



LOWNDES COUNTY BOARD OF COMMISSIONERS
PROPOSED AGENDA
WORK SESSION, MONDAY, NOVEMBER 9, 2020, 8:30 AM
REGULAR SESSION, TUESDAY, NOVEMBER 10, 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 - October 26, 2020 & Regular Session - October 27, 2020

Recommended Action: Approve

Documents:

5. Appointments

- a. Valdosta Lowndes County Conference Center and Tourism Authority

Recommended Action: Board's pleasure

Documents:

- b. Lowndes County Public Facilities Authority

Recommended Action: Board's pleasure

Documents:

6. Public Hearing

- a. REZ-2020-16 Sandra Jones 7001 Simpson Rd (0031 047C & 047G) E-A to R-A, Well and Septic, ~11.19 acres

Recommended Action: Board's pleasure

Documents:

- b. REZ-2020-17 Adams Property Group 3833 Inner Perimeter Road (0149A 036D) R-10 to C-G, City Water & Sewer, ~7.41 acres

Recommended Action: Board's pleasure

Documents:

- c. REZ-2020-18 Water's Edge Rocky Ford Road (0059 093) E-A to M-2, Water & Sewer, ~37.12 acres

Recommended Action: Board's pleasure

Documents:

7. For Consideration

- a. Grant Re-Application for the 5311 Rural Transportation Program and Associated Resolution
Recommended Action: Approve
Documents:
- b. Adopt Resolution accepting Infrastructure for Knights Landing Subdivision Phase IV
Recommended Action: Approve
Documents:
- c. Approve the Purchase of 418, 420, and 422 North Lee Street Properties
Recommended Action: Approve
Documents:
- d. Waste Management Acquisition of Advanced Disposal Services
Recommended Action: Board's pleasure
Documents:

8. Bid

- a. Approve Proposals for Disaster Debris Removal Services
Recommended Action: Board's pleasure
Documents:
- b. Approval of Debris Monitoring Services
Recommended Action: Board's pleasure
Documents:

9. Reports - County Manager

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

11. Adjournment

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: Valdosta Lowndes County Conference Center and Tourism
Authority

Work Session/Regular Session

DATE OF MEETING: November 10, 2020

BUDGET IMPACT:

FUNDING SOURCE:

Annual

Capital

N/A

SPLOST

TSPLOST

COUNTY ACTION REQUESTED ON: Appointing/reappointing members

HISTORY, FACTS AND ISSUES: The terms of Commissioner Joyce Evans and Michael Smith on the Valdosta Lowndes County Conference Center and Tourism Authority will expire on December 31, 2020. Both Commissioner Evans and Mr. Smith would like to be reappointed.

OPTIONS: 1. Appoint/reappoint members
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: Lowndes County Public Facilities Authority

Work Session/Regular Session

DATE OF MEETING: November 10, 2020

BUDGET IMPACT:

FUNDING SOURCE:

Annual

Capital

N/A

SPLOST

TSPLOST

COUNTY ACTION REQUESTED ON: Appointing a member

HISTORY, FACTS AND ISSUES: There is a vacant seat on the Lowndes County Public Facilities Authority that will expire on May 31, 2022. Mr. James "J.D." Rice is interested in being appointed to the vacant seat.

OPTIONS: 1. Appoint a member
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 #86

Date Submitted: 10/29/2020

Date:

10/29/2020

Board/Agency Applying For:

Facilities Authority

Last Name

Rice

First Name

James (JD)

Street Address

City/State/Zip

Valdosta, Ga. 31602

Phone Number

Email Address

Occupation

Retired Fire Chief

Professional Experience

34 years of public service, the last 18 as Fire Chief for the City of Valdosta.

Knowledge & Skills

Retired Fire Chief that served over 34 years in public safety, the last 18 as department head for the City of Valdosta Fire Chief. This position required the managing the department's budget which included operational cost of 9 buildings and structures used to protect Georgia's 10th largest city. During my tenure I designed and oversaw the construction of 3 fire stations and the complete renovation of 2 stations, the conversion of the departments vehicle maintenance center.

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:

Georgia Board of Public Safety, Georgia Board for Firefighters Standards and Training, Georgia Fire Academy Board of Advisors, International Fire Service Training Association Executive Board. Southside Recreation Executive Board, Past Commander of the American Veterans Post 607.

Extra Activities & Community Organizations

Lowndes County Democratic Party, Southside Recreation softball coach

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

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: REZ-2020-16 Sandra Jones 7001 Simpson Rd (0031 047C & 047G) E-A to R-A, Well and Septic, ~11.19 acres

Work Session/Regular Session

DATE OF MEETING: November 10, 2020

BUDGET IMPACT:

FUNDING SOURCE:

() Annual

() Capital

(X) N/A

() SPLOST

() TSPLOST

COUNTY ACTION REQUESTED ON: REZ-2020-16 Sandra Jones 7001 Simpson Rd (0031 047C & 047G) E-A to R-A, Well and Septic, ~11.19 acres

HISTORY, FACTS AND ISSUES: This request represents a change in zoning on the subject property from E-A (Estate Agricultural) zoning to R-A (Residential Agricultural) zoning. The general motivation in this case is for the applicant to sell off four (4) acres of the current ~11.19 acres, and in order for the parcels to remain in conformity with the ULDC, a change in zoning would be necessary.

The property has been split, combined, and reconfigured several times through both survey and deed, and is currently divided into two tracts; the Northeastern tract being ~5.06 acres, and the Southwestern tract (the subject property) being ~11.19 acres.

The subject property is within the Rural Service Area and part of the Agricultural Character Area, and possesses road frontage on Simpson Road, a County maintained local road. Per Comprehensive Plan Guidance, R-A zoning is a recommended classification in an Agricultural Character Area, and is consistent with land use patterns of the properties immediately to the south of the subject property, as they too were once part of the subject property.

The TRC reviewed the application and has no technical objections.

The GLPC heard the request at their regular meeting and recommend approval with the following condition, any new residential development be a stick built home, by a unanimous vote of (9-0).

OPTIONS: 1. Board's Pleasure
2. Approve

RECOMMENDED ACTION: Board's pleasure

DEPARTMENT: Planning/Zoning

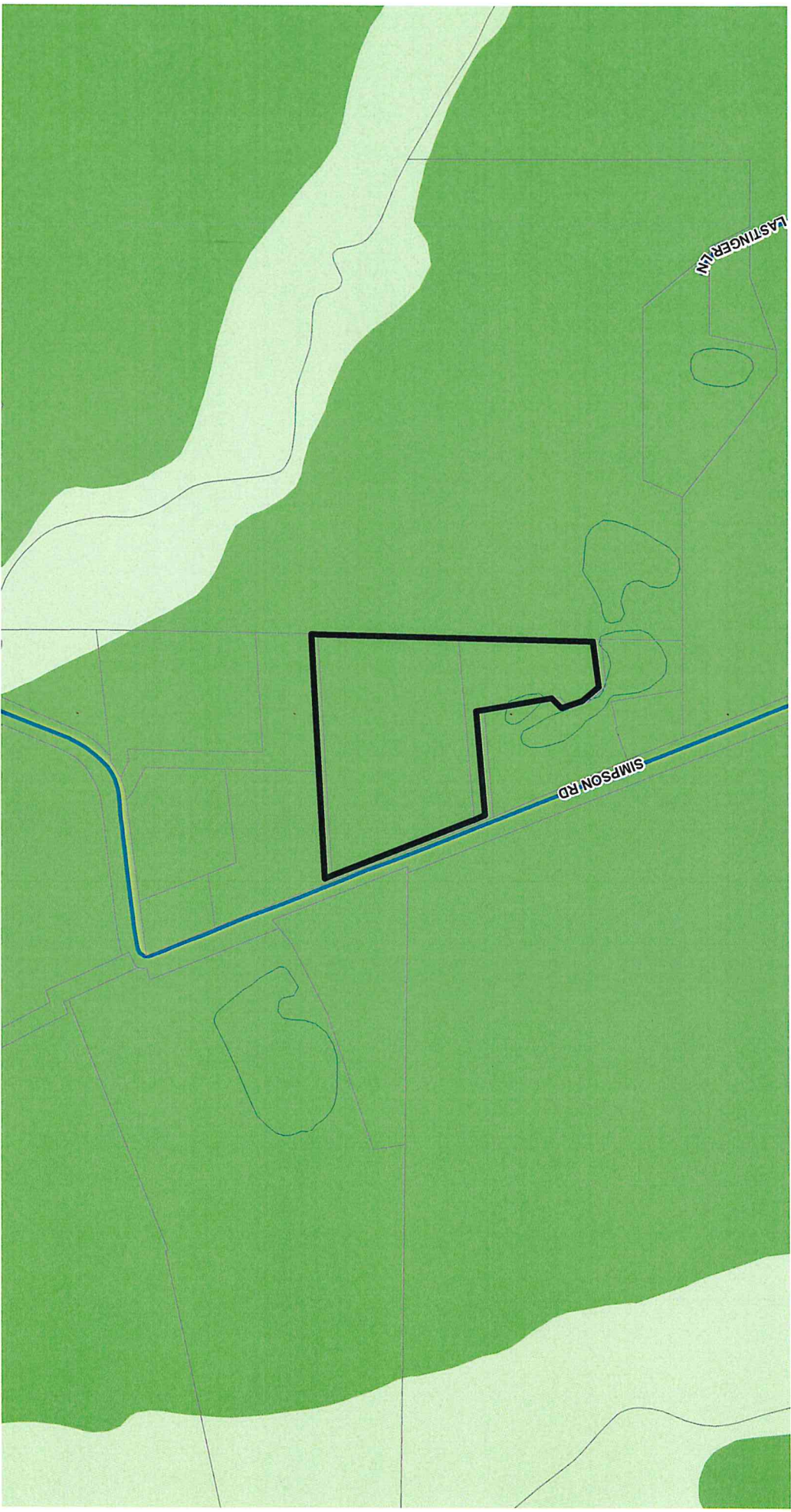
DEPARTMENT HEAD: JD Dillard

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

REZ-2020-16

Future Development Map

SANDY JONES
Rezoning Request



- Roads**
- Functional Classification**
- 1, INTERSTATE
 - 3, OTHER PRINCIPAL ARTERIAL
 - 4, MINOR ARTERIAL
 - 5, MAJOR COLLECTOR
 - 6, MINOR COLLECTOR
 - 7, LOCAL
- Railroads
- Urban Service Area**
- City Limits
 - Parcels
 - Open Water
- Land Use Zones**
- Agriculture / Forestry
 - Community Activity Center
 - Downtown
 - Established Residential
 - Industrial Area
 - Institutional Activity Center
 - Linear GreenSpace/Trails
 - Mill Town
 - Moody Activity Zone
 - Neighborhood Activity Center
 - Park/Recreation/Conservation
 - Public / Institutional
 - Regional Activity Center
 - Remnant Neighborhood Village
 - Rural Activity Center
 - Rural Residential
 - Suburban Area
 - Transitional Neighborhood
 - Transportation/Communication/Utilities

REZ-2020-16

WRPDO Site Map

Legend

- | | |
|--------------------|------------------|
| — Roads | Open Water |
| —+— Railroads | Valdosta Airport |
| Park | Wetlands |
| Crashzone | 100 Yr Flood |
| Crashzone West | Hydrology |
| Urban Service Area | Drastic |
| | Recharge Areas |
| | Parcels |

SANDY JONES Rezoning Request

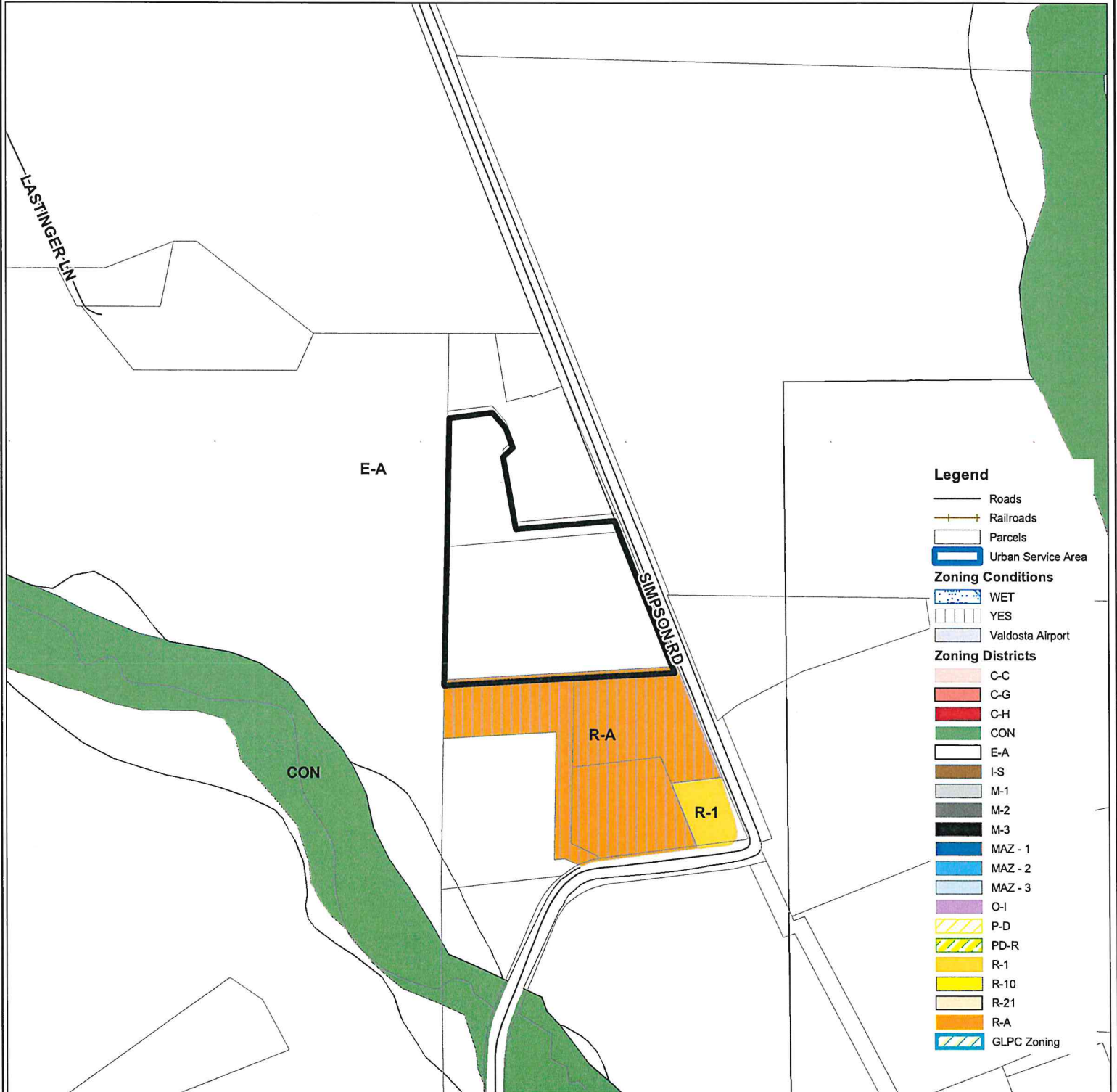


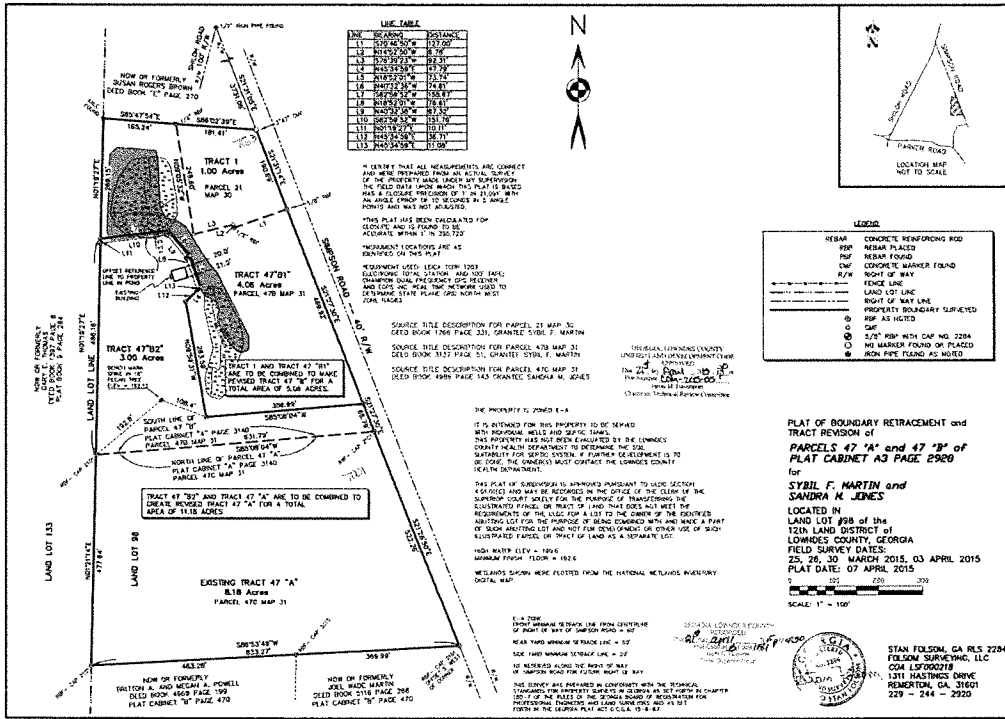
REZ-2020-16

Zoning Location Map

SANDY JONES
Rezoning Request

CURRENT ZONING: E-A
PROPOSED ZONING: R-A





LINE TABLE

LINE	BEARING	DISTANCE
1	S 89° 55' 15" W	175.00
2	S 89° 55' 15" W	175.00
3	S 89° 55' 15" W	175.00
4	S 89° 55' 15" W	175.00
5	S 89° 55' 15" W	175.00
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96	S 89° 55' 15" W	175.00
97	S 89° 55' 15" W	175.00
98	S 89° 55' 15" W	175.00
99	S 89° 55' 15" W	175.00
100	S 89° 55' 15" W	175.00

WE CERTIFY THAT ALL MEASUREMENTS AND CORRECTIONS WERE MADE IN ACCORDANCE WITH THE SURVEYING ACT AND THE RULES AND REGULATIONS OF THE BOARD OF SURVEYING AND MAPPING OF THE STATE OF GEORGIA. THIS SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE SURVEYING ACT AND THE RULES AND REGULATIONS OF THE BOARD OF SURVEYING AND MAPPING OF THE STATE OF GEORGIA. THIS SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE SURVEYING ACT AND THE RULES AND REGULATIONS OF THE BOARD OF SURVEYING AND MAPPING OF THE STATE OF GEORGIA. THIS SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE SURVEYING ACT AND THE RULES AND REGULATIONS OF THE BOARD OF SURVEYING AND MAPPING OF THE STATE OF GEORGIA.

REMARKS: THIS SURVEY WAS CONDUCTED FOR THE PURPOSE OF BOUNDARY RETRACEMENT AND TRACT REVISION. THE SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE SURVEYING ACT AND THE RULES AND REGULATIONS OF THE BOARD OF SURVEYING AND MAPPING OF THE STATE OF GEORGIA. THIS SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE SURVEYING ACT AND THE RULES AND REGULATIONS OF THE BOARD OF SURVEYING AND MAPPING OF THE STATE OF GEORGIA. THIS SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE SURVEYING ACT AND THE RULES AND REGULATIONS OF THE BOARD OF SURVEYING AND MAPPING OF THE STATE OF GEORGIA.

SOLE SOURCE TITLE DESCRIPTION FOR PARCELS 47 'A' AND 47 'B': DEED BOOK 1969 PAGE 331, GRANITE STATE, F. MARTIN. SOURCE TITLE DESCRIPTION FOR PARCELS 47 'A' AND 47 'B': DEED BOOK 1912 PAGE 51, GRANITE STATE, F. MARTIN. SOURCE TITLE DESCRIPTION FOR PARCELS 47 'A' AND 47 'B': DEED BOOK 1912 PAGE 51, GRANITE STATE, F. MARTIN.

THE PROPERTY IS ZONED R-4. IT IS DETERMINED FOR THIS PROPERTY TO BE REPAIRED WITH REINFORCED CONCRETE AND STEEL TYPING. THE PROPERTY HAS NOT BEEN EVALUATED BY THE LOWWEE COUNTY HEALTH DEPARTMENT TO DETERMINE THE SUITABILITY FOR SEPTIC SYSTEMS. IF FURTHER DEVELOPMENT IS TO BE DONE, THE OWNER(S) MUST CONTACT THE LOWWEE COUNTY HEALTH DEPARTMENT.

THIS PLAT OF SUBDIVISION IS APPROVED PURSUANT TO RULE SECTION 4-101 AND HAS BEEN RECORDED IN THE OFFICE OF THE CLERK OF THE SUPERIOR COURT SOLELY FOR THE PURPOSE OF TRANSMITTING THE EQUITABLE TITLE. THIS PLAT OF SUBDIVISION DOES NOT AFFECT THE REQUIREMENTS OF THE RULES FOR A LOT FOR THE OWNER OF THE DESCRIBED LOTS. THIS PLAT OF SUBDIVISION IS NOT FOR DEVELOPMENT OR OTHER USE OF SUCH DESCRIBED PARCELS OR TRACT OF LAND AS A SEPARATE LOT.

HIGH WATER ELEV. = 100.6
MINIMUM FLOOD ELEV. = 102.6
WETLANDS SHOWN WERE PLOTTED FROM THE NATIONAL WETLANDS INVENTORY DATA MAP.

DATE: 2015
DRAWN: STAN FOLSON, LLC
CHECKED: STAN FOLSON, LLC
DATE: 2015

PLAT OF BOUNDARY RETRACEMENT and TRACT REVISION of PARCELS 47 'A' and 47 'B' of PLAT CABINET #3 PAGE 2969
for
SYBIL F. MARTIN and SANDRA H. JONES
LOCATED IN
LAND LOT #28 of the
121st LAND DISTRICT OF
LOWWEE COUNTY, GEORGIA
25, 26, 30 MARCH 2015, 03 APRIL 2015
PLAT DATE: 07 APRIL 2015
SCALE: 1" = 100'

STAN FOLSON, GA RES 7284
FOLSON SURVEYING, LLC
CORA L. FOLSON
1311 HASTINGS DRIVE
REHOBOTH, GA 31601
229 - 244 - 2250

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: REZ-2020-17 Adams Property Group 3833 Inner Perimeter Road
(0149A 036D) R-10 to C-G, City Water & Sewer, ~7.41 acres

Work Session/Regular Session

DATE OF MEETING: November 10, 2020

BUDGET IMPACT:

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: REZ-2020-17 Adams Property Group 3833 Inner Perimeter Road (0149A 036D) R-10 to C-G, City Water & Sewer, ~7.41 acres

HISTORY, FACTS AND ISSUES: This request represents a change in zoning on the subject property from R-10 (Suburban Density Residential) zoning to C-G (General Commercial) zoning. The general motivation in this case is for the applicant to develop a self-storage facility, and in order for the parcel to remain in conformity with the ULDC, a change in zoning would be necessary.

The subject property is within the Urban Service Area and part of the Neighborhood Activity Center Character Area, and possesses road frontage on Forrest Street Extension and Inner Perimeter Road, and will be accessed from Forrest Street Extension, an arterial road with proposed added travel lanes in years 2026-2029. Per Comprehensive Plan Guidance, C-G zoning is a recommended classification in a Neighborhood Activity Center Character Area, and is consistent with land use patterns of properties along the Inner Perimeter corridor.

The subject property requested a variance to section 4.03.21(F) of the ULDC as it pertains to the maximum lot size (5 acres) for a self-storage facility, that was heard by the Zoning Board of Appeals on November 3rd.

The property is proposed to be served by the City of Valdosta Utilities Department through an exterritorial extension of water and sewer services, subject to approval by the Board of Commissioners for the City to extend the services.

The TRC reviewed the application and has no technical objections.

The GLPC heard the request at their regular meeting and recommends approval by a unanimous vote of (9-0).

OPTIONS: Option 1 - Board's Pleasure

Option 2 - Approve with Conditions

Option 3 - Table

RECOMMENDED ACTION: Board's pleasure

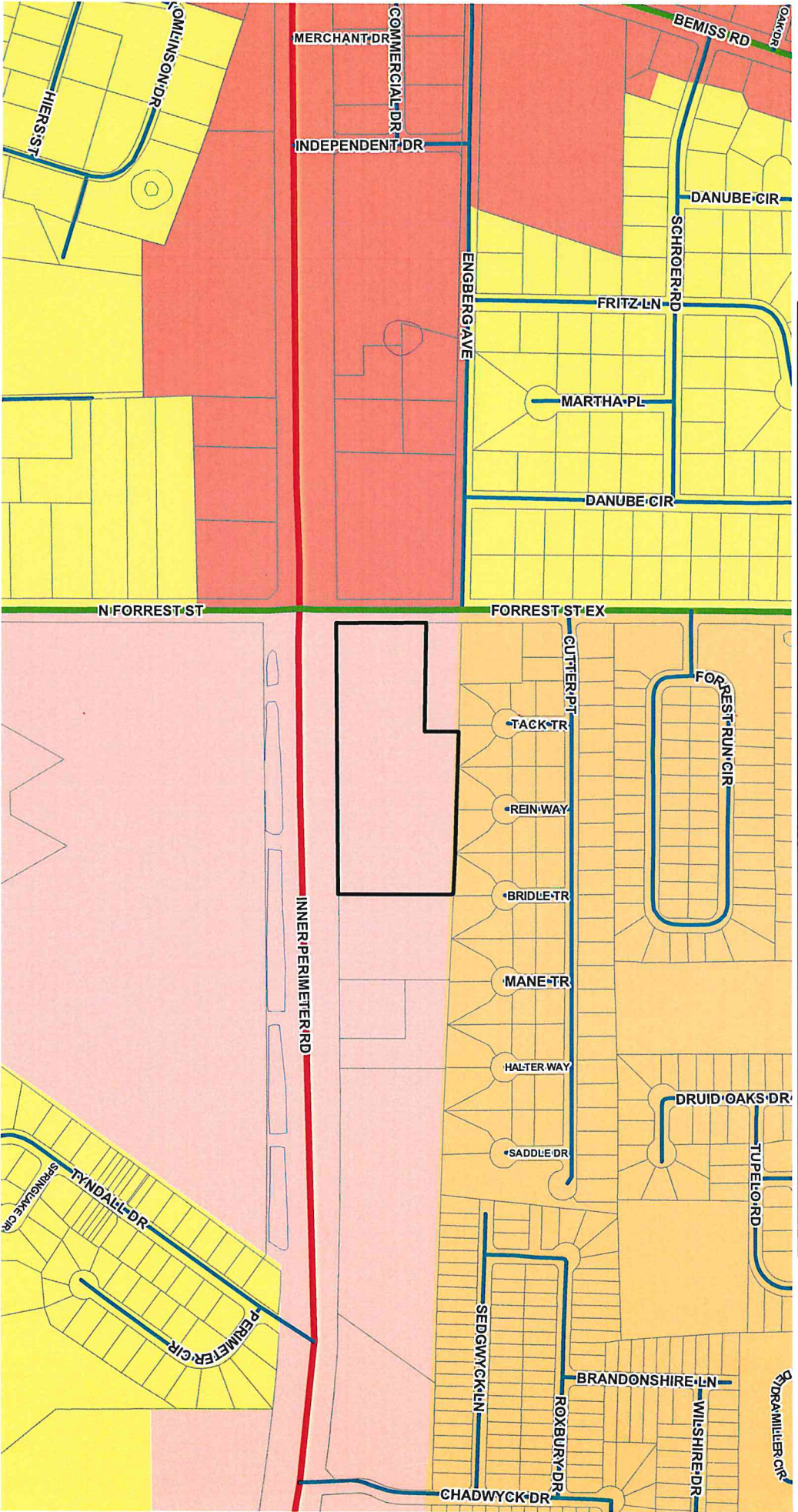
DEPARTMENT: Planning/Zoning

DEPARTMENT HEAD: JD Dillard

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

Applicant requested to table the rezoning until the December 8th meeting.

3833 INNER PERIMETER ROAD STORAGE FACILITY Rezoning Request



- | | | | |
|----------------------------------|--|---------------------------|--|
| Roads | | Urban Service Area | |
| Functional Classification | | City Limits | |
| 1. INTERSTATE | | Parcels | |
| 3. OTHER PRINCIPAL ARTERIAL | | Open Water | |
| 4. MINOR ARTERIAL | | | |
| 5. MAJOR COLLECTOR | | | |
| 6. MINOR COLLECTOR | | | |
| 7. LOCAL | | | |
| Railroads | | | |
-
- | | | | |
|--|-------------------------------|--|--|
| | Agriculture / Forestry | | Neighborhood Activity Center |
| | Community Activity Center | | Park/Recreation/Conservation |
| | Downtown | | Public / Institutional |
| | Established Residential | | Regional Activity Center |
| | Industrial Activity Center | | Rememtion Neighborhood Village |
| | Industrial Area | | Rural Residential |
| | Institutional Activity Center | | Suburban Area |
| | Linear GreenSpace/Trails | | Transitional Neighborhood |
| | Mill Town | | Transportation/Communication/Utilities |
| | Moody Activity Zone | | |

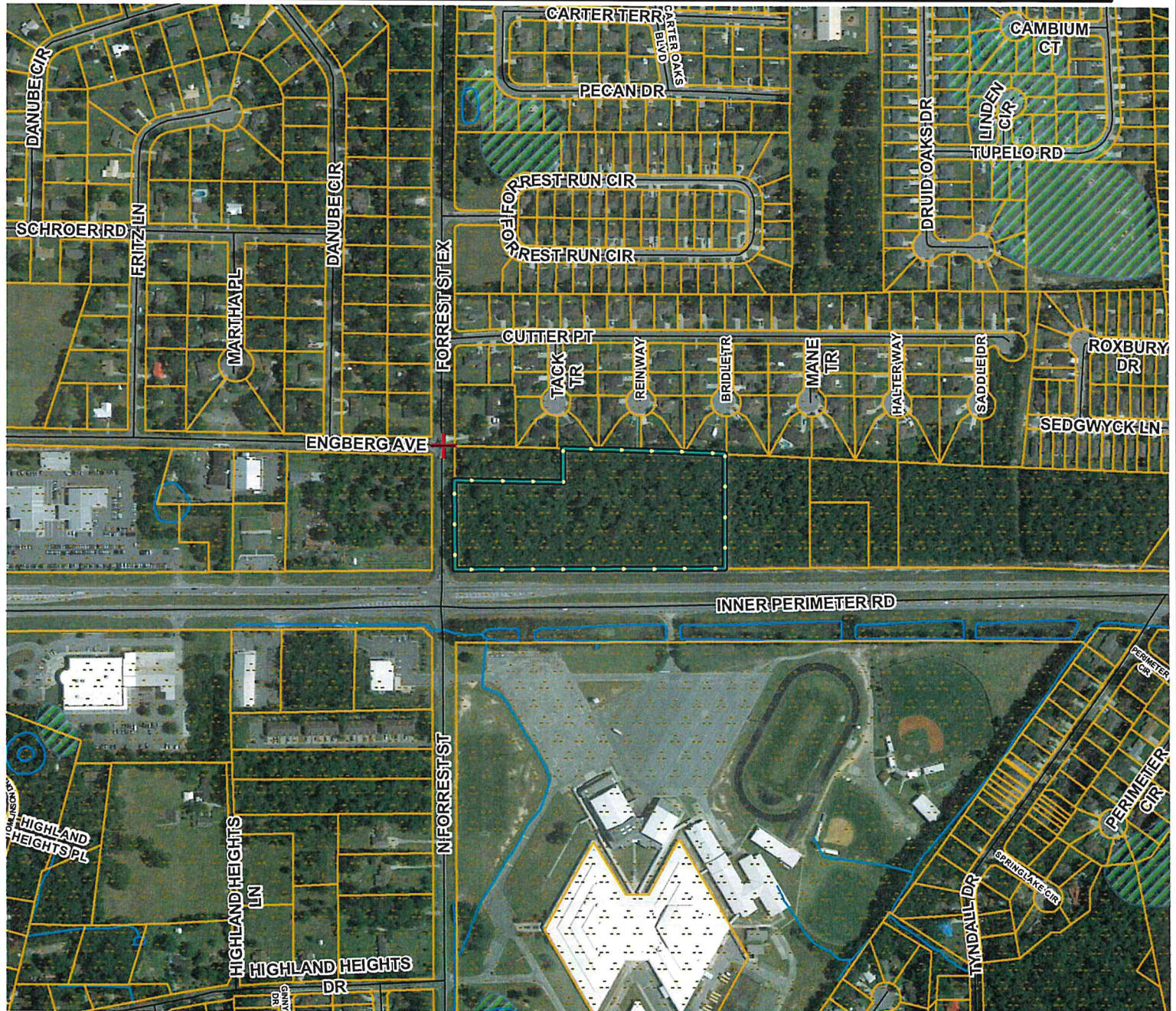
REZ-2020-17

WRPDO Site Map

Legend

- Roads
- Railroads
- Park
- Crashzone
- Crashzone West
- Urban Service Area
- Open Water
- Valdosta Airport
- Wetlands
- 100 Yr Flood
- Hydrology
- Drastic
- Recharge Areas
- Parcels

3833 INNER PERIMETER ROAD STORAGE FACILITY Rezoning Request

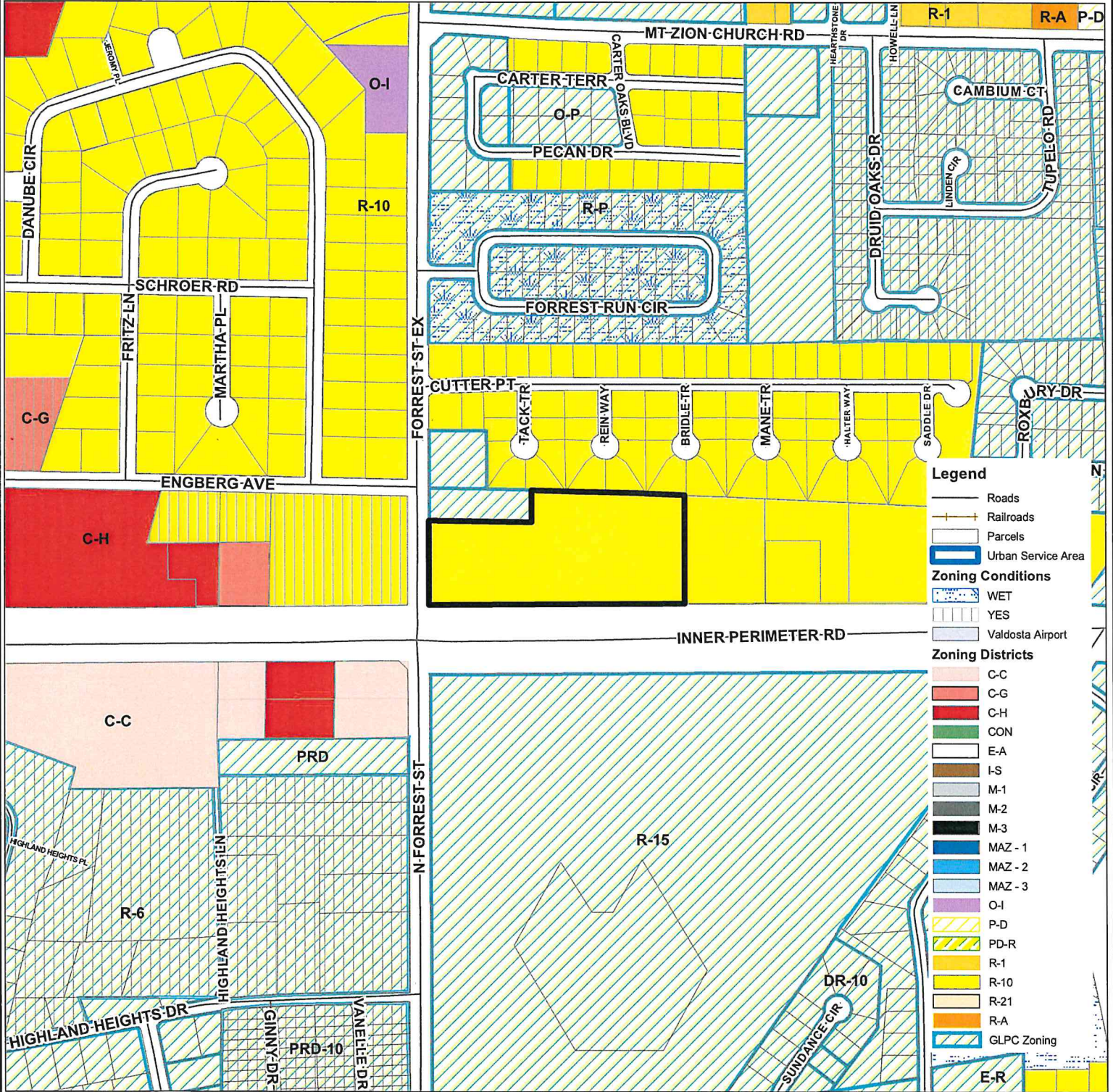


REZ-2020-17

Zoning Location Map

3833 INNER PERIMETER ROAD STORAGE FACILITY
Rezoning Request

CURRENT ZONING: R-10
PROPOSED ZONING: C-G



Legend

- Roads
- Railroads
- Parcels
- Urban Service Area

Zoning Conditions

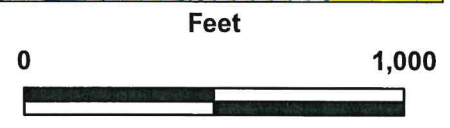
- WET
- YES
- Valdosta Airport

Zoning Districts

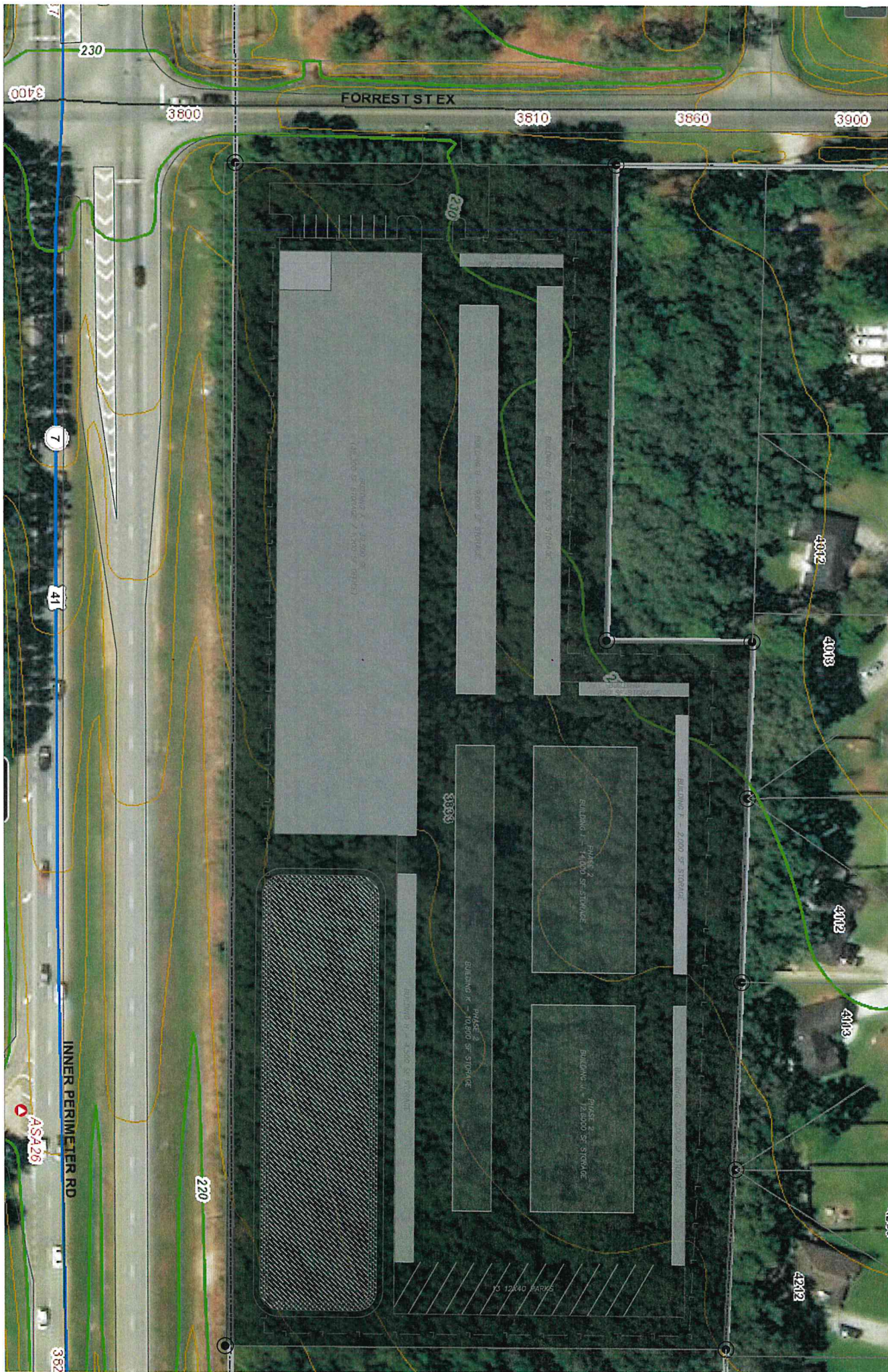
- C-C
- C-G
- C-H
- CON
- E-A
- I-S
- M-1
- M-2
- M-3
- MAZ - 1
- MAZ - 2
- MAZ - 3
- O-I
- P-D
- PD-R
- R-1
- R-10
- R-21
- R-A
- GLPC Zoning
- E-R



VALOR
VALDOSTA LOCAL GOVERNMENT REGIONAL GEOGRAPHIC INFORMATION SYSTEM
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FORREST ST EX

INNER PERIMETER RD

BUILDING A - 15,000 SF STORAGE

BUILDING C - 8,000 SF STORAGE

BUILDING D - 9,000 SF STORAGE

BUILDING E - 2,000 SF STORAGE

BUILDING F - 2,000 SF STORAGE

BUILDING G - 2,000 SF STORAGE

BUILDING H - 2,000 SF STORAGE

PHASE 2
BUILDING I - 14,000 SF STORAGE

PHASE 2
BUILDING J - 12,000 SF STORAGE

PHASE 2
BUILDING K - 10,000 SF STORAGE

12x40 BAYS

7

41

ASA26

382

230

3600

3810

3860

3900

220

4002

4003

4002

4003

4202

4203



September 29, 2020

Mr. JD Dillard
327 N. Ashley St.
2nd Floor
Valdosta, GA 31601

Subject: 3833 Inner Perimeter Road Storage Facility

Dear Mr. Dillard:

On behalf of our client, Adams Property Group, Lovell Engineering Associates, PC (LEA) respectfully requests to rezone parcel 0149A 036D from R-10 to C-G in its entirety. The 7.41 acre parcel will be purchased by Adams Property Group for the development of a storage facility.

Thank you for your consideration concerning this request.

Sincerely,

Sarah Varnedoe, P.E.
Project Engineer

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: REZ-2020-18 Water's Edge Rocky Ford Road (0059 093) E-A to
M-2, Water & Sewer, ~37.12 acres

Work Session/Regular Session

DATE OF MEETING: November 10, 2020

BUDGET IMPACT:
FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: REZ-2020-18 Water's Edge Rocky Ford Road (0059 093) E-A to M-2, Water
& Sewer, ~37.12 acres

HISTORY, FACTS AND ISSUES: This request represents a change in zoning on the subject property from E-A (Estate Agriculture) zoning to M-2 (Heavy Manufacturing) zoning. The general motivation in this case is for the applicant to develop a manufacturing facility, and in order for the parcel to remain in conformity with the ULDC, a change in zoning would be necessary.

The subject property is within the Urban Service Area and part of the Industrial Activity Center Character Area, and possesses road frontage on Rocky Ford Road, a County maintained major collector road. Per Comprehensive Plan Guidance, M-2 zoning is a recommended classification in an Industrial Activity Center Character Area, and is consistent with land use patterns of properties along Rocky Ford Road.

The TRC reviewed the application and has no technical objections.

The GLPC heard the request at their regular meeting and recommended approval by a unanimous vote of (9-0).

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

RECOMMENDED ACTION: Board's pleasure

DEPARTMENT: Planning/Zoning

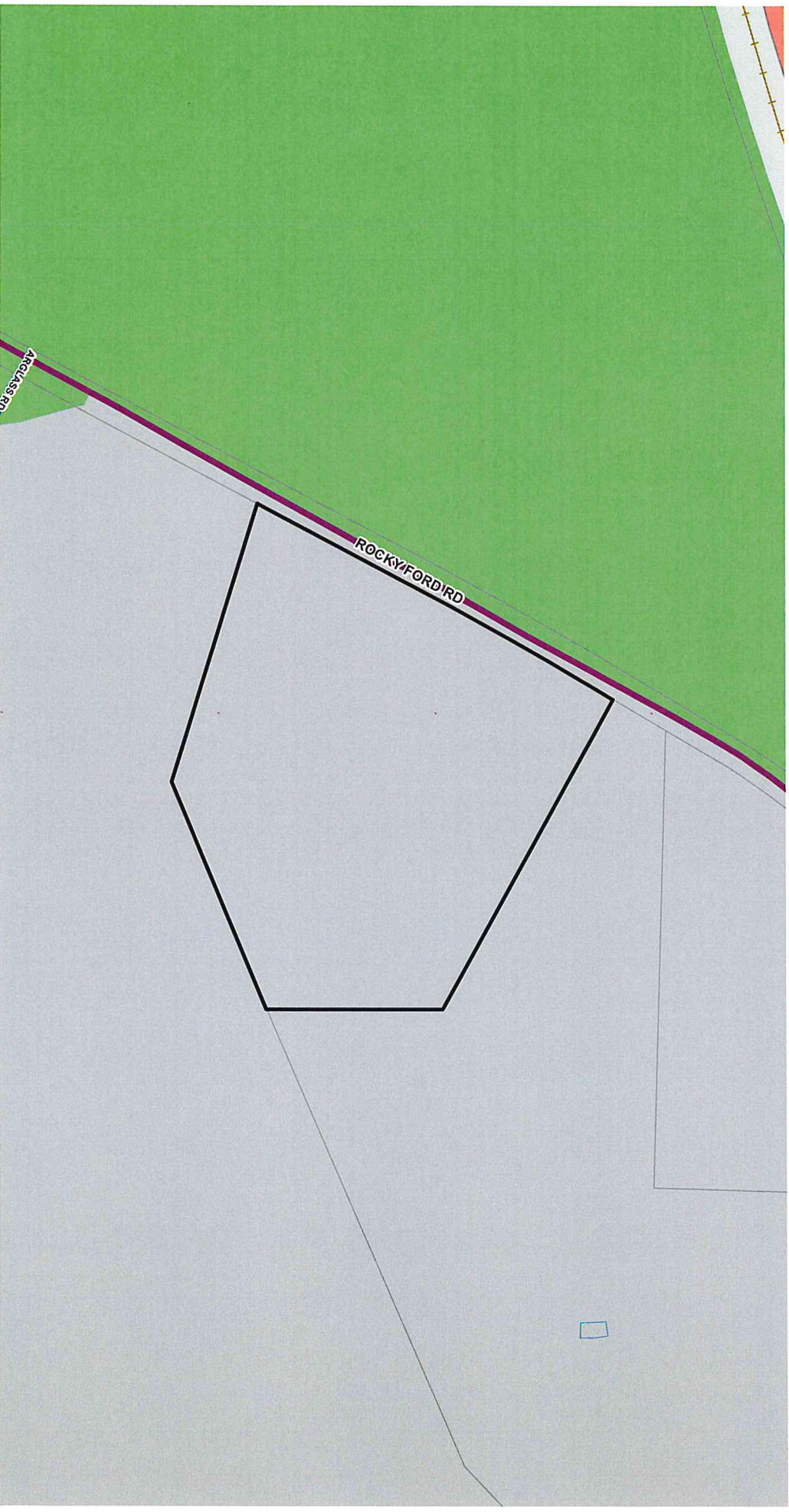
DEPARTMENT HEAD: JD Dillard

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

REZ-2020-18

Future Development Map

WATERS EDGE Rezoning Request



- Roads**
- Functional Classification**
- 1, INTERSTATE
 - 3, OTHER PRINCIPAL ARTERIAL
 - 4, MINOR ARTERIAL
 - 5, MAJOR COLLECTOR
 - 6, MINOR COLLECTOR
 - 7, LOCAL
- Railroads
- Urban Service Area**
- City Limits
 - Parcels
 - Open Water
- Activity Zones**
- Agriculture / Forestry
 - Community Activity Center
 - Downtown
 - Established Residential
 - Industrial Activity Center
 - Industrial Area
 - Institutional Activity Center
 - Linear GreenSpace/Trails
 - Mill Town
 - Moody Activity Zone
 - Neighborhood Activity Center
 - Park/Recreation/Conservation
 - Public / Institutional
 - Regional Activity Center
 - Remnant Neighborhood Village
 - Rural Activity Center
 - Rural Residential
 - Suburban Area
 - Transportation/Communication/Utilities

REZ-2020-18

WRPDO Site Map

Legend

- | | |
|----------------------|--------------------|
| — Roads | □ Open Water |
| + Railroads | ▒ Valdosta Airport |
| ▒ Park | ▨ Wetlands |
| ● Crashzone | ▤ 100 Yr Flood |
| ○ Crashzone West | — Hydrology |
| ▭ Urban Service Area | ⊕ Drastic |
| | ■ Recharge Areas |
| | □ Parcels |

WATERS EDGE Rezoning Request

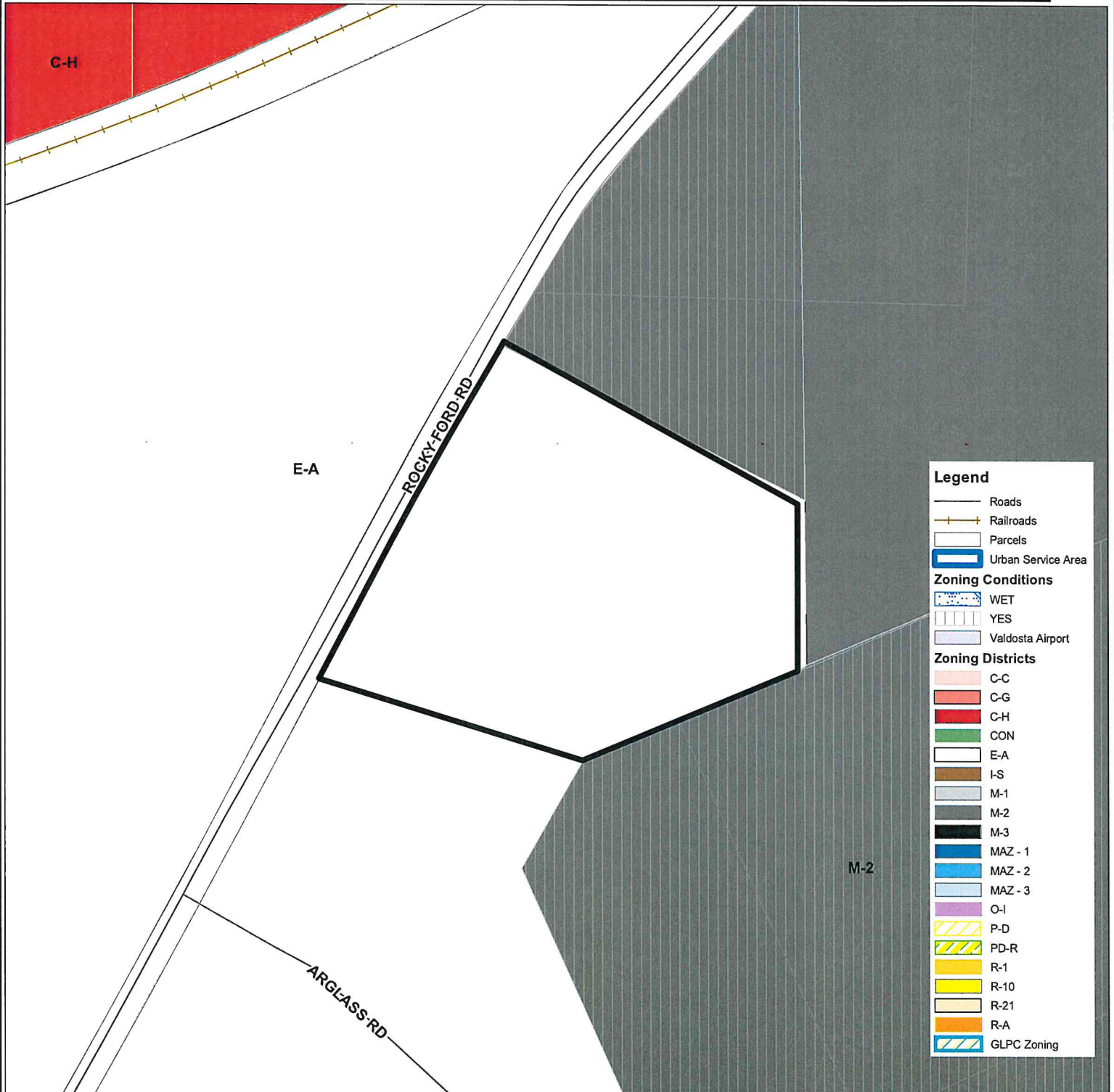


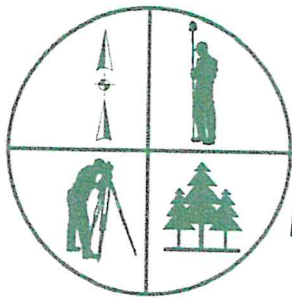
REZ-2020-18

Zoning Location Map

WATERS EDGE
Rezoning Request

CURRENT ZONING: E-A
PROPOSED ZONING: M-2





Prime Consulting Solutions

Land Surveying, Land Planning,
Mapping & Consulting Forestry Solutions

107 E. North Street
Valdosta, Ga. 31601

Email: harri613@bellsouth.net

Phone: 229-244-9735

Fax: 229-244-9781

LETTER OF INTENT

J.D. Dillard

327 N. Ashley Street – 2nd Floor

Valdosta, GA 31601

RE: Rezoning for Rocky Ford Road, LLC

Mr. Dillard,

On behalf of Rocky Ford Road, LLC, Prime Consulting Solutions, Inc. submits this letter of intent to rezone a 37.12 acre tract of land located on the corner of Rocky Ford Road from E-A zoning to M-2 zoning. A current boundary plat is provided.

We are proposing to rezone the property for the construction of an industrial facility to service both current and potential future industrial interest in the area. The property is located within the Urban Service Area and an Agricultural/Forestry Area and adjacent to an Industrial Activity Center according to the Greater Lowndes Comprehensive Plan. The proposed use also meets the objective as described in Goal 7, Policy 7.1 & 7.5.

Thank you for your consideration of this matter.

Rodney G. Tenery, Jr., RLS/RF

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: Grant Re-Application for the 5311 Rural Transportation
Program and Associated Resolution

Work Session/Regular Session

DATE OF MEETING: November 10, 2020

BUDGET IMPACT:

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: Approval of Re-Application for 5311 Rural Transportation Grant

HISTORY, FACTS AND ISSUES: It is time to renew the grant with the Georgia 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 necessary forms that must be signed in order for the GDOT to process the request. The County's system is operated by MIDS, Inc.

OPTIONS: 1. Approve the re-application, adopt the resolution authorizing necessary documents to be signed for continuance of Lowndes County's 5311 Rural Transportation Program
2. Board's Pleasure

RECOMMENDED ACTION: Approve

DEPARTMENT: Planning/Zoning

DEPARTMENT HEAD: JD Dillard

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

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 Lowndes County Board of Commissioners **█**, hereinafter referred to as the "Applicant",

1. That the Designated Official, Southern Georgia Regional Commission hereinafter, referred to as the "Official" is authorized to execute and file an application on the behalf of the Applicant, a City/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 the required non-federal funds to meet local share requirements for this grant application, and will reimburse the Official for any local share requirements on a proportional basis.

APPROVED AND ADOPTED this 10th day of November, 2020.

Authorized Official

Bill Slaughter, Chairman

Type Name and Title

Signed, sealed and delivered this 10th day of November, 2020 in the presence of

Witness

Notary Public/Notary Seal

CERTIFICATE

The undersigned duly qualified and acting County Clerk of Lowndes County (*Title of Certifying/Attesting Official*)(*Applicant's Legal Name*) certifies that the foregoing is a true and correct copy of a resolution adopted at a legally convened meeting held on November 10th, 2020.

Belinda Lovern

Name of Certifying/Attesting Officer

County Clerk

Title of Certifying/Attesting Officer

(Place Seal Here)

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: Adopt Resolution accepting Infrastructure for Knights Landing
Subdivision Phase IV

Work Session/Regular Session

DATE OF MEETING: November 10, 2020

BUDGET IMPACT:

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: Resolution accepting Infrastructure for Knights Landing Subdivision Phase IV

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

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

RECOMMENDED ACTION: Approve

DEPARTMENT: Engineering

DEPARTMENT HEAD: Mike Fletcher

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

RESOLUTION

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

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

WHEREAS, the engineering division has inspected the improvements;

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

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

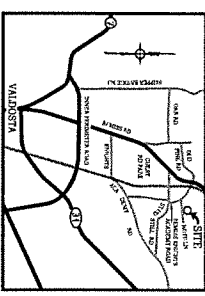
ATTEST: _____
County Clerk

DATE: _____

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

PROJECT NARRATIVE

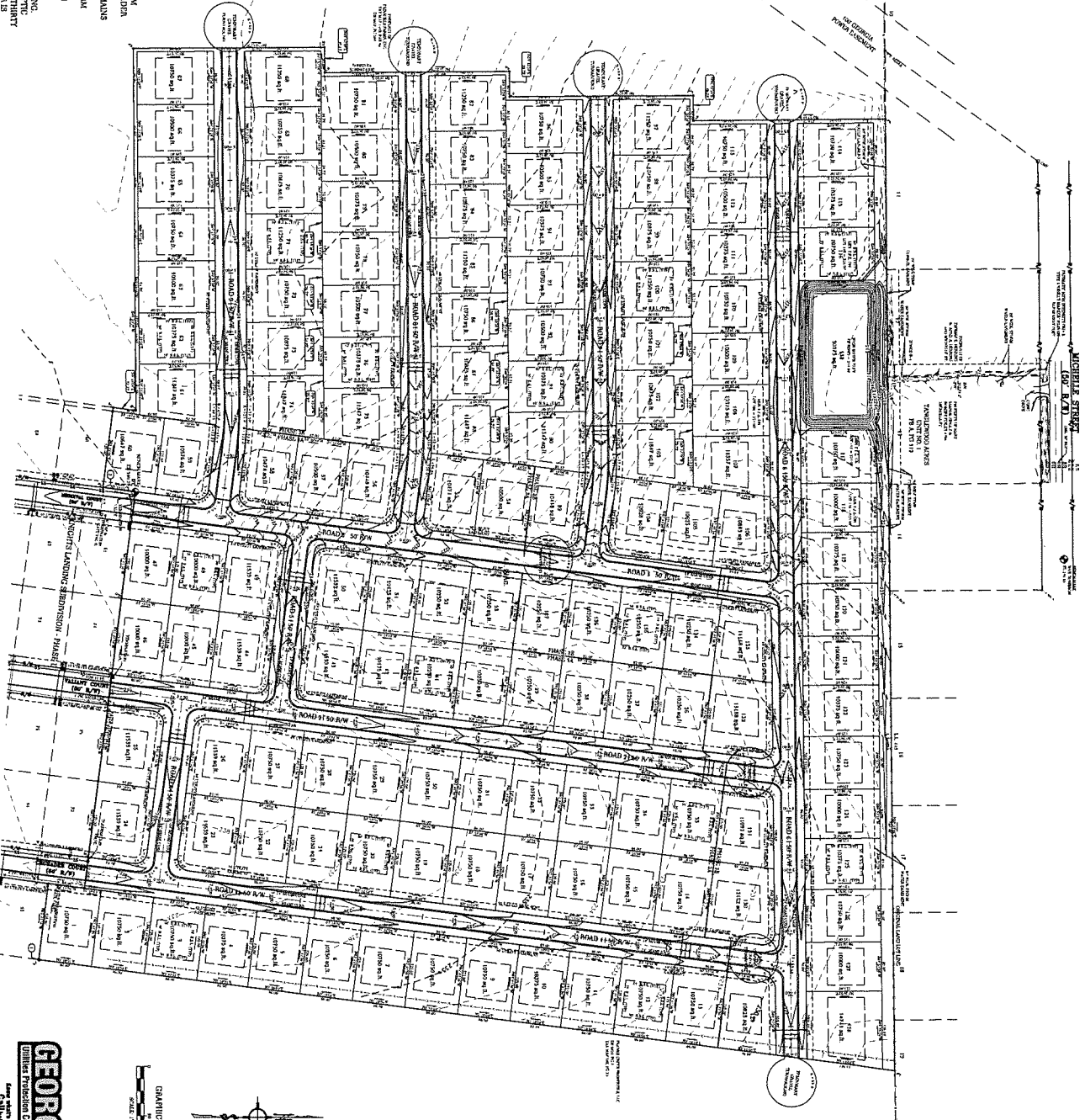
1. THE PROPOSED DEVELOPMENT IS LOCATED IN A ZONED AREA (R-1) WHICH IS ZONED FOR SINGLE-FAMILY RESIDENTIAL USE. THE PROPOSED DEVELOPMENT IS CONSISTENT WITH THE ZONING REGULATIONS AND THE COMMUNITY DEVELOPMENT PLAN.
2. THE PROPOSED DEVELOPMENT IS CONSISTENT WITH THE ZONING REGULATIONS AND THE COMMUNITY DEVELOPMENT PLAN.
3. THE PROPOSED DEVELOPMENT IS CONSISTENT WITH THE ZONING REGULATIONS AND THE COMMUNITY DEVELOPMENT PLAN.
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10. THE PROPOSED DEVELOPMENT IS CONSISTENT WITH THE ZONING REGULATIONS AND THE COMMUNITY DEVELOPMENT PLAN.



NOTES:
 1. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODES AND THE LATEST EDITIONS OF THE INTERNATIONAL PLUMBING AND MECHANICAL CODES.
 2. THE PROPOSED DEVELOPMENT IS CONSISTENT WITH THE ZONING REGULATIONS AND THE COMMUNITY DEVELOPMENT PLAN.
 3. THE PROPOSED DEVELOPMENT IS CONSISTENT WITH THE ZONING REGULATIONS AND THE COMMUNITY DEVELOPMENT PLAN.
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 10. THE PROPOSED DEVELOPMENT IS CONSISTENT WITH THE ZONING REGULATIONS AND THE COMMUNITY DEVELOPMENT PLAN.

PRELIMINARY PLAT NOTES:

1. SURVEY DATA WILL BE PROVIDED BY THE SURVEYOR OF RECORD.
2. THE PROPOSED DEVELOPMENT IS CONSISTENT WITH THE ZONING REGULATIONS AND THE COMMUNITY DEVELOPMENT PLAN.
3. THE PROPOSED DEVELOPMENT IS CONSISTENT WITH THE ZONING REGULATIONS AND THE COMMUNITY DEVELOPMENT PLAN.
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10. THE PROPOSED DEVELOPMENT IS CONSISTENT WITH THE ZONING REGULATIONS AND THE COMMUNITY DEVELOPMENT PLAN.



EXISTING		PROPOSED	
1	EXISTING LOT LINES	1	PROPOSED LOT LINES
2	EXISTING BUILDING FOOTPRINTS	2	PROPOSED BUILDING FOOTPRINTS
3	EXISTING DRIVEWAYS	3	PROPOSED DRIVEWAYS
4	EXISTING UTILITY LINES	4	PROPOSED UTILITY LINES
5	EXISTING EASEMENTS	5	PROPOSED EASEMENTS
6	EXISTING SETBACKS	6	PROPOSED SETBACKS
7	EXISTING STREETS	7	PROPOSED STREETS
8	EXISTING SIDEWALKS	8	PROPOSED SIDEWALKS
9	EXISTING CURBS	9	PROPOSED CURBS
10	EXISTING LANDSCAPING	10	PROPOSED LANDSCAPING
11	EXISTING TREES	11	PROPOSED TREES
12	EXISTING UTILITIES	12	PROPOSED UTILITIES
13	EXISTING EASEMENTS	13	PROPOSED EASEMENTS
14	EXISTING SETBACKS	14	PROPOSED SETBACKS
15	EXISTING STREETS	15	PROPOSED STREETS
16	EXISTING SIDEWALKS	16	PROPOSED SIDEWALKS
17	EXISTING CURBS	17	PROPOSED CURBS
18	EXISTING LANDSCAPING	18	PROPOSED LANDSCAPING
19	EXISTING TREES	19	PROPOSED TREES
20	EXISTING UTILITIES	20	PROPOSED UTILITIES

GEORGIA 811
 CALL BEFORE YOU DIG
 1-800-4-A-DAWG
 1-800-472-6297

C60
 CIVIL ENGINEER
 STATE OF GEORGIA
 LICENSE NO. 10000

VDWE
VAN DER WATT
ENGINEERING, LLC
 CONSULTING CIVIL ENGINEERS
 14 BENTON CIRCLE
 THOMASVILLE, GA 31792-9502
 TEL: (706) 552-4883
 FAX: (706) 552-4883
 E-MAIL: J.VANDEWATT@VDWE.COM
 CERT. OF AUTH. GA # P100000005

LOWMEDES INVESTMENTS, LLC
 KNIGHTS LANDING PHASE III
 VALANT COURT
 VALDOSTA
 GEORGIA 31605

PRELIMINARY PLAT

DATE: 12/01/2018
 DRAWN BY: J. VANDEWATT
 CHECKED BY: J. VANDEWATT
 SCALE: AS SHOWN
 SHEET NO. 1 OF 1

Kirstie Moore

From: Mike Fletcher
Sent: Friday, October 30, 2020 11:01 AM
To: Kirstie Moore
Subject: FW: Knights Landing

From: Clint Joyner <clint@era4sale.com>
Sent: Friday, October 30, 2020 10:48 AM
To: Mike Fletcher <mfletcher@lowndescounty.com>
Subject: Knights Landing

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 Knights Landing Phase 4.
Also, the 4 street names we would like to request the following:
Road 5 Countess Court
Road 6 Bishop Court
Road 7 Duke Court
Road 8 Duchess Court

If you need anything else from me please don't hesitate to call or email.

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: Approve the Purchase of 418, 420, and 422 North Lee Street
Properties

Work Session/Regular Session

DATE OF MEETING: November 10, 2020

BUDGET IMPACT: \$70,000.00

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: Approve the Purchase of 418, 420, and 422 North Lee Street Properties

HISTORY, FACTS AND ISSUES: The County has negotiated the purchase of three lots at 418, 420, and 422 N. Lee St. from Blackwater Development, LLC for \$70,000.00. The attached Warranty Deed sets forth the seller, identities of the lots, and purchase price and terms of the purchase for the lots. The Commission is required to approve this purchase in a public vote.

- OPTIONS: 1. Approve the purchase of three lots at 418, 420, and 422 N. Lee St. from Blackwater Development, LLC for \$70,000.00, as set forth in the attached Warranty Deed.
2. Board's Pleasure

RECOMMENDED ACTION: Approve

DEPARTMENT: Engineering

DEPARTMENT HEAD: Chad McLeod

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

Return recorded document to:
Elliott, Blackburn & Gooding, P. C.
3016 North Patterson Street
Valdosta, GA 31602
Attention: Thompson H. Gooding, Jr.

WARRANTY DEED

GEORGIA, LOWNDES COUNTY.

THIS INDENTURE made as of the ____ day of _____, 2020, between **BLACKWATER DEVELOPMENT, LLC**, a Georgia limited liability company (“Grantor”), and **BOARD OF COMMISSIONERS OF LOWNDES COUNTY, GEORGIA**, a political subdivision of the State of Georgia (“Grantee”). (“Grantor” and “Grantee” to include their respective heirs, successors, executors, administrators, legal representatives, and assigns where the context requires or permits.);

WITNESSETH:

That Grantor, for and in consideration of the sum of SEVENTY THOUSAND DOLLARS and NO/100's (\$70,000.00) and other valuable consideration, in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, and convey, unto Grantee the following described property (the “Property”):

See EXHIBIT “A” Attached Hereto.

This conveyance is made subject to and there is excluded from the warranties hereinafter contained the following:

1. Ad valorem taxes for 2021 and subsequent years not yet due and payable;
2. All applicable restrictions, rights-of-way, and/or easements of record;

TO HAVE AND TO HOLD the said bargained premises, together with all and singular the rights, members, and appurtenances thereof, to the same being, belonging or in anywise appertaining, to the only proper use, benefit, and behoof of Grantee, **IN FEE SIMPLE.**

AND GRANTOR SHALL AND WILL WARRANT AND FOREVER DEFEND by virtue of these presents the right and title to Property unto Grantee against the claims of Grantor and all persons whomsoever.

IN WITNESS WHEREOF, I have hereunto set my hand and seal as of the day first above written.

GRANTOR:

BLACKWATER DEVELOPMENT, LLC

JAMES WARREN (Seal)
Sole Member and Sole Manager

Signed, sealed and delivered
in the presence of:

Witness

Notary Public

My commission expires: _____

(AFFIX SEAL)

EXHIBIT "A"

TRACT I: (418 North Lee Street):

All that tract or parcel of land situate, lying and being in the City of Valdosta, Lowndes County, Georgia, and being all of Lot No. Eight (8) according to map and plat of the Estate of A. S. Opened, deceased, made by W. H. Gainey on June 4, 1925, and recorded in the office of the Clerk of the Superior Court of said county in Plat Record Book 1, page 172, to which plat and the record thereof reference is made as a part of this description; said lot facing a distance of 58 feet on the west margin of North Lee Street and running back westerly on the south side thereof a distance of 145.7 feet, the rear boundary of said lot being 56 feet, and being bounded on the north by property formerly owned by Alexis R. Pendleton known as 419 North Lee Street, on the east by North Lee Street, on the south by property now or formerly owned by P. C. Pendleton, and on the west by land now or formerly owned by W. F. Pendleton. Said lot is known as No. 418 North Lee Street.

Said Tract I currently has a street address of 418 North Lee Street, Valdosta, Georgia and is Tax Parcel 0118C 203.

TRACT II: (420 North Lee Street):

All that tract or parcel of land situate, lying and being in Valdosta, Lowndes County, Georgia, fronting 42 feet on the west side of North Lee Street and running back 89.5 feet. Said tract is bounded on the north by lands now or formerly owned by Buckles, on the east by North Lee Street, on the south by property heretofore conveyed by James Edgar Arnold, and on the west by lands now or formerly owned by William Studstill.

This conveyance is subject to rights of and for a joint driveway between this Tract II and the lot to the south now or formerly deeded to Frances Harrell Bridges.

Reference is made to deed from P.C. Pendleton, et al, to Alexis R. Pendleton recorded in Deed Book 4S, page 403 in the Lowndes County records, in which this property is referred to as Tract No. 4.

Said Tract II was previously known as 419 North Lee Street and is now known as 420 North Lee Street and is Tax Parcel 0118C 204.

TRACT III: (422 North Lee Street):

All that tract or parcel of land lying in the City of Valdosta, Lowndes County, Georgia, located on the west side of North Lee Street and described as follows: Bounded on north by property of now, or formerly, Mrs. L. G. Starke; on west by property of now, or formerly, H. M. Studstill; on south by property of now, or

formerly, Miss H. S. Bamberg; and east by Lee Street; said lot fronting on North Lee Street forty three (43) feet and running back west of even width eighty nine (89) feet, formerly known as No. 420 North Lee Street, Valdosta, Georgia, and further identified (now or formerly) as Tax Parcel VA 70-249 in Lowndes County, Georgia Tax Commissioners Office.

Said Tract III currently has a street address of 422 North Lee Street, Valdosta, Georgia and is Tax Parcel 0118C 205.

The foregoing Tracts 1, 2, and 3 are the same properties conveyed by General Warranty Deed to Grantor herein recorded at Deed Book 5145, Page 40 in the public real estate records of the Lowndes County Clerk of Superior Court.

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: Waste Management Acquisition of Advanced Disposal Services

Work Session/Regular Session

DATE OF MEETING: November 10, 2020

BUDGET IMPACT:

FUNDING SOURCE:

Annual

Capital

N/A

SPLOST

TSPLOST

COUNTY ACTION REQUESTED ON: Waste Management Acquisition of Advanced Disposal Services

HISTORY, FACTS AND ISSUES: Advanced Disposal has merged with Waste Management and their name is changing to Waste Management. Approval for the Chairman to sign the attached consent letter is needed.

OPTIONS: 1. Approve and authorize Chairman to sign consent letter.
2. Board's pleasure

RECOMMENDED ACTION: Board's pleasure

DEPARTMENT: County Manager

DEPARTMENT HEAD: Paige Dukes

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:



November 4, 2020

Via UPS Overnight and Email

Ms. Paige Dukes, County Manager
Lowndes County Board of Commissioners
327 N. Ashley Street
Valdosta, GA 31601
Phone: (229) 671-2400

Re: Waste Management Acquisition of Advanced Disposal Services

Dear Ms. Dukes:

On October 30, 2020, Waste Management, Inc. (“Waste Management”) acquired Advanced Disposal Services, Inc. (together with its affiliates and subsidiaries, “ADS”), accomplished as a result of Waste Management’s acquisition of all of the issued and outstanding shares of ADS. ADS has now been merged with and into a Waste Management subsidiary, with ADS surviving, and all ADS corporate entities have become members of the Waste Management family of companies.

As a result of the specific transaction structure (i.e., stock acquisition by merger), the ADS corporate subsidiary that services your community will remain the same and will continue to be an active, operating company. From your perspective, the only change resulting from the acquisition is that the ADS company that provides you service has become a wholly owned indirect subsidiary of Waste Management. An assignment of the ADS service agreement for your community is not required or legally necessary, because the scope of work is not being assigned to a different company within the Waste Management family. ADS will continue to service your community, and the service agreement you executed with the ADS company will remain in full force and effect. Under the terms of the ADS service agreement for your community, however, the indirect change in control of the ADS company that provides you service resulting from the ADS acquisition does require your consent.

Please send a countersigned copy of this letter to my attention acknowledging your consent. By signing this letter, you consent to the ADS acquisition, waive any notice period or other requirement in the service agreement with the ADS company with respect to the ADS acquisition and agree that notwithstanding the closing of the ADS acquisition, your service agreement with the ADS company will survive and continue in full force and effect without any further action by either party. Your consent will be effective as of the date of this letter.

For the near term, nothing changes for your community, and your existing sales, service, and support contacts will remain unchanged. Please continue to use the same communication channels with which you are accustomed. If new points of contact within Waste Management are developed for your community, Waste Management will provide notice of those changes as soon as they are implemented.



Over the longer term, because ADS has become a wholly owned Waste Management subsidiary, the ADS trucks and other equipment such as waste and recycling containers, dumpsters, and compactor units, eventually will be rebranded to reflect the Waste Management name, logos, colors, and service marks. A change of this size will take time to complete, but you should start to see those changes during 2021. In addition, Waste Management intends to consolidate certain common functions such as billing and payments, and so you may receive invoices and other communications that reflect the Waste Management name rather than ADS. Your business is very important to us, and we will make every effort to ensure this transition is as seamless as possible, and to provide ample advance notice of any changes that may be specific to your community.

North America’s Largest Provider of Differentiated Waste Management Solutions

Meeting our customers’ environmental goals is Waste Management’s number one priority. To serve our diverse customer base, Waste Management has developed North America’s largest network of municipal and commercial collection operations, waste transfer stations, and recycling and disposal facilities. These resources, and Waste Management’s 45,000+ employees who live and work from coast to coast, allow our customers to meet all their waste management and sustainability needs. The ADS acquisition now brings ADS’ high-quality, complementary asset network and customer base under Waste Management’s proven management team. Waste Management will now serve more customers in more communities. In some areas, we will extend our differentiated waste and recycling solutions to new customers. In others, we will increase the efficiency of our operations by combining resources and best practices. All customers – both old and new – will benefit from Waste Management’s financial strength, superior safety record, and outstanding history of performance and environmental compliance. In short, Waste Management’s acquisition of ADS will provide your community with a more dynamic and financially superior solid waste and recycling solution provider.

We are available as always and encourage you to reach out to me personally or your usual point of contact with any questions. On behalf of all of us at Waste Management, thank you for your business. We look forward to continuing to partner with you on your environmental solutions.

Very truly yours,

Steve Edwards, GA Government Affairs Manager
 (770) 560-4025, Steve.Edwards@AdvancedDisposal.com

CC: Honorable Chairman Bill Slaughter
 Mr. Kevin Beals, HR Director
 Janne C. Foster, Senior Legal Counsel

Lowndes County

By: _____ Date: _____

Name: _____ Date: _____

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: Approve Proposals for Disaster Debris Removal Services

Work Session/Regular Session

DATE OF MEETING: November 10, 2020

BUDGET IMPACT:

FUNDING SOURCE:

() Annual

() Capital

(X) N/A

() SPLOST

() TSPLOST

COUNTY ACTION REQUESTED ON: Approve Proposals for Disaster Debris Removal Services

HISTORY, FACTS AND ISSUES: Lowndes County solicited proposals to provide disaster related debris removal services. The proposals were evaluated using a weighted criteria schedule to determine the most qualified contractor based on pricing, staff qualifications and experience. FEMA recommends local governments pre-identify a minimum of two qualified contractors. Previously Lowndes County has selected the top three qualified contractors and entered into pre-event contracts with each of them.

Proposer's Name	Total Score (Max 100 Points)
Ashbritt	88
Crowder Gulf	85
Southern Disaster Recovery	84
CERES	83
DRC	81
Custom Tree Care	79
Phillips and Jordan	75
TFR Enterprises	72

OPTIONS: 1. Authorize the Chairman to sign pre-event, no cost contracts with the top 3 vendors - Ashbritt, Crowder Gulf and Southern Disaster Recovery
2. Board's Pleasure

RECOMMENDED ACTION: Board's pleasure

DEPARTMENT: Finance

DEPARTMENT HEAD: Stephanie Black

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

Debris Monitoring Services Proposal Evaluation						
Proposer's Name	Past Performance (Max 30 Points)	Firm Qualifications and Experience (Max 20 Points)	Project Understanding and Approach (Max 20 Points)	Fee Schedule (Max 20 Points)	Technical Approach - Quality of Package (Max 10 Points)	Total Score (Max 100 Points)
Crowder Gulf	25	20	20	10	10	85
CERES	30	20	20	3	10	83
Custom Tree Care	25	15	20	9	10	79
Ashbritt	30	20	20	8	10	88
DRC	25	20	20	6	10	81
Southern Disaster	30	20	20	4	10	84
Phillips and Jordan	25	15	20	5	10	75
TFR Enterprises	25	15	15	7	10	72

	Crowder Gulf	Custom Tree Care	Ashbritt
Vegetative Debris			
0-15	\$ 7.90	\$ 6.80	\$ 7.50
16-30	\$ 8.30	\$ 7.05	\$ 8.25
31-60	\$ 8.90	\$ 7.55	\$ 9.00
C&D Debris			
0-20	\$ 10.00	\$ 6.80	\$ 8.00
21-40	\$ 11.00	\$ 7.05	\$ 8.75
41-70	\$ 12.95	\$ 7.55	\$ 9.50
From TDSRS to Final			
0-20	\$ 3.95	\$ 3.40	\$ 4.50
21-40	\$ 4.95	\$ 3.90	\$ 5.50
41-70	\$ 5.95	\$ 4.40	\$ 6.50
TDSRS Management (Grinding)	\$ 4.20	\$ 3.45	\$ 4.25
TSDRS Management (Burning)	\$ 3.00	\$ 2.85	\$ 3.95
Hazardous Trees			
6-12	\$ 40.00	\$ 74.00	\$ 75.00
13-24	\$ 85.00	\$ 134.00	\$ 150.00
24-48	\$ 160.00	\$ 244.00	\$ 250.00
>48	\$ 240.00	\$ 294.00	\$ 350.00
Stumps			
24-35	\$ 125.00	\$ 175.00	\$ 150.00
36-47	\$ 175.00	\$ 250.00	\$ 225.00
>48	\$ 225.00	\$ 275.00	\$ 325.00
Hangers	\$ 75.00	\$ 74.00	\$ 95.00
Fallen Trees	\$ 70.00	\$ -	\$ 45.00
	\$ 1,276.10	\$ 1,580.80	\$ 1,740.70

TFR Enterprises	DRC	Phillips and Jordan	SDR	CERES
\$ 5.85	\$ 6.89	\$ 8.15	\$ 6.95	\$ 8.98
\$ 6.10	\$ 7.10	\$ 8.65	\$ 6.95	\$ 9.48
\$ 6.50	\$ 7.50	\$ 9.15	\$ 6.95	\$ 9.98
\$ 7.75	\$ 7.25	\$ 8.25	\$ 7.75	\$ 8.98
\$ 8.75	\$ 7.55	\$ 8.75	\$ 8.50	\$ 9.48
\$ 9.75	\$ 7.75	\$ 9.25	\$ 9.50	\$ 9.98
\$ 3.85	\$ 3.53	\$ 5.00	\$ 4.75	\$ 4.28
\$ 3.95	\$ 4.25	\$ 5.75	\$ 6.90	\$ 4.98
\$ 4.50	\$ 5.25	\$ 6.75	\$ 8.50	\$ 5.48
\$ 2.95	\$ 3.93	\$ 4.25	\$ 3.45	\$ 3.98
\$ 2.00	\$ 3.45	\$ 3.50	\$ 3.15	\$ 2.78
\$ 125.00	\$ 45.00	\$ 55.00	\$ 45.00	\$ 98.00
\$ 150.00	\$ 115.00	\$ 125.00	\$ 110.00	\$ 298.00
\$ 175.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 498.00
\$ 200.00	\$ 300.00	\$ 400.00	\$ 425.00	\$ 598.00
\$ 300.00	\$ 190.00	\$ 225.00	\$ 275.00	\$ 398.00
\$ 325.00	\$ 350.00	\$ 375.00	\$ 450.00	\$ 598.00
\$ 350.00	\$ 700.00	\$ 575.00	\$ 600.00	\$ 698.00
\$ 110.00	\$ 75.00	\$ 85.00	\$ 95.00	\$ 98.00
\$ 175.00	\$ 75.00	\$ 75.00	\$ -	\$ 38.00
\$ 1,971.95	\$ 2,164.45	\$ 2,242.45	\$ 2,323.35	\$ 3,400.38

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: Approval of Debris Monitoring Services

Work Session/Regular Session

DATE OF MEETING: November 10, 2020

BUDGET IMPACT: \$0.00

FUNDING SOURCE:

Annual

Capital

N/A

SPLOST

TSPLOST

COUNTY ACTION REQUESTED ON: Approval of Debris Monitoring Services

HISTORY, FACTS AND ISSUES: Lowndes County solicited proposals from vendors to provide disaster related debris monitoring services. The debris monitors would work with the debris removal contractors and act on behalf of Lowndes County to ensure that all debris was properly collected and eligible for reimbursement under FEMA guidelines.

Proposer's Name	Total Score (Max 100 Points)
Thompson Consulting	98
DebrisTech	88

OPTIONS: 1. Authorize the Chairman to sign pre-event, no cost contracts with both contractors – Thompson Consulting and DebrisTech
2. Board's Pleasure

RECOMMENDED ACTION: Board's pleasure

DEPARTMENT: Finance

DEPARTMENT HEAD: Stephanie Black

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:



Professional Services Agreement General Terms and Conditions

This Professional Services Agreement ("Agreement") is by and between **Thompson Consulting Services, LLC** ("Consultant"), with offices at 1135 Townpark Avenue, Suite 2101, Lake Mary, FL 32746 and **Lowndes County Board of Commissioners** ("Client"). In consideration of the mutual covenants to be performed by the parties pursuant to this Agreement, each party hereby represents, warrants, and agrees as follows:

1. TERM & APPLICABILITY

The term of this Agreement shall be for one (1) year from the effective date with four (4) options to renew for additional one-year terms per O.C.G.A 36-60-13 for multi-year purchases. Per O.C.G.A 36-60-13, the Agreement terminates at the end of the calendar year in which the Agreement is made as well as at the end of any calendar year for which the Agreement is renewed. The Client must issue written notification to Consultant thirty (30) calendar days prior to December 31 to confirm termination. In absence of this written notice of termination, the Agreement will automatically continue. Either party to this Agreement may waive their option to renew this Agreement by providing written notice to the other party sixty (60) calendar days prior to the Agreement renewal date. This Agreement shall apply to all work performed at the request of the Client or for the benefit of the Client during the term hereof (the "Work") unless both parties agree in writing that the terms and conditions hereof shall not apply.

2. SCOPE OF WORK

Consultant shall perform such Work as the Client may direct from time to time during the term hereof and in accordance with **Exhibit A, Request for Proposals and Exhibit B, Consultant Proposal Response to Client Request for Proposal** attached hereto. This Agreement is on an "as needed" basis and no Work shall result from this Agreement without a Notice to Proceed from the Client to the Consultant.

3. INDEPENDENT CONTRACTOR

Consultant is an independent contractor and is not an employee of Client. Services performed by Consultant under this Agreement are solely for the benefit of Client. Nothing contained in this Agreement creates any duties on the part of Consultant toward any person not a party to this Agreement.

4. STANDARD OF CARE

Consultant will perform services under this Agreement with the degree of skill and diligence normally practiced by professional consultants performing the same or similar services. No other warranty or guarantee, expressed or implied, is made with respect to the services furnished under this Agreement and all implied warranties are disclaimed.

5. CHANGES/AMENDMENTS

This Agreement and its exhibits constitute the entire agreement between the Parties and together with its exhibits supersede any prior written or oral agreements. This Agreement may not be changed except by written amendment signed by both Parties. The estimate of the level of effort and schedule required to complete any services directed by the Client will be determined following a Notice to Proceed. Consultant shall promptly notify Client if the Work following

a Notice to Proceed affect the schedule, level of effort, or payment to Consultant and the schedule and payment shall be equitably adjusted.

6. FEE FOR SERVICES

The fee for the services under this Agreement will be based on the actual hours of services furnished multiplied by Consultant's Billing Rates as set forth in **Exhibit B**. Consultant's rates are subject to annual Consumer Price Index (CPI) escalations on the annual anniversary of the execution date of the Agreement upon mutual written agreement by each party.

7. PAYMENT

Client shall pay Consultant for services furnished under this Agreement upon submission of invoices in an amount equal to actual hours of services furnished multiplied by the billing rates set forth in **Exhibit B**. Client shall pay Consultant within thirty (30) days of receipt of invoices less any disputed amounts. If Client disputes any portion of the invoice, the undisputed portion will be paid and Consultant will be notified in writing, within ten (10) days of receipt of the invoice of the exceptions taken. Consultant and Client will attempt to resolve the payment dispute within sixty (60) days or the matter may be submitted to litigation as provided herein. Additional charges for interest shall become due and payable at a rate of one and one-half percent (1-1/2%) per month (or the maximum percentage allowed by law) on the unpaid, undisputed invoiced amounts. Any interest charges due from Client on past due invoices are outside any amounts otherwise due under this Agreement. If Client fails to pay undisputed invoiced amounts within sixty (60) days after delivery of invoice, Consultant, at its sole discretion, may suspend services hereunder or may initiate collections proceedings, without incurring any liability or waiving any right established hereunder or by law.

8. INSURANCE

Consultant shall maintain insurance with the following required coverage and minimum limits and upon request, will provide insurance certificates to Client:

Worker's Compensation:	Statutory
Employer's Liability:	\$100,000
Commercial General Liability:	\$1,000,000 per occurrence \$1,000,000 aggregate
Comprehensive General Automobile:	\$500,000 combined single limit
Professional Liability:	\$500,000 per claim and in the aggregate

9. WORK PRODUCT

Consultant shall retain ownership of its trade secrets, and other proprietary and confidential information, including the Thompson Data Management System "TDMS System" and all Work Products (hereinafter defined) Client agrees to preserve the confidentiality of any trade secrets, confidential or propriety information; however, Client shall have the unrestricted right to use the documents, analyses and other data prepared by Consultant under this Agreement ("Work

Professional Services Agreement General Terms and Conditions

Products'); provided, however Client shall not rely on or use the Work Products for any purpose other than the purposes under this Agreement and the Work Products shall not be changed without the prior written approval of Consultant. If Client releases the Work Products to a third party without Consultant's prior written consent, or changes or uses the Work Products other than as intended hereunder, (a) Client does so at its sole risk and discretion, (b) Consultant shall not be liable for any claims or damages resulting from the change or use or connected with the release or any third party's use of the Work Products and (c) Client shall indemnify, defend and hold Consultant harmless from any and all claims or damages related to the release, change or reuse of any of the Work Products.

10. LIMITATION OF LIABILITY

No employee of Consultant shall have individual liability to Client. To the extent permitted by law, the total liability of Consultant, its officers, directors, shareholders, employees and sub-consultants for any and all claims arising out of this Agreement, including attorneys' fees, and whether caused by negligence, errors, omissions, strict liability, breach of contract, contribution or indemnity claims based on third party claims or any other case, shall not exceed the lesser of: 1.) the amount of insurance coverage identified in paragraph 9 which provides coverage and pays Client for a claim related to this Agreement; 2.) fee received by Consultant under this Agreement; or 3.) one hundred fifty thousand dollars (U.S. \$150,000.00).

11. NO CONSEQUENTIAL DAMAGES

In no event and under no circumstances shall Consultant be liable to Client for any principal, interest, loss of anticipated revenues, earnings, profits, increased expense of operation or construction, loss by reason of shutdown or non-operation due to late completion or otherwise or for any other economic, consequential, indirect or special damages.

12. INFORMATION PROVIDED BY OTHERS

Client shall provide to Consultant in a timely manner any information Consultant indicates is needed to perform the services hereunder. Consultant may rely on the accuracy of information provided by Client and its representatives.

13. SAFETY AND SECURITY

Consultant has established and maintains programs and procedures for the safety of its employees. Unless specifically included as a service to be provided under this Agreement, Consultant specifically disclaims any authority or responsibility for job site safety and safety of persons other than Consultant's employees. Consultant shall not provide any such services and disclaims any responsibility under this Agreement related to site security or the assessment, evaluation, review, testing, maintenance, operation or safety practices or procedures related to security.

14. TERMINATION

Either party may terminate this Agreement upon fifteen (15) days prior written notice to the other party. Client shall pay Consultant for all services rendered to the date of termination plus reasonable expenses for winding down the services. If either party defaults in its obligations hereunder, the non-defaulting party, after giving seven (7) days written notice of its intention to terminate or suspend performance under this Agreement, may, if cure of the default is not commenced and diligently

continued, terminate this Agreement or suspend performance under this Agreement. Upon termination, the terms and conditions found in this Agreement shall survive its termination, including but not limited to the language in sections 4, 7, 9, 10, 11, 12, 15, 16

15. GOVERNING LAW AND CHOICE OF FORUM

This Agreement shall be governed by the laws of the State of Georgia and any suit brought by either party shall be brought in a court of competent jurisdiction in Lowndes County, Georgia.

16. DISPUTE RESOLUTION

Consultant and Client shall attempt to resolve conflicts or disputes under this Agreement in a fair and reasonable manner and agree that if resolution cannot be made to attempt to mediate the conflict by a professional mediator. If mediation does not settle any dispute or action which arises under this Agreement or which relates in any way to this Agreement or the subject matter of this Agreement within ninety (90) days after either requests mediation, the matter will be litigated as provided in the above paragraph 15.

17. COOPERATIVE PURCHASING

It is the intent of Client to allow other governments and other governmental agencies to utilize this contract by entering into a Cooperative Purchasing Agreement to the extent permissible by local and state law. The Cooperative Purchasing Agreement will stipulate that any modifications or changes to this document and resulting contract(s) including but not limited to Consultant requirements, scope, or price shall be submitted to Client in writing for acceptance and approval as the originator of the contract.

18. ASSIGNMENT

This Agreement is binding upon and will inure to the benefit of Client and Consultant and their respective successors and assigns. Neither party may assign its rights or obligations hereunder without the prior written consent of the other party.

19. NOTICES

Any notice required or permitted by this Agreement to be given shall be deemed to have been duly given if in writing and delivered personally or five (5) days after mailing by first-class, registered, or certified mail, return receipt requested, postage prepaid and addressed as follows:

Client:	<u>Lowndes County</u>
Attention:	<u>K. Paige Dukes, County Manager</u>
Address:	<u>327 North Ashley Street</u>
	<u>Valdosta, GA 31601</u>
Consultant:	<u>Thompson Consulting Services, LLC</u>
Attention:	<u>Jon Hoyle, President</u>
Address:	<u>1135 Townpark Avenue</u>
	<u>Suite 2101</u>
	<u>Lake Mary, FL 32746</u>



thompson
CONSULTING SERVICES

Professional Services Agreement General Terms and Conditions

With a copy to:

Attention: Chad Brown, Chief Legal Officer
Address: 2970 Cottage Hill Road
Suite 190
Mobile, AL 36606

C. Consultant shall maintain adequate records of all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion of the contract. The Client shall have access to all records, documents and information collected and/or maintained by others in the course of the administration of the Agreement. This information shall be made accessible at the Client's place of business for purposes of inspection, reproduction and audit without restriction.

20. MISCELLANEOUS

A. Client expressly agrees that all provisions of the Agreement, including the clause limiting the liability of Consultant, were mutually negotiated and that but for the inclusion of the limitation of liability clause in the Agreement, Consultant's compensation for services would otherwise be greater and/or Consultant would not have entered into the Agreement.

B. If any provision of this Agreement is invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect and the provision declared invalid or unenforceable shall continue as to other circumstances.

D. Notwithstanding any statute to the contrary, the Parties agree that any action to enforce or interpret this Agreement shall be initiated within two (2) years from the time the party knew or should have known of the fact giving rise to its action, and shall not in any case be initiated later than five (5) years after Consultant completes its Scope of Services under this Agreement, or such shorter period for filing action in accordance with the governing law.

E. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original instrument, but all of which taken together shall constitute one instrument.

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CONSULTING SERVICES

Professional Services Agreement General Terms and Conditions

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers or representatives.

Effective Date: November 10, 2020

Lowndes County Board of Commissioners

Name: Bill Slaughter

Title: Chairman

Date: _____

Thompson Consulting Services, LLC

Name: _____

Title: _____

Date: _____

INDEPENDENT CONTRACTOR AGREEMENT

THIS INDEPENDENT CONTRACTOR AGREEMENT (the "Agreement") is made and entered into effective as of the 21st day of September, 2020 (the "Effective Date"), by and between THE COUNTY OF LOWNDES, GEORGIA (the "County") and DEBRISTECH, LLC, a Mississippi limited liability company (the "Contractor").

RECITALS

WHEREAS, the County desires to engage Contractor to perform certain Contractor Services (as hereinafter defined) and Contractor desires to perform such Contractor Services, all on the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the premises, the mutual covenants and agreements contained herein, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Duties of Contractor. Effective as of the date of this Agreement, Contractor agrees to supply personnel as specifically requested in writing by the County to perform the services described in Exhibit A attached hereto (collectively, the "Contractor Services").
2. Independent Contractor Relationship. Contractor is an independent contractor and is solely responsible for all taxes, withholdings, and other similar statutory obligations in connection with the personnel supplied and services provided by Contractor pursuant to this Agreement, including, but not limited to, workers' compensation insurance and unemployment insurance. Nothing in this Agreement shall be deemed to create an agency, partnership, or joint venture between the parties, nor shall this Agreement be interpreted or construed as creating or establishing the relationship of employer and employee between the County and Contractor. Neither party hereto has the authority to act on behalf of or to enter into any contract, incur any liability or make any representation on behalf the other party. It is expressly understood that the Contractor is an independent contractor in every respect.
3. No Exclusive Duty. The Contractor shall devote sufficient time, attention, personnel and other resources to perform the Contractor Services, provided, however, the Contractor shall not be required to perform work exclusively for the County and Contractor may have other business interests and may engage in other activities in addition to those relating to the County.
4. Term. The term of this Agreement shall commence on the Effective Date and terminate on September 21, 2021, subject to the provisions of Paragraphs 5 and 6 (the "Initial Term"). Upon expiration of the Initial Term, this Agreement shall continue for (4) additional one year terms as set forth in Section 5 below or otherwise extended pursuant to mutually agreeable written terms.

5. Termination. Either party shall have the right to terminate this Agreement immediately upon written notice thereof to the other party, if such other party breaches any of the material terms of this Agreement or fails to perform or observe any of its material obligations hereunder, and such breach or failure is not cured within a period of thirty (30) days after the receipt by such party of written notice of such breach or failure specifying the nature of the breach or failure. The County or Contractor may terminate this Agreement without cause and at any time for any reason without any further obligation to the other party by providing the other party with thirty (30) days written notice. In the event of termination in accordance with this Paragraph, the County shall pay Contractor for services rendered (as set forth in Paragraph 6 of this Agreement) through the effective termination date and the County shall be liable for the same until such amounts are fully and finally settled.

5a. Authority to Modify, Change or Direct Work. The Owner understands and agrees it is important for DEBRISTECH to receive any and all Project directives, changes, guidance and other scope-related correspondence (collectively "Directives") from authorized representatives of the Owner. As such, the Owner designates the below listed individuals as Owner representatives authorized to issue Directives to DEBRISTECH on the Owner's behalf. In the event any additional Owner representatives are designated for this Project, the Owner shall promptly notify DEBRISTECH of such designation(s) in writing.

Owner-designated representative:

Ashley Tye, Emergency Management Director by email at Ashley.tye@lowndescounty.com

6. Compensation. The County will pay Contractor an hourly rate for the personnel provided by Contractor pursuant to the payment schedule attached to Exhibit B. For each hour of services provided by any Contractor personnel in excess of forty (40) hours per week, the County will pay Contractor at one and one-half times (1.5x) the hourly rate on Exhibit B. In addition, the County shall reimburse Contractor for all vehicle mileage and per diem expenses (including lodging and meals) incurred by the Contractor's personnel. Contractor agrees to track the number of hours worked per week and to provide invoices for services rendered to the County on a weekly basis. Payment shall be due from the County to the Contractor within fifteen (15) days of the regular meeting of the County Board of Supervisors immediately following receipt of the invoice. For any amounts more than sixty (60) days overdue, Contractor shall have the right to suspend its provision of the Contractor Services until such payment is received. In no event shall the amount payable under this Agreement exceed **\$500,000.00** (the "Cap"). If the Contractor performs services such that the amount payable under this Agreement reaches the Cap, this Agreement shall automatically terminate unless the parties agree to amend this Agreement to increase the amount of the Cap.

7. Taxes. Contractor shall be solely responsible for the payment of all taxes and/or assessments imposed on the payments of compensation for the performance of services outlined herein, including, without limitation, any unemployment insurance or tax, self-employment tax, federal, state and foreign income taxes, and any federal social security payment or similar taxes (and Contractor shall provide evidence to the County, upon the County's request, that such have been paid). Notwithstanding, the County may withhold from any amounts payable under this Agreement such federal, state, local or foreign taxes as shall be required to be withheld pursuant to any applicable law or regulation; provided, however, that the County shall provide the

Contractor with written substantiation of withholding and remittance of such taxes upon Contractor's request.

8. No Breach. Each party hereby represents and warrants to the other party that: (a) it has all right, power and authority to grant the rights granted herein and to perform all of its obligations hereunder; (b) by entering into this Agreement and performing the obligations herein, it will not breach or violate any agreement, charter, instrument or other document to which it is a party or otherwise bound; and (c) it is currently in compliance and, throughout the term of this Agreement, it shall comply, in all material respects, with all applicable laws, rules and regulations.

9. Non-Disclosure. In connection with the Contractor Services, the County may be exposed to certain information that Contractor considers to be confidential or proprietary, or which is otherwise designated by the Contractor as confidential or secret (collectively, "Confidential Information"). During the term of this Agreement and for three (3) years thereafter, the County: (a) shall use reasonable care to protect all Confidential Information it receives; (b) shall not use Confidential Information for any purpose unrelated to the Contractor Services; and (c) shall not, directly or indirectly, disclose any Confidential Information to any third party except to such of the County's employees, agents and representatives who have a need to know such information for purposes of the Contractor Services and are bound by confidentiality obligations no less restrictive than those imposed on the County under this Agreement. The County shall be responsible for any unauthorized disclosure or use of Confidential Information by the County's employees, agents and representatives.

The obligations set forth in this Paragraph 9 shall not apply to such Confidential Information which (i) is or becomes generally available to the public other than as a result of a disclosure by the County; (ii) was available to County on a non-confidential basis prior to its disclosure by the Contractor or its agents; or (iii) becomes available to County on a non-confidential basis from a source other than the Contractor or its agents.

Notwithstanding the foregoing, if County is requested or required (by oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demand or similar process) to disclose any Confidential Information, County shall promptly notify the Contractor of such request(s) so that the Contractor may seek an appropriate protective order or waive compliance with the provisions of this Agreement. County agrees to cooperate fully with the Contractor in seeking any protective order. If, in the absence of a protective order or the receipt of a waiver hereunder, County is, nonetheless, in the reasonable opinion of their counsel, compelled to disclose any such Confidential Information or else stand liable for contempt or suffer other censure or penalty, then it may disclose such information pursuant to such request or requirement without liability hereunder.

10. Dispute Resolution.

(a) Should any dispute between the Parties arise under this Agreement (a "Dispute"), written notice of such Dispute shall be delivered from one party to the other and thereafter, the parties, through their appointed representatives or designees (each an "Authorized Representative"), shall first meet and attempt to resolve the Dispute in face-

to-face negotiations. This meeting shall occur within thirty (30) days of the date on which a written notice of such Dispute is received from the complaining party.

(b) If no resolution is reached through the informal process set forth in Section 10(a) above, at the direction of either party's Authorized Representative, the parties shall engage in non-binding mediation for a period of no less than sixty (60) days (or such longer period as may be mutually agreed by the parties) (the "Mediation Period"). The mediation shall be conducted in Valdosta, Georgia by a single mediator mutually selected by the parties. The parties shall share equally in the fees of the mediator. If the Dispute remains unresolved following the Mediation Period, either party may seek any remedy at law or in equity that may be available. Any disputes shall be brought in the Circuit Court of Lowndes County, Georgia.

11. Insurance. Contractor shall maintain as a condition precedent to this Agreement an approved and satisfactory general comprehensive liability insurance policy in the minimum amount of \$1,000,000.00, and naming the County, its employees and elected officials as additional insureds. Such general comprehensive insurance, the premiums for which have been paid by the Contractor, shall cover any claim for damages of whatever nature brought by any person, corporation or business entity against the Contractor, the County, its employees, named insureds, or additional insureds, or any of them arising out of or in any manner connected with the services provided to the County. A certificate of insurance shall be provided by its producing agent to the County prior to the Contractor's beginning work under this Agreement.

Contractor shall furnish the County as a condition precedent to this Agreement evidence of approved and satisfactory workers' compensation insurance providing workers' compensation insurance to Contractor's employees, unless Contractor is not required by law to have such insurance coverage.

12. Assignment. This Agreement shall not be assigned, in whole or in part, by Contractor without the prior written consent of the County, which shall not be unreasonably withheld.

13. Solid Waste Disposal Act. During the term of this Agreement and any extensions thereof, the Contractor shall at all times comply with all applicable provisions of The Solid Waste Disposal Act of 1965, as amended (42 USCA § 6901, et seq.).

14. Contract Work Hours and Safety Standards Act. During the term of this Agreement and any extensions thereof, the Contractor shall at all times comply with all applicable provisions of The Contract Work Hours and Safety Standards Act, as amended (40 United States Code, Chapter 37).

15. Clean Air Act. During the term of this Agreement and any extensions thereof, the Contractor shall at all times comply with all applicable provisions of the Clean Air Act, as amended (42 U.S.C. §7401, et seq.).

16. Federal Water Pollution Control Act (Clean Water Act). During the term of this Agreement and any extensions thereof, the Contractor shall at all times comply with all applicable

provisions of the Federal Water Pollution Control Act (Clean Water Act), as amended (33 U.S.C. § 1251 et seq.).

17. Energy Policy and Conservation Act. During the term of this Agreement and any extensions thereof, the Contractor shall at all times comply with all applicable federal, state and local laws pertaining to energy efficiency, including but not limited to, the Energy Policy and Conservation Act, as amended (42 U.S.C.A § 6201 et seq.).

17a. The Contractor shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered material practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

18. Byrd Anti-Lobbying Amendment. During the term of this Agreement and any extensions thereof, the Contractor shall at all times comply with all applicable provisions of the Byrd Anti-Lobbying Amendment (42 U.S.C. § 1352, et seq.).

19. Non-Discrimination. The Contractor will not discriminate against any person, employee or applicant for work or employment because of race, color, religion, sex, sexual orientation, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation or national origin. Such action shall include, but not be limited to the following: employment, upgrading demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices as required by applicable law setting forth the provisions of this nondiscrimination clause.

The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will received consideration for employment without regard to race, color, religion, sex, sexual orientation or national origin.

The Contractor, with regard to the work performed by it during the term of this Agreement, shall not discriminate on the grounds of race, color, sex, sexual orientation or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment.

In all solicitations ether by competitive bidding or negotiation made by the Contractor for work to be performed under subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Agreement and applicable regulations relative to nondiscrimination on the grounds of race, color, sex, sexual orientation or national origin.

The Contractor will furnish all information and reports required by Executive Order 11246 and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts for purposes of investigation to ascertain compliance with such rules, regulations, and relevant orders of the Secretary of Labor.

The Contractor will comply with all provisions of Executive Order 11246 and of the rules, regulations and relevant orders of the Secretary of Labor.

The Contractor will comply with all provisions of Executive Order 12250 Coordination of Grant-Related Civil Rates Statutes.

The Contractor will take steps to solicit employment, subcontractor, vendor, volunteer and other employment opportunities with respect to services provided to County under this Agreement from minority and women owned businesses.

20. Force Majeure. Except with respect to payment obligations under this Agreement, neither party hereto shall be liable for any failure to perform due to strikes, riots, civil disturbances, acts of terrorism, wars, failures or fluctuations in electrical power or telecommunications equipment, or any other cause beyond such party's reasonable control (each an "Event of Force Majeure"). The parties shall use their commercially reasonable efforts to minimize the consequences of any Event of Force Majeure.

21. Miscellaneous.

(a) This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, without reference to principles of conflict of laws. The captions of this Agreement are not part of the provisions hereof and shall have no force or effect. This Agreement may not be amended or modified otherwise than by a written agreement executed by the parties hereto or their respective successors and legal representatives.

(b) All notices and other communications hereunder shall be in writing and shall be given by hand delivery to the other party or by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to Contractor:

DebrisTech, LLC

Attn: Brooks Wallace

925 Goodyear Boulevard

Picayune, Georgia 39466

If to the County:

County of Lowndes, Georgia

Attn: James Matheson, Mayor

216 E Central Avenue

Valdosta, GA 31601

or to such other address as either party shall have furnished to the other in writing in accordance herewith. Notice and communications shall be effective when actually received by the addressee.

(c) The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.

(d) The parties' respective rights under this Agreement are cumulative and either party's exercise or enforcement of any right or remedy under this Agreement will not preclude such party's exercise or enforcement of any other right or remedy which such party is entitled to enforce at law or in equity.

(e) Contractor's or the County's failure to insist upon strict compliance with any provision of this Agreement or the failure to assert any right Contractor or the County may have hereunder shall not be deemed to be a waiver of such provision or right or any other provision or right of this Agreement.

(f) If any provision of this Agreement shall be deemed unlawful, void or unenforceable for any reason, it shall be deemed severable, and in no way shall effect the validity or enforceability of, the remaining provisions of this Agreement.

(g) This Agreement shall not be construed or interpreted in favor of or against Contractor or the County on the basis of draftsmanship or preparation of the Agreement.

(h) From and after the date this Agreement is signed by both County and Contractor, this Agreement shall supersede all prior and contemporaneous agreements and understandings between Contractor and the County, whether written or oral, with respect to the subject matter hereof.

(i) This Agreement can only be amended or modified in a written document signed by both Contractor and the County.

(j) All rights and obligations of the parties hereto that either expressly, or by their nature, survive the expiration or termination of this Agreement shall survive such expiration or termination.

(k) This Agreement and any amendment, waiver, approval or consent relating hereto may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all of which when taken together shall constitute one and the same instrument. The delivery by any party of an executed signature page to this Agreement or any amendment, waiver, approval or consent relating hereto by facsimile transmission or by electronic email in Adobe Corporation's Portable Document Format (or PDF) shall be deemed to be, and shall be enforceable to the same extent as, an original signature page hereto or thereto. Any party who delivers such a signature page agrees to later deliver an original counterpart to any party that requests it.

IN WITNESS WHEREOF, the parties have executed this Independent Contractor Agreement as of the date first written above.

-CONTRACTOR-

-COUNTY-

DEBRISTECH, LLC

COUNTY OF LOWNDES, GA

By: _____
Brooks R. Wallace, Manager

By: _____
James Matheson, Mayor

EXHIBIT A

SCOPE OF SERVICES

I. SCOPE OF SERVICES:

A. DISASTER DEBRIS MONITORING SERVICES

The selected firm will be expected to provide disaster debris monitoring services to include debris generated from the public rights-of-way, private property, and other public, eligible, or designated areas. Specific services may include:

- a. Coordinating daily briefings, work progress, staffing, and other key items with the County.
- b. Selection and permitting of DMS locations and any other permitting/regulatory issues as necessary.
- c. Scheduling work for all team members and contractors on a daily basis.
- d. Hiring, training, scheduling, and managing field staff.
- e. Monitoring recovery contractor operations and making/implementing recommendations to improve efficiency as well as speed up recovery work and assure all debris removal work meets FEMA eligibility guidelines.
- f. Assisting the County with responding to public concerns and comments.
- g. Certifying contractor vehicles for debris removal using methodology and documentation practices appropriate for contract monitoring.
- h. Entering load tickets into a database application.
- i. Digitization of source documentation (such as load tickets).
- j. Furnishing and operating an automated/electronic (paperless) debris tracking system.
- k. Developing daily operational reports to keep the County informed of work progress.
- l. Development of maps, GIS applications, etc. as necessary.
- m. Comprehensive review, reconciliation, and validation of debris removal contractor(s) invoices prior to submission to the County for processing.
- n. Project Worksheet and other pertinent report preparation required for reimbursement by FEMA, and any other applicable agency for disaster recovery efforts by County staff and designated debris removal contractors.

B. EMERGENCY MANAGEMENT PLANNING, TRAINING, AND STAFF / EQUIPMENT AUGMENTATION

As directed by the EMA Director, the Consultant shall provide:

- a. Development of a debris management plan – including identification of an adequate number of TDSRS locations. Staff training as necessary.
- b. Procurement assistance for debris removal contractors and associated services.
- c. Hazard mitigation plans and programs.
- d. Other emergency management plans and documents as directed by the County.
- e. Staff and equipment to support the County in various functional areas as required following an emergency event.
- f. Other consulting services as requested by the County.

C. GRANT MANAGEMENT CONSULTING SERVICES

As directed by the County, the consultant shall provide:

- a. Identification of eligible emergency and permanent work (Category A-G);
- b. Damage Assessment
- c. Assistance in attaining Immediate Needs Funding;
- d. Prioritization of recovery workload;
- e. Loss measurement and categorization;
- f. Insurance evaluation, documentation adjusting and settlement services;
- g. Project Worksheet formulation, generation and review.
- h. FEMA, CDBG and additional reimbursement support;
- i. Staff augmentation with experienced Public Assurance Coordinators and Project Officers;
- j. Interim inspections, final inspections, supplemental Project Worksheet generation and final review;
- k. Appeal services and negotiations;
- l. Reconstruction and long-term infrastructure planning; and
- m. Final review of all emergency and permanent work performed.

EXHIBIT B

PAYMENT SCHEDULE

Description	Price
Project Manager	\$59.00
Operations Manager	\$53.00
Field Supervisor	\$42.00
Debris Management Site Monitor	\$34.50
Field Monitor	\$34.50

EXHIBIT C

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS -Certification in accordance with Section 29.510 Appendix A, C.F.R./Vol. 53, No. 102, page 19210 and 19211:

- (1) The CONTRACTOR certifies to the best of its knowledge and belief that it and its principals:
 - (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - (b) have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification: and
 - (d) have not within a three-year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default;
 - (e) has not either directly or indirectly entered into any agreement participated in any collusion; or otherwise taken any action in restraint of free competitive negotiation in connection with this CONTRACT.

- (2) The CONTRACTOR further certifies, to the best of his/her knowledge and belief, that:
 - (f) No federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or employee of a member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - (g) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer of employee of Congress, or any employee of a member of Congress in connection with this CONTRACT, Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions will be completed and submitted.

The certification contained in (1) and (2) above is a material representation of fact upon which reliance is placed and a pre-requisite imposed by Section 1352, Title 31, U. S. Code prior to entering into this CONTRACT. Failure to comply shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000. The CONTRACTOR shall include the language of the certification in all subcontracts exceeding \$100,000 and all sub-contractors shall certify and disclose accordingly.

I hereby certify that I am the duly authorized representative of the CONTRACTOR for purposes of making this certification, and that neither I, nor any principal, officer, shareholder or employee of the above firm has:

- (a) employed or retained for commission, percentages, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONTRACTOR) to solicit or secure this agreement,
- (b) agreed, as an express or implied condition for obtaining this CONTRACT, to employ or retain the services of any firm or person in connection with carrying out the agreement, or
- (c) paid, or agreed to pay, to any firm, organization or person (other than a bone fide employee working solely for me or the above CONTRACTOR) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the agreement; except as herein expressly stated (if any).

I acknowledge that this Agreement may be furnished to the Federal Emergency Management Agency, in connection with the Agreement involving participation of federal disaster relief funds, and is subject to applicable state and federal laws, both criminal and civil.

SO CERTIFIED this day of _____, 20__.

DEBRISTECH, LLC

BY: _____
BROOKS WALLACE

ATTEST: _____

My Commission Expires: _____

Notary