



LOWNDES COUNTY BOARD OF COMMISSIONERS
PROPOSED AGENDA
WORK SESSION, MONDAY, SEPTEMBER 21, 2020, 8:30 AM
REGULAR SESSION, TUESDAY, SEPTEMBER 22, 2020, 5:30 PM
327 N. Ashley Street - 2nd Floor

1. Call To Order

2. Invocation

3. Pledge Of Allegiance To The Flag

4. Minutes For Approval

- a. Work Session - September 8, 2020 & Regular Session - September 8, 2020
Recommended Action: Approve
Documents:

5. Appointment

- a. Board of Tax Assessors (Appointing Members)
Recommended Action: Board's pleasure
Documents:

6. For Consideration

- a. FY2021 Joint Funding Agreement with USGS
Recommended Action: Approve
Documents:
- b. Acceptance of Infrastructure for Val Del Villas
Recommended Action: Approve
Documents:
- c. Motorola SUAll (Evergreen)
Recommended Action: Approve
Documents:
- d. Grant Submission Request - COVID-19 Response Grant Application
Recommended Action: Board's pleasure
Documents:
- e. Foxborough Lift Station Pump
Recommended Action: Approve
Documents:

f. Land Application System (LAS) Expansion Agreement

Recommended Action: Approve

Documents:

g. Firefighter Personnel Request

Recommended Action: Board's pleasure

Documents:

7. Bid

a. Drainage Improvements to Brinson Lane and Oak Hill Drive

Recommended Action: Approve

Documents:

b. Grading, Drainage, Base, and Paving of Clyattstone Road and Simpson Lane.

Recommended Action: Approve

Documents:

c. Clyattstone Water Main Extension

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: Board of Tax Assessors (Appointing Members)

Work Session/Regular Session

DATE OF MEETING: September 22, 2020

BUDGET IMPACT:

FUNDING SOURCE:

() Annual

() Capital

(X) N/A

() SPLOST

() TSPLOST

COUNTY ACTION REQUESTED ON: Appointing members to the Board of Tax Assessors

HISTORY, FACTS AND ISSUES: At the August 25, 2020, Regular Session Meeting, a resolution regarding the number and terms of members of the Board of Tax Assessors of Lowndes County (the Board) was adopted. Three members are to be appointed to the Board. All members' terms will begin January 1, 2021. One member will be appointed for an initial term of three years, one member will be appointed for an initial term of four years, and one member will be appointed for an initial term of five years. Thereafter, all new appointments and reappointments to the Board shall be for a term of three years.

Mr. Gene Felts and Mrs. Gretchen Quarterman would like to be appointed to the Board.

OPTIONS: 1. Appoint members to the board.

2. Board's pleasure

RECOMMENDED ACTION: Board's pleasure

DEPARTMENT: County Manager

DEPARTMENT HEAD: Paige Dukes

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

Print

Lowndes County Board/Agency Appointee Information Sheet - Submission #79

Date Submitted: 8/30/2020

Date:

8/30/2020

Board/Agency Applying For:

Tax assessor

Last Name

Felts

First Name

Gene

Street Address

City/State/Zip

Valdosta

Phone Number

Email Address

Occupation

Retired banker

Professional Experience

Mortgage banking, finance, management

Knowledge & Skills

As part of my job at First Federal Savings and Loan (39.5 years) I performed thousands of home inspections, and appraisals.

What knowledge or skills do you possess that would contribute to the Board/Agency to which you are requesting to be appointed?

Please list the Board/Agency that you have been or are currently a member of:

N/a

Extra Activities & Community Organizations

Through the years I served on many boards throughout our community, but do not currently serve on any. I do serve as a deacon at First Baptist Church.

Please list any extracurricular activities and/or community organizations you are affiliated with.

Print

Lowndes County Board/Agency Appointee Information Sheet - Submission #80

Date Submitted: 9/9/2020

Date:

9/9/2020

Board/Agency Applying For:

Board of Assessors

Last Name

Quarterman

First Name

Gretchen

Street Address

City/State/Zip

Hahira, GA 31632

Phone Number

Email Address

Occupation

self employed / retired

Professional Experience

20 years in technology at the University at Buffalo
10 years in technology start-ups and self employment
10 years in volunteer community service

I am happy to provide additional detail should anyone have specific questions.

Please note that my mailing address is PO Box 461 Hahira GA 31632. We do not get mail at our home.

Knowledge & Skills

While I have no direct experience in real estate sales, I am able to learn and know that training for these positions is available and in fact required.

I understand how government works and have been actively participating since I moved to this area in 2007.

I think that it is important to have fresh perspective on each of the boards and authorities and that is why I chose to step down from the Zoning Board of Appeals this year at the end of my term.

I know that I would do my best to make sure that the Assessors Board reviews all assessments with alacrity and integrity.

What knowledge or skills do you possess that would contribute to the Board/Agency to which you are requesting to be appointed?

Please list the Board/Agency that you have been or are currently a member of:

I have previously served twelve years on the Zoning Board of Appeals.
I attended most county commission meetings from 2010 - 2019.

Extra Activities & Community Organizations

I am the Executive Director of the WWALS Watershed Coalition, a non profit advocating for clean water.

Please list any extracurricular activities and/or community organizations you are affiliated with.

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: FY2021 Joint Funding Agreement with USGS

Work Session/Regular Session

DATE OF MEETING: September 22, 2020

BUDGET IMPACT: \$22,500

FUNDING SOURCE:

- Annual - \$22,500
- Capital
- N/A
- SPLOST
- TSPLOST

COUNTY ACTION REQUESTED ON: Approval of FY2021 USGS Joint Funding Agreement

HISTORY, FACTS AND ISSUES: In 2009, Lowndes County entered into an agreement with the US Geological Survey (USGS) to install and maintain a stream gauge to monitor water levels on the Little River. This gauge is installed on the Hwy 122 bridge, just west of Hahira. While the USGS provided all of the equipment and the installation costs, Lowndes County has entered into an agreement since that time to provide funding for the ongoing maintenance costs associated with keeping the equipment in operation. From 2009 until 2019, Lowndes County funded this single gauge site.

In 2019, the City of Valdosta notified the USGS that they would no longer be able to fund the main gauge site located on the Withlacoochee River at the Skipper Bridge location. At that time Lowndes County agreed to assist with additional funding to allow this gauge to remain in operation. This additional gauge is funded in a partnership with USGS and the Suwanee River Watershed Management District both providing funding towards this project location.

With the latest agreement, Lowndes County is responsible for \$22,500 in maintenance costs. This is broken down as \$14,200 for the Little River site and \$8,300 for the Withlacoochee River site.

- OPTIONS:
1. Authorize Chairman to sign the Joint Funding Agreement for continued maintenance of both USGS stream gauges.
 2. Board's Pleasure

RECOMMENDED ACTION: Approve

DEPARTMENT: Emergency Management

DEPARTMENT HEAD: Ashley Tye

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:



United States Department of the Interior

U.S. GEOLOGICAL SURVEY
South Atlantic Water Science Center
1770 Corporate Drive, Suite 500
Norcross, Georgia 30093
Phone: (678) 924-6691 Fax: (678) 924-6710
<http://ga.water.usgs.gov>

August 20, 2020

Mr. Ashley Tye
250 Douglas County
Valdosta, Georgia 31601

Mr. Tye:

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

This JFA covers the period beginning on October 1, 2020, and ending on September 30, 2021, at a total cost of \$24,300 with \$1,800 provided by USGS and \$22,500 provided by Lowndes County, Georgia.

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

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

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

Sincerely, **VICTOR ENGEL**
Victor Engel, Director
USGS South Atlantic Water Science Center

Digitally signed
by VICTOR ENGEL
Date: 2020.08.24
10:59:49 -04'00'

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

Fixed Cost Agreement YES[X] NO[]

THIS AGREEMENT is entered into as of the October 1, 2020, by the U.S. GEOLOGICAL SURVEY, South Atlantic Water Science Center, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the Lowndes County Board of Commissioners party of the second part.

1. The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation Water Resource Investigations (per attachment), herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50, and 43 USC 50b.

2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) include In-Kind-Services in the amount of \$0.00

(a) \$1800 by the party of the first part during the period
October 1, 2020 to September 30, 2021

(b) \$22,500 by the party of the second part during the period
October 1, 2020 to September 30, 2021

(c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of: \$0

Description of the USGS regional/national program:

(d) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.

(e) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.

3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.

4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.

5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.

6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.

7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.

8. The maps, records or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program, and if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at cost, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The Parties acknowledge that scientific information and data developed as a result of the Scope of Work (SOW) are subject to applicable USGS review, approval, and release requirements, which are available on the USGS Fundamental Science Practices website (<https://www2.usgs.gov/fsp/>).

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

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

USGS Technical Point of Contact

Name: Brian McCallum
Assistant Director for Data - Georgia
Address: 1770 Corporate Drive Suite 500
Norcross, GA 30093
Telephone: (678) 924-6672
Fax: (678) 924-6710
Email: bemccall@usgs.gov

Customer Technical Point of Contact

Name: Ashely Tye
Address: 250 Douglas County
Valdosta, GA 31601
Telephone: (229) 671-2790
Fax:
Email: atye@lowndescounty.com

USGS Billing Point of Contact

Name: Crystal Stallworth
Budget Analyst
Address: 1770 Corporate Drive Suite 500
Norcross, GA 30093
Telephone: (678) 924-6691
Fax: (678) 924-6710
Email: castallw@usgs.gov

Customer Billing Point of Contact

Name: Ashely Tye
Address: 250 Douglas County
Valdosta, GA 31601
Telephone: (229) 671-2790
Fax:
Email: atye@lowndescounty.com

U.S. Geological Survey
United States
Department of Interior

Lowndes County Board of Commissioners

VICTOR
Digitally signed
by VICTOR ENGEL
Date: 2020.08.24
11:02:09 -0400
Date: 08/20/2020
By **ENGEL**
Name: Victor Engel
Title: Director

Signatures

By _____ Date: _____

Name:
Title:

By _____ Date: _____

Name:
Title:

By _____ Date: _____

Name:
Title:

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: Acceptance of Infrastructure for Val Del Villas

Work Session/Regular Session

DATE OF MEETING: September 22, 2020

BUDGET IMPACT: N/A

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: Acceptance of Infrastructure for Val Del Villas

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

- OPTIONS: 1. Adopt the Resolution
2. Board's Pleasure

RECOMMENDED ACTION: Approve

DEPARTMENT: Engineering

DEPARTMENT HEAD: Mike Fletcher

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

RESOLUTION

WHEREAS, the developer, Clint Joyner has completed improvements on Val Del Villas Subdivision; and

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

WHEREAS, the engineering division has inspected the improvements;

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

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

ATTEST: _____
County Clerk

DATE: _____

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

Mike Fletcher

From: Clint Joyner <clint@era4sale.com>
Sent: Thursday, September 3, 2020 8:59 AM
To: Mike Fletcher; James Warren
Subject: The Val Del Villas

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

Mike,

Hope this finds you well. We would like to go ahead and request Lowndes County to accept the infrastructure on The Val Del Villas. If you need anything else from me please don't hesitate to call or email.

Clint Joyner

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: Motorola SUAll (Evergreen)

Work Session/Regular
Session

DATE OF MEETING: September 22, 2020

BUDGET IMPACT: \$489,310.00 Annually
\$40,776 Monthly

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: Motorola SUAll (Evergreen)

HISTORY, FACTS AND ISSUES: This is for the renewal of the Motorola System Upgrade Agreement, or SUAll, that will allow Lowndes County to maintain a current system by providing system upgrades every two years. Subscriber maintenance and infrastructure maintenance is also covered under the SUAll agreement, along with 24/7 support. Lowndes County will pay Motorola a monthly amount of \$40,776.

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

RECOMMENDED ACTION: Approve

DEPARTMENT: E911

DEPARTMENT HEAD: Danny Weeks

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: Grant Submission Request - COVID-19 Response Grant
Application

Work Session/Regular Session

DATE OF MEETING: September 22, 2020

BUDGET IMPACT:

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: COVID-19 Response Grant Application

HISTORY, FACTS AND ISSUES:

SOS has approved the grant source. Fulton County has already received funds. **NO matching funds required.**

Election offices can use the funds to cover 2020 expenses, including the following:

Ensure Safe, Efficient Election Day Administration

- Maintain open in-person polling places on Election Day
- Procure Personal Protective Equipment (PPE) and personal disinfectant to protect election officials and voters from COVID-19
- Support and expand drive-thru voting, including purchase of additional signage, tents, traffic control, walkie-talkies, and safety measures

Expand Voter Education & Outreach Efforts

- Publish reminders for voters to verify and update their address, or other voter registration information, prior to the election
- Educate voters on safe voting policies and procedures

Launch Poll Worker Recruitment, Training & Safety Efforts

- Recruit and hire a sufficient number of poll workers and inspectors to ensure polling places are properly staffed.
- Provide voting facilities with funds to compensate for increased site cleaning and sanitization costs
- Deliver updated training for current and new poll workers administering elections in the midst of pandemic

Support Early In-Person Voting and Vote by Mail

- Expand or maintain the number of in-person early voting sites
- Deploy additional staff and/or technology improvements to expedite and improve mail ballot processing

<https://www.techandciviclifef.org/our-work/election-officials/grants/>

OPTIONS: 1. Approval to apply for the grant.
2. Board's pleasure

RECOMMENDED ACTION: Board's pleasure

DEPARTMENT: Board of Elections

DEPARTMENT HEAD: Deb Cox

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: Foxborough Lift Station Pump

Work Session/Regular Session

DATE OF MEETING: September 22, 2020

BUDGET IMPACT: \$41,217.60

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: Foxborough Lift Station Pump

HISTORY, FACTS AND ISSUES: Due to excessive ragging and the age of the pumps, staff is recommending that one of the pumps at the Foxborough lift station be replaced with a new N-impeller pump. Staff received a quote from Xylem for an 85hp pump for \$41,217.60. Staff recommends purchasing the new pump for the Foxborough Lift Station from Xylem, Inc. for \$41,217.60.

- OPTIONS:
1. Approve the purchase of a new pump for the Foxborough Lift Station
 2. Board's pleasure

RECOMMENDED ACTION: Approve

DEPARTMENT: Utilities

DEPARTMENT HEAD: Steve Stalvey

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:



**Xylem Water Solutions USA, Inc.
Flygt Products**

September 15, 2020

128 A Airport Park Drive
Garden City, GA 31408
Tel (912) 966-1577
Fax (912) 966-1579

LOWNDES CNTY UTILITES DEPT
PO BOX 1349
VALDOSTA GA 31603-1349

Quote # 2019-SAV-0281
Project Name: Lowndes Cnty Foxboro
Job Name:

Xylem Water Solutions USA, Inc. is pleased to provide a quote for the following Flygt equipment.

Block 1

Qty	Part Number	Description	Unit Price	Extended Price
1	3301.185-0126	Flygt Model NP-3301.185 6" volute Submersible pump equipped with a 460 Volt / 3 phase / 60 Hz 85 HP 1750 RPM motor, 464 impeller, 1 x 50 Ft. length of SUBCAB 3x50+2G35/2+S(2x0,5) submersible cable, FLS leakage detector, volute is prepared for Flush Valve	\$ 39,254.60	\$ 39,254.60

Total Price \$ 39,254.60

Freight Charge \$ 1,963.00

Total Price \$ 41,217.60

Terms & Conditions

This order is subject to the Standard Terms and Conditions of Sale – Xylem Americas effective on the date the order is accepted which terms are available at <http://www.xylem.com/en-us/Pages/terms-conditions-of-sale.aspx> and incorporated herein by reference and made a part of the agreement between the parties.

Purchase Orders: Please make purchase orders out to: Xylem Water Solutions USA, Inc.

Freight Terms: 3 DAP - Delivered At Place 08 - Jobsite (per IncoTerms 2020)
See Freight Payment (Delivery Terms) below.

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

Back Charges: Buyer shall not make purchases nor shall Buyer incur any labor that would result in a back charge to Seller without prior written consent of an authorized employee of Seller.

Shortages: Xylem will not be responsible for apparent shipment shortages or damages incurred in shipment that are not reported within two weeks from delivery to the



jobsite. Damages should be noted on the receiving slip and the truck driver advised of the damages. Please contact our office as soon as possible to report damages or shortages so that replacement items can be shipped and the appropriate claims made.

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

Terms of Delivery: Full Freight Allowed

Validity: This Quote is valid for ninety (90) days.

Terms of Payment: 100% N30 after invoice date.

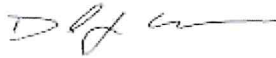
Xylem's payment shall not be dependent upon Purchaser being paid by any third party unless Owner denies payment due to reasons solely attributable to items related to the equipment being provided by FLYGT.

Schedule: Please consult your local Flygt Branch Office to get fabrication and delivery lead times.

We do not supply junction boxes, disconnects, surge protection, kellum grips, piping, valves, guide bars, pressure gauges, spare parts, labor or any other equipment or installation services not specifically indicated above.

We thank you for your interest in Flygt equipment from Xylem Water Solutions USA, Inc.. and look forward to being of service to you in the near future. Please feel free to call if you have any questions or if you require assistance.

Sincerely,



Daniel Collier
Sales Representative
Phone: 912-966-1577

Dale Adams
Sales Representative
Phone: 912-344-9929

daniel.collier@xyleminc.com
Fax: 912-966-1579

dale.adams@xyleminc.com
Fax:(912) 966-1579





Customer Acceptance

This order is subject to the Standard Terms and Conditions of Sale – Xylem Americas effective on the date the order is accepted which terms are available at <http://www.xylem.com/en-us/Pages/terms-conditions-of-sale.aspx> and incorporated herein by reference and made a part of the agreement between the parties.

A signed copy of this Quote is acceptable as a binding contract.

Purchase Orders: Please make purchase orders out to: Xylem Water Solutions USA, Inc.

Quote #: 2019-SAV-0281
Customer Name: LOWNDES CNTY UTILITES DEPT
Job Name:
Total Amount: \$ 39,254.60
(excluding freight)

Signature: _____	Name: _____ (PLEASE PRINT)
Company/Utility: _____	PO: _____
Address: _____	Date: _____
_____	Phone: _____
_____	Email: _____
_____	Fax: _____



LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: Land Application System (LAS) Expansion Agreement

Work Session/Regular Session

DATE OF MEETING: September 22, 2020

BUDGET IMPACT: \$19,800.00

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: LAS Expansion Agreement

HISTORY, FACTS AND ISSUES: Due to growth and increased flow additional spray fields are needed at the LAS. Nutter & Associates performed the original assessments and testing required by Georgia EPD. Nutter & Associates submitted a proposal to perform this work on the new fields for \$19,800.00. Staff recommends approval and authorize the chairman to sign the agreement.

- OPTIONS: 1. Approve and authorize the chairman to sign the agreement.
2. Boards Pleasure

RECOMMENDED ACTION: Approve

DEPARTMENT: Utilities

DEPARTMENT HEAD: Steve Stalvey

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:



360 Hawthorne Lane
Athens, GA 30606-2152
P (706) 354-7925
F (706) 354-7928
www.NutterInc.com

August 14, 2020

Steve Stalvey, Utilities Director
Lowndes County Utility Department
c/o Mr. Tom H. Sloope, P.E.
Carter & Sloope, Inc.
6310 Peake Road
Macon, Georgia 31210

Subject: South Lowndes County Land Application System Expansion, ±76-Acre Proposed Expansion of Spray Field Area at the South Lowndes LAS, 5398 Grassy Pond Road, Lake Park, Lowndes County, Georgia. Proposal No. 16-124-2020-1.

Dear Tom,

Nutter & Associates, Inc. (NAI) is pleased to provide the Lowndes County Utility Department this proposal for conducting a review of the suitability of the proposed expansion area and non-mechanical aspects of the South Lowndes land application system (LAS). We understand the expansion area was previously investigated by NAI in 2000 and was identified as part of the suitable area for wastewater application. NAI will refresh our assessment of the expansion area and determine whether the site and soil conditions have changed significantly regarding the suitability for land application. In addition, NAI will review contemporary nutrient loading given historic and projected future wastewater characteristics and flow volume.

Task 1. Site Evaluation

For the soil investigation, NAI staff will advance and log approximately twenty soil borings using hand augers across the previously delineated suitable area. The area of investigation (AOI) is approximately 76 acres. The observed soils will be described, and soil logs will be completed in the field. The soil log descriptions will include texture, color, slope, depth to wetness indicators, and depth to water restrictive horizons.

Composite samples of soil from the surface and subsurface soil horizons will be retained for analysis of soil chemical properties critical to land application system design including soil pH, cation exchange capacity, percent base saturation, phosphorus adsorption, nutrients, and agronomic trace elements.

A minimum of three field tests for saturated hydraulic conductivity of the soil will be conducted for each suitable soil series using the constant head permeameter method. We anticipate a total of three permeameter field tests.

All boring and test locations will be recorded with a Global Navigation Satellite System (GNSS) receiver with sub-meter accuracy, differentially corrected, and plotted on a site map with soil map unit boundaries, and areas suitable for irrigation.

Task 2. Background Nitrate-Nitrogen Analysis

The Georgia Environmental Protection Division (EPD) may deny a permit request for expansion of the LAS if the expansion area has background nitrate-nitrogen concentrations in groundwater exceed the maximum contaminant level (MCL) of 10 mg/L. We understand exceedances of the nitrate-nitrogen MCL have occurred, but do not currently exist, during the operation of the LAS, and the proposed expansion area has been used for agricultural production for the last twenty-plus years. As part of the assessment of the expansion site, groundwater samples will be collected from two new monitoring wells constructed inside borings installed using hollow stem drilling technology. The wells will be located along the periphery of the AOI and constructed using 2-inch diameter PVC monitoring well materials and set approximately ten feet beneath the water table. The wells will be completed with locking protective covers installed inside concrete well pads so they can be utilized as part of the long-term groundwater monitoring network. NAI staff will develop the new wells and collect groundwater samples for laboratory analysis of nitrate-nitrogen. Staff will also measure groundwater depth, pH, and specific conductivity in the field.

Task 3. Reporting

The findings of the site evaluation and the groundwater testing will be presented in a technical memorandum. The report will summarize the work performed and the results of the evaluation and site testing. The report will discuss how the results relate to the applicability of utilizing the expansion area at the same design loading as the existing LAS. We note that the current loading scheme is considerably higher than other LASs in Georgia and is higher than current EPD guidelines prescribe. Thus, design loadings that are more than 2.5 inches per week may be difficult to permit, even if the site suitability conditions are effectively the same as those of existing LAS. Nevertheless, we will attempt to maximize the LAS capacity as site conditions warrant.

Budget and Schedule

The not-to-exceed cost for the work outlined above is:

Task 1. Preliminary Site Evaluation	\$ 5,000
Task 2. Monitoring Wells & Background Nitrate-Nitrogen Analysis	\$10,800
Task 3. Soil & Hydrogeologic Reporting	\$ 3,000
Total	\$19,800

This cost includes subcontractor expenses for well drilling and laboratory analyses, which totals approximately \$8,800 in subcontractor costs. If the scope of work meets your needs, and the

Mr. Tom H. Sloope, P.E.
Carter & Sloope, Inc.
August 14, 2020
Page 3

budget is acceptable, please return a signed copy of the attached Professional Services Agreement. This will authorize us to begin work and will serve as your acceptance of our terms and budget. Should situations be encountered during the course of the project such that the scope of work and/or budget are changed, Nutter & Associates will contact you prior to performing out-of-scope tasks. Tasks not included in the scope of work will not be performed until authorization from you or your authorized representative is received.

Nutter & Associates is pleased to present this scope of work and budget. If you have any questions regarding the proposed budget, schedule, and/or scope, please do not hesitate to contact us. We look forward to working with you.

Sincerely,

A handwritten signature in black ink, appearing to read "David K. Huff". The signature is fluid and cursive, with a large initial "D" and "H".

David K. Huff, PG, CPSS, CPAg
Principal, Senior Scientist

Professional Services Contract

OFFICE USE ONLY:

Project Number 16-124-2020-1
Date August 14, 2020
Project Name South Lowndes LAS
Description of Services ±76-Acre Proposed Expansion of Spray Field Area at the South Lowndes LAS
Cost of Services* \$19,800
Invoice Format Time & Expense
Billing Frequency Monthly

CLIENT USE:

Purchase Order #
(If applicable)

Bill to Information Company Name: Lowndes County Utility Department

Address:

Contact Information

Name:

Office #:

Cell #:

Email:

Remit Invoice to**
(If different from Contact)

Name:

Email:

If hard copy of invoice is required, please include mailing address

Client hereby acknowledges that this Proposal is provided subject to the general terms and conditions set out on the reverse side of this Proposal (the "Terms and Conditions"), which are hereby incorporated as a part of this Proposal. Client's acceptance of this Proposal shall be deemed an acceptance of the Terms and Conditions.

Authorized by:

Signature

Authorized Name

*This price is good for 6 months from the scope date.

**If applicable, please notify your NAI point of contact with special billing instructions.

TERMS AND CONDITIONS

Client hereby accepts the following general terms and conditions ("Terms and Conditions") applicable to Nutter & Associates, Inc.'s performance of the services described in the attached Proposal (the "Services"):

1. Payment Terms. Client shall pay all amounts due to Nutter & Associates, Inc. ("Nutter & Associates") upon receipt of each invoice from Nutter & Associates. Any amounts not paid by Client within thirty (30) days of the date of such invoices shall accrue interest at a rate of one and one half percent (1.5%) per month until such time as such amounts are paid in full. Client shall be responsible for all reasonable attorney's fees incurred by Nutter & Associates in connection with the collection of any amounts properly due and payable to Nutter & Associates in accordance with the terms of the Proposal and these Terms and Conditions.

2. Performance Standard. Nutter & Associates shall perform the Services using the care and skill ordinarily exercised by organizations performing services in the fields of soil and hydrologic evaluation, ecosystem evaluation and land treatment in the same or similar locality as the location where the Services are rendered. Client hereby acknowledges that Nutter & Associates makes no other representation or warranty with respect to the Services. Client further acknowledges that any oral or written reports furnished by Nutter & Associates shall not be construed as any representation or warranty with respect to the Services. NUTTER & ASSOCIATES HEREBY EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES WITH RESPECT TO THE SERVICES, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

3. Limitation of Liability. Client hereby agrees that Nutter & Associates' total aggregate liability for any damages incurred by Client in connection with Nutter & Associates' performance of or failure to perform the Services shall not exceed the greater of (i) Fifty Thousand and No/100 Dollars (\$50,000.00) or (ii) Nutter & Associates total fee for the Services. IN NO EVENT SHALL NUTTER & ASSOCIATES BE LIABLE FOR ANY INDIRECT, INCIDENTAL CONSEQUENTIAL, PUNITIVE OR RELIANCE DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, SAVINGS OR REVENUES OR INCREASED COST OF OPERATIONS, REGARDLESS AS TO THE NATURE OF CLIENT'S CLAIM AGAINST NUTTER & ASSOCIATES.

4. Insurance Coverage. Nutter & Associates shall maintain the following insurance coverages during the period in which the Services are performed: (i) worker's compensation and employer's liability insurance coverage with coverage limits which conform to the requirements of applicable law; (ii) comprehensive general liability insurance coverage on an occurrence basis in an amount not less than \$1,000,000.00 per claim with an aggregate limit of not less than \$2,000,000.00; and (iii) automobile liability insurance coverage for both bodily injury and property damage with a combined single limit of \$1,000,000.00. Nutter & Associates shall provide Client with a certificate of insurance evidencing the aforementioned insurance coverages upon request by Client.

5. Damage to Man-Made Objects. Client shall be responsible for disclosing the presence and accurate location of all underground or otherwise hidden man-made objects which might interfere with field tests or boring to be performed by Nutter & Associates as part of the Services. Client hereby agrees to indemnify and hold Nutter & Associates harmless from and against all claims, suits, losses,

personal injury, death and damage to property ("Indemnified Claims") resulting from unusual subsurface conditions or damage to subsurface structures or objects owned by client or any third parties in connection with Nutter & Associates' performance of the Services where such unusual subsurface conditions or the presence of such subsurface structures or objects are not disclosed by Client to Nutter & Associates in writing prior to the performance of the Services. Client's obligation to indemnify Nutter & Associates in accordance with this Section 5 shall include all expenses incurred by Nutter & Associates in connection with Indemnified Claims, including, without limitation, Nutter & Associates' reasonable attorney's fees.

6. Damage to Work in Place. Client hereby acknowledges that there is the possibility of the occurrence of certain events or conditions which may affect work performed by Nutter & Associates as part of the Services ("Work in Place") and which are outside of the control of Nutter & Associates. Client further acknowledges and agrees that the occurrence of any of the following events and conditions shall not obligate Nutter & Associates to re-perform or replace any Work in Place:

(a) The occurrence of either natural (including, without limitation, weather events) or unnatural (including, without limitation, upstream discharges) events which cause damage to Work in Place, including, but not limited to: (i) failure of any structures installed as part of the Work in Place; (ii) the erosion of or failure of any stream banks; (iii) the erosion or displacement of existing or planted vegetation within stream channels, riparian valleys or riparian zones; or (iv) wind damage to existing or planted vegetation within stream channels, riparian valleys or riparian zones;

(b) The occurrence of either natural (including, without limitation, weather events) or unnatural (including, without limitation, upstream discharges) which cause physical modification of any stream channels;

(c) The cutting and/or removal of either existing vegetation or vegetation planted by Nutter & Associates within the stream channel, riparian zone or riparian valley adjacent to or upstream from the Work in Place; and

(d) Drought conditions which inhibit or permanently damage the vegetative success of vegetation.

In the event any Work in Place is damaged or destroyed as a result of the occurrence of any of the aforementioned events or conditions, Client may request that Nutter & Associates perform such work as may be necessary to correct such damage or destruction. Nutter & Associates shall provide Client with a new proposal for the performance of such work, and Client may but shall not be obligated to engaged Nutter & Associates to perform such work in accordance with the terms of the new proposal.

7. Governing Law. The Proposal and these Terms and Conditions shall be governed by the laws of the State of Georgia.

8. Entire Agreement. The Proposal and these Terms and Conditions constitute the entire agreement between Nutter & Associates and Client with respect to the Services. The Proposal and these Terms and Conditions supersede all prior agreements, proposals, representations, statements or understandings, whether written or oral concerning the Services.

9. Binding Effect. The Proposal and these Terms and Conditions shall be binding upon any successors and assigns of Nutter & Associates and Client.

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: Firefighter Personnel Request

Work Session/Regular Session

DATE OF MEETING: September 22, 2020

BUDGET IMPACT: \$128,075.58

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: hiring three paid full-time firefighters

HISTORY, FACTS AND ISSUES: Over the past year, the County has considered the expansion of services to provide for an increased response by Lowndes County Fire Rescue (LCFR). In addition, LCFR staff has been working on the details of the current Insurance Services Office (ISO) evaluation. The addition of three paid full-time firefighters, one added to each shift at Station 10, will provide for two apparatus to respond to each structure fire call instead of one. This will improve the department's response time to structure fires and their ability to more aggressively fight fire until volunteer firefighters arrive. In addition, it will have a position impact on ISO requirements.

Finance and Human Resources have worked on this recommendation with regards to cost. Staff is comfortable with the expenditure as it relates to special services fund revenues.

Staff requests approval to hire three, full-time firefighters at an annual cost of \$170,767.42. The total budget impact for the nine months left in the current fiscal year is \$128,075.58.

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

RECOMMENDED ACTION: Board's pleasure

DEPARTMENT: County Manager

DEPARTMENT HEAD: Paige Dukes

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: Drainage Improvements to Brinson Lane and Oak Hill Drive

Work Session/Regular Session

DATE OF MEETING: September 22, 2020

BUDGET IMPACT: \$34,169.28

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: Accept Proposal from JWA for Drainage Improvements

HISTORY, FACTS AND ISSUES: Drainage Improvements to Brinson Lane and Oak Hill Drive are needed to eliminate flooding issues as a result of the paving of Oak Hill Drive.

- OPTIONS: 1. Accept proposal from JWA for Drainage Improvements and authorize the Chairman to sign the contract
2. Board's Pleasure

RECOMMENDED ACTION: Approve

DEPARTMENT: Engineering

DEPARTMENT HEAD: Mike Fletcher

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

ENG 2020-03: Drainage Upgrades to Oak Hill Drive and Brinson drive

Bid Opening

September 9, 2020

Tabulations

Bidder	Bid Bond	Bid Amount
James Warren and Associates	 	\$ 34,169.28
Killen Construction Company	 	\$ 40,940.00
Southland Contractors	 	\$ 44,344.76

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: Grading, Drainage, Base, and Paving of Clyattstone Road and Simpson Lane.

Work Session/Regular Session

DATE OF MEETING: September 22, 2020

BUDGET IMPACT: \$1,681,770.84

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: Approve the bid and authorize the chairman to sign the contract.

HISTORY, FACTS AND ISSUES: Lowndes County Engineering department has solicited bids for the grading, drainage, base and paving of Clyattstone Road and Simpson Lane. A pre-bid meeting was held on August 20, 2020 where three contractors (Reames and Son Construction, Scruggs Company, and Thrift Brothers Construction) were present. Bids were open on September 10, 2020. This project is funded entirely by TSPLOST.

OPTIONS: 1. Approve bid and authorized the chairman to sign the contract.
2. Boards pleasure

RECOMMENDED ACTION: Approve

DEPARTMENT: Engineering

DEPARTMENT HEAD: Mike Fletcher

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

TIA-02: Clyattstone Road and Simpson Lane

Bid Opening

September 10, 2020

Tabulations

Bidder	Bid Bond	Addendum #1	Bid Amount
Reames and Son Construction	✓	✓	1,788,366. <u>97</u>
✓ Thrift Brothers	✓	✓	2,980,977. <u>60</u>
The Scruggs Company	✓	✓	1,681,770. <u>84</u>

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: Clyattstone Water Main Extension

Work Session/Regular Session

DATE OF MEETING: September 22, 2020

BUDGET IMPACT: \$1,417,333.98

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: Clyattstone Water Main Extension

HISTORY, FACTS AND ISSUES: In conjunction with the Clyattstone paving project, the Utilities Department will be extending the water main from Tillman Crossing to Val-Del Road. This extension will add additional coverage and provide looping in the area. Bids were received from four vendors with Thrift Brothers out of Waycross, Georgia, submitting the low bid of \$1,417,333.98. Staff recommends approval and authorize the chairman to sign the contract with Thrift Brothers for \$1,417,333.98.

OPTIONS: 1. Approve the Clyattstone Water Main Extension & Authorize the Chairman to Sign the Contract.
2. Boards Pleasure

RECOMMENDED ACTION: Approve

DEPARTMENT: Utilities

DEPARTMENT HEAD: Steve Stalvey

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

Clyattstone Water Main Extension

Bid Opening

September 10, 2020

Tabulations

Bidder	Bid Bond	Addendum	Bid Amount
JWA	X	X	\$1,487,435.68
Legacy Water Group	X	X	\$1,665,395.05
RPI	X	X	\$1,641,212.65
Standard Contractors	NA	NA	NA
Thrift Brothers	X	X	\$1,417,333.98