

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: Crowder Gulf Disaster Debris Removal Contract Renewal with Updated Pricing

DATE OF MEETING: December 14, 2021

Work Session/Regular Session

BUDGET IMPACT: None

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: Approval of Updated Fee Schedule and Contract Renewal with Crowder Gulf, Inc.

HISTORY, FACTS AND ISSUES: On November 10, 2020, the Lowndes County Board of Commissioners entered into pre-event contracts with three qualified contractors for the removal of disaster related debris in the event local resources were to become overwhelmed. The contracts were for a one year period with a renewal option for up to an additional (4) one year periods. The primary awardee, Ashbritt and the tertiary awardee, Southern Disaster Recovery are not seeking any changes however, the secondary awardee, Crowder Gulf is requesting a pricing increase equal to the increase in the Consumer Pricing Index since the initial award, which is 5.4%. They have provided an updated fee schedule which reflects the increase on each of the items and/or services included with their original proposal.

OPTIONS: 1. Accept the updated pricing proposal and authorize the Chairman to sign the renewal letter with Crowder Gulf.
2. Board's Pleasure

RECOMMENDED ACTION: Board's Pleasure

DEPARTMENT: Emergency Management

DEPARTMENT HEAD: Ashley Tye

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

CrowderGulf

Disaster Recovery and Debris Management

5629 Commerce Boulevard East
Mobile, Alabama 36619

Office: (800) 992-6207
Fax: (251) 459-7433

July 28, 2021

Ms. Paige Dukes
County Manager
Lowndes County
327 N Ashley St., 3rd Floor
Valdosta, GA 31601

via email: cmanager@lowndescounty.com

Re: Contract Renewal for Debris Removal Services, RFP #LC-2020-6705

Dear Ms. Dukes

On November 10, 2020, Lowndes County entered into a contract with CrowderGulf for Debris Removal Services. The Contract term shall be for a one (1) year period beginning from and after the Effective Date, plus any renewals of this agreement as permitted hereunder, unless otherwise terminated as provided herein. This Agreement shall automatically renew for up to four (4) additional one (1) year terms, unless sooner terminated.

According to the Contract, Article 16, the Contract may be modified in writing by Amendment executed by both the County and the Contractor. From June 2020 to June 2021, the consumer price index for urban consumer (CPIU) rose 5.4 percent. At this time CrowderGulf is requesting a price increase of 5.4 percent.

If Lowndes County is in agreement to renew the contract, please sign the renewal acceptance below and return to CrowderGulf. Upon execution of this acknowledgement the contract will continue with the updated pricing sheet (attached) until its new expiration date of November 09, 2022.

We appreciate the opportunity to renew this contract and stand ready to respond in the event the community of Lowndes County requests our services. If you have any questions or if we can be of any further assistance please do not hesitate to contact me at 800-992-6207 or by e-mail jramsay@crowdergulf.com.

Best regards,



Ashley Ramsay-Naile
President

RENEWAL ACCEPTANCE – Lowndes County, GA

Signature

Name/Title

Date

Attachment A - Pricing Schedule
(This information is required but will not be used for
evaluation purposes)

Emergency Debris Clearance (Push)

<i>ALL EQUIPMENT RATES BELOW INCLUDE OPERATOR, FUEL AND MAINTENANCE COSTS</i>	
CONTRACTOR NAME:	CrowderGulf, LLC.
Personnel/Equipment	Hourly Rate
Stump Grinder	\$105.40
50' Bucket Truck	\$126.48
Service Trucks	\$79.05
Tractor with Box Blade	\$79.05
Water Truck (2000 gal.)	\$79.05
Motor Grader	\$126.48
Climber with Gear	\$128.59
Superintendent with Truck	\$79.05
Foreman with Truck	\$68.51
Operator with Chainsaw	\$44.27
Traffic Control Personnel	\$40.05
Laborer	\$36.89
Field Project Foreman	\$68.51
Administrative Assistant	\$40.05
Clerical	\$36.89
Trackhoe, CAT 330 or Equiv.	\$147.56
Bulldozer	\$63.24
Aerial Lift, Self-Propelled, Maximum platform height, 37 feet, Horsepower to 15, Articulated, Telescoping, Scissor	\$31.62
Aerial Lift, Self-Propelled, Maximum platform height, 60 feet, Horsepower to 30, Articulated, Telescoping, Scissor	\$36.89
Aerial Lift, Self-Propelled, Maximum platform height, 70 feet, Horsepower to 50, Articulated, Telescoping, Scissor	\$46.38
Aerial Lift, Self-Propelled, Maximum platform height, 125 feet, Horsepower to 85, Articulated, Telescoping, Scissor	\$84.32
Aerial Lift, Self-Propelled, Maximum platform height, 150 feet, Horsepower to 130, Articulated, Telescoping, Scissor	\$126.48
Aerial Lift, Truck Mounted, Maximum platform height, 25 feet, Articulated, Telescoping, Scissor	\$28.46
Aerial Lift, Truck Mounted, Maximum platform height, 50 feet, Articulated, Telescoping, Scissor	\$53.75
Aerial Lift, Truck Mounted, Maximum platform height, 75 feet, Articulated, Telescoping, Scissor	\$73.78
Aerial Lift, Truck Mounted, Maximum platform height, 100 feet, Articulated, Telescoping, Scissor	\$145.45
Chipper Brush, Chipping Capacity, 6 Inches, To 35 Horsepower, Trailer Mounted	\$15.81
Chipper Brush, Chipping Capacity, 12 Inches, To 65 Horsepower, Trailer Mounted	\$17.92

Chipper Brush, Chipping Capacity, 16 Inches, To 100 Horsepower, Trailer Mounted	\$23.19
Chipper Brush, Chipping Capacity, 18 Inches, To 125 Horsepower, Trailer Mounted	\$29.51
Chipper Brush, Chipping Capacity, 18 Inches, To 200 Horsepower, Trailer Mounted	\$42.16
Chipper Brush, Chipping Capacity, 19 Inches, To 300 Horsepower, Trailer Mounted	\$63.24
Chipper Brush, Chipping Capacity, 19 Inches, To 450 Horsepower, Trailer Mounted	\$79.05
Chipper Brush, Chipping Capacity, To 650 Horsepower, Trailer Mounted	\$147.56
Crane, Maximum Lift Cap, 8 Metric Tons, To 80 Horsepower	\$42.16
Crane, Maximum Lift Cap, 15 Metric Tons, To 150 Horsepower	\$52.70
Crane, Maximum Lift Cap, 27 Metric Tons, To 200 Horsepower	\$158.10
Crane, Maximum Lift Cap, 45 Metric Tons, To 3000 Horsepower	\$210.80
Crane, Maximum Lift Cap, 70 Metric Tons, To 350 Horsepower	\$237.15
Crane, Maximum Lift Cap, 110 Metric Tons, To 450 Horsepower	\$289.85
Crane Truck Mounted, Maximum Lift Cap, 17,600 pounds	\$42.16
Crane Truck Mounted, Maximum Lift Cap, 33,000 pounds	\$59.02
Crane Truck Mounted, Maximum Lift Cap, 60,000 pounds	\$87.48
Crane Truck Mounted, Maximum Lift Cap, 120,000 pounds	\$126.48
Fork Lift, Capacity, 6,000 pounds, To 60 Horsepower	\$23.19
Fork Lift, Capacity, 12,000 pounds, To 90 Horsepower	\$37.94
Fork Lift, Capacity, 18,000 pounds, To 140 Horsepower	\$52.70
Fork Lift, Capacity 50,000, To 215 Horsepower	\$73.78
Loader, Skid Steer, Operating Capacity, 1,000 pounds, To 35 Horsepower	\$85.40
Loader, Skid Steer, Operating Capacity, 2,000 pounds, To 65 Horsepower	\$94.86
Loader, Skid Steer, Operating Capacity, 3,000 pounds, To 85 Horsepower	\$126.48
Loader, Skid Steer, Operating Capacity, 4,000 pounds, To 94 Horsepower	\$126.48
Loader, Wheel, Bucket Capacity, 0.5 Cubic Yard, To 38 Horsepower	\$126.48
Loader, Wheel, Bucket Capacity, 1 Cubic Yard, To 60 Horsepower	\$137.02
Loader, Wheel, Bucket Capacity, 2 Cubic Yard, To 105 Horsepower	\$147.56
Loader, Wheel, Bucket Capacity, 3 Cubic Yard, To 152 Horsepower	\$158.10
Loader, Wheel, Bucket Capacity, 4 Cubic Yard, To 200 Horsepower	\$168.64
Loader, Wheel, Bucket Capacity, 5 Cubic Yard, To 250 Horsepower	\$179.18
Loader, Wheel, Bucket Capacity, 6 Cubic Yard, To 305 Horsepower	\$189.72
Loader, Wheel, Bucket Capacity, 7 Cubic Yard, To 360 Horsepower	\$200.26
Loader, Wheel, Bucket Capacity, 8 Cubic Yard, To 415 Horsepower	\$221.34
Loader, Wheel, Bucket Capacity, 9 Cubic Yard, To 470 Horsepower	\$263.50
Loader, Wheel, Bucket Capacity, 10 Cubic Yard, To 530 Horsepower	\$295.12
Loader-Backhoe, Wheel, Bucket Capacity, 0.5 Cubic Yard, To 40 Horsepower	\$126.48
Loader-Backhoe, Wheel, Bucket Capacity, 1 Cubic Yard, To 70 Horsepower	\$85.40
Loader-Backhoe, Wheel, Bucket Capacity, 1.5 Cubic Yard, To 95 Horsepower	\$94.86
Loader-Backhoe, Wheel, Bucket Capacity, 1.75 Cubic Yard, To 115 Horsepower	\$105.40
Saw Concrete, Blade Diameter, 14 inch, To 14 Horsepower	\$10.54

Saw, Concrete, Blade Diameter, 26 inch, To 35 Horsepower	\$12.65
Saw, Concrete, Blade Diameter, 48 inch, To 65 Horsepower	\$15.81
Sweeper, Pavement, To 110 Horsepower	\$42.16
Sweeper, Pavement, To 150 Horsepower	\$52.70
Sweeper, Pavement, To 200 Horsepower	\$63.24
Trailer, Dump, Capacity, 20 Cubic Yard, Does not include prime mover	\$52.70
Trailer, Dump, Capacity, 30 Cubic Yard, Does not include prime mover	\$63.24
Trailer, Dump, Capacity 40 Cubic Yard, Does not include prime mover	\$79.05
Trailer, Equipment, Capacity 30 tons	\$137.02
Trailer, Equipment, Capacity 40 tons	\$137.02
Trailer, Equipment, Capacity 60 tons	\$147.56
Trailer, Equipment, Capacity 120 tons	\$158.10
Truck, Dump, Truck Capacity 8 Cubic Yard, To 210 Horsepower	\$68.51
Truck, Dump, Truck Capacity 10 Cubic Yard, To 235 Horsepower	\$79.05
Truck, Dump, Truck Capacity 12 Cubic Yard, To 255 Horsepower	\$89.59
Truck, Dump, Truck Capacity 18 Cubic Yard, To 330 Horsepower	\$100.13
Truck, Dump, Truck Capacity 28 Cubic Yard, To 400 Horsepower	\$110.67
Truck, Dump, Truck Capacity 40 Cubic Yard, To 460 Horsepower	\$137.02
Truck, Dump, Truck Capacity 50 Cubic Yard, To 620 Horsepower	\$137.02
Truck, Flatbed, Maximum Gross Vehicle Weight, 25,000 pounds, To 180 Horsepower	\$26.35
Truck, Flatbed, Maximum Gross Vehicle Weight, 30,000 pounds, To 215 Horsepower	\$31.62
Truck, Flatbed, Maximum Gross Vehicle Weight, 45,000 pounds, To 250 Horsepower	\$36.89
Truck, Flatbed, Maximum Gross Vehicle Weight, 50,000 pounds, To 300 Horsepower	\$47.43
Truck, Flatbed, Maximum Gross Vehicle Weight, To 375 Horsepower	\$52.70
Truck, Flatbed, Maximum Gross Vehicle Weight, To 450 Horsepower	\$57.97
Truck Knuckle Boom, add flatbed truck to truck mounted crane	\$84.32
Truck Pick-up, To 130 Horsepower	21.08
Truck Pick-up, To 180 Horsepower	\$23.19
Truck Pick-up, To 230 Horsepower	\$25.30
Truck Pick-up, To 280 Horsepower	\$27.40
Truck Tractor, To 210 Horsepower	\$52.70
Truck Tractor, To 265 Horsepower	\$63.24
Truck Tractor, To 310 Horsepower	\$73.78
Truck Tractor, To 350 Horsepower	\$84.32
Tub Grinder, To 400 Horsepower	\$316.20
Tub Grinder, To 500 Horsepower	\$368.90
Tub Grinder, To 600 Horsepower	\$421.60
Tub Grinder, To 700 Horsepower	\$495.38
Tub Grinder, To 800 Horsepower	\$553.35
Tub Grinder, To 900 Horsepower	\$632.40
Tub Grinder, 1,000 Horsepower	\$711.45

Attachment B - Pricing Schedule
(All items are required but only items 1-10 will be used for
evaluation purposes)

Debris Removal and Disposal

Contractor Name: CrowderGulf, LLC.

	Name and Description	Cost per Unit
1.	Vegetative storm debris picked up at the designated work zone, hauled to and dumped at a Temporary Debris Storage and Reduction Site (TDSRS)	
1.a.	Mileage Radius: 0-15 Miles	\$ 8.33 /cu.yd.
1.b.	16-30 Miles	\$ 8.75 /cu.yd.
1.c.	31-60 Miles	\$ 9.38 /cu. yd.
2.	Construction and Demolition debris hauled to and dumped at a COUNTY approved disposal site or landfill	
2.a.	Mileage Radius: 0-20 Miles	\$10.54/cu.yd.
2.b.	21-40 Miles	\$11.59/cu.yd.
2.c.	41-70 Miles	\$13.65/cu.yd.
3.	Validated load hauled tickets from the TDSRS for final processed vegetative debris at a COUNTY approved disposal or recycling facility	
3.a.	Mileage Radius: 0-20 Miles	\$4.16 /cu.yd.
3.b.	21-40 Miles	\$5.22 /cu.yd.
3.c.	41-70 Miles	\$6.27 /cu.yd.
4.	Tipping fees, fees for Vegetative and C&D (Construction and Demolition), shall be paid by CONTRACTOR and actual incurred cost shall be invoiced to the COUNTY for reimbursement	

5.	Management, Processing and Loading of all eligible debris and/or residue at the COUNTY owned TDSRS Including preparing and layout of site; management, maintenance and operation of the TDSRS; the receiving, sorting, segregation, processing and reduction of vegetative debris by grinding ; furnishing materials, supplies, labor, tools and equipment necessary to perform services; maintenance of internal roadways, providing traffic control, dust control, erosion control, inspection tower(s), lighting, fire protection, all required permits, environmental monitoring, and safety measures; loading reduced/stored debris and initiating load tickets for final disposition; and Closure and remediation of the TDSRS	: \$ 4.43 /cu.yd.
6.	Management, Processing and Loading of all eligible debris and/or residue at the COUNTY owned TDSRS Including preparing and layout of site; management, maintenance and operation of the TDSRS; the receiving, sorting, segregation, processing and reduction of vegetative debris by burning ; furnishing materials, supplies, labor, tools and equipment necessary to perform services; maintenance of internal roadways, providing traffic control, dust control, erosion control, inspection tower(s), lighting, fire protection, all required permits, environmental monitoring, and safety measures; loading reduced/stored debris and initiating load tickets for final disposition; and Closure and remediation of the TDSRS	: \$ 3.16 /cu.yd.
7.	<u>Hazardous trees</u> – Trees will be evaluated by the COUNTY and be designated to be cut down and hauled to the TDSRS for reduction. Trees will be measured in accordance with prevailing FEMA Policy.	
	Trees with branches remaining – FEE ONLY TO CUT TREE	
7.a.	6-12" Diameter	\$42.16 /tree
7.b.	13-24" Diameter	\$89.59 /tree
7.c.	25-48" Diameter	\$168.64 /tree
7.d.	> 48" Diameter	\$252.96 /tree
8.	Stump "Extrication" fee – All in Accordance with prevailing FEMA Policy.	
8.a.	Stumps 24 – 35.999" in diameter	: \$ 131.75 /ea
8.b.	Stumps 36" to 47.999" in diameter	: \$ 184.45 /ea
8.c.	Stumps greater than 48" in diameter	: \$ 237.15 /ea
	*For loose stumps placed on right of way by others, convert to cubic yards and haul as regular vegetative debris.	

9.	Hangers – Hangers will be considered any hanging/damaged limbs remaining in the tree(s) above the ROW of 2” or greater diameter at the point of break. The Contractor, at the direction of the COUNTY, will remove hangers for a unit price per tree, in accordance with prevailing FEMA Policy.	\$ 79.05 /tree
10.	Fallen Trees – The CONTRACTOR shall cut a fallen tree, which extends onto the ROW from private property, at the point where it enters the ROW. Vegetative debris will be placed on the ROW for collection as addressed under item #1. (a.)	\$ 73.78 /tree
11.	Fill Dirt – As identified and directed by the COUNTY, the CONTRACTOR shall place compatible fill dirt in ruts created by equipment and vehicles, holes created by removal of hazardous stumps and other areas that pose an imminent and significant threat to public health and safety	\$ 15.81 /cu.yd.
12.	Soil, Mud, Sand – The CONTRACTOR shall remove soil, mud and sand identified as disaster debris and hauled to a final disposition site within 30 miles in accordance with all federal, state and local rules, regulations and laws.	\$ 15.81 /cu.yd.
13.	Household Hazardous Waste – The CONTRACTOR shall remove household hazardous waste in accordance with all federal, state and local rules, regulations and laws.	\$ 6.32 /lb
14.	White Goods – The CONTRACTOR shall recycle all eligible white goods in accordance with all federal, state and local rules, regulations and laws	\$ 31.62 /unit
15.	Freon Recovery – The CONTRACTOR SHALL REMOVE AND RECOVER Freon from any white goods, such as refrigerators, freezers or air conditioners, at the TDSRS or final disposition site in accordance with all federal, state and local rules, regulations and laws	\$ 31.62 /unit
16.	Training and Assistance: The Contractor shall assist with the development of a debris management plan and provide one day of Debris Management training per year to the COUNTY staff, as arranged by the Emergency Management Division.	Included
17.	Mobilization and Demobilization – All arrangements necessary to mobilize and demobilize the CONTRACTOR’s labor force and machinery needed to perform the Scope of Services contained herein shall be made by the CONTRACTOR	Included
18.	Temporary Storage of Documents_– The CONTRACTOR shall provide storage of daily or disaster- related documents and reports for protection during the disaster event	Included

19.	Reporting and Documentation_– The CONTRACTOR shall provide and submit to the COUNTY all reports and documents as may be necessary to adequately document the Debris Recovery Services in accordance with FEMA requirements	Included
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Contractor acknowledges receipt of the following Addenda: (If none, state "NONE RECEIVED")

Addendum # _____, dated _____ Addendum # _____, dated _____

If awarded the contract, the contractor will provide proof of insurance as specified and proof of current LOWNDES COUNTY Occupational Tax Certificate to the Purchasing Department within five (5) days following issuance of the Notice of Award.

 Authorized Signature
 5629 Commerce Blvd. East
 Address _____

 Seal (If Incorporated)

 Tax ID #
 Mobile, AL 36619
 County _____ State _____ Zip _____
 800-992-6207 251-459-7433
 Telephone # _____ Fax # _____
 jramsay@crowdergulf.com
 Email _____

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: Resolution to Adopt Updated Lowndes County Hazard Mitigation Plan

DATE OF MEETING: December 14, 2021

Work Session/Regular Session

BUDGET IMPACT: None

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: Approval of Resolution to Adopt the Updated Lowndes County Hazard Mitigation Plan

HISTORY, FACTS AND ISSUES: In 2005, the Lowndes County Board of Commissioners adopted the Multi-Jurisdictional Pre-Disaster Mitigation Plan, which was officially approved by both The Georgia Emergency Management Agency (GEMA) and Federal Emergency Management Agency (FEMA) in February 2006. In accordance with the Disaster Mitigation Act of 2000, this plan must be updated every five (5) years. The first required update of the plan was approved in February 2012 and it was updated again in February 2017 in accordance with the Act. In January 2020, Lowndes County was awarded grant funding to assist with the costs of hiring a contractor to facilitate the next regularly scheduled plan update. Lowndes County subsequently contracted with the Southern Georgia Regional Commission, who worked with Lowndes County to perform the 2017 update, to complete the update process. The Southern Georgia Regional Commission, in conjunction with Lowndes County Emergency Management, coordinated the process which involved representatives from County and City departments as well as other nongovernmental stakeholders to develop the Lowndes County Multi Jurisdictional Hazard Mitigation Plan Update. As part of the process, two separate public meetings were held to solicit input from the general public and a draft version of the plan was submitted to GEMA for preliminary approval and then on to FEMA for final approval. Upon adoption of the resolution by the Board of Commissioners, the plan will be formally adopted and Lowndes County will remain eligible for future mitigation grant funding and disaster assistance.

OPTIONS:

1. Approve the resolution to adopt the updated Lowndes County Hazard Mitigation Plan and authorize the Chairman to sign the resolution.
2. Board's Pleasure

RECOMMENDED ACTION: Approve

DEPARTMENT: Emergency Management

DEPARTMENT HEAD: Ashley Tye

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

**Resolution for Adoption of Lowndes County Multi-Jurisdictional
Hazard Mitigation Plan Update**

WHEREAS; to be eligible for federal disaster assistance in the event of a presidentially declared disaster and mitigation assistance under the Hazard Mitigation Grant programs, local governments must have adopted or be actively developing a Hazard Mitigation Plan prepared in accordance with federal regulations promulgated pursuant to the Disaster Mitigation Act of 2000 ("the Act"); and

WHEREAS; Lowndes County, along with the cities of Dasher, Hahira, Lake Park, Remerton, and Valdosta adopted the Lowndes County Pre Disaster Mitigation Plan in 2005; and

WHEREAS; this original plan was officially approved by GEMA and FEMA in February 2006; and

WHEREAS; in accordance with requirements of the Act an updated plan is required to be submitted to FEMA through GEMA every five years; and

WHEREAS; the Lowndes County Emergency Management Agency, with the assistance of representatives from various other departments within Lowndes County and each of the cities, as well as volunteer and other nongovernmental agencies, has developed an updated plan to meet these requirements; and

WHEREAS; the updated plan is titled the "Lowndes County Multi Jurisdictional Hazard Mitigation Plan" ("the Plan"); and

WHEREAS; the Plan applies to unincorporated Lowndes County and the cities of Dasher, Hahira, Lake Park, Remerton, and Valdosta; and

WHEREAS; GEMA has notified the Lowndes County Emergency Management Agency that the Plan satisfies the requirements of the Act;

BE IT THEREFORE RESOLVED that the Lowndes County Board of Commissioners, meeting in regular session, hereby adopts the Plan.

SO RESOLVED this 14th day of December, 2021.

By _____
Bill Slaughter, Chairman

Attest _____
Belinda C. Lovern, County Clerk

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: Proposed Utilities Cost Adjustments

DATE OF MEETING: December 14, 2021

Work Session/Regular Session

BUDGET IMPACT: NA

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: Utilities Price Increase

HISTORY, FACTS AND ISSUES: The utility department has not had a price increase in several years on our meters, E-one pumps, or services provided. With our meter change-out, recent price increases on E-one pumps and related components, we are paying more for the items than we are charging. Additionally, the proposed fees for the services we provide are in line with comparable utilities. Staff recommends the proposed price increases be approved and become effective January 1, 2022.

OPTIONS: 1. Approve proposed utilities price increase.
2. Board's Pleasure

RECOMMENDED ACTION: Approve

DEPARTMENT: Utilities

DEPARTMENT HEAD: Steve Stalvey

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

Proposed Price Increases Effective 1-1-2022

	Current Cost to LC	Amount Charged	New Neptune Meter Cost to LC	Backflow Meter Box	Total	New Cost to Customer
E-One Complete	2,975.50	3,000.00	3,187.50	22.00	3,209.50	3,500.00
3/4" Meter		250.00	325.00	62.25	387.25	450.00
Irrigation Meter		250.00	325.00	122.25	447.25	500.00
1" Meter		300.00	425.00	86.64	511.64	575.00
1 1/2" Meter		500.00	765.00	368.92	1,133.92	1,250.00
2" Meter		850.00	885.00			1,000.00
3" Meter	2,933.33	3,250.00	3,265.00			3,500.00
4" Meter	2,733.66	4,250.00	4,136.00			4,500.00
6" Meter	5,600.00	6,250.00	6,675.00			7,000.00
8" Meter	9,066.66	10,000.00	11,500.00			12,000.00
Temp Water Service	50.00					
Turn on After Hours	75.00					
Meter Test	50.00					
Meter Box Replacement	125.00					
Tampering	250.00					
Illegal Connection Straight Pipe	1,000.00					
Lid Replacement	50.00					
Hydrant Meter Deposit	1,500.00					
Account Deposit	100.00					
Relocate a service	1,000.00					
Septic Hauler Fees	1.75/100gals					
Septic Hauler Truck Clean out	300					

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: Georgia Department of Transportation Local Maintenance and Improvement Grant (LMIG) Application

DATE OF MEETING: December 14, 2021

Work Session/Regular Session

BUDGET IMPACT: N/A

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: Georgia Department of Transportation Local Maintenance and Improvement Grant (LMIG) Application

HISTORY, FACTS AND ISSUES: As a part of the Georgia Department of Transportation Local Maintenance and Improvement Grant Program, Lowndes County has been allocated \$1,211,881.49 for FY 2022. As a part of this grant program, Lowndes County will be responsible for a minimum 10% match in local funding.

OPTIONS: 1. Approve LMIG Application and authorize the Chairman to sign the Application.
2. Board's Pleasure.

RECOMMENDED ACTION: Approve

DEPARTMENT: Engineering

DEPARTMENT HEAD: Chad McLeod

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

*Lowndes County
Board of Commissioners*

Bill Slaughter, Chairman



*Joyce E. Evans, District 1
Scott Orenstein, District 2
Mark Wisenbaker, District 3
Demarcus Marshall, Ph.D. District 4
Clay Griner, District 5*

Post Office Box 1349 • Valdosta, GA 31603-1349 • Phone (229) 671-2400 • Fax (229) 245-5222

December 3, 2021

Mr. Shannon Bradford
Georgia DOT
710 W 2nd Street
Tifton, GA 31794

Re: LMIG 2022

Mr. Bradford,

Attached is the completed Georgia Department of Transportation Local Maintenance & Improvement Grant (LMIG) Application for Fiscal Year 2022. Also attached is the 2022 LMIG Project Report for Lowndes County. As an update to the Fiscal Year 2021 LMIG Grant, Lowndes County has completed all of the resurfacing projects under the 2021 LMIG Grant. If you have any question regarding the 2021 Application and Project list or the 2020 update, please feel free to contact me.

Respectfully Submitted,

Bill Slaughter
Chairman

Cc: Paige Dukes, Lowndes County Manager
Michael Fletcher, P.E. County Engineer
Chad McLeod, Director of Engineering Services
Walt Deloach, Project Manager

**GEORGIA DEPARTMENT OF TRANSPORTATION LOCAL MAINTENANCE & IMPROVEMENT
GRANT (LMIG) APPLICATION FOR FISCAL YEAR 2022
TYPE OR PRINT LEGIBLY. ALL SECTIONS MUST BE COMPLETED.**

LOCAL GOVERNMENT AFFIDAVIT AND CERTIFICATION

I, _____ (Name), the _____ (Title), on behalf of _____ (Local Government), who being duly sworn do swear that the information given herein is true to the best of his/her knowledge and belief. Local Government swears and certifies that it has read and understands the LMIG General Guidelines and Rules and that it has complied with and will comply with the same.

Local government further swears and certifies that it has read and understands the regulations for the Georgia Planning Act of 1989 (O.C.G.A. § 45-12-200, et seq.), Service Delivery Strategy Act (O.C.G.A. § 36-70-20, et seq.), and the Local Government Budgets and Audits Act (O.C.G.A. 36-81-7 et seq.) and will comply in full with said provisions. Local government further swears and certifies that the roads or sections of roads described and shown on the local government’s Project List are dedicated public roads and are part of the Public Road System in said county/city. Local government further swears and certifies that it complied with federal and/or state environmental protection laws and at the completion of the project(s), it met the match requirements as stated in the Transportation Investment ACT (TIA).

Further, the local government shall be responsible for any claim, damage, loss or expense that is attributable to negligent acts, errors, or omissions related to the designs, drawings, specifications, work and other services furnished by or on behalf of the local government pursuant to this Application (“Loss”). To the extent provided by law, the local government further agrees to hold harmless and indemnify the DEPARTMENT and the State of Georgia from all suits or claims that may arise from said Loss.

If the local government fails to comply with these General Guidelines and Rules, or fails to comply with its Application and Certification, or fails to cooperate with the auditor(s) or fails to maintain and retain sufficient records, the DEPARTMENT may, at its discretion, prohibit the local government from participating in the LMIG program in the future and may pursue any available legal remedy to obtain reimbursement of the LMIG funds. Furthermore, if in the estimation of the DEPARTMENT, a roadway or bridge shows evidence of failure(s) due to poor workmanship, the use of substandard materials, or the failure to follow the required design and construction guidelines as set forth herein, the Department may pursue any available legal remedy to obtain reimbursement of the allocated LMIG funds or prohibit local government from participating in the LMIG program until such time as corrections are made to address the deficiencies or reimbursement is made. All projects identified on the Project list shall be constructed in accordance with the Department’s Standard Specifications of Transportation Systems (Current Edition), Supplemental Specifications (Current Edition), and Special Provisions.

Local Government:

E-Verify Number

(Signature)

Sworn to and subscribed before me,

(Print)

This ____ day of _____, 20____.

Mayor / Commission Chairperson

In the presence of:

(Date)

NOTARY PUBLIC

LOCAL GOVERNMENT SEAL:

My Commission Expires:

NOTARY PUBLIC SEAL:



Russell R. McMurry, P.E.,
Commissioner
One Georgia Center
600 West Peachtree Street, NW
Atlanta, GA 30308
(404) 631-1000 Main Office

June 28, 2021

Bill Slaughter, Chairman
Lowndes County
P. O. Box 1349
Valdosta, Georgia 31603

RE: Fiscal Year 2022 Local Maintenance & Improvement Grant (LMIG) Program (Correction)

Dear Chairman Slaughter:

Please disregard the June 23, 2021, Fiscal Year 2022 LMIG grant letter you received. The formula amount was incorrect. The corrected formula amount is below.

The Department will begin accepting applications for the Fiscal Year 2022 LMIG Program in July 2021. Grants will be processed electronically through our **GRANTS (LMIG) Application System**. To begin your FY 2022 LMIG Application, please visit the Department's website at www.dot.ga.gov/PS/Local/LMIG. This site provides a link to the LMIG Application, the LMIG Application Tutorial (Manual), and to the General Guidelines and Rules and other pertinent reports. The project list will be entered directly into the LMIG Application System. Please contact your District State Aid Coordinator, Shannon Bradford, at 229-391-5438 for assistance with the online application process.

For an application to be processed, the following requirements must be met:

- A local government must be in Department of Audits and Accounts (DOAA) and Department of Community Affairs (DCA) audit compliance.
- A signed cover letter must be attached and include a completion status of the last three fiscal years' LMIG Grants.
- A signature page must include both the local government seal and the notary seal. The application website provides a blank signature page for you to download, complete and upload as an attachment.
- A local government must provide their District State Aid Coordinator with a Statement of Financial Expenditures form and invoices for Fiscal Year 2019 projects and all other prior years unless previously approved to combine funding for Fiscal Years 2019, 2020, and 2021. The forms can be attached in the LMIG Application System if they have not already been provided to your District State Aid Coordinator.

All electronic LMIG applications must be received no later than February 1, 2022. Failure to submit applications by the deadline might result in a forfeiture of funds.

Your correct formula amount for the Fiscal Year 2022 Program is **\$1,211,881.49** and your local match is **10%**. Each local government is required to match this formula amount in accordance with Code Section 48-8-244(d).

If you have any questions regarding the LMIG Program, please contact the Local Grants Office in Atlanta at (404) 347-0240. Thank you for your attention and cooperation in this matter.

Sincerely,

Bill Wright

Bill Wright
Local Grants Administrator

cc: Mr. Van Mason; Ms. Ann Purcell; Mr. Tim Golden; Hon. John Corbett; Hon. John LaHood; Hon. James Burchett; Hon. Dexter Sharper; Hon. Russ Goodman; Shannon Bradford

2022 LMIG PROPOSED RESURFACING

Road Name	Beginning	Ending	Length (Miles)	Description of Work	Project Cost
Jumping Gully Road	CR 783 Loch Laurel Road	SR 31 Madison Hwy	5.89	Resurfacing	\$850,181.76
McMillan Road	CR 57 Val-Del Road	CR 78 Skipper Bridge Road	3.30	Resurfacing	\$455,443.45
Peterson Road	CR 274 Lake Park-Bellville Rd.	CR 391 Mill Store Road	1.40	Resurfacing	\$194,538.85



FY 2021

LOCAL MAINTENANCE & IMPROVEMENT GRANT Program (LMIG)

STATEMENT OF FINAL PROJECT EXPENDITURES

DATE: December 03, 2021

COUNTY: Lowndes

CITY: _____

SUBMITTED BY: Michael Fletcher, P.E. County Engineer
(Local Government Representative- Person's Printed Name)

1. LMIG EXPENDITURES: \$ 1,107,500.64
(LMIG Funding Received from GDOT)

2. REQUIRED 10% or 30% MATCH: \$ 110,750.06
(10% or 30% of LMIG Funding Received in #1)

3. TOTAL PROJECT EXPENDITURES: \$ 1,285,383.20
(The Total Amount Spent on Project)

4. TOTAL LOCAL GOVERNMENT EXPENDITURES: \$ 177,882.56
[Total Project Expenditures above minus LMIG Expenditures at the Top (#3 minus #1)]

By signature below, I hereby certify that the above expenditures are for the work completed on the attached final Project List for the FY ²⁰²¹ _____ LMIG Program.

Authorized Local Government Official Signature: _____

[Include financial documents to verify expenditures, including but not limited to invoices, contracts, checks, etc.]

For GDOT use only

PI Number: _____

Record Audit Performed: Yes No (Circle One)

Field Inspection Completion Date: _____

APPROVED: _____ Date: _____
(DISTRICT ENGINEER SIGNATURE)

2021 LMIG PROJECT REPORT

County/City Lowndes County

Road Name	Beginning	Ending	Length (Miles)	Description of Work	Project Cost
Norman Hall Road	CR 777	DEAD END	0.45	Resurfacing	\$55,000.00
Norman Hall Spur	CR 695	DEAD END	0.10	Resurfacing	\$11,000.00
Glenn Road	Cr 106	S.R. 94	2.23	Resurfacing	\$300,000.00
Lake Alapaha Blvd	U.S. 84	CR 1128	0.96	Resurfacing	\$200,000.00
McMullen Drive	CR 98	CR 1	0.48	Resurfacing	\$75,000.00
Old Clyattville Rd	City Of Valdosta	CR 785	1.20	Resurfacing	\$260,000.00
Robin Lane	CR 139	CR 904	0.28	Resurfacing	\$30,000.00
Gaines Lane	CR 94	DEAD END	0.54	Resurfacing	\$78,000.00
Jones Drive	CR 440	DEAD END	0.29	Resurfacing	\$39,000.00
Chappell Drive	CR 777	Dead End	0.69	Resurfacing	\$92,000.00
Elam Road	DEAD END	DEAD END	0.20	Resurfacing	\$27,000.00
Dana Circle	S.R. 122	CR 57	0.44	Resurfacing	\$59,000.00
Smith Street	CR 529	DEAD END	0.22	Resurfacing	\$30,000.00
Joanna Drive	CR 805	DEAD END	0.33	Resurfacing	\$45,000.00

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: Resolution Authorizing Judicial In Rem Tax Foreclosures

DATE OF MEETING: December 14, 2021

Work Session/Regular Session

BUDGET IMPACT: \$ -0-

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: Resolution Authorizing Judicial In Rem Tax Foreclosures for Delinquent Taxes

HISTORY, FACTS AND ISSUES: Georgia statute authorizes counties to proceed with judicial in rem tax foreclosures for delinquent taxes by enactment of an ordinance or resolution of the Board of Commissioners.

The Tax Commissioner's office has asked the Board of Commissioners to update the Board's current 2009 Resolution authorizing the use of judicial in rem foreclosures for delinquent taxes.

A proposed Resolution reviewed and revised by the County Attorney is attached. If adopted, this Resolution would supersede and revoke the current 2009 Resolution.

OPTIONS: 1. Adopt Resolution Authorizing Judicial In Rem Tax Foreclosures for Delinquent Taxes
2. Redirect

RECOMMENDED ACTION: Board's Pleasure

DEPARTMENT: County Manager

DEPARTMENT HEAD: Paige Dukes

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

**RESOLUTION AUTHORIZING
JUDICIAL IN REM TAX FORECLOSURES FOR DELINQUENT TAXES**

WHEREAS, OCGA § 48-4-76 provides that counties may proceed with judicial in rem tax foreclosures for delinquent taxes in accordance with the provisions of Article 5 of Chapter 4 of Title 48 of the Official Code of Georgia Annotated by enactment of an ordinance or resolution of the governing authority of the county in which the property is located which ordinance or resolution shall be sufficient authority for use of said provisions of said Article by such county and all municipalities within such county as to their respective taxes;

NOW, THEREFORE, BE IT RESOLVED, and it is hereby resolved, that the Board of Commissioners of Lowndes County, Georgia, does hereby authorize use of the judicial in rem tax foreclosures for delinquent taxes in accordance with Article 5 of Chapter 4 of Title 48 of the Official Code of Georgia Annotated.

All previous Resolutions of the Board of Commissioners of Lowndes County, Georgia, adopted pursuant to OCGA § 48-4-76 are hereby superseded and repealed.

This Resolution shall be effective upon adoption. It shall remain in effect until superseded or repealed.

ADOPTED this the 14th day of December, 2021.

BOARD OF COMMISSIONERS OF
LOWNDES COUNTY, GEORGIA

By: _____
Bill Slaughter, Chairman

Attest: _____
Belinda Lovern, Clerk

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: Section 125 Plan Document Renewal for 2022

DATE OF MEETING: December 14, 2021

Work Session/Regular Session

BUDGET IMPACT: N/A

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: Adoption of Section 125 Plan Document

HISTORY, FACTS AND ISSUES: The Section 125 Cafeteria Plan is a premium only plan (POP) that provides for a pre-tax premium deduction for qualified health plans for our employees. This plan adoption renewal for 2022 is necessary in order to comply with IRS regulations.

Adoption of the Section 125 Cafeteria Plan allows Lowndes County to withdraw premium-only payments, from employees' paychecks, on a pre-tax basis. Health premiums that qualify for tax savings include medical, dental, vision, critical illness, accidental death and dismemberment, hospital indemnity and/or cancer insurance, short and long term disability policies and group-term life insurance policies up to \$50,000.00. Lowndes County's premium only plan became effective on May 26, 1989.

OPTIONS: 1. Adopt the Section 125 Premium Only Plan for 2022 and authorize the Chairman to sign the Certificate of Resolution and Adoption Agreement.

2. Board's Pleasure

RECOMMENDED ACTION: Board's Pleasure

DEPARTMENT: Human Resources

DEPARTMENT HEAD: Kevin Beals

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: 2022 ACCG Workers' Compensation Insurance Renewal

DATE OF MEETING: December 14, 2021

Work Session/Regular Session

BUDGET IMPACT: \$183,428.00

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: Approve 2022 ACCG Workers' Compensation Insurance Renewal

HISTORY, FACTS AND ISSUES: Lowndes County participates in the ACCG-GSIWCF (Group Self Insurance Workers Compensation Fund) Insurance Program. This non-profit program began in 1982 with 11 counties and has grown to 170 counties and authorities throughout the State of Georgia.

The 2022 renewal premium for Lowndes County is \$201,681.00. However, due to a dividend credit of \$18,253.00, the total amount due comes to \$183,428.00. It should also be noted that Lowndes County's safety/loss control program contributed to a 7.5% reduction on our premium which is equal to a savings of \$16,353.00.

OPTIONS: 1. Approve 2022 ACCG Workers' Compensation Insurance Renewal
2. Board's Pleasure

RECOMMENDED ACTION: Board's Pleasure

DEPARTMENT: Human Resources

DEPARTMENT HEAD: Kevin Beals

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: 2022 Holiday Schedule

DATE OF MEETING: December 14, 2021

Work Session/Regular Session

BUDGET IMPACT: N/A

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: Approval of the 2022 Holiday Schedule

HISTORY, FACTS AND ISSUES: In accordance with the Lowndes County Personnel Policy, the 2022 Holiday Schedule is being presented for the Commission's consideration. Lowndes County currently observes 9 holidays that span a total of 11 working days.

OPTIONS: 1. Approve the 2022 Holiday Schedule in accordance with the current Lowndes County Personnel Policy.

2. Board's Pleasure

RECOMMENDED ACTION: Board's Pleasure

DEPARTMENT: Human Resources

DEPARTMENT HEAD: Kevin Beals

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:



Memorandum

To: All Agencies
From: Human Resources
Date: July 1, 2021
Subject: *2022 Holiday Schedule*

According to the Lowndes County Personnel Manual, the holiday schedule for 2022 is as follows:

Friday	December 31, 2021	New Year's Holiday
Monday	January 17, 2022	Martin Luther King Birthday
Friday	April 15, 2022	Good Friday
Monday	May 30, 2022	National Memorial Day
Monday	July 4, 2022	Independence Day
Monday	September 5, 2022	Labor Day
Friday	November 11, 2022	Veterans Day
Thursday	November 24, 2022	Thanksgiving Day
Friday	November 25, 2022	Thanksgiving Day Holiday
Friday	December 23, 2022	Christmas Eve Holiday
Monday	December 26, 2022	Christmas Day Holiday
Monday	January 2, 2023	New Year's Holiday – (2023)

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: 2022 Commission Meeting Calendar

DATE OF MEETING: December 14, 2021

Work Session/Regular Session

BUDGET IMPACT:

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: 2022 Commission Meeting Calendar

HISTORY, FACTS AND ISSUES: The calendar provided for the Commission's review has listed the commission meeting dates for 2022. The Commission is asked to review and approve the 2022 Commission Meeting Calendar.

OPTIONS: 1. Approve the 2022 Commission Meeting Calendar.
2. Board's Pleasure

RECOMMENDED ACTION: Approve

DEPARTMENT: County Manager

DEPARTMENT HEAD: Paige Dukes

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

Commission Meeting Schedule and Holidays

2022

Meeting Dates

January 10, 11, 24, 25
 February 7, 8, 21, 22
 March 7, 8, 21, 22
 April 11, 12, 25, 26
 May 9, 10, 23, 24
 June 13, 14, 27, 28
 July 11, 12, 25, 26
 August 8, 9, 22, 23
 September 12, 13, 26, 27
 October 10, 11, 24, 25
 November 7, 8
 December 12, 13

Holidays

January 17 - Martin Luther King Birthday
 April 15 - Good Friday
 May 30 - National Memorial Day
 July 4 - Independence Day
 September 5 - Labor Day
 November 11 - Veterans Day
 November 24 - Thanksgiving Day
 November 25 - Thanksgiving Day Holiday
 December 23 - Christmas Eve Holiday
 December 26 - Christmas Day Holiday

ACCG Annual Conf. — April 28 - May 1

January	February	March	April
S M T W T F S 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 H 18 19 20 21 22 23 24 25 26 27 28 29 30 31 30 31	S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28	S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	S M T W T F S 3 4 5 6 7 8 9 10 11 12 13 14 H 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30
May	June	July	August
S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 H 31	S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30	S M T W T F S 3 H 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31
September	October	November	December
S M T W T F S 4 H 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30	S M T W T F S 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	S M T W T F S 1 2 3 4 5 6 7 8 9 10 H 12 13 14 15 16 17 18 19 20 21 22 23 H H 26 27 28 29 30	S M T W T F S 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 H 24 25 H 27 28 29 30 31

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: Supporting Reform to Georgia's Annexation Dispute Resolution
Law

DATE OF MEETING: December 14, 2021

Work Session/Regular Session

BUDGET IMPACT:

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: Resolution Supporting Reform to Georgia's Annexation Dispute Resolution
Law

HISTORY, FACTS AND ISSUES: While annexation of unincorporated areas by municipalities may be appropriate, it may also be abused when its primary objectives are the expansion of the city tax base or to circumvent the county's land use plan or zoning ordinance. These tactics may cause significant service delivery problems, negatively impact surrounding property owners, and create conflicting land uses in an area. As Georgia's population continues to grow, counties will continue to face increased annexation challenges. In hopes of resolving these problems, a uniform annexation arbitration/dispute resolution process was enacted by the 2007 General Assembly. While this process has slightly improved negotiations between cities and counties over controversial annexations, the law has not been changed in 14 years and improvements are needed to help ensure more fairness for unincorporated residents who are negatively impacted.

In 2021, the Georgia House passed a resolution establishing the House Study Committee on Annexation. This Study Committee met five times over the summer and fall, with ACCG submitting its recommendations to improve Georgia's annexation arbitration process. On November 18, the House Study Committee issued its final report, incorporating many of ACCG's suggestions. ACCG urges the General Assembly to pass the recommendations of the 2021 House Study Committee's final report via legislation introduced during the 2022 General Assembly.

ACCG has asked Lowndes County to please consider adopting the attached draft resolution supporting changes to Georgia's annexation law, particularly the arbitration/dispute resolution process.

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

RECOMMENDED ACTION: Board's Pleasure

DEPARTMENT: County Manager

DEPARTMENT HEAD: Paige Dukes

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

RESOLUTION

Supporting Reform to Georgia's Annexation Dispute Resolution Law

WHEREAS, annexation of unincorporated areas by municipalities may be appropriate to provide public services not otherwise available from the county, but may be abused when its primary objectives are to expand a city's tax base or circumvent a county's land use plan or zoning ordinance;

WHEREAS, the pressure from growth and development is expected to increase in the future and annexation for land use changes may adversely impact neighboring residents, disrupt a county's land use plan, cause significant service delivery challenges, and/or strain existing county infrastructure;

WHEREAS, city governments are neither elected by nor accountable to unincorporated residents and may not duly consider their concerns in making land use decisions impacting them;

WHEREAS, in 2007 the Georgia General Assembly established an annexation dispute resolution procedure to try to help balance these interests while respecting everyone's property rights;

WHEREAS, this dispute resolution procedure has not been changed since its enactment and is long overdue for revisions to further avoid the negative impact on Georgia citizens;

WHEREAS, in 2021, the Georgia House of Representatives adopted House Resolution 222, establishing a Study Committee on Annexation to review the dispute resolution procedure; and

WHEREAS, the House Study Committee held hearings around the state, solicited recommendations from impacted annexation stakeholders, and has issued its final report and recommendations.

NOW, THEREFORE, BE IT RESOLVED by the _____ Board of Commissioners that this body urges the Georgia General Assembly to follow the recommendations of the 2021 House Study Committee on Annexation and adopt meaningful reforms to Georgia's annexation dispute resolution law during the 2022 legislative session. These changes should:

- revise the procedures of the annexation dispute resolution process;
- empower the Department of Community Affairs to administer this process more effectively; and
- better balance the oftentimes conflicting interests among counties, cities, incorporated and unincorporated citizens, and developers seeking different land uses through annexation. As only State law can help reach this balance, State law must be changed to respect all parties and persons impacted by Georgia's continued population growth.

BE IT FURTHER RESOLVED that a copy of this Resolution be delivered to each member of the Georgia House of Representatives and Senate representing _____ County and made available to ACCG, the public and press.

ADOPTED, THIS _____ **DAY OF** _____ (*month*), _____ (*year*)

_____ COUNTY BOARD OF COMMISSIONERS

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: Extension of Agreement for ULDC Updates

DATE OF MEETING: December 14, 2021

Work Session/Regular Session

BUDGET IMPACT: Not to exceed \$25,000.00

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: Extension of Agreement for ULDC Updates

HISTORY, FACTS AND ISSUES: This proposal requests an extension of the contract between Lowndes County and the consulting firm of Goodwin Mills Cawood for Updates to the ULDC and to provide Technical Assistance throughout the course of the extension. The contract is proposed to be extended under the same terms, conditions, and rates as stated in the original agreement, and shall extend the original contract from its date of December 22, 2021, to December 31, 2022, consistent with the provisions of Article V, Paragraph 3 of the original contract.

OPTIONS: 1. Approve
2. Board's Pleasure

RECOMMENDED ACTION: Approve
Board's Pleasure

DEPARTMENT: Planning/Zoning

DEPARTMENT HEAD: JD Dillard

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

Recommend approval and authorize the Chairman to sign the agreement



December 1, 2021

JD Dillard
Director of Planning & Zoning
Lowndes County Board of Commissioners
327 North Ashley Street, 3rd Floor
Valdosta, GA 31601

Goodwyn Mills Cawood

801 Broad Street
Suite 900
Augusta, GA 30901

Re: Proposal for Extension of Contract for ULDC Updates and Technical Assistance, Dated February 9, 2021

T (706) 251-9099
F (770) 955-1064

www.gmcnetwork.com

Dear JD:

On behalf of the Goodwyn Mills Cawood (GMC) team, we are enjoying the collaborative working relationship with you and the Lowndes County Board of Commissioners on the revisions to the Lowndes County Unified Land Development Code (ULDC) project.

Based on guidance received during our regular project team coordination meetings, you have requested additional services and continued technical assistance through the end of calendar year 2022. This represents an extension from the original contract ending date of December 22, 2021.

This proposal requests extension of the contract date as well as requests additional fee for GMC. The contract will be extended under the same terms, conditions, and rates as stated in the original agreement. Specifically, GMC proposes to:

1. Extend the original contract end date from December 22, 2021 to December 31, 2022. This reflects the revised schedule, that we have mutually discussed, which establishes updates to additional Chapters of the ULDC and continued technical assistance between Glenn Coyne and Lowndes County planning and zoning staff. The extension would allow a continuation of our bi-weekly meetings, and revisions to prepare the additional ULDC revisions. This is consistent with the provisions of Article V, Paragraph 3 of the original contract document.
2. Allocate additional compensation to GMC in the amount of \$25,000. This is also consistent with the provisions of Article V, Paragraph 3 of the original contract document. The additional fee would be allocated to the additional professional services dedicated to the project by GMC as follows:
 - a. Revisions to additional Chapters of the ULDC; and
 - b. Continued technical assistance between Glenn Coyne and Lowndes County planning and zoning staff including the continuation of bi-weekly coordination meetings through December, 2022.

Thank you for your consideration of the proposal. Please contact us if we can answer any questions or provide further information. We look forward to successfully continuing our relationship in 2022 with Lowndes County on this important project.

Sincerely,

GOODWYN MILLS CAWOOD, INC.

John Bricken
Vice President of Landscape Architecture and Planning

AUTHORIZATION



GMC proposes to implement the scope of work amendment outlined herein in accordance with the terms and conditions defined in our contract dated February 9, 2021. As our authorization, please sign in the space provided below.

Lowndes County Board of Commissioners Goodwyn Mills and Cawood, LLC

Print Name

John Bricken

Vice President of Landscape Architecture and
Planning

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: Approval of the District Attorney's Federal VOCA Grant
Application Renewal

DATE OF MEETING: December 14, 2021

Work Session/Regular Session

BUDGET IMPACT: Zero Impact on the County

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: VOCA Funded VWAP Continuation Grant

HISTORY, FACTS AND ISSUES: The District Attorney's Office of the Southern Circuit has been a recipient of federal Victims of Crime Act (VOCA) funds since 1997. The VOCA funds, combined with the 5% victim fees, provide the financial support for the Victim Services provided by the DA to all five counties. The grant is funneled through Lowndes County, rather than all five counties, for simplification and efficiency purposes. This grant, along with the 5% funds, allow the DA to provide victim services utilizing funds paid by federal and state defendants and not taxpayers. Submission of the application is due in the PAC Office by December 31, 2021. We also request, for efficiency, that the Commission execute a letter allowing the grant funds to be deposited directly to the DA's Office, rather than the funds being deposited to Lowndes County and then a check sent to the DA and also execute a letter authorizing the District Attorney to sign any and all future paperwork pertaining to this VOCA Continuation Grant. (Sample Letters Attached).

OPTIONS: 1. Approve VOCA Grant Application of the District Attorney
2. Board's Pleasure

RECOMMENDED ACTION: Option 1

DEPARTMENT: District Attorney

DEPARTMENT HEAD: Bradfield M. Shealy

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:



PAC

Prosecuting
Attorneys'
Council of Georgia

Seeking Justice with Honor

PETER J. SKANDALAKIS
Executive Director

November 17, 2021

SHANNON WALLACE
Chair
District Attorney
Blue Ridge Judicial Circuit

Re: Federal Fiscal Year 2021 VOCA Allocation - October 1, 2021 through September 30, 2022

C.R. CHISHOLM, JR.
Vice Chair
Solicitor-General
Athens-Clarke County

Dear Mr. Shealy:

It is my pleasure to inform you that the Criminal Justice Coordinating Council (CJCC) has approved the Federal Fiscal Year 2022 VOCA Continuation Base funding applications as submitted by the Prosecuting Attorneys' Council of Georgia (PAC). Therefore, your office has been selected to receive a portion of those funds. Below are the specifics with regard to your allocation of the statewide grant distribution.

TASHA M. MOSLEY
Secretary
District Attorney
Clayton Judicial Circuit

County: Lowndes

JONATHAN L. ADAMS
District Attorney
Towaliga Judicial Circuit

Implementing Prosecuting Attorney: District Attorney Bradfield Shealy

Grant Period: October 1, 2021 through September 30, 2022

KEITH E. GAMMAGE
Solicitor-General
Fulton County

VOCA Allocation (BASE VWAP Program Funding):

VOCA Federal Funds: \$245,532

VOCA Waived Match Funds: \$61,383

CJCC Sub-Grant Number: C21-8-001

Federal Grant Number: 15POVC-21-GG-00619-A

CFDA Number: 16.575

REBECCA GRIST
Solicitor-General
Macon-Bibb County

LEIGH PATTERSON
District Attorney
Rome Judicial Circuit

Please note that CJCC is requiring a mandatory match waiver on VOCA funds for Federal Fiscal Year 2022.

BERT POSTON
District Attorney
Conasauga Judicial Circuit

The activation documents (see included checklist for guidelines on submitting documents) must be returned to PAC by December 31, 2021. If you have any questions, please contact Sarai Leonides (sleonides@pacga.org) or at (770) 282-6290.

BRADFORD L. RIGBY
District Attorney
Cordele Judicial Circuit

Sincerely,

Peter J. Skandalakis
Executive Director
Prosecuting Attorneys' Council

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: Approval of Solicitor General's VOCA Continuation Grant Award
for 2021-2022

DATE OF MEETING: December 14, 2021

Work Session/Regular Session

BUDGET IMPACT: \$6,000.00 Cash Match

FUNDING SOURCE:

- Annual
- Cash \$6,000.00 Cash Match
- N/A

COUNTY ACTION REQUESTED ON: Solicitor-General's VOCA Continuation Grant Award for 2021-2022

HISTORY, FACTS AND ISSUES: The Solicitor-General's Office has received the Federal VOCA grant since April 01, 2014. This grant funds two full-time Victim Advocates and allows the Solicitor-General's Office to continue to provide services to victims earlier in the criminal justice process, essentially prior to the defendant's first appearance, as well as help victims secure restitution through the Georgia Crime Victims Compensation Fund Program. There is a \$6,000.00 cash match to offset the funding required to provide health insurance benefits for the grant funded personnel (\$3,000.00 per employee). Submission of this grant renewal is due by December 31, 2021. The Solicitor-General's Office requests the board's approval for the VOCA Continuation Grant Award.

OPTIONS: 1. Approve Solicitor-General's VOCA Continuation Grant Award for 2021-2022
2. Board's Pleasure

RECOMMENDED ACTION: Option 1

DEPARTMENT: Solicitor-General

DEPARTMENT HEAD: Justo C. Cabral, III

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:



PAC

Prosecuting
Attorneys'
Council of Georgia

Seeking Justice with Honor

PETER J. SKANDALAKIS
Executive Director

November 17, 2021

SHANNON WALLACE
Chair
District Attorney
Blue Ridge Judicial Circuit

Re: Federal Fiscal Year 2021 VOCA Allocation - October 1, 2021 through September 30, 2022

C.R. CHISHOLM, JR.
Vice Chair
Solicitor-General
Athens-Clarke County

Dear Mr. Cabral:

TASHA M. MOSLEY
Secretary
District Attorney
Clayton Judicial Circuit

It is my pleasure to inform you that the Criminal Justice Coordinating Council (CJCC) has approved the Federal Fiscal Year 2022 VOCA Continuation Base funding applications as submitted by the Prosecuting Attorneys' Council of Georgia (PAC). Therefore, your office has been selected to receive a portion of those funds. Below are the specifics with regard to your allocation of the statewide grant distribution.

JONATHAN L. ADAHS
District Attorney
Towaliga Judicial Circuit

County: Lowndes

Implementing Prosecuting Attorney: Solicitor-General Justo Cabral
Grant Period: October 1, 2021 through September 30, 2022

KEITH E. GAMMAGE
Solicitor-General
Fulton County

VOCA Allocation (BASE VWAP Program Funding):

VOCA Federal Funds: \$99,976

VOCA Waived Match Funds: \$24,994

CJCC Sub-Grant Number: C21-8-001

Federal Grant Number: 15POVC-21-GG-00619-A

CFDA Number: 16.575

REBECCA GRIST
Solicitor-General
Macon-Bibb County

LEIGH PATTERSON
District Attorney
Rome Judicial Circuit

Please note that CJCC is requiring a mandatory match waiver on VOCA funds for Federal Fiscal Year 2022.

BERT POSTON
District Attorney
Conecuhga Judicial Circuit

The activation documents (see included checklist for guidelines on submitting documents) must be returned to PAC by December 31, 2021. If you have any questions, please contact Sarai Leonides (sleonides@pacga.org) or at (770) 282-6290.

BRADFORD L. RIGBY
District Attorney
Cordale Judicial Circuit

Sincerely,

Peter J. Skandalakis
Executive Director
Prosecuting Attorneys' Council

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: Approval of Solicitor General's VAWA Continuation Grant for 2022

DATE OF MEETING: December 14, 2021

Work Session/Regular Session

BUDGET IMPACT: \$21,611.00 Cash Match

FUNDING SOURCE:

- Annual
- Cash \$21,611.00 Cash Match
- In-Kind

COUNTY ACTION REQUESTED ON: Approval of Solicitor-General's VAWA Continuation Grant for 2022

HISTORY, FACTS AND ISSUES: The Solicitor-General's Office has received the VAWA (Violence Against Women Act) Grant since April 2018. This grant funds a specialized prosecutor to handle Family Violence and Violence Against Women Crimes. The continuation grant award period is January 01, 2022-December 31, 2022. Although this is a continuation grant year, we are requesting an additional \$14,834.00 in federal funds. If our request is approved, this will cover the entire salary and 44% of the health insurance of this grant-funded position. The total cash match needed from Lowndes County would be \$21,611.00. The current VAWA Cash Match is \$19,049.00. This would only be an increase of \$2,562.00. If our request is not approved, the county would need to pay a total cash match of \$36,266.00 as discussed in the November 9th Commissioner's Meeting. Submission of this grant renewal is due by December 30, 2021. The Solicitor-General's Office requests the board's approval to submit the VAWA Continuation Grant Application.

OPTIONS: 1. Approve Solicitor-General's 2022 VAWA Competitive Grant Application
2. Board's Pleasure

RECOMMENDED ACTION: Option 1

DEPARTMENT: Solicitor-General

DEPARTMENT HEAD: Justo C. Cabral, III

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: Opioid Litigation

DATE OF MEETING: December 14, 2021

Work Session/Regular Session

BUDGET IMPACT: \$ -0-

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: Settlement Participation Forms

HISTORY, FACTS AND ISSUES: Further to the *Acknowledgment and Agreement to be Bound by Memorandum of Understanding* approved at the Board's November 9, 2021, meeting, attached for approval by the Board of Commissioners and execution by Chairman Slaughter are a *Subdivision Distributor Settlement Participation Form* electing to participate in a referenced Distributor Settlement and *Janssen Settlement Participation Form* electing to participate in a referenced Janssen Settlement. These two Forms are exhibits to the *Memorandum of Understanding* approved by the Board on November 9, 2021.

The referenced Distributor Settlement (606 pages) and Janssen Settlement (190 pages) are available for review in the office of the Clerk.

OPTIONS: 1. Approve and authorize Chairman Slaughter to sign the attached *Subdivision Distributor Settlement Participation Form* and *Janssen Settlement Participation Form*
2. Redirect

RECOMMENDED ACTION: Option 1

DEPARTMENT: County Manager

DEPARTMENT HEAD: Paige Dukes

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

Subdivision Distributor Settlement Participation Form

Governmental Entity: Lowndes County	State: Georgia
Authorized Official: Bill Slaughter, Chairman	
Address 1: 327 N. Ashley Street	
Address 2:	
City, State, Zip: Valdosta, GA 31601	
Phone: 229-671-2440	
Email: bill.slaughter@lowndescounty.com	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated July 21, 2021 (“*Distributor Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Distributor Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Distributor Settlement, understands that all terms in this Participation Form have the meanings defined therein, and agrees that by signing this Participation Form, the Governmental Entity elects to participate in the Distributor Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, secure the dismissal with prejudice of any Released Claims that it has filed.
3. The Governmental Entity agrees to the terms of the Distributor Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Distributor Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Distributor Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Distributor Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Distributor Settlement.

7. The Governmental Entity has the right to enforce the Distributor Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Distributor Settlement, including, but not limited to, all provisions of Part XI, and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Distributor Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Distributor Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Distributor Settlement.
10. In connection with the releases provided for in the Distributor Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Distributor Settlement.

11. Nothing herein is intended to modify in any way the terms of the Distributor Settlement, to which Governmental Entity hereby agrees. To the extent this Participation Form is interpreted differently from the Distributor Settlement in any respect, the Distributor Settlement controls.
12. The effective date of this Participation Form shall be the date on which the State of Georgia enters into the Distributor Settlement. In the event that the State of Georgia elects not to enter into the Distributor Settlement, this Participation Form shall be null and void and shall confer no rights or obligations on the State of Georgia, the Released Entities (as defined in the National Settlement Agreement dated July 21, 2021), or the Governmental Entity.

I have all necessary power and authorization to execute this Participation Form on behalf of the Governmental Entity.

Signature:	_____
Name:	Bill Slaughter
Title:	Chairman
Date:	December 14, 2021

Janssen Settlement Participation Form

Governmental Entity: Lowndes County	State: Georgia
Authorized Official: Bill Slaughter, Chairman	
Address 1: 327 N. Ashley Street	
Address 2:	
City, State, Zip: Valdosta, GA 31601	
Phone: 229-671-2440	
Email: bill.slaughter@lowndescounty.com	

The governmental entity identified above (“Governmental Entity”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated July 21, 2021 (“Janssen Settlement”), and acting through the undersigned authorized official, hereby elects to participate in the Janssen Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Janssen Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Janssen Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed.
3. The Governmental Entity agrees to the terms of the Janssen Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Janssen Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Janssen Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Janssen Settlement.
7. The Governmental Entity has the right to enforce the Janssen Settlement as provided therein.

8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Janssen Settlement, including but not limited to all provisions of Section IV (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Janssen Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Janssen Settlement shall be a complete bar to any Released Claim.
9. In connection with the releases provided for in the Janssen Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Janssen Settlement.

10. Nothing herein is intended to modify in any way the terms of the Janssen Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Janssen Settlement in any respect, the Janssen Settlement controls.

11. The effective date of this Participation Form shall be the date on which the State of Georgia enters into the Janssen Settlement. In the event that the State of Georgia elects not to enter into the Janssen Settlement, this Participation Form shall be null and void and shall confer no rights or obligations on the State of Georgia, the Released Entities (as defined in the National Settlement Agreement dated July 21, 2021), or the Governmental Entity.

I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature:	_____
Name:	<u>Bill Slaughter</u>
Title:	<u>Chairman</u>
Date:	<u>December 14, 2021</u>

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: Land Bank Authority Coordinator

DATE OF MEETING: December 14, 2021

Work Session/Regular Session

BUDGET IMPACT: \$30,000.00

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON:

HISTORY, FACTS AND ISSUES: This request is for the Commission to decide if staff should proceed with the hiring of a director for the Land Bank Authority. The commitment of funding should not exceed \$30,000.00 annually and the cost will be shared equally between the City of Valdosta and Lowndes County, if the City of Valdosta chooses to move forward with funding.

OPTIONS: 1. Approve
2. Board's Pleasure

RECOMMENDED ACTION: Board's Pleasure

DEPARTMENT: County Manager

DEPARTMENT HEAD: Paige Dukes

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: Bid for Qty-4 Custom Cab Pumpers for the Fire Department

DATE OF MEETING: December 14, 2021

Work Session/Regular
Session

BUDGET IMPACT: FY 2022 - \$1,085,908.00, FY 2023 - \$1,106,480.00

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: Bid for Qty-4 New 2022 Custom Cab Pumpers

HISTORY, FACTS AND ISSUES: Lowndes County requested bids on four new 2022 Custom Cab Pumpers for the Fire Department. Two Custom Cab Pumpers will be purchased upon order and the other two upon delivery. The County received four bids that met specifications.

		2- Prepaid	2- Upon Delivery	Total Price of 4
Sutphen (Williams Fire Apparatus)	Ashlin, AL	\$1,085,908.00	\$1,106,480.00	\$2,192,388.00
Pierce (Ten-8)	Bradenton, FL	\$1,092,922.00	\$1,127,836.00	\$2,220,758.00
Rosenbauer (NAFECO)	Decatur, AL	\$1,105,394.00	\$1,117,093.00	\$2,222,488.00
E-ONE (Fire line)	Decatur, AL	\$1,099,938.00	\$1,131,098.00	\$2,231,036.00

- OPTIONS: 1. Award the Bid to Sutphen Corporation in the amount of \$2,192,388.00.
2. Board's Pleasure

RECOMMENDED ACTION: Board's Pleasure

DEPARTMENT: Finance

DEPARTMENT HEAD: Stephanie Black

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS: