



LOWNDES COUNTY BOARD OF COMMISSIONERS  
PROPOSED AGENDA  
WORK SESSION, MONDAY, MARCH 8, 2021, 8:30 AM  
REGULAR SESSION, TUESDAY, MARCH 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 - February 22, 2021 & Regular Session February 23, 2021

Recommended Action: Approve

Documents:

**5. Public Hearing**

- a. REZ-2021-01 Knights Landing Subdivision, Phase 5

Recommended Action: Board's Pleasure

Documents:

- b. REZ-2021-02 Nancy Hobby, 2598 Loch Laurel Road, Parcel Number 0168 012A

Recommended Action: Board's Pleasure

Documents:

**6. For Consideration**

- a. Deen's LLC Contract

Recommended Action: Approve

Documents:

- b. Tank Maintenance Contract

Recommended Action: Approve

Documents:

**7. Reports - County Manager**

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

**9. Adjournment**

LOWNDES COUNTY BOARD OF COMMISSIONERS  
COMMISSION AGENDA ITEM

SUBJECT: REZ-2021-01 Knights Landing Subdivision, Phase 5

Work Session/Regular Session

DATE OF MEETING: March 9, 2021

BUDGET IMPACT:

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: REZ-2021-01 Knights Landing Subdivision, Phase 5

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HISTORY, FACTS AND ISSUES: This request represents a change in zoning on approximately 58 acres from E-A (Estate Agricultural) zoning to R-10 (Suburban Density Residential) zoning. The motivation for the zoning change is aimed at allowing for the continued development of a residential subdivision, adding approximately 150 single-family residential lots.

The subject property is in the Urban Service Area and part of the Suburban Character Area. Access to and from the property is gained off of Bemiss Knights Academy Road, a minor collector road, as well as Dutchess Court, Duke Court, Bishop Court, and Countess Court, each of which is designated a county-maintained local residential road. Per Comprehensive Plan guidance, R-10 zoning is listed as a permitted zoning within that character area.

In addition to the above information, the following factors should be considered: 1) the precedent set by the approval of the request for the previous phases, 2) the development pattern, 3) the different residential densities to the north (R-1) and south (R-21), 4) the MAZ zoning districts to the east, and 5) the utilization of County water and sewer.

The TRC considered the request and recommends that all lots face interior roads. Additionally, staff finds the request consistent with the Comprehensive Plan and existing land use patterns of the area.

The Planning Commission recommends approval of the request with the condition that all lots front interior roads, to which the applicant was agreeable to, in a unanimous vote of (9-0)

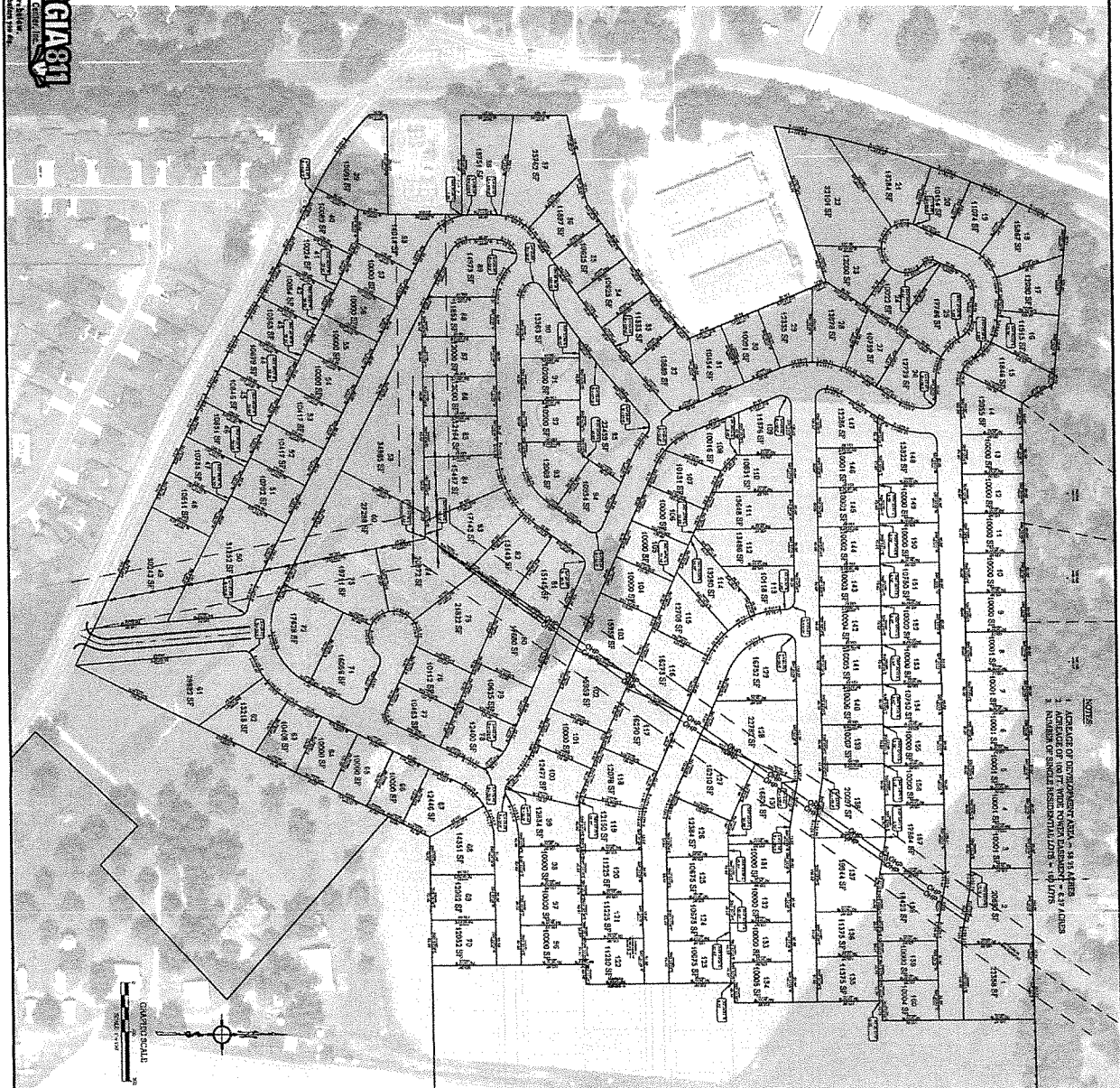
- OPTIONS: 1) Board's Pleasure  
2) Approve with Conditions

RECOMMENDED ACTION: Board's Pleasure

DEPARTMENT: Planning/Zoning

DEPARTMENT HEAD: JD Dillard

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:



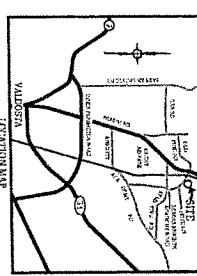
**NOTES**

1. AGENCY OF DEVELOPMENT AREA - 31.14 ACRES
2. AGENCY OF NOT YET TOWN DEVELOPMENT
3. NUMBER OF LOTS: 10000 LOTS - 10001 LOTS

**PROJECT NARRATIVE**

1. THE PROPOSED SUBDIVISION IS A RESIDENTIAL DEVELOPMENT OF 10000 LOTS, 31.14 ACRES, LOCATED IN THE CITY OF VALDOSTA, GEORGIA. THE PROPOSED SUBDIVISION IS A RESIDENTIAL DEVELOPMENT OF 10000 LOTS, 31.14 ACRES, LOCATED IN THE CITY OF VALDOSTA, GEORGIA. THE PROPOSED SUBDIVISION IS A RESIDENTIAL DEVELOPMENT OF 10000 LOTS, 31.14 ACRES, LOCATED IN THE CITY OF VALDOSTA, GEORGIA.

- 1. SUBDIVISION NARRATIVE
- 2. GENERAL NOTES
- 3. LEGEND
- 4. CONCEPTUAL SITE PLAN



**GENERAL NOTES**

1. THE PROPOSED SUBDIVISION IS A RESIDENTIAL DEVELOPMENT OF 10000 LOTS, 31.14 ACRES, LOCATED IN THE CITY OF VALDOSTA, GEORGIA.
2. THE PROPOSED SUBDIVISION IS A RESIDENTIAL DEVELOPMENT OF 10000 LOTS, 31.14 ACRES, LOCATED IN THE CITY OF VALDOSTA, GEORGIA.
3. THE PROPOSED SUBDIVISION IS A RESIDENTIAL DEVELOPMENT OF 10000 LOTS, 31.14 ACRES, LOCATED IN THE CITY OF VALDOSTA, GEORGIA.

**CONCEPTUAL SITE PLAN**

NO. 10000  
 NO. 10001  
 NO. 10002  
 NO. 10003  
 NO. 10004  
 NO. 10005  
 NO. 10006  
 NO. 10007  
 NO. 10008  
 NO. 10009  
 NO. 10010

| LEGEND    |       |
|-----------|-------|
| 1. 10000  | 10000 |
| 2. 10001  | 10001 |
| 3. 10002  | 10002 |
| 4. 10003  | 10003 |
| 5. 10004  | 10004 |
| 6. 10005  | 10005 |
| 7. 10006  | 10006 |
| 8. 10007  | 10007 |
| 9. 10008  | 10008 |
| 10. 10009 | 10009 |
| 11. 10010 | 10010 |

**V D W E**  
**VAN DER WATT**  
**ENGINEERING, LLC**  
 CONSULTING CIVIL ENGINEERS

86 DONT CAUSEL  
 FARM ROAD 227 RD SW  
 VALDOSTA, GA 31602  
 TEL: (769) 227-4000  
 FAX: (769) 227-4000  
 E-MAIL: VDW@VANDERWATTE.COM  
 VDW@VANDERWATTE.COM

PROJECT:  
 PROPOSED SUBDIVISION  
 MEDFILL, COURT  
 VALDOSTA  
 GEORGIA 31605

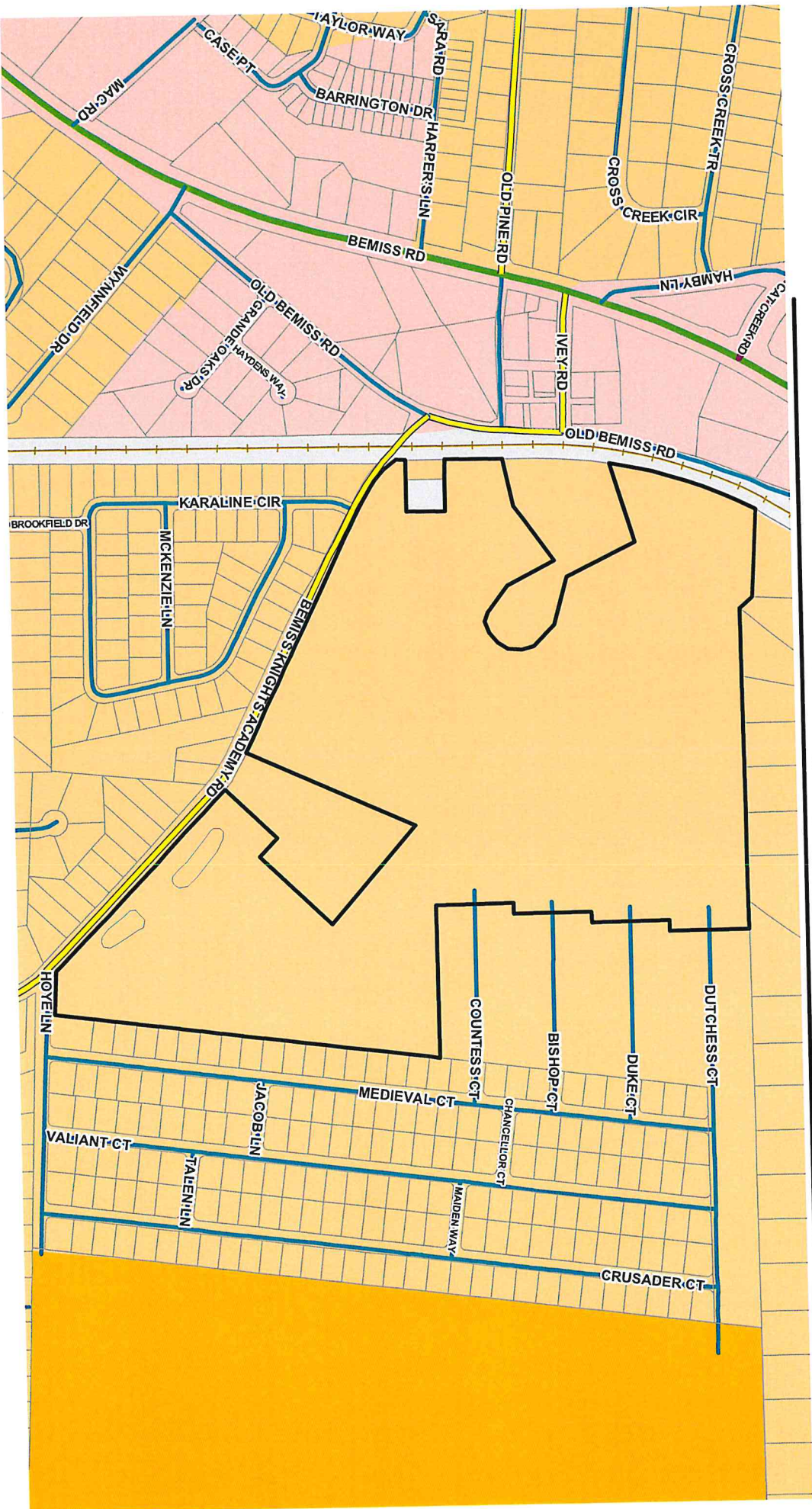
DATE:  
 MR. JASON BAILEY  
 IAHMHA, GA 31692

SCALE:  
 CONCEPTUAL SITE PLAN  
 1" = 400' (AS SHOWN)

NO. 10000  
 NO. 10001  
 NO. 10002  
 NO. 10003  
 NO. 10004  
 NO. 10005  
 NO. 10006  
 NO. 10007  
 NO. 10008  
 NO. 10009  
 NO. 10010

1. 10000  
 2. 10001  
 3. 10002  
 4. 10003  
 5. 10004  
 6. 10005  
 7. 10006  
 8. 10007  
 9. 10008  
 10. 10009  
 11. 10010

## KNIGHTS LANDING S/D PHASES 5 Rezoning Request



- Roads**
- 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









- Agriculture / Forestry
- Community Activity Center
- Downtown
- Established Residential
- Industrial Activity Center
- Institutional Activity Center
- Linear GreenSpace/Trails
- Mill Town
- Moody Activity Zone
- Neighborhood Activity Center
- Park/Recreation/Conservation
- Public / Institutional
- Regional Activity Center
- Remerton Neighborhood Village
- Rural Activity Center
- Rural Residential
- Suburban Area
- Transitional Neighborhood
- Transportation/Communication/Utilities



# REZ-2021-01

# 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

## KNIGHTS LANDING S/D PHASE 5 Rezoning Request

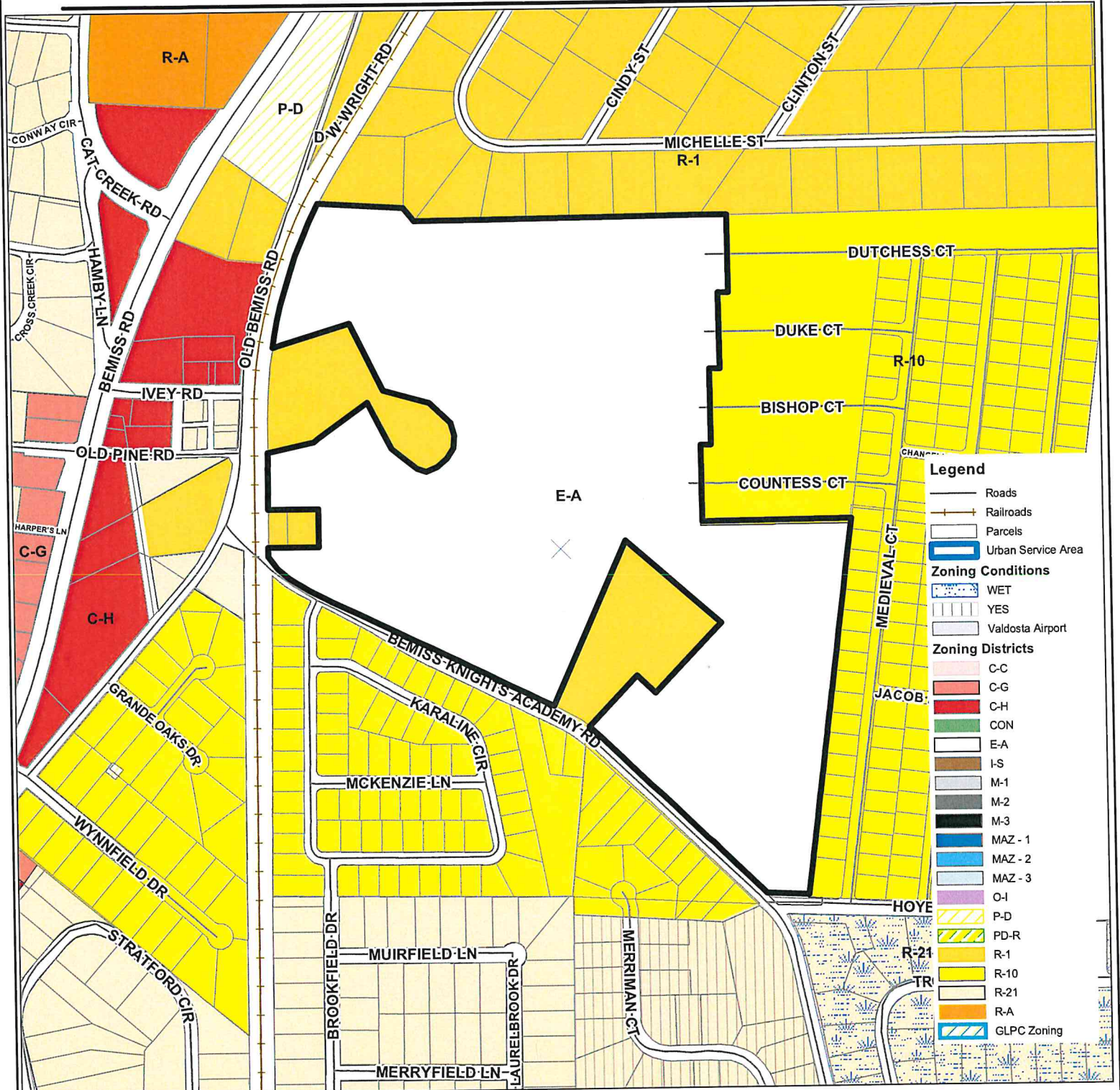


# REZ-2021-01

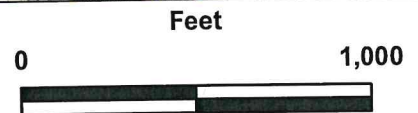
# Zoning Location Map

KNIGHTS LANDING S/D PHASE 5  
Rezoning Request

CURRENT ZONING: E-A  
PROPOSED ZONING: R-10



- Legend**
- Roads
  - Railroads
  - ▭ Parcels
  - ▭ Urban Service Area
  - Zoning Conditions**
  - WET
  - YES
  - Valdosta Airport
  - Zoning Districts**
  - C-C
  - C-G
  - C-H
  - CON
  - E-A
  - IS
  - 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



LOWNDES COUNTY BOARD OF COMMISSIONERS  
COMMISSION AGENDA ITEM

SUBJECT: REZ-2021-02 Nancy Hobby, 2598 Loch Laurel Road, Parcel  
Number 0168 012A

Work Session/Regular Session

DATE OF MEETING: March 9, 2021

BUDGET IMPACT:

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: REZ-2021-02 Nancy Hobby

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HISTORY, FACTS AND ISSUES: This request represents a change in zoning on the subject property from R-1 (Low Density Residential) to E-A (Estate Agricultural) zoning. The general motivation in this case is for the applicant to obtain a consistent zoning classification with the adjacent parcels to the south, owned by the applicant.

The subject property is in the Urban Service Area and part of the Rural Residential Character Area, and possesses road frontage on Loch Laurel Rd. and Carroll Ulmer Rd., a major collector road and a local road, respectively. Per Comprehensive Plan guidance, E-A zoning is listed as a permitted zoning within a Rural Residential Character Area.

In addition to the above information, the following factors should be considered: 1) The adjacent parcels to the south, recently rezoned from R-1 to E-A , 2) the Description of a Rural Residential Character Area as stated on page 128 of the Comprehensive Plan, "These areas will typically have low pedestrian orientation and access, very large lots, open space, pastoral views, and a high degree of building separation." 3) the Development Strategy stated on page 128 of the Comprehensive Plan, "The rural atmosphere should be maintained...", and 4) the existing rural character of the property.

The TRC considered the request and had no objectionable comments. Additionally, Staff finds the request consistent with the Comprehensive Plan and existing land use patterns of the area.

The Planning Commission voted unanimously (9-0) to recommend approval of the request to rezone the property from R-1 to E-A.

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



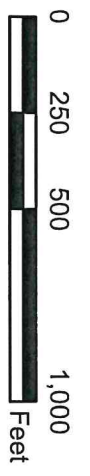
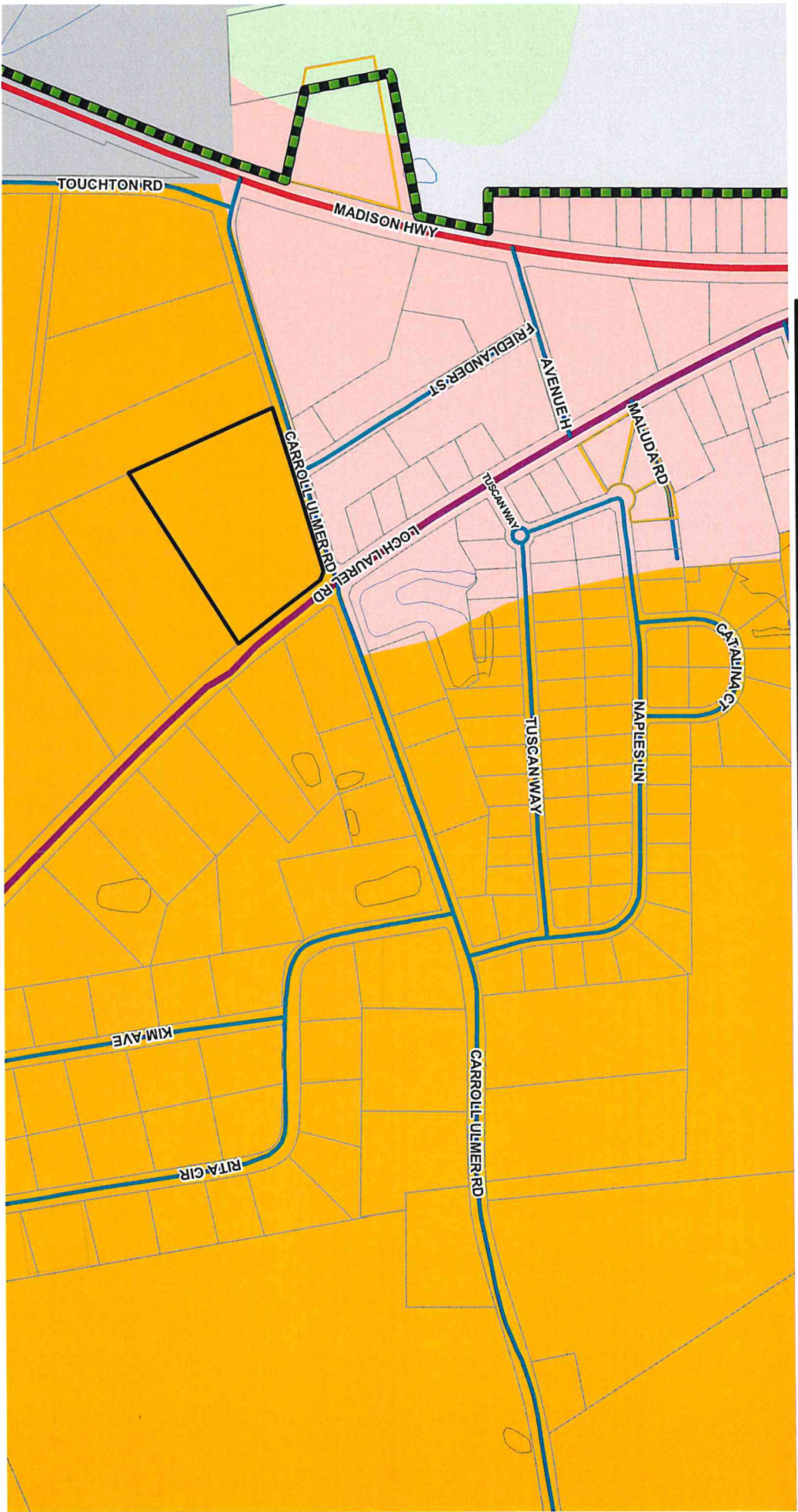
RECOMMENDED ACTION: Board's Pleasure

DEPARTMENT: Planning/Zoning

DEPARTMENT HEAD: JD Dillard

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

NANCY G. HOBBY  
Rezoning Request









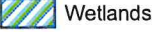


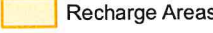



- |  |                             |  |                    |
|--|-----------------------------|--|--------------------|
|  | Roads                       |  | Urban Service Area |
|  | 1. INTERSTATE               |  | City Limits        |
|  | 3. OTHER PRINCIPAL ARTERIAL |  | Parcels            |
|  |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

# REZ-2021-02

## WRPDO Site Map

### Legend

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

### NANCY G. HOBBY Rezoning Request

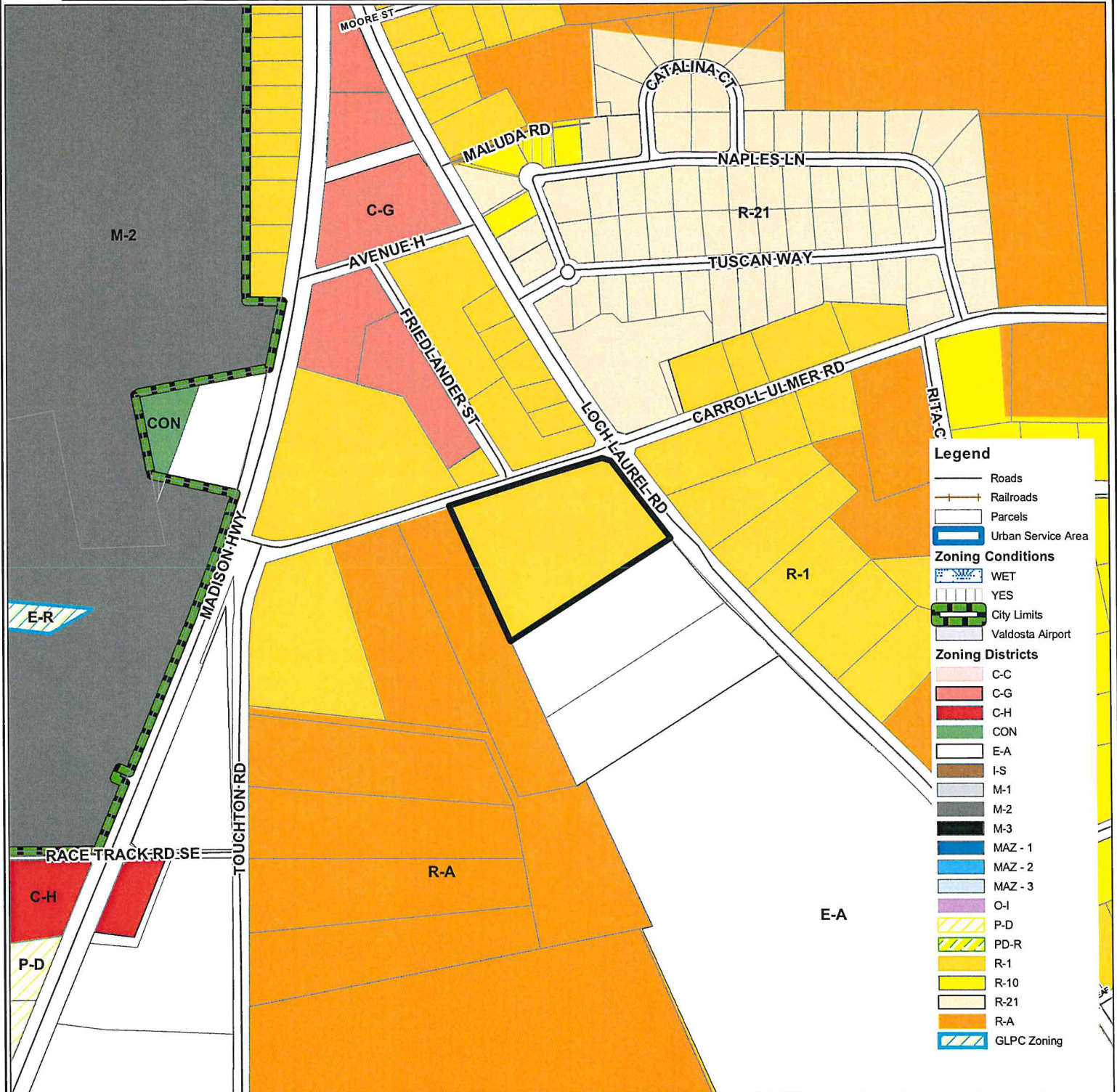


# REZ-2021-02

# Zoning Location Map

NANCY G. HOBBY  
Rezoning Request

CURRENT ZONING: R-1  
PROPOSED ZONING: E-A



**Legend**

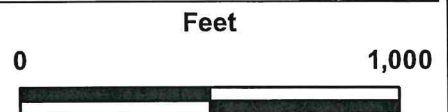
- Roads
- +— Railroads
- ▭ Parcels
- ▭ Urban Service Area

**Zoning Conditions**

- ▭ WET
- ▭ YES
- ▭ City Limits
- ▭ 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



**CARROLL, GRIFFIN,  
TYSON & HOBBY**

BEING AND LYING IN  
LAND LOT 113 OF THE FIRST AND DISTRICT  
LOWMEDES COUNTY, GEORGIA  
DATE JUNE 06, 2001



**RECORDS EXPLANATION**

1. COLOR: ALL LINES ARE IN BLACK UNLESS OTHERWISE NOTED.

2. LINE TYPE: ALL LINES ARE 1/8" THICK UNLESS OTHERWISE NOTED.

3. DIMENSIONS: ALL DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.

4. AREA: ALL AREAS ARE IN SQUARE FEET AND DECIMALS THEREOF.

5. BEARING: ALL BEARINGS ARE IN DEGREES, MINUTES AND SECONDS.

6. CURVES: ALL CURVES ARE FULL CIRCLES UNLESS OTHERWISE NOTED.

7. ADJUSTED: ALL DIMENSIONS AND BEARINGS ARE ADJUSTED TO CLOSE THE POLYGON.

**STANDARD**

1. ALL DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.

2. ALL BEARINGS ARE IN DEGREES, MINUTES AND SECONDS.

3. ALL CURVES ARE FULL CIRCLES UNLESS OTHERWISE NOTED.

4. ALL DIMENSIONS AND BEARINGS ARE ADJUSTED TO CLOSE THE POLYGON.

5. ALL AREAS ARE IN SQUARE FEET AND DECIMALS THEREOF.

6. ALL LINES ARE 1/8" THICK UNLESS OTHERWISE NOTED.

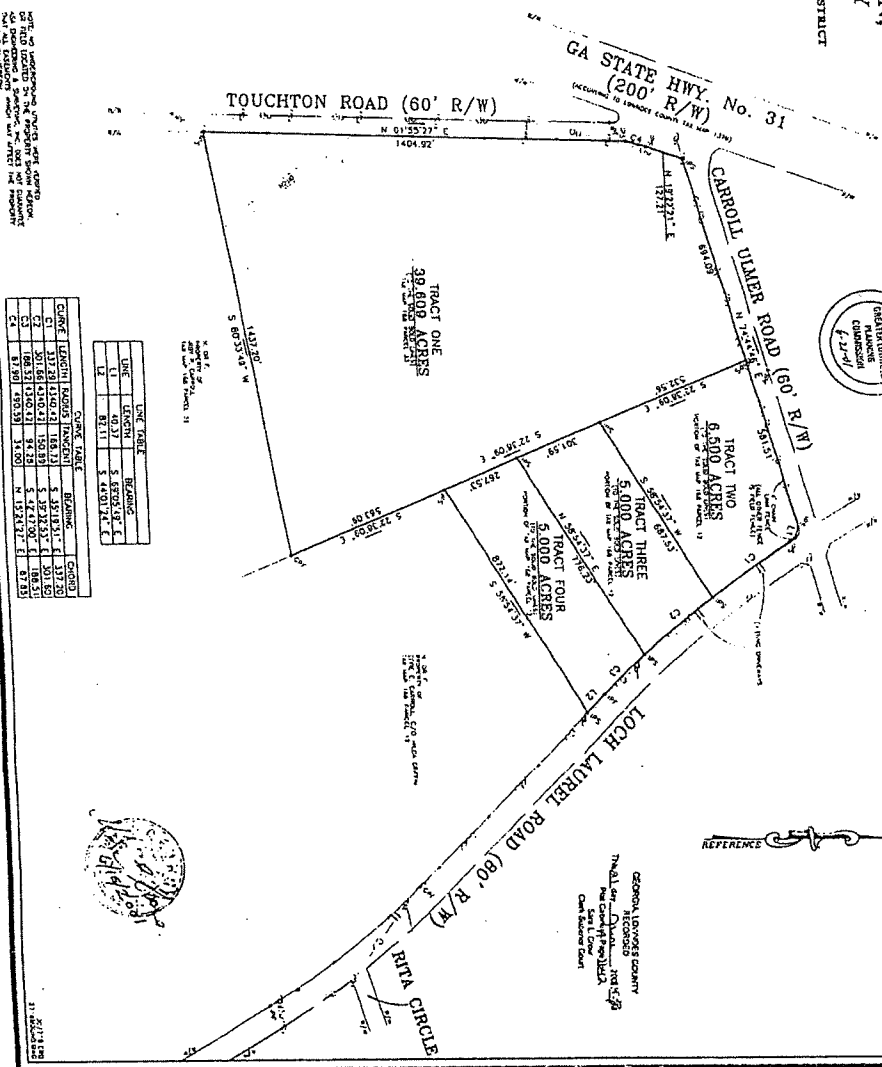
7. ALL DIMENSIONS ARE IN BLACK UNLESS OTHERWISE NOTED.

**AS A ENGINEERING**  
**INC.**

112 N. CENTRAL, N.E. - ATLANTA, GEORGIA 30309  
PHONE: (404) 525-1111  
FAX: (404) 525-1111

THIS SURVEY IS THE PROPERTY OF AS A ENGINEERING INC. AND SHOULD NOT BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF AS A ENGINEERING INC.

RECEIVED BY THE COUNTY CLERK OF LOWMEDES COUNTY, GEORGIA, ON JUNE 06, 2001, AT 10:00 AM.



| LINE | BEARING         | DISTANCE | AREA   |
|------|-----------------|----------|--------|
| 1    | N 72° 30' 00" E | 100.00   | 100.00 |
| 2    | S 72° 30' 00" W | 100.00   | 100.00 |
| 3    | S 72° 30' 00" W | 100.00   | 100.00 |
| 4    | N 72° 30' 00" E | 100.00   | 100.00 |

| TRACT       | AREA (ACRES) | PERCENTAGE |
|-------------|--------------|------------|
| TRACT ONE   | 38.808       | 80.00%     |
| TRACT TWO   | 8.500        | 17.50%     |
| TRACT THREE | 5.000        | 10.42%     |
| TRACT FOUR  | 5.000        | 10.42%     |
| TOTAL       | 47.308       | 100.00%    |

LOWNDES COUNTY BOARD OF COMMISSIONERS  
COMMISSION AGENDA ITEM

SUBJECT: Deen's LLC Contract

Work Session/Regular Session

DATE OF MEETING: March 9, 2021

BUDGET IMPACT: \$84,000.00

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: Deen's LLC Contract

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HISTORY, FACTS AND ISSUES: The Lowndes County Board of Assessors has approved a contract between the Board of Assessors and Deen's LLC to perform the duties related to the assessment of personal property required to submit a personal property digest for the Assessors' Office. The contract for services is for three years. The cost for the service will be \$84,000.00 for 2022, \$84,000.00 for 2023, and \$84,000.00 for 2024.

OPTIONS: 1. Approve contract between Board of Assessors and Deen's LLC.

2. Board's pleasure

RECOMMENDED ACTION: Approve

DEPARTMENT: Board of Assessors

DEPARTMENT HEAD: Silas Hrobar

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

DEEN'S LLC  
P.O. Box 87  
Mershon, GA 31551  
Phone: 404-558-8417  
E-mail: al@deensats.com

# Personal Property Assessment Services

Lowndes County Board of Tax Assessors  
**Personal Property Assessment Services**

Deen's LLC  
Agreement with  
Lowndes County Board of Tax Assessors

## **AGREEMENT FOR PERSONAL PROPERTY TAX SERVICES**

**THIS AGREEMENT** (the "Agreement"), dated as of the \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between LOWNDES COUNTY BOARD OF TAX ASSESSORS, a political subdivision of the State of Georgia, (herein, the "Board") and, jointly and severally, DEEN'S LLC, a Georgia limited liability company (herein, the "Company") for the purpose of the Company providing personal property assessment and other services, staff support, and other assistance to the Board relating to personal property assessment matters; and is approved by the Board of Commissioners of Lowndes County.

### **Section 1: Scope of Work to be Performed by the Company**

The Company shall provide qualified and experienced personnel to perform the Services for the Board pursuant to this Agreement. The Company also reserves the right to engage sub-contractors, approved in each case in advance by the Board, to work at the will and under the direction, supervision and expense of the Company in providing the Services, if needed. The Company will be responsible for performing the duties required of the Board's personal property appraiser's position and staffs' functions (the "Services"), including but not limited to, assisting in maintaining the Board's personal property assessment records in a current condition, assisting in preparing annual personal property assessments for Board approval, ensure timely mailing of the annual personal property returns and personal property notices of assessments (printing and mailing of the returns and notices will be contracted to SouthData at the expense of the Board), assisting the Board in defending personal property assessment and other appeals as necessary, assisting in providing information to the Georgia Department of Revenue ("DOR") as needed, supporting, preparing and updating the Computer Assisted Mass Appraisal ("CAMA") system for personal property assessment matters, processing personal property returns and digitizing Board personal property assessment files, supporting and reconciling Freeport exemption applications, work the Georgia Department of Natural Resources and Sales Tax Listing as provided by Gap Group, updating itemized asset detail in the CAMA system when provided with the personal property return, correcting personal property useful life groups for assets as needed when processing personal property returns, performing personal property field reviews as needed, assisting with general personal property assessment administration duties, and assisting in preparation of the Personal Property Tax Digest for all digests included within the term of this Agreement.

During the term hereof, the Company shall devote its best efforts and such expertise, time and attention to its duties hereunder as are necessary and proper to provide satisfactory Services to the Board pursuant to this Agreement. The Company shall report to and receive overall direction from the Board's chief appraiser regarding the Company's performance of the Services and the Company's other obligations under this Agreement.

The Services are intended to include performing the normal, routine duties and responsibilities, as directed by the Board's chief appraiser, relating to personal property assessment matters. Any required re-evaluation, including but not limited to, schedule updates, excessive field reviews, personal property audits or any other work outside of the normal, customary responsibilities (which customary responsibilities includes preparation and submission of the annual personal



property tax digest to DOR) of the Board's personal property assessment staff functions, shall be contracted separately. Furthermore, under this Agreement, the Company shall be available over the term of the Agreement to the staff of the Board for general support in the day to day operations of its office, including but not limited to:

- Offsite support as scheduled via remote access
- Attendance at Board of Assessors meetings as needed and scheduled with appropriate notice
- General training of Board staff regarding personal property assessment matters and related responsibilities, as appropriate for the Board and the Company

## **Section 2: Training; Staff; Expense**

Company staff will be available during the term of this Agreement to field any personal property matters, including assessments, questions that may arise and provide direct assistance to the Board's appraisers and support staff. The Company agrees to provide at the Board's offices detailed explanations and training for any personal property appraisal staff of the Board should they be interested in the appraisal process for personal property.

The Company shall provide experienced, qualified personnel to perform the Services. The Company will provide Al Deen as a personal property tax consultant, together with such other personal property tax consultants with the prior approval of the Chief Appraiser, to perform Services under this Agreement.

The Company will be responsible for any travel expenses, meal expenses, business and other expenses for its employees (including any sub-contractors) providing the Services, with the Board having no additional costs for such expenses.

## **Section 3: Term of Agreement**

This Agreement will begin on the date first above written (the "Effective Date") and have an initial term of one (1) year from such Effective Date ("Initial Term"). After the Initial Term, the Agreement may be renewed by the Board for up to two, one (1) year renewal terms (each, a "Renewal Term") upon written notice of such renewal to the Company prior to the end of the then in effect Initial Term or Renewal Term, as the case may be. Thereafter, the term of the Agreement may be extended by mutual written agreement of both parties. The Company shall promptly begin the Services upon the Effective Date, in part to ensure adequate time for the Company to ensure compliance with time sensitive matters in order for tax returns to be mailed in a timely manner.

The Company or the Board may terminate this Agreement at any time for breach of this Agreement by the other party, including without limitation for the Company's unsatisfactory performance of the Services, upon thirty (30) days prior written notice to the other party specifying the breach in reasonable detail, unless the breach is cured within such thirty (30) day period. Such notice (and any other communications relating to this Agreement) must be given via written correspondence delivered by hand or sent by certified or registered mail, return receipt requested, postage prepaid to the Company at the addresses shown on the cover page of this Agreement or to the Board at 300 N. Patterson St., Valdosta, Georgia 31601.

**Section 4: Compensation**

The total compensation payable to the Company under and during the term of this Agreement is as follows:

| <u>Year</u>  | <u>Cost</u>      |
|--------------|------------------|
| 2021         | \$84,000         |
| 2022         | \$84,000         |
| 2023         | \$84,000         |
| <b>TOTAL</b> | <b>\$252,000</b> |

The Board shall pay the Company the compensation as provided above (\$7000.00 per month for the first twelve (12) months of this Agreement, for a total of \$84,000; \$7000.00 per month for the second twelve (12) months of this Agreement, for a total of \$84,000; and \$7000.00 per month for the third twelve (12) months of this Agreement, for a total of \$84,000). The Company shall invoice the Board monthly for the term of this Agreement via electronic emailed invoice, to be invoiced the first of each month, payable and due by the twenty-fifth (25<sup>th</sup>) day of each month. The amounts of such compensation invoiced for partial calendar months shall be prorated based on the number of days of the term of this Agreement occurring in such month. Such compensation is inclusive of any expenses incurred by the Company in performing the Services and its obligations under the terms of this Agreement.

**Section 5: Correspondence and Information**

The Board agrees to supply the Company with any needed Board records to perform the Services under this Agreement. The Company and its employees (including sub-contractors) shall keep confidential all documents, materials and information of the Board and taxpayers which under applicable law is not public information. The Board will furnish stationary and postage required for correspondence and notices to be sent to taxpayers of Lowndes County, and shall approve and sign all correspondence. The Company will review all current year personal property assessment information provided with the returns for each taxpayer account.

**Section 6: Support Responsibility of the Board**

The Board at its expense will supply at its offices office space and reasonable storage and workspace to Company personnel needed to perform the Services, along with adequate computer equipment (ie: desktops, printers, scanners, etc.). The Board shall also be responsible for allowing remote access to the Board's information technology network by the Company, specifically the CAMA system, for work to be completed remotely when reasonably possible. The Board will be responsible to supply at no charge to the Company the current year documents, such as property record cards, returns, maps and any other documentation needed by the Company to satisfactorily complete their required duties. The Company will be responsible for all data entry required by the scope of Services defined herein. The Company shall be responsible for all other expenses it incurs in performing the Services and its other obligations under this Agreement.

## **Section 7: Support Responsibility of the Company**

The Company at its expense will supply competent, experienced, qualified staff (including subcontractors) to perform the Services outlined in this Agreement. The Company will be responsible for field reviews needed of personal property, while providing transportation therefor at its expense. During the term hereof, the Company shall devote its best efforts and such time and attention to its duties hereunder as is necessary and proper to provide satisfactory Services to the Board pursuant to this Agreement. The Company does not provide any warranty or guarantee for any personal property valuations. Penalties imposed by the State of Georgia for failure to comply with any laws, statutes, consent orders, or mandates are not guaranteed under this Agreement, and if assessed, are the sole responsibility of the Board, except when arising from or relating to the Company's or its employees' (including subcontractors') gross negligence or willful misconduct.

## **Section 8: Severability**

Georgia Statute O.C.G.A. 48-5-298 allows for the approval of this Agreement between the two parties herein and is in accordance with the DOR Appraisal Procedures Manual ("Appraisal Procedures Manual"). Should a court of law determine any provision of this Agreement illegal or unenforceable, the Board and the Company shall use their commercially reasonable best efforts to negotiate replacement terms to obtain the practical objectives of the provision found illegal or unenforceable. All other provisions of this Agreement shall remain enforceable, so that the full intention and results of this Agreement may be fulfilled.

## **Section 9: Scope of Work**

The Services provided by the Company will meet and exceed the requirements in the Appraisal Procedures Manual and the Georgia ad valorem tax statutes, including the following:

1. The Company and the Board's appraisal staff shall process the returns in accordance with the policies and procedures set by the Board consistent with Georgia law, rules and regulations (including the Appraisal Procedures Manual).
2. All personal property accounts (including marine and aircraft) shall be processed each year with annual depreciation applied to the cost approach to value each year when the cost approach is the methodology applied.

## **Section 10: Company Mission**

Our Company understands the importance of complete ad valorem tax compliance in the State of Georgia and our Services insure that all aspects of Georgia Code and the Appraisal Procedures Manual are met and exceeded. Our Company's Services not only provide a mechanism for the fair market value appraisal for commercial business personal property accounts but also offers a comprehensive compliance solution for all personal property accounts including aircraft and marine accounts.

LOWNDES COUNTY BOARD OF COMMISSIONERS  
COMMISSION AGENDA ITEM

SUBJECT: Tank Maintenance Contract

Work Session/Regular Session

DATE OF MEETING: March 9, 2021

BUDGET IMPACT: \$1,322,274.00

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: Tank Maintenance Contract

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HISTORY, FACTS AND ISSUES: This is a seven year contract to perform maintenance, repairs, cleaning, and coating of Lowndes County's potable water tanks. This contract will create an ongoing preventative maintenance schedule that will meet EPD standards and community expectations. American Tank Maintenance was selected through an RFP process. The total cost for the seven year contract is \$1,322,274.00. Staff recommends approval of the tank maintenance contract with American Tank Maintenance for \$1,322,274.00, and authorize the Chairman to sign the contract.

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

RECOMMENDED ACTION: Approve

DEPARTMENT: Utilities

DEPARTMENT HEAD: Steve Stalvey

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:



**Lowndes County Board of Commissioners**

**RFP Response for  
Maintenance, Repairs, Cleaning, and  
Coating of Potable Water Storage Tanks**

**Due date November 3, 2020 @ 10:00 am**

***American Tank Maintenance  
119 Warthen Lane  
Warthen, GA 31094***



**To Lowndes County Board of Commissioners Officials:**

*We are excited to introduce you to American Tank Maintenance, LLC (ATM), we are an American owned company that specializes in Professional Service Water Storage Tank Asset Management and Maintenance Programs. Our team of proven professionals is committed to providing high value and world class customer service to our clients. In today's world, we know that you have multiple demands on your time and that you work diligently every day to provide your customers with safe clean drinking water. We know that one of the more valuable assets in this effort is the water storage tank. ATM will deliver peace of mind that your water storage tanks are safe, secure, clean, aesthetically pleasing and structurally sound by accepting full accountability and responsibility for the management and maintenance of your water storage tanks.*

*Headquartered in Warthen, Georgia, ATM utilizes state of the art technology combined with **over 200 years of experience** to deliver value to you, the customer. All of the data collected and asset management scheduling regarding your water storage tank is accessible to you by simply making a few computer mouse clicks. By accessing ATM's computer portal interface you will have complete documentation of your valuable assets. We will provide transparency, professionalism, world class customer service and quality workmanship in a safe work environment. ATM's first priority every day is safety. We have developed a safety program with the aid of industry professionals that is second to none.*

*The owners and management team of ATM created the professional service water tank asset management concept and we are driven by one core principal: **Deliver Value, Quality and Service to You, the Customer.***

*We will do everything possible to earn and justify your trust. We look forward to a future working relationship with you.*

*Sincerely,*

*Sheldon*

Sheldon Shelton  
Executive Vice President / Principal



## American Tank Maintenance's Professional Service Asset Management Program for Water Storage Tanks

---

### FULL SERVICE MAINTENANCE PROGRAM SUMMARY OF COVERAGE

The Maintenance Program implemented by **AMERICAN TANK MAINTENANCE** includes an annual visual inspection evaluation and a biennial (once every two (2) years) washout, inspection and disinfection. These inspection reports will determine the internal and external coating, structural conditions and serviceability of the tank(s) and associated parts. Following inspection, if any corrosion is present, coating maintenance will be performed to keep the tank corrosion free. All inspections will determine needs and the time for major painting projects.

- **American Tank Maintenance assumes all RISK and LIABILITY for Maintenance of Water Storage Tank**
- **Comprehensive tank maintenance** from the contract origination date.
- **Short and Long Term Pro-Active Tank maintenance.**
- Tank serviceability.
- An **annual visual inspection** of the tank with report and photographs documenting the current condition.
- A **biennial washout, disinfection and inspection** of the tank with report and photographs documenting the current condition. Washouts are performed every 3 years on pressure vessels.
- **Future Tank exterior cleaning, painting, protective coating maintenance** and repairs necessary to keep the tank serviceable, corrosion free and looking nice.
- **Future Tank interior cleaning, painting, protective coating maintenance, disinfection** and necessary repairs to assure that the tank is serviceable, sound, corrosion free and watertight.
- **Emergency service** needed under the terms of the contract.
- Coverage for any **acts of vandalism to the tank**. Furnish and install a lockable ladder gate climb prevention shield anti-climb deterrent and tank access locks to minimize the opportunity for vandalism and reduce tank owner liability (fencing, securable access hatches, removable lower ladder portion are also recommended).
- Coverage for **normal deterioration, future repairs, steel replacement**, steel parts, expansion joints, water level indicators, sway rods, manhole covers and gaskets, and all other tank and tower components.
- **Maintenance of the tank's logo, lettering and artwork.**



## **MAINTENANCE PROGRAM (TANK INSPECTION SCHEDULE)**

Under ATM's Full Service Maintenance Program, each tank is inspected yearly in accordance with various State guidelines. There are two [2] types of inspections. Each time, scheduled inspections are conducted, a report outlining the tank's condition and describing the inspection is submitted to the tank owner. Any repairs identified during the inspection are noted and scheduled for correction.

- Visual Engineering Inspections
- Washout Inspections

### **VISUAL ENGINEERING INSPECTIONS**

This inspection is conducted by an experienced tank inspector and the photos and report are prepared by a qualified NACE certified tank engineer. The inspection is to determine:

- The condition of the exterior and interior coatings
- That the tank is in compliance with all safety and sanitary regulations
- That the tank's structural integrity is intact
- Repairs/touchups which may be needed

### **WASHOUT INSPECTIONS**

The biennial washout inspection is conducted by a company service crew and requires that the tank be fully drained. The crew removes any sediment/sludge that has collected in the storage tank and pressure-washes accessible areas. Once the tank has been cleaned, any needed repairs/touch-ups are made. Then photographs documenting the condition of the interior are taken. The final stage of the process is to replace the man-way gasket and to disinfect the interior per AWWA Spray Method #2. The tank is now ready to be put back into service. A report of the findings and photographs is given to the tank owner. This report can be used as documentation for the conditions of the tank and proof of compliance for the various State agencies. During the washout/inspection, any needed repairs or touch-ups due to vandalism or normal deterioration will be completed. If the repairs can't be made at this time, the corrections will be scheduled and completed as soon as possible.



## **REPAIRS**

Items of repair that are identified during routine maintenance inspections are scheduled based upon priority. Should the tank owner experience a needed repair in the interim, the owner can contact your account manager and the repair will be scheduled. Routine maintenance repairs will be scheduled as quickly as possible. Crucial or emergency repairs are scheduled at once. Offensive graffiti is treated as an emergency repair and is attended to at once.

## **ACCOUNT MANAGER**

Your account manager is Sheldon Shelton. Sheldon has vast knowledge and experience in the industry. His experience ranges from a helper on a washout crew to senior executive positions and part owner of the company. Sheldon is the 4<sup>th</sup> generation in his family that has been involved in the water tank maintenance business and has personally climbed and inspected over 2,000 water tanks in his lifetime. Sheldon's office is located in Perry, GA.

## **SUBCONTRACTOR**

Dixie Painting & Sandblasting, Inc. has been in the water tank rehabilitation industry for more than 28 years. Our company has more than 85 years combined water tank experience completing projects of all sizes and capacity. We strive to provide our customers with the highest quality workmanship to ensure all projects meet and exceed industry standards. We pride ourselves on completing all projects our company has undertaken without dispute or discrepancy. Over the years we have completed projects of all sizes from a few thousand dollars to multi-million dollar contracts, with the same dedication to quality work and customer satisfaction.

## **LAWSUITS / LITIGATIONS / DEFAULTS**

American Tank has never been involved in any kind of lawsuits or litigations and has never defaulted on any contract. American Tank has also never been cited for any safety violations.

## **CURRENT WORKLOAD**

American Tank Maintenance currently has 10 paint crews and 3 washout crews running full time. We are very flexible with our current workload and crews to complete the work required in this RFP on a timely basis. We will work with Lowndes County officials to schedule times for the renovations that meet your needs.

## **SAFETY VIOLATIONS**

American Tank Maintenance takes safety very seriously and we have never been cited for any safety violations. An outline of our extensive safety program has been attached to this response.

## **SERVICES OR PRODUCT CHANGES**

If Lowndes County officials decided they would like to look at a service or product change outside of the original scope of work then American Tank Maintenance would conduct a meeting between both parties to discuss the pros/cons of the different options available and present the pricing difference of the different options for Lowndes County to make an educated decision on how to move forward.

## **QUALITY CONTROL**

To provide the highest quality possible, American Tank utilizes NACE certified inspectors to inspect the paint crews at various check points during each renovation and at the end of the renovation. We utilize a variety of testing procedures to make sure we have proper mils and coverage on the tank's surface. We also come back to inspect on a yearly basis to verify the quality of the paint job on a long term basis and provide inspection reports after each one of those inspections. For extra protection for Lowndes County, we also offer a warranty of our services throughout the life of the contract.

## **COMMUNICATION & SCHEDULING OF WORK**

American Tank feels communication is a very important piece to a good working relationship. To make sure there is always good communication between American Tank and Lowndes County, we have certain processes in place to make sure communication occurs in a timely manner and a regular basis. We schedule an annual review once a year to discuss the following:

1. Prior year evaluation of how crews performed, work history, inspection reports, any items that were repaired, any areas that can be improved.
2. Current year schedule of work to be completed and what time of the year would fit best for the County for those items to be performed.
3. Updates on contact names and system changes that relate to the contract

Even though the general timeframes of work to be performed are discussed at the annual review, American Tank will still call to schedule each event at least two weeks prior to arrival and verify that the County still wants to perform those services during that timeframe. If the County elects to not perform the work at that time, then the work will be rescheduled to a different time according to the County's request.

## **SCHEDULE OF WORK AND SPECIFICATIONS**

American Tank Maintenance will follow the schedule of work and specifications laid out in the RFP Attachment 1.



## Why should the Lowndes County Board of Commissioners partner with American Tank Maintenance?

- 1) American & Georgia Owned
- 2) Focused on Water Tank Maintenance only
- 3) 100% satisfaction rating with customers. Only firm that has never had a customer cancel a full-service maintenance contract due to impeccable service
- 4) Currently service over 800 water storage tanks in the Southeast.
- 5) Local service center within Lowndes County that performs all painting operations.
- 6) Extensive experience within ATM's Management Team and Account Manager in the water tank industry
- 7) Outstanding Professional Service and Quality Work
- 8) Focused on Customer Service and Communication
  - Yearly Account Overview
  - Sheldon Shelton, Account Manager available 24/7
- 9) Properly Manage all tanks in a Timely and Professional manner

# STATE OF GEORGIA

Secretary of State  
Corporations Division  
313 West Tower  
#2 Martin Luther King, Jr. Dr.  
Atlanta, Georgia 30334-1530

## CERTIFICATE OF ORGANIZATION

I, **Brian P. Kemp**, The Secretary of State and the Corporation Commissioner of the State of Georgia, hereby certify under the seal of my office that

**American Tank Maintenance, LLC**  
a Domestic Limited Liability Company

is hereby issued a CERTIFICATE OF ORGANIZATION under the laws of the State of Georgia on **November 01, 2013** by the filing of all documents in the Office of the Secretary of State and by the paying of all fees as provided by Title 14 of the Official Code of Georgia Annotated.

WITNESS my hand and official seal in the City of Atlanta and the State of Georgia on November 15, 2013



A handwritten signature in black ink, appearing to read "B. P. Kemp".

Brian P. Kemp  
Secretary of State



**STATE OF GEORGIA**  
**Brian P. Kemp, Secretary of State**  
Board for Residential and General Contractors  
General Contractor Qualifying Agent

License No. GCQA004529

Status: Active

**William Harold Wiggins, Jr**  
1624 Highway 102  
Warthen GA 31094

Company Name: American Tank Maintenance LLC  
Company License: GCCO004531

Issued: 11/5/2014

Expires: 6/30/2020



Real-time license verification is available at [sos.georgia.gov/PLB](http://sos.georgia.gov/PLB)

Above is your license issued by the Georgia State Board of Residential and General Contractors. A pocket-sized license card is below. Please make note of the expiration date on your license. It is your responsibility to renew your license before it expires. License renewals may be completed prior to the expiration date via the Board's website or by obtaining a paper renewal from the Board office.

Reminder: It is your responsibility to keep your insurance current. Please provide the Board with a copy of your Certificate of Insurance each time your insurance is renewed. The Board does receive copies of cancellation notices which will affect the status of your license.

It is the licensee's responsibility to notify the board office immediately of any change of name or address. You may update your address online at the board's website at [www.sos.ga.gov/plb/contractors/](http://www.sos.ga.gov/plb/contractors/).

You may contact the Board at:

**GEORGIA STATE BOARD FOR RESIDENTIAL & GENERAL CONTRACTORS**  
237 COLISEUM DRIVE, MACON, GEORGIA 31217-3858  
478-207-2440 (phone) website: [www.sos.ga.gov/plb/contractors/](http://www.sos.ga.gov/plb/contractors/)



**STATE OF GEORGIA**  
**Brian P. Kemp, Secretary of State**  
Board for Residential and General Contractors  
General Contractor Qualifying Agent  
License No. GCQA004529 - Active

**William Harold Wiggins, Jr**  
1624 Highway 102  
Warthen GA 31094

Company Name: American Tank Maintenance LLC  
Company License: GCCO004531

Issued: 11/5/2014  
Expires 6/30/2020

## **RFP – ATTACHMENT III**

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

This Addendum, entered into as of the 9<sup>th</sup> day of March, 2021, is an addendum to that certain contract entitled **Water Tank Maintenance Agreement**, and dated March 9, 2021 (the “Contract”) between the Lowndes County Board of Commissioners (“Lowndes County”) and American Tank Maintenance (the “Contractor”) (Lowndes County and the Contractor being collectively the “Parties”).

**A fully-executed and notarized copy of each of this Addendum, Attachment I (hereinafter defined) and, if applicable, Attachment II (hereinafter defined) shall be included with any bid the Contractor submits regarding the proposed Contract. Georgia law provides that said Contractor’s bid shall not be considered by Lowndes County unless this Addendum, Attachment I and Attachment II (if applicable) are each fully executed and notarized and attached as a part of such bid. In the event that Lowndes County accepts Contractor’s bid, then this Addendum, Attachment I and Attachment II (if applicable) shall automatically be a part of the Contract of the Parties.**

In consideration of the terms, conditions and obligations in the Contract, and as a requirement for Contractor to submit its bid 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.

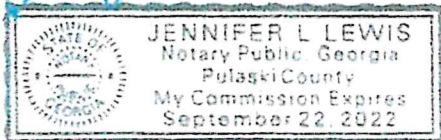
IN WITNESS WHEREOF, each of the Parties hereto has caused this Addendum to be executed as a sealed instrument through their duly authorized officers or representatives as of the date set forth above.

LOWNDES COUNTY BOARD OF COMMISSIONERS

By: \_\_\_\_\_ [SEAL]  
Bill Slaughter, Chairman

Attest: \_\_\_\_\_  
Paige Dukes, Lowndes County Manager

*Jennifer L Lewis*



[NAME OF CONTRACTOR]

By: \_\_\_\_\_  
Attest: \_\_\_\_\_

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.

783333  
Contractor's E-verify/Federal Work Authorization  
Program User Identification Number

Water Tank Maintenance and Painting  
Name of Project

5/20/14  
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.

Michael J. Lewis 10/30/20  
BY: Authorized Officer or Agent of Contractor Date

American Tank Maintenance, LLC  
Contractor's Name

President  
Title of Authorized Officer or Agent of Contractor

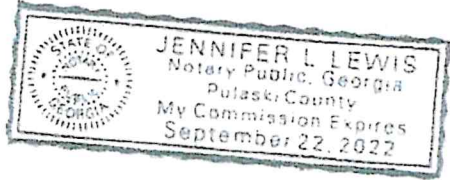
Michael J. Lewis  
Printed Name of Authorized Officer or Agent of Contractor

P.O. Box 130  
Warthen, GA 31094  
Contractor's Address

Sworn to and subscribed before me  
This 30<sup>th</sup> day of Oct, 2020

Jennifer L Lewis  
Notary Public

My commission expires: 9/22/22



\* 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 American Tank Maintenance ("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).

468942  
Subcontractor's E-verify/Federal Work Authorization  
Program User Identification Number

07/09/2012  
Date of Authorization

Water Tank Maintenance and Painting  
Name of Project

American Tank Maintenance  
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.

Jennifer Bass  
BY: Authorized Officer or Agent of Subcontractor

11/2/20  
Date

Dixie Painting & Sandblasting, Inc.  
Subcontractor's Name

President  
Title of Authorized Officer or Agent of Subcontractor

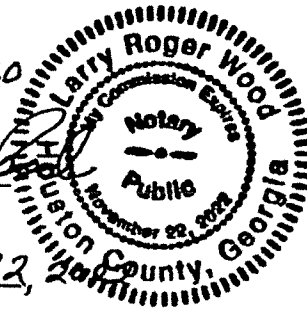
Jennifer Bass  
Printed Name of Authorized Officer or Agent of Subcontractor

6703 Boggan Level Rd.

Andalusia, AL 36420.  
Subcontractor's Address

Sworn to and subscribed before me  
This 2 day of Nov 2, 2020

Larry Roger Wood  
Notary Public



My commission expires: Nov 22, 2023

\* 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.

**RFP – ATTACHMENT IV**

**AFFIDAVIT OF NO COLLUSION**

STATE OF Georgia  
COUNTY OF Pulaski

As required by OCGA 36-91-21(e), the undersigned, being sworn, disposes and says on oath, that (s)he is the agent or representative authorized to give this Affidavit of No Collusion by [Contractor's name] ("Proposer") who has submitted a Proposal in response to Lowndes County's Request for Proposals for Maintenance, Repairs, Cleaning, and Coating/Painting of Potable Water Storage Tanks for Public Water System ("RFP"), and states that Proposer, its officers, employees, agents, or other persons have not directly or indirectly by or for himself, herself, for another, or otherwise, prevented or attempted to prevent competition in proposals to the RFP by any means whatever, prevented or endeavored to prevent anyone from making a proposal to the RFP by any means whatever, or caused or induced another to withdraw a proposal to the RFP.

Michael J. Lewis

Signature of Authorized Agent or Representative

Michael J. Lewis

Print Name

Subscribed and sworn to before me this 30<sup>th</sup> day  
of October, 2020

Jennifer L Lewis  
Notary Public

My commission expires: 9/22/22



**PROPOSAL**

for

**Maintenance, Repairs, Cleaning, and Coating/Painting of Potable Water Storage Tanks for Public Water System of Lowndes County, GA**

Contractor Information

American Tank Maintenance, LLC

Name of Company or Sole Proprietor Making This Proposal

119 Warthen Lane Suite B  
Warthen, GA 31094

Contractor's Street Address [No P.O. boxes]

P.O. Box 130  
Warthen, GA 31094

Contractor's Mailing Address [if different than street address]

Contractor's Phone: 800-418-6099 Contractor's Fax: \_\_\_\_\_

Contractor's Email address: mlewis@americantankmaintenance.com

Contractor's Federal Tax ID Number: 46-4370208

Authorized Officer or Representative Executing Below and Submitting Proposal on Contractor's Behalf

Name [print] Sheldon Shelton Title: EVP Sales / Principal

Phone: (478) 737-9266 Email address: sshelton@americantankmaintenance.com

I certify that the information contained in this Proposal to Lowndes County is true and correct to the best of my knowledge and belief. I am submitting this Proposal on behalf of Contractor, and I have the authority to submit this Proposal and to make all representations contained herein.

I understand that the inclusion of false, incomplete, or misleading information in this Proposal submitted by Contractor may result in rejection of this Proposal.

The undersigned, having become thoroughly familiar with the terms and conditions affecting the performance and costs of the Tank Maintenance Services and other work at the Water Tanks where such is to be completed and Contractor having fully inspected each Water Tank and its site, do hereby submit this Proposal on behalf of Contractor to Lowndes County to perform Tank Maintenance Services and other work in accordance

with the Request for Proposals, including the Statement of Work and Specifications and the Water Tank Maintenance Agreement.

**"GRAND TOTAL FEE" of \$ 1,322,274 to perform the Tank Maintenance Services as described in the Request for Proposals (details of this Grand Total Fee is shown on attached Pricing Submittal Form).**

This Proposal from American Tank Maintenance [Contractor] is accurate and complete to the best of my knowledge and belief.

[Signature]  
Signature

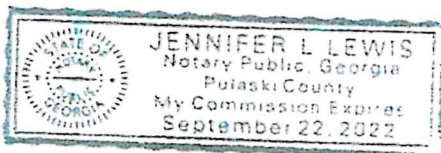
10/30/2020  
Date

Sworn to and subscribed before me  
this 30<sup>th</sup> day of October, 2020

Jennifer L Lewis  
NOTARY PUBLIC

My commission expires: 9/22/22

[NOTARIAL SEAL]



# GRANITE RE, INC.

## Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we American Tank Maintenance, LLC

P.O. Box 130, Warthen, GA 31094

as principal, hereinafter called the Principal, and

Granite Re, Inc., 14001 Quailbrook Drive, Oklahoma City, OK 73134

a corporation duly organized under the laws of the State of Oklahoma as Surety, hereinafter called the Surety, are held and firmly bound unto Lowndes County Board of Commissioners

327 North Ashley Street, Valdosta, GA 31601

as Obligee, hereinafter called the Obligee, in the sum of

Five \_\_\_\_\_ Percent of the Bid Amount, Dollars (\$ 5% )

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

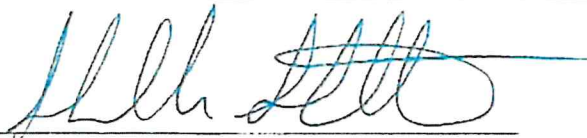
Project: Repairs & Maintenance of Potable Water Storage Tanks

Bid Date: 11/03/2020

The conditions of this Bond are such that if the Obligee accepts the bid of the Principal within the time specified in the bid documents or within such time period as may be agreed to by the Obligee and Principal, and the Principal either (1) enters into a contract with the Obligee in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Obligee, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Obligee the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Obligee and Principal to extend the time in which the Obligee may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids, and the Obligee and Principal shall obtain the Surety's consent for an extension beyond sixty (60) days.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 28th day of October, 2020.




Witness



Title Michael J. Lewis

(Seal)

Granite Re, Inc.



Attorney in Fact Susan Anderson

(Seal)

**GRANITE RE, INC.**  
**GENERAL POWER OF ATTORNEY**

**Know all Men by these Presents:**

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of MINNESOTA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

HAROLD D FOSHEE III; GARRY CALLOWAY GARRETSON; MARK ROWLAND; LISA DYSON; SUSAN ANDERSON; KASEY DEFORE its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

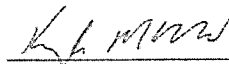
HAROLD D FOSHEE III; GARRY CALLOWAY GARRETSON; MARK ROWLAND; LISA DYSON; SUSAN ANDERSON; KASEY DEFORE may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Secretary/Treasurer, this 3<sup>rd</sup> day of January, 2020.

STATE OF OKLAHOMA )  
                                  ) SS:  
COUNTY OF OKLAHOMA )



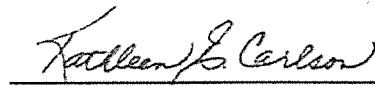
  
\_\_\_\_\_  
Kenneth D. Whittington, President

  
\_\_\_\_\_  
Kyle P. McDonald, Treasurer

On this 3<sup>rd</sup> day of January, 2020, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Secretary/Treasurer of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Secretary/Treasurer of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Secretary/Treasurer, respectively, of the Company.

My Commission Expires:  
August 8, 2021  
Commission #: 01013257



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

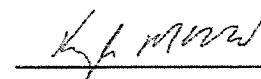
**GRANITE RE, INC.**  
**Certificate**

THE UNDERSIGNED, being the duly elected and acting Secretary/Treasurer of Granite Re, Inc., a Minnesota Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this 28<sup>th</sup> day of October, 2020



  
\_\_\_\_\_  
Kyle P. McDonald, Secretary/Treasurer



**Proposal of American Tank Maintenance Contractor  
for Lowndes County Water Tank Maintenance Services**

**PRICING SUBMITTAL FORM**

|                                 | Year 1     | Year 2             | Year 3     | Year 4     | Year 5     | Year 6    | Year 7    |
|---------------------------------|------------|--------------------|------------|------------|------------|-----------|-----------|
| Water Tank                      |            |                    |            |            |            |           |           |
| Spring Creek                    | \$ 2,050   | \$ 1,056           | \$ 73,260  | \$ 1,117   | \$ 104,219 | \$ 1,179  | \$ 2,419  |
| Kinderlou Ped                   | \$ 2,050   | \$ 70,132          | \$ 2,173   | \$ 100,718 | \$ 1,148   | \$ 2,358  | \$ 1,210  |
| Stone Creek                     | \$ 1,025   | \$ 2,112           | \$ 1,087   | \$ 2,235   | \$ 1,148   | \$ 2,358  | \$ 62,952 |
| Peterson Road                   | \$ 115,277 | \$ 1,056           | \$ 2,173   | \$ 1,117   | \$ 2,296   | \$ 1,179  | \$ 2,419  |
| Riviera Prado                   | \$ 291,232 | \$ 1,056           | \$ 2,173   | \$ 1,117   | \$ 2,296   | \$ 1,179  | \$ 2,419  |
| Clyattville                     | \$ 2,050   | \$ 1,056           | \$ 131,865 | \$ 1,117   | \$ 170,896 | \$ 1,179  | \$ 2,419  |
| Kinderlou<br>Cocrete GST        | \$ 42,814  | \$ 1,056           | \$ 2,173   | \$ 1,117   | \$ 2,296   | \$ 1,179  | \$ 2,419  |
| Buster Perry<br>Concrete GST    | \$ 45,804  | \$ 1,056           | \$ 2,173   | \$ 1,117   | \$ 2,296   | \$ 1,179  | \$ 2,419  |
| Lake Alapaha                    | \$ 10,143  | \$ 2,112           | \$ 1,087   | \$ 1,117   | \$ 2,296   | \$ 1,179  | \$ 1,210  |
| Creekside West                  | \$ 9,460   | \$ 2,112           | \$ 1,087   | \$ 1,117   | \$ 2,296   | \$ 1,179  | \$ 1,210  |
| Totals                          | \$ 521,906 | \$ 82,801          | \$ 219,250 | \$ 111,890 | \$ 291,187 | \$ 14,145 | \$ 81,095 |
| <b>Grand Total</b>              |            | <b>\$1,322,274</b> |            |            |            |           |           |
| Exterior Pressure<br>Wash Adder | \$ 13,300  | \$ 13,699          | \$ 14,110  | \$ 14,533  | \$ 14,969  | \$ 15,418 | \$ 15,881 |

# **RFP – ATTACHMENT II**

## **WATER TANK MAINTENANCE AGREEMENT**

THIS WATER TANK MAINTENANCE AGREEMENT (“Agreement”), is entered into as of the 9th day of March, 2021, by and between the **BOARD OF COMMISSIONERS OF LOWNDES COUNTY**, a political subdivision of the State of Georgia (“Lowndes County”), and American Tank Maintenance, (“Contractor”).

### **WITNESSETH:**

WHEREAS, Lowndes County issued on October 2, 2020 a Request for Proposals for Maintenance, Repairs, Cleaning, and Coating/Painting of Potable Water Storage Tanks for Public Water System (“RFP”) for six (6) elevated, two (2) hydropneumatic pressure vessels, and two (2) ground potable water storage tanks located in Lowndes County, Georgia and utilized in Lowndes County’s public water system (individually a “Water Tower”; and collectively “Water Towers”);

WHEREAS, Contractor responded to the RFP with its Proposal, and Contractor and Lowndes County have further negotiated and revised the terms of that Proposal (as so revised, “Contractor’s Proposal”);

WHEREAS, based upon the RFP and Contractor’s Proposal, Lowndes County desires to obtain from Contractor, and Contractor having the expertise, personnel and resources to do so desires to provide to Lowndes County, certain professional public water system tank maintenance, repairs, cleaning, and coating/painting services for the Water Tanks, all pursuant and subject to the terms and conditions of this Agreement (the “Tank Maintenance Services”);

NOW, THEREFORE, FOR AND IN CONSIDERATION of the premises and the mutual agreements, covenants, representations and warranties set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties intending to be legally bound hereby agree as follows:

- 1. Tank Maintenance Services.** Contractor at its sole cost, expense and risk shall perform and carry out all of the Tank Maintenance Services, all pursuant and subject to the terms and conditions of this Agreement. Contractor shall perform the Tank Maintenance Services in a first-class, workman-like manner, and in accordance with safe, prudent, and reasonable industry standards and practices, and utilizing sufficient experienced labor. Contractor shall supply all of the materials, parts, equipment and labor necessary or advisable for the Tank Maintenance Services.
- 2. Incorporation of RFP.** Each of Contractor’s obligations and duties pursuant to the RFP, including without limitation the Specifications, are hereby incorporated into and made an integral part of this Agreement. Contractor hereby agrees that it shall perform the Tank Maintenance Services in strict accordance with the RFP and the Specifications.
- 3. Agreement Term.** This Agreement shall have an initial term of seven (7) years

("Initial Term"). At the end of the Initial Term, Lowndes County may renew this Agreement for up to two, seven (7) year renewal terms (each, a "Renewal Term"). If Lowndes County desires to so renew this Agreement, Lowndes County shall notify Contractor in writing prior to the end of the Initial Term or the first Renewal Term, as the case may be. This Agreement may be terminated by Lowndes County upon any breach or violation by Contractor of this Agreement which breach or violation is not cured by Contractor within ten (10) days of notice in reasonable detail of the nature of such breach or violation or, if such breach or violation cannot be reasonably cured in such ten (10) days, Contractor has begun during such ten (10) days to promptly and continuously take all reasonable efforts to cure such breach or violation, but that nevertheless such breach or violation is not cured within forty-five (45) days of Lowndes County's initial notice to Contractor of such breach or violation. Additionally, Lowndes County may cancel and terminate this Agreement, in whole or in part, for its convenience and without penalty at any time upon sixty (60) days prior written notice to Contractor. Any cancellation or termination of this Agreement shall not relieve Contractor of its obligation to promptly deliver and/or perform the Tank Maintenance Services up through the effective date of such cancellation or termination.

**4. Contractor's Maintenance Fee.** Lowndes County shall pay to Contractor for performing Contractor's obligations under this Agreement, including the Tank Maintenance Services, during the Initial Term the aggregate sum of \$1,322,274.00 ("Maintenance Fee"). The Maintenance Fee shall be paid to Contractor during the Initial Term within sixty (60) days of work being completed per the schedule. If this Agreement is cancelled or terminated prior to the end of the Initial Term or a then in effect Renewal Term, as the case may be, the Maintenance Fee shall be prorated based upon the number of days in which this Agreement is in effect during such Initial Term or Renewal Term. After the first three (3) years of the Initial Term, the then remaining portion of the Maintenance Fee may be increased for consumer price inflation (but up to no more than two (2.0%) percent per annum from the Maintenance Fee in effect for the immediately prior year of this Agreement) upon Contractor's prior written request to Lowndes County sixty (60) days prior to the end of such immediately prior year and upon the prior written agreement of Contractor and Lowndes County to the amount of such Maintenance Fee increase.

**5. Changes to Agreement.** Lowndes County may make changes within the general scope of this Agreement at any time by thirty (30) days prior written notice thereof to Contractor. Changes within the scope of the Agreement include, but are not limited to, things such as changes to the Specifications. The Contractor shall comply with such changes to the Agreement. Contractor shall be compensated for any reasonable additional costs it incurred, as the result of such changes and shall give Lowndes County a credit for any savings. Such compensation changes shall be determined by mutual agreement in writing between Lowndes County and Contractor.

**6. Subcontractors.** Any subcontractors (both primary and lower tiered) engaged to work on the Tank Maintenance Services must be approved in advance in writing by Lowndes County; regardless, Contractor shall remain primarily liable for such subcontractors and the quality, supervision and risk regarding the activities and work of such subcontractors.

**7. Additional Water Tank Work.** Lowndes County and Contractor may agree for Contractor to perform maintenance and repair work on the Water Tanks in addition to the

Routine Maintenance (“Additional Work”) and for such additional compensation to Contractor as Contractor and Lowndes County may agree. Such additional Water Tank Work shall be a part of the Tank Maintenance Services, and be performed in accordance with this Agreement including without limitation the Specifications.

**8. Default.** In case of failure by Contractor (including its subcontractors) to deliver goods, labor, or services in accordance with this Agreement’s terms and conditions, Lowndes County, after due notice to Contractor, may procure them from other sources and hold Contractor liable for any resulting additional purchase and administrative costs to Lowndes County. This remedy shall be in addition to any other remedies that Lowndes County may have whether under this Agreement or at law.

**9. Insurance.** Contractor shall procure and maintain at its expense at all times during the term(s) of this Agreement the following minimum insurance coverages:

a. Worker’s Compensation Insurance for statutory obligations imposed by Worker’s Compensation or Occupational Disease Laws and with a minimum limit of \$100,000.00 per claim.

b. Comprehensive General Liability, Contractual Liability, Products/Completed Operations Liability, and Personal Injury Liability Insurance covering all operations required to complete the Tank Maintenance Services, including coverage for damage caused by explosion, collapse or structural injury, and damage to underground utilities with the following minimum limits of liability:

i. \$3,000,000.00 Combined Single Limit Bodily Injury and Property Damage Liability – each occurrence.

ii. \$5,000,000.00 Combined Single Limit Bodily and Property Damage Liability – aggregate

Products/Completed Operations Liability Insurance shall be provided for a period of at least three (3) years after completion of all Tank Maintenance Services.

c. Pollution Control Liability Insurance with the following minimum limits of liability of \$5,000,000 per occurrence.

d. Contractual Liability Insurance Coverage insuring the performance of the contractual obligations assumed by the Contractor by acceptance of this Agreement, including specifically, but without limitation thereto, the Tank Maintenance Services, included herein.

All such insurance shall be on an “occurrence basis”, be project specific coverage, and be provided by an insurance company(ies) with AM Best rating of A- or better. Insurance coverages required of Contractor shall not have a deductible or self-retention in excess of \$10,000 per insurance policy. All such insurance shall provide that Lowndes County be given thirty (30) days prior written notice by the insurance provider of any modification, revocation, cancellation, or non-renewal of any such insurance.

Contractor shall not begin the Tank Maintenance Services under this Agreement until all such insurance is in place and has been approved by Lowndes County. Contractor shall

not from time to time perform the Tank Maintenance Services without all such insurance in place. Contractor shall require subcontractors to have in place the same insurance as Contractor is required to have. Contractor's failure to have in place all such insurance and in accordance with this Agreement shall be a material breach of this Agreement by Contractor. Contractor shall pay and be responsible for its own insurance for its equipment and other properties and its operations.

Contractor shall provide Lowndes County with a Certificate of Insurance evidencing such insurance coverages upon the execution of this Agreement, at the beginning of each year of this Agreement, and upon the request of Lowndes County.

All of Contractor's insurance shall be in addition to any other remedies that Lowndes County may have whether under this Agreement or at law.

**10. Independent Contractor.** Contractor shall be and remain an independent contractor with respect to all Tank Maintenance Services and under the Agreement. Contractor shall be fully liable for the payments of any and all contributions or taxes for social security, unemployment benefits, pensions, and annuities now or hereafter imposed under any state, federal or local laws which are measured by the wages, salaries, or other remuneration paid to persons employed or engaged by Contractor for work performed under the terms of the Agreement. Contractor further shall obey or satisfy all applicable rules, regulations, and requirements issued or promulgated under said respective laws. Contractor shall indemnify and save harmless Lowndes County from any contributions, taxes, or liability referred to in this Section.

**11. Indemnity.** Contractor shall indemnify and hold harmless Lowndes County and its commissioners, officers, employees, and agents, and all persons or entities acting on their behalf, from and against any and all losses, claims, obligations, liens, encumbrances, liabilities, causes of action, damages, costs and expenses (including, without limitation, orders, judgments, amounts paid in settlement, and reasonable attorney's fees and expenses), including without limitation, injury to or death of persons and/or damage to (including loss of use of) or destruction of any property or contamination of or adverse effect on humans, animals, aquatic life or the environment, that arise directly or indirectly from or as a direct or indirect result of, or are directly or indirectly connected with or caused by, (i) any breach or violation of any of the representations, warranties, agreements or covenants made by the Contractor in this Agreement; or (ii) any negligent act or omission hereunder by the Contractor or its directors, officers, owners, affiliates, members, managers, employees, direct and indirect subcontractors, and agents, and all persons or entities acting on its behalf. Lowndes County shall have the right of setoff against the Maintenance Fee otherwise due Contractor under this Agreement for any and all amounts for which Lowndes County is to be indemnified under this Section.

**12. Force Majeure.** No liability shall result from the delay of performance or non-performance, in whole or in part, if such delay or non-performance is due to acts of god, fire, flood, riot, war, sabotage, labor strike, or embargo, and which circumstance was not reasonably foreseeable by the performing party.

**13. Notice.** All notices and other communications under this Agreement shall be in writing and shall be given by hand delivery; prepaid first-class mail, certified or registered, with return receipt requested; confirmed facsimile or telecopy; or by a nationally recognized commercial overnight courier service maintaining written records of delivery; and shall be deemed to have been duly given, served, sent and received for all purposes at such time as it is delivered (with the return receipt, the delivery receipt or the affidavit of messenger being deemed conclusive evidence of such delivery) or at such time as delivery is refused by the addressee upon presentation, at the address as follows:

If to Lowndes County:

Board of Commissioners of Lowndes County  
327 North Ashley St.  
Valdosta, GA 31601  
Attention: Utilities Director

If to Contractor:

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or to such other address as each party may designate for itself by like notice.

**14. Amendment or Waiver.** This Agreement may be changed, waived, discharged or terminated only by a writing signed by all parties hereto. No delay or omission by any party in exercising any right with respect hereto shall operate as a waiver. A waiver on any one occasion shall not be construed as a bar to, or waiver of, any right or remedy on any future occasion.

**15. Severability.** To the extent any provision of this Agreement is prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

**16. Dispute Resolution.** Each party to this Agreement agrees to provide the other party with written notice within thirty (30) days of becoming aware of a dispute relating to the Tank Maintenance Services or this Agreement. Each party agrees to cooperate with the

other in trying to promptly and reasonably resolve all such disputes, including, if requested by a party, each party appointing a senior representative with authority to settle such dispute to meet and engage in good faith negotiations. Such senior representatives will convene in person in Valdosta, GA within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between the senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If the parties fail to resolve the dispute, either party may assert its respective rights and remedies in a court as specified in Section 17 (Governing Law). Nothing in this Section shall prevent a party from seeking necessary injunctive relief during the dispute resolution procedures.

**17. Governing Law.** This Agreement shall be construed and interpreted in accordance with the internal laws of the State of Georgia without giving effect to the conflict of laws principles thereof. In the event that any party hereto commences a lawsuit or other proceeding relating to or arising from this Agreement, the parties agree and consent to the exclusive jurisdiction of the State or Federal courts sitting in Valdosta, Lowndes County, Georgia over any such lawsuit or other proceeding. Any of these courts shall be proper venue for any such lawsuit or other proceeding and the parties hereto waive any objection to such venue.

**18. Entire Agreement.** This Agreement constitutes the entire agreement between the parties relating to the subject matter hereof and sets forth in their entirety the respective obligations and duties of the parties under this Agreement.

**19. Binding Effect; Assignment.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and permitted assigns; provided, however, that no party hereto may assign its rights or obligations in whole or in part under this Agreement without the prior written consent of each other party hereto.

**20. Execution in Counterparts.** This Agreement may be executed in two or more counterparts, which when so executed shall constitute one and the same Agreement.

**21. Third-Party Beneficiaries.** Each party to this Agreement intends that this Agreement shall not benefit nor confer any rights or remedies on any person or entity other than the parties hereto and their respective heirs, legal representatives, successors, and permitted assigns.

**22. References; Recitals; Headings; Exhibits; Schedules; Etc.** Unless otherwise specifically set forth herein, references to exhibits, schedules, sections, etc. herein are to exhibits, schedules, sections, etc. of this Agreement, and the exhibits and schedules referenced in this Agreement are incorporated herein and are a part hereof as if set forth in full herein. The section headings herein are intended merely for reference and shall not by themselves determine the construction or interpretation of this Agreement.

**23. Number and Gender.** Where the context requires, the use of the singular form herein shall include the plural, the use of the plural shall include the singular, and the use of any gender shall include any and all genders.

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

**BOARD OF COMMISSIONERS OF  
LOWNDES COUNTY**

[SEAL]

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

By: \_\_\_\_\_  
K. Paige Dukes, County Manager

**[CONTRACTOR NAME]**

[SEAL]

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_





## Lowndes County Water Utilities Schedule of Work & Fees for 7 Year Maintenance Agreement

|                           | Year 1                                   | Year 2                                  | Year 3                                   | Year 4                                  | Year 5                                  | Year 6             | Year 7                                  |
|---------------------------|--|---|--|---|---|--------------------|---|
| Year                      | 2021                                     | 2022                                    | 2023                                     | 2024                                    | 2025                                    | 2026               | 2027                                    |
| 500Ped - Spring Creek     | Washout Inspection                       | Visual Inspection                       | Exterior Renovation & Washout Inspection | Visual Inspection                       | Interior Renovation & Visual Inspection | Visual Inspection  | Washout Inspection                      |
|                           | \$ 2,050                                 | \$ 1,056                                | \$ 73,260                                | \$ 1,117                                | \$ 104,219                              | \$ 1,179           | \$ 2,419                                |
| 500Ped- Kinderlou         | Washout Inspection                       | Exterior Renovation & Visual Inspection | Washout Inspection                       | Interior Renovation & Visual Inspection | Visual Inspection                       | Washout Inspection | Visual Inspection                       |
|                           | \$ 2,050                                 | \$ 70,132                               | \$ 2,173                                 | \$ 100,718                              | \$ 1,148                                | \$ 2,358           | \$ 1,210                                |
| 500Ped - Stone Creek      | Visual Inspection                        | Washout Inspection                      | Visual Inspection                        | Washout Inspection                      | Visual Inspection                       | Washout Inspection | Exterior Renovation & Visual Inspection |
|                           | \$ 1,025                                 | \$ 2,112                                | \$ 1,087                                 | \$ 2,235                                | \$ 1,148                                | \$ 2,358           | \$ 62,952                               |
| 250Ped - Peterson Road    | Exterior & Interior Renovation & Repairs | Visual Inspection                       | Washout Inspection                       | Visual Inspection                       | Washout Inspection                      | Visual Inspection  | Washout Inspection                      |
|                           | \$ 115,277                               | \$ 1,056                                | \$ 2,173                                 | \$ 1,117                                | \$ 2,296                                | \$ 1,179           | \$ 2,419                                |
| 150KGE - Riviera Prado    | Exterior & Interior Renovation & Repairs | Visual Inspection                       | Washout Inspection                       | Visual Inspection                       | Washout Inspection                      | Visual Inspection  | Washout Inspection                      |
|                           | \$ 291,232                               | \$ 1,056                                | \$ 2,173                                 | \$ 1,117                                | \$ 2,296                                | \$ 1,179           | \$ 2,419                                |
| 750Hydro - Clyattville    | Washout Inspection                       | Visual Inspection                       | Exterior Renovation & Washout Inspection | Visual Inspection                       | Interior Renovation & Visual Inspection | Visual Inspection  | Washout Inspection                      |
|                           | \$ 2,050                                 | \$ 1,056                                | \$ 131,865                               | \$ 1,117                                | \$ 170,896                              | \$ 1,179           | \$ 2,419                                |
| 500GST - Conc - Kinderlou | Exterior Renovation & Washout Inspection | Visual Inspection                       | Washout Inspection                       | Visual Inspection                       | Washout Inspection                      | Visual Inspection  | Washout Inspection                      |
|                           | \$ 42,814                                | \$ 1,056                                | \$ 2,173                                 | \$ 1,117                                | \$ 2,296                                | \$ 1,179           | \$ 2,419                                |

|                                     |  |                       |                       |                      |                       |                      |                       |                     |
|-------------------------------------|--|-----------------------|-----------------------|----------------------|-----------------------|----------------------|-----------------------|---------------------|
| 500GST - Conc -<br>Buster Perry     | Exterior<br>Renovation<br>&<br>Washout<br>Inspection | Visual<br>Inspection  | Washout<br>Inspection | Visual<br>Inspection | Washout<br>Inspection | Visual<br>Inspection | Washout<br>Inspection |                     |
|                                     | \$ 45,804  | \$ 1,056              | \$ 2,173              | \$ 1,117             | \$ 2,296              | \$ 1,179             | \$ 2,419              |                     |
| Lake Alapaha -<br>Pressure Vessel   | Exterior<br>Renovation<br>&<br>Visual<br>Inspection  | Washout<br>Inspection | Visual<br>Inspection  | Visual<br>Inspection | Washout<br>Inspection | Visual<br>Inspection | Visual<br>Inspection  |                     |
|                                     | \$ 10,143  | \$ 2,112              | \$ 1,087              | \$ 1,117             | \$ 2,296              | \$ 1,179             | \$ 1,210              |                     |
| Creekside West -<br>Pressure Vessel | Exterior<br>Renovation<br>&<br>Visual<br>Inspection  | Washout<br>Inspection | Visual<br>Inspection  | Visual<br>Inspection | Washout<br>Inspection | Visual<br>Inspection | Visual<br>Inspection  |                     |
|                                     | \$ 9,460   | \$ 2,112              | \$ 1,087              | \$ 1,117             | \$ 2,296              | \$ 1,179             | \$ 1,210              |                     |
| <b>Grand Total</b>                  | <b>\$ 521,906</b>                                    | <b>\$ 82,801</b>      | <b>\$ 219,250</b>     | <b>\$ 111,890</b>    | <b>\$ 291,187</b>     | <b>\$ 14,145</b>     | <b>\$ 81,095</b>      | <b>\$ 1,322,274</b> |

|                                 |           |           |           |           |           |           |           |
|---------------------------------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
| Exterior Pressure<br>Wash Adder | \$ 13,300 | \$ 13,699 | \$ 14,110 | \$ 14,533 | \$ 14,969 | \$ 15,418 | \$ 15,881 |
|---------------------------------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|