to public transportation, established in the GDOT Rules).

2.

The undersigned Contractor further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to the Contract with Lowndes County of which this Affidavit is a part, the undersigned Contractor will secure from such subcontractor(s) similar verification of compliance with the Act and Georgia Department of Labor Rules 300-10-1-.01 et seq. (and, for a contract or agreement relating to public transportation, verification of compliance with the GDOT Rules) through the subcontractor's execution of the subcontractor affidavit the Act and the rules and regulations thereunder. The undersigned Contractor further agrees to maintain records of such compliance and provide a copy of each such Affidavit and verification to Lowndes County within five (5) business days after the subcontractor(s) is retained to perform such service. The Affidavit from each subsequent contractor shall include the subcontractor's (or sub-subcontractor's) name and address, E-verify/Federal Work Authorization Program user identification number and date of authorization to use the Federal Work Authorization Program, the name of the project, and the name of the public employer for the project.

845610
Contractor's E-verify/Federal Work Authorization
Company Identification Number
April 2013
Date of Authorization (Date Number Obtained)

Lowndes County
Judicial & Administrative
Complex Roof Cleaning
Name of Project
Lowndes County
Board of Commissioners
Name of Public Employer

[Signatures continue on following page]

I DECLARE UNDER PENALTY OF PERJURY THAT THE FOREGOING
IS TRUE AND CORRECT, AND AGREE TO THE FOREGOING FOR AND
ON BEHALF OF THE CONTRACTOR.

[Signature]
BY: Authorized Officer or Agent of Contractor

10/15/19
Date

Proicient Pool & Lawn Service Inc.
Contractor's Name

CEO
Title of Authorized Officer or Agent of Contractor

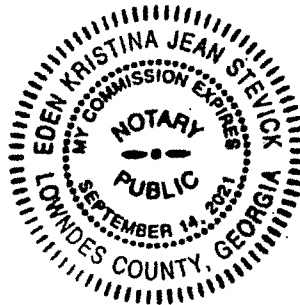
Charles "Brent" Mouse Jr.
Printed Name of Authorized Officer or Agent of Contractor

1420 Gornato Rd.
Valdosta GA 31602
Contractor's Address

Sworn to and subscribed before me

This 15 day of October, 2019

[Signature]
Notary Public



My commission expires: 9/14/21

* Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, commonly known as E-Verify.

Firestone UNA-CLAD™ UC-3 Roofing Panel Cleaning Recommendations

UNA-CLAD™ Paint Finish

Although UNA-CLAD factory-applied paint finishes are extremely durable, a periodic cleaning to remove build-ups of resins and other residue helps to extend finish life for roofing panels and metal trim. In coastal or heavy industrial areas, cleaning should take place on a regular basis due to exposed salt spray and heavy pollutants. A variety of methods for removal of surface deposits are available. Simple washing with plain water using hoses or pressure spray equipment is usually adequate. When heavy deposits of dirt or other contaminants dull surfaces, stronger methods may be needed.

Two precautions should be observed: (1) Do not use wire brushes, abrasives, or similar cleaning tools which mechanically abrade the finish surface, and (2) Certain cleaning agents listed below should be tested in an inconspicuous area before use on a large scale.

Group A: Hot or Cold Detergent Solutions

A 5% solution in water of commonly used commercial (non-industrial) detergents will not have deleterious effects on fluoropolymer surfaces. Use a cloth or sponge for application, followed by an adequate rinse of water.

Group B: Solvents

Most organic solvents are flammable and/or toxic, and must be handled accordingly. Always refer to the solvent manufacturer's Safety Data Sheets (SDS) and utilize proper safety practices. Keep solvents away from open flames, sparks and electrical motors and use adequate ventilation, protective clothing and goggles. Solvents that may be used to remove non-water soluble deposits such as tar, grease, oil and paint include:

- Isopropyl Alcohol (Rubbing Alcohol)
(Alcohol has no permanent effect on fluoropolymer surfaces.)

Group C: Petroleum Solvents and Turpentine

- VM&P Naphtha
- Mineral Spirits
(The above solvents have no permanent effect on fluoropolymer surfaces.)

Group D: Aromatic and Chlorinated Solvents

- MILDEW
In areas subject to high humidity levels, dirt and spore deposits can permit mildew growth. The following solution is recommended to remove mildew when necessary:
1/3 cup dry powdered laundry detergent (such as Tide®)
1 quart sodium hypochlorite 5% solution (such as Clorox®)
3 quarts water

Firestone UNA-CLAD™ UC-3 Roofing Panel Cleaning Recommendations (cont'd)

- **RUST STAINS**

Hydrochloric acid, citric acid or muriatic acid, diluted with ten volumes of water, may assist in removing rust stains from fluoropolymer surfaces. Limit contact with finished surface to five minutes. Oxalic acid solutions or acetic acid (vinegar) may also be used. Flush all surfaces with copious amounts of water after use. Caution: Acid solutions are corrosive and toxic.

ENG 2019-05 Judicial & Administrative Complex Roof Cleaning

Bid Opening

October 15, 2019

Tabulations

Bidder	Bid Bond	Addenda #1	Alternate #1	Alternate #2	Alternate #3	Bid Amount
Proficient Pool & Landscaping	N/A	N/A	6,500.00	9,800.00	11,500.00	21,500.00
S & S Services	N/A	N/A	3,875.00	14,750.00	19,220.00	43,976.00

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: Bids for a New Generator for 911

Work Session/Regular Session

DATE OF MEETING: November 12, 2019

BUDGET IMPACT: \$99,000.00

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: Bids for a New Generator for 911

HISTORY, FACTS AND ISSUES: The existing generator at 911 is no longer in service. Lowndes County is currently renting a generator that will run the facility in the event that power is lost. Staff completed drawings and specifications with EDC (Electrical Design Consultants) for a new generator and transfer switch. The drawings also detail the removal of the existing generator and transfer switch. A mandatory Pre-Bid Meeting was held on October 8, 2019, and the bids were opened on October 15, 2019. Staff received one bid for the project.

Ace Electric – \$98,000.00 for a Kohler Generator
\$99,000.00 for a Caterpillar Generator
\$104,000.00 for a Cummings Generator

Staff's recommendation is the Caterpillar Generator for \$99,000.00

OPTIONS: 1. Approve the bid from Ace Electric for \$99,000.00 for a Caterpillar Generator and authorize the Chairman to sign the contract with Ace Electric.
2. Redirect.

RECOMMENDED ACTION: Approve

DEPARTMENT: Finance

DEPARTMENT HEAD: Stephanie Black

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

ENG 2019-06 911 Generator Replacement

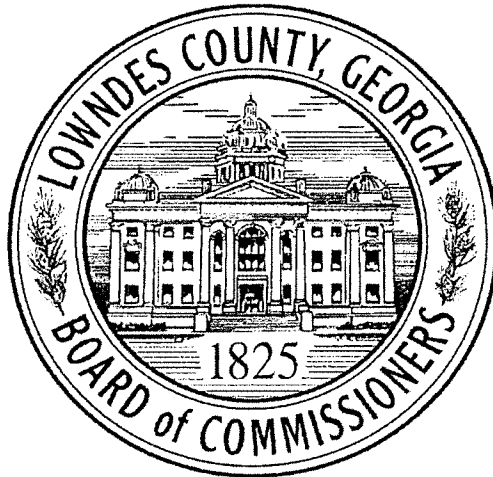
Bid Opening

October 15, 2019

Tabulations

Bidder	Bid Bond	Addenda #1	Bid Amount
Ace Electric	N/A	N/A	98,000.00 Kohler
			99,000.00 CAT
			104,000.00 Cummings

CONTRACT



ENGINEERING DIVISION

327 N. Ashley Street
Valdosta, Georgia 31601

FOR: Bid # ENG 2019-06
Lowndes County 911 Center Generator
Replacement

NOTICE TO DEALERS/VENDORS

1. Any prices bid by dealer/vendor on any items offered to Lowndes County shall be the price effective at the date of delivery.
2. No delivery date of "ASAP" (as soon as possible) shall be considered acceptable on items that have a maximum delivery date listed in the specifications.
3. Lowndes County reserves the right to accept alternate bids on any or all items where maximum delivery date, as listed in the specification, is not met by the dealer/vendor.
4. All shipping is to be FOB Valdosta, GA 31601 and included in the total price unless otherwise stated in the bid document.
5. Signature below of authorized agent for dealer/vendor shall constitute recognition and acceptance of all conditions of the sale as listed above.

Dealer/Vendor

Authorized Agent

GENERAL SPECIFICATIONS

It is the intent of these specifications to furnish Lowndes County with the following requisitioned project, according to the attached. It is clearly understood that the following are minimum specifications and are made in order to show the exact specifications of the work proposed.

Lowndes County reserves the right to accept or reject any or all bids or to choose the bid considered to be in its best interest.

The final decision of purchase will be made upon the award of the Lowndes County Board of Commissioners.

Include the bid number on the outside of your return envelope.

NO BID WILL BE CONSIDERED IF RECEIVED AFTER THE DATE AND TIME SPECIFIED.

BID DOCUMENTS AND CONTRACT DOCUMENTS

For

ENG 2019-06

Lowndes County 911 Center Generator Replacement

LOWNDES COUNTY ENGINEERING DIVISION

TABLE OF CONTENTS

1. Instructions to Bidders
2. Proposal
3. Contract Agreement
4. Notice to Proceed
5. Attachment 1 - Contractor Affidavit and Agreement (E-Verify)
6. Attachment 2 - Electrical Specifications
7. Attachment 3 - Electrical Demolition Plan
8. Attachment 4 - Electrical New Work Plan

INSTRUCTIONS TO BIDDERS

1. There will be a mandatory pre-bid meeting on October 8, 2019 at 2:00 P.M. outside the Lowndes County 911 Center, 1515 Madison Highway, Valdosta, Georgia 31601. If you do not attend, you will not be allowed to submit a bid.
2. Proposals must be made upon the form of proposal attached hereto. They must be enclosed in a sealed plain envelope and endorsed with the bid number and title of the proposal, and must be hand delivered or mailed to Lowndes County Board of Commissioners, 327 N. Ashley Street, Valdosta, Georgia 31601, Attn: Purchasing Agent.
3. Lowndes County will receive sealed proposals on this project until October 15, 2019 at 10:30 A.M. in the Engineering Conference Room on the 2nd floor of the Lowndes County Administrative Building, 327 N. Ashley Street, Valdosta, Georgia 31601, where at such time and place the proposals will be publicly opened and read.
4. The prices shall be written in the proposal in figures. No bidder will be allowed to withdraw his proposal for any reason whatsoever after the bids have been opened.
5. Federal or State taxes are not applicable to Georgia Municipalities under the United States Code Title 26 and Georgia Exemption Certificate Number 3-465-686-300-1.
6. The bidder agrees that Lowndes County reserves the right to reject any or all proposals, or to accept the part of the bid considered to be in the best interest of the County.
7. The award of the contract will be made to the lowest responsible bidder taking into consideration quality performance and the time specified in the proposals for the performance of the contract. The County reserves the right to reject all bids as it appears in its own best interest and to waive technicalities.

Statement of Work

Work to complete this project will include, but not be limited to, the following criteria:

1. Removal and disposal of existing Caterpillar natural gas generator and existing transfer switch (see Attachment 3).
2. Installation of a new diesel generator and transfer switch (see Attachments 2 & 4).
3. Insurance coverage shall meet or exceed all State, County, or City requirements. A copy of Insurance policy shall be provided to the county by the winning bidder with Lowndes County named as insured.
4. All work performed shall meet or exceed the State of Georgia Building Codes, Lowndes County Building Codes, and OSHA.
5. The awarded contractor shall present Lowndes County with the number of days required to complete the project.

Inquiries

All questions related to this bid must be submitted in writing to the Purchasing Agent, Amy Woods, at amy.woods@lowndescounty.com. The deadline for all questions will be October 10, 2019 at 5:00 P.M.

PROPOSAL

Price for Lowndes County 911 Center Generator Replacement

\$ 98,000.00 (KOHLER) \$99,000.00 (CAT) \$104,000.00 (CUMMINGS)

Bidder Information

ACE ELECTRIC INC.

Name of Business

4387 INNER PERIMETER ROAD

Address

VALDOSTA, GA. 31602

City, State, and Zip

229-244-9288

Business Phone Number

229-244-9284

Business Fax Number

20-2028352

Tax ID Number

JEREMY CARAWAY

Name of Person Submitting Bid

PROJECT MANAGER

Title

229-244-9288

Phone Number

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under their respective seals on the day and date below written, be it deemed an original contract.

Executed on behalf of
LOWNDES COUNTY

Executed on behalf of
CONTRACTOR

The ____ day of _____, 2019

The ____ day of _____, 2019

By: _____
County Manager

By: _____
Contractor

Recommended: _____
County Project Manager

Date: _____

Witness for County:

Witness for Contractor:

County Clerk

NOTICE TO PROCEED

DESCRIPTION: ENG 2019-05: Lowndes County Judicial & Administrative Complex Roof Cleaning

You are hereby notified to commence WORK, in accordance with the Agreement dated _____, 2019 on or before _____, 2019 and you are to complete the work within ____ consecutive calendar days thereafter. The date of substantial completion of the work is therefore _____, 2019.

Lowndes County Board of Commissioners

BY: _____

TITLE: _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged.

Contractor: Ace Electric
4387 Inner Perimeter Road
Valdosta, GA. 31602

This the _____ day of _____, 2019

BY: _____

TITLE: _____

Employer Identification
Number: _____

END OF SECTION

STATE OF GEORGIA
LOWNDES COUNTY

CONTRACTOR AFFIDAVIT AND AGREEMENT

The undersigned, who, after being duly sworn, states under oath and agrees to for and on behalf of the Contractor as follows:

1.

By executing this Affidavit, the undersigned verifies the compliance of the Contractor with the Georgia Illegal Immigration Reform and Enforcement Act of 2011, Sections 2 and 3, as amended (O.C.G.A. § 13-10-90 et seq., the "Act") and Georgia Department of Labor Rules 300-10-1-.01 et seq. (and, for a contract or agreement relating to public transportation, with the rules regarding the Act of the Georgia Department of Transportation; the "GDOT Rules"), stating affirmatively that the individual, firm, or corporation which is contracting with the Board of Commissioners of Lowndes County, Georgia ("Lowndes County") has registered with, is authorized to use, is using, and will continue to use throughout the contract period, a Federal Work Authorization Program* in accordance with the applicable provisions and deadlines established in the Act and Georgia Department of Labor Rule 300-10-1-.02 (and, for a contract or agreement relating to public transportation, established in the GDOT Rules).

2.

The undersigned Contractor further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to the Contract with Lowndes County of which this Affidavit is a part, the undersigned Contractor will secure from such subcontractor(s) similar verification of compliance with the Act and Georgia Department of Labor Rules 300-10-1-.01 et seq. (and, for a contract or agreement relating to public transportation, verification of compliance with the GDOT Rules) through the subcontractor's execution of the subcontractor affidavit the Act and the rules and regulations thereunder. The undersigned Contractor further agrees to maintain records of such compliance and provide a copy of each such Affidavit and verification to Lowndes County within five (5) business days after the subcontractor(s) is retained to perform such service. The Affidavit from each subsequent contractor shall include the subcontractor's (or sub-subcontractor's) name and address, E-verify/Federal Work Authorization Program user identification number and date of authorization to use the Federal Work Authorization Program, the name of the project, and the name of the public employer for the project.

126509
Contractor's E-verify/Federal Work Authorization
Company Identification Number
6/11/2008
Date of Authorization (Date Number Obtained)

Lowndes County 911 Center
Generator Replacement
Name of Project
Lowndes County
Board of Commissioners
Name of Public Employer

[Signatures continue on following page]

I DECLARE UNDER PENALTY OF PERJURY THAT THE FOREGOING
IS TRUE AND CORRECT, AND AGREE TO THE FOREGOING FOR AND
ON BEHALF OF THE CONTRACTOR.

[Signature]
BY: Authorized Officer or Agent of Contractor

10/14/19
Date

Ace Electric, Inc.
Contractor's Name

HR Director
Title of Authorized Officer or Agent of Contractor

Mindy Bates
Printed Name of Authorized Officer or Agent of Contractor

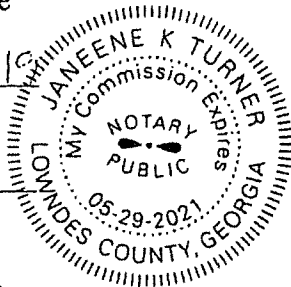
4081 Inner Perimeter Rd.

Valdosta, GA 31602
Contractor's Address

Sworn to and subscribed before me

This 14th day of October, 2019

Janeene K Turner
Notary Public



My commission expires: 05-29-21

* Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, commonly known as E-Verify.

ELECTRICAL SPECIFICATIONS

EDC# 19069

July 08, 2019

**LOWNDES COUNTY 911 CENTER
GENERATOR REPLACEMENT**

ELECTRICAL SPECIFICATIONS INDEX

**EDC# 19069
July 08, 2019**

**LOWNDES COUNTY 911 CENTER
GENERATOR REPLACEMENT**

SECTION	PAGES
16000 GENERAL	16000-1 thru 16000-5
16003 ELECTRICAL SUBMITTAL PROCEDURES	16003-1 thru 16003-3
16030 CONDUCTORS	16030-1 thru 16030-3
16190 ENGINE GENERATOR SET	16190-1 thru 16190-7
16220 CONSTRUCTION REVIEWS INSPECTION AND TESTING	16220-1

SECTION 16000

GENERAL

1.01 CONTRACT DOCUMENTS:

- A. All work of Section 16 shall comply with the requirements of:
 - 1. Specifications
 - 2. Drawings
 - 3. Modifications incorporated in the documents before their execution.

1.02 WORK INCLUDED

- A. This Division of the specifications (16000) covers the complete interior and exterior electrical system for all work shown on the drawings as specified herein providing all material, labor and equipment required for the installation of the electrical systems complete and in operating condition.
- B. Include in the electrical work all the necessary supervision and the issuing of all coordinating information to any other trades who are supplying work to accommodate the electrical installations.

1.03 DRAWINGS

- A. The drawings for electrical work utilize symbols and schematic diagrams which have no dimensional significance. The work shall therefore, be installed to fulfill the diagrammatic intent expressed on the electrical drawings.
- B. Coordinate electrical work with existing conditions. Provide fittings, junction boxes and accessories to meet conditions.
- C. Do not scale drawings. Dimensions for layout of equipment, or spaces shall be obtained from field measurements unless specifically indicated on the electrical drawings.
- D. Discrepancies shown on different drawings, between drawings and specifications or between drawings and field conditions shall be promptly brought to the attention of the Engineer.
- E. Provide as used on the drawings and in the specifications shall mean, furnish, install, connect, adjust and test.
- F. The drawings and specifications are complimentary and any work or material shown in one and omitted in the other, or described in the one and not shown in the other, or which may be implied by both or either, shall be furnished as though shown on both, in order to give a complete and first class installation.

1.04**SITE INVESTIGATION**

- A. Potential Contractors shall visit the project site prior to bid date to satisfy themselves as to the existing conditions and distances which may effect the cost of the project. Where work under this project requires extension, relocation, re-connecting or modifications to existing equipment or systems, the existing equipment or systems, shall be restored to their original condition, with the exception of the work under this contract, before the completion of this project.

1.05**SHOP DRAWINGS**

- A. Submit for approval by the Engineer all materials and equipment to be incorporated in the electrical work.
- B. Submit only shop drawings which comply with the contract documents. Shop drawings shall be checked and corrected by the Contractor before they are submitted to the Engineer. Shop drawings that are not corrected by the Contractor shall be returned for correction without detailed notations by the Engineer as to the necessary corrections.
- C. Mark each individual submittal item to show specification section which pertains to the item.
- D. Submit information as required under SUBMITTALS, for each of the individual electrical sections of the specifications.
- E. Data submitted shall contain all information required to indicate compliance with equipment specified.
- F. Submit field information drawings to explain fully all procedures involved in erecting, mounting and connecting all items of equipment which differ from that specified.
- G. When Shop Drawings are reviewed, some errors may be detected but others may be overlooked. This does not grant the Contractor permission to proceed in error. Regardless of any information contained in the Shop Drawings, the requirements of the Drawings and Specifications shall be followed and are not waived or superseded in any way by the Shop Drawing review.

1.06**RECORD DRAWINGS:**

- A. One complete set of electrical drawings shall be reserved for as-built drawings. Any approved deviation from the contract drawings shall be recorded on these drawings.
- B. Completed as-built drawings shall be presented to the Engineer prior to final inspection.

1.07 MAINTENANCE AND OPERATING INSTRUCTIONS:

- A. Provide at the time of final inspection three sets of maintenance and operating instruction for:
 - 1. Automatic Transfer Switch
 - 2. Engine Generator
- B. Furnish a qualified and accredited factory trained technician to train personnel designated by the Owner in the proper operation and maintenance of specialized equipment.
- C. The issuing of operating instructions shall include the submission of the name, address, and telephone number of the manufacturer's representative and service company for each item of equipment so that service and spare parts can be readily obtained.

1.08 CODES AND PERMITS:

- A. All electrical work shall meet or exceed the latest requirements of the following codes and/or other authorities exercising jurisdiction over the electrical construction work and the project.
 - 1. The National Electrical Code (NFPA 70) - 2017 Edition
 - 2. The National Electrical Safety Code (ANSI C-2)
 - 3. The Life Safety Code (NFPA 101) - 2012 Edition
 - 4. The International Building Code - 2012 Edition, with Georgia Amendments.
 - 5. Regulations of the local utility company with respect to metering and service entrance.
 - 6. Municipal and State ordinances governing electrical work.
- B. All required permits and inspection certificates shall be obtained, and made available at the completion of the work. Permits, inspections, and certification fees shall be paid for as a part of the electrical work.

1.09 DEVIATIONS:

- A. No deviations from the plans and specifications shall be made without the full knowledge and consent of the Engineer or his authorized representative.
- B. Should the Contractor find at any time during progress of the work that, in his judgment, existing conditions make desirable a modification in requirements covering any particular item or items, he shall report such items promptly to the Engineer for his decision and instruction.

1.10**INSTALLATION:**

- A. All equipment shall be installed in a neat and workmanlike manner and in accordance with recognized good practice for a first class installation.
- B. The Engineer or his representative shall have the authority to reject any workmanship not complying with the contract documents.
- C. The Electrical Contractor shall personally or through an authorized licensed and competent electrician, constantly supervise the work from beginning to complete and final inspection.
- D. Electrical equipment shall be installed in accordance with manufacturer's recommendations.
- E. Locations of proposed raceway, riser, location of structural elements, location and size of chases method and type of construction of floors, walls, partitions, etc., shall be verified before construction starts.

1.11**MATERIALS:**

- A. Drawings indicating proposed layout of space, all equipment to be installed therein and clearance between equipment shall be submitted, where substitution of materials alter space requirements on the drawings.
- B. Material Standards: All materials shall be new and shall conform to the standards where such have been established for the particular material in question. Publications and Standards of the organization listed below are applicable to materials specified herein.
 - 1. American Society for Testing and Materials (ASTM)
 - 2. Underwriter's Laboratories, Inc. (UL)
 - 3. National Electrical Manufacturer Association (NEMA)
 - 4. Insulated Cable Engineers Association (ICEA)
 - 5. Institute of Electrical and Electronic Engineers (IEEE)
 - 6. National Fire Protection Association (NFPA)
 - 7. American National Standards Institute (ANSI)
- C. Material of the same type shall be the product of one manufacturer.
- D. Materials not readily available from local sources shall be ordered immediately upon approval.
- E. The Engineer shall have authority to reject any materials, or equipment, not complying with these specifications and have the Contractor replace materials so rejected immediately upon notification of rejection.

1.12 EQUIPMENT CONNECTIONS:

- A. Where electrical connections to equipment require specific locations, such locations shall be obtained from shop drawings and field measurements.

1.13 PRODUCT DELIVERY, STORAGE, HANDLING, & PROTECTION

- A. Inspect materials upon arrival at Project and verify conformance to Contract Documents. Prevent unloading of unsatisfactory material. Handle materials in accordance with manufacturer's applicable standards and suppliers recommendations, and in a manner to prevent damage to materials. Store packaged materials in original undamaged condition with manufacturer's labels and seals intact. Containers which are broken, opened, damaged, or watermarked are unacceptable and shall be removed from the premises.
- B. Equipment and materials shall not be installed until such time as the environmental conditions of the job site are suitable to protect the equipment or materials. Conditions shall be those for which the equipment or materials are designed to be installed. Equipment and materials shall be protected from water, direct sunlight, cold or heat. Equipment or materials damaged or which are subjected to these elements are unacceptable and shall be removed from the premises and replaced.

1.14 CLEANING AND PAINTING

- A. Touch-up scratched or marred surfaces of equipment enclosures with paint furnished by the equipment manufacturers specifically for that purpose.

1.15 GUARANTEE:

- A. All systems and component parts shall be guaranteed for one year from the date of final acceptance of the complete project. Defects found during this guaranteed period shall be promptly corrected at no additional cost to the Owner.
- B. See 16190 for additional warranty required by Generator Manufacturer in addition to the one (1) year warranty noted above.

1.18 SCHEDULING OF OUTAGES

- A. Electrical work requiring interruption of electrical power which would adversely affect the normal operation of the 911 Center coordinated with the Owner.

END OF SECTION 16000

SECTION 16003

ELECTRICAL SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes requirements for the preparation of Electrical Division 16 Shop Drawings, Product Data, Samples, and other submittals.

PART 2 - PRODUCTS

2.1 SUBMITTAL PROCEDURES

- A. General Submittal Procedure Requirements: Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections.
- B. All submittals shall be submitted in electronic format.
- C. Electronic Submittals: Identify and incorporate information in each electronic submittal file as follows:
 - 1. Assemble complete submittal package into indexed files incorporating submittal requirements of each single Specification Section and transmittal form with links enabling navigation to each item.
 - 2. Name file with submittal number or other unique identifier, including revision identifier.
 - a. File name shall use project identifier and Specification Section number followed by a decimal point and then a sequential number (e.g., LNHS-061000.01). Resubmittals shall include an alphabetic suffix after another decimal point (e.g., LNHS-061000.01.A).
 - 3. Transmittal Form for Electronic Submittals: Use software-generated form from electronic project management software acceptable to Owner, containing the following information for EACH SECTION:
 - a. Project name.
 - b. Date.
 - c. Name and address of Engineer.
 - d. Name of Electrical Contractor.
 - e. Names of subcontractor, manufacturer, and supplier.
 - f. Specification Section number and title.
- D. Deviations and Additional Information: On an attached separate sheet, prepared on Contractor's letterhead, record relevant information, requests for data, revisions other than those requested by Engineer on previous submittals, and deviations from requirements in the Contract

Documents, including minor variations and limitations. Include same identification information as related submittal.

- E. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.
 - 1. Note date and content of previous submittal.
 - 2. Note date and content of revision in label or title block and clearly indicate extent of revision.
 - 3. Resubmit submittals until they are marked with approval notation from Engineer's action stamp.

2.2 SUBMITTAL DATA

- A. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
 - 1. Mark each copy of each submittal to show which products and options are applicable.
 - 2. Include the following information, as applicable:
 - a. Manufacturer's catalog cuts.
 - b. Manufacturer's product specifications.
 - c. Standard color charts.
 - d. Statement of compliance with specified referenced standards.
 - e. Testing by recognized testing agency.
 - f. Application of testing agency labels and seals.
 - g. Notation of coordination requirements.
 - h. Availability and delivery time information.
 - 3. For equipment, include the following in addition to the above, as applicable:
 - a. Wiring diagrams showing factory-installed wiring.
 - b. Printed performance curves.
 - c. Operational range diagrams.
 - d. Clearances required to other construction, if not indicated on accompanying Shop Drawings.
 - 4. Submit Product Data before or concurrent with Samples.
- B. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data.
 - 1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
 - a. Identification of products.
 - b. Schedules.
 - c. Compliance with specified standards.
 - d. Notation of coordination requirements.
 - e. Notation of dimensions established by field measurement.
 - f. Relationship and attachment to adjoining construction clearly indicated.
 - g. Seal and signature of professional engineer if specified.

2. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches, but no larger than 30 by 42 inches.
- C. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, contact information of Engineers and owners, and other information specified.
- D. Installer Certificates: Submit written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.

PART 3 - EXECUTION

3.1 CONTRACTOR'S REVIEW

- A. Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Engineer
- B. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

3.2 ENGINEER'S ACTION

- A. Submittals: Engineer will review each submittal, make marks to indicate corrections or revisions required, and return it.
- B. Incomplete submittals are unacceptable, will be considered nonresponsive, and will be returned for resubmittal without review.
- C. Submittals not required by the Contract Documents may be returned by the Engineer without action.

END OF SECTION

SECTION 16030

CONDUCTORS

1.01 SUBMITTALS

- A. Shop drawings shall be submitted and shall consist of manufacturer's published literature.

1.02 MANUFACTURERS

- A. Acceptable manufacturers are:
1. General Cable
 2. The Okonite Company
 3. Cerro
 4. Superior
 5. Southwire
 6. American Wire & Cable
 7. CME Wire & Cable
 8. Colonial Wire
 9. Encore Wire Corporation
- B. All wiring shall be manufactured in the United States.

1.03 MATERIALS

- A. Ratings and sizes:
1. Shall be not less than indicated on the drawings and not less than required by the NEC.
 2. Minimum size shall be No. 12 AWG copper provided the maximum voltage drops in the control circuits will not adversely affect the operation of the controls.
 3. Conductor sizes indicated on the drawings are for copper conductors.
- B. Conductors and ground wires:
1. Shall be copper.
 2. Size No. 8 AWG and larger shall be stranded.
 3. Size No. 10 AWG and smaller shall be solid.
- C. Conductor insulation:
1. Conductor insulation shall be the NEC type THHN/THWN.
- D. Wire shall be factory color coded in size No. 6 and smaller. Color shall be by integral pigmentation with a separate color for each phase, neutral and grounding conductor. Color code per phase shall be continuous throughout the project.

- E. Manufacturer's name and other pertinent information shall be marked or molded clearly on the overall jacket's outside surface or incorporated on marker tapes within the cables and wires at reasonable intervals along the cables and wires.
- F. Cables and wires indicated on the drawings for communication and signaling systems are for typical systems. Install cables and wires for the system being installed.
- G. All wiring shall be in conduit unless specifically noted otherwise.
- H. Every coil of wire shall be in the original wrapping and shall bear the Underwriters' Label of approval.
- I. Where wires are left for connection to any fixture or an apparatus, spare wire or cables shall be provided at the ends for connections. Fixture connections at the outlet box shall be made with insulated wire connectors.
- J. Outer jackets shall be color coded as follows:
 - 1. Three phase or single phase circuits, 120/208 volts:
 - a. Phase A - Black
 - b. Phase B - Red
 - c. Phase C - Blue
 - d. Neutral - White
 - e. Insulated ground wire - Green
 - 2. Only for large power cables and wires which do not have color coded jackets: No. 6 and larger.
 - a. Install bands of adhesive non-fading colored tape or slip-on bands of colored plastic tubing over the cables and wires at their originating and terminations points and at all outlets of junction boxes.
 - b. Color shall be permanent and shall withstand cleanings.
 - c. #6 and #8 AWG neutral and ground conductors shall have a full colored outlet jacket (white or green).

- K. Wiring for signal circuits shall conform to the recommendations of manufacturers of the signal system being installed so the system shall have optimum performance and maximum service continuity. Communication and signaling circuit wiring where run in conduit below grade or in a damp location shall be listed for use in a damp or wet location.
- L. When installing THHN/THWN extra care must be exercised so as not to damage nylon jacket. When nylon jacket is damaged wiring shall be removed from service, and replaced with new conductors.

END OF SECTION 16030

SECTION 16190

ENGINE GENERATOR SET

1.01 GENERAL

- A. Requirements contained in this Specification shall apply to and govern the work under this Section.

1.02 WORK INCLUDED

- A. Provide labor and material necessary to install a standby diesel engine-generator set of the latest commercial type and design as specified herein.

1.03 SUBMITTALS

- A. The Contractor shall furnish information showing manufacturers' model number, dimensions, and weights for the engine, generator, and major auxiliary equipment.

1.04 MANUFACTURERS

- A. The following manufacturers are the only acceptable manufacturers:
1. Onan
 2. Caterpillar/Olympian
 3. Kohler

1.05 MATERIALS

- A. Engine: The engine shall be 1800 RPM, water-cooled in line or Vee type four-stroke cycle compression ignition diesel. It shall meet specifications when operating on Number 2 domestic burner oil. Engines requiring premium fuels will not be considered. The engine shall be equipped with fuel, lube oil, and intake air filters, lube oil cooler, fuel transfer pump, fuel priming pump, engine driven water pump, and unit mounted instruments, water temperature gauge, lubrication oil pressure gauge, and battery charging ammeter.
1. Governor - A gear driven hydraulic governor shall maintain frequency regulation not to exceed 3% (1.8 hertz) from no load to full rated load.
 2. Mounting - The units shall be mounted on a structural steel sub-base and shall be provided with suitable spring-type isolators.
 3. Safety Devices - Safety shut-off for high water temperature, low oil pressure, over-speed, and engine over-crank shall be provided.
 4. Guards - Guards shall be provided over all exposed moving parts as required by OSHA.
- B. Generator:
1. The generator shall be rated for continuous stand-by service at 125 KW, 156 KVA at 0.8 power factor, 120/208 volts, three phase, four wire, 60 hertz, 1800 RPM.

2. The generator shall be a three phase, 60 hertz, single bearing, rotating field, synchronous type built to NEMA standards. A voltage regulator shall be provided to match the characteristics of the generator and engine. Voltage regulation shall be + - 2% from no load to full rated load. Readily accessible voltage drop, voltage level and voltage gain controls shall be provided. Voltage level adjustments shall be a minimum of + - 5%. Generator and exciter shall be inherently capable of parallel operation with other power sources of equivalent electrical characteristics, and stator shall include a twelve lead, re-connectable buss bar system for easy load connection.
3. Entire generator assembly shall be UL2200 listed.

C. Cooling System:

1. Radiator - A radiator with blower type fan shall be sized to maintain safe operation 110 degrees F ambient temperature. Air flow restriction from the radiator shall not exceed 0.5" HO.
2. The engine cooling system shall be pre-treated by the system supplier for the inhibition of internal corrosion, and freezing.
3. Radiator exhaust shall be designed for direct updraft exhaust.

D. Fuel System:

1. An in-base fuel tank shall be supplied and installed by the manufacturer of the power system. The tank capacity shall be minimum 583 gallons. Tank shall be constructed of "I" beams with a 3/16" floor plates and 10 gauge tank bottom. Tank shall incorporate 1/2" drain plugs on each end, 2" fill cap with locking provisions, level indicator, supply pipe and return pipe. Tank shall have access plate for mounting of fuel level alarm and tank inspections. Tank shall be dual wall construction provided with leak detection. Leak detection alarm status shall be shown on remote annunciator. At job completion, fuel tank shall be topped off and left full.
2. Tank shall be mounted to the skids of engine generator. Isolator pads shall be installed between pad and skid tank.
3. See drawings for existing power and controls conduit stub up location. Sub-base fuel tank shall take such location in consideration and accommodate such to allow existing conduit to serve generator.

E. Weather Proof Housing and Exhaust Muffler;

1. Housing shall consist of a weather proof enclosure (sound attenuated not required) to completely enclose the engine generator and accessories. Housing shall protect the engine generator from the environment, yet be conducive to easy maintenance. Housing shall have removable swing out doors on each side and lockable rear door for access to meters and controls. Side doors shall have a means to pad lock. Construction of housing shall be of a minimum 14 gauge sheet steel and painted manufacturers standard color.

2. The exhaust muffler shall be a critical grade muffler. Muffler shall be factory installed so that its weight is not supported by the engine. A flexible exhaust fitting shall be supplied and installed between the muffler and exhaust manifold. All accessories shall be factory installed. This includes flanges, muffler, tail pipe and rain cap.

F. Automatic Starting System:

1. Starting Motor - A DC electric starting system with positive engagement shall be furnished. The motor voltage shall be as recommended by the engine manufacturer.
2. Automatic Control - fully automatic generator set start-stop controls in the generator control panel shall be provided. Controls shall provide shutdown for low oil pressure, high water temperature, over speed, over crank. Controls shall include a 30 second single cranking cycle limit with lockout.
3. Block Heater - A unit mounted block heater incorporating a thermostatic switch shall be furnished to maintain engine block temperature. The heater shall be 120 volt, single phase, 60 hertz.
4. Battery Charging Alternator - A belt driven battery charging alternator rated 24 volts, 35 amp DC shall be provided with transistorized voltage regulator.
5. Batteries - A lead - acid storage battery set of the heavy duty diesel starting type shall be provided. Battery voltage shall be compatible with the starting system. The battery set shall be rated no less than 220 amp-hours. Necessary cables and clamps shall be provided.
6. Battery Racks - Battery racks shall be provided for each battery and shall conform to NEC 480 - 7 (a) (1). They shall be constructed of metal and so treated as to be resistant to deteriorating action by battery electrolyte. Further, construction shall be such that nonconducting insulation material directly supports the cells.
7. Battery Charger - A current limiting battery charger shall be furnished to automatically recharge batteries. Chargers shall float at 2.17 volts per cell. It shall include overload protection, silicon diode full wave rectifiers, voltage surge suppressor, DC ammeter, DC volt- meter, and fused AC input. AC input voltage shall be 120 volts, single phase. Amperage output shall be no less than 6 amperes.

G. Generator Control Panel:

1. Type - A generator mounted NEMA 3R type vibration isolated 14 gauge steel control panel shall be provided. Panel shall contain, but not be limited to, the following equipment:
 - a. Frequency meter, 3 ½ inch, dial type.
 - b. Voltmeter, 3 ½ inch, 2% accuracy.
 - c. Ammeter, 3 ½ inch, 2 % accuracy.
 - d. Ammeter - Voltmeter phase selector switch.
 - e. Automatic starting controls as specified.
 - f. Voltage level adjustment rheostat.
 - g. Dry contacts for remote alarm wired to terminal strips.

- h. Individual fault indicator lights for low oil pressure, high water temperature, over speed, and over crank.
- i. Three position function switch marked, RUN-STOP and REMOTE.
- j. Running time meter, oil pressure, battery charging ammeter, and water temperature gauges.

H. Main Line Circuit Breaker:

- 1. Type A main line, molded case circuit breaker mounted upon and sized to the output of the generator shall be installed as a load circuit interrupting and protection device. It shall operate both manually for normal switching functions and automatically during overload and short circuit conditions. Breaker shall be rated at 500 amps.
- 2. The trip unit for each pole shall have elements providing inverse time delay during overload conditions and instantaneous magnetic tripping for short circuit protection. The circuit breaker shall meet standards established by Underwriters Laboratories National Electric Manufacturer's Association, and National Electrical Code.

I. Automatic Load Transfer Switch(es):

- 1. The amperage rating of the automatic load transfer switch shall be as follows:

ATS No. 1 - 800 amps.
- 2. Each automatic transfer switch shall be mechanically held on both the emergency and the normal side, and rated for continuous duty in an unventilated enclosure. The switches shall be double throw with the main contacts rigidly and mechanically interlocked to insure only two possible positions: Normal or Emergency. A manual operator must be provided to enable manual operation.
- 3. Rating and Performance: The automatic load transfer control shall be rated for continuous duty when enclosed in a non-ventilated NEMA 1 enclosure. It shall be rated for all classes of load including inductive and non-inductive at 600 volts and tungsten lamp load at 250 volts. The transfer switch portion of the control shall be designed, built, and tested to close on an inrush current up to and including twenty (20) times the continuous rating of the switch without welding or excessive burning of the contacts. The transfer switch shall be capable of switching load up to and including fifteen (15) times the continuous rating of the switch and capable of enduring six thousand (6000) cycles of operation, at rated current, at a rate of six (6) cycles per minute, without failure. One cycle shall consist of one complete opening and closure of both sets of contacts on an inrush current of ten (10) times the continuous rating of the switch.
- 4. Each transfer switch shall be listed under U.L. 1008. Switches utilizing reversing contactor mechanisms as a means to transfer load are disallowed and will not be considered.

5. Accessories to transfer switches; All automatic load transfer switches shall include the following accessories:
 - a. Engine starting contacts to provide for generator starting from each unit independent of the other.
 - b. Full phase protection. Three phase relays shall be field adjustable, close differential type with 92-95% pickup and 82-85% drop out. Relays are to be connected across live lines.
 - c. Test switch, to simulate a power outage.
 - d. Adjustable time delay on engine starting to over-ride momentary outages and nuisance voltage dips.
 - e. Adjustable time delay on transfer of load to emergency source. Adjustable time delay to open transfer switch contact to allow motor loads to decay.
 - f. Adjustable time delay on retransfer to load to normal with 5 minute cool-down timer wherein the generator set runs unloaded after transfer to line.
 - g. Plant exerciser to start and run the generator set with or without load each 168 hours for a 30 minute interval. Selector switch will be provided for with load or without load testing.
 - h. One auxiliary contact closed on emergency and one auxiliary contact open on emergency.
 - i. Pilot lights to indicate the normal and emergency position of the transfer switch.
 - j. Isolated (ungrounded neutral bar).
 - k. Disconnect plug.
 - l. Time delay neutral, programmed transition, or in phase monitor.

- J. Annunciator Panel: A flush recessed panel shall be provided for remote mounting as shown on the drawings to give audible and visual warning of fault or alarm conditions in the generator set. Wiring shall be as required by the system manufacturer. The panel shall conform with the requirements of the National Electrical Code, Section 700-12, and the National Fire Protection Associates publication, NFPA No. 110-3-5.5.1, Level One. Fuel tank leak detection status shall be indicated on the annunciator.

- K. Transient voltage surge protection shall be provided protecting all low voltage circuits serving the transfer switch and the annunciator.

- L. Provide one (1) remote emergency power off button and signage for such. Locate in Main Electrical Room as shown on plans. Contractor to connect such to generator.

1.06

MANUFACTURING

- A. The engine, including engine block, oil pan, and cylinder heads, generator and all major items of auxiliary equipment shall be manufactured in the U. S. by manufacturers currently engaged in the production of such equipment.

- B. The unit shall be shipped to the job site by the manufacturer's authorized dealer. In addition, and in order not to penalize the owner for unnecessary or prolonged periods of time for service or repairs to the emergency system, the bidding generator set supplier must have no less than eighty percent (80%) of all engine replacement parts in his stock at all times. Certified proof of this requirement shall be available from the dealer.

1.07

TESTING

- A. Prior to acceptance of the installation, equipment shall be tested to show it is free of any defects and will start automatically and be subjected to full load test through the use of existing loads and, dry type load banks supplied for this purpose at the job site by the generator set supplier.
- B. Load bank testing shall be done in the presence of the Owner's appointed representative. Testing shall be for a period of four (4) hours under full load.
- C. Contractor shall supply all fuel necessary for load bank testing and start-up. Before final acceptance of generator unit top off tank leaving it full.

1.08

CERTIFICATE TEST REPORTS, MANUALS AND INSTRUCTIONS

- A. Prior to the final inspection, deliver 4 copies of the following items to the Engineer:
 - 1. A certificate by the manufacturer of the engine-generator set that the auxiliary electrical power system has been properly installed, adjusted and tested.
 - 2. Certified copies of all of the factory and construction site test data sheets and reports for the engine-generator set and major auxiliaries.
 - 3. Complete operating and maintenance manuals for the engine-generator set and auxiliaries including wiring diagrams, technical data sheets and information for ordering replaceable parts:
 - a. Include complete interconnection diagrams which indicate all components of the system.
 - b. Include complete diagrams of the internal wiring for each of the items of equipment.
 - c. The diagrams shall have their terminals identified to facilitate installation, operation and maintenance.
- B. Laminate or mount under plexiglas a set of operating instructions for the system and install it under a neat frame, adjacent to transfer switch.
- C. Provide signage, in accordance with section 16120, at main electrical service entrance equipment to indicate type and location of on-site emergency generator per N.E.C. 700.8(a).
- D. Furnish the services of a competent, factory-trained engineer or technician for instructing operating and maintenance personnel on the proper operation and maintenance of the system at the time of testing.

1.09 SYSTEM SERVICE CONTRACT

- A. The supplier of the standby power system shall provide a copy of and make available to the owner his standard service contract which, at the owner's option, may be accepted or refused. This contract will accompany any documents, drawings, catalog cuts, specification sheets, wiring, or outline drawings, etc. Submitted for approval to the designing engineer. The contract shall be for the complete power system.

1.10 WARRANTY

- A. The complete standby electrical system furnished under this Section shall be guaranteed against defective parts and workmanship under terms of the manufacturer's and dealer's standard warranty. But, in no event shall it be for a period of less than five (5) years or 3000 hours from date of final testing and acceptance of the system and shall include labor, parts and travel time for necessary repairs at the job site. Warranty information shall be submitted along with construction site test data sheets. This information shall list starting and ending dates and who is to be contacted for warranty service.

END OF SECTION 16190

EDC#

SECTION 16220

CONSTRUCTION REVIEWS INSPECTION AND TESTING

1.01 GENERAL

- A. Comply with Division 1 - General Requirements.

1.02 CONSTRUCTION REVIEWS

- A. The Engineer or his representative shall observe and review the installation of all electrical systems shown on the drawings and as specified herein.
- B. Before covering or concealing any conduit below grade or slab, in wall or above ceiling, the contractor shall notify the Engineer so that he can review the installation.

1.03 CONTRACTOR'S FINAL INSPECTION

- A. At the time of the Contractor's final inspection, all systems shall be checked and tested for proper installation and operation by the Contractor in the presence of the Engineer or his representative.
- B. The Contractor shall furnish the personnel, tools and equipment required to inspect and test all systems.
- C. Following is a list of items that the contractor must demonstrate to the Engineer or his representative as complying with the plans and specifications. Please note that this list does not necessarily represent all items to be covered in the final inspection, but should give the Contractor an idea of what is to be reviewed.
 - 1. Service ground, show connection to ground rod and cold water main.
 - 2. Demonstrate that all equipment is properly bonded.
 - 3. Demonstrate that equipment have breakers as specified, ground bar, copper bus, typed directory for circuit identification and that they are free of trash.
 - 4. Demonstrate that Emergency Generator System is in proper working order, meeting all requirements outlined in specifications.

END OF SECTION 16220

EDC ELECTRICAL ENGINEERS
 720 BROAD ST., SUITE 100
 AUGUSTA, GA 30901
 (706) 724-3551
 (706) 724-3507
 [Redacted]

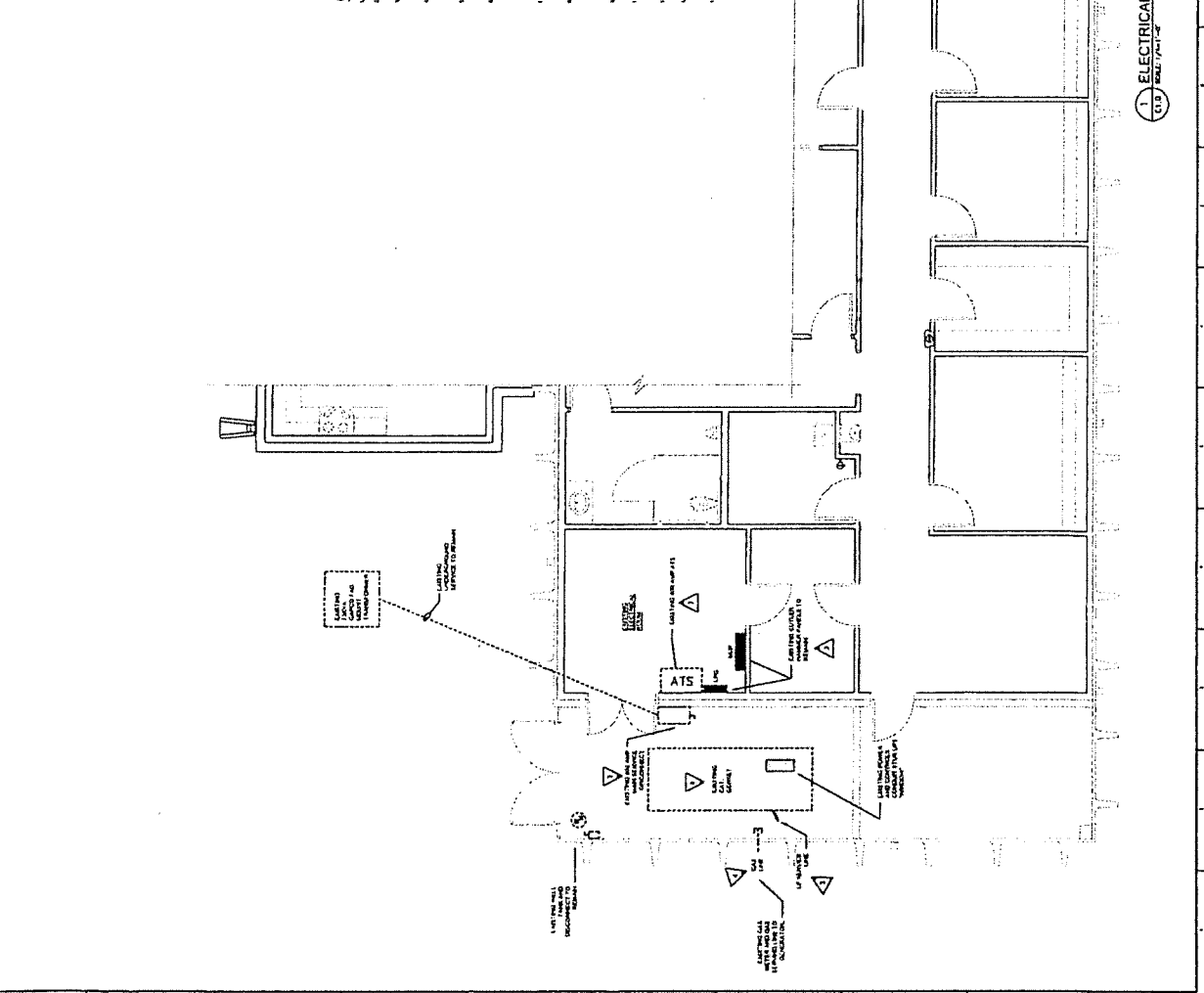
VALDOSTA, GEORGIA
 MSJK
 ELECTRICAL DEMOLITION PLAN

LOWDES COUNTY 911 CENTER-GENERATOR REPLACEMENT

KEYED NOTES:
 1. SEE THE GENERAL NOTES FOR THE DEMOLITION OF THE EXISTING ELECTRICAL SYSTEM.
 2. THE EXISTING ELECTRICAL SYSTEM SHALL BE DEMOLISHED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND THE NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) 70B.
 3. THE EXISTING ELECTRICAL SYSTEM SHALL BE DEMOLISHED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND THE NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) 70B.
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 9. THE EXISTING ELECTRICAL SYSTEM SHALL BE DEMOLISHED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND THE NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) 70B.
 10. THE EXISTING ELECTRICAL SYSTEM SHALL BE DEMOLISHED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND THE NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) 70B.

GENERAL NOTES:
 1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE, AND FEDERAL AUTHORITIES.
 2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE, AND FEDERAL AUTHORITIES.
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LEGEND
 LEGEND
 1. EXISTING ELECTRICAL SYSTEM
 2. NEW ELECTRICAL SYSTEM
 3. DEMOLITION OF EXISTING ELECTRICAL SYSTEM
 4. NEW ELECTRICAL SYSTEM
 5. DEMOLITION OF EXISTING ELECTRICAL SYSTEM
 6. NEW ELECTRICAL SYSTEM
 7. DEMOLITION OF EXISTING ELECTRICAL SYSTEM
 8. NEW ELECTRICAL SYSTEM
 9. DEMOLITION OF EXISTING ELECTRICAL SYSTEM
 10. NEW ELECTRICAL SYSTEM

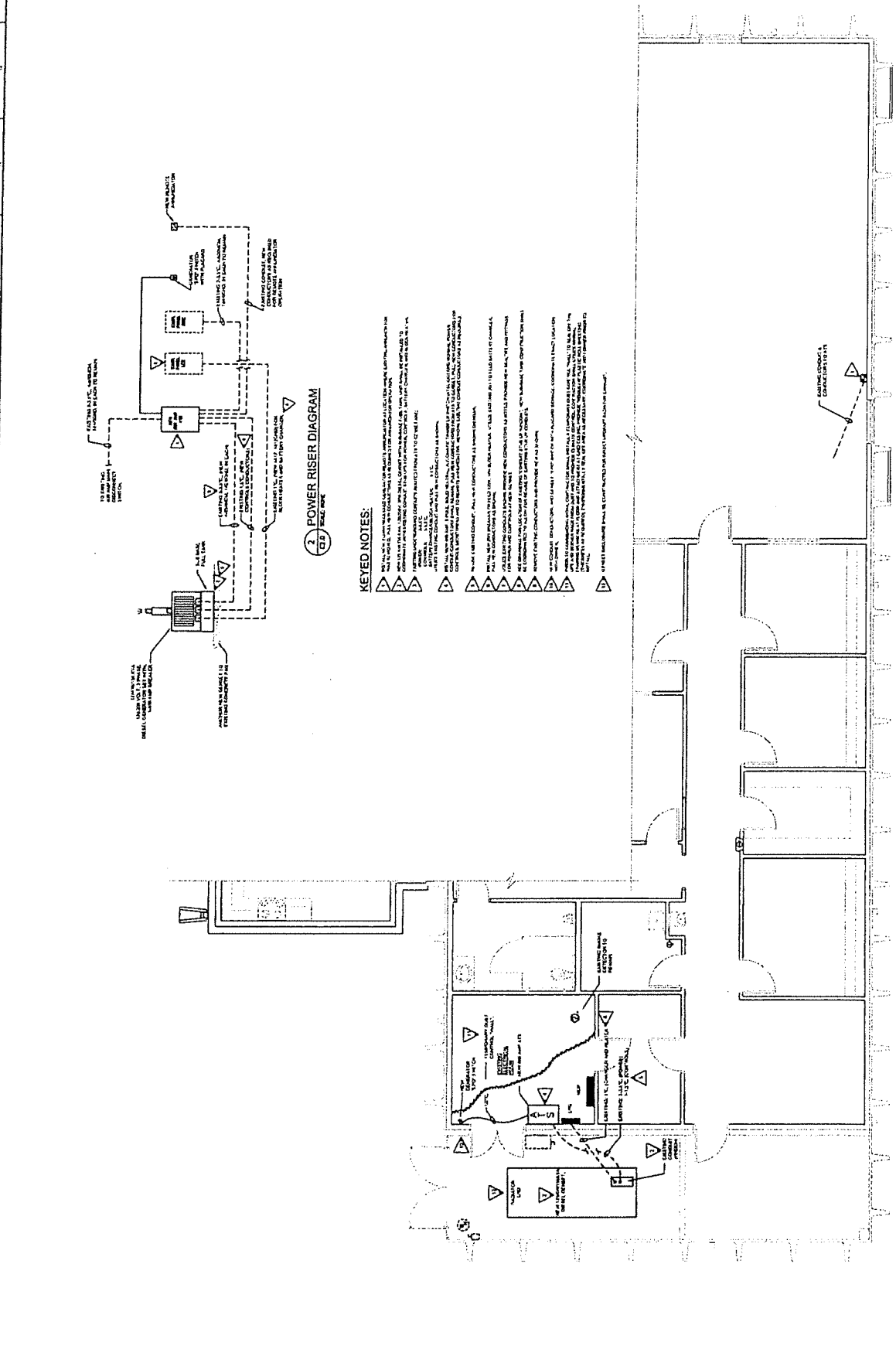


ELECTRICAL ENGINEERS
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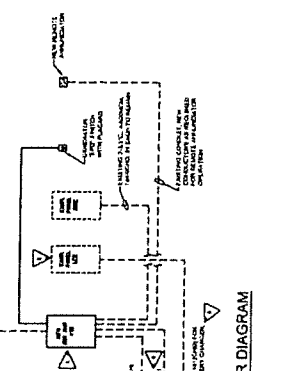
VALDOSTA, GEORGIA
 LOWDES COUNTY 911
 CENTER-GENERATOR REPLACEMENT

ELECTRICAL - NEW WORK PLAN
 MSJK
 AP



1 ELECTRICAL - NEW WORK PLAN
 1/2" = 1'-0"

KEYED NOTES:



2 POWER RISER DIAGRAM
 1/2" = 1'-0"