



LOWNDES COUNTY BOARD OF COMMISSIONERS  
PROPOSED AGENDA  
WORK SESSION, MONDAY, FEBRUARY 8, 2021, 8:30 AM  
REGULAR SESSION, TUESDAY, FEBRUARY 9, 2021, 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 - January 25, 2021 & Regular Session - January 26, 2021

Recommended Action: Approve

Documents:

**5. Public Hearing**

- a. Beer, Wine, and Liquor License - Lucila Parker of Restaurante Mexicano San Judas Tadeo, Inc., DBA Restaurante Mexicano San Judas Tadeo, Inc. - 4333 Bemiss Rd. Suite 12, Valdosta, GA

Recommended Action: Approve

Documents:

**6. For Consideration**

- a. Wine License - Manishaben Patel of Sai Krupa 2018 LLC, DBA JP Foods #2 - 3663 New Statenville Hwy., Valdosta, GA

Recommended Action: Approve

Documents:

- b. 2021 Public Defender Contracts

Recommended Action: Approve

Documents:

- c. ULDC Revision - Agreement with Goodwyn Mills Cawood (GMC)

Recommended Action: Board's Pleasure  
Approve

Documents:

- d. Whitewater Road Lift Station Pump

Recommended Action: Approve

Documents:

**7. Bid**

a. Bid for a Lift for the Public Works Department

Recommended Action: Board's Pleasure

Documents:

**8. Reports - County Manager**

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

**10. Adjournment**

LOWNDES COUNTY BOARD OF COMMISSIONERS  
COMMISSION AGENDA ITEM

SUBJECT: Beer, Wine, and Liquor License - Lucila Parker of Restaurante Mexicano San Judas Tadeo, Inc., DBA Restaurante Mexicano San Judas Tadeo, Inc. - 4333 Bemiss Rd. Suite 12, Valdosta, GA

Work Session/Regular Session

DATE OF MEETING: February 9, 2021

BUDGET IMPACT:

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: Beer, Wine, and Liquor License - Lucila Parker of Restaurante Mexicano San Judas Tadeo, Inc., DBA Restaurante Mexicano San Judas Tadeo, Inc. - 4333 Bemiss Rd., Suite 12, Valdosta, GA,

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HISTORY, FACTS AND ISSUES: Beer, Wine, and Liquor License - Lucila Parker of Restaurante Mexicano San Judas Tadeo, Inc., DBA Restaurante Mexicano San Judas Tadeo, Inc. - 4333 Bemiss Rd., Suite 12, Valdosta, GA, is requesting a license for the sale of beer, wine, and liquor for consumption on premise. This is a new establishment. This location previously operated as Riviera Maya but has been closed for some time. The ordinances and guidelines for approval of the license have been met. All forms are attached and upon approval by the Board the license will be granted.

OPTIONS: 1. Approval of the Beer, Wine, and Liquor License  
2. Board's Pleasure

RECOMMENDED ACTION: Approve

DEPARTMENT: Finance

DEPARTMENT HEAD: Stephanie Black

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

Restaurante Mexicano San Judas  
Tadeo, Inc

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

#01352271

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

1. TYPE OF LICENSE(s) APPLIED FOR (check all that apply):

- Retail Dealer – Off Premises Consumption (Malt Beverages)
- Retail Dealer – Off Premises Consumption (Wine)
- Retail Dealer – Off Premises Consumption (Distilled Spirits)
- Retail Dealer – Off Premises Consumption (Sunday Sales)
- Retail Consumption Dealer – Consumption on Premises (Malt Beverages)
- Retail Consumption Dealer – Consumption on Premises (Wine)
- Retail Consumption Dealer – Consumption on Premises (Distilled Spirits)
- Retail Consumption Dealer – Consumption on Premises (Sunday Sales)
- Wholesaler – Malt Beverages with warehousing in Lowndes County
- Wholesaler – Malt Beverages without warehousing in Lowndes County
- Wholesaler – Wine with warehousing in Lowndes County
- Wholesaler – Wine without warehousing in Lowndes County
- Wholesaler – Distilled Spirits with warehousing in Lowndes County
- Wholesaler – Distilled Spirits without warehousing in Lowndes County
- Alcoholic Beverage Catering License

No retail dealer licensee shall hold any retail consumption dealer license for the same location, and vice versa; and no wholesale dealer licensee shall hold any retail dealer license or retail consumption dealer license for the same location.

2. Official Legal Name of Entity or Person seeking the License(s) (the "Applicant"):

Lucila (Lucy) Parker

3. Applicant's Business or Trade Name (if different than official legal name):

Restaurante Mexicano San Judas Tadeo Inc.

4. List any aliases, tradenames, or other names under which the Applicant is known or conducting business, or has been known or conducted business during the past three years:

N/A

5. If Applicant is an Entity, Full Name of the Individual Making this Application for the Applicant:

N/A

6. Street Address of establishment for which license is sought:

4333 Bemiss Road Suite 12

Valdosta, GA 31605

7. Street Address of Applicant's Primary Place of Business, if different from question #6 above:

Same

8. Describe the type of establishment to be operated pursuant to the license applied for and the category(ies) of alcoholic beverage related functions and activities to be conducted at such establishment. [Attach additional pages if more space is needed]

Mexican restaurant - bar and grille serving  
bar drinks as well as drinks at dining tables  
(wine, beer, liquor)

9. Lowndes County's alcohol ordinance prohibits the distribution, sale or consumption of alcoholic beverages within 300 feet of any church building. The ordinance also prohibits the distribution, sale or consumption of wine or malt beverages within 100 yards, or of distilled spirits within 200 yards, of any school building, educational building, school grounds or college campus. Those distances are measured from the door of the licensed establishment to the nearest street, thence along said street to the nearest point of any church building, school building, educational building, school grounds or college campus. List below the name and street address of the nearest church and the nearest educational facilities to the proposed establishment including the address.

Church: Gonwood Church

School, college or other educational facility or grounds: Lighthouse Christian School

10. Has the Applicant or the establishment to be licensed been denied or had revoked an alcohol license by Lowndes County within the preceding twelve (12) months? [ ] YES  NO  
If yes, please explain. [Attach additional pages if more space needed]

11. Has the Applicant, any person identified in question 12 below, or any employee of the establishment for which licensure is being sought ever been refused a license related to alcohol or had such license suspended or revoked (either by Lowndes County or another jurisdiction)? [ ] YES  NO  
If yes, state the month and year of such occurrence, the jurisdiction, and the circumstances. [Attach additional pages if more space needed]

12. Type of Legal Entity applying for license:

<input type="checkbox"/> Individual	<input type="checkbox"/> Partnership
<input type="checkbox"/> Joint Venture	<input checked="" type="checkbox"/> Corporation
<input type="checkbox"/> Firm	<input type="checkbox"/> Association
<input checked="" type="checkbox"/> Limited Liability Company (LLC)	
<input type="checkbox"/> Other: _____	

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

_____	_____
Name	Address
_____	_____
Name	Address
_____	_____
Name	Address
_____	_____
Name	Address

If the Applicant is a corporation or association, list the names and addresses of its principal officers, directors and the three stockholders owning the largest amounts of stock. [Attach additional pages if more space is needed]

<u>Lucila Parker</u>	_____
President	Address
_____	_____
Vice President	Address
_____	_____
Secretary	Address
_____	_____
Treasurer	Address
_____	_____
Director	Address
_____	_____
Stockholder	Address
_____	_____
Stockholder	Address
_____	_____
Stockholder	Address

13. Has the Applicant, any person listed in question 12 above, or any employee of the applicant's establishment ever been convicted of a felony? [ ] YES  NO

14. Has the Applicant, any person listed in question 12 above, or any employee of the Applicant's establishment been convicted within the previous five (5) years of a misdemeanor or of any other violation involving gambling, the Georgia Controlled Substances Act (or similar laws of another jurisdiction), prostitution, sex offenses, adult entertainment laws, rules or regulations, alcohol control laws, rules or regulations, or offenses involving moral turpitude? [ ] YES  NO

15. Has the Applicant, any person identified in question 12 above and each employee of Applicant's establishment attach a fully completed and executed consent statement for necessary investigation reports? (see attachment A)  YES [ ] NO

16. If the establishment for which a license is sought is or was licensed under the Lowndes County Alcohol Ordinance (or any previous ordinances or resolutions pertaining to alcoholic beverages), present details of how the Applicant has or will acquire the establishment, including on what terms and conditions. Further, describe in detail any familial, business, investment, debtor/creditor, or other relationship the Applicant may have or have had during the past three (3) years with the current or former licensee or establishment owner, and in each case with any person identified in question 12 above. [Attach additional pages if more space is needed]

Opening new Restaurant Previous Restaurant  
went out of Business, no Business with  
Previous business owner - Leasing From  
original building owner.

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

YES [ ] NO

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

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



CERTIFICATION REGARDING APPLICATION

Personally, appeared before the undersigned officer duly authorized to administer oaths, the undersigned affiant, who after first being duly sworn, hereby affirms, says and certifies that he/she is the Owner of Restaurante Mexicano San Judas Tadeo, Inc authorized to make and execute this application on behalf of the Applicant, and further hereby affirms, says and certifies as to each of the following:

I have read and understand the Lowndes County Alcoholic Beverage Ordinance and will ensure that all employees of the establishment for which licensure is sought will be familiar with the provisions and regulations of that Ordinance.

I will ensure that the establishment for which licensure is sought complies at all times with all applicable laws, rules and regulations of the United States, the State of Georgia and Lowndes County, now in force or which may hereafter be enacted as relates to the sale, distribution, or consumption of alcoholic beverages.

I understand that any license issued is valid for a period of one year, beginning January 1<sup>st</sup> and expiring December 31<sup>st</sup>, that no license shall be assignable or transferrable either to a new licensee or for another location, and that no portion of the license fee shall be refunded should the license be revoked during the license year or should the establishment close.

The information, documents and statements made or contained in this Application, or submitted as a part thereof or supplementary thereto is in each case accurate and complete. I further understand that making false or fraudulent statements and/or representations in or with respect to this Application may subject me to criminal and/or civil penalties including a fine and/or imprisonment.

Submitted herewith is the sum of \$ 4950.00 [must be a cashier's check, money order, other certified funds, or cash] which includes the license fee for the year, or partial year, plus the administration fee. I understand that, should the Application be denied, I will receive a refund for the license fee only and that the administration fee is non-refundable.

Lucila A Park

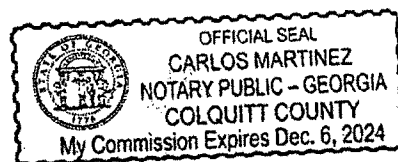
Signature of Individual Making this Application

Sworn to and subscribed before me this 7<sup>th</sup> day of 01, 2021

Date: 1-7-2021

Carlos Martinez  
Notary Public

My commission expires: 12-6-2024



ATTACHMENT B

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

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

- I am a citizen of the United States.
- I am a legal permanent resident of the United States.
- I am a qualified alien or non-immigrant under the Federal Immigration and Nationality Act with an alien number issued by the Department of Homeland Security or other federal immigration agency. My alien number is: \_\_\_\_\_.

The undersigned applicant also hereby verifies that he or she is 18 years of age or older and has provided at least one secure and verifiable document, as required by O.C.G.A. §50-36-1, with this affidavit. Form of secure and verifiable document: GA Dr Lic + US Perm. Resident Card

In making the above representations under oath, I understand that any person who knowingly and willfully makes a false, fictitious or fraudulent statement, or representation in an affidavit may be guilty of a violation of O.C.G.A. §16-10-20 and face criminal penalties as allowed by such criminal statute.

Executed in Nashville (city), Ga (state).

Lucila R Parker

Signature of Applicant

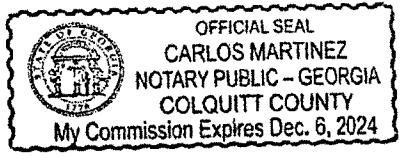
Lucila R Parker

Printed Name of Applicant

Sworn to and subscribed before me this 7th day of 01, 2021

Carlos Martinez  
Notary Public

My commission expires: 12-6-2024



ATTACHMENT C

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

By executing this affidavit, the undersigned private employer verifies its compliance with O.C.G.A. §36-60-6, stating affirmatively that the individual, firm or corporation employs more than ten employees and has registered with and utilizes the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. §13-10-90. Furthermore, the undersigned private employer hereby attests that its federal work authorization user identification number and date of authorization are as follows:

~~84-41421668~~ 84-41421668

Federal Work Authorization User Identification Number

1-3-2020

Date of Authorization

Lucila Parker

Name of Private Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on 1-7<sup>th</sup>, 2021 in Moultrie (city), Ga (state).

Lucila R Park

Signature of Authorized Officer or Agent

Lucila R Parker

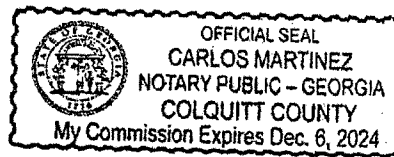
Printed Name and Title of Authorized Officer or Agent

Sworn to and subscribed before me this 7<sup>th</sup> day of 01, 2021.

Carlos Martinez

Notary Public

My commission expires: 12-6-2024



ATTACHMENT D

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

By executing this affidavit, the undersigned private employer verifies its compliance with O.C.G.A. §36-60-6, stating affirmatively that the individual, firm or corporation employs fewer than eleven employees and therefore, is not required to register with and/or utilize the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. §13-10-90.

Lucila R Parker  
Signature of Exempt Private Employer

Lucila R Parker  
Printed Name of Exempt Private Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on 1-7-, 2021 in Macon (city), Gea (state).

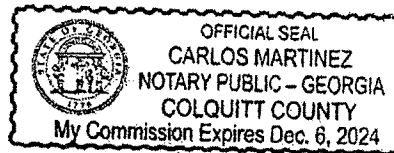
Lucila R Parker  
Signature of Authorized Officer or Agent

Lucila R Parker  
Printed Name and Title of Authorized Officer or Agent

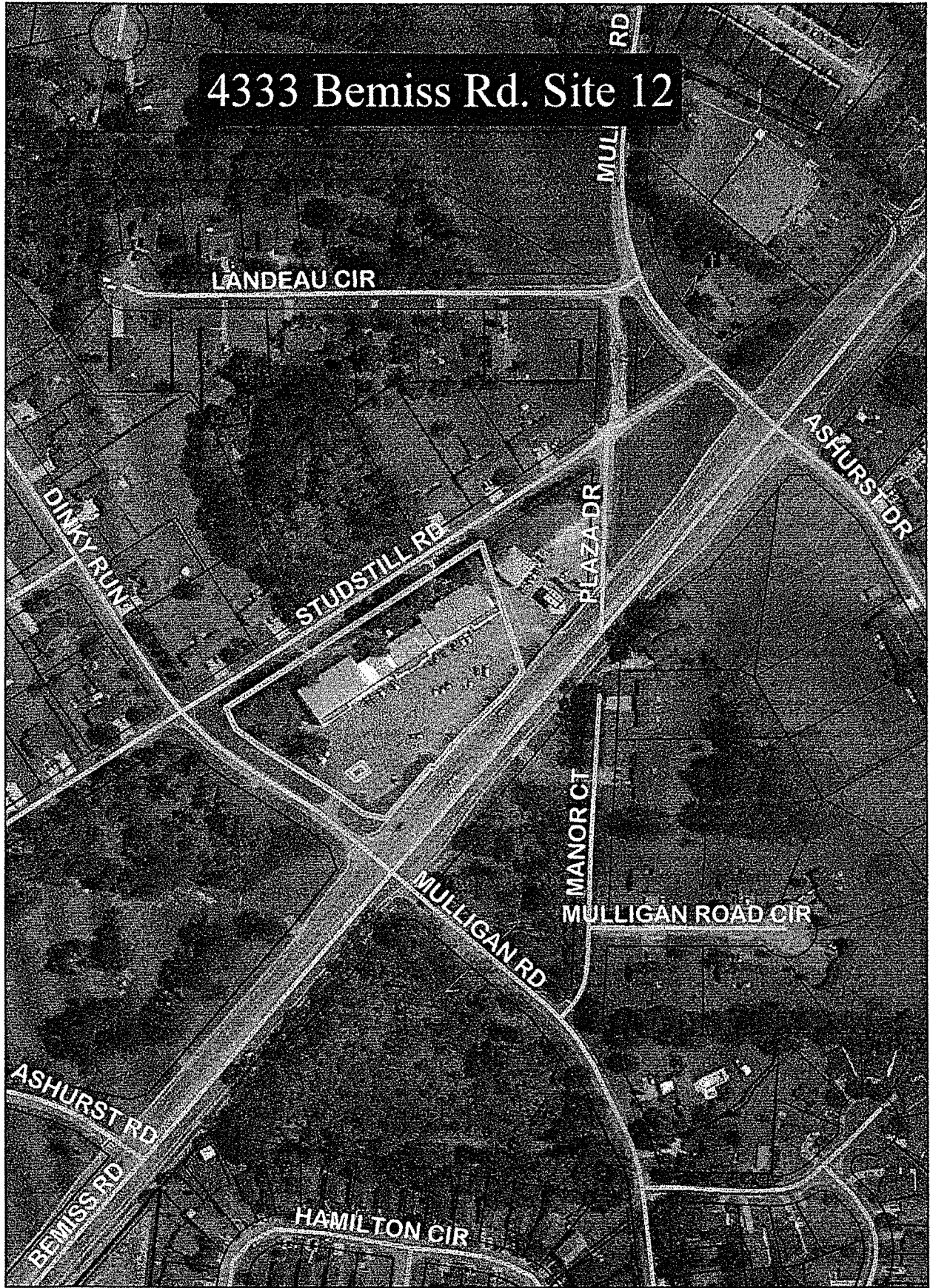
Sworn to and subscribed before me this 7th day of 01, 2021

Carlos Marty  
Notary Public

My commission expires: 12-6-2024



4333 Bemiss Rd. Site 12



LANDEAU CIR

STUDSTILL RD

MULLIGAN RD

ASHURST RD  
BEMISS RD

HAMILTON CIR

MANOR CT  
MULLIGAN ROAD CIR

PLAZA DR

ASFIURSTER DR

RD

## Distance Check

Date: January 19, 2021

Establishment: Restaurante Mexicano

Address: 4333 Bemiss Road Suite 12

Nearest School: Lighthouse Christian

Address: 4565 Bemiss Road 31605 Distance: .6 mile

Nearest Church: Gonwood Church of Christ

Address: 4030 Mulligan Road 31605 Distance: .2 mile

Officer Assigned: Ken Carter

Signature: \_\_\_\_\_

Comments: Distances established using odometer on 15-74

LOWNDES COUNTY BOARD OF COMMISSIONERS  
COMMISSION AGENDA ITEM

SUBJECT: Wine License - Manishaben Patel of Sai Krupa 2018 LLC, DBA JP  
Foods #2 - 3663 New Statenville Hwy., Valdosta, GA

Work Session/Regular Session

DATE OF MEETING: February 9, 2021

BUDGET IMPACT:  
FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: Wine License - Manishaben Patel of Sai Krupa 2018 LLC, DBA JP Foods #2 -  
3663 New Statenville Hwy., Valdosta, GA

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HISTORY, FACTS AND ISSUES: Manishaben Patel of Sai Krupas 2018 LLC, DBA JP Foods #2 - 3663 New  
Statenville Hwy., Valdosta, GA, is requesting a license for the sale of wine for consumption off premise. This  
establishment currently holds a license for the sale of beer for consumption off premise and is requesting to  
add wine. The ordinance and guidelines for approval of the license have been met. All forms are attached  
and upon approval by the Board the license will be granted.

OPTIONS: 1. Approval of the Wine License  
2. Board's Pleasure

RECOMMENDED ACTION: Approve

DEPARTMENT: Finance

DEPARTMENT HEAD: Stephanie Black

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

JAI Group LLC  
DBA JP Foods 2

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

#01345772

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

1. TYPE OF LICENSE(S) APPLIED FOR (check all that apply):

- Retail Dealer – Off Premises Consumption (Malt Beverages)
- Retail Dealer – Off Premises Consumption (Wine)
- Retail Dealer – Off Premises Consumption (Distilled Spirits)
- Retail Dealer – Off Premises Consumption (Sunday Sales)
- Retail Consumption Dealer – Consumption on Premises (Malt Beverages)
- Retail Consumption Dealer – Consumption on Premises (Wine)
- Retail Consumption Dealer – Consumption on Premises (Distilled Spirits)
- Retail Consumption Dealer – Consumption on Premises (Sunday Sales)
- Wholesaler – Malt Beverages with warehousing in Lowndes County
- Wholesaler – Malt Beverages without warehousing in Lowndes County
- Wholesaler – Wine with warehousing in Lowndes County
- Wholesaler – Wine without warehousing in Lowndes County
- Wholesaler – Distilled Spirits with warehousing in Lowndes County
- Wholesaler – Distilled Spirits without warehousing in Lowndes County
- Alcoholic Beverage Catering License

No retail dealer licensee shall hold any retail consumption dealer license for the same location, and vice versa; and no wholesale dealer licensee shall hold any retail dealer license or retail consumption dealer license for the same location.



2. Official Legal Name of Entity or Person seeking the License(s) (the "Applicant"):

Sai Krupa 2018 LLC

3. Applicant's Business or Trade Name (if different than official legal name):

J. P. Foods #2

4. List any aliases, tradenames, or other names under which the Applicant is known or conducting business, or has been known or conducted business during the past three years:

N/A

5. If Applicant is an Entity, Full Name of the Individual Making this Application for the Applicant:

Manishaben Patel

6. Street Address of establishment for which license is sought:

3663 New statenville Hwy

Valdosta, GA - 31606

7. Street Address of Applicant's Primary Place of Business, if different from question #6 above:

—

8. Describe the type of establishment to be operated pursuant to the license applied for and the category(ies) of alcoholic beverage related functions and activities to be conducted at such establishment.

[Attach additional pages if more space is needed]

Convenience store with Gas - & Selling Beer & wine

9. Lowndes County's alcohol ordinance prohibits the distribution, sale or consumption of alcoholic beverages within 300 feet of any church building. The ordinance also prohibits the distribution, sale or consumption of wine or malt beverages within 100 yards, or of distilled spirits within 200 yards, of any school building, educational building, school grounds or college campus. Those distances are measured from the door of the licensed establishment to the nearest street, thence along said street to the nearest point of any church building, school building, educational building, school grounds or college campus. List below the name and street address of the nearest church and the nearest educational facilities to the proposed establishment including the address.

Church: Mt Pleasant Church

School, college or other educational facility or grounds: Moulton Branch

10. Has the Applicant or the establishment to be licensed been denied or had revoked an alcohol license by Lowndes County within the preceding twelve (12) months?  YES  NO  
If yes, please explain. [Attach additional pages if more space needed]

11. Has the Applicant, any person identified in question 12 below, or any employee of the establishment for which licensure is being sought ever been refused a license related to alcohol or had such license suspended or revoked (either by Lowndes County or another jurisdiction)?  YES  NO  
If yes, state the month and year of such occurrence, the jurisdiction, and the circumstances. [Attach additional pages if more space needed]

12. Type of Legal Entity applying for license:

<input type="checkbox"/> Individual	<input type="checkbox"/> Partnership
<input type="checkbox"/> Joint Venture	<input type="checkbox"/> Corporation
<input type="checkbox"/> Firm	<input type="checkbox"/> Association
<input checked="" type="checkbox"/> Limited Liability Company (LLC)	
<input type="checkbox"/> Other: _____	

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

Manisha ben Patel

Member Name

Address

Kathira, GA - 31632

Member Name

Address

Member Name

Address

Manager Name

Address

Manager Name

Address

Officer Name

Address

Officer Name

Address

If the Applicant is any other type of entity or non-natural person, list the names and addresses of all the members of its governing body, officers and others having management, control or dominion over such application.

Name

Address

Name

Address

Name

Address

Name

Address

13. Has the Applicant, any person listed in question 12 above, or any employee of the applicant's establishment ever been convicted of a felony? [ ] YES  NO

14. Has the Applicant, any person listed in question 12 above, or any employee of the Applicant's establishment been convicted within the previous five (5) years of a misdemeanor or of any other violation involving gambling, the Georgia Controlled Substances Act (or similar laws of another jurisdiction), prostitution, sex offenses, adult entertainment laws, rules or regulations, alcohol control laws, rules or regulations, or offenses involving moral turpitude? [ ] YES  NO

15. Has the Applicant, any person identified in question 12 above and each employee of Applicant's establishment attach a fully completed and executed consent statement for necessary investigation reports? (see attachment A)  YES [ ] NO

16. If the establishment for which a license is sought is or was licensed under the Lowndes County Alcohol Ordinance (or any previous ordinances or resolutions pertaining to alcoholic beverages), present details of how the Applicant has or will acquire the establishment, including on what terms and conditions. Further, describe in detail any familial, business, investment, debtor/creditor, or other relationship the Applicant may have or have had during the past three (3) years with the current or former licensee or establishment owner, and in each case with any person identified in question 12 above. [Attach additional pages if more space is needed]

This is a current business establishment  
no change of ownership.

17. Has the individual making this application attached a fully completed and executed affidavit (see attachment B) verifying his or her legal presence in the U.S., and also presented as his or her identification an original of one of the following current and valid "secure and verifiable documents" under O.C.G.A. § 50-36-1: driver's license issued by one of the states or territories of the U.S. or Canada; U.S. or foreign passport; picture I.D. issued by one of the states or territories of the U.S.; U.S. Certificate of Citizenship or Naturalization; or U.S. Permanent Resident Card or Alien Registration Receipt Card?  
 YES [ ] NO

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

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

CERTIFICATION REGARDING APPLICATION

Personally, appeared before the undersigned officer duly authorized to administer oaths, the undersigned affiant, who after first being duly sworn, hereby affirms, says and certifies that he/she is the Manishaben Patel of Soni Krupa 2018 LLC, is authorized to make and execute this application on behalf of the Applicant, and further hereby affirms, says and certifies as to each of the following:

I have read and understand the Lowndes County Alcoholic Beverage Ordinance and will ensure that all employees of the establishment for which licensure is sought will be familiar with the provisions and regulations of that Ordinance.

I will ensure that the establishment for which licensure is sought complies at all times with all applicable laws, rules and regulations of the United States, the State of Georgia and Lowndes County, now in force or which may hereafter be enacted as relates to the sale, distribution, or consumption of alcoholic beverages.

I understand that any license issued is valid for a period of one year, beginning January 1<sup>st</sup> and expiring December 31<sup>st</sup>, that no license shall be assignable or transferrable either to a new licensee or for another location, and that no portion of the license fee shall be refunded should the license be revoked during the license year or should the establishment close.

The information, documents and statements made or contained in this Application, or submitted as a part thereof or supplementary thereto is in each case accurate and complete. I further understand that making false or fraudulent statements and/or representations in or with respect to this Application may subject me to criminal and/or civil penalties including a fine and/or imprisonment.

Submitted herewith is the sum of \$ 650.00 [must be a cashier's check, money order, other certified funds, or cash] which includes the license fee for the year, or partial year, plus the administration fee. I understand that, should the Application be denied, I will receive a refund for the license fee only and that the administration fee is non-refundable.

Manishaben H. Patel  
Signature of Individual Making this Application

Date: 1/20/2021

Sworn to and subscribed before me  
this 26<sup>th</sup> day of Jan, 2021.

Loraine Green  
Notary Public

My commission expires: 11-10-23



ATTACHMENT B

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

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

- I am a citizen of the United States.
- I am a legal permanent resident of the United States.
- I am a qualified alien or non-immigrant under the Federal Immigration and Nationality Act with an alien number issued by the Department of Homeland Security or other federal immigration agency. My alien number is: \_\_\_\_\_

The undersigned applicant also hereby verifies that he or she is 18 years of age or older and has provided at least one secure and verifiable document, as required by O.C.G.A. §50-36-1, with this affidavit. Form of secure and verifiable document: Permanent Residence Card.

In making the above representations under oath, I understand that any person who knowingly and willfully makes a false, fictitious or fraudulent statement, or representation in an affidavit may be guilty of a violation of O.C.G.A. §16-10-20 and face criminal penalties as allowed by such criminal statute.

Executed in Valdosta (city), GA (state).

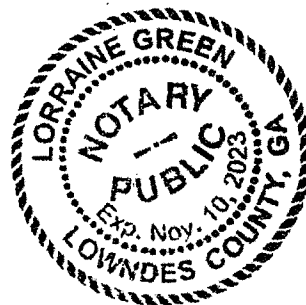
Manisha H. Patel  
Signature of Applicant

Manishaben Patel  
Printed Name of Applicant

Sworn to and subscribed before me this 26<sup>th</sup> day of Jan, 2021.

Lorraine Green  
Notary Public

My commission expires: 11-10-23



ATTACHMENT D

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

By executing this affidavit, the undersigned private employer verifies its compliance with O.C.G.A. §36-60-6, stating affirmatively that the individual, firm or corporation employs fewer than eleven employees and therefore, is not required to register with and/or utilize the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. §13-10-90.

Manishee H. Patel

Signature of Exempt Private Employer

Manishaben Patel

Printed Name of Exempt Private Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on Jan 26, 2021 in Valdosta (city), GA (state).

Manishee H. Patel

Signature of Authorized Officer or Agent

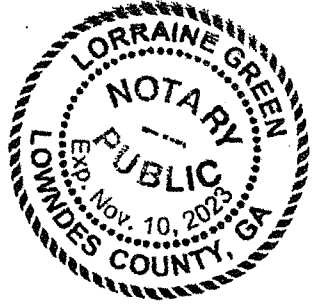
Manishaben Patel

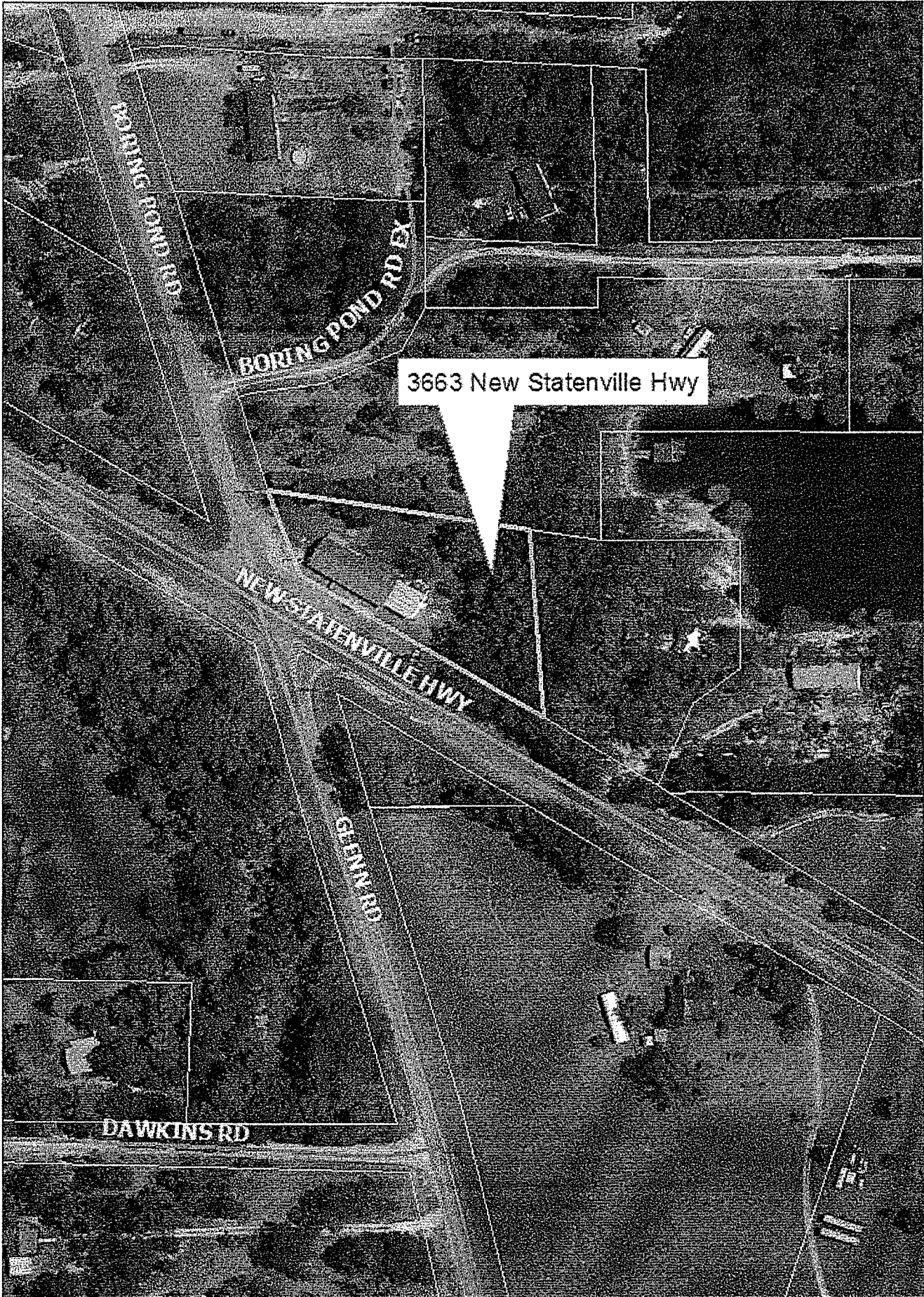
Printed Name and Title of Authorized Officer or Agent

Sworn to and subscribed before me this 26<sup>th</sup> day of Jan, 2021.

Lorraine Green  
Notary Public

My commission expires: 11-10-23





3663 New Statenville Hwy

DAWKINS RD

GLENN RD

NEW STATENVILLE HWY

BORING POND RD EX

MOUNTING BOND RD



# Request for Distance Check

From: \_\_\_\_\_ Dept: \_\_\_\_\_ Date: \_\_\_\_\_

Contact Info: \_\_\_\_\_ Deadline: \_\_\_\_\_ 5:00pm

Establishment: J P Foods Location: 3663 New Statenville Hwy  
SAI Krupa 2018 LLC

Nearest School (Name) Moulton Branch Elementary

School Address: 6725 Inner Perimeter Rd. 31606 Distance: over 2 miles

Nearest Church (Name) Eastern Heights Baptist

Church Address: 2399 New Statenville Hwy 31601 Distance: over 1 mile

Officer Assigned: CERALD BARLEY Date: 01-28-21

Signature: X Aneel B

Report Submitted Via: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

Scan/ Email \_\_\_\_\_ Faxed \_\_\_\_\_ Inner Office \_\_\_\_\_ Pers. Deliver \_\_\_\_\_

Comments: \_\_\_\_\_

LOWNDES COUNTY BOARD OF COMMISSIONERS  
COMMISSION AGENDA ITEM

SUBJECT: 2021 Public Defender Contracts

Work Session/Regular Session

DATE OF MEETING: February 9, 2021

BUDGET IMPACT:

FUNDING SOURCE:

( ) Annual

( ) Capital

( ) N/A

( ) SPLOST

( ) TSPLOST

COUNTY ACTION REQUESTED ON: 2021 Public Defender Contracts

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HISTORY, FACTS AND ISSUES: The attached contract for 2021 ongoing Public Defender Services and 2021 Administration of Operating Expenses Contract for the Valdosta office are the same as have been presented annually for several years with no changes.

OPTIONS: 1. Approval of request and both contracts signed by the Chairman.  
2. Board's pleasure

RECOMMENDED ACTION: Approve

DEPARTMENT: Public Defender

DEPARTMENT HEAD: Wade Krueger

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

**AMENDMENT TO THE INDIGENT DEFENSE SERVICES  
AGREEMENT AMONG THE CIRCUIT PUBLIC DEFENDER OFFICE OF THE  
SOUTHERN JUDICIAL CIRCUIT AND THE GOVERNING AUTHORITIES OF  
BROOKS, COLQUITT, ECHOLS, LOWNDES, AND THOMAS COUNTIES**

**THE AGREEMENT** entered on January 31, 2007, among the Circuit Public Defender Office of the Southern Judicial Circuit (herein referred to as "the Public Defender Office"), the governing authority of Brooks County, a body politic and a subdivision of the State of Georgia (herein referred to as "Brooks County"), the governing authority of Colquitt County, a body politic and a subdivision of the State of Georgia (herein referred to as "Colquitt County"), the governing authority of Echols County, a body politic and a subdivision of the State of Georgia (herein referred to as "Echols County"), the governing authority of Lowndes County, a body politic and a subdivision of the State of Georgia (herein referred to as "Lowndes County"), and the governing authority of Thomas County, a body politic and a subdivision of the State of Georgia (herein referred to as "Thomas County"), is hereby amended pursuant to Section 6.06 of the agreement by striking in its entirety Section 6.01 relating to Term of the agreement and inserting in lieu thereof the following:

**Section 6.01 Term.** The term of this agreement is 1 year beginning January 1, 2021 and ending December 31, 2021. This agreement may be renewed by the Public Defender Office by providing written notice to each of the county representatives designated in Section 6.05 within 30 days prior to the expiration of the agreement in accordance with Section 6.06. This agreement may also be renewed when the annual budget has been agreed to by all parties. Notice of the renewal will be sent by the Public Defender to the representatives of the parties identified in Section 6.05.

In addition, the parties to this agreement acknowledge and consent to the continued rollover of the county's surplus funds, if any, from the previous calendar year budgets to be retained on behalf of the Public Defender Program for FY 2021-2022.

**IN WITNESS WHEREOF,** the parties have each here unto affixed their signatures.

ATTEST:

LOWNDES COUNTY

\_\_\_\_\_  
Belinda C. Lovern  
County Clerk

BY: \_\_\_\_\_  
Bill Slaughter, Chairman  
Board of Commissioners

\_\_\_\_\_  
Date

**AMENDMENT TO THE GEORGIA INDIGENT DEFENSE  
SERVICES AGREEMENT FOR THE ADMINISTRATION OF  
OPERATING EXPENSES**

**THE AGREEMENT** entered on the 31<sup>st</sup> day of January, 2011, among the Georgia Public Defender Standards Council, now revised to the Georgia Public Defender Council (herein referred to as "**GPDC**"), the Circuit Public Defender Office of the Southern Judicial Circuit (herein referred to as "**the Public Defender Office**"), the governing authority of Brooks County, a body politic and a subdivision of the State of Georgia (herein referred to as "**Brooks County**"), the governing authority of Echols County, a body politic and a subdivision of the State of Georgia (herein referred to as "**Echols County**"), and the governing authority of Lowndes County, a body politic and a subdivision of the State of Georgia (herein referred to as "**Lowndes County**"), Brooks, Echols and Lowndes Counties are herein referred to collectively as "**the Counties,**" is hereby amended pursuant to Section 2.01 of the agreement by striking in its entirety Section 2.01 relating to Term of the agreement and inserting in lieu thereof the following:

**Section 2:01 Term.** The term of this agreement is 1 year beginning January 1, 2021 and ending December 31, 2021. This agreement may be renewed when the annual budget has been agreed to by all parties.

**IN WITNESS WHEREOF,** the parties have each here unto affixed their signatures.

ATTEST:

Circuit Public Defender  
Southern Judicial Circuit

\_\_\_\_\_

BY:

\_\_\_\_\_  
Wade Krueger  
Circuit Public Defender

\_\_\_\_\_  
Date

ATTEST:

Georgia Public Defender Council

\_\_\_\_\_

BY:

\_\_\_\_\_  
Omotayo B. Alli  
Executive Director

\_\_\_\_\_  
Date

ATTEST:

LOWNDES COUNTY

\_\_\_\_\_  
Belinda C. Lovern  
County Clerk

BY: \_\_\_\_\_  
Bill Slaughter, Chairman  
Board of Commissioners

\_\_\_\_\_  
Date

LOWNDES COUNTY BOARD OF COMMISSIONERS  
COMMISSION AGENDA ITEM

SUBJECT: ULDC Revision - Agreement with Goodwyn Mills Cawood (GMC)

Work Session/Regular Session

DATE OF MEETING: February 9, 2021

BUDGET IMPACT: \$39,370

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: ULDC Revision - Agreement with Goodwyn Mills Cawood (GMC)

---

HISTORY, FACTS AND ISSUES: The purpose of this agreement is to utilize the knowledge and expertise of an outside resource to assist with the sections of the ULDC that require revision or updating since its inception in 2006.

Staff has been gathering research on several chapters of the ULDC that require modification, and if approved, will work with staff at Goodwyn Mills Cawood LLC, (the "Consultant" or "GMC") over the course of a 10 month period from the issuance of a Notice to Proceed to make the necessary changes.

The primary contact at GMC is Glenn Coyne, one of the original authors of the ULDC, currently residing in Augusta, GA.

Revisions include various subjects that have changed over time due to new regulations at the Federal, State, and Local level, as well as advancements in technology that have reshaped the processes of handling citizen requests in regards to land use and development.

- OPTIONS: 1. Board's Pleasure  
2. Authorize the Chairman to sign the agreement for Goodwyn Mills Cawood, LLC to assist with the revision of the ULDC

RECOMMENDED ACTION: Board's Pleasure  
Approve

DEPARTMENT: Planning/Zoning

DEPARTMENT HEAD: JD Dillard

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

## AGREEMENT REGARDING REVISING LOWNDES COUNTY ULDC

THIS Agreement, entered into effective as of the 9th day of February, 2021, by and between Lowndes County (the "COUNTY") and Goodwyn Mills Cawood, LLC (the "CONSULTANT" or "GMC") (collectively the "Parties").

### WITNESSETH THAT:

WHEREAS, the COUNTY desires to engage the CONSULTANT to provide the technical and professional services described in Exhibit A-Scope of Services (the "Scope of Services") regarding revising the Lowndes County Unified Land Development Code (the "ULDC"); and

WHEREAS, the CONSULTANT desires to provide the described services to the COUNTY;

NOW, THEREFORE, the Parties agree as follows:

### ARTICLE I – ENGAGEMENT OF THE CONSULTANT

The COUNTY engages the CONSULTANT to provide, and the CONSULTANT agrees to provide, the services set forth in the Scope of Services in a professional and proper manner and in accordance with this Agreement.

### ARTICLE II – SCOPE OF SERVICES

The CONSULTANT shall provide the professional, administrative, technical, and planning services to the COUNTY described in the Scope of Services. The Scope of Services may be amended only upon written agreement of the Parties.

### ARTICLE III – TIME OF PERFORMANCE

The services to be provided pursuant to this Agreement shall commence upon issuance of a Notice to Proceed by the COUNTY and will continue until all tasks in the Scope of Services have been completed or termination of this Agreement as provided herein.

The Project will proceed in accordance with a written schedule to which the Parties agree and shall be completed within ten (10) months from issuance of the Notice to Proceed subject to written amendment of this Agreement.

This Agreement shall terminate upon final closeout and approval by the COUNTY of the project (the "Project") described in the Scope of Services.

### ARTICLE IV – GENERAL PROVISIONS

- A. Personnel: The CONSULTANT employs professional personnel capable of providing the Scope of Services in a satisfactory and proper manner or will secure the services of such personnel required to provide such services.
- B. Office Space: The CONSULTANT shall provide and maintain office space and facilities necessary to provide all services pursuant to this Agreement at no expense to the COUNTY.
- C. Subcontracting: None of the services to be provided by the CONSULTANT pursuant to this Agreement shall be subcontracted without the prior written amendment of this Agreement. Any services subcontracted by the CONSULTANT shall be subject to each provision of this Agreement.
- D. Access to Materials: The COUNTY shall make available to the CONSULTANT any maps, documents, planning materials, or any other information in its possession or otherwise readily available, which have a direct bearing on the Project, at no expense to the CONSULTANT.



## **ARTICLE V – COMPENSATION AND METHOD OF PAYMENT**

For services provided and expenses incurred pursuant to this Agreement, the COUNTY shall pay the CONSULTANT a total amount not to exceed \$39,370. This amount is based on the estimated hours, hourly rates, and direct costs itemized on Exhibit B-Fees and Expenses.

Payment by the COUNTY shall be made upon presentation of written monthly invoices by the CONSULTANT to the COUNTY certifying the services provided and expenses incurred the preceding calendar month based on progress to date, provided however, the total of said monthly invoices shall not exceed \$39,370. Fees for services shall be based on the hourly rates set forth in Exhibit B-Fees and Expenses.

The COUNTY and the CONSULTANT may, by written agreement, extend or shorten the term of this Agreement, change the Scope of Services, and/or increase or decrease the total amount to be paid by the COUNTY to the CONSULTANT.

## **ARTICLE VI – REPORTING AND RECORDKEEPING REQUIREMENTS**

The CONSULTANT shall provide to the COUNTY a monthly status report of progress through the preceding calendar month with each monthly invoice.

## **ARTICLE VII – COUNTY’S RESPONSIBILITIES**

The COUNTY shall:

- A. provide the CONSULTANT with complete information concerning the requirements of the Project,
- B. hold promptly all required meetings, serve all required notices, and pay for all costs incidental thereto, as expenses not included in this Agreement, and
- C. designate, in writing, a person to act as COUNTY’s representative (the “County Project Manager”) with respect to the services to be provided under this Agreement.

The County Project Manager shall have complete authority to transmit instructions and to receive information with respect to the Project.

## **ARTICLE VIII – ADDITIONAL TERMS AND CONDITIONS**

Termination for Cause. If, through any cause, the COUNSULTANT shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the CONSULTANT shall violate any of the covenants, agreements, or stipulations of this Agreement, the COUNTY shall have the right to terminate this Agreement by giving written notice to the CONSULTANT of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the CONSULTANT pursuant to this Agreement will, at the option of the COUNTY, become the COUNTY’S property, and the CONSULTANT shall be entitled to receive just and equitable compensation for services satisfactorily provided.

Termination Without Cause. The COUNTY may terminate this Agreement without cause at any time by giving at least ten (10) days’ notice in writing to the CONSULTANT. If the Agreement is terminated without cause, CONSULTANT will be paid for the services provided and expenses incurred up to the termination date. Written notice of termination may be given to the CONSULTANT by email delivered to the CONSULTANT’s e-mail address of john.bricken@gmcnetwork.com. The CONSULTANT shall not provide any further services upon receipt of such termination notice.

The COUNTY may, from time to time, request changes in the Scope of Services, including additional or decreased services. Such changes, including any increase or decrease in the amount of CONSULTANT'S compensation, to which the Parties mutually agree shall be incorporated in written amendments to this Agreement.

The CONSULTANT will maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Agreement and such other records as may be deemed necessary by the COUNTY to assure proper accounting for all Project funds. These records will be made available for audit purposes to the COUNTY or any authorized representatives of the County and will be retained by the CONSULTANT for three years after the expiration of this Agreement unless permission to destroy them is granted by the COUNTY.

All of the reports, information, and data prepared or assembled by the CONSULTANT under this Agreement shall be the property of the COUNTY. The CONSULTANT shall not make such information available to any individual or organization without the prior written approval of the COUNTY unless legally required by law.

No report, maps, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the CONSULTANT.

This Agreement represents the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duty authorized officers effective the day and the year first written above.

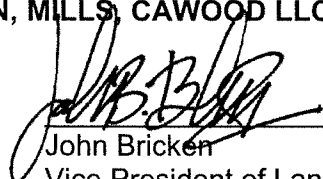
**LOWNDES COUNTY, GEORGIA**

By:

\_\_\_\_\_  
Bill Slaughter  
Chairman

**GOODWYN, MILLS, CAWOOD LLC.**

By:

  
\_\_\_\_\_  
John Bricken  
Vice President of Landscape Architecture and Planning

**Attachments:** Exhibit A – Scope of Services  
Exhibit B – Fees and Expenses

## Lowndes County Unified Land Development Code Update

### Exhibit A – Scope of Services

#### **TASK #1: UPDATE SECTIONS OF ULDC**

- a) The County will provide a spreadsheet listing and description of the selected sections of the Lowndes County Unified Development Code (the “ULDC”) that require revision or update.
- b) The County will provide background documents and zoning and land development case notes which support the need for revisions to the ULDC, staff notes that have been accumulated addressing needed ULDC updates, and other documentation necessary to perform the Project.
- c) The Consultant will provide technical assistance to the County, research best practices, and provide draft text, tables, or graphics to update or revise selected sections of the ULDC.
- d) Working together, the Parties will establish a priority order for the selected sections of the ULDC that require revision or update.
- e) Once the priority order is established, the work to update or revise selected sections of the ULDC will generally follow the following steps.
  - 1) GMC will review the background documentation provided by the County.
  - 2) GMC will research best practices, as applicable.
  - 3) GMC will prepare a draft revision or update to the selected section of the ULDC.
  - 4) The County will review and provide comments on the draft revision or update.
  - 5) The Parties will discuss the selected section in a meeting, make necessary revisions, and prepare the selected section for legal review.

#### **Task #1 Update Sections of the ULDC Deliverables:**

- a) The County provides listing of selected sections of the ULDC that require revision or update.
- b) The County provides background documentation.
- c) The Parties jointly establish priority order for selected sections of the ULDC that require revision or update.
- d) GMC provides draft updates and revisions to selected sections of the ULDC.
- e) The Parties jointly prepare the selected sections for legal review.

#### **TASK #2: MEETINGS WITH THE COUNTY**

To ensure that the Project remains on schedule, the Parties will establish a standing meeting time each week to review the progress of the Project. The agenda for these meetings will include a report on accomplishments; discussion of issues, questions, and challenges; discussion of next steps; and other topics relevant to the Project.

#### **Task #2 Meetings with the County Deliverables:**

- a) Weekly Project Update Meetings

### **TASK #3: PROJECT ADMINISTRATION**

- a) GMC will assign a single person to serve as GMC Project Manager (“GMC Project Manager”).
- b) The County will hold a project kick-off meeting no more than two (2) weeks after issuance of the Notice to Proceed. The kick-off meeting will be held at a date and time satisfactory to both Parties. The purpose of the project kick-off meeting is to:
  - 1) introduce both teams,
  - 2) understand the project background,
  - 3) understand the expected quality of deliverables,
  - 4) understand what needs to be done, and
  - 5) agree on how both teams can work together effectively.
- c) The GMC Project Manager is responsible for overall project management necessary to ensure the satisfactory completion of the Project, on-time, and in accordance with the Scope of Services.
- d) GMC will prepare and maintain a project schedule, indicating the time frame for the Project. At a minimum the project schedule must include:
  - 1) dates for all deliverables,
  - 2) activity start and completion dates, and
  - 3) milestones important to maintaining the project schedule.
- e) GMC will submit a monthly invoice to the County supported by a monthly progress report.

#### **Task #3 Project Administration Deliverables:**

- a) Project Schedule
- b) Monthly Progress Reports
- c) Monthly invoices with supportive information to account for the invoices

**Lowndes County Unified Land Development Regulations (ULDC) Update  
Exhibit B – Fees and Expenses**

<b>ITEM</b>	<b>Project Manager</b>	<b>Planner</b>	<b>Administrative</b>	<b>Hours</b>	<b>Fee</b>
<b>Hourly Rate</b>	<b>\$190</b>	<b>\$110</b>	<b>\$80</b>		
<b>Task 1: ULDC Updates</b>					
<b>Hours</b>	<b>120</b>	<b>50</b>	<b>0</b>	<b>170</b>	<b>\$ 28,300</b>
<b>Task 2: Meetings with Lowndes County</b>					
<b>Hours</b>	<b>20</b>	<b>20</b>	<b>0</b>	<b>40</b>	<b>\$ 6,000</b>
<b>Task 3: Project Administration</b>					
<b>Hours</b>	<b>16</b>	<b>0</b>	<b>16</b>	<b>32</b>	<b>\$ 4,320</b>
<b>Subtotal</b>	<b>156</b>	<b>70</b>	<b>16</b>	<b>242</b>	<b>\$ 38,620</b>
<b>Direct Costs</b>					
<b>Travel</b>				<b>\$ 250</b>	
<b>Printing/Materials</b>				<b>\$ 500</b>	
<b>Subtotal</b>					<b>\$ 750</b>
<b>Total</b>					<b>\$ 39,370</b>

**CONTRACT ADDENDUM  
GEORGIA ILLEGAL IMMIGRATION  
REFORM AND ENFORCEMENT ACT**

This Addendum, entered into as of the 9th day of February, 2021, is an addendum to that certain contract entitled **Agreement Regarding Revising Lowndes County ULDC**, and dated February 9, 2021 (the "Contract") between the Lowndes County Board of Commissioners ("Lowndes County") and Goodwyn Mills Cawood, LLC (the "Contractor") (Lowndes County and the Contractor being collectively the "Parties").

In consideration of the terms, conditions and obligations in the Contract, and as a requirement for Contractor to submit its bid if any with respect to the Contract, the Parties hereby agree as follows:

A. This Addendum is an integral part of the Contract and in the event of any conflict or inconsistency with the Contract (including any and all other amendments, addendums, schedules, exhibits, or other parts or provisions thereof) this Addendum shall control. The Contract, as supplemented by this Addendum, remains in full force and effect in all other respects.

B. Pursuant to the Georgia Illegal Immigration Reform and Enforcement Act of 2011, Sections 2 and 3, as amended (O.C.G.A. § 13-10-90 et seq., the "Act"), the Contractor understands and agrees that compliance with the requirements of the Act and Georgia Department of Labor Rules 300-10-1-.01 et seq. (and, if this Contract is a contract or agreement relating to public transportation, with the rules and regulations regarding the Act of the Georgia Department of Transportation; the "GDOT Rules"), each as amended, are conditions of this Contract, and the Contractor hereby agrees to so comply with such requirements. The Contractor further agrees that such compliance shall be attested by the Contractor through execution of the contractor affidavit required by the Act and the rules and regulations thereunder, or a substantially similar contractor affidavit (the "Contractor Affidavit"). The fully executed Contractor Affidavit is attached hereto as Attachment I and is incorporated into this Addendum by reference herein.

C. The Contractor understands and agrees that, in the event the Contractor employs or contracts with any subcontractor or subcontractors (including any contract employee or staffing agency) in connection with the Contract, the Contractor shall:

1. Secure in writing from each such subcontractor an attestation of the subcontractor's compliance with the Act and Georgia Department of Labor Rules 300-10-1-.01 et seq. (and, if this Contract is a contract or agreement relating to public transportation, with the GDOT Rules), each as amended, by causing each such subcontractor to execute the subcontractor affidavit required by the Act and the rules and regulations thereunder, the form of which is attached as Attachment II and incorporated by reference herein, or a substantially similar subcontractor affidavit (the "Subcontractor Affidavit"). The Contractor further understands and agrees that the Contractor shall require the executed Subcontractor Affidavit to become a part of the agreement between the Contractor and each such subcontractor.
2. Require any employee, contractor, or subcontractor of Contractor or any subcontractors with respect to the Contract to also satisfy the requirements of this Contract Addendum.

D. Upon contracting with a new subcontractor for purposes of or related to Contractor's duties and obligations under the Contract, Contractor or any applicable subcontractors shall, as a condition of any such

contract or subcontract entered into for purposes of or related to Contractor's duties and obligations under the Contract, provide Lowndes County with written notice of the identity of any and all such subsequent subcontractors hired or contracted by Contractor or any applicable subcontractors. Such notice shall be provided within five (5) business days of entering into a contract or agreement for hire with any subcontractor. Such notice shall include an executed affidavit from each subsequent contractor in a form substantially similar to the attached Subcontractor Affidavit. Said Subcontractor Affidavit shall attest to the subcontractor's name and address, E-Verify/Federal Work Authorization Program user identification number and date of authorization to use the Federal Work Authorization Program, the name of the project, and the name of the public employer for the project.

E. Any affidavit executed pursuant to this Contract Addendum and the Act shall be considered an open public record under O.C.G.A. § 50-18-70 et seq.; provided, however, that any information protected from public disclosure by federal law or by Article 4 of Chapter 18 of Title 50 of O.C.G.A. shall be redacted. Lowndes County shall maintain any affidavits executed pursuant to this Contract Addendum for five years from the date of receipt. The Contractor shall maintain records of each subcontractor affidavit required hereunder for inspection at any time by the State of Georgia or Lowndes County.

**IN WITNESS WHEREOF**, each of the Parties hereto has caused this Addendum to be executed as a sealed instrument through their duly authorized officers or representatives as of the date set forth above.

**LOWNDES COUNTY BOARD OF COMMISSIONERS**

By: \_\_\_\_\_  
Bill Slaughter, Chairman

**GOODWYN MILLS CAWOOD, LLC**

By: \_\_\_\_\_  
John Bricken, Vice President of Landscape  
Architecture and Planning

**Attachment I**

**STATE OF GEORGIA  
LOWNDES COUNTY**

**CONTRACTOR AFFIDAVIT AND AGREEMENT**

In connection with the Contractor's sale to, project for, and/or Contract with the Lowndes County Board of Commissioners involving the physical performance of services and/or labor by the Contractor, the undersigned, who, after being duly sworn, states under oath and agrees to for and on behalf of the Contractor as follows:

1.

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

2.

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

\_\_\_\_\_  
Contractor's E-verify/Federal Work Authorization  
Program User Identification Number

ULDC Consulting Services  
Name of Project

\_\_\_\_\_  
Date of Authorization

Lowndes County  
Board of Commissioners  
Name of Public Employer

*[Signatures continue on following page]*



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

\_\_\_\_\_  
BY: Authorized Officer or Agent of Contractor

\_\_\_\_\_  
Date

Goodwyn Mills Cawood, LLC

Contractor's Name

Vice President of Landscape Architecture and Planning

Title of Authorized Officer or Agent of Contractor

John Bricken

Printed Name of Authorized Officer or Agent of Contractor

2660 East Chase Lane Suite 200

Montgomery, AL 36117

Contractor's Address

Sworn to and subscribed before me

This \_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

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

Attachment II

STATE OF GEORGIA  
LOWNDES COUNTY

SUBCONTRACTOR AFFIDAVIT AND AGREEMENT

In connection with the Subcontractor's contract with \_\_\_\_\_ ("Contractor") to assist with Contractor's sale to, project for, and/or Contract with the Lowndes County Board of Commissioners involving the physical performance of services and/or labor by the Contractor, the undersigned, who, after being duly sworn, states under oath and agrees to for and on behalf of the Subcontractor as follows:

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

\_\_\_\_\_  
Subcontractor's E-verify/Federal Work Authorization  
Program User Identification Number

ULDC Consulting Services  
Name of Project

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
Contractor Hiring Subcontractor

Lowndes County  
Board of Commissioners  
Name of Public Employer

*[Signatures continue on following page]*

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

\_\_\_\_\_  
BY: Authorized Officer or Agent of Subcontractor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Subcontractor's Name

\_\_\_\_\_  
Title of Authorized Officer or Agent of Subcontractor

\_\_\_\_\_  
Printed Name of Authorized Officer or Agent of Subcontractor

\_\_\_\_\_  
Subcontractor's Address

Sworn to and subscribed before me

This \_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

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

LOWNDES COUNTY BOARD OF COMMISSIONERS  
COMMISSION AGENDA ITEM

SUBJECT: Whitewater Road Lift Station Pump

Work Session/Regular Session

DATE OF MEETING: February 9, 2021

BUDGET IMPACT: \$39,158.70

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: Whitewater Road Lift Station Pump

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HISTORY, FACTS AND ISSUES: Pump number two at the Whitewater Road lift station began reading high amps. The pump was pulled and sent to Xylem's shop for analysis & repairs. The price to repair the pump is \$43,926.30 which exceeds the cost of a new pump. The cost for a new pump is \$39,158.70. Staff recommends purchasing a new pump from Xylem for \$39,158.70.

OPTIONS: Approve  
Board's Pleasure

RECOMMENDED ACTION: Approve

DEPARTMENT: Utilities

DEPARTMENT HEAD: Steve Stalvey

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

LOWNDES COUNTY BOARD OF COMMISSIONERS  
COMMISSION AGENDA ITEM

SUBJECT: Bid for a Lift for the Public Works Department

Work Session/Regular Session

DATE OF MEETING: February 9, 2021

BUDGET IMPACT: \$39,261.63

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: Bid for a Lift for the Public Works Department

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HISTORY, FACTS AND ISSUES: Lowndes County solicited bids for the purchase of a lift for the Public Works Department. Public Works is currently renting lifts annually for over \$4,400.00. The lift is used for building maintenance, maintaining banners in the parking lots and for Christmas decorating. Lowndes County received five bids that met the specifications.

Preferred Rental	Jasper, FL	JLGT500J	\$39,261.63
Yancey	Valdosta, GA	JLGT500J	\$40,427.89
United Rental	Valdosta, GA	Genie T250	\$40,750.00
Preferred Rental	Jasper, FL	Genie T250	\$41,298.75
Sunbelt	Valdosta, GA	JLGT500J	\$42,120.00

OPTIONS: 1. Award bid to Preferred Rental in the amount of \$39,261.63.  
2. Board's Pleasure.

RECOMMENDED ACTION: Board's Pleasure

DEPARTMENT: Finance

DEPARTMENT HEAD: Stephanie Black

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS: