



LOWNDES COUNTY BOARD OF COMMISSIONERS  
PROPOSED AGENDA  
WORK SESSION, MONDAY, MARCH 22, 2021, 8:30 AM  
REGULAR SESSION, TUESDAY, MARCH 23, 2021, 5:30 PM  
327 N. Ashley Street - 2nd Floor

1. **Call To Order**
2. **Invocation**
3. **Pledge Of Allegiance To The Flag**
4. **Award Presentation**
  - a. GFOA Financial Reporting Award  
Recommended Action:  
Documents:
  - b. GEMA/Homeland Security Presentation  
Recommended Action:  
Documents:
  - c. Recognition of Firefighter of the Year  
Recommended Action:  
Documents:
5. **Minutes For Approval**
  - a. Work Session - March 8, 2021 & Regular Session - March 9, 2021  
Recommended Action: Approve  
Documents:
6. **Public Hearing**
  - a. REZ-2021-03 Johnston Subdivision, School House Pond Road (0195 053) R-1 to R-10, County Water & Sewer, ~21 acres  
Recommended Action: Board's Pleasure  
Documents:
7. **For Consideration**
  - a. Adopt Resolution Accepting Infrastructure for Quarterman Estates Subdivision Phase III  
Recommended Action: Adopt  
Documents:

- b. Approve Condemning Right of Way and Drainage Easement for Hightower Road - Cooper Road TSPLOST Paving Project  
Recommended Action: Approve  
Documents:
- c. Advanced Disposal Services Residential Solid Waste Franchise Renewal  
Recommended Action: Board's Pleasure  
Documents:
- d. Deep South Sanitation, LLC. Residential Solid Waste Franchise Renewal  
Recommended Action: Board's Pleasure  
Documents:
- e. FY 2020 Staffing for Adequate Fire and Emergency Response (SAFER) Grant Application  
Recommended Action: Approve  
Documents:

**8. Bid**

- a. Bid for Breathing Air Machine for the Fire Department  
Recommended Action: Board's Pleasure  
Documents:

**9. Reports - County Manager**

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

**11. Adjournment**

LOWNDES COUNTY BOARD OF COMMISSIONERS  
COMMISSION AGENDA ITEM

SUBJECT: GFOA Financial Reporting Award

Work Session/Regular Session

DATE OF MEETING: March 23, 2021

BUDGET IMPACT:

FUNDING SOURCE:

( ) Annual

( ) Capital

(X) N/A

( ) SPLOST

( ) TSPLOST

COUNTY ACTION REQUESTED ON: GFOA Financial Reporting Award

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HISTORY, FACTS AND ISSUES: The Government Finance Officers Association of the United States and Canada (GFOA) has awarded a Certificate of Achievement for Excellence in Financial Reporting to Lowndes County for its annual financial report for the year ended June 30, 2019. The report was judged by an impartial panel to meet the high standards of the program, which includes demonstrating a constructive "spirit of full disclosure" to clearly communicate its financial story and motivate potential users and user groups to read the report. The Certificate of Achievement is the highest form of recognition in the area of governmental accounting and financial reporting and its attainment represents a significant accomplishment by a government and its management.

OPTIONS:

RECOMMENDED ACTION:

DEPARTMENT: Finance

DEPARTMENT HEAD: Stephanie Black

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

LOWNDES COUNTY BOARD OF COMMISSIONERS  
COMMISSION AGENDA ITEM

SUBJECT: REZ-2021-03 Johnston Subdivision, School House Pond Road  
(0195 053) R-1 to R-10, County Water & Sewer, ~21 acres

Work Session/Regular Session

DATE OF MEETING: March 23, 2021

BUDGET IMPACT:

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: REZ-2021-03 Johnston Subdivision, School House Pond Road (0195 053) R-1 to R-10, County Water & Sewer, ~21 acres

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HISTORY, FACTS AND ISSUES: This request represents a change in zoning on approximately 21 acres from R-1 (Low Density Residential) zoning to R-10 (Suburban Density Residential) zoning, with a condition requiring a minimum of 15,000 square feet per lot per the applicants request, in order for a new residential subdivision of single-family lots to be developed.

The subject property is in the Urban Service Area and Suburban Character Area, with access to and from the property from School House Pond Road and Payton Place, both minor collector roads. Per Comprehensive Plan guidance, R-10 zoning is listed as a permitted zoning within that character area.

The request to have a minimum lot size of 15,000 square feet is based on market demand and to serve as a transition between neighboring subdivisions with minimum lot sizes of 10,000, 21,000 and 43,560 square feet.

A petition was signed by over 200 neighboring residents in opposition of the development.

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 recommends approval of the request to rezone the property to R-10 with the applicants condition of a minimum lot size of 15,000 square feet by a unanimous vote of (9-0).

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

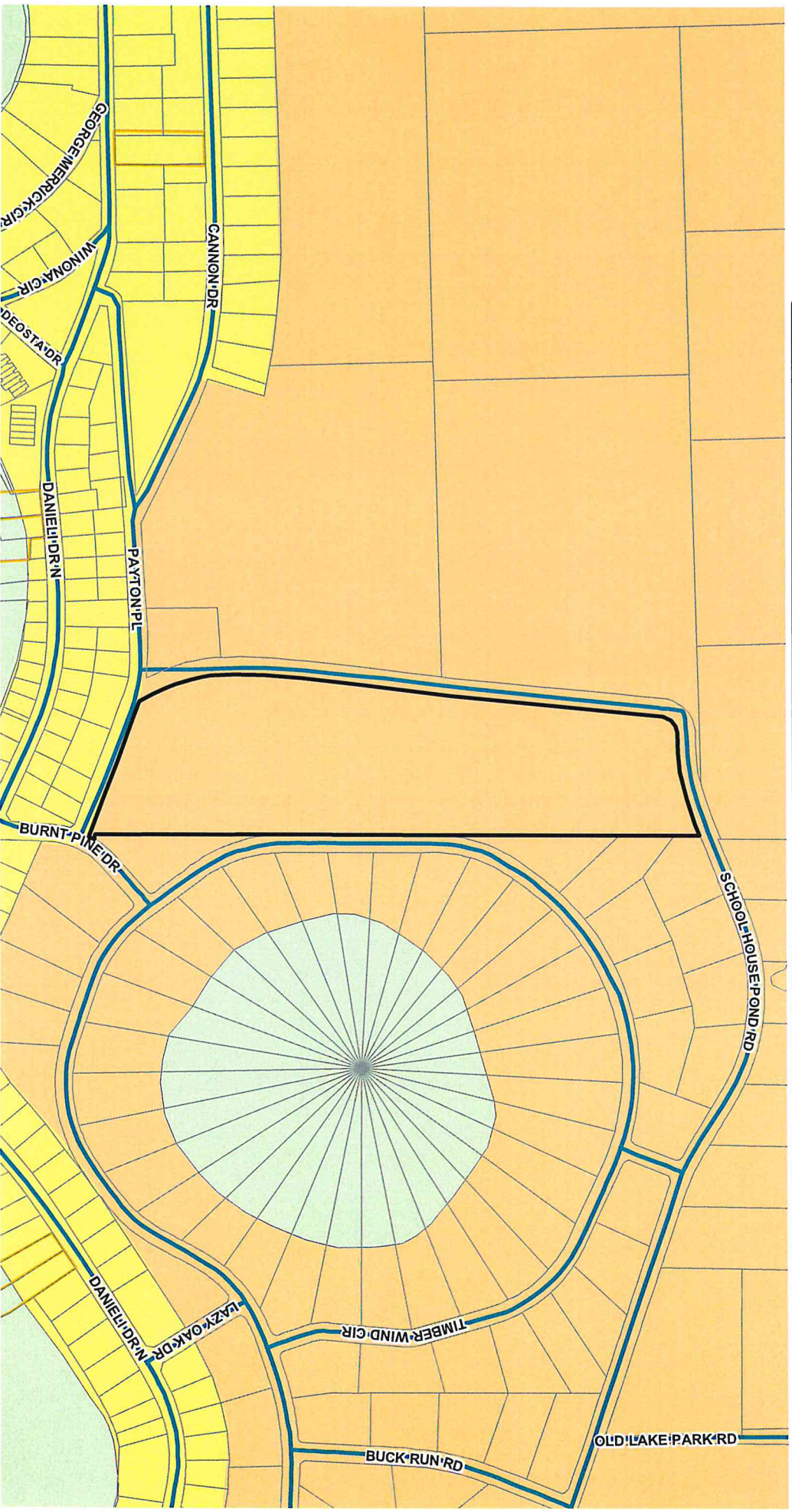
RECOMMENDED ACTION: Board's Pleasure

DEPARTMENT: Planning/Zoning

DEPARTMENT HEAD: JD Dillard

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

## JOHNSTON S/D Rezoning Request



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



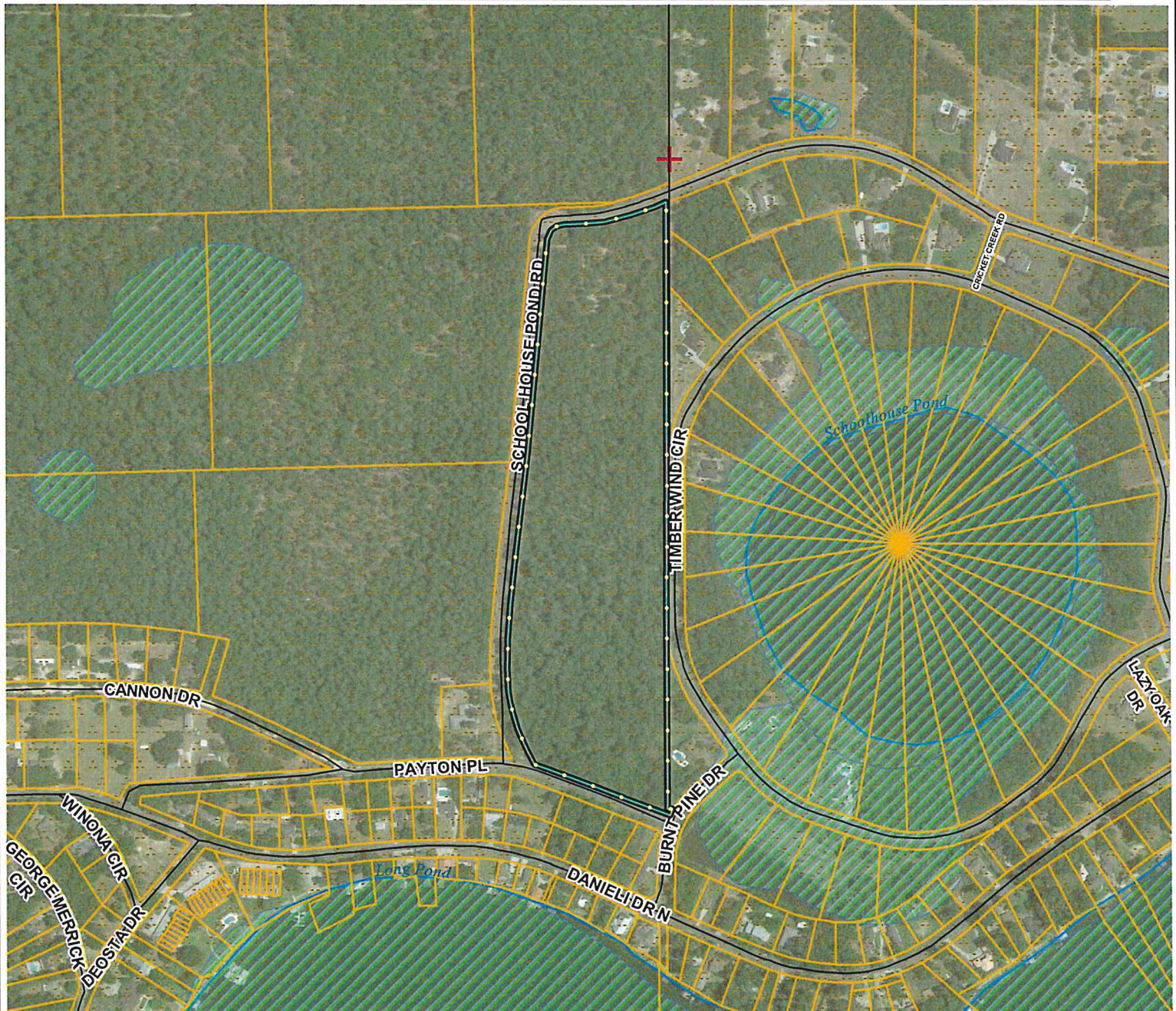
# REZ-2021-03

## 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

### JOHNSTON S/D Rezoning Request



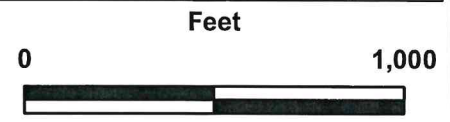
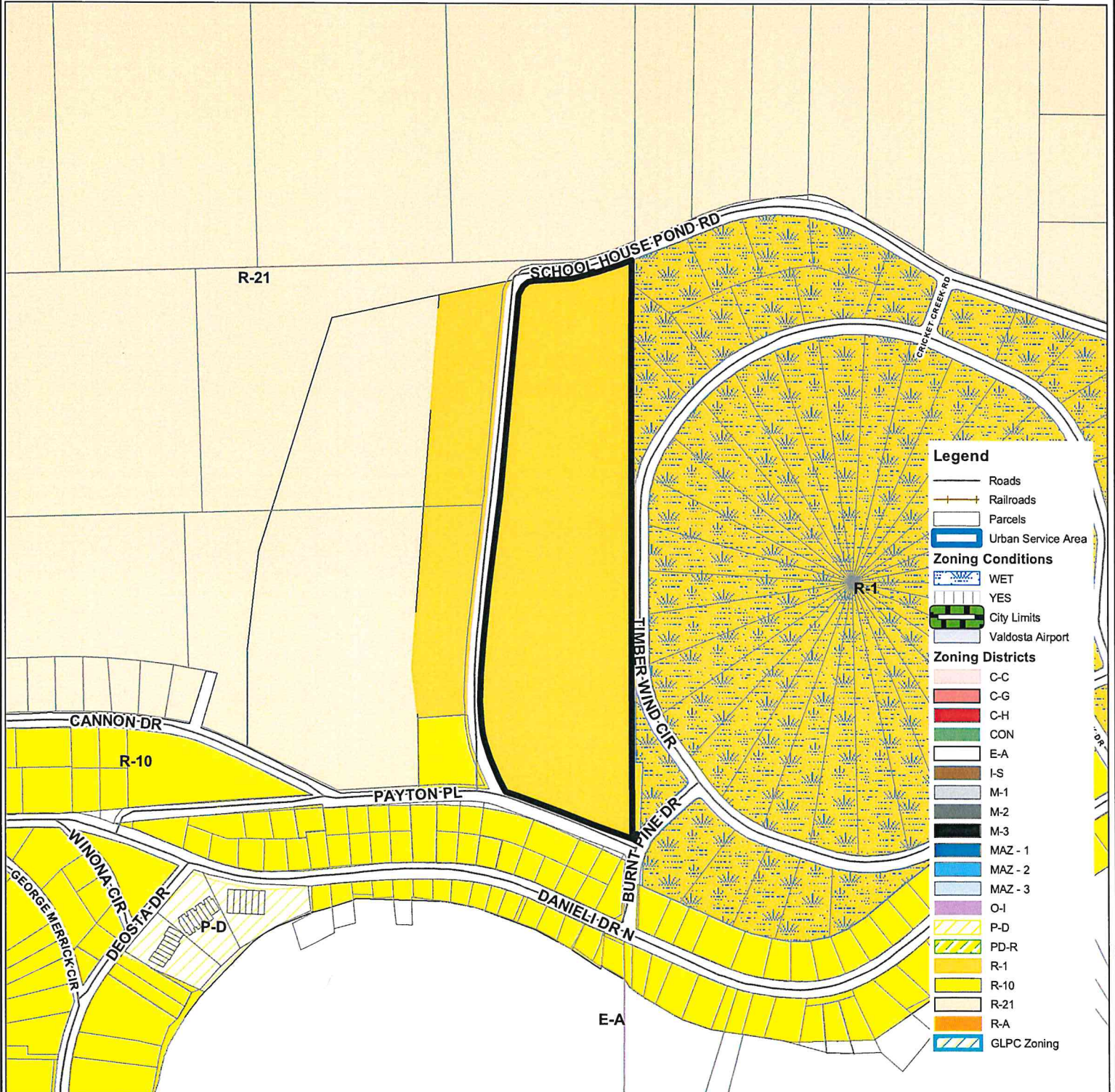


# REZ-2021-03

# Zoning Location Map

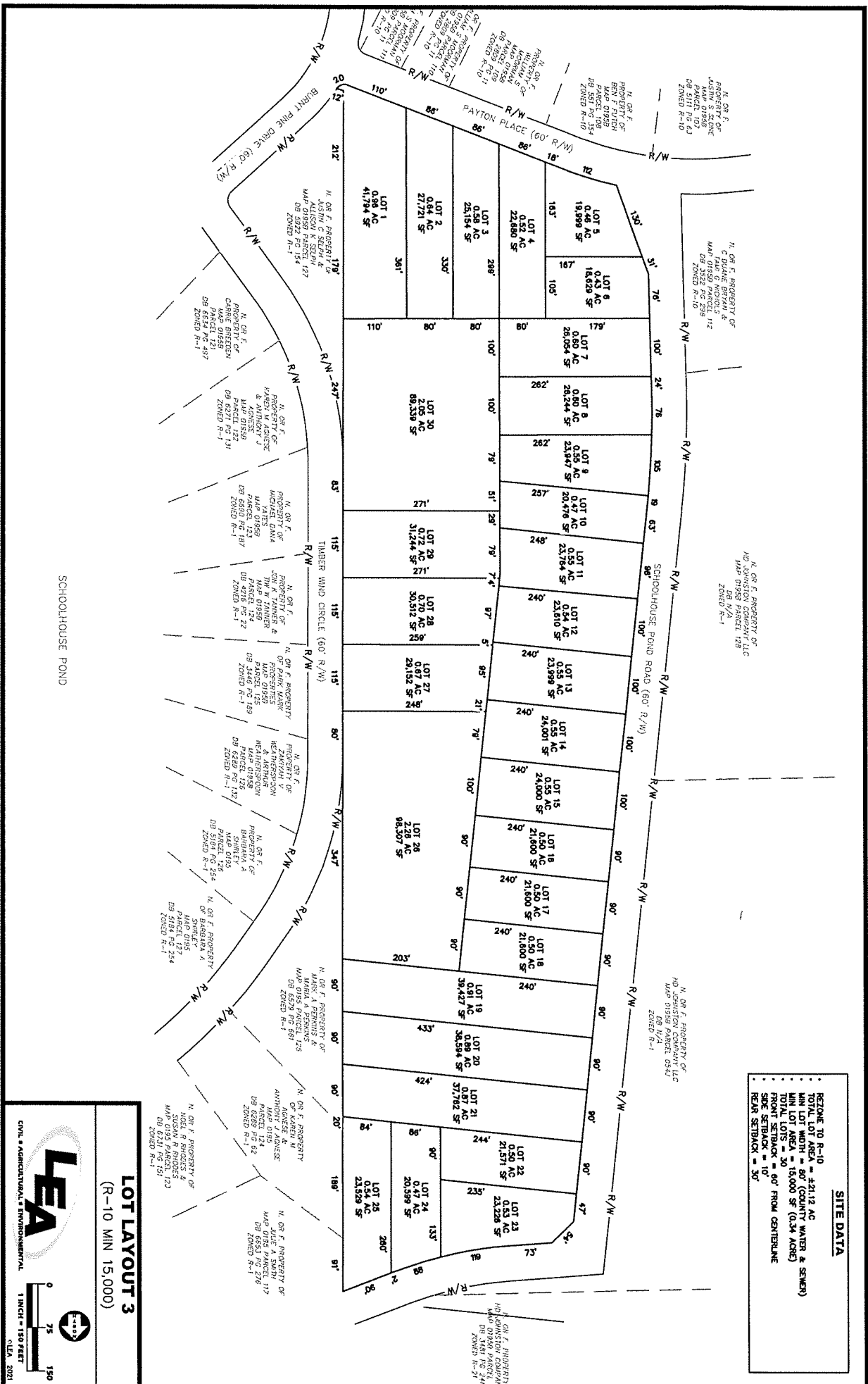
JOHNSTON S/D  
Rezoning Request

CURRENT ZONING: R-1  
PROPOSED ZONING: R-10









- SITE DATA**
- REZONE TO R-10
  - TOTAL LOT AREA = 42,112 AC
  - MIN LOT WIDTH = 80' (COUNTY WATER & SEWER)
  - MIN LOT AREA = 15,000 SF (0.34 ACRE)
  - TOTAL PAVED AREA = 1,500 SF
  - PAVED STACK = 90' FROM CENTERLINE
  - SIDE SETBACK = 10'
  - REAR SETBACK = 30'

**LOT LAYOUT 3**  
(R-10 MIN 15,000)

**LEA**  
CIVIL & AGRICULTURAL/ENVIRONMENTAL

0 75 150  
1 INCH = 150 FEET  
© LEA, 2021

LOWNDES COUNTY BOARD OF COMMISSIONERS  
COMMISSION AGENDA ITEM

SUBJECT: Adopt Resolution Accepting Infrastructure for Quarterman  
Estates Subdivision Phase III

Work Session/Regular Session

DATE OF MEETING: March 23, 2021

BUDGET IMPACT: N/A

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: Adoption of Resolution Accepting Subdivision Roads for County  
Maintenance

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

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

RECOMMENDED ACTION: Adopt

DEPARTMENT: Engineering

DEPARTMENT HEAD: Mike Fletcher

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:



# RESOLUTION

WHEREAS, the developer, William Touchton, has completed improvements on Quarterman Estates Subdivision Phase III; and

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

WHEREAS, the engineering division has inspected the improvements;

WHEREAS, William Touchton has provided a written request for Lowndes County to accept two residential streets as County maintained streets;

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

ATTEST: \_\_\_\_\_  
County Clerk

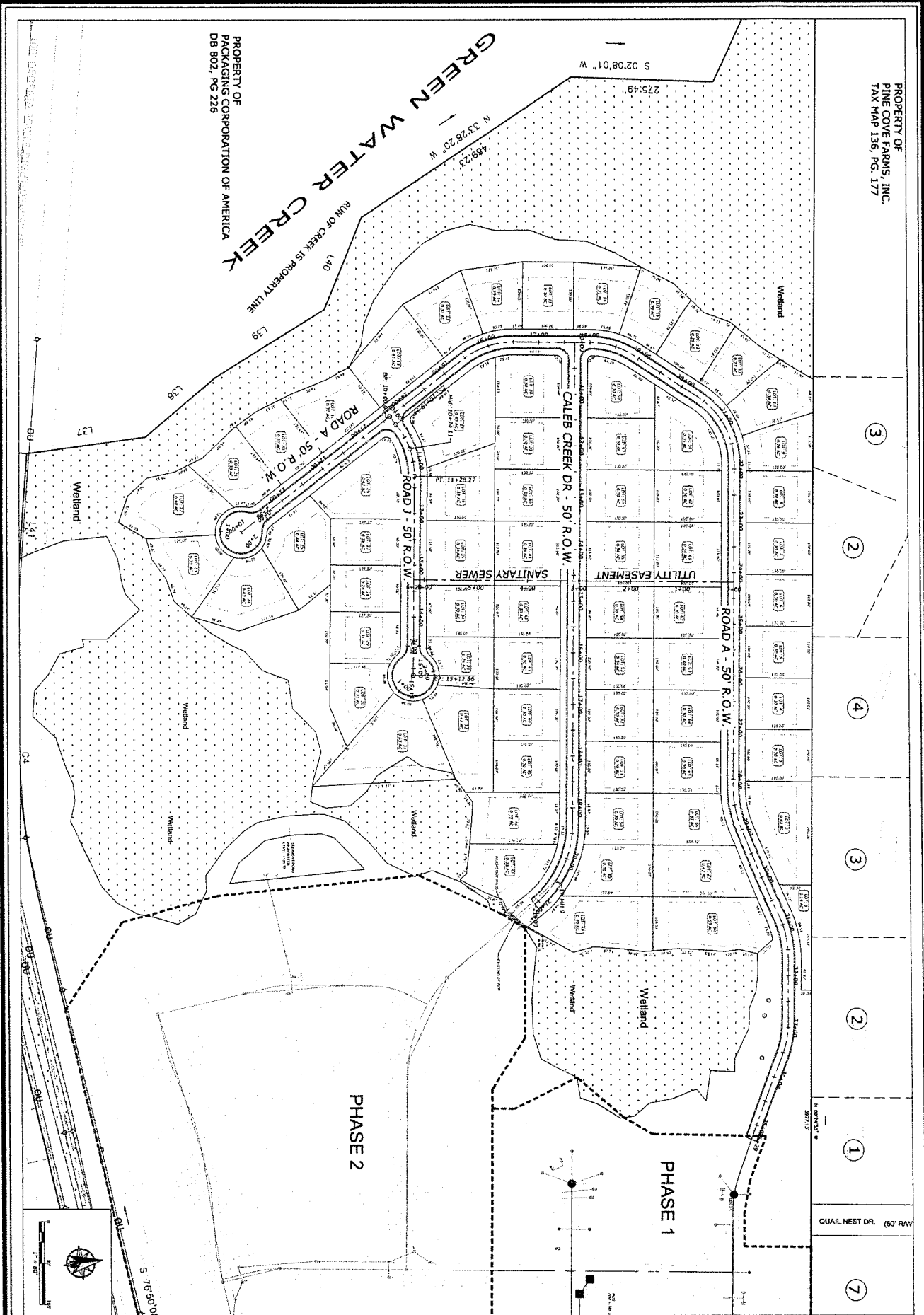
DATE: \_\_\_\_\_

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

PROPERTY OF  
PINE COVE FARMS, INC.  
TAX MAP 136, PG. 177

PROPERTY OF  
PACKAGING CORPORATION OF AMERICA  
DB 802, PG 226

1/13/2025 Quarterman Estate West Phase 3 DWG 1363 - QUARTERMAN ESTATES PHASE 3, LIT/2025/9/24/210 AM



- 3
- 2
- 4
- 3
- 2
- 1
- 7

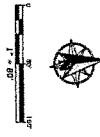
PARCEL PLAN SHEET FOR:  
QUARTERMAN ESTATES WEST PHASE 3  
LOCATED IN L.L. 65 & 66 OF THE 16TH L.D.  
OF LOWNDEN COUNTY, GA

DATE	BY	DESCRIPTION
02/20/25	GWS	DRAWN BY
	MLS	CHECKED BY
	ISL	PROJECT
		CAD FILE
		DATE

**ARROW ENGINEERING**  
& CONSTRUCTION SERVICES  
2622 W. 77th St. #403  
Woodstock, GA 30189  
770.961.1711  
PEARSON@ARROWENGINEERING.COM



PROJECT: 18038  
SHEET  
C2.0



Touchton Properties LLC  
4094 Whitewater Rd  
Valdosta, Ga. 31601  
(229) 559-4862

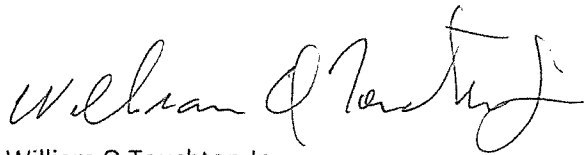
March 11, 2021

Mike Fletcher  
Lowndes County Engineer

Lowndes County Board of Commissioners

Touchton Properties LLC is requesting the Lowndes County Board of Commissioners to accept the roads, water, storm sewer, and sanitary sewer infrastructure in Phase 3 Section 1 of Quarterman Estates.

Touchton Properties LLC

A handwritten signature in cursive script, appearing to read "William Q Touchton Jr.", written in black ink.

William Q Touchton Jr.  
Member



LOWNDES COUNTY BOARD OF COMMISSIONERS  
COMMISSION AGENDA ITEM

SUBJECT: Approve Condemning Right of Way and Drainage Easement for  
Hightower Road - Cooper Road TSPLOST Paving Project

Work Session/Regular Session

DATE OF MEETING: March 23, 2021

BUDGET IMPACT: \$339.00

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: Approve Condemning Right of Way and Drainage Easement for Hightower Road – Cooper Road TSPLOST Paving Project

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HISTORY, FACTS AND ISSUES: The County needs 3156+/- square feet of right-of-way and 1500.17+/- square feet for a drainage easement for the Hightower Rd. – Cooper Rd. TSPLOST Paving Project and for other public purposes from a property along Cooper Rd. owned by Steve Daugherty, as described in the attached Declaration of Taking and Order. The Commission needs to condemn the subject property to obtain its ownership by adopting the attached Resolution approving this condemnation and approving and adopting the attached Declaration of Taking and Order.

OPTIONS: 1. Approve and adopt the attached Resolution regarding condemnation of 3156+/- square feet of right-of-way and 1500.17+/- square feet for a drainage easement for the Hightower Rd. – Cooper Rd. TSPLOST Paving Project and for other public purposes, and the attached Declaration of Taking and Order.

2. Redirect

RECOMMENDED ACTION: Approve

DEPARTMENT: Engineering

DEPARTMENT HEAD: Mike Fletcher

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

**RESOLUTION**

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF LOWNDES COUNTY SITTING AS THE GOVERNING AUTHORITY OF LOWNDES COUNTY FOR THE PURPOSE OF AUTHORIZING AND APPROVING CONDEMNATION OF CERTAIN REAL PROPERTY OWNED BY STEVE DAUGHTERY ALONG COOPER ROAD, LOWNDES COUNTY, GA, FOR RIGHT OF WAY, DRAINAGE EASEMENT, AND OTHER PUBLIC PURPOSES.

WHEREAS, the Board of Commissioners needs to acquire 3156+/- square feet for right of way, 1500.17+/- square feet for a drainage easement, and for other public purposes from real property along Cooper Road, Lowndes County, Georgia owned by Steve Daughtery which real property is described on the plats of "County Road Right-of-Way for Cooper Road" and of "Drainage Easement for Cooper Road" (collectively, the "Property") in the attached Declaration of Taking and Order;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of Lowndes County, that after review of the attached Declaration of Taking and Order and discussion, the Board of Commissioners (i) approve and adopt the attached Declaration of Taking and Order condemning the Property to and for use of the Commission for public use and purpose under the provisions of Article 1 of Chapter 3 of Title 32 of the Official Code of Georgia Annotated for just compensation in the amount of \$339.00 (or such other amount as determined by law), (ii) authorize and direct the Office of the County Attorney of Lowndes County to file condemnation proceedings and take other actions required by law regarding the condemnation of the Property, and (iii) authorize Chairman Slaughter, Vice Chairman Griner, County Manager Paige Dukes, and County Clerk Belinda C. Lovern, or any of them, to execute the Declaration of Taking and Order on behalf of the Commission together with any and all instruments, pleadings, agreements, and other documents in connection with such condemnation and acquisition of the Property; and

BE IT FURTHER RESOLVED, that the County Manager or her designee and/or the Office of the County Attorney shall on behalf of the Board of Commissioners take such other and further actions as may be necessary or advisable to lawfully acquire, and to so acquire, the Property.

IT IS SO RESOLVED, this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

BOARD OF COMMISSIONERS OF LOWNDES COUNTY

BY: \_\_\_\_\_  
Bill Slaughter, Chairman

ATTEST: \_\_\_\_\_  
Belinda C. Lovern, Clerk





Appendix "A" and made a part hereof, and finding that it is necessary to proceed in this particular case under Article 1 of Chapter 3 of Title 32 of the Official Code of Georgia Annotated; and

WHEREAS, said fee simple right of way and said drainage easement is for such public road for public use and purposes, in, over, across, under, through, and upon the tract of land in said County, as fully described in the attachment hereto identified as Appendix "B" to this Declaration and made a part hereof, for the public use and purposes of said County, subject to the Order of the Court provided in O.C.G.A. §32-3-12; and

WHEREAS, plats showing the lands taken are attached as Exhibit 1 and Exhibit 2 to Appendix B to this Declaration; and

WHEREAS, the Board of Commissioners of Lowndes County has caused an investigation and report to be made by a competent land appraiser, upon which to estimate the sum of money to be deposited in the Court as just and adequate compensation for said fee simple right of way and said drainage easement above referred to, a sworn copy of the appraiser's statement being attached hereto identified as Appendix "C" to this Declaration and made a part hereof; and

WHEREAS, in consequence of the sworn statement, Appendix "C" to this Declaration, the Board of Commissioners of Lowndes County estimates \$339.00 as the just and adequate compensation to be paid for the ownership in the said parcels, as said parcels are fully described in Appendix "A" to this Declaration attached hereto, said sum to be deposited in the Court, to the use of the persons entitled thereto;

NOW, THEREFORE, the premises considered, the Board of Commissioners of Lowndes County, under authority of Article 1 of Chapter 3 of Title 32, of the Official Code of Georgia Annotated, hereby declares that the estate and interest in lands herein described, is taken in fee simple and for said drainage easement for use of the Board of Commissioners as a public road as aforesaid for public use and purposes, subject to the order of the court provided for in O.C.G.A. § 32-3-12.

This \_\_\_\_\_ day of \_\_\_\_\_, 2021.

BOARD OF COMMISSIONERS OF LOWNDES COUNTY

BY: \_\_\_\_\_  
Bill Slaughter, Chairman

ATTEST: \_\_\_\_\_  
Belinda C. Lovern, Clerk

**Appendix A  
to Declaration of Taking**

ORDER OF BOARD OF COMMISSIONERS  
OF LOWNDES COUNTY

WHEREAS, the Board of Commissioners of Lowndes County has determined and found it necessary to improve, erect, construct, install and lay and thereafter use, operate, inspect, repair and maintain, a public road, and related components and system, known and designated as Cooper Road/County Road No. 174, and in particular for “Hightower Rd. – Cooper Rd. County Road TSPLOST Project TIA-03,” said public road being more particularly shown on drawings and specifications on file in the office of the Board of Commissioners of Lowndes County, 327 North Ashley Street, Valdosta, Georgia; and

WHEREAS, in order to maintain the projected schedule of construction of said public road it is necessary that the fee simple title to certain lands for right of way therefor and for the drainage easement be acquired without further delay; and

WHEREAS, the parcel of fee simple right of way, drainage easement, and other rights as herein described and as listed below, shown of record as owned by the persons named herein, all as described and shown in Annex 1 to this Order hereinafter enumerated, said Annex 1, being by reference made a part of this Order, are necessary and essential for the construction, use and operation of said project for public use and purpose:

Required Fee Simple Right of Way: 3156 sq. ft. (R/W Area)

Required Drainage Easement: 1500.17 sq. ft. (Drainage Easement Area)

Description: See attached Annex 1

Owner of record: Steve Daugherty

NOW, THEREFORE, BE IT ORDERED by the governing authority of Lowndes County and it is hereby ordered by authority of the same, that the circumstances are such that it is necessary that the fee simple right of way and the drainage easement as herein described be acquired for said public road for public use and purposes by condemnation under the provisions of Article 1 of Chapter 3 of Title 32 of the Official Code of Georgia Annotated and that it is necessary to proceed in this particular case under said Article; and

FURTHER ORDERED that the Board of Commissioners of Lowndes County proceed to acquire the fee simple title to said lands and the drainage easement herein described by condemnation under said Article 1 of Chapter 3 of Title 32 of said Code, and the office of the County Attorney of Lowndes County is authorized and directed to file condemnation proceedings, including a Declaration of Taking of this Board of Commissioners, to acquire the said fee simple right of way and the said drainage easement in, over, across, under, through, and upon said lands and to deposit in the Court the sum estimated as just compensation, all in accordance with the provisions of said Code; and

IT IS FURTHER ORDERED that the Chairman or the Vice-Chairman, together with the Clerk, or any of them, of the Board of Commissioners be authorized to execute the said Declaration of Taking of this Board of Commissioners and all allied documents.

SO ORDERED this \_\_\_\_ day of \_\_\_\_\_, 2021.

BOARD OF COMMISSIONERS OF LOWNDES COUNTY

BY: \_\_\_\_\_  
Bill Slaughter  
Chairman

Attest: \_\_\_\_\_  
Belinda C. Lovern  
Clerk

**ANNEX 1  
TO ORDER OF BOARD OF COMMISSIONERS**

**To Appendix A of Declaration of Taking**

Fee Simple Right of Way and Drainage Easement

So much of the lands of Defendant Steve Daugherty in Land Lot 228 in the 11th Land District of Lowndes County, Georgia as necessary to make a right-of-way and a drainage easement for Cooper Road/County Road No. 174, and in particular for “Hightower Rd. – Cooper Rd. County Road TSPLOST Project TIA-03,” such necessary lands of said Defendants in Land Lot No. 228 of the 11th Land District of said County as to make a right-of-way and a drainage easement for the said road as surveyed and measured from the centerline of the road as follows:

**RIGHT OF WAY**

A strip of land, variable in width and bounded by the following Stations and Offsets from the new centerline: From Sta. 124+70.87 (14.90’ Left) to Sta. 124+71.10 (30.00’ Left) to Sta. 125+01.73 (42.33’ Left) to Sta. 126+45.39 (30.00’ Left) to Sta. 126+45.34 (25.00’ Left) to Sta. 125+76.40 (25.00’ Left) to Sta. 124+70.87 (14.90’ Left).

Said right-of-way consists of 3156 square feet, and is more particularly described according to a plat “County Road Right-of-Way for Cooper Road” prepared by Stephen Cody Califf, Georgia registered land surveyor, Innovate Engineering & Surveying LLC, dated the 3rd day of January, 2020, and made a part of this description. Said plat is attached as Exhibit 1 to Appendix B of this Declaration of Taking.

**DRAINAGE EASEMENT**

A strip of land, variable in width and bounded by the following stations and offsets from the new centerline: From 124+71.85 (80.00’ Left) to Sta. 125+01.85 (80.00’ Left) to Sta. 125+01.09 (30.00’ Left) to Sta. 124+71.09 (30.00’ Left) to Sta. 124+71.85 (80.00’ Left).

Said drainage easement consists of 1500.17 sq. ft., and is more particularly described according to a plat “Drainage Easement for Cooper Road” prepared by Stephen Cody Califf, Georgia registered land surveyor, Innovate Engineering & Surveying LLC, dated the 22nd day of October, 2020, and made a part of this description. Said plat is attached as Exhibit 2 to Appendix B of this Declaration of Taking.



CERTIFICATION

I certify that the foregoing is a true copy of the Order of the Board of Commissioners of Lowndes County of \_\_\_\_\_, 2021 and that the original of same is a record of the Clerk of Lowndes County.

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Belinda C. Lovern  
Clerk, Lowndes County, Georgia

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Date

## **APPENDIX "B"**

### **to Declaration of Taking**

#### **DESCRIPTION OF PROPERTY TAKEN AND STATEMENT OF ESTATE AND INTERESTS TAKEN**

Cooper Road, County Road No. 174, and in particular for "Hightower Road – Cooper Road TSPLOST Project TIA-03"

Record Owner: Steve Daugherty

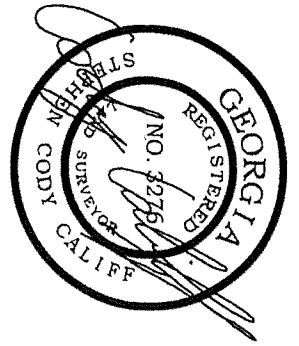
Said Fee Simple Right-of-Way consists of 3156 sq. ft. and is more particularly described on a plat "County Road Right-of-Way for Cooper Road" prepared by Stephen Cody Califf, Georgia registered land surveyor, Innovate Engineering & Surveying LLC, dated the 3rd day of January, 2020, attached as Exhibit 1 to this Appendix B and made a part of this description, and is for public road and public transportation purposes as defined by law in, over, across, under, through and upon a certain tract of land located in Land Lot 228 of the 11th Land District of Lowndes County, Georgia.

Said Drainage Easement consists of 1500.17 sq. ft. and is more particularly described on a plat "Drainage Easement for Cooper Road" prepared by Stephen Cody Califf, Georgia registered land surveyor, Innovate Engineering & Surveying LLC, dated the 22nd day of October, 2020, attached as Exhibit 2 to this Appendix B and made a part of this description, and is for public road and public transportation purposes as defined by law in, over, across, under, through and upon a certain tract of land located in Land Lot 228 of the 11th Land District of Lowndes County, Georgia..

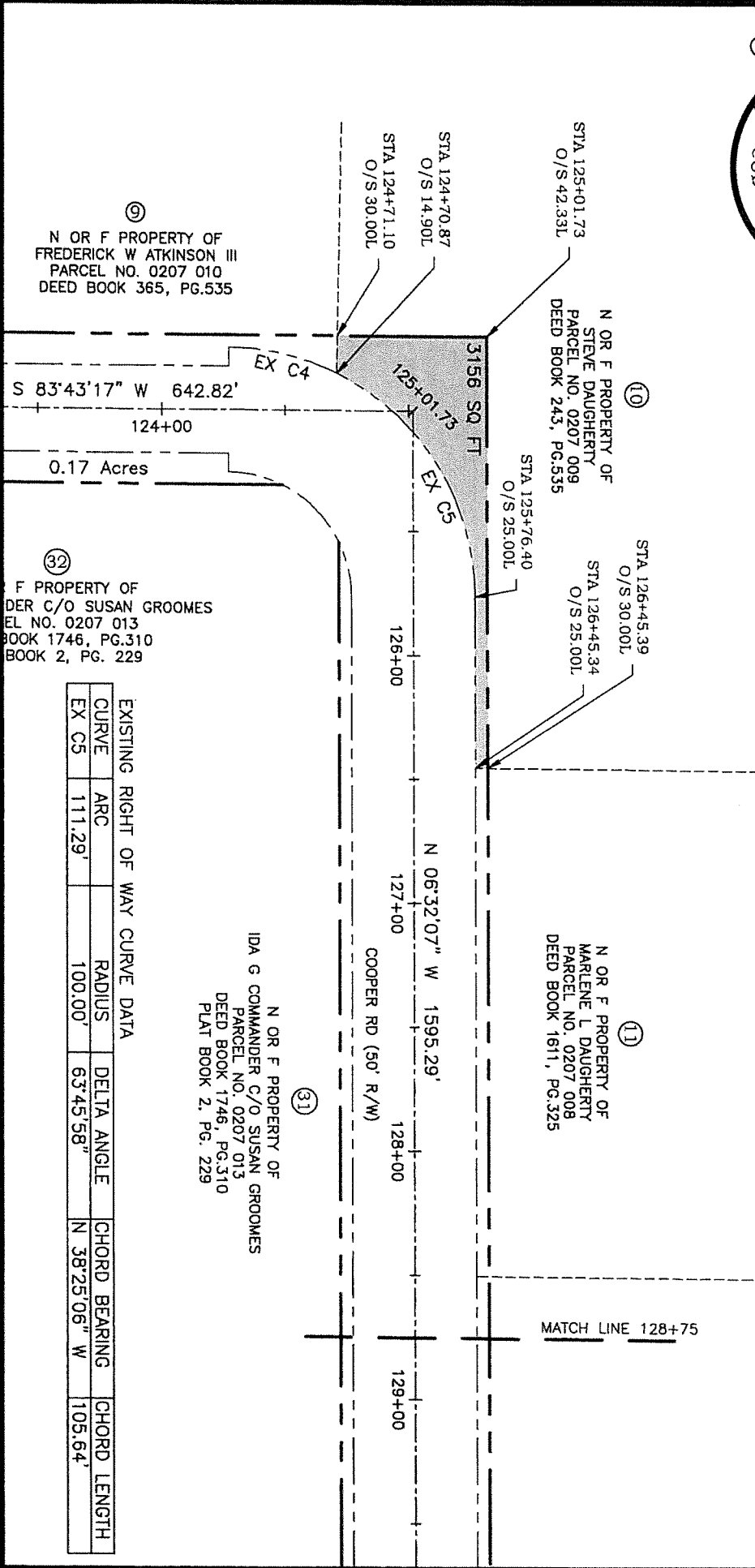
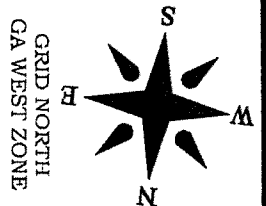
**EXHIBIT 1**

**to Appendix B of Declaration of Taking**

Attached Plat – “County Road Right-of-Way for Cooper Road,” dated January 3, 2020, prepared by Stephen Cody Califf, Georgia registered land surveyor, Innovate Engineering & Surveying LLC



--- EXISTING RIGHT-OF-WAY  
 --- PROPOSED RIGHT-OF-WAY  
 --- PROPOSED CENTERLINE



⑨ N OR F PROPERTY OF  
 FREDERICK W ATKINSON III  
 PARCEL NO. 0207 010  
 DEED BOOK 365, PG.535

⑩ N OR F PROPERTY OF  
 STEVE DAUGHERTY  
 PARCEL NO. 0207 009  
 DEED BOOK 243, PG.535

STA 126+45.39  
 O/S 30.00L  
 STA 126+45.34  
 O/S 25.00L

⑪ N OR F PROPERTY OF  
 MARLENE L DAUGHERTY  
 PARCEL NO. 0207 008  
 DEED BOOK 1611, PG.325

⑬ N OR F PROPERTY OF  
 IDA G COMMANDER C/O SUSAN GROOMES  
 PARCEL NO. 0207 013  
 DEED BOOK 1746, PG.310  
 PLAT BOOK 2, PG. 229

⑫ F PROPERTY OF  
 DER C/O SUSAN GROOMES  
 EL NO. 0207 013  
 BOOK 1746, PG.310  
 BOOK 2, PG. 229

EXISTING RIGHT OF WAY CURVE DATA

CURVE	ARC	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
EX C5	111.29°	100.00'	63°45'58"	N 38°25'06" W	105.64'

**INNOVATE**  
 Engineering & Surveying

PHONE: 229-249-9113 www.innovatecs.com  
 2214 N. Patterson Street, Valdosta, GA 31602

COUNTY ROAD RIGHT-OF-WAY FOR:  
**COOPER ROAD**

IGTIA# 1901636 / PI# 0016276 / SGR-C-115



LOCATED IN  
 LAND LOT 228  
 11th LAND DISTRICT  
 LOWMEDES COUNTY, GA  
 PLAT DATE: 1/3/2020  
 FIELD SURVEY DATE:  
 12/18/2019  
 SCALE 1"=60'

0207 009 / 1-1

1456

**EXHIBIT 2**

**to Appendix B of Declaration of Taking**

Attached Plat – “Drainage Easement for Cooper Road,” dated October 22, 2020, by Stephen  
Cody Califf, Georgia registered land surveyor, Innovate Engineering &  
Surveying LLC





GRID NORTH  
GA WEST ZONE

N OR F PROPERTY OF  
STEVE DAUGHERTY  
PARCEL NO. 0207 009  
DEED BOOK 245, PG.535

N OR F PROPERTY OF  
MARLENE L DAUGHERTY  
PARCEL NO. 0207 008  
DEED BOOK 1611, PG.325

N OR F PROPERTY OF  
FRANKY J DAUGHERTY  
PARCEL NO. 0207 007  
DEED BOOK 2584, PG.242  
PLAT BOOK 32, PG. 130

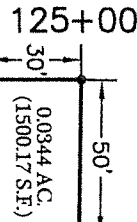
PI: 125+01.73  
N: 362066.7384  
E: 2604223.6094

126+00

127+00

128+00

129+00



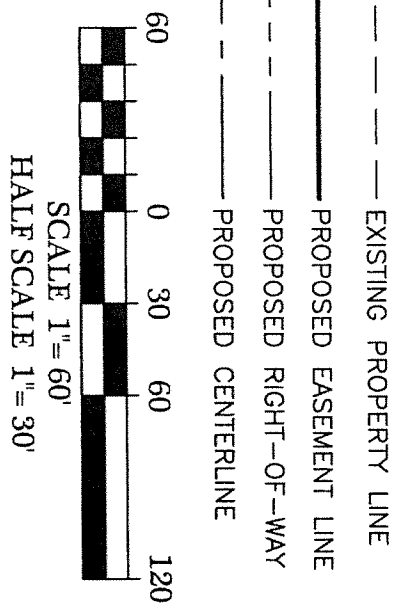
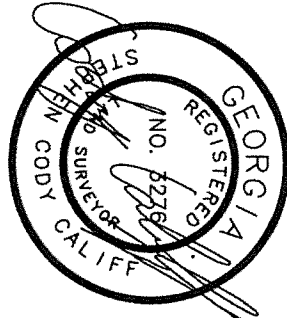
STA: 124+71.85  
OFF: 80.00'L

STA: 124+71.09  
OFF: 30.00'L

COOPER ROAD (60' R/W)  
N 06°32'07" W 1595.29'

124+00  
N OR F PROPERTY OF  
FREDERICK W ATKINSON III  
PARCEL NO. 0207 010  
DEED BOOK 365, PG.535

S 83°43'17" W 642.82'



# INNOVATE

Engineering & Surveying

PHONE: 229-249-9113 - www.innovatees.com  
2214 N. Patterson Street, Valdosta, GA 31602

## DRAINAGE EASEMENT FOR: COOPER ROAD

LOWNDES COUNTY, GEORGIA  
IGTIA# 1901636 / PI# 0016276 / SGRC-115

LOCATED IN LAND LOT 228  
11th LAND DISTRICT  
LOWNDES COUNTY, GA  
PLAT DATE: 10/22/2020  
FIELD SURVEY DATE: 12/18/2019

PARCEL  
0207 009

PROJECT NO.  
**1456**

DRAWN BY: M. WILSON

APPENDIX "C" TO DECLARATION OF TAKING

SWORN COPY OF APPRAISER'S STATEMENT

GEORGIA, LOWNDES COUNTY

Personally comes the undersigned Affiant, M. FREDDIE BAJALIA, who, after being duly sworn, on oath states as follows:

1. Affiant was employed by the Board of Commissioners of Lowndes County to appraise certain of the lands of Steve Daugherty in Land Lot 228 in the 11<sup>th</sup> Land District of Lowndes County, Georgia, being a parcel of 3156 sq. ft. of said lands as needed for right of way and a parcel of 1500.17 sq. ft. of said lands as needed for a drainage easement, required for construction of "Hightower Rd. - Cooper Rd. County Road TSPLOST Project TIA-03" in Lowndes County, Georgia for said Board of Commissioners and makes this sworn statement to be used in connection with condemnation proceedings under Article 1 of Chapter 3 of Title 32 of the Official Code of Georgia Annotated for the acquisition of said parcels.

2. Affiant is familiar with real estate values in said county and in the vicinity where said parcels are located. Affiant has personally inspected the property or right condemned and in appraising said parcels Affiant took into consideration the Fair Market Value of said parcels, as well as any consequential damages to remaining property of the Condemnee(s) by reason of the taking and use of said parcels and other rights for the construction of said project, and any consequential benefits which may result to such remaining property by reason of such taking and use (consequential benefits not, however, considered except as offsetting consequential damages).

3. After said investigation and research, Affiant has thus estimated that as of February 08, 2021 the just and adequate compensation for 100% of said parcels, and any consequential damages or benefits considered, is in the amount of \$339.00.

M. FREDDIE BAJALIA  
Georgia Certified Real Estate Appraiser  
No. 004539

Sworn to and subscribed before me,

This 11<sup>th</sup> day of March, 2021

Thompson H. Gooding Jr.  
Notary Public

My commission expires March 28, 2021



LOWNDES COUNTY BOARD OF COMMISSIONERS  
COMMISSION AGENDA ITEM

SUBJECT: Advanced Disposal Services Residential Solid Waste Franchise  
Renewal

Work Session/Regular Session

DATE OF MEETING: March 23, 2021

BUDGET IMPACT: \$0.00

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: Advanced Disposal Services Middle Georgia, LLC, Residential Solid Waste Franchise Renewal for 2021-2022

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HISTORY, FACTS AND ISSUES: Advanced Disposal Services Middle Georgia, LLC, recently purchased by Waste Management, Inc., has applied to renew its existing Franchise for Residential Solid Waste Collection Services which will expire on March 31, 2021.

Enclosed is a proposed renewed Franchise. It is for a term of one year, beginning April 1, 2021 and ending March 31, 2022.

Other than updating various dates in the Franchise, it is identical to the existing Franchise.

OPTIONS: 1. Approve proposed renewed Franchise for Residential Solid Waste Collection Services for Advanced Disposal Services Middle Georgia, LLC and authorize the Chairman to execute it on behalf of the County

2. Redirect

RECOMMENDED ACTION: Board's Pleasure

DEPARTMENT: Human Resources

DEPARTMENT HEAD: Kevin Beals

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

**FRANCHISE  
FOR RESIDENTIAL SOLID WASTE COLLECTION SERVICES**

THIS FRANCHISE (the "Franchise") is granted effective as of the 1st day of April, 2021 by the BOARD OF COMMISSIONERS OF LOWNDES COUNTY, GEORGIA (the "County") to, and is accepted and agreed to by, ADVANCED DISPOSAL SERVICES MIDDLE GEORGIA, LLC, a Florida limited liability company ("Franchisee").

W I T N E S S E T H:

WHEREAS, the County desires to promote, preserve, and protect the public health, safety, and general welfare by providing for the collection, transportation, and disposal of solid waste generated by residential premises located within the unincorporated areas of Lowndes County;

WHEREAS, providing for and regulating the collection, transportation, and disposal of solid waste generated by residential premises located within the unincorporated areas of Lowndes County is a valid exercise of the County's police power;

WHEREAS, Franchisee was issued a residential solid waste collection franchise by the County to offer and to provide residential solid waste collection services serving residents of the unincorporated areas of Lowndes County which franchise expired March 31, 2021;

WHEREAS, with its residential solid waste collection franchise expiring March 31, 2021, Franchisee desires to renew such franchise and to continue to operate a business, enterprise, and commercial activity offering and providing residential solid waste collection services within and serving residents of the unincorporated areas of Lowndes County;

WHEREAS, with Franchisee's residential solid waste collection franchise expiring March 31, 2021, the County desires to renew, issue and grant to Franchisee, and Franchisee desires to accept and agree to, the right and privilege to offer and to provide such residential solid waste collection services serving residents of the unincorporated areas of Lowndes County, in each case pursuant and subject to the conditions, terms, provisions, requirements, and obligations of the Solid Waste Ordinance and this Franchise; and

WHEREAS, the granting of this Franchise to authorize and to permit Franchisee to provide residential solid waste collection services is authorized by the 2015 Lowndes County Solid Waste Ordinance as amended duly adopted by the Lowndes County Board of Commissioners (the "Solid Waste Ordinance");

NOW, THEREFORE, in consideration of the foregoing, the respective representations, warranties, covenants, and agreements of Franchisee set forth herein, the sum of Ten and no/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are each hereby acknowledged, Lowndes County does hereby issue and grant to Franchisee, and

Franchisee, intending to be legally bound hereby, does hereby accept and agree to this Franchise, as follows:

**1. Definitions.** Terms not otherwise defined in this Franchise shall have the meaning ascribed to them in the Solid Waste Ordinance unless the context clearly requires otherwise.

**2. Grant of Franchise.** Pursuant to the Solid Waste Ordinance, the County hereby issues and grants to Franchisee this Franchise authorizing Franchisee to provide residential solid waste collection services to residents and to use the public roads and rights-of-way of Lowndes County for such purpose, all in accordance with and subject to each of the conditions, terms, provisions, requirements, and obligations of the Solid Waste Ordinance and this Franchise.

**3. Non-exclusivity.** This Franchise is nonexclusive. The County may issue and grant other nonexclusive franchises pursuant to the Solid Waste Ordinance to other franchisees for the provision of residential solid waste collection services to residents.

**4. Number of Nonexclusive Franchisees.** The County may issue such number of nonexclusive franchises pursuant to the Solid Waste Ordinance, and may limit such number of nonexclusive franchises it issues pursuant to the Solid Waste Ordinance, as it determines from time to time for reasons and purposes reasonably related to the public health, safety, and general welfare, including but not limited to the availability of residential solid waste collection service to residents of each residential premise, the adequate provision of such service, the quality of customer service provided, the reasonableness of price therefor, and the effect of solid waste service vehicles on county roads and the public.

**5. Effective Date, Term of Franchise.** The effective date of this Franchise is April 1, 2021. The term of this Franchise shall be from April 1, 2021 through March 31, 2022, inclusive.

**6. Provision of Basic Service to Residents of all Residential Premises.** Franchisee shall offer and provide basic service to any and all residents who request and subscribe to such service.

**7. Collection Centers.** For and during the term of this Franchise, the County grants Franchisee a license to use the real property located at 4758 Loch Laurel Road and 4040 Pine Grove Road, more fully described on Exhibits A and B hereto (the “collection centers”), for the limited purpose of receiving for collection at the collection centers residential recycling materials, yard waste, and bulky items pursuant to and in accordance with the Ordinance and this Franchise. Franchisee shall not remove any trees or landscaping materials from said property or make any permanent modifications or improvements to said property without prior written approval of the County Manager. Franchisee may terminate said license as to either or both of the collection centers upon thirty (30) days’ prior written notice to the County. Said license shall also terminate as to either or both of the collection centers in the event Franchisee discontinues use of either or both of the collection centers for said purposes for more than thirty (30) days.

**8. Collection of Residential Garbage.** Franchisee’s basic service shall include the collection of a subscriber’s residential garbage at curbside on a collection day designated by Franchisee at least one (1) time per week.



**9. Collection of Bulky Items.** Franchisee's basic service shall include the collection of a subscriber's bulky items either (a) at the collection centers or (b) at curbside. If Franchisee's basic service includes the collection of a subscriber's bulky items at curbside, Franchisee shall collect such bulky items at curbside on a collection day designated by Franchisee at least one (1) time every other week based upon the subscriber's requesting Franchisee by telephone to collect such bulky items at least two (2) business days prior to the designated collection day, provided however, Franchisee shall not be obligated to collect more than five (5) cubic yards of bulky items from the subscriber's premises at a single collection day. If Franchisee's basic service includes the collection of a subscriber's bulky items at the collection centers, Franchisee may upon request of a subscriber collect a subscriber's bulky items at curbside as an additional service.

**10. Collection of Yard Waste.** Franchisee's basic service shall include the collection of a subscriber's yard waste either (a) at the collection centers or (b) at curbside. If Franchisee's basic service includes the collection of a subscriber's yard waste at curbside, Franchisee shall collect such yard waste at curbside on a collection day designated by Franchisee at least one (1) time every other week. If Franchisee's basic service includes the collection of a subscriber's yard waste at the collection centers, Franchisee may upon request of a subscriber collect a subscriber's yard waste at curbside as an additional service.

**11. Collection of Residential Recycling Materials.** Franchisee's basic service shall include the collection of a subscriber's residential recycling materials either (a) at the collection centers or (b) at curbside. If Franchisee's basic service includes the collection of a subscriber's residential recycling materials at curbside, Franchisee shall collect such residential recycling materials at curbside on a collection day designated by Franchisee at least one (1) time every other week. If Franchisee's basic service includes the collection of a subscriber's residential recycling materials at the collection centers, Franchisee may upon request of a subscriber collect a subscriber's residential recycling materials at curbside as an additional service. Franchisee shall ensure all residential recycling materials it collects from its subscribers are processed for recycling and are not disposed in a landfill. In the event Franchisee is unable to dispose of a certain type or types of recyclable materials for recycling, and with prior written approval of the County Manager, Franchisee may notify its subscribers that they shall not include such certain type or types of recyclable materials in the residential recycling materials they deliver to Franchisee for collection either at the collection centers or at curbside. Franchisee shall not be responsible for the collection of any residential recycling materials at curbside or at the collection centers if residential garbage is mixed with such residential recycling materials.

**12. Back-Door Pick-up.** Franchisee shall provide back-door pick-up of residential garbage from each of its subscribers who is because of injury or infirmity unable to place his or her solid waste cart at curbside provided no other resident of the subscriber's residential premise is able to place the subscriber's solid waste cart at curbside. If Franchisee collects residential recycling materials at curbside, Franchisee shall provide back-door pick-up of residential recycling materials from each of its subscribers who is because of injury or infirmity unable to place his or her recycling container at curbside provided no other resident of the subscriber's residential premise is able to place the subscriber's recycling container at curbside. Franchisee shall accept the written statement of a physician of the subscriber's lack of ability to place the subscriber's solid waste

collection cart and/or recycling container at curbside as sufficient evidence and proof of the subscriber's lack of such ability.

**13. Uniform Fee.** Franchisee shall charge each of its subscribers the same uniform fee for basic service and the same uniform fee or fees for additional services provided pursuant to this Franchise.

**14. Pricing for Basic Service.** Franchisee shall not charge its subscribers in excess of \$20.00 per month for the basic service Franchisee provides pursuant to this Franchise.

**15. Additional Services.** In addition to its basic service, Franchisee may offer and provide its subscribers additional services and charge uniform fees determined by Franchisee therefor; provided, however, if Franchisee's basic service includes the collection of bulky items, yard waste, or residential recycling materials at the collection centers, Franchisee may provide its subscribers who are because of injury or infirmity unable to use the collection centers a discounted fee in such amount as Franchisee determines for the additional service or services of curbside collection of bulky items, yard waste, or residential recycling materials provided such discounted fee is uniform for all such subscribers who are because of injury or infirmity unable to use the collection centers.

**16. Days and Hours of Curbside Collection.** Franchisee shall collect residential solid waste at curbside, whether as a basic service or as an additional service, only on weekdays between the hours of 7:00 a.m. and 7:00 p.m. except to perform emergency work or service required to safeguard the immediate health, safety, and general welfare of the public.

**17. Collection from Persons Other than Franchisee's Subscribers.** Franchisee may collect bulky items, yard waste, and/or residential recycling materials, whether at curbside or at the collection centers, from persons other than its subscribers for such fee or fees to which Franchisee and such other persons agree.

**18. Franchisee's Vehicles.**

(a) Franchisee shall collect residential garbage from its subscribers in vehicles specifically designed for the collection of residential garbage. Such vehicles shall have fully enclosed leak resistant compaction bodies. Franchisee shall provide a sufficient number of such vehicles for the curbside collection of residential garbage from Franchisee's subscribers.

(b) If Franchisee collects any of bulky items, yard waste, or residential recycling materials at curbside, whether as a basic service or as an additional service, Franchisee shall provide a sufficient number of vehicles for the curbside collection thereof from Franchisee's subscribers.

(c) Franchisee shall ensure that solid waste it transports by its vehicles does not spill, leak, or blow from such vehicles.

(d) Each vehicle Franchisee uses to provide residential solid waste collection services shall be kept in good repair, appearance, and a sanitary condition at all times.

(e) Each vehicle Franchisee uses to provide residential solid waste collection services shall be clearly and prominently marked on both its left and right sides with Franchisee's name and telephone number.

**19. Additional Solid Waste Carts; Additional Recycling Containers.**

(a) Franchisee shall furnish one (1) solid waste cart to each of its subscribers at no charge. Franchisee shall maintain its solid waste carts in a reasonably good condition. Franchisee shall supply one (1) or more additional solid waste carts to any of its subscribers upon request and may charge such subscribers an additional monthly fee of up to \$5.00 for each additional solid waste cart supplied and the curbside collection of residential garbage associated with each additional cart supplied. Franchisee shall repair or replace its solid waste carts at no charge to its subscriber if such repair or replacement is due to reasonable wear and tear. Franchisee may charge a subscriber for the cost of repair or replacement of solid waste carts if such repair or replacement is required as a result of a subscriber's excessive abuse, neglect, or damage, or due to fire or theft.

(b) If Franchisee collects residential recycling materials at curbside, Franchisee shall furnish one (1) recycling container to each of its subscribers at no charge. Franchisee shall maintain its recycling containers in a reasonably good condition. If Franchisee collects residential recycling materials at curbside, Franchisee shall supply one (1) or more additional recycling containers to any of its subscribers from whom it collects residential recycling materials at curbside upon request and may charge such subscribers an additional monthly fee of up to \$5.00 for each additional recycling container supplied and the curbside collection of residential recycling materials associated with each additional cart supplied. Franchisee shall repair or replace its recycling containers at no charge to the subscriber if such repair or replacement is due to reasonable wear and tear. Franchisee may charge subscribers for the cost of repair or replacement of recycling containers if such repair or replacement is required as a result of a subscriber's excessive abuse, neglect, or damage, or due to fire or theft.

**20. Subscription Fees.** Franchisee shall not charge its subscribers a subscription fee or any other fee upon subscription.

**21. Termination Fees.** Franchisee may charge a subscriber a termination fee or such other fee upon termination of the subscriber's subscription in any amount to which Franchisee and its subscriber agree.

**22. Suspension of Curbside Collection on Holidays.** Franchisee may suspend the collection of residential solid waste which Franchisee collects at curbside, either as a basic service or as an additional service, on holidays observed by the County provided Franchisee collects such residential solid waste within the two (2) business days before or after such holiday and provides at least seven (7) days' advance notice to affected subscribers of the suspension of such service and the day on which such service will be provided.

**23. Hours of Operation of Collection Centers.** If Franchisee operates the collection centers, it shall operate such center at least during the following hours: 7:00 a.m. to 7:00 p.m. each Friday, Saturday, and Monday, and 1:00 p.m. to 7:00 p.m. each Sunday, excepting holidays observed by the County.

**24. Staffing and Operation of Collection Centers.** If Franchisee operates the collection centers, it shall staff the collection centers with a sufficient number of trained employees to handle efficiently, adequately, and timely the vehicular traffic through the collection centers and the

volume of residential solid waste delivered to the collection centers and to assist subscribers delivering solid waste to the collection centers. Franchisee may adopt and enforce reasonable rules consistent with industry practice for the efficient operation of the collection centers provided such rules are not inconsistent with the Ordinance or this Franchise and are approved in advance in writing by the County Manager.

**25. Equipment and Containers.** If Franchisee operates the collection centers, it shall equip such collection centers with sufficient equipment and containers to handle efficiently, adequately, and timely the volume of residential solid waste delivered to the collection centers. Franchisee shall keep such equipment and containers in good repair, appearance, and sanitary condition at all times. Upon termination of this Franchise, or termination of Franchisee's license to the collection centers prior thereto, Franchisee shall, at its sole expense, remove all of its equipment, containers, and any other property from the collection centers.

**26. Cost of Operation of Collection Centers.** If Franchisee operates the collection centers, it shall be responsible for and shall indemnify and hold the County harmless for all costs, expense, and risk of and associated with operating the collection centers.

**27. Maintenance and Appearance of Collection Centers.** If Franchisee operates the collection centers, it shall be responsible for the maintenance and neat appearance of the collection centers, including without limitation keeping the premises free of litter, mowing any grass on the premises, and trimming any shrubbery on the premises.

**28. Information and Educational Materials.** Franchisee shall provide information and educational materials to the public and specifically its subscribers regarding the residential solid waste collection services Franchisee provides pursuant to this Franchise. The information and materials which Franchisee provides its subscribers shall include (a) Franchisee's curbside collection schedules, (b) at least seven (7) days' advance notice to subscribers of holidays on which the franchisee will suspend the collection of solid waste at curbside and the alternative day on which such service will be provided, (c) at least fourteen (14) days' advance notice of any other change in a subscriber's designated collection day, (d) the hours of operation of the collection centers, (e) information regarding the obligations and responsibilities of subscribers under the Ordinance, including the obligations of subscribers regarding the placement of residential solid waste at curbside and the removal of solid waste carts and recycling containers from curbside, and (f) at least sixty (60) days' advance notice of any change in Franchisee's fees to its subscribers, including any change in Franchisee's fee for basic service, fees for additional solid waste carts and recycling containers, and fees for additional services.

**29. Franchise Fees.** During the term of the Franchise, Franchisee shall pay a franchise fee to the County for the regulation in Lowndes County of residential solid waste, residential solid waste collection services, the administration and enforcement of the Solid Waste Ordinance, and the administration and enforcement of this Franchise. Such franchise fee shall be paid at the rate of \$3.00 per ton of residential garbage collected by Franchisee in the unincorporated area pursuant to this Franchise. Such franchise fee shall be paid on a monthly basis, with Franchisee paying to the County by the last day of each calendar month the franchise fee due for residential garbage collected by Franchisee in the unincorporated area or otherwise from residents during the

immediately preceding calendar month. Each payment by Franchisee of the franchise fee shall be accompanied by a written statement, certified by an officer of Franchisee or executive level manager responsible for the area or region of Franchisee's operations that includes Lowndes County, showing in such form and detail as the County Manager may prescribe, the total tonnage of residential garbage collected by Franchisee in the unincorporated area during the calendar month for which such franchisee fee is being paid, the calculation of such franchise fee then being paid by Franchisee, and also accompanied by copies of landfill weight tickets evidencing such total tonnage and such other information as the County Manager may from time to time require.

**30. Billing and Collection.** Franchisee shall be solely responsible for the billing and collection of its charges to its subscribers and shall bear all cost, expense, and risk in connection therewith, including nonpayment by any subscriber.

**31. Disposal of Solid Waste.** Franchisee shall dispose residential garbage collected by it from its subscribers at curbside and at the collection centers only at the Evergreen Landfill on Wetherington Lane, Valdosta, Georgia or at such other lawfully permitted or licensed disposal facility approved in advance in writing by the County Manager and shall be responsible for and indemnify and hold the County harmless from all risk and the payment of all costs and fees associated with such disposal.

**32. Prohibition Against Commingling.** Franchisee shall not commingle residential solid waste collected from residents pursuant to this Franchise with any commercial solid waste or any other solid waste originating from elsewhere within the County or from outside the County.

**33. Title and Ownership of Waste.** Title to and ownership of residential solid waste collected by Franchisee from residents pursuant to this Franchise shall pass to Franchisee once it is placed in a vehicle or other equipment under control of Franchisee or received by Franchisee at the collection centers.

**34. Indemnity.** Franchisee shall, at its sole cost and expense, fully indemnify, defend, and hold harmless the County, its officers, boards, commissioners, employees, representatives, and agents from and against any and all claims, suits, actions, fines, penalties, liability, costs, loss, damage, and judgments of any kind, including personal injury and/or death, and including reasonable attorneys' fees, expenses, and costs of settlement, arising from or relating to Franchisee's negligence or willful misconduct during the collection, transportation, or disposal of solid waste, whether or not the act or omission complained of is authorized, allowed, or prohibited by this Franchise or the Solid Waste Ordinance, and from any breach or violation by Franchisee of this Franchise or the Solid Waste Ordinance.

**35. Performance Bond.** Before providing residential solid waste collection services pursuant to this Franchise and at all times during the term of this Franchise, Franchisee shall furnish to the County and maintain in effect a surety bond in the amount of \$250,000 issued by a financially sound and reputable corporate surety authorized to do business in the State of Georgia reasonably acceptable to the County as security for Franchisee's performance of each and every of its obligations under this Franchise and the Solid Waste Ordinance.

**36. Insurance.**

(a) Franchisee shall maintain in full force and effect insurance of the types and in the amounts set forth below. Franchisee shall furnish to the County with its execution and delivery of this Franchise and annually thereafter if this Franchise is renewed, or at any time upon the County’s request, certificates of insurance or other evidence satisfactory to the County to the effect that such insurance has been procured and is in force and certifying that the County shall receive at least thirty (30) days’ notice prior to any modification, revocation, cancellation, or non-renewal of said insurance. No such insurance shall have a self-insured retention amount in excess of \$10,000.

<u>Coverages</u>	<u>Limits of Liability</u>
Worker’s Compensation	Statutory
General Liability and Property Damage (except automobile)	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Bodily Injury and Property Damage Liability	Statutory \$500,000
Excess Liability Umbrella	\$2,000,000 aggregate
Pollution and Environmental Liability and Remediation Coverage	\$1,000,000 per occurrence

Franchisee shall ensure the County is named as an “Additional Insured” on each such policy.

(b) All insurance contracts or policies procured by Franchisee pursuant to the above insurance schedule shall be in a form reasonably satisfactory to the County and shall be issued and maintained by companies authorized to do business in the State of Georgia and reasonably acceptable to the County.

(c) Any failure to provide such evidence of, or to maintain, insurance as required by this section shall be grounds for termination of this Franchise.

**37. Reporting.** Franchisee shall submit to the County Manager a written report no later than forty-five (45) days prior to the termination of this Franchise, whether or not Franchisee has sought or intends to seek renewal of this Franchise, providing the following information regarding Franchisee’s provision of residential solid waste collection services pursuant to this Franchise as of the date which is two (2) months prior to the expiration of this Franchise (the “date of report”) or covering the period up to ten (10) months immediately preceding such date of report (the “period of report”), as applicable, in such format as may be requested by the County Manager:

- the name and address of each of Franchisee’s subscribers as of such date of report,
- the name and address of each subscriber to whom Franchisee has provided a recycling container as of such date of report,
- the quantities by tonnage of residential garbage collected by Franchisee pursuant to this Franchise each month during such period of report
- the quantities by tonnage of bulky items collected by Franchisee pursuant to this Franchise each month during such period of report (a) at the collection centers and (b) at curbside
- the quantities by tonnage of yard waste collected by Franchisee pursuant to this Franchise each month during such period of report (a) at the collection centers and (b) at curbside

- the quantities by tonnage of residential recycling materials collected by Franchisee pursuant to this Franchise each month during such period of report (a) at the collection centers and (b) at curbside
  - a log of missed collections occurring during such period of report, including for each missed collection the subscriber's name and address and the date of the missed collection
  - a log of accidents involving personal injuries or property damage arising out of Franchisee's provision of residential solid waste collection service pursuant to this Franchise occurring during such period of report, including for each accident the date and location and a summary of the accident
  - a log of complaints made by Franchise's subscribers to Franchisee during such period of report, including for each complaint the name and address of the complaining subscriber and the date and a summary of the complaint including its resolution,
- and any other information maintained by Franchisee requested by the County Manager.

**38. Franchisee's Records.** Franchisee shall maintain accurate and complete books, accounts, and records arising out of or related to its operations under this Franchise, including without limitation, the subscribers it from time to time serves, each specific service Franchisee offers as a part of its residential solid waste collection services provided hereunder, complaints it may receive and their resolution, the quantities by calendar month of residential solid waste collected from residents of the unincorporated area, and the quantities of such residential solid waste disposed of by date and location at each disposal facility or location. Franchisee's books, accounts, and records arising out of or related to its operations under this Franchise shall at all times be open to inspection, examination, audit, and copying by authorized employees, representatives, and agents of the County. Such books, accounts, and records shall be kept at Franchisee's local office in Lowndes County.

**39. Local Office.** Franchisee shall maintain a local office and a published local telephone number in Lowndes County which shall be open for business at all times between the hours of at least 8:00 a.m. and 5:00 p.m. of each business day, excepting Saturday, Sunday, and holidays observed by Lowndes County. Such local office shall be staffed by a sufficient number of trained employees to efficiently and timely handle the volume of transactions, inquiries, complaints, and other business at such local office, and who shall be available at such office and telephone number for subscribers, other County citizens, and the County's employees, representatives, and agents, to discuss or refer any complaint, inquiry, billing or payment issue, or initiation, modification, or termination of a subscriber's service, or to otherwise communicate and transact business regarding Franchisee's residential solid waste collection services. In doing so, Franchisee shall maintain a subscriber service system reasonably equipped, staffed, and designed to promptly and courteously resolve disputes with or complaints by its subscribers. Franchisee shall provide to each of its subscribers and to the County a written policy specifying the terms, conditions, and fees for each and every service provided its subscribers. Such policies shall be subject to and not conflict with the provisions of this Franchise and the Solid Waste Ordinance.

**40. Complaints.** All subscriber complaints about residential solid waste collection services provided by Franchisee shall be made directly to the Franchisee, which shall give prompt and courteous attention and follow up to each complaint. In the case of alleged missed scheduled



collection, Franchisee shall investigate and, if such allegations are confirmed, shall arrange for the collection of the residential solid waste not collected within two (2) business days after the complaint is received.

**41. Compliance with Solid Waste Ordinance and Other Applicable Laws.** Franchisee shall operate and provide its residential solid waste collection services and any and all of its activities arising from or related to such services strictly in accordance with the conditions, terms, provisions, requirements, and obligations of this Franchise, the Solid Waste Ordinance, other applicable ordinances of the County, and all other applicable federal and state statutes, rules, and regulations.

**42. Order of Precedence.** In case of conflict between the terms of this Franchise and any of the following, the order of precedence shall be (a) applicable federal statutes, rules, and regulations, (b) applicable state statutes, rules and regulations, (c) the Solid Waste Ordinance, (d) other ordinances of Lowndes County, (e) this Franchise.

**43. Georgia Illegal Immigration Legislation.** This Franchise is and shall be conditioned upon Franchisee's having provided to the County prior to issuance of this Franchise (a) evidence required by OCGA § 36-60-6 that Franchisee is authorized to use the Federal Work Authorization Program (or evidence that it is not required by OCGA § 36-60-6 to provide such evidence) and (b) evidence pursuant to OCGA § 50-36-1 that Franchisee is lawfully present in the United States. Franchisee shall utilize the Federal Work Authorization Program as required by OCGA § 36-60-6.

**44. Independent Status; No Agency.** Franchisee shall be, and is, an independent operator, and is not an agent, contractor, or employee of the County and is operating its residential solid waste collection service and business in its own manner and method subject to the overall requirements of this Franchise and the Solid Waste Ordinance and at its sole risk and expense. Franchisee and its officers, employees, agents, and representatives shall have no authority, express or implied, to act on behalf of or bind the County in any capacity whatsoever as agent or otherwise.

**45. Non-Transferability of Franchise.** This Franchise shall not be transferable or assignable in whole or in part without the prior written consent of the County, which consent shall not be unreasonably withheld. Any direct or indirect change in ownership or control of Franchisee shall be considered an assignment of this Franchise. Any successor to the business or operations of the Franchisee shall be required to obtain its own franchise pursuant to the Solid Waste Ordinance.

**46. Taxes, Fees, Assessments.** In addition to franchise fees and rebates paid pursuant to this Franchise, Franchisee shall pay to Lowndes County any other taxes, fees, and other assessments imposed by Lowndes County, including occupation taxes, applicable to Franchisee.

**47. Permits and Licenses.** In addition to this Franchise, Franchisee shall also obtain any governmental permits and licenses applicable to Franchisee's residential solid waste collection service, business and operations which are required of Franchisee by any government or agency.

**48. Notice.** All notices and other communications under this Franchise 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 telecopier, or by prepaid commercial overnight courier maintaining written records of delivery, and shall be deemed to have been duly given, served, 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 County:

Lowndes County  
327 North Ashley Street  
Valdosta, Georgia 31601  
Attention: County Manager  
Fax: (229) 245-5259

with a copy (which shall not constitute notice) to:

Elliott, Blackburn, & Gooding, P.C.  
3016 North Patterson St.  
Valdosta, Georgia 31602  
Attention: Walter Elliott  
Fax: (229) 242-0696

If to Franchisee:

Advanced Disposal Services Middle Georgia, LLC  
1101 Hawkins Street  
Valdosta, Georgia 31601  
Attention: General Manager  
Fax: (229) 244-3222

with a copy (which shall not constitute notice) to:

Advanced Disposal Services, Inc.  
90 Fort Wade Road  
Ponte Vedra, Florida  
Attention: General Counsel  
Fax: (904) 612-9153

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

**49. Amendment.** This Franchise may be amended only by a writing signed by both parties hereto.

**50. Waiver.** Any waiver of any breach of this Franchise or violation of the Solid Waste Ordinance shall not be considered a waiver of any other breach, nor of a subsequent breach of this Franchise or violation of the Solid Waste Ordinance.

**51. Severability.** To the extent any provision of this Franchise 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 Franchise.

**52. Governing Law.** This Franchise 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.

**53. Remedies for Breach or Violation.** In the event of an alleged breach of any of the terms or conditions of this Franchise or violation of the Solid Waste Ordinance by Franchisee, the County shall provide written notice of such breach or violation to Franchisee, which notice shall specify the alleged breach or violation in reasonable detail. If within twenty (20) days from the date of such notice, Franchisee has either failed to correct the breach or violation or reach an agreement with the County on a mutually satisfactory solution, then the County may, within thirty (30) days of such notice of such breach or violation, give additional notice to Franchisee requiring Franchisee to appear before the Board of Commissioners at such time specified by the Board of Commissioners, to show cause why this Franchise should not be terminated. After such meeting, the Board of Commissioners may elect:

(a) to terminate this Franchise effective thirty (30) days from the date of written notice of such termination,

(b) to extend the time to allow Franchisee to cure the breach or violation,

(c) to impose sanctions not in excess of \$100 per day or fraction thereof during the period each such breach or violation continues uncured for the first ten (10) days of such breach or violation; not in excess of \$250 per day or fraction thereof during the 11<sup>th</sup> through 20<sup>th</sup> day each such breach or violation continues without cure; and not in excess of \$500 per day or fraction thereof during the period each such breach or violation continues uncured after twenty (20) days, or

(d) to impose other remedies lawfully available to the County without terminating this Franchise.

**54. Attorneys' Fees.** In the event of an action at law or in equity by the County to enforce any provision of this Franchise or the Solid Waste Ordinance against Franchisee, Franchisee shall pay to the County all reasonable attorneys' fees, expenses, and costs incurred by the County in enforcing this Franchise or the Solid Waste Ordinance against Franchisee.

**55. Jurisdiction; Venue.** In the event either party commences a lawsuit or other proceeding relating to or arising from this Franchise or the Solid Waste Ordinance, the parties agree and consent to the jurisdiction of the state or federal courts having jurisdiction over Lowndes County, Georgia for and over any such lawsuit or other proceeding that may arise under or in connection with this Franchise. The location of any of such courts shall be proper venue for any such lawsuit or judicial proceeding and the parties hereto waive any objection to such venue.

**56. Third-Party Beneficiaries.** This Franchise shall not benefit nor confer any rights or remedies on any person or entity other than the County and Franchisee and their respective permitted successors and assigns.

**57. Nondiscrimination.** Franchisee shall not discriminate against any person because of race, sex, creed, color, religion, or national origin in the offering or performing of Franchisee's residential solid waste collection disposal services.

**58. Request for Renewal; No Vested Right to Renewal.** Franchisee may request renewal of this Franchise; provided, however, and notwithstanding anything in this Franchise to the contrary, Franchisee has no vested or contract right in any such renewal.

**59. Section Headings.** The section headings herein are intended for reference and shall not by themselves determine the construction or interpretation of this Franchise.

**60. 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.

**61. Authority of Franchisee.** Franchisee warrants that Franchisee has the full right, power, legal capacity, and authority to accept and to enter into this Franchise and to perform each of the conditions, terms, requirements, provisions, and obligations of Franchisee set forth herein and that the execution of this Franchise by and on behalf of Franchisee has been duly authorized by Franchisee.

**62. Execution in Counterparts.** This Franchise may be executed in two or more counterparts which when so executed shall constitute one and the same document.

**63. Entire Agreement.** This Franchise sets forth the entire agreement of the parties and all conditions, terms, requirements, provisions, and obligations of the Franchise issued and granted by the County to Franchisee for the provision of residential solid waste collection services within and serving the unincorporated area and residents of the unincorporated area.

**64. Time is of the Essence.** Time is of the essence in the performance of this Franchise.

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

(signatures continued on following page)

**BOARD OF COMMISSIONERS OF  
LOWNDES COUNTY, GEORGIA**

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

**ADVANCED DISPOSAL SERVICES MIDDLE  
GEORGIA, LLC**

By: \_\_\_\_\_  
Charles Neal Gray  
Regional Vice President

Exhibit A

Loch Laurel Road Collection Center

The real property located at 4758 Loch Laurel Road, Lowndes County, Georgia, within the fence illustrated in red on the attached aerial photograph identified as Loch Laurel Road Collection Center.

Exhibit B

Pine Grove Road Collection Center

The real property located at 4040 Pine Grove Road, Lowndes County, Georgia, within the fence illustrated in red on the attached aerial photograph identified as Pine Grove Road Collection Center.





WATER OAK TR

LOCH LAUREL RD

Loch Laurel Road Collection Center





PINE GROVE RD

LITTLE VIKING RD

Pine Grove Collection Site



LOWNDES COUNTY BOARD OF COMMISSIONERS  
COMMISSION AGENDA ITEM

SUBJECT: Deep South Sanitation, LLC. Residential Solid Waste Franchise  
Renewal

Work Session/Regular Session

DATE OF MEETING: March 23, 2021

BUDGET IMPACT: \$0.00

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: Deep South Sanitation, LLC. Residential Solid Waste Franchise Renewal for  
2021-2022

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HISTORY, FACTS AND ISSUES: Deep South Sanitation, LLC has applied to renew its existing Franchise for  
Residential Solid Waste Collection Services which will expire on March 31, 2021.

Enclosed is a proposed renewed Franchise. It is for a term of one year, Beginning April 1, 2021 and ending  
March 31, 2022.

Other than updating dates in the Franchise, it is identical to the existing Franchise.

OPTIONS: 1. Approve proposed renewed Franchise for Residential Solid Waste Collection Services for Deep  
South Sanitation, LLC and authorize the Chairman to execute it on behalf of the County.

2. Redirect

RECOMMENDED ACTION: Board's Pleasure

DEPARTMENT: Human Resources

DEPARTMENT HEAD: Kevin Beals

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

**FRANCHISE  
FOR RESIDENTIAL SOLID WASTE COLLECTION SERVICES**

THIS FRANCHISE (the "Franchise") is granted effective as of the 1st day of April, 2021 by the BOARD OF COMMISSIONERS OF LOWNDES COUNTY, GEORGIA (the "County") to, and is accepted and agreed to by, DEEP SOUTH SANITATION, LLC, a Georgia limited liability company ("Franchisee").

W I T N E S S E T H:

WHEREAS, the County desires to promote, preserve, and protect the public health, safety, and general welfare by providing for the collection, transportation, and disposal of solid waste generated by residential premises located within the unincorporated areas of Lowndes County;

WHEREAS, providing for and regulating the collection, transportation, and disposal of solid waste generated by residential premises located within the unincorporated areas of Lowndes County is a valid exercise of the County's police power;

WHEREAS, Franchisee was issued a residential solid waste collection franchise by the County to offer and to provide residential solid waste collection services serving residents of the unincorporated areas of Lowndes County which franchise expired March 31, 2021;

WHEREAS, with its residential solid waste collection franchise expiring March 31, 2021, Franchisee desires to renew such franchise and to continue to operate a business, enterprise, and commercial activity offering and providing residential solid waste collection services within and serving residents of the unincorporated areas of Lowndes County;

WHEREAS, with Franchisee's residential solid waste collection franchise expiring March 31, 2021, the County desires to renew, issue and grant to Franchisee, and Franchisee desires to accept and agree to, the right and privilege to offer and to provide such residential solid waste collection services serving residents of the unincorporated areas of Lowndes County, in each case pursuant and subject to the conditions, terms, provisions, requirements, and obligations of the Solid Waste Ordinance and this Franchise; and

WHEREAS, the granting of this Franchise to authorize and to permit Franchisee to provide residential solid waste collection services is authorized by the 2015 Lowndes County Solid Waste Ordinance as amended duly adopted by the Lowndes County Board of Commissioners (the "Solid Waste Ordinance");

NOW, THEREFORE, in consideration of the foregoing, the respective representations, warranties, covenants, and agreements of Franchisee set forth herein, the sum of Ten and no/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are each hereby acknowledged, Lowndes County does hereby issue and grant to Franchisee, and

Franchisee, intending to be legally bound hereby, does hereby accept and agree to this Franchise, as follows:

**1. Definitions.** Terms not otherwise defined in this Franchise shall have the meaning ascribed to them in the Solid Waste Ordinance unless the context clearly requires otherwise.

**2. Grant of Franchise.** Pursuant to the Solid Waste Ordinance, the County hereby issues and grants to Franchisee this Franchise authorizing Franchisee to provide residential solid waste collection services to residents and to use the public roads and rights-of-way of Lowndes County for such purpose, all in accordance with and subject to each of the conditions, terms, provisions, requirements, and obligations of the Solid Waste Ordinance and this Franchise.

**3. Non-exclusivity.** This Franchise is nonexclusive. The County may issue and grant other nonexclusive franchises pursuant to the Solid Waste Ordinance to other franchisees for the provision of residential solid waste collection services to residents.

**4. Number of Nonexclusive Franchisees.** The County may issue such number of nonexclusive franchises pursuant to the Solid Waste Ordinance, and may limit such number of nonexclusive franchises it issues pursuant to the Solid Waste Ordinance, as it determines from time to time for reasons and purposes reasonably related to the public health, safety, and general welfare, including but not limited to the availability of residential solid waste collection service to residents of each residential premise, the adequate provision of such service, the quality of customer service provided, the reasonableness of price therefor, and the effect of solid waste service vehicles on county roads and the public.

**5. Effective Date, Term of Franchise.** The effective date of this Franchise is April 1, 2021. The term of this Franchise shall be from April 1, 2021 through March 31, 2022, inclusive.

**6. Provision of Basic Service to Residents of all Residential Premises.** Franchisee shall offer and provide basic service to any and all residents who request and subscribe to such service.

**7. Collection Center.** For and during the term of this Franchise, the County grants Franchisee a license to use the real property located at 345 Gil Harbin Industrial Boulevard, more fully described on Exhibit A hereto (the "collection center"), for the limited purpose of receiving for collection at the collection center residential recycling materials, yard waste, and bulky items pursuant to and in accordance with the Ordinance and this Franchise. Franchisee shall not remove any trees or landscaping materials from said property or make any permanent modifications or improvements to said property without prior written approval of the County Manager. Franchisee may terminate said license upon thirty (30) days' prior written notice to the County. Said license shall also terminate in the event Franchisee discontinues use of the collection center for said purposes for more than thirty (30) days.

**8. Collection of Residential Garbage.** Franchisee's basic service shall include the collection of a subscriber's residential garbage at curbside on a collection day designated by Franchisee at least one (1) time per week.

**9. Collection of Bulky Items.** Franchisee's basic service shall include the collection of a subscriber's bulky items either (a) at the collection center or (b) at curbside. If Franchisee's basic service includes the collection of a subscriber's bulky items at curbside, Franchisee shall collect such bulky items at curbside on a collection day designated by Franchisee at least one (1) time every other week based upon the subscriber's requesting Franchisee by telephone to collect such bulky items at least two (2) business days prior to the designated collection day, provided however, Franchisee shall not be obligated to collect more than five (5) cubic yards of bulky items from the subscriber's premises at a single collection day. If Franchisee's basic service includes the collection of a subscriber's bulky items at the collection center, Franchisee may upon request of a subscriber collect a subscriber's bulky items at curbside as an additional service.

**10. Collection of Yard Waste.** Franchisee's basic service shall include the collection of a subscriber's yard waste either (a) at the collection center or (b) at curbside. If Franchisee's basic service includes the collection of a subscriber's yard waste at curbside, Franchisee shall collect such yard waste at curbside on a collection day designated by Franchisee at least one (1) time every other week. If Franchisee's basic service includes the collection of a subscriber's yard waste at the collection center, Franchisee may upon request of a subscriber collect a subscriber's yard waste at curbside as an additional service.

**11. Collection of Residential Recycling Materials.** Franchisee's basic service shall include the collection of a subscriber's residential recycling materials either (a) at the collection center or (b) at curbside. If Franchisee's basic service includes the collection of a subscriber's residential recycling materials at curbside, Franchisee shall collect such residential recycling materials at curbside on a collection day designated by Franchisee at least one (1) time every other week. If Franchisee's basic service includes the collection of a subscriber's residential recycling materials at the collection center, Franchisee may upon request of a subscriber collect a subscriber's residential recycling materials at curbside as an additional service. Franchisee shall ensure all residential recycling materials it collects from its subscribers are processed for recycling and are not disposed in a landfill. In the event Franchisee is unable to dispose of a certain type or types of recyclable materials for recycling, and with prior written approval of the County Manager, Franchisee may notify its subscribers that they shall not include such certain type or types of recyclable materials in the residential recycling materials they deliver to Franchisee for collection either at the collection center or at curbside. Franchisee shall not be responsible for the collection of any residential recycling materials at curbside or at the collection center if residential garbage is mixed with such residential recycling materials.

**12. Back-Door Pick-up.** Franchisee shall provide back-door pick-up of residential garbage from each of its subscribers who is because of injury or infirmity unable to place his or her solid waste cart at curbside provided no other resident of the subscriber's residential premise is able to place the subscriber's solid waste cart at curbside. If Franchisee collects residential recycling materials at curbside, Franchisee shall provide back-door pick-up of residential recycling materials from each of its subscribers who is because of injury or infirmity unable to place his or her recycling container at curbside provided no other resident of the subscriber's residential premise is able to place the subscriber's recycling container at curbside. Franchisee shall accept the written statement of a physician of the subscriber's lack of ability to place the subscriber's solid waste

collection cart and/or recycling container at curbside as sufficient evidence and proof of the subscriber's lack of such ability.

**13. Uniform Fee.** Franchisee shall charge each of its subscribers the same uniform fee for basic service and the same uniform fee or fees for additional services provided pursuant to this Franchise.

**14. Pricing for Basic Service.** Franchisee shall not charge its subscribers in excess of \$20.00 per month for the basic service Franchisee provides pursuant to this Franchise.

**15. Additional Services.** In addition to its basic service, Franchisee may offer and provide its subscribers additional services and charge uniform fees determined by Franchisee therefor; provided, however, if Franchisee's basic service includes the collection of bulky items, yard waste, or residential recycling materials at the collection center, Franchisee may provide its subscribers who are because of injury or infirmity unable to use the collection center a discounted fee in such amount as Franchisee determines for the additional service or services of curbside collection of bulky items, yard waste, or residential recycling materials provided such discounted fee is uniform for all such subscribers who are because of injury or infirmity unable to use the collection center.

**16. Days and Hours of Curbside Collection.** Franchisee shall collect residential solid waste at curbside, whether as a basic service or as an additional service, only on weekdays between the hours of 7:00 a.m. and 7:00 p.m. except to perform emergency work or service required to safeguard the immediate health, safety, and general welfare of the public.

**17. Collection from Persons Other than Franchisee's Subscribers.** Franchisee may collect bulky items, yard waste, and/or residential recycling materials, whether at curbside or at the collection center, from persons other than its subscribers for such fee or fees to which Franchisee and such other persons agree.

**18. Franchisee's Vehicles.**

(a) Franchisee shall collect residential garbage from its subscribers in vehicles specifically designed for the collection of residential garbage. Such vehicles shall have fully enclosed leak resistant compaction bodies. Franchisee shall provide a sufficient number of such vehicles for the curbside collection of residential garbage from Franchisee's subscribers.

(b) If Franchisee collects any of bulky items, yard waste, or residential recycling materials at curbside, whether as a basic service or as an additional service, Franchisee shall provide a sufficient number of vehicles for the curbside collection thereof from Franchisee's subscribers.

(c) Franchisee shall ensure that solid waste it transports by its vehicles does not spill, leak, or blow from such vehicles.

(d) Each vehicle Franchisee uses to provide residential solid waste collection services shall be kept in good repair, appearance, and a sanitary condition at all times.

(e) Each vehicle Franchisee uses to provide residential solid waste collection services shall be clearly and prominently marked on both its left and right sides with Franchisee's name and telephone number.



**19. Additional Solid Waste Carts; Additional Recycling Containers.**

(a) Franchisee shall furnish one (1) solid waste cart to each of its subscribers at no charge. Franchisee shall maintain its solid waste carts in a reasonably good condition. Franchisee shall supply one (1) or more additional solid waste carts to any of its subscribers upon request and may charge such subscribers an additional monthly fee of up to \$5.00 for each additional solid waste cart supplied and the curbside collection of residential garbage associated with each additional cart supplied. Franchisee shall repair or replace its solid waste carts at no charge to its subscriber if such repair or replacement is due to reasonable wear and tear. Franchisee may charge a subscriber for the cost of repair or replacement of solid waste carts if such repair or replacement is required as a result of a subscriber's excessive abuse, neglect, or damage, or due to fire or theft.

(b) If Franchisee collects residential recycling materials at curbside, Franchisee shall furnish one (1) recycling container to each of its subscribers at no charge. Franchisee shall maintain its recycling containers in a reasonably good condition. If Franchisee collects residential recycling materials at curbside, Franchisee shall supply one (1) or more additional recycling containers to any of its subscribers from whom it collects residential recycling materials at curbside upon request and may charge such subscribers an additional monthly fee of up to \$5.00 for each additional recycling container supplied and the curbside collection of residential recycling materials associated with each additional cart supplied. Franchisee shall repair or replace its recycling containers at no charge to the subscriber if such repair or replacement is due to reasonable wear and tear. Franchisee may charge subscribers for the cost of repair or replacement of recycling containers if such repair or replacement is required as a result of a subscriber's excessive abuse, neglect, or damage, or due to fire or theft.

**20. Subscription Fees.** Franchisee shall not charge its subscribers a subscription fee or any other fee upon subscription.

**21. Termination Fees.** Franchisee may charge a subscriber a termination fee or such other fee upon termination of the subscriber's subscription in any amount to which Franchisee and its subscriber agree.

**22. Suspension of Curbside Collection on Holidays.** Franchisee may suspend the collection of residential solid waste which Franchisee collects at curbside, either as a basic service or as an additional service, on holidays observed by the County provided Franchisee collects such residential solid waste within the two (2) business days before or after such holiday and provides at least seven (7) days' advance notice to affected subscribers of the suspension of such service and the day on which such service will be provided.

**23. Hours of Operation of Collection Center.** If Franchisee operates the collection center, it shall operate such center at least during the following hours: 7:00 a.m. to 7:00 p.m. each Friday, Saturday, and Monday, and 1:00 p.m. to 7:00 p.m. each Sunday, excepting holidays observed by the County.

**24. Staffing and Operation of Collection Center.** If Franchisee operates the collection center, it shall staff the collection center with a sufficient number of trained employees to handle efficiently, adequately, and timely the vehicular traffic through the collection center and the

volume of residential solid waste delivered to the collection center and to assist subscribers delivering solid waste to the collection center. Franchisee may adopt and enforce reasonable rules consistent with industry practice for the efficient operation of the collection center provided such rules are not inconsistent with the Ordinance or this Franchise and are approved in advance in writing by the County Manager.

**25. Equipment and Containers.** If Franchisee operates the collection center, it shall equip such collection center with sufficient equipment and containers to handle efficiently, adequately, and timely the volume of residential solid waste delivered to the collection center. Franchisee shall keep such equipment and containers in good repair, appearance, and sanitary condition at all times. Upon termination of this Franchise, or termination of Franchisee's license to the collection center prior thereto, Franchisee shall, at its sole expense, remove all of its equipment, containers, and any other property from the collection center.

**26. Cost of Operation of Collection Center.** If Franchisee operates the collection center, it shall be responsible for and shall indemnify and hold the County harmless for all costs, expense, and risk of and associated with operating the collection center.

**27. Maintenance and Appearance of Collection Center.** If Franchisee operates the collection center, it shall be responsible for the maintenance and neat appearance of the collection center, including without limitation keeping the premises free of litter, mowing any grass on the premises, and trimming any shrubbery on the premises.

**28. Information and Educational Materials.** Franchisee shall provide information and educational materials to the public and specifically its subscribers regarding the residential solid waste collection services Franchisee provides pursuant to this Franchise. The information and materials which Franchisee provides its subscribers shall include (a) Franchisee's curbside collection schedules, (b) at least seven (7) days' advance notice to subscribers of holidays on which the franchisee will suspend the collection of solid waste at curbside and the alternative day on which such service will be provided, (c) at least fourteen (14) days' advance notice of any other change in a subscriber's designated collection day, (d) the hours of operation of the collection center, (e) information regarding the obligations and responsibilities of subscribers under the Ordinance, including the obligations of subscribers regarding the placement of residential solid waste at curbside and the removal of solid waste carts and recycling containers from curbside, and (f) at least sixty (60) days' advance notice of any change in Franchisee's fees to its subscribers, including any change in Franchisee's fee for basic service, fees for additional solid waste carts and recycling containers, and fees for additional services.

**29. Franchise Fees.** During the term of the Franchise, Franchisee shall pay a franchise fee to the County for the regulation in Lowndes County of residential solid waste, residential solid waste collection services, the administration and enforcement of the Solid Waste Ordinance, and the administration and enforcement of this Franchise. Such franchise fee shall be paid at the rate of \$3.00 per ton of residential garbage collected by Franchisee in the unincorporated area pursuant to this Franchise. Such franchise fee shall be paid on a monthly basis, with Franchisee paying to the County by the last day of each calendar month the franchise fee due for residential garbage collected by Franchisee in the unincorporated area or otherwise from residents during the

immediately preceding calendar month. Each payment by Franchisee of the franchise fee shall be accompanied by a written statement, certified by an officer of Franchisee or executive level manager responsible for the area or region of Franchisee's operations that includes Lowndes County, showing in such form and detail as the County Manager may prescribe, the total tonnage of residential garbage collected by Franchisee in the unincorporated area during the calendar month for which such franchisee fee is being paid, the calculation of such franchise fee then being paid by Franchisee, and also accompanied by copies of landfill weight tickets evidencing such total tonnage and such other information as the County Manager may from time to time require.

**30. Billing and Collection.** Franchisee shall be solely responsible for the billing and collection of its charges to its subscribers and shall bear all cost, expense, and risk in connection therewith, including nonpayment by any subscriber.

**31. Disposal of Solid Waste.** Franchisee shall dispose residential garbage collected by it from its subscribers at curbside and at the collection center only at the Evergreen Landfill on Wetherington Lane, Valdosta, Georgia or at such other lawfully permitted or licensed disposal facility approved in advance in writing by the County Manager and shall be responsible for and indemnify and hold the County harmless from all risk and the payment of all costs and fees associated with such disposal.

**32. Prohibition Against Commingling.** Franchisee shall not commingle residential solid waste collected from residents pursuant to this Franchise with any commercial solid waste or any other solid waste originating from elsewhere within the County or from outside the County.

**33. Title and Ownership of Waste.** Title to and ownership of residential solid waste collected by Franchisee from residents pursuant to this Franchise shall pass to Franchisee once it is placed in a vehicle or other equipment under control of Franchisee or received by Franchisee at the collection center.

**34. Indemnity.** Franchisee shall, at its sole cost and expense, fully indemnify, defend, and hold harmless the County, its officers, boards, commissioners, employees, representatives, and agents from and against any and all claims, suits, actions, fines, penalties, liability, costs, loss, damage, and judgments of any kind, including personal injury and/or death, and including reasonable attorneys' fees, expenses, and costs of settlement, arising from or relating to Franchisee's negligence or willful misconduct during the collection, transportation, or disposal of solid waste, whether or not the act or omission complained of is authorized, allowed, or prohibited by this Franchise or the Solid Waste Ordinance, and from any breach or violation by Franchisee of this Franchise or the Solid Waste Ordinance.

**35. Performance Bond.** Before providing residential solid waste collection services pursuant to this Franchise and at all times during the term of this Franchise, Franchisee shall furnish to the County and maintain in effect a surety bond in the amount of \$250,000 issued by a financially sound and reputable corporate surety authorized to do business in the State of Georgia reasonably acceptable to the County as security for Franchisee's performance of each and every of its obligations under this Franchise and the Solid Waste Ordinance.

**36. Insurance.**

(a) Franchisee shall maintain in full force and effect insurance of the types and in the amounts set forth below. Franchisee shall furnish to the County with its execution and delivery of this Franchise and annually thereafter if this Franchise is renewed, or at any time upon the County’s request, certificates of insurance or other evidence satisfactory to the County to the effect that such insurance has been procured and is in force and certifying that the County shall receive at least thirty (30) days’ notice prior to any modification, revocation, cancellation, or non-renewal of said insurance. No such insurance shall have a self-insured retention amount in excess of \$10,000.

<u>Coverages</u>	<u>Limits of Liability</u>
Worker’s Compensation	Statutory
General Liability and Property Damage (except automobile)	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Bodily Injury and Property Damage Liability	Statutory \$500,000
Excess Liability Umbrella	\$2,000,000 aggregate
Pollution and Environmental Liability and Remediation Coverage	\$1,000,000 per occurrence

Franchisee shall ensure the County is named as an “Additional Insured” on each such policy.

(b) All insurance contracts or policies procured by Franchisee pursuant to the above insurance schedule shall be in a form reasonably satisfactory to the County and shall be issued and maintained by companies authorized to do business in the State of Georgia and reasonably acceptable to the County.

(c) Any failure to provide such evidence of, or to maintain, insurance as required by this section shall be grounds for termination of this Franchise.

**37. Reporting.** Franchisee shall submit to the County Manager a written report no later than forty-five (45) days prior to the termination of this Franchise, whether or not Franchisee has sought or intends to seek renewal of this Franchise, providing the following information regarding Franchisee’s provision of residential solid waste collection services pursuant to this Franchise as of the date which is two (2) months prior to the expiration of this Franchise (the “date of report”) or covering the period up to ten (10) months immediately preceding such date of report (the “period of report”), as applicable, in such format as may be requested by the County Manager:

- the name and address of each of Franchisee’s subscribers as of such date of report,
- the name and address of each subscriber to whom Franchisee has provided a recycling container as of such date of report,
- the quantities by tonnage of residential garbage collected by Franchisee pursuant to this Franchise each month during such period of report
- the quantities by tonnage of bulky items collected by Franchisee pursuant to this Franchise each month during such period of report (a) at the collection center and (b) at curbside
- the quantities by tonnage of yard waste collected by Franchisee pursuant to this Franchise each month during such period of report (a) at the collection center and (b) at curbside

- the quantities by tonnage of residential recycling materials collected by Franchisee pursuant to this Franchise each month during such period of report (a) at the collection center and (b) at curbside
  - a log of missed collections occurring during such period of report, including for each missed collection the subscriber's name and address and the date of the missed collection
  - a log of accidents involving personal injuries or property damage arising out of Franchisee's provision of residential solid waste collection service pursuant to this Franchise occurring during such period of report, including for each accident the date and location and a summary of the accident
  - a log of complaints made by Franchise's subscribers to Franchisee during such period of report, including for each complaint the name and address of the complaining subscriber and the date and a summary of the complaint including its resolution,
- and any other information maintained by Franchisee requested by the County Manager.

**38. Franchisee's Records.** Franchisee shall maintain accurate and complete books, accounts, and records arising out of or related to its operations under this Franchise, including without limitation, the subscribers it from time to time serves, each specific service Franchisee offers as a part of its residential solid waste collection services provided hereunder, complaints it may receive and their resolution, the quantities by calendar month of residential solid waste collected from residents of the unincorporated area, and the quantities of such residential solid waste disposed of by date and location at each disposal facility or location. Franchisee's books, accounts, and records arising out of or related to its operations under this Franchise shall at all times be open to inspection, examination, audit, and copying by authorized employees, representatives, and agents of the County. Such books, accounts, and records shall be kept at Franchisee's local office in Lowndes County.

**39. Local Office.** Franchisee shall maintain a local office and a published local telephone number in Lowndes County which shall be open for business at all times between the hours of at least 8:00 a.m. and 5:00 p.m. of each business day, excepting Saturday, Sunday, and holidays observed by Lowndes County. Such local office shall be staffed by a sufficient number of trained employees to efficiently and timely handle the volume of transactions, inquiries, complaints, and other business at such local office, and who shall be available at such office and telephone number for subscribers, other County citizens, and the County's employees, representatives, and agents, to discuss or refer any complaint, inquiry, billing or payment issue, or initiation, modification, or termination of a subscriber's service, or to otherwise communicate and transact business regarding Franchisee's residential solid waste collection services. In doing so, Franchisee shall maintain a subscriber service system reasonably equipped, staffed, and designed to promptly and courteously resolve disputes with or complaints by its subscribers. Franchisee shall provide to each of its subscribers and to the County a written policy specifying the terms, conditions, and fees for each and every service provided its subscribers. Such policies shall be subject to and not conflict with the provisions of this Franchise and the Solid Waste Ordinance.

**40. Complaints.** All subscriber complaints about residential solid waste collection services provided by Franchisee shall be made directly to the Franchisee, which shall give prompt and courteous attention and follow up to each complaint. In the case of alleged missed scheduled

collection, Franchisee shall investigate and, if such allegations are confirmed, shall arrange for the collection of the residential solid waste not collected within two (2) business days after the complaint is received.

**41. Compliance with Solid Waste Ordinance and Other Applicable Laws.** Franchisee shall operate and provide its residential solid waste collection services and any and all of its activities arising from or related to such services strictly in accordance with the conditions, terms, provisions, requirements, and obligations of this Franchise, the Solid Waste Ordinance, other applicable ordinances of the County, and all other applicable federal and state statutes, rules, and regulations.

**42. Order of Precedence.** In case of conflict between the terms of this Franchise and any of the following, the order of precedence shall be (a) applicable federal statutes, rules, and regulations, (b) applicable state statutes, rules and regulations, (c) the Solid Waste Ordinance, (d) other ordinances of Lowndes County, (e) this Franchise.

**43. Georgia Illegal Immigration Legislation.** This Franchise is and shall be conditioned upon Franchisee's having provided to the County prior to issuance of this Franchise (a) evidence required by OCGA § 36-60-6 that Franchisee is authorized to use the Federal Work Authorization Program (or evidence that it is not required by OCGA § 36-60-6 to provide such evidence) and (b) evidence pursuant to OCGA § 50-36-1 that Franchisee is lawfully present in the United States. Franchisee shall utilize the Federal Work Authorization Program as required by OCGA § 36-60-6.

**44. Independent Status; No Agency.** Franchisee shall be, and is, an independent operator, and is not an agent, contractor, or employee of the County and is operating its residential solid waste collection service and business in its own manner and method subject to the overall requirements of this Franchise and the Solid Waste Ordinance and at its sole risk and expense. Franchisee and its officers, employees, agents, and representatives shall have no authority, express or implied, to act on behalf of or bind the County in any capacity whatsoever as agent or otherwise.

**45. Non-Transferability of Franchise.** This Franchise shall not be transferable or assignable in whole or in part without the prior written consent of the County, which consent shall not be unreasonably withheld. Any direct or indirect change in ownership or control of Franchisee shall be considered an assignment of this Franchise. Any successor to the business or operations of the Franchisee shall be required to obtain its own franchise pursuant to the Solid Waste Ordinance.

**46. Taxes, Fees, Assessments.** In addition to franchise fees and rebates paid pursuant to this Franchise, Franchisee shall pay to Lowndes County any other taxes, fees, and other assessments imposed by Lowndes County, including occupation taxes, applicable to Franchisee.

**47. Permits and Licenses.** In addition to this Franchise, Franchisee shall also obtain any governmental permits and licenses applicable to Franchisee's residential solid waste collection service, business and operations which are required of Franchisee by any government or agency.

**48. Notice.** All notices and other communications under this Franchise 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 telecopier, or by prepaid commercial overnight courier maintaining written records of delivery, and shall be deemed to have been duly given, served, 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 County:

Lowndes County  
327 North Ashley Street  
Valdosta, Georgia 31601  
Attention: County Manager  
Fax: (229) 245-5259

with a copy (which shall not constitute notice) to:

Elliott, Blackburn, & Gooding, P.C.  
3016 North Patterson St.  
Valdosta, Georgia 31602  
Attention: Walter Elliott  
Fax: (229) 242-0696

If to Franchisee:

Deep South Sanitation, LLC  
205 Tucker Road  
Valdosta, Georgia 31606  
Attention: Cary Scarborough  
dssanitation@att.net

with a copy (which shall not constitute notice) to:

Langdale Vallotton, LLP  
1007 North Patterson St.  
Valdosta, Georgia 31601  
Attention: Robert Plumb  
Fax: (229) 244-0453

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

**49. Amendment.** This Franchise may be amended only by a writing signed by both parties hereto.



**50. Waiver.** Any waiver of any breach of this Franchise or violation of the Solid Waste Ordinance shall not be considered a waiver of any other breach, nor of a subsequent breach of this Franchise or violation of the Solid Waste Ordinance.

**51. Severability.** To the extent any provision of this Franchise 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 Franchise.

**52. Governing Law.** This Franchise 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.

**53. Remedies for Breach or Violation.** In the event of an alleged breach of any of the terms or conditions of this Franchise or violation of the Solid Waste Ordinance by Franchisee, the County shall provide written notice of such breach or violation to Franchisee, which notice shall specify the alleged breach or violation in reasonable detail. If within twenty (20) days from the date of such notice, Franchisee has either failed to correct the breach or violation or reach an agreement with the County on a mutually satisfactory solution, then the County may, within thirty (30) days of such notice of such breach or violation, give additional notice to Franchisee requiring Franchisee to appear before the Board of Commissioners at such time specified by the Board of Commissioners, to show cause why this Franchise should not be terminated. After such meeting, the Board of Commissioners may elect:

(a) to terminate this Franchise effective thirty (30) days from the date of written notice of such termination,

(b) to extend the time to allow Franchisee to cure the breach or violation,

(c) to impose sanctions not in excess of \$100 per day or fraction thereof during the period each such breach or violation continues uncured for the first ten (10) days of such breach or violation; not in excess of \$250 per day or fraction thereof during the 11<sup>th</sup> through 20<sup>th</sup> day each such breach or violation continues without cure; and not in excess of \$500 per day or fraction thereof during the period each such breach or violation continues uncured after twenty (20) days, or

(d) to impose other remedies lawfully available to the County without terminating this Franchise.

**54. Attorneys' Fees.** In the event of an action at law or in equity by the County to enforce any provision of this Franchise or the Solid Waste Ordinance against Franchisee, Franchisee shall pay to the County all reasonable attorneys' fees, expenses, and costs incurred by the County in enforcing this Franchise or the Solid Waste Ordinance against Franchisee.

**55. Jurisdiction; Venue.** In the event either party commences a lawsuit or other proceeding relating to or arising from this Franchise or the Solid Waste Ordinance, the parties agree and consent to the jurisdiction of the state or federal courts having jurisdiction over Lowndes County, Georgia for and over any such lawsuit or other proceeding that may arise under or in connection with this Franchise. The location of any of such courts shall be proper venue for any such lawsuit or judicial proceeding and the parties hereto waive any objection to such venue.

**56. Third-Party Beneficiaries.** This Franchise shall not benefit nor confer any rights or remedies on any person or entity other than the County and Franchisee and their respective permitted successors and assigns.

**57. Nondiscrimination.** Franchisee shall not discriminate against any person because of race, sex, creed, color, religion, or national origin in the offering or performing of Franchisee's residential solid waste collection disposal services.

**58. Request for Renewal; No Vested Right to Renewal.** Franchisee may request renewal of this Franchise; provided, however, and notwithstanding anything in this Franchise to the contrary, Franchisee has no vested or contract right in any such renewal.

**59. Section Headings.** The section headings herein are intended for reference and shall not by themselves determine the construction or interpretation of this Franchise.

**60. 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.

**61. Authority of Franchisee.** Franchisee warrants that Franchisee has the full right, power, legal capacity, and authority to accept and to enter into this Franchise and to perform each of the conditions, terms, requirements, provisions, and obligations of Franchisee set forth herein and that the execution of this Franchise by and on behalf of Franchisee has been duly authorized by Franchisee.

**62. Execution in Counterparts.** This Franchise may be executed in two or more counterparts which when so executed shall constitute one and the same document.

**63. Entire Agreement.** This Franchise sets forth the entire agreement of the parties and all conditions, terms, requirements, provisions, and obligations of the Franchise issued and granted by the County to Franchisee for the provision of residential solid waste collection services within and serving the unincorporated area and residents of the unincorporated area.

**64. Time is of the Essence.** Time is of the essence in the performance of this Franchise.

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

(signatures continued on following page)

**BOARD OF COMMISSIONERS OF  
LOWNDES COUNTY, GEORGIA**

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

**DEEP SOUTH SANITATION, LLC**

By: \_\_\_\_\_  
Cary Scarborough

Exhibit A

Gil Harbin Industrial Boulevard Collection Center

The real property located at 345 Gil Harbin Industrial Boulevard, Lowndes County, Georgia, within the fence illustrated in red on the attached aerial photograph identified as Gil Harbin Industrial Boulevard Collection Center.



An aerial photograph of an industrial area. A red rectangular box highlights a specific site. The site contains several large, light-colored rectangular structures, possibly storage tanks or collection units, arranged in a row. There are also some smaller buildings and a paved area. To the left of the highlighted area, a road is labeled "GIL HARBIN INDUSTRIAL BLVD" in yellow text. The surrounding area is mostly green, suggesting grass or trees, with some other industrial buildings and parking lots visible in the background.

GIL HARBIN INDUSTRIAL BLVD

Gil Harbin Industrial Boulevard  
Collection Center



LOWNDES COUNTY BOARD OF COMMISSIONERS  
COMMISSION AGENDA ITEM

SUBJECT: FY 2020 Staffing for Adequate Fire and Emergency Response (SAFER)  
Grant Application

Work Session/Regular  
Session

DATE OF MEETING: March 23, 2021

BUDGET IMPACT: \$2,149,692.26 (100% reimbursed by grant)

FUNDING SOURCE:

( ) Annual

( ) Capital

(X) FEMA Funding: \$2,149,692.26

( ) SPLOST

( ) TSPLOST

COUNTY ACTION REQUESTED ON: Approval for Staff to submit an application for the FY 2020 SAFER Grant

HISTORY, FACTS AND ISSUES: The Federal Emergency Management Agency (FEMA) recently announced the application period for the Staffing for Adequate Fire and Emergency Response (SAFER) Grant Program. FEMA currently has \$355 million in funding to be awarded to fire departments across the nation through this highly competitive grant process. The purpose of the SAFER Grant Program is to provide funding directly to fire departments and volunteer firefighter interest organizations to assist with increasing the number of firefighters to help communities meet industry minimum standards, to attain 24-hour staffing to provide adequate protection from fire and fire-related hazards, and to fulfill traditional missions of fire departments.

The hiring of additional full time firefighters is consistent with Lowndes County's goal of expanding the fire service locally. As such, Lowndes County Fire Rescue is seeking to apply for a SAFER Grant which would fund the hiring of 12 additional full time fighters and fully fund their salary and benefits for a period of 3 years. This grant requires no matching funds, however, it provides funding for salary and fringe benefits only. The cost of other items such as, entry physical, uniforms, safety equipment, etc. would be the responsibility of Lowndes County.

OPTIONS:      1. Authorize staff to submit FY 2020 SAFER Grant application for 12 Full Time Firefighter Positions  
                    2. Board's Pleasure

RECOMMENDED ACTION: Approve

DEPARTMENT: Emergency Management

DEPARTMENT HEAD: Ashley Tye

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

LOWNDES COUNTY BOARD OF COMMISSIONERS  
COMMISSION AGENDA ITEM

SUBJECT: Bid for Breathing Air Machine for the Fire Department

Work Session/Regular Session

DATE OF MEETING: March 23, 2021

BUDGET IMPACT: \$43,490.00

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: Bid for Breathing Air Machine for the Fire Department

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HISTORY, FACTS AND ISSUES: Lowndes County solicited bids for a new breathing air machine to replace an aging unit. The existing unit will stay in service until end of use and the new unit will be placed at the station in Clyattville. With this, there will be units at both ends of the county as well as at Station 10. The Fire Department currently has two (2) Mako units. Responsive bids were received from four (4) vendors:

B&T Enterprises- Mako - Sharpsburg, GA - \$43,490.00  
Vitco - Centaur 2 Stallion - Macon, GA - \$44,900.00  
Breathing Air Sys - Bauer - Reynoldsburg, OH - \$45,367.30  
NAFECO - Eagle Air Talon - Decatur, AL - \$52,768.00

OPTIONS: 1. Award the bid to B&T Enterprises  
2. Board's Pleasure

RECOMMENDED ACTION: Board's Pleasure

DEPARTMENT: Finance

DEPARTMENT HEAD: Stephanie Black

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS: