



LOWNDES COUNTY BOARD OF COMMISSIONERS  
PROPOSED AGENDA  
WORK SESSION, THURSDAY, JUNE 16, 2022, 8:30 a.m.  
REGULAR SESSION, THURSDAY, JUNE 16, 2022, 5:30 p.m.  
327 N. Ashley Street - 2nd Floor

- 1. Call To Order**
- 2. Invocation**
- 3. Pledge Of Allegiance To The Flag**
- 4. Proclamation Presentation to Ms. Debra Tann - Reminiscent (Regular Session)**
- 5. Minutes For Approval**
  - a. Work Session - May 23, 2022, Budget Work Session - May 23, 2022, & Regular Session - May 24, 2022  
Recommended Action: Approve  
Documents:
- 6. Appointment**
  - a. Southwest Georgia Region 8 Emergency Medical Services Council  
Recommended Action: Board's Pleasure  
Documents:
- 7. Public Hearing**
  - a. REZ-2022-09 Flannigan, James Rd. R-1 to C-G, Water/Sewer ~7.8 acres  
Recommended Action: Board's Pleasure  
Documents:
  - b. REZ-2022-10 The Campus Transitional Care Facility, 2193 Howell Rd, E-A to P-D, Well & Septic ~23 acres  
Recommended Action: Board's Pleasure  
Documents:
  - c. REZ-2022-11 Makesh, LLC, 900 Lakes Blvd, C-G, County Utilities, 1.07 acres  
Recommended Action: Board's Pleasure  
Documents:
  - d. REZ-2022-12 Pittman, Phelps, Leonard, Moss Oak Trail, R-10 to C-G, County Utilities, ~1.63 acres  
Recommended Action: Board's Pleasure  
Documents:
- 8. For Consideration**

- a. Lowndes County Accountability Court Grant Approval and Cash Match  
Recommended Action: Approve  
Documents:
- b. Lowndes County Juvenile Accountability Court (LCJAC) FY23 Budget & Grant Award  
Recommended Action: Approve  
Documents:
- c. Annual Contract Renewal with the State of Georgia Department of Corrections  
Recommended Action: Board's Pleasure  
Documents:
- d. American Rescue Plan Funding for Utilities Repairs with Carter & Sloope Engineering  
Recommended Action: Approve  
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: Southwest Georgia Region 8 Emergency Medical Services  
Council

DATE OF MEETING: June 16, 2022

Work Session/Regular Session

BUDGET IMPACT:

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: Appointing a Lowndes County Member

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HISTORY, FACTS AND ISSUES: The Region 8 EMS Council is asking for an appointment for the Regional Emergency Medical Services Advisory Council to represent Lowndes County. This Council is the designated Local Coordinating Entity (LCE) to recommend to the Georgia Department of Public Health (DPH) and the manner in which the EMSC Program functions within the region. Mr. David Bauch was the representative for Lowndes County; however, he has retired and a new representative needs to be appointed to fill his position. Members of the Regional EMS Council should possess interest and/or expertise in the areas of Emergency Medical Services, health care, or public safety. Ms. Emily K. Brown has been submitted for nomination.

OPTIONS: 1. Appoint a Lowndes County member.  
2. Board's Pleasure

RECOMMENDED ACTION: Board's Pleasure

DEPARTMENT: County Manager

DEPARTMENT HEAD: Paige Dukes

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:



**Southwest Georgia Region 8 Emergency Medical Services  
Council  
Tifton, Ga 31793  
678-367-5015 (office)**

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May 2, 2022

**Tim Coram**  
*Chairman*

Lowndes County Board of Commissioners  
327 N. Ashley Street  
Valdosta, Ga 31601

**Robby Royal**  
*Vice-Chair*

Dear Chairman/ County Administrator

**Sanford Hawkins M.D.**  
*Regional Medical  
Director*

On behalf of the Region 8 EMS Council, I am asking for an appointment from you for the Regional Emergency Medical Services Advisory Council to represent your county. This Council is the designated Local Coordinating Entity (LCE) to recommend to the Georgia Department of Public Health (DPH) and the manner in which the EMSC Program functions within the region.

**Daniel Warren**  
*Regional EMS Director*

**Lowndes County** has one (1) Representative on this Council. Your current Representative is **David Bauch (retired), term 2019-2022.**

- BAKER
- BEN HILL
- BERRIEN
- BROOKS
- CALHOUN
- COLQUITT
- COOK
- CRISP
- DECATUR
- DOOLY
- DOUGHERTY
- EARLY
- ECHOLS
- GRADY
- IRWIN
- LANIER
- LEE
- LOWNDES
- MILLER
- MITCHELL
- SEMINOLE
- SUMTER
- TERRELL
- THOMAS
- TIFT
- TURNER
- WORTH

Council bylaws require that at least two-thirds of the voting membership be comprised of individuals selected by the County Commissions; therefore, I am soliciting from you the name or reappointment of one (1) individual whom you wish to represent your county on this council for the 2022-2025 term. Council By-laws require members to attend at least fifty percent (50%) of the scheduled council meetings. The Council meets once (1) per quarter.

Members of the Regional EMS Council should possess interest and/or expertise in the areas of Emergency Medical Services, health care, or public safety. The following is a list of categories, which you may wish to consider when recommending your representative:

- |  |   |
|--|---|
| ▪Public EMS Provider                   | ▪Consumer                                       |
| ▪Private EMS Provider                  | ▪Emergency Physician                            |
| ▪EMT/Paramedic (non-supervisory)       | ▪General Surgeon                                |
| ▪Authority hospital representative     | ▪Communications agency representative           |
| ▪Non-authority hospital representative | ▪Law enforcement representative                 |
| ▪City government representative        | ▪Emergency department nurse and/or trauma nurse |
| ▪County government representative      | ▪Pediatrician                                   |

Please forward the recommendation of your Commission to Daniel Warren, DPH Region 8 EMS Director, along with a brief synopsis of the individual's qualifications along with his/her mailing address and telephone number on the attached form. You may email this information.

Please complete the attached form and return before **June 15, 2022**. Your participation in this effort is important to the provision of quality Emergency Medical Services to the citizens in your community, region, and state. I appreciate your cooperation and welcome you to contact me if you have any questions. Thank you.

Sincerely,

Daniel Warren

Regional EMS Director – Region 8



**MEMORANDUM**

**TO:** Lowndes County Board of Commissioners  
327 N. Ashley Street  
Valdosta, Ga 31601

**FROM:** Daniel Warren  
Region 8 EMS Director  
Tifton, Ga 31793  
[Kenneth.Warren1@dph.ga.gov](mailto:Kenneth.Warren1@dph.ga.gov)  
(678) 367-5015

**RE:** Region 8 EMS Council Nomination

**DATE:** May 25, 2022

**Please nominate a *representative* for your county, please complete the following and return via email:**

The following person will serve on the Region 8 EMS Advisory Council for the term 2022-2025 or vacant unexpired term. If desired reappointment can be made for 2022-2025 Term.

**Name:** Emily K. Brown

**Mailing Address:** South Georgia Medical Center  
2501 North Patterson Street Valdosta, Georgia 31602

**Work Phone:** 229-333-4595

**Mobile Phone:** \_\_\_\_\_

**Email:** Emily.Brown@sgmc.org

**Brief synopsis of qualifications:** MBA, BSN, RN, CEN  
SGMC Trauma Program Manager  
Tenured Emergency Medicine RN

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Chairman/County Administrator Signature: \_\_\_\_\_

LOWNDES COUNTY BOARD OF COMMISSIONERS  
COMMISSION AGENDA ITEM

SUBJECT: REZ-2022-09 Flannigan, James Rd. R-1 to C-G, Water/Sewer ~7.8 acres

DATE OF MEETING: June 16, 2022

Work Session/Regular Session

BUDGET IMPACT:

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: REZ-2022-09 Flannigan, James Rd. R-1 to C-G, Water/Sewer ~7.8 acres

HISTORY, FACTS AND ISSUES: This request represents a change in zoning on the subject property from Low Density Residential (R-1) zoning to General Commercial (C-G) zoning. The general motivation is a speculative commercial use of the subject property, such as medical and retail amenities, according to the letter of intent. As the lot is a corner lot, access to and from the subject property is currently off James Road, a County maintained major collector on the west side of the property, and Smith Street to the north, a County maintained local road. Concerning the Comprehensive Plan Future Development Map the subject property is within the Urban Service Area and depicted as a Neighborhood Activity Center Character Area. Per Comprehensive Plan guidance C-G zoning is listed as a permitted zoning within a Neighborhood Activity Center Character Area.

Aspects of this case worthy of consideration include the following: 1. The subject property is surrounded by R-1 zoning. The closest commercial zoning is located approximately 450 feet to the east and 850 feet to the south; 2. James Road is a major collector road and designed to support commercial activity; 3. The Urban Service Area designation of the property indicates infrastructure is provided, and urban density development is supported on the lot.

The TRC reviewed this application and had no objectionable comments, noting that if approved, the minimum buffer required between Commercial and Residential zoning districts is at least 15' wide and includes a 6' tall opaque privacy fence, 3 shade trees per 100 linear feet, and 19 shrubs per 100 linear feet, and continued access from Smith Street will be determined by the County Engineer during the plan review process when an actual use of the property is determined. The Planning Commission heard the request at their May meeting, and discussed the concerns of certain commercial uses versus higher density residential uses, and ultimately recommended Denial (10-0).

- OPTIONS: 1) Approve  
2) Approve with Conditions  
3) Table  
4) Deny

RECOMMENDED ACTION: Board's Pleasure

DEPARTMENT: Planning/Zoning

DEPARTMENT HEAD: JD Dillard

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

June 6, 2022

From: Charlie, Katherine & Felix Flannigan  
2402 Edgar Circle  
Valdosta GA

To: Department of Planning & Zoning  
Attention Mr. JD Dillard

Subject: Table Rezone Request

Dear Mr. Dillard,

In light of the ongoing controversy surrounding the request for rezone, it is our collective consensus that a request to postpone the vote by the Lowndes County Commission is indeed warranted; in order to continue dialogue with residents who apparently are under the impression that we are advocating for a future nightclub and or drive through alcohol sales at this location. I have met with the apparent leadership of the group and am presently unsure of what the groups other undisclosed overall opposition to General Commercial at the site.

Nevertheless, sincere dialogue needs to continue in order to see if we can move forward with conditions, therefore I am formally requesting that the decision be set aside for a period of 60 days from the scheduled vote by the commission.

Cordially,

A handwritten signature in blue ink, appearing to read 'Felix Flannigan', is written over a horizontal blue line. The signature is stylized and cursive.

Felix Flannigan

May 16, 2022

From: Charlie, Katherine & Felix Flannigan  
2402 Edgar Circle  
Valdosta GA

To: Department of Planning & Zoning  
Attention Mr. JD Dillard

Dear Sir,

Thank you very much for reaching out to inform us that our proposed zoning request has been placed on the Planning Commission schedule and is due to be heard May 23, 2022. While we have asked Mr. Stan Folsom to speak on our behalf on all matters related to the Re-zoning request. Nevertheless, we would like to share some intimate information which represents our reason for requesting said zoning change.

Our Family has a long history of residence in this community of more than 200 years. With membership in both Phillips Chapel as well as Riverside Baptist Church. I disclose this information to give you some insight into how important this communities next steps toward becoming a contributing economic resource that can be utilized by the county to enhance services throughout Lowndes County.

As we are all aware the County has expended significant resources along James Road as identified in your Consolidated Plan of which we found to be consistent with our hopes and desires for the area's growth. For that reason, we have chosen to Rezone the Property and to work with the County Economic Development to assist us in identifying the appropriate entity who can collaboratively develop the property appropriately. The area has long needed access to basic community resources such as Medical & Retail amenities. This represents our desire to assist in bringing that overall economic plan to fruition.

I view of the economic activity and plans being discussed concerning the James Road corridor we are very optimistic in the potential for healthy growth and respectfully request your support.

Cordially,

A handwritten signature in blue ink, appearing to read 'Felix Flannigan', is written over a large, light blue curved line that spans across the signature area.

Felix Flannigan



19 April 2022

Lowndes County Board of Commissioners  
327 North Ashley Street  
Valdosta GA 31601

Stan Folsom, GA RLS #2284  
1309 Edgewood Drive  
Valdosta GA 31601  
Office: (229) 244-2920  
folsom22@bellsouth.net

**Re: Re-zoning of 7.862 Acres located at the intersection of James Road & Smith Street  
for Felix A. Flannigan (Tax parcels 00187 084 & 0087 165, to be combined)**

Dear Commissioners;

On behalf of Mr. Felix A. Flannigan, Folsom Surveying LLC submits this letter of intent to rezone 7.862 Acres of land to **C-G (General Commercial)**.

Mr. Flannigan's property is:

1. Located within the Urban Service Area;
2. In a "Neighborhood Activity Center" Character Area, "a neighborhood focal point with a concentration of activities such as general retail, service commercial, professional office";
3. On James Road, a collector roadway, where infrastructure has been improved for the purpose of supporting a concentration of activities;
4. Within 500' of a "Community Activity Center" Character Area, "a focal point for several neighborhoods that has a concentration of activities such as general retail, service commercial, office professional"; and
5. Within 500' of property located within the "Community Activity Center" Character Area that is zoned C-H.

**Greater Lowndes 2030 Comprehensive Plan:**

**Goal 7: LAND USE** - To ensure the community's anticipated growth occurs in a well-integrated yet organized fashion, which protects our community resources, promotes efficient use of infrastructure and transportation facilities, and supports quality economic development.

**Policy 7.1** - The Urban Service Area, based on existing and planned infrastructure improvements, shall serve as a guide for future development.

**Objective 7.2.1** – Locate new development within the Urban Service Area.

In summary, I feel that Mr. Flannigan's proposed C-G Zoning is compatible with the James Road area.

Thank you for your consideration.

Sincerely;  
Stan Folsom, GA RLS #2284

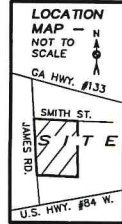
**Folsom Surveying LLC – Land Surveying & Related Professional Services**  
1309 Edgewood Drive – Valdosta, GA 31601  
Stan Folsom RLS #2284  
Office Phone  
229-244-2920  
[folsom22@bellsouth.net](mailto:folsom22@bellsouth.net)



ACCORDING TO THE FLOOD INSURANCE RATE MAP FOR LOWNDES COUNTY, GA & INCORPORATED AREAS MAP #13185C0205E EFFECTIVE DATE SEPTEMBER 26, 2008 THIS PROPERTY IS IN FLOOD ZONE "X" AN AREA DETERMINED TO OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN

"I CERTIFY THAT ALL MEASUREMENTS ARE CORRECT & WERE PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION;  
 \*THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF 1' IN 46,158' WITH AN ANGLE ERROR OF 4 SECONDS PER ANGLE POINT AND WAS NOT ADJUSTED.  
 \*THIS PLAT HAS BEEN CALCULATED FOR CLOSURE & IS FOUND TO BE ACCURATE WITHIN 1' IN 288,972'.  
 \*THIS PLAT HAS BEEN CALCULATED FOR CLOSURE & IS FOUND TO BE ACCURATE TO WITHIN 1' IN 182,963'.  
 \*MONUMENT & PIN LOCATIONS ARE AS IDENTIFIED ON THIS PLAT.  
 \*EQUIPMENT USED: LEICA TCRP 1203 ELECTRONIC TOTAL STATION & 100' TAPE.

BEARINGS WERE CALCULATED FROM ANGLES TURNED AND ARE REFERENCED TO THE BASELINE BEARING TAKEN FROM DEED BOOK 3047 PAGE 5.



THIS BLOCK RESERVED FOR THE CLERK OF THE SUPERIOR COURT

- LEGEND**  
 REBAR = CONCRETE REINFORCING BAR  
 R/W OR R.O.W. = RIGHT OF WAY
- = 5/8" IRON REBAR FOUND
  - ⊕ = 5/8" IRON REBAR FOUND WITH CAP #2101
  - ⊙ = 5/8" IRON REBAR FOUND WITH CAP #3015
  - ⊗ = 3/4" OPEN-TOP IRON PIPE FOUND
  - = DRILL HOLE PLACED IN GUTTER
- = PROPERTY BOUNDARY SURVEYED
  - - - - - = ROAD R/W LINE
  - - - - - = ADJOINING PROPERTY LINE

**NOTES**

- LOT #1 IS COMPRISED OF LOWNDES COUNTY TAX MAP 0087 PARCELS 084 & 165.
- LOT #1 IS LOCATED WITHIN 1000' OF LOWNDES COUNTY UTILITIES PER LOWNDES COUNTY'S VALOR GIS WEBSITE.
- LOT #1 IS ZONED C-G.
- \* FRONT MINIMUM BUILDING SETBACK = 70' FROM THE CENTERLINE OF THE RIGHT-OF-WAY + 1/2 ANY AMOUNT THE RIGHT-OF-WAY EXCEEDS 80'
- \* FOR A CORNER LOT, SIDE YARD SETBACK REQUIREMENTS FROM THE CENTERLINE OF THE RIGHT-OF-WAY OF ABUTTING STREETS SHALL BE EQUAL TO EIGHTY (80) PERCENT OF THAT REQUIRED FOR THE FRONT YARD SETBACK. ULDC SECTION 4.01.02 C.2. CONTACT THE LOWNDES COUNTY ZONING DPT. FOR HELP WITH INTERPRETATION.
- \* SIDE MINIMUM BUILDING SETBACK = 20'
- \* REAR MINIMUM BUILDING SETBACK = 12'
- 12.5' IS RESERVED ALONG SMITH STREET FOR FUTURE R/W WIDENING.
- FOR REFERENCE, ANY SETBACK VIOLATIONS (DWELLINGS, ACCESSORY BUILDINGS, SEPTIC SYSTEMS, WELLS, SIGNS, OR SWIMMING POOLS) WILL BE SUBJECT TO ADDITIONAL REGULATIONS, AND POSSIBLY CODE ENFORCEMENT VIOLATIONS, SETBACKS FOR ALMOST ALL ZONING DISTRICTS CAN BE FOUND IN TABLE 4.01.02(E) OR TABLE 4.06.02(B), OR SECTION 4.06.03(D).

**REZONING PLAT**

PLAT OF BOUNDARY RETRACEMENT and COMBINATION SURVEY for **FELIX A. FLANNIGAN** of **DEED BOOK 6867 PAGE 410 PLAT CABINET C PAGE 851** LOCATED IN LAND LOT #17 of the 12th LAND DISTRICT of LOWNDES COUNTY, GEORGIA FIELD SURVEY; 26 JANUARY 2022 PLAT DATE: 19 APRIL 2022



THIS SURVEY WAS PERFORMED AT THE REQUEST OF MR. FELIX A. FLANNIGAN.

AS REQUIRED BY SUBSECTION (d) OF O.C.G.A. SECTION 15-6-67, THIS PLAT HAS BEEN PREPARED BY A LAND SURVEYOR AND APPROVED BY ALL APPLICABLE LOCAL JURISDICTIONS FOR RECORDING AS EVIDENCED BY APPROVAL CERTIFICATES, SIGNATURES, STAMPS, OR STATEMENTS HEREON. SUCH APPROVALS OR AFFIRMATIONS SHOULD BE CONFIRMED WITH THE APPROPRIATE GOVERNMENTAL BODIES BY ANY PURCHASER OR USER OF THIS PLAT AS TO INTENDED USE OF ANY PARCEL. FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 15-6-67.

THE FOLLOWING GOVERNMENT BODIES HAVE APPROVED THIS MAP, PLAT OR PLAN FOR FILING AS INDICATED BY THE RESPECTIVE SIGNATURES BELOW WITH THE DATE OF SIGNATURE.

APPROVED BY DIRECTOR OF ENGINEERING, LOWNDES COUNTY, GEORGIA.

DATE \_\_\_\_\_ SIGNED \_\_\_\_\_  
 DIRECTOR OF ENGINEERING

APPROVED BY THE CHAIRMAN, TECHNICAL REVIEW COMMITTEE

DATE: \_\_\_\_\_ SIGNED: \_\_\_\_\_  
 LOWNDES COUNTY UNIFIED LAND DEVELOPMENT CODE  
 APPROVAL, CHAIRMAN, TECHNICAL REVIEW COMMITTEE

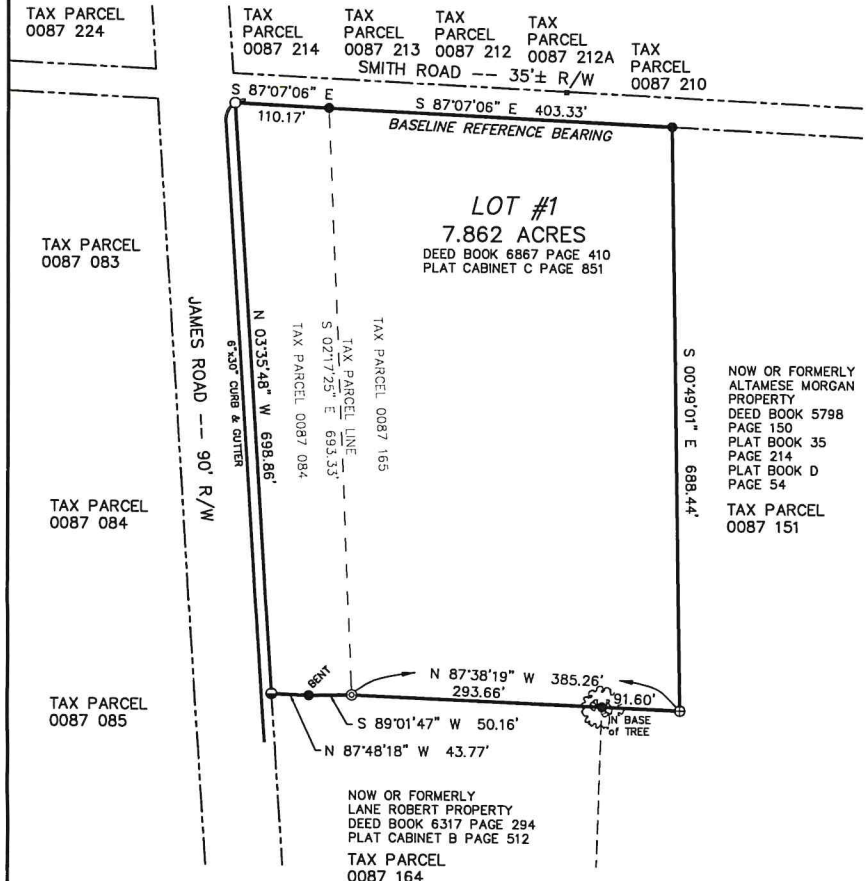
THE APPROVAL SIGNATURES ABOVE WERE NOT IN PLACE WHEN THIS SURVEY WAS ISSUED, AND IS TO BE PROPERLY OBTAINED PRIOR TO RECORDING.

*Stan Folsom* 19 APRIL 2022  
 STAN FOLSOM GA RLS #2284 DATE



FOLSOM SURVEYING, LLC  
 ROLAND STAN FOLSOM  
 GEORGIA RLS #2284  
 COA LSF000218  
 1309 EDGEWOOD DRIVE  
 VALDOSTA, GA. 31601  
 (229) 244 - 2920  
 folsom22@bellsouth.net

**SURVEY DATA NOTE:**  
 THE SOURCE OF THE TITLE DESCRIPTION FOR THE SUBJECT PROPERTY HEREON IS -DEED BOOK 6867 PAGE 410; GRANTEEES THEREIN ARE CHARLIE MACK FLANNIGAN, KATHERINE LOUISE FLANNIGAN and FELIX A. FLANNIGAN.



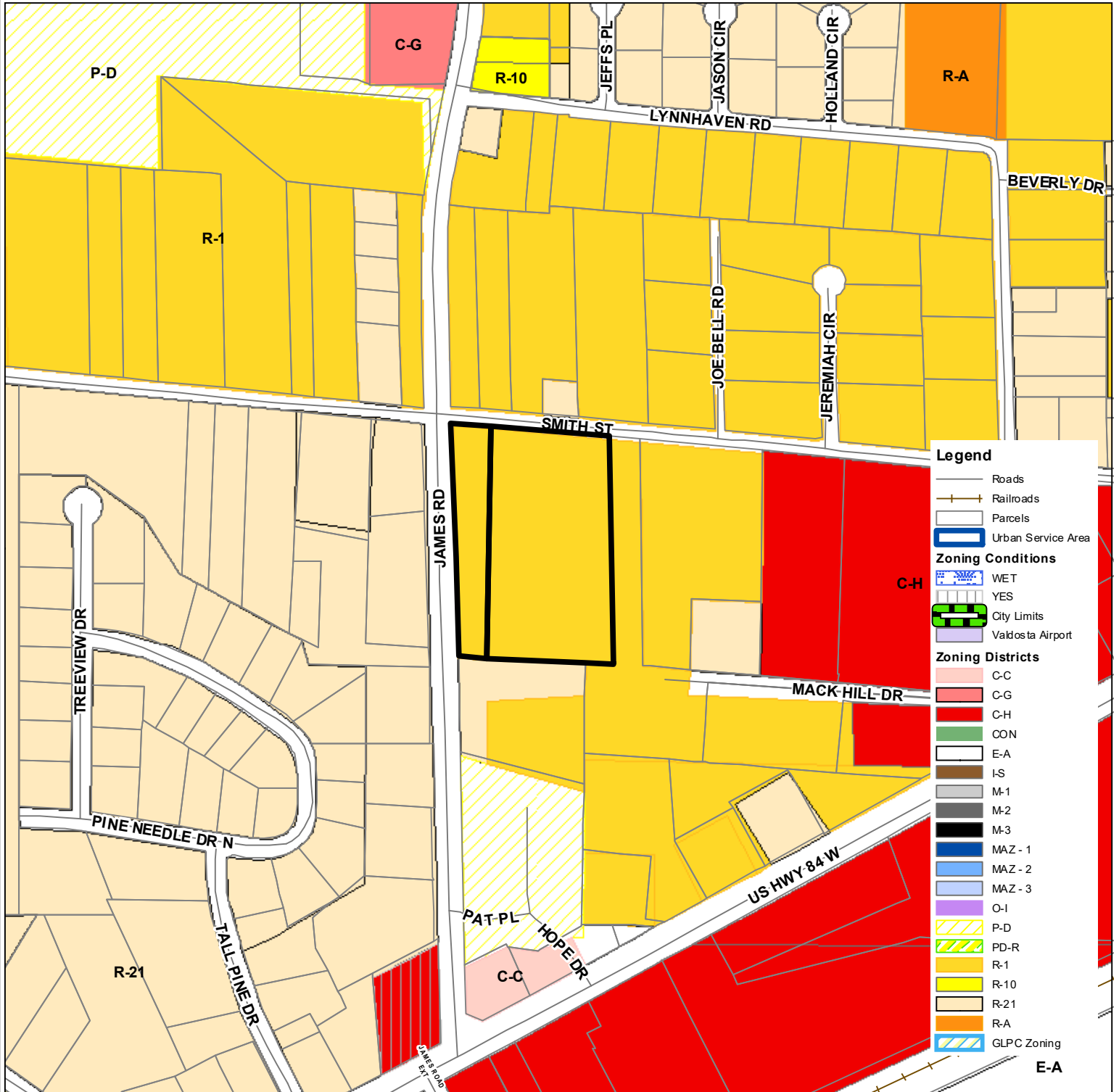


# REZ-2022-09

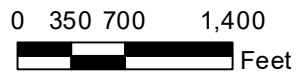
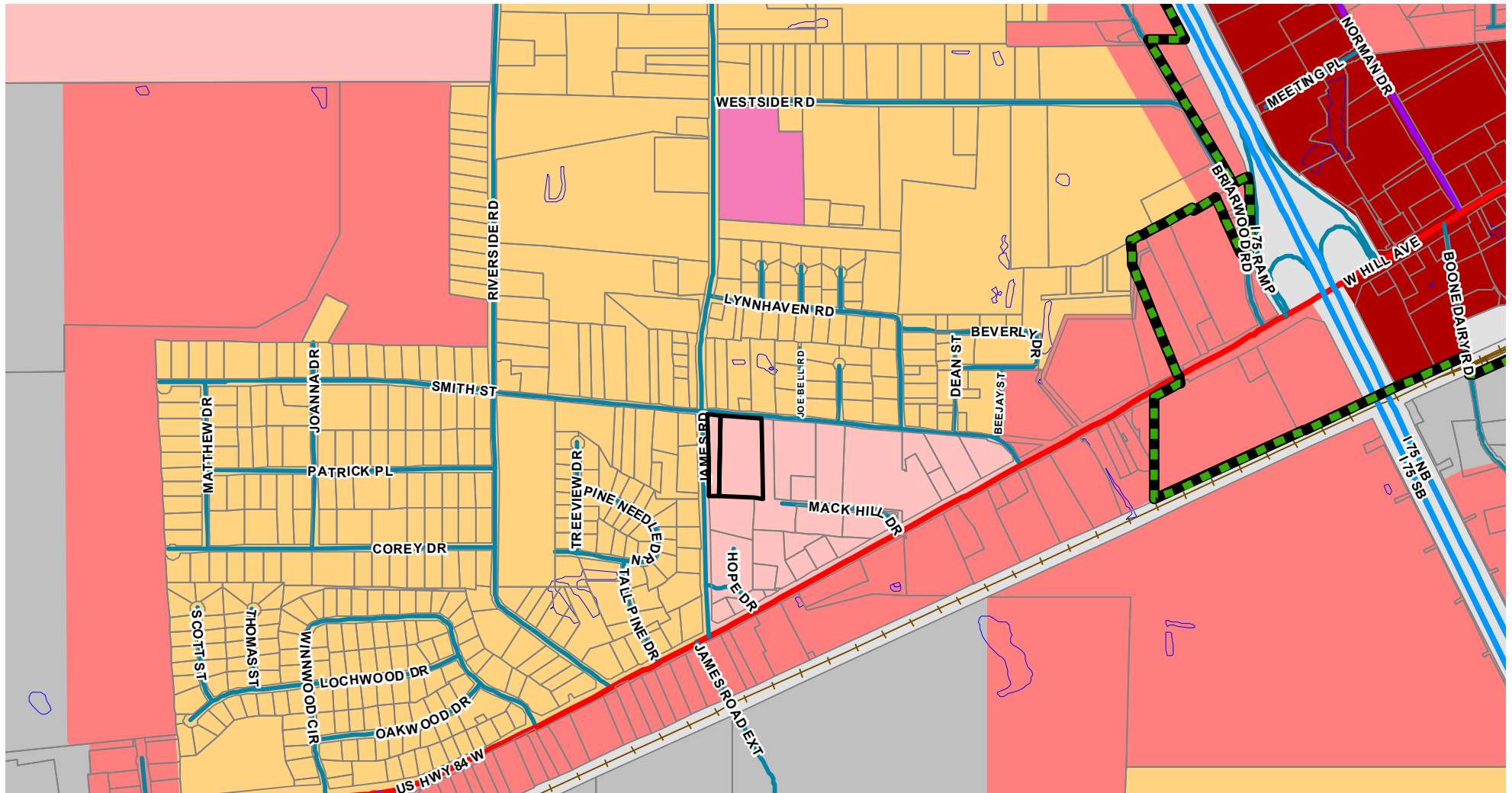
# Zoning Location Map

Flannigan  
Rezoning Request

**CURRENT ZONING: R-1**  
**PROPOSED ZONING: C-G**



## Flannigan Rezoning Request



### Roads

#### Functional Classification

- 1, INTERSTATE
- 3, OTHER PRINCIPAL ARTERIAL
- 4, MINOR ARTERIAL
- 5, MAJOR COLLECTOR
- 6, MINOR COLLECTOR
- 7, LOCAL
- Railroads

- Urban Service Area
- City Limits
- Parcels
- Open Water

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





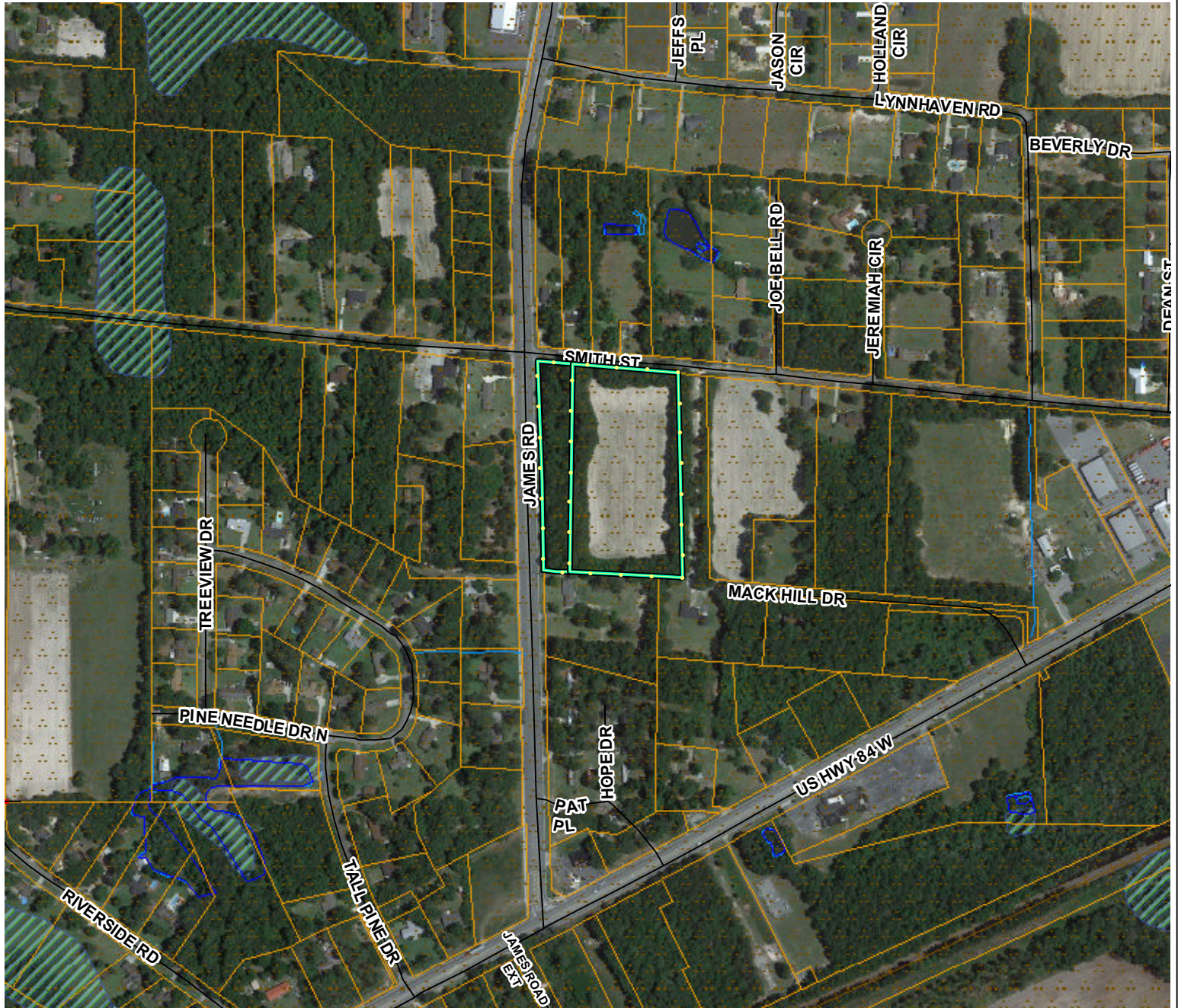
# REZ-2022-09

# WRPDO Site Map

## Legend

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

## Flannigan Road Rezoning Request



# Petition

Against Rezoning

Rez - 2022-09

From R-1 (Low Density Residential)

To C-G (General Commercial)

Located James Rd. & Smith St.

129  
+1 130

Name(s)

Address(es)

1. William C. Morgan 2181 Smith St. Valdosta, GA
2. Hamese Morgan 2181 Smith St Valdosta Ga
3. Nathaniel Baker 7321 James Road
4. Erna J. Baker 2321 James Rd.
5. Jeketo Wright 2204 Smith St
6. Ramy John 2149 Smith St
7. Cel. A. Roberts 2315 Mack Hill Dr.
8. Heleen J. Morgan 2315 Mack Hill Dr
9. J.P. Shell Johnson 2149 Smith St
10. Yung Thom 2162 Smith St
11. Essie Bruce Domes 2162 Smith St.
12. Robert Lane ~~2162~~ 2276 James Rd.
13. Freeman Hunter 2068 Dean St
14. Ernest Miller 2224 Smith St.
15. Oris Thomas 2060 Smith St.
16. Duke Hunter 2060 Smith St.
17. Lloyd Mallin 229-231-5874
18. Heley Webb 229-410-3049 <sup>2054</sup> Beverly Dr
19. Sandra Ann Dumps 229-444-3073 York Haven Rd.
20. Kenyada Henderson 229-474-0691
21. Sophia Sharp 2130 Jeremiah Cir



22. Jerome C. Merine
23. Moses Davis JR
24. Jim Ed
25. Vera L. Davis
26. Jerry L Wallace
27. Henrietta Wallace
28. Donna Hunter
29. Marah Hunter
30. Timothy Carter
31. Clises Carter
32. MARCUS PAULK
33. Esther M. Skille
34. Kenneth M
35. Clemmie Jean James
36. Hubert G. Myers
37. Marian Myers
38. Mammy Quincy
39. Wanda Rainey
40. Albion Buehn
41. Earl Manning
42. Earl Nestor Austin
43. Charles J. B.
44. Jeanette E. Davis
45. Vera Davis
46. Claude Davis
47. Opie Jean Hayes
48. Stacy M. L.
49. Kathy Patterson
50. Janet C. C.

- 2138 Jeremiah Cir. Valdosta GA
- 2166 Tozbell Rd. Valdosta GA
- 2178 Smith St. Valdosta GA 31601
- 2182 Smith St Valdosta GA 31601
- 2132 Jeremiah Circle
- 2132 Jeremiah Circle
- 2040 Lynnhaven Rd 31601
- 2040 Lynnhaven Rd 31601
- 2040 Beverly Dr. Valdosta GA 31601
- 2040 Beverly Dr. Valdosta GA 31601
- 2034 DEAN ST/VALDOSTA GA
- 20411 Smith St
- 2044 Smith St
- 2259 Smith Rd.
- 2272 Smith St
- 2272 Smith St
- 2344 James Rd
- 2344 James rd
- 2020 Beverly Dr. Valdosta, Ga
- 2100 Westside Rd 31600
- 2407 Patrick Pl Valdosta Ga 31601
- 2467 PATRICK PL
- 2519 Matthew DR. 31601
- 2403 Place Patrick Pl.
- 2403 Patrick Pl
- 2383 Smith Street Valdosta
- 2252 Smith St. Valdosta GA
- 2244 James Road Valdosta
- 2509 Hope Dr. Valdosta GA 31601

# Petition

Against Rezoning

Rez - 2022-09

From R-1 (Low Density Residential)

To C-G (General Commercial)

Located James Rd. & Smith St.

Name(s)

Address(es)

1. Laura Frazier 2493 James Rd
2. Dale Williams 2505 James Rd Val Ga 316
3. Lillie Frazier 2493 James Rd Valdosta
4. Dale Henry 2501 James Rd
5. Maigon Battle Sr. 2501 James Rd
6. Joshua Williams 2505 James Rd Val Ga 31601
7. Rene Fleming 2493 James Rd
8. Sheila Dove 2829 Hunter McCormick Rd
9. Wesley Lyles 2828 Hunter McCormick Rd
10. ChesRB Battle 2501 James Rd
11. L C Copeland Jr 2424 - James, Rd.
12. Addie E. Gay 2556 Grays Lane
13. Emlyn Wilson 2516 James Rd
14. Irene Gardner 2803 James River Road
15. SC Gardner 2803 James River Road
16. Henrietta Moody 2831 Hunter/McCormick Rd
17. Bernetta McConnehead 2831 Hunter/McCormick Rd
18. Lille Hamilton 2727 parkave Rd
19. Daryl Doro 2829 Hunter McCormick Rd
20. Clara O'Leary 2837 Hunter M.C. Rd
21. Mamie L. 2256 James rd, Valdosta

# Petition

Against Rezoning

Rez - 2022-09

From R-1 (Low Density Residential)

To C-G (General Commercial)

Located James Rd. & Smith St.

Name(s)

Address(es)

1. Johnny W. Boss \_\_\_\_\_
2. Barbara Boss \_\_\_\_\_
3. Patricia Sze \_\_\_\_\_
4. ~~John V. Sze~~ \_\_\_\_\_
5. Dele Bernier \_\_\_\_\_
6. Calvin Bernier \_\_\_\_\_
7. Shamek Sharp \_\_\_\_\_
8. Shayrian Sharp \_\_\_\_\_
9. Carolyn Bernier \_\_\_\_\_
10. Janet Bernier \_\_\_\_\_
11. Carolyn Bernier \_\_\_\_\_
12. Rich Szes \_\_\_\_\_
13. Keon Jackson \_\_\_\_\_
14. Donald Stokes \_\_\_\_\_
15. Angela Hampton \_\_\_\_\_
16. Tommy Hampton \_\_\_\_\_
17. L.J. Austin \_\_\_\_\_
18. Leon Mitchell \_\_\_\_\_
19. Kennedy Williams \_\_\_\_\_
20. Liffaise Warren-Williams \_\_\_\_\_
21. Kendrick Warren-Williams \_\_\_\_\_

- 22. Imogene Williams
- 23. Helen Williams
- 24. Edwin Williams
- 25. James A. Hayward
- 26. Max E. Hayward
- 27. Stephanie V. Hayward
- 28. James D. Hayward
- 29. Amie Jean Higgins #47
- 30. Arthur Smith
- 31. Paula Smith
- 32. John Smith
- 33. Wesley L. Baker
- 34. M. MacArthur
- 35. Racina Wall
- 36. Rene Waller
- 37. Anastasia Wall
- 38. John Wall
- 39. Willie Jean Mitchell
- 40. CHARLES E. MACKLIN SR.
- 41. Arsabel Barb
- 42. \_\_\_\_\_
- 43. \_\_\_\_\_
- 44. \_\_\_\_\_
- 45. \_\_\_\_\_
- 46. \_\_\_\_\_
- 47. \_\_\_\_\_
- 48. \_\_\_\_\_
- 49. \_\_\_\_\_
- 50. \_\_\_\_\_



# Petition

Against Rezoning

Rez - 2022-09

From R-1 (Low Density Residential)

To C-G (General Commercial)

Located James Rd. & Smith St.

Name(s)

Address(es)

1. Curt H. Jones \_\_\_\_\_
2. Brian Jones \_\_\_\_\_
3. Jacquelyn Aldredge \_\_\_\_\_
4. Kenneth B. Healy \_\_\_\_\_
5. Reatha Healy \_\_\_\_\_
6. Janece Peterson \_\_\_\_\_
7. Chantony Johnson \_\_\_\_\_
8. Angelica Johnson \_\_\_\_\_
9. Michelle Miller \_\_\_\_\_
10. Michelle Miller \_\_\_\_\_
11. Janice L. Graham \_\_\_\_\_
12. Reatha Healy \_\_\_\_\_
13. \_\_\_\_\_
14. Betty Anderson \_\_\_\_\_
15. Robert Nelson \_\_\_\_\_
16. \_\_\_\_\_
17. \_\_\_\_\_
18. \_\_\_\_\_
19. \_\_\_\_\_
20. \_\_\_\_\_

# Petition

Against Rezoning

Rez - 2022-09

From R-1 (Low Density Residential)

To C-G (General Commercial)

Located James Rd. & Smith St.

Name(s)

Address(es)

- |     |                        |                           |
|-----|------------------------|---------------------------|
| 1.  | <u>Grayson BATTLES</u> | <u>2690 JAMES ROAD</u>    |
| 2.  | <u>TEA BATTLES</u>     | <u>2670 JAMES ROAD</u>    |
| 3.  | <u>Scott Salardi</u>   | <u>3729 Kingslake Ct</u>  |
| 4.  | <u>AGGIE SALARY</u>    | <u>3729 Kingslake Ct,</u> |
| 5.  | _____                  | _____                     |
| 6.  | _____                  | _____                     |
| 7.  | _____                  | _____                     |
| 8.  | _____                  | _____                     |
| 9.  | _____                  | _____                     |
| 10. | _____                  | _____                     |
| 11. | _____                  | _____                     |
| 12. | _____                  | _____                     |
| 13. | _____                  | _____                     |
| 14. | _____                  | _____                     |
| 15. | _____                  | _____                     |
| 16. | _____                  | _____                     |
| 17. | _____                  | _____                     |
| 18. | _____                  | _____                     |
| 19. | _____                  | _____                     |
| 20. | _____                  | _____                     |

LOWNDES COUNTY BOARD OF COMMISSIONERS  
COMMISSION AGENDA ITEM

SUBJECT: REZ-2022-10 The Campus Transitional Care Facility, 2193 Howell Rd, E-A to P-D, Well & Septic ~23 acres

DATE OF MEETING: June 16, 2022

Work Session/Regular Session

BUDGET IMPACT: N/A

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: REZ-2022-10 The Campus Transitional Care Facility, 2193 Howell Rd, E-A to P-D, Well & Septic ~23 acres

---

HISTORY, FACTS AND ISSUES: This case represents an attempt by the applicant to change the zoning of ~23 acres for the development of a Transitional Care Facility. The ULDC defines a Transitional Care Facility as the following:

A building or buildings in which is provided long-term, but not permanent living accommodations for one or more persons who are in need of short-term or long-term housing assistance, and in which may also be provided meals and social services including physical therapy, social therapy, emotional therapy, counseling, rehabilitation, or substance abuse recovery assistance.

This potential facility is not currently licensed for substance abuse recovery assistance. Beyond a support group or outside visit from a licensed counselor, clients with substance abuse needs will be referred to other facilities, organizations, or counselors licensed for such care. The rezoning is necessary because Transitional Care Facilities are not an allowable use in Estate Agricultural (E-A) zoning. For reference, the subject property has frontage on Howell Road, a County-maintained major collector (3,000 to 6,000 Vehicles Per Day). The current uses along this portion of Howell Road are dominantly a mixture of sparsely settled residential and agricultural parcels. Concerning the Future Development Map, the subject property is within the rural service area and depicted as an Agricultural/Forestry Character Area.

The overall occupancy could reach up to 52 residents based on the proposed site plan before additional life safety code measures are applied. The applicant is planning on developing the property in phases, with a maximum occupancy of five residents per house, and one resident per cabin.

Overall, staff found the request inconsistent with the Character Area, but consistent with the goals and policies of the Comprehensive Plan. The largest concerns for the TRC were ensuring that the proposed use was able to be developed on the subject property and that its impacts on the surrounding area were manageable. At this point, it is the hope of staff that the benefit the proposed use brings to the community and the proposed site plan with its buffering and setbacks will mitigate any potentially negative effects on surrounding properties.

The Planning Commission heard the request and the concerns of the neighbors, and recommended denial by a vote of (7-3).

OPTIONS: 1) Approve  
2) Approve with Conditions  
3) Table  
4) Deny

RECOMMENDED ACTION: Board's Pleasure

DEPARTMENT: Planning/Zoning

DEPARTMENT HEAD: JD Dillard

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:



## Letter of Intent

Redeemed Living is a Non-Profit 501C-3 Faith Based Recovery Residency for Men to live sober after addiction. The operating budget for Redeemed Living is funded through the rent paid by the Residents.

Our Residents come to us after they have completed an intensive alcohol and drug rehabilitation program. Redeemed Residents are required to maintain full time employment, attend weekly recovery meetings, and become an active member at a Church of their choosing.

## The Campus

Located at 2193 Howell Road, Lowndes County, with close proximity to Valdosta for employment, recovery meetings (CR & AA etc.) and multiple choices for Church Worship.

A campus setting with comfortable housing and surroundings for twenty five Residents. A quality of life that encourages them to stay years rather than months.

Residents will move from sharing a room (Phase 1) to single occupancy cabins (Phase 3), all on campus with accountability, structure, and support.

Our goal is for the Residents to become spiritually and financially fit to develop into productive members' of our community.

A campus with an amenity base designed for fellowship, health, self-sufficiency, and fun. The Campus, Redeemed's Faith-Based Community.





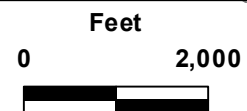
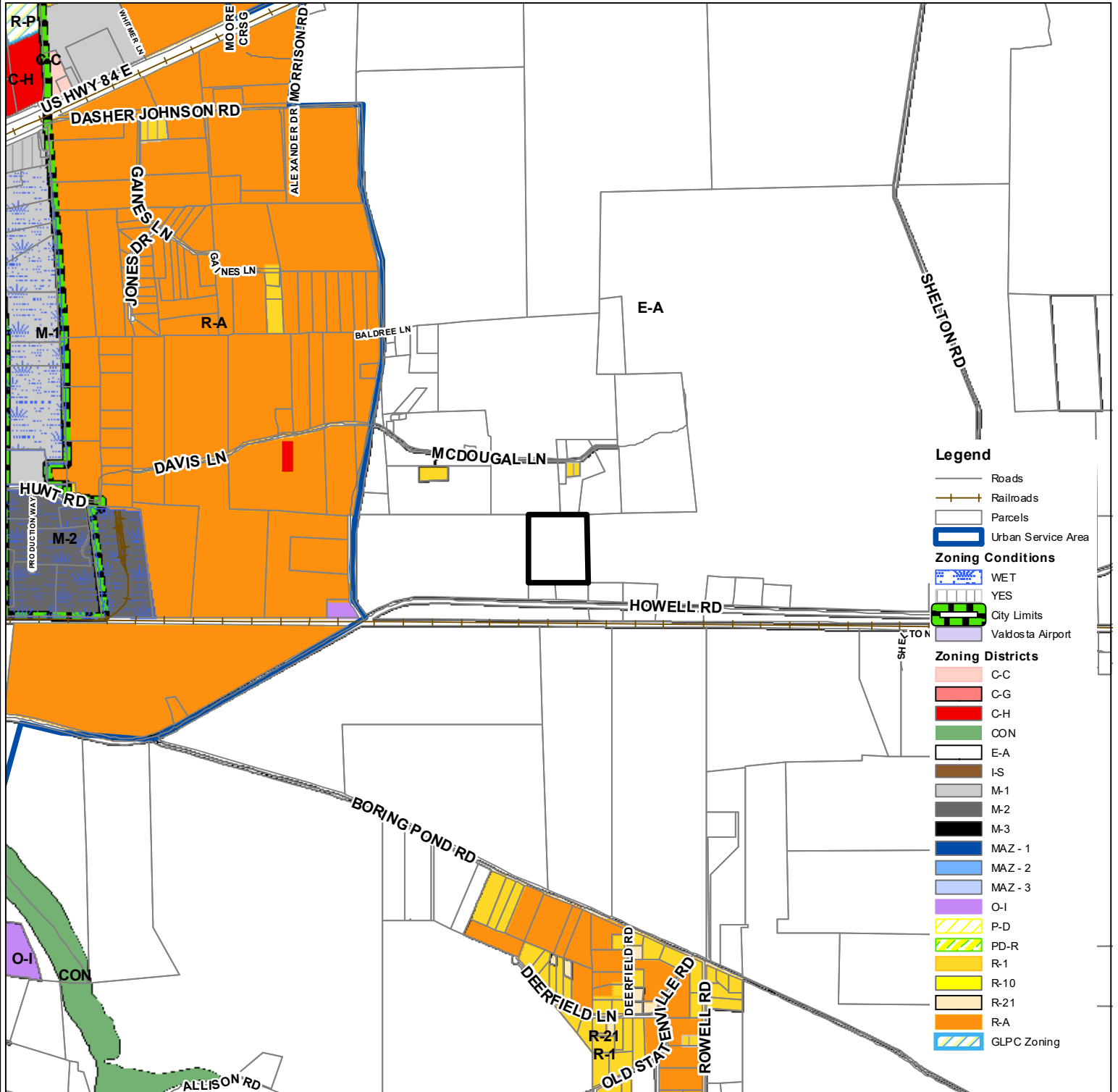


# REZ-2022-10

# Zoning Location Map

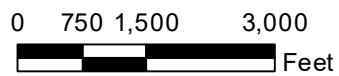
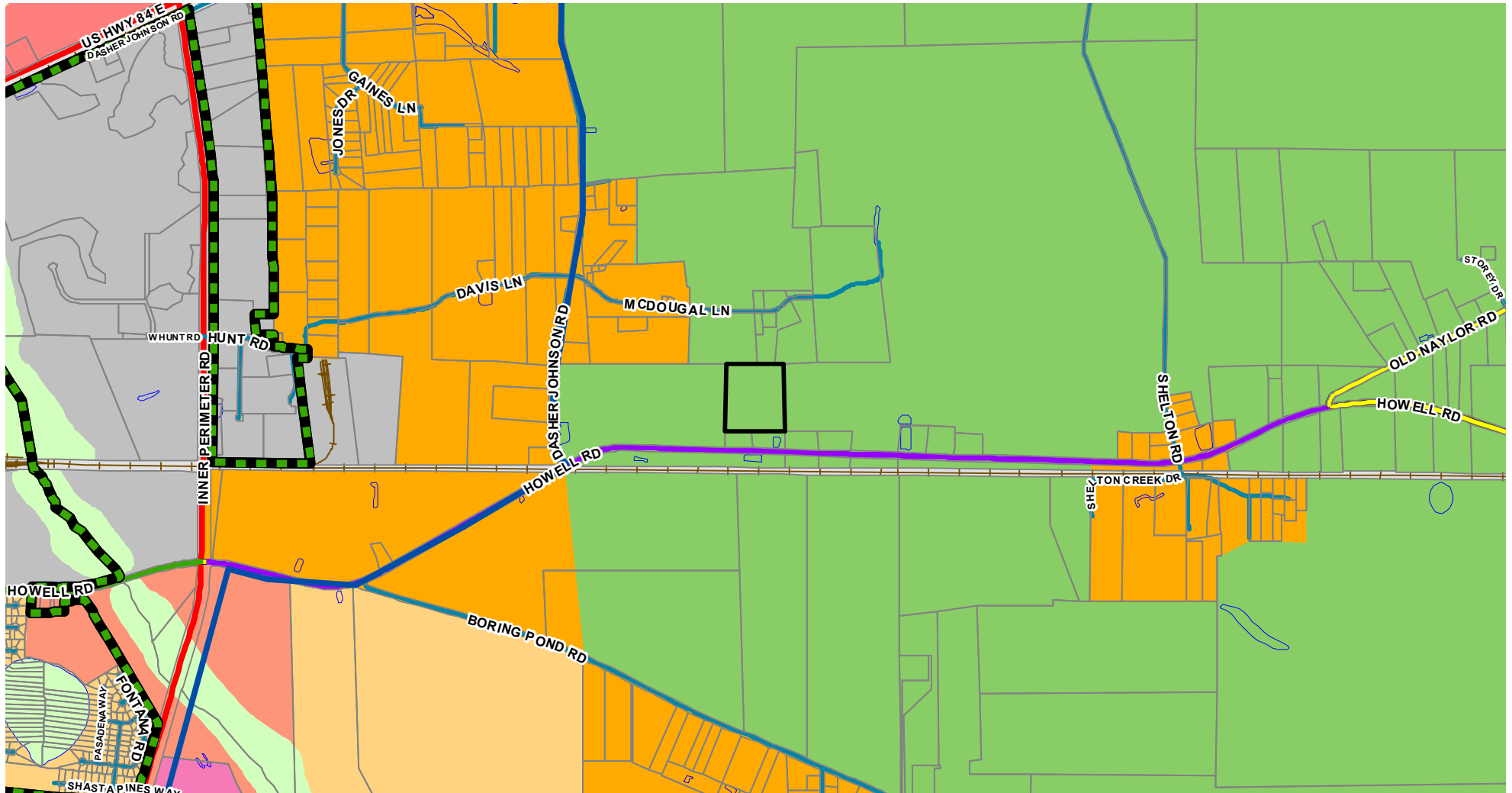
The Campus  
Rezoning Request

**CURRENT ZONING: E-A**  
**PROPOSED ZONING: P-D**





## The Campus Rezoning Request



### Roads

#### Functional Classification

- 1, INTERSTATE
- 2, OTHER PRINCIPAL ARTERIAL
- 3, OTHER PRINCIPAL ARTERIAL
- 4, MINOR ARTERIAL
- 5, MAJOR COLLECTOR
- 6, MINOR COLLECTOR
- 7, LOCAL
- Railroads

Urban Service Area

City Limits

Parcels

Open Water

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




















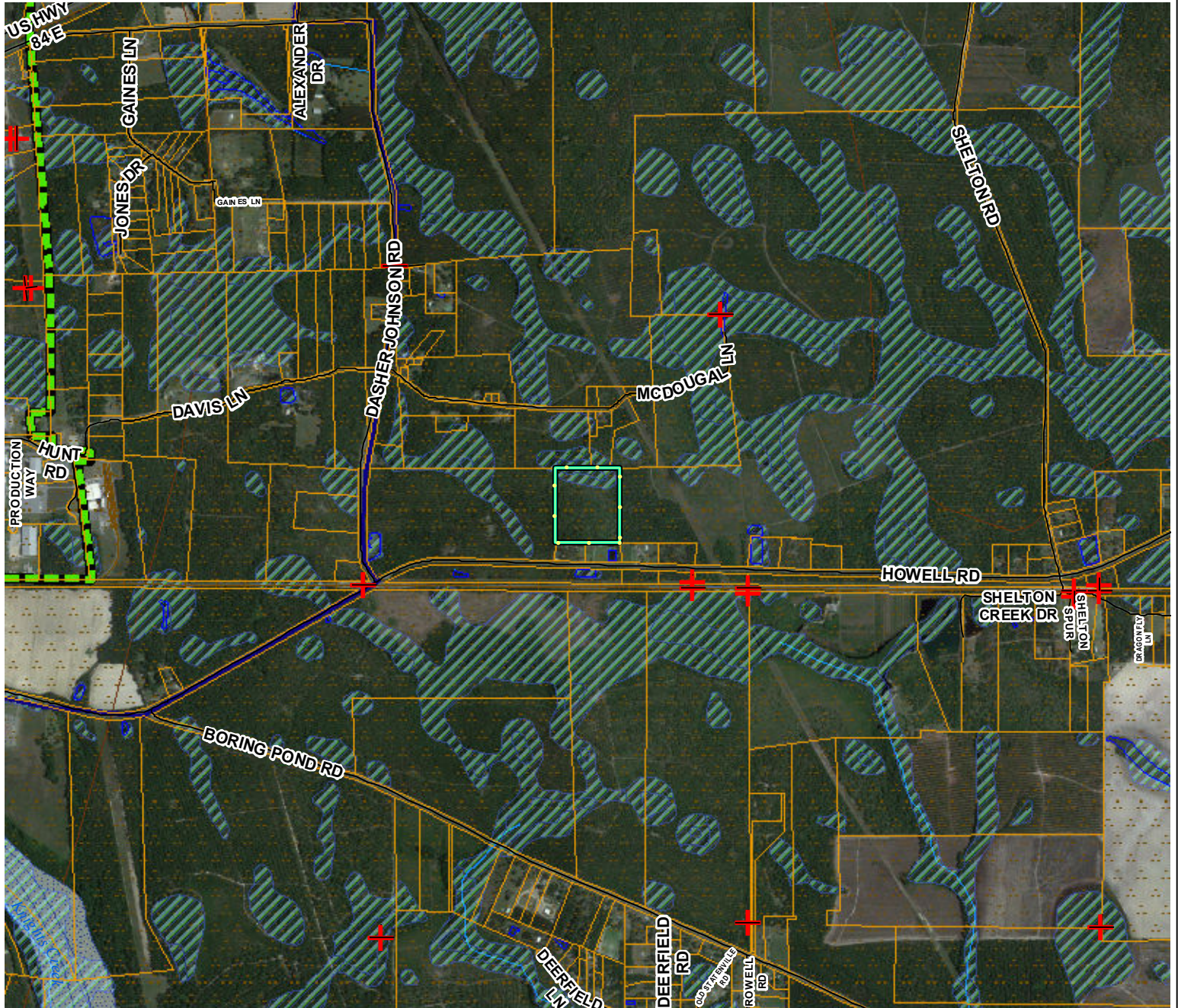
# REZ-2022-10


# WRPDO Site Map

## Legend

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

## The Campus Rezoning Request



200800  
 Feet



May 23, 2022

TO: Lowndes County Board of Commissioners and Planning Commission

RE: Rezoning 2193 Howell Road

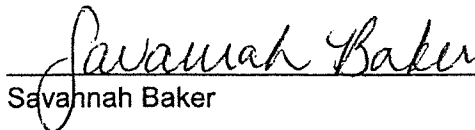
My name is Savannah Baker, I reside at 4046 Old Naylor Road (2.2 miles from 2193 Howell Road). This letter has been created with collective concerns from my family and the community that surrounds me. While we personally would love for people to receive help with overcoming their addictions, we are concerned for their choice of location, their curriculum vitae, and their goals and abilities to manage such a facility of this measure. We have researched as much information as we could on such short notice. With our research, it appears that you would only have one or two people, if any, that would possibly meet the minimum requirements to run such a facility. There are also concerns that this facility, like many, is just a way to create revenue. These concerns are being voiced based on a quote from one of the board members of Redeemed Living, when being asked how the property was going to be managed this quote stated, "This is only one of six income streams I work in monthly." While this statement might have been taken out of context, it is believed by my family and our community that their goals are not taken seriously.

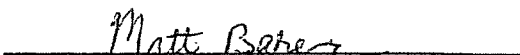
My husband and I have a total of 31 years combined law enforcement experience. Throughout our career, we have dealt with many people battling addiction. From our knowledge, training, and experience, these addictions are rarely overcome and the relapse leads to more criminal activity. We are also aware of society's need for change with drug abuse and wish that programs like these were more successful. However, from our experience and from statistics collected from The Federal Bureau of Prisons, Department of Justice, and National Institute on Drug Abuse, 85% of individuals relapse within a year of treatment (National Institute on Drug Abuse), relapse for drug and alcohol use are an estimated 40-60% while in recovery(americanaddictioncenters.org). We also know that with drug abuse other criminal activity is habitual. Such crimes commonly associated with drug use range from burglary, rape, robbery, murder and other crimes all to facilitate their addiction.

With methamphetamine being very prevalent in Lowndes County, we are also aware from our law enforcement experience that methamphetamine users are extremely promiscuous and are involved in a large range of sexual crimes.

This type of facility, being run by individuals, is not regulated or required to obtain licensing or permits through the State of Georgia. This means there would be no system of checks and balances to ensure this facility is running properly and meeting expectations.

Due to our knowledge and experience we feel that this facility would be poorly run and a danger to our community. We ask that the consideration for rezoning of the property located at 2193 Howell Road be denied and never reconsidered.

  
Savannah Baker

  
Matt Baker

Jamie and Shana Thomas  
2790 Howell Road  
Lake Park, GA 31636  
22 May 2022

To Whom It May Concern:

I have several concerns regarding the proposed development in question. Below I will discuss them. For one rezoning and a development of this magnitude is concerning due to the disruption it poses for our quiet area. Second the type of development is concerning to the area. Lastly, I feel things have already not been following the proper protocol.

The property in question is a single-family home in an area zoned estate agricultural. All homes located in or near the area are single family homes. While homes are spread out this is still a community. A community of people who have chosen to live in an area where they can be spread out from neighbors and avoid developed areas. I have personally lived in this area most of my life. I chose to return and build a house on some acreage to raise a family. Rezoning one area opens the door for more rezoning in surrounding properties. If I wanted to live in a developed area I would have moved to a neighborhood. The proposal to bring 22 houses/cabins to 23 acres would constitute a development.

While my home is approximately 1.6 miles away from the proposed development that is an easily walkable distance. I applaud the willingness to help those trying to get their life back on track. However, I do not like the idea of 52 recovering addicts being within a walking distance of my home. This type of development should be placed in an area with the already appropriate zoning or an area that does not already have homes that are within a walking distance from the development.


The CEO of Redeemed Living is said to have a home on 35 acres in the county. Why did he not feel like his own land would be a great location for this development. 35 acres would give the facility even more land to work with. This would also make him readily available should any problems arise in one of the homes or cabins. Maybe he is concerned about the development near his personal home and children??

Furthermore, from a legal standpoint the notice to the community should have been posted for 15 Days before this meeting. The sign was placed on Wednesday. Wednesday to Monday does NOT equal 15 Days, in fact it is not even half. Why the rush?? Is it so no one has the time to object??

Please consider all the concerns of the citizens of this area. Please put yourselves in our positions and really think how you would like this development in the area you live in. Within walking distance of your children or grandchildren. There are other areas that this development could go to avoid already populated areas.

Sincerely,

Jamie and Shana Thomas



May 23, 2022

To whom it may concern:

I live at 3999 Old Naylor Road with my wife Lynn George. We are very much opposed to the development at 2193 Howell Road.

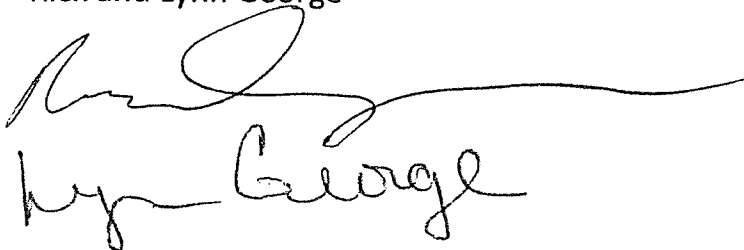
This is an area that I grew up in and we enjoy the peace and quiet of the country life. We have raised 3 boys here as 4 generations of my family have lived on this road for over forty years. Most of the people out here enjoy hunting, fishing and farming. Everyone knows and trusts their neighbors. We watch out and help each other.

We feel like rezoning this area to allow a planned for sober living may bring a element to this area that we have worked so hard to keep away from our families. We enjoy our agricultural lifestyle and we have young children who still play in the streets and we do not want them endangered by others who have not made the best life choices. There are many parcels available inside the city limits that wouldn't require rezoning for this campus.

Please do not allow this rezoning request and let Mr Moore put his proposed facility in his own back yard.

Sincerely,

Rick and Lynn George

Handwritten signature of Lynn George in cursive script, written in black ink. The signature is positioned below the typed name 'Lynn George'.

May 23, 2022

To Whom It May Concern,

I am requesting that the property located at 2193 Howell Road and the adjoining acreage not be permitted for rezoning. People in our area are very concerned after discovering that this property is going to be used as a privately operated alcohol and drug addiction recovery facility. While it is wonderful that people in our area are trying to recover from an addiction, I feel like this is not the best location for a facility of this nature. As we all know, most people recovering from an addiction have other issues that go along with it (stealing, lying, etc.) and can't be trusted. I personally live a few miles down the road, and I don't want an alcohol and drug facility this close to my home. I have two teenage daughters that I wouldn't feel safe leaving home alone with the rehab location being so close to us. I am also a teacher at Moulton-Branch Elementary, and this facility would be located about 2 miles away from the school. I don't feel it would be safe to build this facility so close to two elementary schools in our area (Moulton Branch and JL Lomax). Please take into consideration these concerns before making a final decision.

Sincerely,

A handwritten signature in cursive script that reads "Carrie Dampier". The signature is written in black ink and is positioned below the word "Sincerely,".

Carrie Dampier  
4085 Storey Drive  
Lake Park, Ga 31636

May 23, 2022

GREATER LOWNDES PLANNING COMMISSION

DATE OF MEETING: May 23, 2022

SUBJECT: Rezoning case REZ-2022-10

ACTION REEQUESTED ON: REZ-2022-10 The Campus Transitional Facility, Howell Road  
E-A to P-D, Well & Septic, 23 acres

To Whom It May Concern:

This is in reference to the rezoning request for property at 2193 Howell Road from E-A to P-D to accommodate the development of a Transitional Care Facility. This would not be in the best interest of our community, for it would be housing alcoholics, drug addicts, pedophiles, and who knows what else. *There is an elementary school within walking distance of this location, which could make it a target.*

This potential facility is not licensed by the State, and has no rules and regulations. As you know, all institutions cannot operate without set guidelines. I am asking that you please **DENY** this rezoning request, and preserve this quiet and peaceful community.

Thank you,



Etta J. Harris  
4090 Old Naylor Road  
Lake Park, GA 31636

# D

Jenene B. Dasher  
4053 Storey Drive  
Lake Park, GA 31636  
229-251-7464

Regarding the re-zoning of property at 2193 Howell Road, Lake Park, GA

My name is Jenene Dasher. I live at 4053 Storey Drive, Lake Park, GA, approximately 2 miles from the aforementioned property to be re-zoned.

My late husband and I built the house next to this property and lived there 30 years before moving to my current location on family land.

While I commend those that want to be relieved of their addictions, I am concerned over the location.

I am against the re-zoning of this location for several reasons. First, this property is located close to family properties. Not only on Howell Road but there are several families that their properties join up to the back of the property to be re-zoned. This establishment would be prey to unscrupulous people trying to sell illegal substances to those mentally weakened by their addictions.

Also, there are 2 elementary schools close to this location. There could be law enforcement action that could jeopardize these locations. Children should not be subject to potential danger.

Traffic is also a big concern. The intersection at Perimeter and Howell Road have been the topic of many regarding the crossing of this intersection,



especially during the morning, lunch and getting out of school and work hours. There have been many wrecks there and several deaths at this intersection. If this facility is allowed to come to the re-zoning location, there would be a substantial increase in traffic. The train which crosses Howell Road is a point of concern. It blocks the crossing and causes traffic problems.

The eco-system would be disrupted, as well. There is a lot of wild life in the area that would lose their homes. I've seen deer, fox, wild ducks, bald eagles, bear as well as Florida panthers in this area while I lived there.

In conclusion, I believe the facility needs to be within the city limits to be closer to potential jobs, stores, doctors, hospital and law enforcement.

Thank you for consideration and letting me voice my concerns.

Respectfully,

*Jenene Dasher 5-22-22*

Jenene Dasher

To whom it may concern:

My husband, Lonnie George, and I Joe George live at 4007 Old Naylor Road. We are very much opposed to the development at 2193 Howell Road.

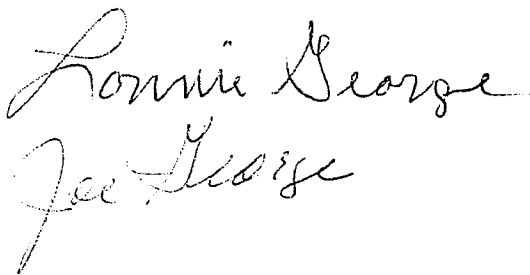
This is a quiet country area where the residents can hunt and fish. We live a quiet life and like it that way. As senior citizens we need the safety and quietness of the area. Our family has been on this land for almost 40 years and this drug rehab is the last thing we need here.

We feel that a drug rehab facility will bring in drugs and crime to our quiet area. We have young teenage granddaughters and don't want them exposed to this behavior.

We urge you strongly to deny this request. If you don't, you will see this area at the ballot box.

Sincerely,

Lonnie and Joe George

The image shows two handwritten signatures in cursive. The top signature is "Lonnie George" and the bottom signature is "Joe George". Both are written in dark ink on a white background.

2.

Steve + Mary Bridges  
4112 Old Naylor Rd.  
Lake Park, Ga. 31636

We are totally AGAINST the re-zoning of the property at 2193 Howell Rd. to Planning Development!

As the original owner of this property at 2193 Howell Rd. (4 acres + house) (fka: Mary Sanders) this property should stay zoned as Agriculture.

We are against any development and will destroy our wetlands not to mention lessen our property value.

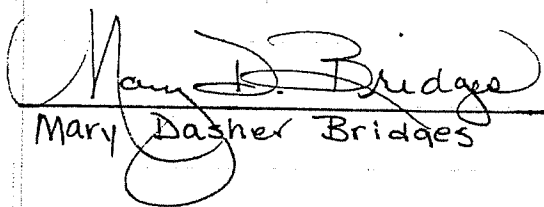
This whole area is family orientated as I have many family members, grandchildren and friends plus 2 elementary schools in this area. I feel it would be unsafe for our community as you would have Drug/Alcohol addicts and possible Sex offenders.


I understand Mr. Moore has 35 acres of his own so he needs to build his rehab facility on his own property or is it because he has young children himself and don't feel safe for them?

2/

This seems like we are not getting the whole / truth story as the re-zoning sign was just put up + now the meeting is Monday 23rd. We do not want this shoved down our throats!

Again, we want this property at 2193 Howell Rd to stay zoned as AGRICULTURE!

  
Mary Dasher Bridges

  
Steven F. Bridges, Sr.

5/23/2022

Dear Zoning Commission, Town of Coweta, Ga.

I have been informed of a property rezoning application case number RBZ-2022-10. This application would change from EA to PD. This property is located at 1293 Howell Rd. I have been informed that proposed use would be establishment of a drug/alcohol rehab center. This use of the property is completely unacceptable. This neighborhood has numerous families (most young). Schools are in this area and traffic is already heavy. I have reservations of cost; of safety from users losing driving privileges; of adequate manpower; of adequate regulation by county, state, and federal personnel; may I submit my objection as landowner, taxpayer, and lifelong resident of Coweta county for this rezoning. I thank you for your consideration.

Robert Jason IT/CI Ret USAF  
4029 Old Naylor Rd  
Lake Park GA 31636

Cheryl Black  
2657 Howell RD,  
Lake Park, Ga. 31636

To the Commissioners of Lowndes County, Georgia,

This letter is concerning the rezoning of a parcel of land located at 2193 Howell Rd. from Estate Agricultural to Planned Development in order to build housing for drug addicts. There will be no licensed counselors and the addicts will be allowed to come and go wherever they please even in our back yards. There is no guarantee that we will not have any problems with at least some of the residents, They will not all be clean, some are going to revert back to their drug ways and will need money from somewhere.

I would like to state my objections and concerns in this matter. I totally object to these housing units, around fifty-three units, within ten years, being built in a family community area, I have lived on Howell Rd. forty-eight years, I am a widow, seventy two years old and live alone. My husband and I built a house on Howell Road on family land in the year 1974. This land has been in the family for over a hundred years. It has always been a residential area and should stay a residential area. I think that as a land owner and resident for so may year I should not have to feel unsafe.

I should not have to worry if someone with drug issues will cause problems in our neighborhood. I fear having these residents nearby can lead to more and more issues like theft, robbery, hurting someone or killing someone. I am sure you are all aware of what happens in neighborhoods with crime issues. Once it gets, started it will not stop. It will also decrease the value of our homes, as no one will want to live in this area with drug housing right down the road from them. We have to be concerned with our children and grandchildren being hurt or worse. Look at the statistics for crime. Also, elderly people live out this way and are often the ones that crimes are committed against because they are easy targets and cannot defend themselves.

I worked at Valdosta State Prison for almost twenty years and I am fully aware of what can happen, and I am aware of the behavior of drug addicts. There is always someone that gives into their addiction. They will do anything to get the drugs they need.

I have already encountered a crime done by a drug addict who broke into and robbed my home a number of years ago so I do know what I am talking about. I should not have to worry about this now at my age. I don't understand how this rezoning is even possible and why we are having to fight for our homes and safety.


Just as you do we have a right to live without fear for ourselves, our children, grandchildren and all our family. We also have the right not to lose the value we have in our homes that we have worked so hard to earn. I feel as long term residents of the area our feelings and concerns should outweigh that of a development company and should be the deciding factor for not approving this rezoning petition.

If you really want to be truthful to yourself, I am sure not one of you would allow these housing units in your neighborhood.

In closing, please really think about your reaction to these drug housing units being put in your neighborhood around your children, grandchildren, your elderly family members and yourself. Also, think about how it would affect the value of your homes and what crime could be introduced to your neighborhood.

Thank you for your consideration. Please do not approve this rezoning petition.


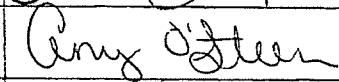

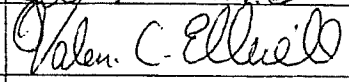
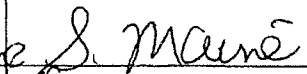
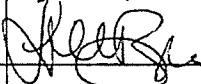


Sincerely,

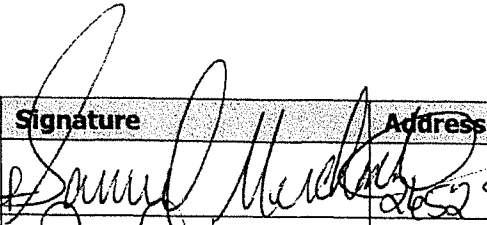
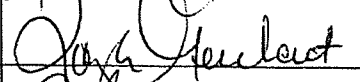
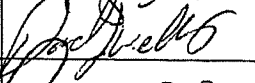
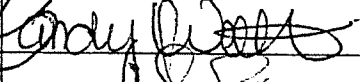
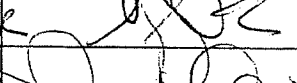

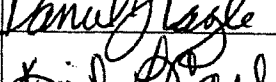

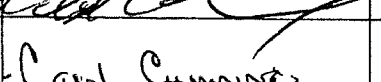
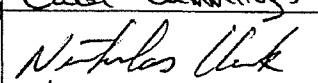
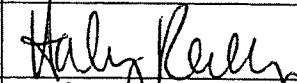

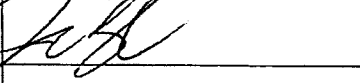

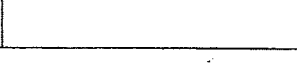
  
Cheryl Black


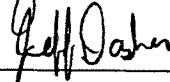



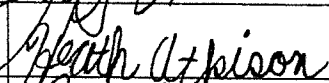

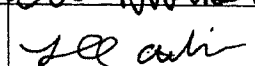
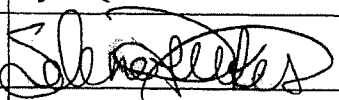
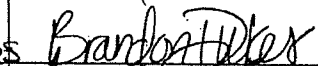
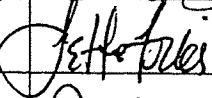
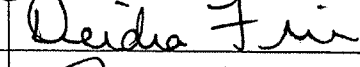

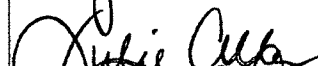
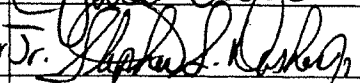
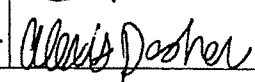


## Petition to prevent rezoning at the location of 2193 Howell Road

Petition summary and background	The potential buyer of the property located at 2193 Howell Road and adjoining acreage, is attempting to rezone residential property in an attempt to set up a privately operated alcohol and drug addiction recovery facility.
Action petitioned for	We, the undersigned, are concerned citizens who urge our leaders to act now to prevent the rezoning of the location of 2193 Howell Road and for the area to remain agricultural or residential.

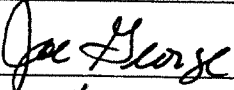
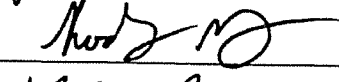
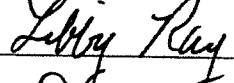
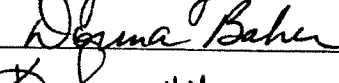
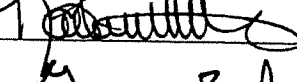
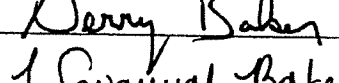
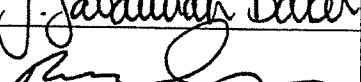

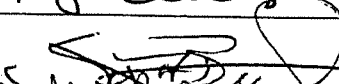

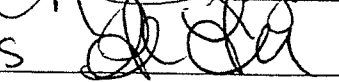

Printed Name	Signature	Address	Comment	Date
Carrie Dampier		4085 Storey Dr Lake Park, GA 31636	Please don't bring this recovery facility to our residential area.	5/23/22
Amy O'Steen		5725 Inner Perimeter Road	This is too close to an elementary school	5/23/22
Jill Williams		5725 Inner Per. Road	Too close to elementary school	5/23/22
Valencia Elliott		5725 Inner Per. Rd	Too close to my school.	5/23/22
Shannon Marie		2288 New Statenville Hwy Vald, GA.	Too close to Elem. School	5/23/22
Lee Brown		5010 Hickory Grove Rd. Valdosta, GA 31602	Too close to school	5/23/22
Elizabeth Schrieber		4035 Cause Point Valdosta, GA 31605	Too close to school	5/23/22
Lakisha J		3554 McOwen Ave Valdosta GA 31602	too close to school.	5/23/22

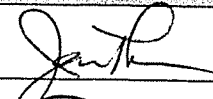


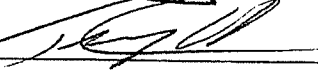
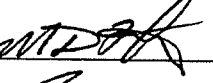

Printed Name	Signature	Address	Comment	Date
Samuel Merchant		2652 Shelton Rd Lake Park Ga	DO NOT Rezone!	5-22-22
Tanya Merchant		2652 Shelton Rd Lake Park Ga	DO NOT Rezone!	5-22-22
David Wells		2648 Shelton Rd Lake Park Ga	Do Not Rezone	5-22-22
Candy Wells		2148 Shelton Rd Lake Park Ga	do not rezone	5-22-22
Greg Oliver		2638 Shelton Rd	Do NOT Rezone	5-22-22
Phonah Oliver		2638 Shelton Rd Lake Park Ga	DO NOT Rezone	5-22-22
Daniel Cagle		5623 Lake Park Rd	Do Not Rezone	5-22-22
Kimber Cagle		5623 Lake Park Rd	Do Not Rezone	5/22/22
Plyde Cummings		5615 Lake Park Road	Do NOT Rezone	5-22-22
Carol Cumming		5615 Lake Park Rd	DO NOT Rezone	5-22-22
Nicholas Clark		2944 Dasher Johnson Rd	DO NOT Rezone	5-23-22
Haley Rodney		2944 Dasher Johnson Rd.	Do not rezone	5/23/22
Lance Jenkins		2763 Howell Rd	Do not rezone	5/23/22
Jesse Bush		2942 Dasher Johnson Rd	Do not rezone	5/23/22
MATT BAKER		4046 OLD AVALON RD.	DO NOT Rezone	05-24-22

Printed Name	Signature	Address	Comment	Date
Erene Dasher		4053 Storey Dr. Lake Park, GA	DO NOT change zoning	5-20-22
Jeff Dasher		4061 Storey Dr Lake Park, GA	Do Not Change Zoning	5-21-22
Marie Dukes		2715 Shelton Rd Lake Park, Ga 31636	Do not change zoning	5-21-22
LEE DUKES JR		2715 Shelton rd Lake Park Ga 31636	Do not change zoning	5-21-22
Jeff Atkison		2716 LAKE PARK COT shelton RD	DO NOT change zoning	5-21-22
Heath Atkison		Lake Park GA 2716 Shelton RD	Do not change zoning	5-21-22
Tari Atkison		2716 Shelton RD Lake Park GA 31636	DO NOT Change zoning	5/21/22
Lee Atkison		2716 Shelton RD LAKE PARK GA 31636	DO NOT change zoning	5/21/22
Silera Dukes		2731 Shelton Rd Lake Park GA 31636	DO NOT change zoning	5/21/22
Brandon Dukes		2731 Shelton Rd Lake Park GA 31636	DO NOT Change zoning	5/21/22
Jeff Frier		2385 Howell Rd Lake Park Ga 31636	DO NOT Change zoning	5/21/22
Deidra Frier		2385 Howell Road Lake Park Ga 31636	DO NOT Change Zoning	5/21/22
Jeel Allen		2810 Howell Rd Lake Park GA 31636	Do not change zoning	5/21/22
Julie Allen		2810 Howell Rd Lake Park GA 31636	Do Not change zoning	5/21/22
Stephen S. Dasher Jr.		4055 Storey Dr. Lake Park, Ga. 31636	Do Not Change Zoning	5/21/22
Alexis Dasher		4061 Storey Drive Lake Park, GA, 31636	DO NOT change zoning	5/21/22

## Petition to prevent rezoning at the location of 2193 Howell Road

Petition summary and background	The potential buyer of the property located at 2193 Howell Road and adjoining acreage, is attempting to rezone residential property in an attempt to set up a privately operated alcohol and drug addiction recovery facility.
Action petitioned for	We, the undersigned, are concerned citizens who urge our leaders to act now to prevent the rezoning of the location of 2193 Howell Road and for the area to remain agricultural or residential.



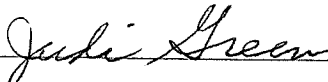


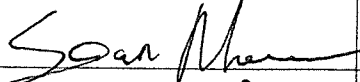
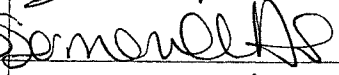
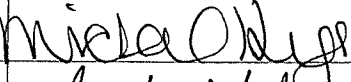
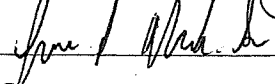
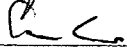
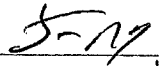
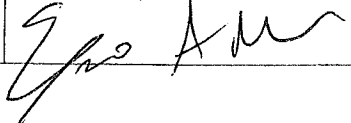
Printed Name	Signature	Address	Comment	Date
Joe George		4007 Old Naylor Rd.	No - Deny	5/20/2022
Rodney Ray II		4055 Old Naylor Rd.	No - Deny	5/20/2022
Libby Ray		4055 Old Naylor Rd.	No - Deny	5/20/2022
Donna Baker		4020 Old Naylor Rd.	No - Deny	5/20/22
Katherine Dasher		4061 Storey Dr.	No - Deny	5/20/2022
Gerry Baker		4020 Old Naylor Rd.	No	5-20-22
Savannah Baker		4046 Old Naylor Rd.	NO - DO NOT REZONE	5-20-22
Rick George		3999 Old Naylor Rd.	No	5-21-22
Lynn George		3999 Old Naylor Rd.	NO!	5-21-22
STEVEN BRIDGES		4112 Old Naylor Rd.	NO!	5-21-22
Mary Bridges		4112 Old Naylor Rd.	NO!!!	5-21-22
Shane Thomas		2790 Howell Rd.	DO NOT change zoning	5/21/22

Printed Name	Signature	Address	Comment	Date
Jamie Thomas		2790 HOWARD	No Deny	5-21-22
Robert L. Eason		4029 old Naylor Rd	How is this regulated?	5/22/22
CAMERON HINES		2979 Howell Rd	NO / DENY	5-22-22
Terry Hines		5573 Green Rd	NO / Deny	5-22-22
Tamara Hines	TASKUS Hines	5573 Green Rd	No-Deny	5-22-22
David Roddey	David Roddey	2397 Howell Rd	NO Deny	5-22-22
Rebecca Roddey	Rebecca Roddey	7391 Howell Rd	NO Deny	5/22/22
Alicia Henderson	Alicia Henderson	2581 Howell Rd.	NO-Deny	5/22/22
MICHAEL HENDERSON		2581 Howell Rd.	NO-DENY	5/22/22
Summer Eges	Summer Eges	2581 Howell RD.	NO Deny	5/22/22
Samantha Lockwood	Samantha Lockwood	4077 Old Naylor Rd.	NO-Deny	5/22/22
Larry Lockwood		4077 old Naylor Rd.	No-Deny	5/22/22
Etta J. Harris	Etta J. Harris	4090 old Naylor Road	No-Deny	5/22/22
Wendy Gernale	Wendy Gernale	3306 Boring Pond Rd	No-Deny	5/22/22
Robert Gernale	Robert Gernale	3306 Boring Pond Rd	No-Deny	5/22/22
Brad Baker	Brad Baker	2807 Jennifer St.	NO-Deny	5/22/22

Printed Name	Signature	Address	Comment	Date
Jaycee Dasher		4061 Storey Drive Lake Park 31636	NO & Do Not rezone	5/21/22
Gary C. Palmer		4045 Storey Dr Lake Park <sup>31636</sup> GA	Do Not Rezone	5/22/22
Cynthia Hairr		4083 Storey Dr. Lake Park, GA 31636	Do Not Rezone	5/22/22
Michael O. Hairr		4095 Storey DR Lake Park, GA 31636	Please Do Not REZONE	5/22/22
Janice Palmer		4045 Storey Drive LAKE PARK, GA. 31636	Do Not Rezone	5-22-22
Heather Schermyda		4041 Storey DR Lake Park, GA 31636	Do Not Rezone	5/22/22
Zach Hairr		4041 Storey DR Lake Park GA 31636	Do Not Rezone	5/22/22
Rodney Ray Sr		4055 Old Naylor Rd LAKE PARK 31636	DO NOT REZONE	5/22/22
Jared Nowell		3005 Howell Rd Lake park 31636	Do not Rezone	5/22/22
Courtain Nowell		3005 Howell Rd Lake Park, GA 31636	NO ; DO NOT REZONE	5.22.2022
Robert Ellis		4862 Otter Creek Rd. Lake Park, Ga. 31636	No	5/23/22
Cheryl Black		2657 Howell Rd Lake Park, GA 31636	<del>NO</del> NO	5/23/22
Derrick Black		2699 Howell Rd	NO	5/23/22
Helen Black		Lake Park, GA	NO	5/23/22
Kate Lankford		Same as above	NO	5/23/22

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Printed Name	Signature	Address	Comment	Date
Wilfred Lewis		2211 Gaines Lane Valdosta GA 31602		5/28/22
Jessica Lewis		2211 Gaines Ln Valdosta, GA 31602		5/28/22
Judi Green		4701 Borning Pond Rd Valdosta, Ga	<del>X</del>	<del>5-28-22</del>
Bethann Crady		3615 DEERWOOD RD Valdosta GA 31606	<del>X</del>	<del>5-28-22</del>
Michelle Moore		4156 Borning Pond Rd	<del>X</del>	5/28/22
Sean Moore		11	<del>X</del>	5/28/22
Samantha Hughes		4097 Northlake Dr Valdosta VA 31602		5/28/22
Michael Hughes		11 11		5/28/22
Justin Nickson		4637 Vienna Church Rd		
Corrigan News		3856 Powell Rd		5-28/22
Javier Moore		↓		5-28/22
EVA Allen		↓		5/28/22





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<b>Action petitioned for</b>	We, the undersigned, are concerned for citizens who urge our leaders to act now to prevent the rezoning of the location of 2193 Howell Road and for the area to remain agricultural or residential.

Name	Address	Email	Message	Date
Jesse Norman Bush II	2942 Dasher Johnson Road Valdosta, GA	jnbush@12stones.biz	We support denial of REZ-2022-10	5/26/2022
Renalda Bush	4373 Corinth Church Road Lake Park, Georgia 31636	renaldajohn@gmail.com	Message: To all Commissioners and any Party for this, as a citizen of Lowndes County for 58 years, as a mother of 3 and grandmother of 9. I DO NOT AGREE OF PUTTING THIS FACILITY ON HOWELL ROAD NEAR MY FAMILY! Do not allow this facility.	5/26/2022
Nicole Clark	7953 MacArthur Lane Valdosta, Georgia 31601			5/26/2022
Terry Clark	7953 MacArthur Lane Valdosta, Georgia 31601			5/26/2022
Andrew Clark	7953 MacArthur Lane Valdosta, Georgia 31601			
John Bush	1971 New Statenville Hwy Valdosta, Georgia 31606			5/26/2022
Marion Bush	1971 New Statenville Hwy Valdosta, Georgia 31606			5/26/2022
Eric Spencer	5645 Sacramento Street Valdosta, Georgia 31601	spencervldst@aol.com	I'm not against helping people but I won't trust these people around that I built for me and my family.	5/27/2022
Marilyn Murray	7576 Smith Lane Hahira, Georgia 31632	murraydmf@gmail.com		5/27/2022
Anna Bush	2942 Dasher Johnson Road Valdosta, Georgia 31606	jesseanannabush2003@gmail.com		5/27/2022
Jack R Martin	5678 Cypress Lake Trails Lake Park, GA 31636	jryccmartin@gmail.com		5/27/2022
Nick Smith	5450 Coleman Road NW Hahira, GA 31632	tnick_smith@hotmail.com		5/27/2022
Yancey Hartman	4108 Loch Laurel Road Lake Park, GA 31636	hartmanyancey@yahoo.com		5/27/2022
Kaitlyn Hudgins	2160 New Statenville Highway Valdosta, GA 31606	kbarkely23@hotmail.com	I want to keep our community safe for our children.	5/27/2022

Heather Smith	5450 Coleman Road NW Hahira, GA 31632	hsing12@hotmail.com		5/27/2022
Brian Cooper	3408 Pinewood Dr S Lake Park, GA 31636	brian@warehouserentals.net		5/27/2022
Henry Williams	5680 Fontana Road Valdosta, GA 31601	dobiewilliams45@gmail.com	Why would you want to put a halfway house 2 mile from two schools, whom ever idea this was put in their neighborhood.	5/27/2022
Judy Bennett	2747 Whitmer Lane Valdosta, GA 31606	boydbennett21@yahoo.com	too close to too many children	5/27/2022
Amanda Hartman	4108 Loch Laurel Road Lake Park, GA 31636	hartmanyancey@yahoo.com	I support this petition for denial of Rez-2022-10	5/27/2022
Stephen S Dasher Jr	4055 Storey Drive Lake Park, GA 31636	stephen.dasher@yahoo.com	I'm against the rezoning of this property for this purpose. My family and I live nearby, and without proper training and supervision, I don't believe they would be getting the help and accountability they need.	5/27/2022
Randy Holloman	4071 Coleman Road N Valdosta, GA 31602	mail@sgcorgia.com	Lack of staff and security concerns me, as does the size of the facility	5/27/2022
Lovelle Martin	3791 Madison Hwy Valdosta, GA 31601	lovelle88@yahoo.com		5/27/2022
Amanda Martin	5678 Cypress Lake Trail Valdosta, GA 31601	arb2265@yahoo.com	should be away from schools and churches	5/27/2022
Amber Hiers	5227 New Bethel Road Valdosta, GA 31605	anboyett@valdosta.edu		5/27/2022
Justin Hiers	5227 New Bethel Road Valdosta, GA 31605	anboyett@valdosta.edu		5/27/2022
Casie Tabor	412 S Hagan Bridge Road Hahira, GA 31632	casietabor@gmail.com		5/27/2022
Brandy Ridley	5664 Cypress Lake Trail Valdosta, GA 31601	brandyraidley12@gmail.com		5/27/2022
Amber Whitmer	8197 Webb Road Hahira, GA 31632	anwhitmer04@gmail.com	My grandmother lives down from Howell Road, and I do not think this development would be a good addition to the peaceful area	5/27/2022
Kristy Cooper	5365 Maycomb Ave Hahira, GA 31632	kriscooper77@yahoo.com		5/27/2022
Cody Radney	1906 N Ashley St Valdosta, GA 31602	acradncy@gmail.com	I am completely against a halfway house on this road or anywhere close.	5/27/2022
Carrie Dampier	4085 Storey Drive Lake Park, GA	mcdampier@gmail.com		5/27/2022
Shelly Barber	3908 Barker Road Valdosta, GA 31602	shellybarber@lowndes.k12.ga.us	Move it to the owners property!! Also needs to have paid staff to be able to monitor the men and their sobriety.	5/27/2022
Michelle Denley	7438 Woodbend Trail Hahira, GA 31632	mdenly71@gmail.com	stop the halfway houses	5/27/2022
Jen Saliba	703 Smithbriar Drive Valdosta, GA 31602	jensaliba2022@gmail.com	concern for the plans of the proposed halfway house with no supervision and near elementary schools, as well as neighborhoods.	5/27/2022
Deldra Leary	2931 Dasher Johnson Road Valdosta, GA 31606	dsirman@yahoo.com	I am a concerned resident and I urge our local counsel or clergy to act now to HALT plans for this halfway house in my neighborhood.	05/27/222

Patrick Franklin	2931 Dasher Johnson Road Valdosta, GA 31606	patrick.a.franklinsr@gmail.com	I opposed the building of a reconditioning complex in my area due to my family, I have a son under the age of 15 and granddaughters and grandsons whom visit frequently. I do not feel comfortable having a place of that nature close to my residency even if the conditions were better. If the contractor wishes to construct a build for such use them he needs to do it in the area of where he/she lives.	5/27/2022
John Copeland	5365 Maycomb Ave Hahira, GA 31632	jacope19@hotmail.com		5/28/2022
Oveta Copeland	5365 Maycomb Ave Hahira, GA 31632	bbcopd@hotmail.com		5/28/2022
Andy Gay	7517 Miller Bridge Road Hahira, GA 31632	sandman0920@gmail.com		5/28/2022
Matt Phelps	4560-F Valnorth Drive Valdosta, GA 31602	matt@phelps-companies.com	I am against this rezoning request. Staff found it inconsistent with the Character Area so it should stop there. What is the point of having these guidelines to help manage growth if they are just ignored. Staff also admits there are potential negative effects to the surrounding properties, but are willing to let it go forward. My typical opinion is to let people use their property how they see fit as long as it doesn't infringe on the rights and safety of others. This proposed development has a very high chance of endangering the safety of the neighbors and should not be allowed at this location.	5/28/2022
Kelley Parker	5071 Phillips Road Valdosta, GA 31601	kvphelps@valdosta.edu		5/28/2022
Michaela Kean	8424 Vickers Circle Hahira, GA 31632	mkean@radar.gsw.edu		5/28/2022
Lyndi Soles	8398 Vickers Road Hahira, GA 31632	lsoles13@gmail.com		5/28/2022
Amy Swails	611 Lafayette Street Hahira, GA 31632	amy.swails@outlook.com		5/28/2022
Lisa Dorris	5396 Watkins Road Valdosta, GA 31601	g_levents@yahoo.com		5/28/2022
Ashley	Valdosta, GA	ash.brooke_91@yahoo.com	I do not support this.	5/28/2022
Courtney Coppage	7288 Old Valdosta Rd N Hahira, GA 31632	courtccoppage@gmail.com		5/28/2022
Julie Williams	723 Lawson Farms Road Hahira, GA 31632	lukie920@outlook.com	not in support	5/28/2022
Kelly Lupton	4805 Bethany Drive Hahira, GA 31632	kscolson@hotmail.com	This is very concerning for the families that live nearby as well as for the children who attend nearby schools. I'm all about helping people get their lives together, but this location is not the place they need to do that.	5/28/2022
Mona Kelley	5498 Watkins Road Valdosta, GA 31601	monalkelley@att.net	I strongly oppose this	5/28/2022
Gena Shiver	PO Box 449 Valdosta, GA 31605	genarae12@yahoo.com	I'm an all for helping anyone in need .Rehabilitation does work but not always. I think this type of home should not be in a community area and should have guidance on where residensts are when they are going through the process.	5/28/2022

Montez Curbeam	3389 Dinky Run Valdosta, GA 31605	mscurbeam@gmail.com		5/28/2022
Melinda White	7251 Tillman Bluff Rd Valdosta, GA 31605	teachergirl83@hotmail.com	against this	5/28/2022
Tessa Carder	3835 Dasher Road Lake Park, GA 31636	horsebackheroes@yahoo.com	The research behind this clearly shows it is not in the best interest of those living nearby. This is not supported by local law enforcement which speaks volumes.	5/28/2022
Aron Robertson		aron_robertson2003@yahoo.com	I don't support this. This will put my child's safety at risk.	5/28/2022
Lakarsha Jackson	3554 McDougal Lane Valdosta, GA 31606	lakarsharjackson@gmail.com	I live right in the back of where the place is going to sit. I don't feel comfortable having men going and coming in and out when they please, and we have children that live around here also. The schools are right around the corner it's not safe. I fear that if this allowed our children, elderly and woman will be in danger. They will be allow to lurk around without any supervision is just not right. If they really want to have this done, do it on their own property where they can keep a better eye on the men that will be house there. What about our rights ,to be safe In our home. I'm all for helping people ,but it shouldn't be at the risk of our children.	5/28/2022
Brianna Everett	3599 Meadowdale Drive Valdosta, GA 31601	miss_chantae17@yahoo.com		5/28/2022
Richard Wilkes	3525 New Statenville Hwy Valdosta, GA 31606	rwilkes@thewilkesfirm.com		5/28/2022
Bill Daugherty	3148 Boring Pond Road Valdosta, GA 31606	billdaughertygy@gmail.com	As a homeowner very near to the proposed location I am strongly against approval for this development. It is too close to our residential property and not appropriate for the zoning in this area.	5/28/2022
Sharyna Williams	1536 San Bernardino Way Valdosta, GA 31606	sharynaw@gmail.com	I support the initiative for those who need the help to outsource themselves to rehab but I do not support them not be monitored or being close by where my community is. This location is not a great one for this project. These men need to be in a locked down area where they can fully utilize the facility. The freedom to go as they pleased aren't inviting to me. I have a daughter and I would hate to think that something could happen to my child or anyone else for that matter due to the location of this facility.	5/28/2022
Kristopher Williams	1536 San Bernardino Way Valdosta, GA 31606	kristopherwilliams52@gmail.com	I agree that people need facilities such as these to redirect they life but I do not agree with the location of this facility. I have a daughter and I also love this neighborhood exactly how it is. Please consider that before you make permanent decisions that can affect this community.	5/28/2022
Laci Crowdis	400 S Hagan Bridge Road Hahira, GA 31632	lacicrowdis@gmail.com		5/28/2022
Whitney Sharpe	4419 Wisteria Lane Valdosta, GA 31602	whitneysharpc08@gmail.com	I am a realtor in Lowndes County and firmly believed this would depreciate the surrounding property values and would be better suited in a different and better location	5/28/2022
Alex Sharpe	4419 Wisteria Lane Valdosta, GA 31602	sharpecodevelopments@gmail.com	I am a developer in Valdosta and putting a facility of this type in this location would be devastating to surrounding properties.	5/28/2022
Susan Brownlee	700 Edgewater Place Hahira, GA 31632	susangbrownlee@yahoo.com		5/28/2022

Shawn C Gell	5975 Nature's Way Naylor, GA 31641	shawngell@yahoo.com	This is against our covenants in our HOA.	5/28/2022
Charlene Pendleton	4705 Otter Creek Road Hahira, GA 31636	pendletoncharlene@gmail.com		5/28/2022
Rhonda Carter	3529 Johnson Rd SE Valdosta, GA 31606	rhonda.carter1977@gmail.com	Please find another area for this rehabilitation center! This should not be within minutes of a school	5/28/2022
Amanda Parker	4902 Beaver Lane Valdosta, GA 31601	aparker25@gmail.com		5/28/2022
Lori Burnham	7400 Miller Bridge Road Hahira, GA 31632	lmburnam@yahoo.com	I am against this project at this location.	5/28/2022
Scott Burnham	7400 Miller Bridge Road Hahira, GA 31632	sgburnam@yahoo.com	I am against this project at this location.	5/28/2022
Katinka Kelly	2739 Coffey Drive Valdosta, GA 31601	expresskatinka@gmail.com	Thank you for this. We do indeed way the truth of what is intended and how it will be fun safely for all.	5/29/2022
Alex Elliott	2517 Melrose Drive Valdosa, GA 31602	biggerbetterbbq@gmail.com	I believe in second chances but they need to find another place to put this. It is too close to the elementary schools in that area.	5/29/2022
Mallory Lane	4259 Skipper Bridge Road Hahira, GA 31632	mallorylane28@gmail.com	I do not support this half way house being built.	5/29/2022
Paul	4259 Skipper Bridge Road Hahira, GA 31632	planjr@gmail.com	I do not support this plan of building a half way house.	5/29/2022
Tracey Cumbie	4695 Rudy Way Hahira, GA 31632	cahtracey@yahoo.com	I am concerned due to children I know living in that area. I feel as if there needs to be a more secluded suitable area for this away from families with children.	5/29/2022
Glenn Dorminey	3384 Old Statenville Road Valdosta, GA 31606	wydorminey@outlook.com	I am against this development being built in this vicinity of two schools. The potential for future trouble to the residents in the local area is very evident. Although I support such efforts for those who have managed to make it to this point in their life's, I do not believe any facility which is unregistered, unregulated and especially unsupervised will ever be to any advantage for those involved except for those who will be reaping the monetary benefits of such. There are other facilities within the city? county which could be used for such a project of this endeavor , remodel and utilized these.	5/29/2022
Lindsey Garren	5629 Griffin Drive Hahira, GA 31632	lugarren@hotmail.com	Protect our kids! Don't build the halfway house!	5/29/2022
Rebecca Lavender	5261 Bethany Drive Hahira, GA 31632	rwlavender73@gmail.com		5/29/2022
Frances Burkhalter	3714 Johnston Road Valdosta, GA 31601	fburkhalter05@gmail.com	we don't want this in our peaceful neighborhood. No one will be safe anymore.	5/29/2022
Leslie Wardwell	3144 Howell Road Valdosta, GA 31606	dlainawardwell@gmail.com		5/29/2022
Gary Howell	3144 Howell Road Valdosta, GA 31606	garyhowell2006@gmail.com		5/29/2022
Gavin Howell	3144 Howell Road Valdosta, GA 31606	gavinhowell2006@gmail.com		5/29/2022
Dawn Keen	5027 Boring Pond Road Valdosta, GA 31606	dawn14376@hotmail.com		5/29/2022



Joseph Keen	5027 Boring Pond Road Valdosta, GA 31606	josephkeen30@yahoo.com		5/29/2022
Skye Giddens	4005 Nelson Hill Pl Hahira, GA 31632	skye.giddens@gmail.com	As a teacher, this is way too close to families and public schools to be safe. We need to put what is best for the most vulnerable -- our children -- first.	5/29/2022
Tamela Hammock	6138 Baywood Drive Valdosta, GA 31606	tamelahammock@gmail.com	I do not want this in my neighborhood. I moved out here to be away from this and I do not want my grandchildren exposed to this. There are children living throughout mine and the neighboring neighborhoods. I do not want to worry that these men have the free range to do as they please in my neighborhood.	5/29/2022
Andrea Huguley	6112 Southern Shore Naylor, GA 31641	mrs_huguley@yahoo.com	As a parent and teacher of students at Moulton-Branch Elementary, I do not feel safe with this development being so close to my work environment. I hope they can find another business endeavor. We do not need another reason to fear sending our children to school. please reconsider. Maybe some other location out near the interstate.	5/29/2022
John W Boller	4727 Otter Creek Road Hahira, GA 31636	j_wb@hotmail.com	This is improper as to location with two schools in close proximity a church and families nearby. No oversite by any staff and no record keeping for when people leave and arrive.	5/29/2022
Christine Hardy	7 Street B Ray City, GA	andiehardy93@yahoo.com	I grew up off of Howell Road. There are tons of children and families around who have lived there for generations. This is not a good place for this to be built. There's tons of land available in Valdosta close to town.	5/30/2022
Brandi Rogers	3220 Boring Pond Road Valdosta, GA 31606	brandirogers02@yahoo.com		5/30/2022
Cellest Godwin	3665 Newsome Road Valdosta, GA 31606	cellestgodwin@gmail.com	My daughter goes to MBE and my family lives near where this would be placed. All this is going to bring is more robbery and break ins for people trying to score their next hit.	5/30/2022
Cali Schafer	3190 Boring Pond Road Valdosta, GA 31606	calischafer@gmail.com	My child needs to be safe while outside playing as well as families with other children. We also have a school near by.	5/30/2022
Brandon Condrey	3190 Boring Pond Road Valdosta, GA 31606	brandon.condrey89@gmail.com		5/30/2022
Callie	6835 Lake Park Road Lake Park, GA 31636	calliewitherspoon@icloud.com	I do not support this.	5/30/2022
Michelle Tomlinson	3775 Johnson Road SE Valdosta, GA 31606	sandlinmichelle@ymail.com	I live 4-5 miles from this proposed location and feel as though this will pose a threat to the security of my family and property.	5/30/2022
Alyssa Godwin	6115 Pinewood Drive Valdosta, GA 31606	alyssao93@gmail.com	I do not feel safe with this near our school and house.	5/30/2022
Kendall Godwin	6115 Pinewood Drive Valdosta, GA 31606	godwin11@outlook.com	I do not feel safe with this near our school and house.	5/30/2022
Shelly Bush	3608 US Hwy 41 S Valdosta, GA 31602	sbush1208@gmail.com		5/30/2022
Katherine Dasher	4061 Storey Drive Lake Park, GA 31636	kdasher1181@yahoo.com	I do not support the rezoning and will be ay the next meeting	5/30/2022
Ashley Morgan	139 Griner Road Hahira, GA 31632	a.morgan1188@yahoo.com		5/30/2022
Alexis Dasher	4061 Storey Drive Lake Park, GA 31636	alexisdasher@yahoo.com	I do not approve of the rezoning of this land.	5/30/2022

Jeff Dasher	6041 Storey Drive Lake Park, GA 31636	jdasher1@hotmail.com	Do not rezone. We don't want this in our neighborhood around our children.	5/30/2022
Ketherine Goss	4951 Vann Road Valdosta, GA 31606	Kmgoss4@yahoo.com	No way do I want these people right here in my back yard. I have a daughter and future grand children and in no way will I support this.	5/30/2022
James Goss	4951 Vann Road Valdosta, GA 31606	gossvaldosta@bellsouth.net	No way!!	5/30/2022
Brittany Huss	3064 Howell Road Valdosta, GA 31606	brittany.hunt07@gmail.com	Do not support this halfway house	5/30/2022
Jimmy Hunt	3064 Howell Road Valdosta, GA 31606	jimmyhunt_09@yahoo.com	We don't support this!	5/30/2022
Brittany Hunt	3064 Howell Road Valdosta, GA 31606	brittany.hunt07@gmail.com	Do not support these houses	5/30/2022
Julie Milam	5235 Maycomb Avenue Hahira, GA 31632	julie@juliedavis.net		5/30/2022
Kathy Nessmith	4737 Otter Creek Road Lake Park 31636	kattn323@aol.com	We DO NOT want this!!! No no no!!	5/30/2022
Tara Weldon	7024 Old Valdosta Road Hahira, GA 31632	tara7024@gmail.com		5/30/2022
Michael Weldon	7024 Old Valdosta Road Hahira, GA 31632	mcw7024@gmail.com		5/30/2022
Danielle Adams	15 Teese Trail Valdosta, GA 31602	dloni5512@gmail.com	I am not in support of the half way housing for these specific individuals being built in this location. The location needs to be changed and submitted to the community closest to its location before it is decided.	5/30/2022
Zane & Debbie Allen	4696 Boring Pond Road Valdosta, GA 31606	dallen4696@gmail.com	We disagree with the discussion of putting this so close to schools and a church not to say what it would do to our community. Its not going to be good for anyone to be good for anyone not even these men cause nobody will be overseeing them.	5/30/2022
Steven	4955 Vann Road Valdosta, GA 31606	sgossvaldosta@hotmail.com	Too many children in the area and will cause crime to rise for the good people that we do not need	5/30/2022
Trishdeanna Mullis	5000 Garschagen Road Valdosta, GA 31606	trishdeannam@gmail.com		5/30/2022
Christopher Mullis	5000 Garschagen Road Valdosta, GA 31606	mullisc26@gmail.com		5/30/2022
Caitlin Loyless	2397 Howell Road Valdosta, GA 31606	ccroddey@gmail.com	I have 2 small children, I don't want this type of facility this close to my house! It isn't safe for my kids! We moved out here for peace and quiet and safety, and want to keep it that way!! Also not safe to have within two miles of two different elementary schools! like are you kidding me?	5/30/2022
Hunter Loyless	2397 Howell Road Valdosta, GA 31606	hunterr12345@hotmail.com	I have 2 small kids, and this isn't the type of thing I want literally houses down from us. We want to live in a safe environment. This place isn't even regulated! With over 100 unsupervised men! No thanks!	5/30/2022
Abigail Waller	4946 Break Thru Road Valdosta, GA 31606	abigailwaller5@gmail.com	This is unacceptable! You would be insane to put a men's non-regulated, unsupervised and unregistered halfway houses 2 miles from two elementary schools. Especially being that these said men aren't even allowed to be alone with their own children! You are endangering the lives of the students at the schools as well as the children that live in the surrounding area. DO not allow this!!	5/30/2022

Betty Griffin		bgriffin31638@yahoo.com		5/31/2022
Andrew Kulhmann	4282 Boring Pond Road Valdosta, GA 31606	dfkulhmann@gmail.com	I do not support this halfway house location.	5/31/2022
Sophie Dykes	4250 Ezelle Road Valdosta, GA 31606	sebullows@gmail.com	want to keep my children safe	5/31/2022
Natalie Singletary	3170 Boring Pond Road Valdosta, GA 31606	bfc@brooks.k12.ga.us		5/31/2022
Rebecca Roddey	2397 Howell Road Lake Park, GA 31636	rebeccaroddey@gmail.com	With a place like this so close to my home I do not feel safe having it so close. I have grandkids that come over ranging from 1-10 and I have a 7 yr old. When it comes to the safety of the grandbabies and my child I will shoot first and ask questions last.	5/31/2022
Paula Lemings	2459 New Statenville Hwy Valdosta, GA 31606	paulajlemings@gmail.com	As a child of molestation don't do this to our community. Innocent children lives are at stake. You never heal from sexual abuse. Lock them bastards up somewhere. You can't fix that sickness of evil inside them. Personally I prefer them all killed be it a male or a female that does the abusing. Just kill 'em and put children out of their misery so they can just be kids.	5/31/2022
Robert Ellis	4862 Otter Creek Road Lake Park, Georgia 31636	Robertellis8593@gmail.com	Totally against the location for this facility. Having worked in a State operated Transitional Center I can see that this is being set up for failure. These programs are difficult enough to run with a 24 hour paid staff and volunteers. The location that is being looked at on Howell Road will require a lot of the residents traveling on foot to work and other commitments. We do not need these people traveling on our roads unsupervised	5/31/2022
Brenda King	7297 Miller Bridge Road Hahira, Georgia 31632	bdkingconst@hotmail.com	This is a good program when places in the proper location. The current Howell Rd location is dangerously close to neighborhood & young impressionable. Please RELOCATE	5/31/2022
Bobby King	7297 Miller Bridge Road Hahira, Georgia 31632	bdkingconst@hotmail.com	This concentration of individuals without full time supervision located near schools and neighborhoods it's a real bad idea	5/31/2022
Trish Mayne	406 Copeland Road Lake Park, Georgia 31636	tmaync2020@gmail.com	I think it's a terrible idea and don't want it in my area its already a lot happens over in that area I believe it would make it worse	5/31/2022
Dewayne Carson	5015 Cypress Lakes Drive Lake Park, GA 31636	dcwayne@contracts1.com		5/31/2022

Laura Carter	1422 Howell Road Valdosta, GA 31606	lcarter7264@gmail.com	This made me livid that they are putting this halfway house right next to my home. We will not feel safe, my grandchildren will not go outside, we will have to guard our belongings, ourselves and grandchildren. We will have to keep a gun on our self at all times, live in fear, etc.....My home value will depreciate drastically. I feel this is not right due to two schools being in close proximity of this housing. Our neighborhood does not need these problems. I plan on retiring and paying my home off in 3.5 years. I am doing gradual updates and repairs so that this could be my forever home. I am to old to try and buy and start over. With the housing market being what it is we can not afford to buy. I do not want my dream of retiring in peace to become a nightmare. I see that they are people backing this from out of state. Let them put it on their property in their state. This will be a breeding ground for many crimes. To many for me to list. A breeding ground of drugs being number one. I will be doing what I can to discourage and stop this from going any further. I have not had one problem living here in 6.5 years. I do not want to start now.	5/31/2022
Rick A. George	3999 Old Naylor Road Lake Park, Georgia 31636	rick.george@gmx.com	Here is my letter. To whom it may concern: I live at 3999 Old Naylor Rd with my wife Lynn George. We are very much opposed to the development at 2193 Howell Road. This is an area that I grew up in and we enjoy the peace and quiet of the country life and have raised 3 boys here. 4 generations of my family has been living on this road for over forty years. Most of the people who live out here enjoy hunting and farming. Everyone knows their neighbors and helps each other out. We feel like rezoning this area to allow a planned development for Sober living may bring a criminal element to this area that we have worked so hard to keep away from our friends and families. We enjoy our agricultural lifestyle and we have young children who play in the streets and we do not want them endangered by others who have not made the best life choices. There are many parcels available inside the city limits that wouldn't require rezoning for this facility. Please do not allow this rezoning request and let Mr Moore put his proposed facility in his backyard not ours. Rick George	5/31/2022
Heather Haskins	4781 Otter Creek Lake Park, Georgia 31636	hhaskins86@gmail.com	In my job I see crime daily. I see that it is very hard for a person to change their habits. I do not agree with this being near 2 schools or around vulnerable elderly that have live in this area for years!	5/31/2022
Kandace Smith	5490 Pointer Drive Valdosta, GA 31606	kl_newman88@yahoo.com		5/31/2022
Casey Meeks	3498 Johnson Road Valdosta, GA 31606	caysielyn@yahoo.com	I do not want anything like this I am a single mother with three boys. Thanks	5/31/2022
Terri	4720 McAllister St Valdosta, Georgia 31605	tlreed3@outlook.com	I am a teacher at one of the elementary schools within a couple miles of this location. I also have a son who attends that school and friends who live in the immediate area. I am not comfortable with this unsupervised halfway house being located in this area. I realize that people deserve a second chance, but it doesn't need to be within such a close distance to TWO (elementary) schools.	5/31/2022

Diane E Shadron	1601 Norman Drive Valdosta, GA 31601	dianeshadron@gmail.com	I do not think this should be built so close to schools. This is very unsafe for students, teachers and residents in the area.	5/31/2022
Fatma Heikal	4343 Summerlin Drive Valdosta, GA 31605	fatmakeikal@lowndes.k12.ga.us	It is not safe around students	5/31/2022
Evelyn Guess	4641 Pinebrook Drive Lake Park, Georgia 31636	evclynguess73@yahoo.com	I work at MBE and do not think that this should be built so close to a school. I am very opposed to this.	5/31/2022
Caitlyn Guesss	4716 Warrior Drive Lake Park, Georgia 31636	caitlynguess00@gmail.com	My mom works at MBE as well as having my nieces and nephew living close and going to this school. I do not want this here, for the safety of these kids and my mom.	5/31/2022
Danny Brevig	4643 Otter Creek Road Lake Park, Georgia 31636	d_brevig@hotmail.com	Please don't let this come so close to our home around our small kids.	5/31/2022
Ashley Brevig	4643 Otter Creek Road Lake Park, Georgia 31636	ashleybrevig@hotmail.com	Please stop this from happening.	5/31/2022
Sharon Smith	3803 Deer Ridge Road Valdosta, GA 31606	sps1449@yahoo.com		5/31/2022
Heather Sindt	5433 Baobab Ln Lake Park, Georgia 31636	heathersindt3@gmail.com	I work at Moulton Branch Elementary School. A facility of this nature has no business being so close to an elementary school.	5/31/2022
Glee Rice	3275 Stallings Road Valdosta, GA 31605	glecsummersrice@gmail.com	This housing development needs to be moved further away from Moulton-Branch Elementary School. I'm all for giving these men a place to transition back into society, but the temptation for some of them may be too great, being so close to a school. Take it elsewhere.	5/31/2022
Tawana McDougle	3608 McDougal Lane Lake Park, Georgia 31636	tawanalogan@hotmail.com	I against building this facility!	5/31/2022
Edward McDougle	3608 McDougal Lane Lake Park, Georgia 31636	edwardmcDougle@yahoo.com		5/31/2022
Jennifer Cater	2403 Spring Valley Circle Valdosta, GA 31602	jennifercarter183@gmail.com	Do not approve of this. My mother in law lives on Howell Road. This is not okay to put in a neighborhood with children!	5/31/2022
Phillip	3938 Weatherby Lane Valdosta, Georgia 31602	robertslandsurveying@gmail.com		5/31/2022
Jessica Pendergrass	5897 Dykes Pond Road Lake Park, Georgia 31636	iringo_80@hotmail.com	I teach at one of the local elementary schools and do not think this halfway house is a good idea at all!	5/31/2022
Christy	5034 Carriage Drive Lake Park, Georgia 31636	japspeach@yahoo.com	I live in Lake Park, Ga. However, my daughter attends in an home daycare which is located off of Howell Road. I do not feel safe with this facility being built so close to my daycare providers home, especially with the tenants of the facility having no supervision or security. I've dealt with very close family members that are/have been recovering addicts, and they can be dangerous and unpredictable. If the developer refuses to have the facility relocated to his own property, then that should tell you something.	5/31/2022
Ashley Trawick	1271 Howell Road Valdosta, Georgia 31606	ashleytrawick28@gmail.com	I DO NOT want this entity near our home or schools.	5/31/2022
Erica Smith	Valdosta, GA	ericasmith8@live.com		6/1/2022
Sherry Vann	3005 New Statenville Hwy Valdosta, GA 31606	sherry.vann12@gmail.com		6/1/2022
Michael Rollins	PO Box 428 Lake Park, GA	michaelrollins057@gmail.com	I do not support this it's to close to schools.	6/1/2022

Donna Vann	3934 Hershel Drive Valdosta, Georgia 31606	dvann@wildadventures.com		6/1/2022
Toni Tompkins		tit82.tt@gmail.com	This is too close to our schools. This makes no sense at all and is not acceptable. There is no reason these guys can't be around children and this shouldn't be allowed.	6/1/2022
Terry Dorminey	4535 Old Naylor Road Lake Park, Georgia 31636	ladorminey@yahoo.com		6/1/2022
Lucretia Dorminey	4535 Old Naylor Road Lake Park, Georgia 31636	ladorminey@yahoo.com		6/1/2022
Rhonda Oliver	2638 Shelton Road Lake Park, Georgia 31636	rhonda.oliver2018@gmail.com	I am against this type of unregulated, unsupervised facility in this area.	6/1/2022
Pam Pruette	3341 Norton Place Valdosta, Georgia 31605	pamcakes1971@gmail.com		6/1/2022
Robert H Langdale	5470 Old Naylor Road Naylor, GA 31641	rhlangdale@bellsouth.net	I support the petition for denial of the reasoning request. This facility has the potential to lower the quality of life and to diminish property values for all those near this location.	6/1/2022
Kristen Dawson	3220 Boring Pond Road Lake Park, Georgia 31636	kristenmmd@yahoo.com		6/1/2022
Steven Tompkins	3691 Johnson Road SE Valdosta, GA 31606	svt1980svt1980@yahoo.com		6/1/2022
Heather Campbell	1434 San Bernardino Way Valdosta, Georgia 31601	hcampbell1314@gmail.com	I do not want this near my home! I have a small child and do not like it! Also I do not like the fact they are putting it near not only 1 but 2 schools! This needs to be shut down.	6/1/2022
Adleee Howell	3146 Howell Road Lake Park, GA 31606	adleechl@gmail.com	I disagree, seeing as how it is near a church and schools and I have grandchildren in this community, I want them to grow up safe.	6/1/2022
Kasey Stewart	172 Norsworthy Lane Stockton, GA 31649	kaseystewart16@gmail.com	as a sexual assault victim this is absolutely terrifying that this facility will be within 15 miles of my home.	6/1/2022
Victoria Strickland	6233 Chug a Lug Road Hahira, Georgia 31632	vicleann2019@gmail.com	My children go to Moulton Branch, this is not okay and I fear for the safety of the children bringing something like this around! I think it is a horrible idea!	6/1/2022
Ashley Browning	143 Honey Suckle Lane	ashleymorgan111117@gmail.com	I have a child and I refuse to let a bunch of pedophiles live around my house I will protect my children at any and all costs	6/1/2022
Kirsten Millsap		kbrmillsap@outlook.com	I live in the area with my entire family and this compound would touch our property. It is something we feel strongly against and do not want this plan to take place	6/1/2022
Sheree Lark	2765 New Statenville Hwy Valdosta, GA 31606	larksc2193@gmail.com	I am against this halfway house off Howell! I have family members, friends and loved ones who live close to this address. A halfway house belongs somewhere else like in an area where there's no schools churches or residential homes! If they are going to provide them homes then they should provide an area where there is nothing around and they should also provide shipments of food and things they need for growing their own vegetables. If they have to garden their own vegetables then their hands and minds will be busy.	6/1/2022
Laurie Hall	5932 Glenn Road Valdosta, Georgia 31606	lauredonathuchall@gmail.com		6/1/2022



Morgan Barfield	6305 Sandpiper Drive Valdosta, GA 31601	barfieldmorgan@gmail.com		6/1/2022
Brandi Whitfield	2648 Shelton Road Lake Park, Georgia 31636	crick_crick@msn.com		6/1/2022
Danni Millsap	2350 Dasher Johnson Road Valdosta, Georgia 31606	fullquiver6@windstream.net	This proposes property is touching my backyard. I have small children and it is unacceptable - This proposed project is in my back yard. It borders my whole property. I have 7 children and I homeschool so my children are home much of the time. Two of my adult children also live on the property and on my husband's property that is on Dasher Johnson Rd. Bothe families just had babies. My 90 year old mom that lives by herself also has a home that borders this property. My husband's parents in their 70's live on the adjacent property. No one in our family will be safe if this is allowed. We will all be at the meeting June 16th.	6/1/2022
Ashley Bell	2311 Gaines Lane Valdosta, Georgia 31601	ashlaguera1994@gmail.com	I do not want this close to my kids school	6/1/2022
Jerri Keller	143 Willow Lane Lake Park, Georgia 31636	jkeller.jk@gmail.com	Please do not endanger our close schools & communitites with this kind of offenses!	6/1/2022
Emily Millikan	2550 Naples Lane Valdosta, Georgia 31601	emily.millikan@outlook.com		6/1/2022
Stephanie	6142 Baywood Drive Valdosta, Georgia 31606	sgallegos007@gmail.com	This facility needs to be moved to a different location away from residential homes with children, and away from the elementary school	6/1/2022
Susan Howell	3417 Boring Pond Road Valdosta, Georgia 31606	susanebellinger@gmail.com	I have 3 children within a mile of this proposed site and do not support this project.	6/1/2022
Rick Bellinger	3803 Sweetwater Circle Valdosta, Georgia 31602	rbellinger@gmail.com	I have a son in law, a daughter and three beautiful grandchildren a mile away from this proposed site! Please choose a place in the middle of nowhere for a facility like this. Put it in Fargo, Georgia	6/1/2022
Tamatha Hines	5573 Green Road Lake Park, Georgia 31636	tamathahines@gmail.com		6/1/2022
Laine Bellinger	3803 Sweetwater Circle Valdosta, Georgia 31602	lainebellinger@gmail.com	My daughter, son-in-law, and three beautiful grandchildren just built a beautiful home one mile from the address listed. These halfway houses need to be located in a much more less populated area. Two elementary schools are very close to the proposed location and we all know if 102 men are banned from being alone with their own children.....why would any parent in Lowndes County or Valdosta want these men housed near their child's school? These men will be just a nature walk away from our most treasured children! I say no to this "halfway" house! NO!	6/1/2022
Shannon Wilson	4632 Vann Road Valdosta, GA 31606	shannonwilson_19@yahoo.com	I'm against this unless state/federal mandated security measures and not someone lining their own personal pockets from this.	6/1/2022
Donna Hill	3549 Meadowdale Drive Valdosta, Georgia 31601	dhill0405@hotmail.com	I'm against this.	6/1/2022
Sonya Mayne	983 Mayday Road Lake Park, Georgia 31636	irelandluck13@gmail.com	What are YOU ALL THINKING???? ? Have YOU ALL LOST YOUR EVER LOVING MINDS! NO,NO!NO!That's just like teasing Them! SCHOOLS,CHURCHES,COMMUNITIES	6/1/2022

Allen Julie	2810 Howell Road Lake Park, Georgia 31636	jcdc@bellsouth.net	do not support	6/1/2022
Jed Allen	2810 Howell Road Lake Park, Georgia 31636	jcdc@bellsouth.net	do not support	6/1/2022
Mike Cooper	PO Box 5306 Valdosta, Georgia 31601	mcooper@asaeng.com		6/1/2022
Helen Turner	3817 Fawns Way Valdosta, Georgia 31606	hmtturner1955@yahoo.com	I am agreeing with the denial of REZ-2022-10 because I think it's not good for this neighborhood. With no security that will not be good for our community. I say NO!	6/1/2022
Katrina Gibson	4003 Grey Oak Drive Valdosta, Georgia 31605	trinagibson78@gmail.com	I opposed this halfway house. It's too close to neighboring schools and subdivisions with young children.	6/1/2022
Tiffinee Dasher	6650 Lake Park Road Valdosta, Georgia 31601	tmdasher@me.com	I think that it should be build in between the halfway house and GA State Patrol Office or in the vacant lot beside the jail where they used to have Rodeo's at.	6/1/2022
Tony Dasher	6650 Lake Park Road Valdosta, Georgia 31601	tmdasher@me.com	build it beside the state patrol office	6/1/2022
Dalton Dasher	6650 Lake Park Road Valdosta, Georgia 31601	tmdasher@me.com	build it by the jail	6/1/2022
Terry Hines	5573 Green Road Lake Park, Georgia 31636	terry.hines1971@yahoo.com	I am against this development.	6/1/2022
Mildred Dasher	6685 Lake Park Road Valdosta, Georgia 31601	tmdasher@me.com	Build it by the jail or State Patrol Office	6/1/2022
Jan Morgan	4851 Boring Pond Road Valdosta, Georgia 31606	janikens78@yahoo.com	with two schools nearby, this is not a good idea at all!!	6/1/2022
David Adams	3202 Boring Pond Road Valdosta, Georgia 31606	dadams@gaautomatic.com	We do not want this in our back yard we have young children in our neighborhood.	6/1/2022
Melissa Adams	3202 Boring Pond Road Valdosta, Georgia 31606	meliadams04@gmail.com	We do not support this at all	6/1/2022
Brittany	4705 Newton Street Valdosta, Georgia 31601	brittdaniel083@gmail.com	Protect our children	6/1/2022
Michelle Wilson	2576 Dasher Johnson Road Valdosta, Georgia 31606	antique1715@yahoo.com	I am vehemently opposed to this halfway house being dangerously situated next door to families with children, as well as, close to schools and churches. This is very dangerous and cannot proceed.	6/1/2022
Emma Millsap	2610 Dasher Johnson Road Valdosta, Georgia 31606	emma.millsap330@gmail.com	Please do not let this happen. I live very close to this site and would be concerned for my family's safety	6/1/2022
Charles Millsap	2350 Dasher Johnson Road Valdosta, Georgia 31606	fullquiver6@windstream.net	My children are homeschooled and home all the time and my property touches this property. My family will not be safe if this is allowed.	6/1/2022
Mike S. Morgan Sr	4851 Boring Pond Road Valdosta, Georgia 31606	mikeamorgansr@hotmail.com	As a concerned citizen and taxpayers I totally disagree with the building of these homes!	6/1/2022
Matt Douglas	5789 Lake Park Road Lake Park, Georgia 31636	mattrdouglas@hotmail.com	I do not support this facility in this location. I am in favor of DENIAL of REZ-2022-10.	6/1/2022
Tara Spivey	1805 Howell Road Valdosta, Georgia 31606	tjspivey@bellsouth.net		6/1/2022

Kameron Farmer	605 4H Club Road Lake Park, Georgia 31636	kameronfarmer95@icloud.com		6/1/2022
Tammy Tyre	3418 Clifton Road S Valdosta, GA 31606	tdtyrc@gmail.com	WE DO NOT WANT OR NEED THIS MESS IN OUR AREA!!	6/1/2022
Laine Chaney	5505 Old US 41S Lake Park, Georgia 31636	lainechaney@yahoo.com	I am against this because my sister lives right down the road	6/1/2022
Bobby Chaney	5505 Old US 41S Lake Park, Georgia 31636	chaneycustomhomes@gmail.com	I am against this becuae my sister in law lives right down the road from this	6/1/2022
Christine Brooks	4615 Amelia Circle Hahira, Georgia 31632	christinebrooks@lowndes.k12.ga.us	I teach at Moulton-Branch Elementary school. This house makes me nervous for our students.	6/1/2022
Daryl Ragsdale	5276 Humphreys Road Lake Park, Georgia 31636	dragsdale.91@gmail.com	this is a horrible idea	6/1/2022
Charlotte D Izell	3368 Boring Pond Road Valdosta, Georgia 31606	cnc1014@gmail.com	I have four children 13 and under and I do NOT want to worry	6/1/2022
Josh Izell	3368 Boring Pond Road Valdosta, Georgia 31606	joshizell@gmail.com		6/1/2022
Rebecca Altobello	5276 Humphreys Road Lake Park, Georgia 31636	rebecca.altobello@icloud.com	I support ministry to these people but I don't want them near my children's school or my home.	6/1/2022
Savannah Carter	89 Howell Road Lake Park, Georgia 31636	willowiris1999@gmail.com	We want our children protected	6/1/2022
Blake Howell	3417 Boring Pond Road Valdosta, Georgia 31606	bhowej@gmail.com	My families roots run deep in this area and I want to uphold the integrity and safety of our community. I oppose the development of this facility on Howell Road. I see no benefits to the community and the families who call it home. The area is know for its safety and we have seen growth in the area because of that. Many people have began building homes in the area because of its safety. A facility of this nature will discourage positive development and property tax revenue . I am extremely concerned for the safety of children at home and the schools that are near by. The unsupervised nature of this facility and lack of regulation will encourage bad behavior. I ask that the owners respect the community's wishes and move this plan elsewhere away from schools and this area. Please feel free to contact me if I can help in anyway. I will be reaching out to my local representative. Blake Howell	6/1/2022
Kimberly Futch	3461 Deerfield Lane Valdosta, Georgia 31606	dixie2685@yahoo.com	We are totally against this facility on this location	6/1/2022
Shelby Gibbs	6101 R Dustin Cain Street Hahira, Georgia 31632	shelbyngibbs@hotmail.com		6/1/2022
Capt. Jon Wilson	2576 Dasher Johnson Road Valdosta, Georgia 31606	johnwilson103049@gmail.com	Do you realize what a drug rehab facility, in our neighborhood, will do to our property values. Also most families in the area have children, my son and daughter have 7 children, and 1 grandchild, with another on the way. I say NO NO NO!!!!	6/1/2022
Courtney Corbett	169 Lois Lane Lake Park, Georgia 31636	theshopvaldosta@gmail.com		6/1/2022
Holly	3239 Johnson Lake Drive Valdosta, Georgia 31606	heyapple83@yahoo.com	My mother keeps my small children a lot. I will not approve of this and endangering our children.	6/1/2022

Melissa	2441 Gaines Lane Valdosta, Georgia 31606	heyapple83@yahoo.com	We will not let this happen we have children in our neighborhood	6/1/2022
J Christopher McGuire	5717 Fern Way Drive Naylor, Georgia 31641	jchrismcguire@bellsouth.net		6/1/2022
Steven Dansereau	9191 Ga Hwy 135 Naylor, Georgia 31641	impalass503@gmail.com	This should not be put in a rural setting without official supervision	6/1/2022
Laura McGuire	5717 Fern Way Drive Naylor, Georgia 31641	laurelraven@bellsouth.net	I strongly disagree with placing "half way" house for drug offenders close to where I work and live	6/1/2022
Donna Malmstrom	5900 Mariners Way Naylor, Georgia 31641	mcgill584@gmail.com	this needs to be voted down	6/1/2022
Nicole Whitley	5200 Skipper Bridge Road Hahira, Georgia 31632	ncwhitley@hotmail.com	I believe in second chances but not so close to an elementary school. I have children at MBE and LMS. It is too tempting for predators to be so close to school districts.	6/1/2022
Marisol Ortega	2115 Hutchinson Street Valdosta, Georgia 31601	solmar297@gmail.com	Absolutely not	6/1/2022
Kelly Paramo		keelyradcliff@hotmail.com	As a daughter of an addict, I have seen the moments of sobriety and the moments of relapse. Addiction is an illness that can take those affect to great lengths to satisfy what they are in search for with disregard for what may stand in their way. I would be in support of such a facility located in a non residential area further away from schools. Treatment sometimes is helpful but it always lies within the person to make the "change" choice, and sometimes their choices are not wise, safe or responsible which leads me to protect those closest to a potential rehab facility.	6/2/2022
Taylor	1338 Edgewood Drive Valdosta, Georgia 31601	taylorlscott@gmail.com		6/2/2022
Amanda Hall	4720 Zipperer Road Valdosta, GA 31606	aallynh@hotmail.com	This is way too close for comfort. Please don't put this near our homes and our kids school. Please	6/2/2022
Kristen Stanford	5907 Glenn Road Lake Park, Georgia 31636	stanford_kristen@hotmail.com	Please choose another spot. We want to know our children are safe.	6/2/2022
Deidra Frier	2385 Howell Road Lake Park, Georgia 31636	deidrafrier@gmail.com	We do not want something like this in our area	6/2/2022
Kristen Carter	5946 Lake Shore Drive Naylor, Georgia 31641	kristencarter04@gmail.com	I am opposed to this issue. The unregulated portion is my issue with the facilities and with the location due to the schools location. It is as if we are asking for our children to be in an unsafe environment.	6/2/2022
Stephanie Coody	102 S Essa St Lake Park, Georgia 31636	scoody1128@gmail.com	As a foster parent I have worked with parents struggling with addiction for over 5 years now. I know first hand the rate of relapse, the secondary issues such as increased tendency to commit violent crimes and the impact addiction has on our community. While I fully support all reunification programs, the location of this facility along with the utter lack of supervision is a recipe for disaster. Allowing it to be built so close to schools sets the county up for lawsuits. I know I would sue if one of these residents harmed my family.	6/2/2022
Naomi Young	3084 Stallings Road Valdosta, Georgia 31605	naomiyoung728@gmail.com	My daughter attends Moulton-Branch Elementary school. I am against this!	6/2/2022

Keri Damell	806 Pine Point Circle Valdosta, Georgia 31602	kerimoe13@gmail.com		6/2/2022
Phillip Weisbrod	5808 Live Oak Drive Naylor, Georgia 31641	wcistexass@bellsouth.net	No way	6/2/2022
Jordan Cooper	3220 Boring Pond Road Valdosta, Georgia 31606	jordan_cooper1644@yahoo.com	We don't need nor want that shit.	6/2/2022
Lea Smith	309 Jennifer Circle Valdosta, Georgia 31605	lb.smith0804@gmail.com		6/2/2022
Christin Crosby	3824 Spruce Drive Valdosta, Georgia 31605	christinc21@hotmail.com	My parents live near here and my children visit often, especially during the summer and I wouldn't want my kids to be near this facility.	6/2/2022
Derrick Black	2699 Howell Road Lake Park, Georgia 31636	dblack@corbettelectrical.com	Opposed to this re zoning request	6/2/2022
Destin Poppell	6342 Arrowood Drive Valdosta, Georgia 31606	destinwardwell@gmail.com	I support that this should not be in this area or if it is allowed to be here there should be better oversight of the residents.	6/2/2022
Daniel Millsap	2350 Dasher Johnson Road Valdosta, Georgia 31606	danielmillsap@gmail.com		6/2/2022
Jimmy & Judy Widdon	4720 Otter Creek Road Lake Park, Georgia 31636	jnwiddon@bellsouth.net	Please do not let this happen to our community all so that one resident gains financial gain and decreases the value of our land! Schools and church are close by. I am sure these men will not be from this area so why do we want to risk our locals for sake of a dollar. This is very selfish on the part of the land owner.	6/2/2022
Leola Sharp	5689 Fontana Road Valdosta, Georgia 31601	lcola3ts@gmail.com	There are many children in this area and a elementary to have something like this	6/2/2022
Eric Smith	3178 Boring Pond Road Valdosta, Georgia 31606	ericsmith17@gmail.com	Bringing this facility into our neighbor and community would be detrimental to the safety and security in this area	6/2/2022
Tana Macera	3944 Johnston Road Valdosta, Georgia 31606	macerat@bellsouth.net		6/2/2022
Joseph C Williams	6965 Myers Bluff Road Hahira, GA 31632	jcwilliams1@windstream.net	Great! That is what Lowndes County needs, 100+ criminals all together, with plenty of time to scheme and plan more criminal activities. No accountability or supervision. Only 2 miles from two elementary schools. Have you all lost your Minds	6/2/2022
Judith A. Williams	6965 Myers Bluff Road Hahira, GA 31632	jewilliams1@windstream.net		6/2/2022
Michael Williams	6965 Myers Bluff Road Hahira, GA 31632	worklife1979@gmail.com	If law enforcement do not support this then we should follow and fight against having this facility in our County as the issues that such an unmonitored facility would surely create and within 2 miles of 2 different schools. Parents have enough to worry about with out putting places like this so close to their kids	6/2/2022
James Spivey 3rd	1801 Howell Road Valdosta, Georgia 31606	jimmydaws3@gmail.com	Against this facility it is too dangerous	6/2/2022
Kelly Mercer	6240 Lake Park Road Lake Park, Georgia 31636	k.m.mercer@att.net		6/2/2022
Keith Mercer	6240 Lake Park Road Lake Park, Georgia 31636	dk_mercer17@yahoo.com		6/2/2022

James Spivey	1805 Howell Road Valdosta, Georgia 31606	homesolutions4u@bellsouth.net		6/2/2022
Janice Cooper	4210 Lightsey Road Valdosta, Georgia 31605	janicecooper@yahoo.com	Do not want this to happen	6/2/2022
Tony Garcia	4430 Joe K Drive Valdosta, Georgia 31606	stonehummer@gmail.com	I am against a home like this being built near 2 schools	6/3/2022
Kendall Godwin	6115 Pinewood Drive Valdosta, Georgia 3106	godwin11@outlook.com	keep this trash out	6/3/2022
Robert Manus	5634 Pasadena Way Valdosta, Georgia 31601	rachelemanus@gmail.com		6/3/2022
Cici Dalton	5223 Fiveash Road Hahira, Georgia 31632	cicidalton16@gmail.com		6/3/2022
Timothy Corbitt	3430 Boring Pond Road Valdosta, Georgia 31606	tcorbitt1@gmail.com		6/3/2022
Belinda Copeland	4121 Johnston Road Valdosta, Georgia 31606	grandmammi@icloud.com	I will protest have friends and family across street with grandkids and children in areas plus it's close to all children at school if they can't be with their children why are they allowed to be by ours with no supervision I can go on and on but save for the meeting thanks Belinda Copeland	6/3/2022
Daniel Smith	2398 New Statenville Highway Valdosta, Georgia 31606	dsmith@valdosta.edu	I do not support!	6/3/2022
Molly Bennett	4290 Spring Branch Circle Valdosta, Georgia 31601	mollybennett@lowndes.k12.ga.us		6/3/2022
Connie Haskins	4775 Otter Creek Road Lake Park, Georgia 31636	conniehaskins2@gmail.com	No supervision? No No and No! There are 2 schools right down the road from this area! If CrossPointe is behind this, they need find a place around there church	6/3/2022
Cristina Browning	3123 Circle Lane Valdosta, Georgia 31602	browneyedgirl9286@gmail.com	I do not agree to this at all!	6/4/2022
Maite	4396 Whippoorwill Circle Valdosta, Georgia 31605	narvaezmaite@yahoo.com	I'm signing this petition, I have children who attend Moulton Branch and I feel as if this would be very unsane for them to have these individuals so close to the school	6/4/2022
Julia Newbern	5522 Bob Wite Drive Valdosta, Georgia 31606	julia.newbern98@gmail.com		6/4/2022
Tom	4882 Otter Creek Road Lake Park, Georgia 31636	tomc21297@gmail.com		6/4/2022
Darrell Nichols	4645 Humphreys Road Lake Park, Georgia 31636	nichols_darrell@yahoo.com	I am against this! I do not want this in my neighborhood. Especially raising 2 daughters ages 10 and 12.	6/4/2022
Michelle Nichols	4745 Humphreys Road Lake Park, Georgia 31636	mlschmidt58@yahoo.com	I do not want this in my neighborhood around my preteen daughters	6/4/2022
Beth McClellan	3790 Boring Pond Road Lake Park, Georgia 31636	mcclellanbeth95@yahoo.com	I oppose the approval of REZ-2022-10	6/5/2022
James Woodfin	2560 New Statenville Hwy Valdosta, Georgia 31606	jwoodfin40@gmail.com	My Grandbabies go to school near this proposed facility. I don't understand why they can't expand the one or build a larger one across from the Lowndes County Jail.	6/5/2022

Jerry Alderman	3352 Boring Pond Road Valdosta, Georgia 31606	jerry.alderman@mchsi.com		6/5/2022
Robin Gay	3751 Boring Pond Road Valdosta, Georgia 31606	rgay@gocats.org	Please consider relocating! These men should not be within 2 miles of children	6/5/2022
Joshua Snyder	4655 Humphreys Road Lake Park, Georgia 31636	justin.credible907@yahoo.com	I am against a facility like this near my home	6/5/2022
Kimberly Snyder	4655 Humphreys Road Lake Park, Georgia 31636	kwilcott1977@gmail.com	I do not want this near my home, I have children still living in my home and my neighbors still have children living at home. This bothers me and sounds like a terrible idea for this area.	6/5/2022
Charlotte Apperson	3260 Boring Pond Road Valdosta, Georgia 31606	chalotteapperson@lowndes.k12.ga.us	WE DO NOT need these types of problems in our neighborhood, especially that close to two elementary schools! I agree those men need somewhere to start fresh and get on their feet, but not that close to these small children! These men have been convicted of all sorts of crimes, they will be unsupervised. They will be able to come and go as they please. This facility needs to be put on a large farm away from elementary school aged children. They need to be supervised and working towards learning a skill that will help them in the future, and not be free to roam the streets. I agree everyone needs a helping hand sometimes but not at the expense of our children and our community! I vote NO! NOT HERE! GO SOMEWHERE ELSE!!!!	6/5/2022
Debra Walker	4946 Boring Pond Road Valdosta, Georgia 31606	debrajwalker5@gmail.com	I am against the halfway house planned to be constructed on Howell Road	6/6/2022
Carol Cummings	5615 Lake Park Road Lake Park, Georgia 31636	cde5615@gmail.com	I am not for this proposal and my reasoning is on July 22nd 2020 I was attacked on howell road by a guy trying to commit suicide who was off his drug medication and it costs me over \$5000 dollars worth of damages done to my car and I've never been able to get reimbursement This all happened on Howell road down from where this facility will be and this gentleman was being supervised by his family members. It took seven lowndes county sheriff deputies to take him down.	6/6/2022
Danielle Hendrix	1298 Bethel Church Road Lake Park, Georgia 31636	mdanielle.hendrix@yahoo.com		6/6/2022
Catherine	2659 Kim Avenue Valdosta, Georgia 31601	catherine.clifton99@aol.com	you don't need to let grown men around little kids when they aren't supervised. You are supposed to watch after those kids not put drug dealers and all kinds of crazy around them. This is so messed up DONT TO IT!	6/6/2022
Coty	4645 Vann Road Valdosta, Georgia 31606	coty_pendergrass@live.com		6/6/2022
Chelsea Heath	4866 Otter Creek Road Lake Park, Georgia 31636	chelsea.heath@yahoo.com	This location is so close to two elementary schools and loads of residential area with children.	6/6/2022
Michael Moore	3940 Old Naylor Road Lake Park, Georgia 31636	dolphin.mike@hotmail.com	This is not needed so close to schools, churches and family homes - not in my neighborhood	6/6/2022
Joseph Brant	4541 Otter Creek Road Lake Park, Georgia 31636	liljocb19@gmail.com		6/6/2022
Grady Padgett	3944 Rowell Road Valdosta, Georgia 31606	gradypadgett1984@gmail.com	We live, work, raise our family here in peace. We do not wish to have this type of facility in our area that has the potential to bring violence and crime to our community.	6/6/2022



Phillip Storey	103 Wayne Avenue Valdosta, GA 31602	pstorey@parkingrepairs.com		6/6/2022
Margaret Moore	3940 Old Naylor Road Lake Park, Georgia 31636	maggiemike@hotmail.com	We don't want men that can't be alone with their children in our community near schools and churches, our area is a quiet serene area that's why we moved here, not to be worried about 102 drug addicted child abusers roaming our neighborhood . It's a proven fact when one of these sneak into a neighborhood crime increases NO TO HALFWAY HOUSE IN OUR AREA	6/7/2022
James Cummings	5609 Lake Park Road Lake Park, Georgia 31636	jac5609@gmail.com	My mother was attacked on howell road by a drugged out person in the middle of the road. If this person wants to help these people then put these houses on his own property next to his house and his neighbors.	6/7/2022
Dana Simpson	611 Horseshoe Bend Hahira, Georgia 31632	shay.simpson1327@gmail.com		6/7/2022
Amy & Jason Witherspoon	6835 Lake Park Road Lake Park, Georgia 31636	amyspoon@icloud.com	We are against building this facility.	6/7/2022
D'Arcy Jackson	2435 Davis Lane Valdosta, Georgia 31606			6/7/2022
Patty Vedas	2575 Davis Lane Valdosta, Georgia 31606	pvedas@yahoo.com	Do NOT want this!	6/7/2022
Jill Dennis	4719 Otter Creek Road Lake Park, Georgia 31636	jillyndennis@gmail.com	I have lived in this area for 49 years and there has never been problems. I feel housing these men, the community will be unsafe, and possibility of crime. I am totally against this proposal!	6/8/2022
Karen Jacobsen	2376 Will Rewis Road	klynnjacobsen@icloud.com	Think of the children	6/8/2022
Ardella Warren Vedas	2581 Davis Lane Valdosta, Georgia 31606	vedasc@bellsouth.net	We built at this address 21 years ago to get away from problems in the heart of Valdosta. A beautiful 21 years here. I am 83 , widow of 1 & 1/2 years and live 1.7 miles from this proposed site to which I am much afraid if this development happens. I know we suppose to help Gods people but I shutter to think how we enable drug addicts and alcoholic sayings we are helping them I'm Jesus name. I know several cases that gave up on helping addicts that return to their original way of life. 🙏❤️🙏P.S. I CANNOT go to the meeting but maybe someone can speak for me Anonymous.	6/8/2022
Mackenzie Cowie	6146 Baywood Drive Valdosta, Georgia 31606	kenziccowiex@gmail.com	Protect our children. The developer should be ashamed. Praying for resolution	6/8/2022
Jesse Wilson	6146 Baywood Drive Valdosta, Georgia 31606	jwilson007k@gmail.com		6/8/2022
Matthew Heath	4866 Otter Creek Road Lake Park, GA 31636	matt_heath2000@yahoo.com		6/8/2022
Amanda Spivey	235 Spivey Lane Lake Park, Georgia 31636		There are too many children and families to close to this. I vote no	6/8/2022
Denise Murphy	5286 Maycomb Avenue Hahira, GA 31632	denisebarton@gmail.com		6/8/2022
Eva Grimsley	4077 Stewart Circle Valdosta, Georgia 31602	blueyes31636@yahoo.com	This should not be allowed.	6/8/2022

Matt Comparato	2830 Howell Road Valdosta, GA 31606	mattcomparato@aol.com	This is a terrible idea. I moved out of the city to get away from the drugs and crime..not to have it brought to my front door.	6/9/2022
Caroline Smith	2830 Howell Road Valdosta, GA 31606	clsmitha34@gmail.com	No No and more No	6/9/2022
Lori Tenery	PO Box 3895 Valdosta, Georgia 31605	rhtservicecompany@yahoo.com		6/9/2022
Heather Z	4637 Sara Road Valdosta, Georgia 31605	gsa.heather.z@gmail.com		6/9/2022
Auburn Bennett	3786 Trotters Ridge Circle Valdosta, Georgia 31605	forasubscription@yahoo.com		6/10/2022
Wendell Green	179 Gray Lane Lake Park, Georgia 31636	toogreenfarms@gmail.com		6/10/2022
Beth Crum	2965 New Statenville Highway Valdosta, Georgia 31606	ccummicone1977@aol.com	I am oppose to this half way house on Howell Road Caldosta, GA. It is 1.6 miles from Moulton Branch elementary , it is 1.8 miles from the Southeast Elementary school. It is 1.4 miles from New Life ministries. It should not be in a residential or near a school or near a Church. We do not want this in our community. Signed Beth Crum	6/10/2022
Cathy Copeland	2976 New Statenville Highway Valdosta, Georgia 31606	cathy.copeland1971@gmail.com	I am opposed to the Howell Road halfway house.	6/10/2022
Meredith Crum	2965 New Statenville Highway Valdosta, Georgia 31606	mercrum10@gmail.com	I am oppose to a halfway house being close to Moulton Branch Elementary school and Churches with in 1.8 mikes of the proposed half way house	6/10/2022
Jon Crum	2965 New Statenville Highway Valdosta, Georgia 31606	jallen19762965@att.net	DO NOT ALLOW THIS AT THIS LOCATION	6/11/2022

## Petition to prevent rezoning at the location of 2193 Howell Road

Petition summary and background	The potential buyer of the property located at 2193 Howell Road and adjoining acreage, is attempting to rezone residential property in an attempt to set up a privately operated alcohol and drug addiction recovery facility.
Action petitioned for	We, the undersigned, are concerned citizens who urge our leaders to act now to prevent the rezoning of the location of 2193 Howell Road and for the area to remain agricultural or residential.

Printed Name	Signature	Address	Comment	Date
April Hodges	<i>April Hodges</i>	1406 San Bernardino	oppose	05/28/22
SONNY COUDRE	<i>Sonny Coultre</i>	1424 SAN BERNARDINO	OPPOSE	05/28/22
Emily Alexander	<i>Emily Alexander</i>	1403 San Diego Civ.	oppose	5/28/22
Jhannita Pitts	<i>Jhannita Pitts</i>	1521 San Bernardino Way	oppose	5/28/22
James Lutz	<i>James Lutz</i>	1301 San Bernardino Way	oppose	5/28/22
Freda Manning	<i>Freda Manning</i>	1560 San Bernardino Way	oppose	5/28/22
Earnest Manning	<i>Earnest Manning</i>	1560 San Bernardino Way	oppose	5/28/22
Lindsay Jackson	<i>Lindsay Jackson</i>	6000 Futch Rd.	oppose	5/29/22
<del>Earnest Manning</del>	<i>Isaac E. Jackson</i>	1560 San Bernardino Way	oppose	5/28/22
David Wisenbaker	<i>Dana Wink</i>	3660 Johnson Rd. SE	oppose	6/2/22
Dana Wisenbaker	<i>Dana Wink</i>	3660 Johnson Rd SE	oppose	6/2/22
Christina Wisenbaker	<i>Christina Wink</i>	3660 Johnson Rd. SE	oppose	6/2/22

June 16<sup>th</sup>  
5:30

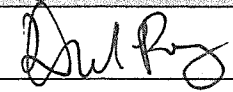
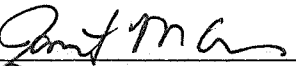


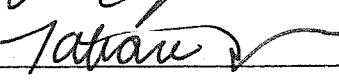
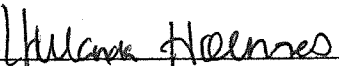
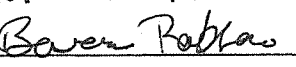

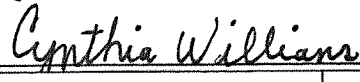


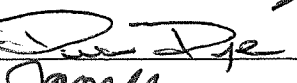

## Petition to prevent rezoning at the location of 2193 Howell Road

Petition summary and background	The potential buyer of the property located at 2193 Howell Road and adjoining acreage, is attempting to rezone residential property in an attempt to set up a privately operated alcohol and drug addiction recovery facility.
Action petitioned for	We, the undersigned, are concerned citizens who urge our leaders to act now to prevent the rezoning of the location of 2193 Howell Road and for the area to remain agricultural or residential.

Printed Name	Signature	Address	Comment	Date
Charles Judd	Charles Judd	2604 Davis Lane	opposed	05-24
Glen Cooper	Glen Cooper	2794 Dasher Johnson	opposed	05-24
Richard Fox	Richard Fox	2751 Dasher Johnson Rd	opposed	05-24
Stacie Fox	Stacie Fox	2785 Dasher Johnson	opposed	05-24
Georgie Babbie	Georgie Babbie	2444 Dasher Johnson Rd	oppose	5-24
Muriel Bradley	Muriel Bradley	3431 McDougal Ln	opposed	5-24-22
Elbert Bradley	Elbert Bradley	3431 McDougal Ln	opposed	5-24-22
Gwen HARRIS	Gwen Harris	3485 McDougal	OPPOSED	5-24-22
Johnny Caesar	Johnny Caesar	3417 McDougal Lane	OPPOSE	5-24-22
Juanita Caesar	Juanita Caesar	3417 m <sup>e</sup> Dougal Lane	oppose	5-24-22
Brian Kelley	Brian Kelley	6814 Lake Park Rd	OPPOSE	5-25-22
Kelly Kelley	Kelly Kelley	6814 Lake Park Rd	OPPOSE	5-25-22

## Petition to prevent rezoning at the location of 2193 Howell Road

Petition summary and background	The potential buyer of the property located at 2193 Howell Road and adjoining acreage, is attempting to rezone residential property in an attempt to set up a privately operated alcohol and drug addiction recovery facility.
Action petitioned for	We, the undersigned, are concerned citizens who urge our leaders to act now to prevent the rezoning of the location of 2193 Howell Road and for the area to remain agricultural or residential.

Printed Name	Signature	Address	Comment	Date
David Perez		1423 Yucaipa Cir	N/A Opposed	29052022
Janet Charles		1396 San Bernardino Way	O	May 28, 2022
Jacoby Doss		1390 San Bernardino Way	Opposed	5/29/22
Adam Campbell		1448 Hesperia Cir	Opposed	5/29/22
Tatiana Mayor		1445 San Bernardino way	Opposed	5/28/22
Wulanda Holmes		1453 San Bernardino Way	Opposed	5-28-22
Beverly Robiero		2390 Gairnes Ln	Oppose	5-25-22
Tevin Williams		2425 Morrison Ln	Oppose	5-25-22
Cynthia Williams		2425 Morrison Ln	Oppose	5-25-22
Levi Kelley		6814 Lake Park Rd	Oppose	5-25-22
Grant Kelley		6814 Lake Park Rd	Oppose	5-25-22
Rwan Dye		6237 Lake Park Rd	Oppose	5-25-22
JAMES MORRISON		2324 BAKER RD	Oppose	5-25-22

May 24, 2022

To whom it may concern:

I am writing this letter to disapprove of the rezoning of property at 2193 Howell Rd. My name is Derrick Black and I live at 2699 Howell Rd which is about 1 mile from our home. I have lived at this address for 49 years and my wife and I have been here for 28 years. I have a son that has started planning for his home here as well. We are writing this to ask for your help in denying the rezoning request from Brent Moore of Redeemed Living.

This rezoning request is for a drug\alcohol transition facility with approximately 50 various living facilities housing anywhere from 1-6 men in each. All these men are recovering from various addictions from drugs and alcohol. This is not a State mandated facility; it is privately owned and operated. According to the information we received at the zoning meeting last night there will not be any licensed counselors, medical personnel or security personnel on site. The overseer of the property will be a pastor from a church living in one of the homes. The rest of the overseer's will be the tenants that have been there longer. They will not be able to drive so they will depend on other drivers, friends, business partners, taxis or walk to their destinations. Brent Moore stated last night at the zoning meeting that there is a 85-92% chance of addict relapse. He also stated that these men have burned all their bridges and have nowhere else to turn. Their families have wrote them off. This scares me! These men have nothing to loose. Me and my wife have had several family members that have had drug and alcohol problems through the years and when an addict needs their fix that's all they can think about, and have no concern or care for anyone in their way. There is no formula to tell who will get the help they need and who is going through the motions to stay out of jail or meet probation requirements. If 50% of these men are there for the right reasons and 50% are not , that's still a lot of undesirable people coming and going around our neighborhood. This facility seems to be based on the honor system. Howell road is a dark road with a Rail Road crossing about 1000' away from the property where trains are constantly stopped and cars can't cross until it moves. How

**would you like your wife, daughter, mother, grandmother sitting at these tracks waiting for a train and the only thing protecting them is their honor system.**

**If rezoning is approved this will put the facility within 2.2 miles of JL Lomax School, 1.9 miles of Moulton Branch School, 1.5 miles rom New Life Ministries Church and 1.9 miles of Moulton Branch Estates all easily within walking distance from this facility that has the honor system keeping everyone onsite and in line. Redeemed living facilities requires each person accepted to fill out a liability waver releasing Redeemed living Inc. from all accountability from any damage or incidents caused by anybody living at this facility when offsite. All the information in this letter was gathered from zoning meeting or their website.**

**Thank you for your consideration in this matter.**

**Derrick Black**

**Helen Black**

**Hunter Black**



LOWNDES COUNTY BOARD OF COMMISSIONERS  
COMMISSION AGENDA ITEM

SUBJECT: REZ-2022-11 Makes, LLC, 900 Lakes Blvd, C-G, County Utilities,  
1.07 acres

DATE OF MEETING: June 16, 2022

Work Session/Regular Session

BUDGET IMPACT: N/A

FUNDING SOURCE:

- ( ) Annual
- ( ) Capital
- (X) N/A
- ( ) SPLOST
- ( ) TSPLOST

COUNTY ACTION REQUESTED ON: REZ-2022-11 Makes, LLC, 900 Lakes Blvd, C-G, County Utilities, 1.07 acres

HISTORY, FACTS AND ISSUES: This request represents an update to a previously approved C-G rezoning request. This case was previously considered for C-G zoning with conditions in 2009 (LO-2009-13) and again in 2014 (REZ-2014-14). Ultimately, the TRC and GLPC recommended approval of the previous cases with conditions. Since the original request (2009) was heard, the allowable uses proposed in C-G zoning were modified in 2010 with a text amendment, and the previous case was handled by a different agent (Leninco, i.e. the operator of the Francis Lake Golf Course). Transitioning back to the current request, the main motivation for this rezoning is to remove some of the conditions placed on the property in 2014. The subject property is within the Urban Service Area and depicted as Established Residential on the Future Development Map. Concerning the subject property's location, Lakes Blvd. is a state-maintained major collector road.

Staff has attached the conditions from the previous rezoning request, and the applicant would like to remove numbers #4 (landscaped berm on the eastern and a portion of the southern property line), #8 (architectural design), #9 (dumpster locations), and #11 (light pollution) in order to develop the site as a Dairy Queen. The applicant has submitted a site plan depicting landscaping designed to mitigate the light pollution from headlights.

Overall, staff finds this request consistent with the current growth trends in the area, and with the Community Goals of the Comprehensive Plan. The TRC had no additional objectionable comments, and the Planning Commission recommends approval with the four conditions (#4, #8, #9, and #11) being removed by a 5-4-1 vote.

- OPTIONS: 1) Approve  
2) Approve with Conditions  
3) Table  
4) Deny

RECOMMENDED ACTION: Board's Pleasure

DEPARTMENT: Planning/Zoning

DEPARTMENT HEAD: JD Dillard

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

**NOTICE  
OF DECISION**

Date of Notice: 08-14-2014

Application Type: REZONING Case # REZ-2014-14

Site Location: GOLF DRIVE

Map and Parcel Number: 0199 A PORTION OF 050

Project Name: ROGER BUDD, JR.

The Lowndes County Board of Commissioners heard REZ-2014-14 on Tuesday, August 12, 2014, and **APPROVED** the applicant's request to amend the zoning classification. The Motion was approved by a vote of three to two (3-2) to rezone 4.28 acres from its current zoning classification of R-10 (Suburban Density Residential) to C-G (General Commercial) with the following **conditions**:

1. Alcohol package stores shall not be allowed on the subject property;
2. Gasoline stations, with or without a convenience store, shall not be allowed on the subject property;
3. Convenience stores shall not be allowed on the subject property;
4. The eastern property line of the subject property 350 feet in length and the partial southern property line 206.77 feet in length, both illustrated on the attached plat of survey of the subject property prepared by Harris Surveying & Engineering Company, Inc., dated January 2, 2007, shall have a landscaped berm located within a landscaped buffer a minimum of sixty (60) feet in width. The landscaped berm shall be a minimum of fifty-four (54) feet wide at its base, shall be a minimum of six (6) feet high, and shall have a plateau a minimum of six (6) feet wide. The slopes of the sides of the berm shall be a minimum of four (4) feet in width per each one (1) foot in height. The plateau of the berm shall be planted with Leyland Cypress ten (10) to twelve (12) feet in height at the time of planting planted eight (8) feet apart at their centers. The eastern and southern slopes of the berm and adjoining buffer area shall be landscaped with four (4) shade trees selected from the Canopy Trees listed in Table 4.07.04(C) of the Lowndes County Unified Land Development Code (U.L.D.C.) and twenty-five (25) shrubs a minimum of eighteen (18) inches in height at the time of planting per one-hundred (100) linear feet. The remainder of the berm and buffer area shall be sodded or covered with other ground cover. The landscape materials planted on the berm and in the buffer area shall comply with the General Landscape Standards set forth in Section 4.07.04 of the ULDC except as otherwise hereby required. The berm and buffer area and all plantings thereon and therein shall be maintained by the owner of the subject property in accordance with and as provided by Section 4.07.03 of the ULDC;
5. The hours of operation of any use of the subject property shall be limited to 7:00 a.m. to 10:00 p.m.;
6. The loading and un-loading of semi-trucks, tractor trailers and other trucks on the subject property shall be restricted to the west side of buildings constructed on the subject property;
7. No buildings shall be constructed on the subject property over two (2) stories in height;

8. Excluding doors and windows, no more than ten (10) percent of exterior walls of buildings constructed on the subject property shall be finished with a material or feature other than masonry;
9. Dumpsters shall not be located on the subject property within two hundred (200) feet of any existing residential property line;
10. The development of the subject property shall include and provide at least one (1) cross access drive a minimum of twenty-four (24) feet wide and otherwise meeting the requirements for cross access drives set forth in Section 6.01.01(B) of the ULDC for the purpose of providing cross access between the subject property and the property located to the west of and adjacent to the subject property currently identified on the records of the Lowndes County Board of Tax Assessors as Parcel No. 0198 193; and
11. Map 0198 Parcel 047 shall be protected from any light pollution from the subject property e.g., headlights from parking spaces or overhead lighting.

**Additionally**, regarding REZ-2014-14, although the TRC (Lowndes County Technical Review Committee) did not believe that the following three (3) points should be rezoning conditions they should at the least be noted for future reference:

- (1) If access is requested on SR 376 (Lakes Blvd) all current GDOT requirements must be met, e.g., installation of acceleration and deceleration lanes;
- (2) Future parking areas are to be constructed with an approved permeable or pervious pavement material with the type of material subject to approval by the County Engineer (ULDC-Section 6.01.03(D)); and
- (3) Any future development of the subject property will require connection to the Lowndes County Water & Sewer Systems as it is located within a 1,000 feet radius of the parent tract of the new subdivision and/or development (ULDC-6.03.03(C) & 6.03.04(C)).

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Debra A. Tulloch  
Administrative Assistant – Zoning Office

Actions by the Lowndes County Board of Commissioners are subject to appeal through the Superior Court of Lowndes County. Therefore, actions by the Lowndes County Board of Commissioners are not final until thirty (30) days after the date that such actions are recorded.



..... DOVER MILLER KARRAS LANGDALE & BRANTLEY .....

A T T O R N E Y S A T L A W

A PROFESSIONAL CORPORATION

J. Michael Dover  
Willis L. Miller III  
Patricia McCorvey Karras  
Jackson R. Langdale  
Nathanael D. Brantley  
Jennifer Stakich Walker\*  
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701 North Patterson Street  
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Mailing Address:  
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Valdosta, Georgia 31603-0729

Telephone Number:  
229-242-0314  
General Facsimile:  
229-249-8685  
Real Estate Facsimile:  
229-242-6495

\*licensed in Florida

May 5, 2022

Lowndes County Board of  
Commissioners & GLPC  
327 N. Ashley Street  
Valdosta, GA 31601

Re: Application for Rezoning Amendment for Part of Tax Parcel 0199 050

Dear Board Members:

Please allow this letter to serve as an application for rezoning amendment for the property located off Golf Drive, approximately 1.07 acres, part of Map & Parcel Number 0199 050. The property is currently zoned as C-G pursuant to a 2014 rezoning application and Notice of Decision (Case REZ-2014-14). A copy of the Notice of Decision is attached hereto as Exhibit "A." This application is to request removal of certain conditions in the Notice of Decision affecting this property.

The property is currently owned by Makesh, LLC as of October 14, 2021, and the deed is recorded in Deed Book 6843, Page 2497, of the Lowndes County public records. A copy of the recorded deed is attached hereto as Exhibit "B." A survey of the property is included as Exhibit "C". A site plan of the proposed project will be provided at a later date. A list of adjacent property owners is attached hereto as Exhibit "D."

The prior rezoning case addressed a larger piece of property than our subject property. As a result, some of the conditions listed in the Notice of Decision render compliance on this smaller parcel impossible. Specifically, we request removal of conditions 4, 8, 9, and 11 from the 2014 Notice of Decision. Condition 4 requires a 60 foot wide landscaped berm, which would render an 1.07 acre parcel unusable. With regards to Condition 8, removal is requested due to the Dairy Queen franchise specifications and design package. Prior to the Planning Commission meeting, the property owner will provide elevations to the GLPC and Board. Condition 9 is requested to be removed as the property is not 200 feet wide, so no location on the subject property would comply with this condition. Removal of Condition 11 is requested as light pollution will be addressed in the forthcoming site plan for the project.

The removal of these conditions do not frustrate the intent of the General Commercial zoning classification or the ULDC. Rather, removal of these conditions makes the subject property more useful to the community as a whole, by encouraging business development, increasing community revenue and employment, and placing this property at its highest and best use.

Thank you for your consideration in the rezoning amendment of this property. If I can answer any questions about this request, please do not hesitate to contact me.

Respectfully,



Jackson R. Langdale  
Attorney for the Owner





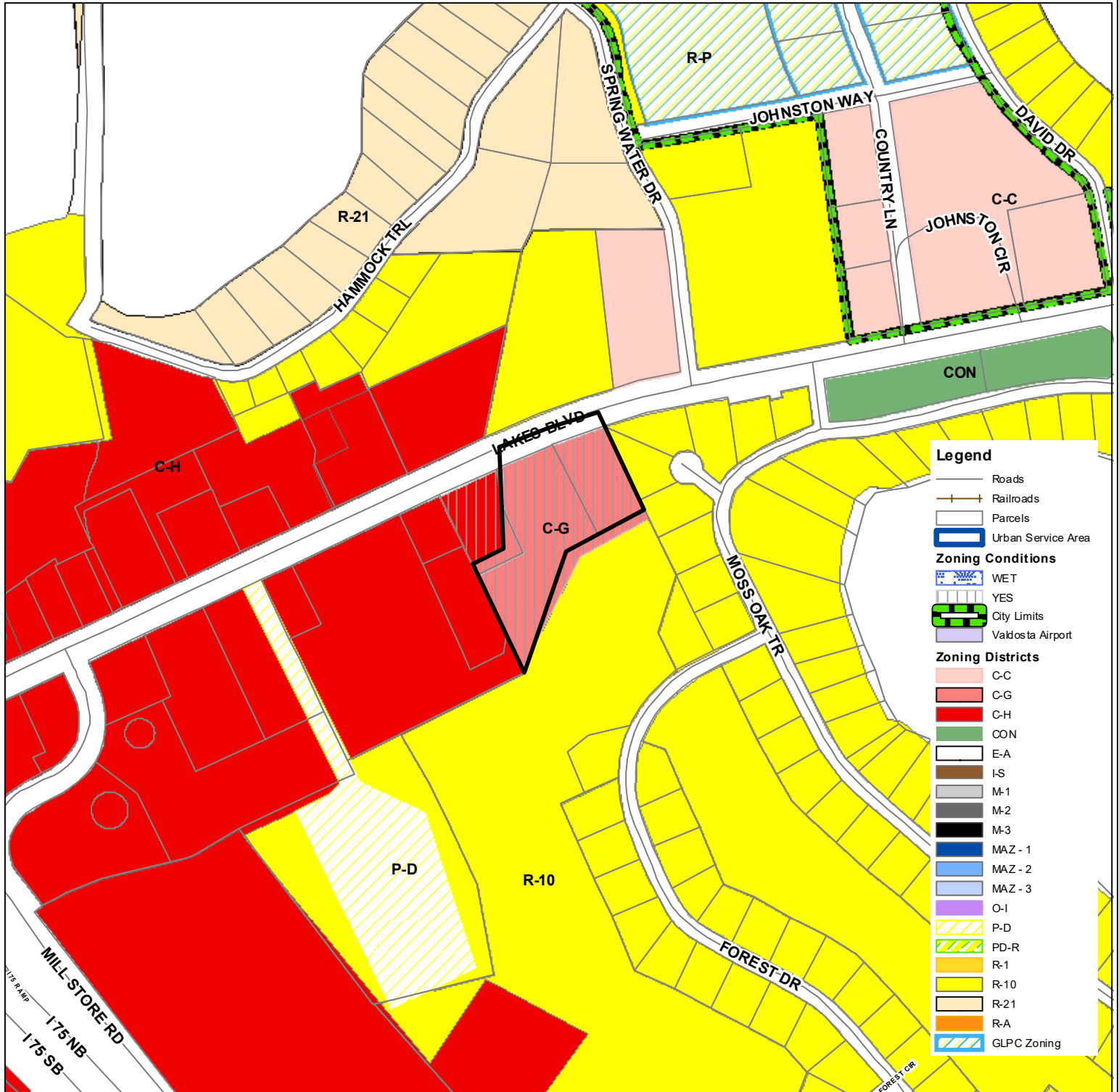


# REZ-2022-11

# Zoning Location Map

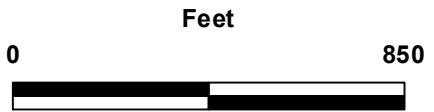
Makesh, LLC  
Rezoning Request

**CURRENT ZONING: C-G/Amended**  
**PROPOSED ZONING: C-G**

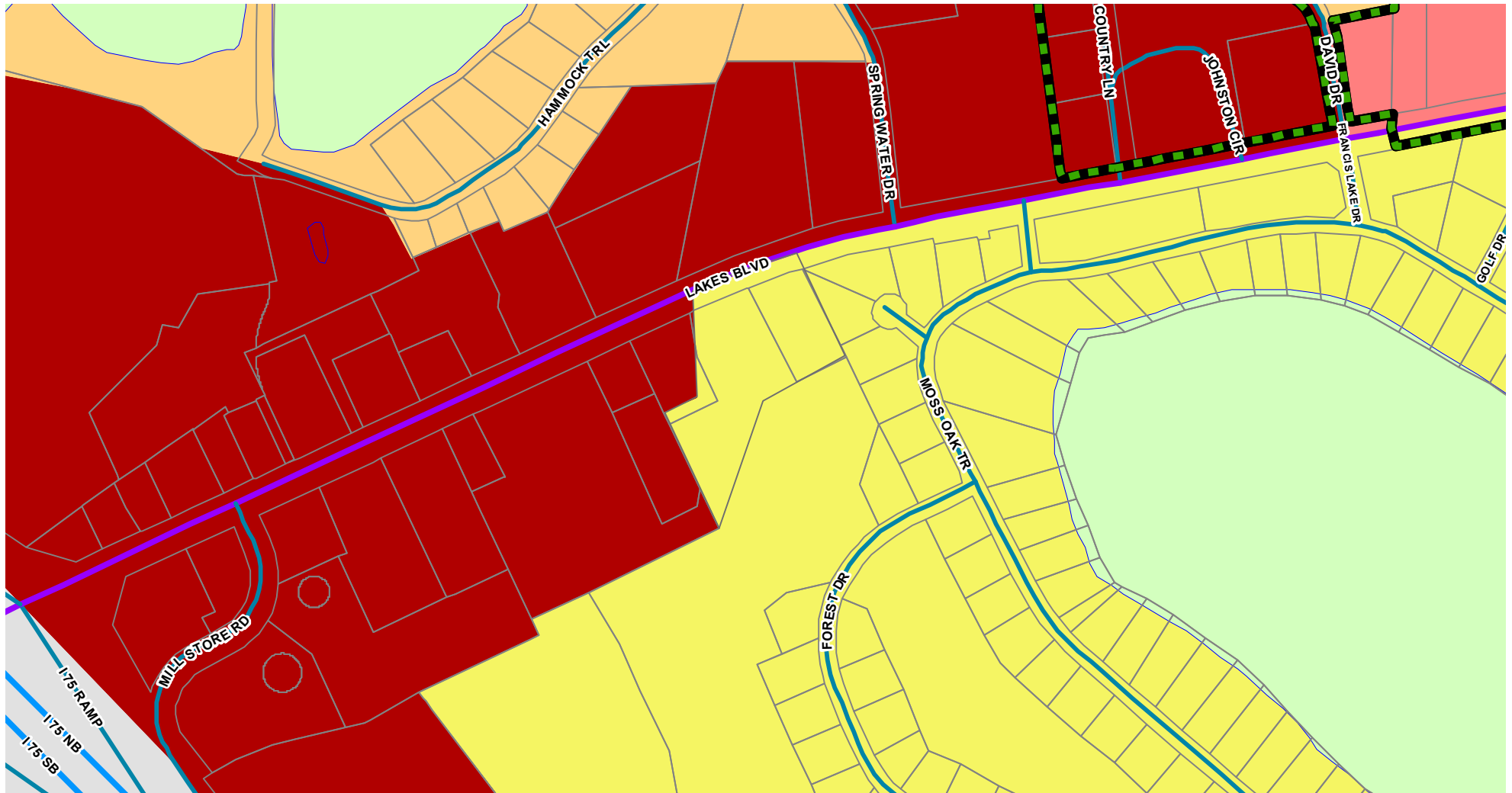


**Legend**

- Roads
- Railroads
- Parcels
- Urban Service Area
- Zoning Conditions**
- WET
- YES
- City Limits
- Valdosta Airport
- Zoning Districts**
- C-C
- C-G
- C-H
- CON
- E-A
- I-S
- M-1
- M-2
- M-3
- MAZ - 1
- MAZ - 2
- MAZ - 3
- O-I
- P-D
- PD-R
- R-1
- R-10
- R-21
- R-A
- GLPC Zoning



## Makesh, LLC Rezoning Request



### Roads

#### Functional Classification

- 1, INTERSTATE
- 3, OTHER PRINCIPAL ARTERIAL
- 4, MINOR ARTERIAL
- 5, MAJOR COLLECTOR
- 6, MINOR COLLECTOR
- 7, LOCAL
- Railroads

  Urban Service Area

  City Limits

  Parcels

  Open Water


















<span style="border: 1px solid black; padding: 2px;"> </span> Random Parcel	<span style="background-color: #f8d7da; padding: 2px;"> </span> Neighborhood Activity Center
<span style="background-color: #d4edda; padding: 2px;"> </span> Agriculture / Forestry	<span style="background-color: #d1ecf1; padding: 2px;"> </span> Park/Recreation/Conservation
<span style="background-color: #fff3cd; padding: 2px;"> </span> Community Activity Center	<span style="background-color: #d4edda; padding: 2px;"> </span> Public / Institutional
<span style="background-color: #d4edda; padding: 2px;"> </span> Downtown	<span style="background-color: #d4edda; padding: 2px;"> </span> Regional Activity Center
<span style="background-color: #d4edda; padding: 2px;"> </span> Established Residential	<span style="background-color: #d4edda; padding: 2px;"> </span> Remerton Neighborhood Village
<span style="background-color: #d4edda; padding: 2px;"> </span> Industrial Activity Center	<span style="background-color: #d4edda; padding: 2px;"> </span> Rural Activity Center
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<span style="background-color: #d4edda; padding: 2px;"> </span> Linear Greenspace/Trails	<span style="background-color: #d4edda; padding: 2px;"> </span> Transitional Neighborhood
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<span style="background-color: #d4edda; padding: 2px;"> </span> Moody Activity Zone	



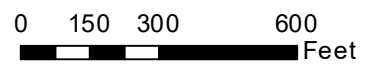
# REZ-2022-11

# 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

**Makesh, LLC**  
**Rezoning Request**



LOWNDES COUNTY BOARD OF COMMISSIONERS  
COMMISSION AGENDA ITEM

SUBJECT: REZ-2022-12 Pittman, Phelps, Leonard, Moss Oak Trail, R-10 to C-G, County Utilities, ~1.63 acres

DATE OF MEETING: June 16, 2022

Work Session/Regular Session

BUDGET IMPACT: N/A

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: REZ-2022-12 Pittman, Phelps, Leonard, Moss Oak Trail, R-10 to C-G, County Utilities, ~1.63 acres

---

HISTORY, FACTS AND ISSUES: This request represents a change in zoning on the subject properties from Suburban Density Residential (R-10) zoning to General Commercial (C-G) zoning. The general motivation, in this case, is a speculative commercial use of the subject properties. Access to and from the subject properties is currently off Moss Oak Trail (cul de sac) in the Francis Lake subdivision. These lots are currently undeveloped. Concerning the Comprehensive Plan Future Development Map, the subject properties are within the Urban Service Area and depicted as an Established Residential Character Area. Per Comprehensive Plan guidance, C-G zoning is not listed as a recommended zoning within an Established Residential Character Area.

Aspects of this case worthy of consideration include the following: 1. The subject properties have frontage on Lakes Blvd., a major collector, 2. The commercial zoning of the adjacent property to the west, and 3. The future interconnections associated with the existing and future developments. Overall, from a planning standpoint, the conversion of the subject property from residential to some form of commercial development can complement the surrounding area – especially when you view the economic development of the subject properties concerning their proximity and view from the I-75 interchange. At this point, staff believes that the existing residences can be protected, thus honoring the established residential depiction on the future development map, while allowing for a reasonable amount of economic development to take place in the area.

The TRC reviewed this application and had no objectionable comments, with the determination from the Engineering Department that no commercial traffic would be allowed onto the residential subdivision streets. Additionally, it should be noted that if the subject property is developed commercially, the minimum buffer required would currently be at least 15' wide and include a 6' tall opaque privacy fence, three (3) shade trees per 100 linear feet, and 19 shrubs per 100 linear feet.

The Planning Commission considered the request and the commentary from the neighbors and ultimately recommended for its denial by a (9-0-1) vote.

- OPTIONS: 1) Approve  
2) Approve with Conditions  
3) Table  
4) Deny

RECOMMENDED ACTION: Board's Pleasure

DEPARTMENT: Planning/Zoning

DEPARTMENT HEAD: JD Dillard

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:



..... DOVER MILLER KARRAS LANGDALE & BRANTLEY .....

A T T O R N E Y S A T L A W

A PROFESSIONAL CORPORATION

J. Michael Dover  
Willis L. Miller III  
Patricia McCorvey Karras  
Jackson R. Langdale  
Nathanael D. Brantley  
Jennifer Stakich Walker\*  
Charles A. Shenton IV  
W. Cavan Perry

701 North Patterson Street  
Valdosta, Georgia 31601-4526

Mailing Address:  
Post Office Box 729  
Valdosta, Georgia 31603-0729

Telephone Number:  
229-242-0314  
General Facsimile:  
229-249-8685  
Real Estate Facsimile:  
229-242-6495

\*licensed in Florida

May 5, 2022

Lowndes County Board of  
Commissioners & GLPC  
327 N. Ashley Street  
Valdosta, GA 31601

Re: Application for Rezoning for Tax Parcels 0198 044, 0198 045, and 0198 046

Dear Board Members:

Please allow this letter to serve as an application for rezoning for the property located off Moss Oak Trail, Map & Parcel Numbers 0198 044, 0198 045, and 0198 046. These lots are currently zoned as R-10. This application is to request the property be rezoned from R-10 to C-G.

These lots are currently owned by Dorothy Pittman, Karla Phelps, and Carole K. Leonard, and the deeds are recorded in Deed Book 1646, Page 115; Deed Book 2058, Page 57; and Deed Book 4683, Page 171, all of the Lowndes County public records. A copy of the recorded deeds are attached hereto as Exhibit "A." A survey of the property is included as Exhibit "B". A list of adjacent property owners is attached hereto as Exhibit "C."

Given the changing nature of this area, a commercial zoning classification represents the best application and use of these properties. Additionally, this is an older neighborhood that has not been fully developed as residential. While these lots are part of an established residential designation, so too was the neighboring golf course which was ultimately rezoned for commercial use. This area has been approached by restaurant and retail facilities which has not taken away from the existing residences. The owners would propose a generous landscaping buffer for any boundaries with a residential property, and care would be taken to limit light pollution in future development.

The requested rezoning does not frustrate the intent of the ULDC or the Comprehensive Plan. Rather, rezoning makes the subject property more useful to the community as a whole, by encouraging business development, increasing community revenue and employment, and placing this property at its highest and best use.

Thank you for your consideration in the rezoning of this property. If I can answer any questions about this request, please do not hesitate to contact me.

Respectfully,

A handwritten signature in blue ink, appearing to read 'J. Langdale', is positioned above the typed name.

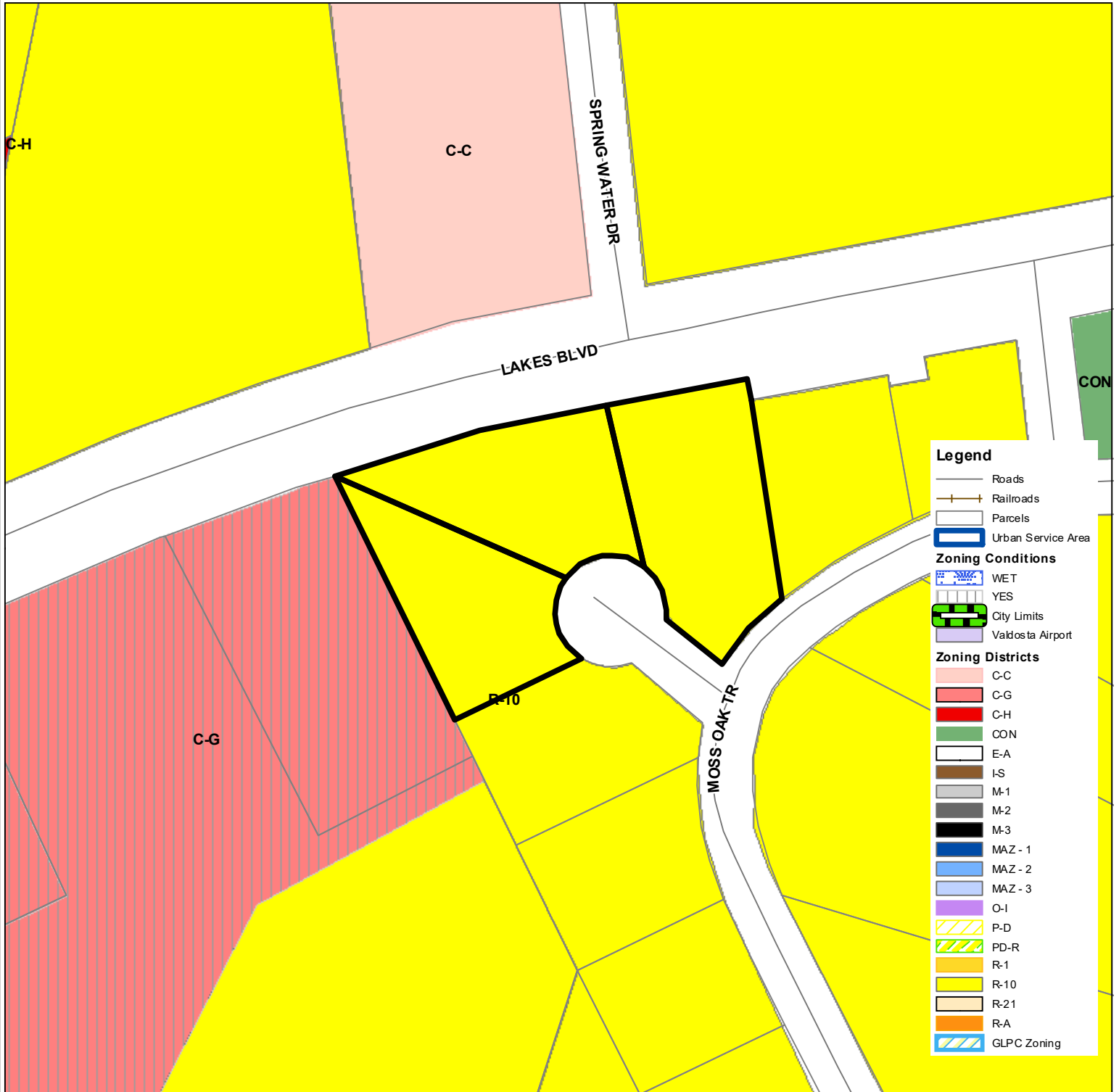
Jackson R. Langdale  
Attorney for the Owners

# REZ-2022-12

# Zoning Location Map

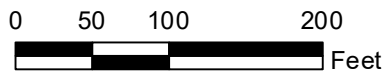
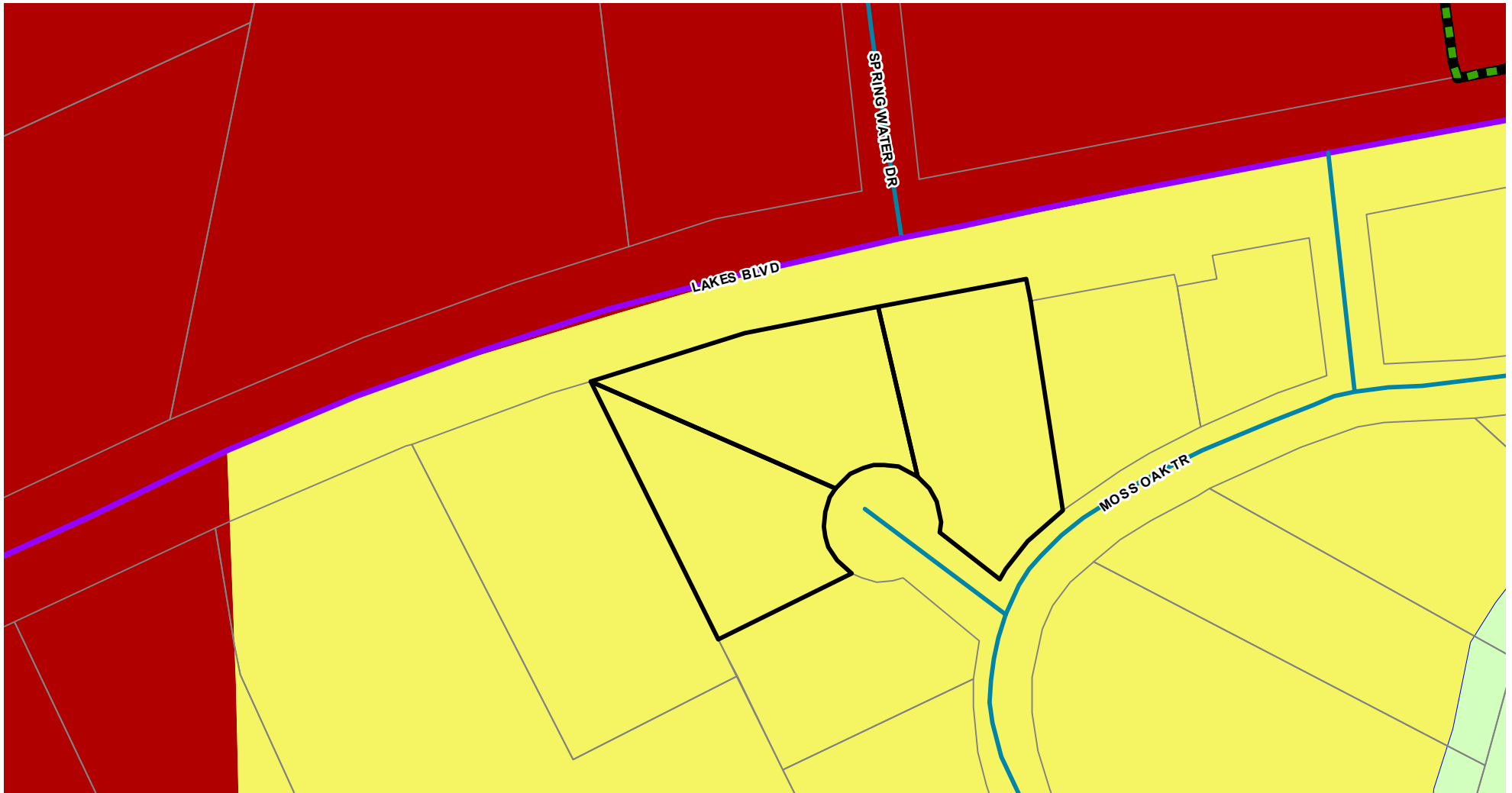
Dorothy Pittman  
Rezoning Request

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





## Dorothy Pittman Rezoning Request



### Roads

#### Functional Classification

- 1, INTERSTATE
- 3, OTHER PRINCIPAL ARTERIAL
- 4, MINOR ARTERIAL
- 5, MAJOR COLLECTOR
- 6, MINOR COLLECTOR
- 7, LOCAL
- Railroads

- Urban Service Area
- City Limits
- Parcels
- Open Water
















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



# REZ-2022-12

# WRPDO Site Map

## Legend

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

**Dorothy Pittman**  
**Rezoning Request**



LOWNDES COUNTY BOARD OF COMMISSIONERS  
COMMISSION AGENDA ITEM

SUBJECT: Lowndes County Accountability Court Grant Approval and Cash Match

DATE OF MEETING: June 16, 2022

Work Session/Regular Session

BUDGET IMPACT: \$26,147.00

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: Acceptance of FY23 Grant Award for the Lowndes County Accountability Court

---

HISTORY, FACTS AND ISSUES: On behalf of the Lowndes County Accountability Court (LCAC) team, and Judge Gregory A. Voyles, I would like to thank the Board for all the support you have given us over the years.

LCAC is funded through a reimbursable State Grant. To receive funding through said grant, LCAC must secure a cash match from Lowndes County. This year's cash match amount is \$26,147.00 (FY23 budget detail attached).

All other monies expended by the Board of Commissioners on the Court's behalf are fully reimbursable and said payments are received by the County each quarter.

OPTIONS: 1. Approval of continued funding and cash match - as requested above.  
2. Board's Pleasure

RECOMMENDED ACTION: Approve

DEPARTMENT: Accountability Court

DEPARTMENT HEAD: Jennifer Fabbri

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:



## FY23

### AWARDED LCAC Budget

Category	Amount
<b>GRANT</b>	<b>\$37,023.00</b>
<b>MATCH</b>	<b>\$23,600.77</b>
<b>COORDINATOR SALARY</b>	<b>\$60,623.77</b>
IN STATE TRAINING TRAVEL	
COORDINATOR TRAVEL	\$0.00
CASE MGR TRAVEL	\$0.00
CONFERENCE -7 PEOPLE	\$4,029.00
<b>TOTAL TRAINING</b>	<b>\$4,029.00</b>
REAGENTS	\$21,773.00
RECONNECT	\$4,387.00
ONSITE KITS	\$5,354.25
<b>TOTAL TESTING</b>	<b>\$31,514.25</b>
COURT Case Manager - Contractor	\$33,705.00
SURVEILLANCE OFFICER- Contractor	\$6,000.00
<b>TOTAL CONTRACTORS</b>	<b>\$39,705.00</b>
<b>TOTAL TREATMENT</b>	<b>\$79,470.00</b>

TOTAL BUDGET \$217,888.00



County Match Portion \$26,147.00  
Funds from Grant \$191,741.00

**Stats:**

Current Active Census : 28

Graduates to date: 51 (since 2016)

Last graduation June 2022; Next graduation set for late August 2022

**Awards and Special Notes -**



LCAC received full certification from the Council of Accountability Court Judges (CACJ) the first part of May 2022. This means we are: 1 - compliant with all state standards and best practices; 2 - we continue to be qualified to receive State funding (grants, etc...)

LCAC was also asked to submit our name to the "Model Court" program for consideration. This program recognizes outstanding Courts throughout the State and I am hopeful LCAC will be selected to receive this prestigious award.

LOWNDES COUNTY BOARD OF COMMISSIONERS  
COMMISSION AGENDA ITEM

SUBJECT: Lowndes County Juvenile Accountability Court (LCJAC) FY23  
Budget & Grant Award

DATE OF MEETING: June 16, 2022

Work Session/Regular Session

BUDGET IMPACT: \$11,940.00

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: Acceptance of FY23 Grant Award for the Lowndes County Juvenile  
Accountability Court

---

HISTORY, FACTS AND ISSUES: On behalf of the Lowndes County Juvenile Accountability Court (LCJAC) team,  
and Judge James G. Tunison, Jr., I would like to thank the Board for all the support you have given us.

LCJAC is funded through a reimbursable State Grant. To receive funding through said grant, LCJAC must secure  
a cash match from Lowndes County. This year's cash match amount is \$11,940.00 (FY23 budget detail  
attached).

All other monies expended by the Board of Commissioners on the Court's behalf are fully reimbursable and  
said payments are received by the County each quarter.

OPTIONS: 1. Approval of continued funding and cash match - as requested above.  
2. Board's Pleasure

RECOMMENDED ACTION: Approve

DEPARTMENT: Juvenile Accountability Court  
Martin

DEPARTMENT HEAD: Geoffrey

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

## FY23 Budget Detail Award Worksheet

Court Name

Lowndes County Juvenile Drug Court

Budget Worksheet Category	Line Item Approvals	Line Item Totals
Personnel	Program Coordinator	33,800.00
	Program Coordinator Fringe Benefits	3,456.00
Contract Services	Treatment Provider	30,000.00
	Law Enforcement Surveillance Officer	6,000.00
Drug Testing Supplies	Onsite Devices	5,000.00
Supplies /Other Costs		0.00
Equipment		0.00
In State Training and Travel	Annual Conference	3,064.00
Transportation Funding	CSB Van Service	6,240.00
<b>Total Budget Award:</b>		<b>\$87,560</b>

Match:

\$11,940

**CACJ Funding Committee Notes:**

LOWNDES COUNTY BOARD OF COMMISSIONERS  
COMMISSION AGENDA ITEM

SUBJECT: Annual Contract Renewal with the State of Georgia Department  
of Corrections

DATE OF MEETING: June 16, 2022

Work Session/Regular Session

BUDGET IMPACT: \$147,954.00

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: Annual Contract Renewal for three (3) Work Details with the Georgia  
Department of Corrections

---

HISTORY, FACTS AND ISSUES: The annual contract for three (3) work details with the Department of  
Corrections is due for renewal. One (1) detail is assigned to the Engineering Department to meet state  
requirements for storm water and two (2) details are assigned to the Public Works Department to clean  
county-owned drainage easements.

OPTIONS: 1. Approve the contract renewal and authorize the Chairman to execute the contract.  
2. Board's Pleasure

RECOMMENDED ACTION: Board's Pleasure

DEPARTMENT: Public Works

DEPARTMENT HEAD: Robin Cumbus

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

**WORK DETAIL AGREEMENT  
BY AND BETWEEN  
GEORGIA DEPARTMENT OF CORRECTIONS  
AND  
LOWNDES COUNTY BOARD OF COMMISSIONERS**

THIS AGREEMENT is entered into this 1st day of July, 2022, by and between GEORGIA DEPARTMENT OF CORRECTIONS, an agency of the State of Georgia (hereinafter referred to as “Department”), and Lowndes County Board of Commissioners, a department, authority, agency or political subdivision of the State of Georgia (“Governmental Entity”).

**WITNESSETH:**

WHEREAS, Department desires to obtain appropriate work for offenders incarcerated at its Valdosta State Prison (hereafter “Offenders” and “Facility”); and

WHEREAS, Governmental Entity desires to obtain the services of Offender work crews on public works projects in accordance with O.C.G.A. §42-5-60(e).

NOW, THEREFORE, in consideration of these premises and the mutual promises and agreements hereinafter set forth, the parties hereby agree as follows:

1. Term of Agreement. The term of this Agreement shall be from July 1, 2022 through 11:59 p.m. on June 30, 2023 (“Term”). The parties may, by mutual agreement in writing, extend the Agreement for additional time periods.
2. Scope of Services. The Governmental Entity agrees to perform fully and faithfully the services described in Exhibit “A,” attached hereto and incorporated by reference herein (the “Services”). No additional or different services shall be performed unless provided for by an amendment to this Agreement, executed by the parties in the manner provided for herein.
3. Prohibited Contact and Dealings with Offenders.
  - A. Governmental Entity will take all reasonable steps to ensure that its officials, employees, students, and agents refrain from any personal dealings with the Offenders working under this Agreement. Such prohibited conduct includes, but is not limited to, giving, receiving, selling, buying, trading, bartering, or exchanging anything of value with Offenders.
  - B. Governmental Entity will take all reasonable steps to ensure that Offenders working under this agreement will have no contact with any unauthorized civilians.
  - C. In the event that Governmental Entity is a school or school system, Governmental Entity will take all reasonable steps to ensure that Offenders working under this Agreement will have no contact with any student of Governmental Entity's school system.
  - D. Governmental Entity will take all reasonable steps to ensure that no gun or other weapon, intoxicating liquor, any drug of any type, any cellular telephone or communications device of any type, or contraband item specified by Department, is made available by its officials, employees, students, and agents to any Offender working under this Agreement on any property under Governmental Entity’s control.





the validity, construction, interpretation and effect of this Agreement shall be governed by the laws of the State of Georgia. Any lawsuit or other action brought against the Department and the State based upon or arising from the Contract shall be brought in the Superior Court of Fulton County Georgia.

10. Drug – Free Workplace. Governmental Entity will provide a drug-free workplace for the Offenders who are working under this Agreement.
11. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original but all of which shall constitute one agreement. No party shall be bound by this Agreement until all parties have executed it.
12. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the parties hereto and replaces, cancels and supersedes any prior agreements and understandings relating to the subject matter hereof; and all prior representations, agreements, understandings and undertakings between the parties hereto with respect to the subject matter hereof are merged herein.

IN WITNESS WHEREOF, the parties have caused the authorized representatives of each to execute this Agreement on the day and year first above written.

GEORGIA DEPARTMENT OF  
CORRECTIONS:

GOVERNMENTAL ENTITY:

By: \_\_\_\_\_  
Jennifer Ammons  
General Counsel

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

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

FACILITY WARDEN/SUPERINTENDENT

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

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

Date: \_\_\_\_\_

EXHIBIT A  
SCOPE OF SERVICES  
Governmental Entity Provides Vehicle

The Parties hereby agree to the following:

- A. **Delivery of Services:** Department agrees to provide Governmental Entity with three (3) Offender work details. Each work detail provided will have a maximum of ten (10) Offenders (“Work Detail”) as well as one (1) full-time correctional officer (“Correctional Officer”). The Work Detail will perform labor on public works projects described in an attachment hereto or as communicated to Department from time to time in the manner provided herein (the “Work”). Department shall have the right and responsibility to control the time and manner of executing the Work through the Correctional Officer that is assigned to supervise Work Detail. For purposes of this paragraph, the Correctional Officer shall be acting as an agent of Governmental Entity. Governmental Entity shall also have the right and responsibility to direct the Correctional Officer concerning the Work. Governmental Entity acknowledges and agrees that the Work shall not include Offender labor that benefits private persons or corporations. The Department’s delivery of services may, at the sole discretion of the Department, be suspended due to the unavailability of offenders, offender or officer illness, or any other cause. In the event the Department suspends the delivery of services, the Governmental Entity will not be charged for the time of suspension.
- B. **Vehicles, Equipment and Supplies.** Governmental Entity agrees to supply vehicles suitable for transporting Work Detail to and from the location or locations of the Work. Governmental Entity agrees that the vehicle(s) supplied shall be caged and equipped for transporting offenders in a secured manner to and from the location or locations of the Work. The Correctional Officer shall be responsible for transporting the Work Detail to and from the location or locations of the Work in the vehicles provided by Governmental Entity. In performing such transportation services, Correctional Officer shall be acting as an agent for Governmental Entity. Government Entity is responsible for ensuring that each vehicle used for transporting Work Details is equipped with a mobile radio which complies with federal law, specifically Federal Communications Commission (“FCC”) Order 04-292. The mobile radio equipment will be high power, with appropriate antennae for maximum output and range of coverage. On December 20, 2004, the Federal Communications Commission (FCC) issued Order No. 04-292, which requires all state and local law enforcement agencies using below 512-megahertz mobile radio equipment to begin using 12.5 kilohertz Narrowband Mobile Communications radios by January 1, 2013. Governmental Entity further agrees to obtain an appropriate automobile liability insurance policy which will provide insurance coverage for the correctional officer’s use and operation of the vehicle discussed in this paragraph. Governmental Entity agrees to provide Department with appropriate proof of automobile liability insurance for said vehicle within thirty (30) days of the commencement of this Agreement. Governmental Entity shall also supply all necessary tools, equipment and supplies for the performance of the Work, including all safety gear and any necessary protective clothing. Small quantities of gasoline shall be dispensed, stored and carried only in containers approved for this purpose by the National Fire Protection Association. Governmental Entity agrees to assume full responsibility for the condition, maintenance, damage or loss of any tools, equipment or supplies provided hereunder.
- C. **Compensation.** Governmental Entity agrees to pay Department the sum of One Hundred Forty-Seven Thousand Nine Hundred Fifty-Nine Dollars (\$147,954.00) per year for the Term of this Agreement. Governmental Entity acknowledges that the foregoing sum is commensurate with labor supplied, salary, and benefits for Correctional Officer assigned to the Work Detail. This

amount does not include overtime provided by Correctional Officer in performing the Work. Governmental Entity expressly agrees to pay Department for any overtime provided by Correctional Officer at an overtime rate of one and one half (1½) times Correctional Officer's hourly rate. Work Detail will be provided four (4) days per week for the Term of this Agreement, with the exception of state and federal holidays and up to fifteen (15) additional days due to annual leave, sick leave, mandatory training days for the correctional officer, periods of inclement weather, and facility emergencies, such as offender disturbances and medical quarantine (collectively "Off Days"). Days in which the Governor closes State Offices or substantially delays State Offices' opening (Governor Days) in the county in which the Work Detail is to perform or is in which Offenders are housed, are excluded from "Off Days", and shall not count against the Department as an "Off Day". For each day in excess of the Off Days, excluding "Governor Days" that the Work Detail is not provided during the Term, compensation due to Department shall be reduced by Two Hundred Thirty-Seven Dollars and Ten Cents (\$237.10) per detail. Where possible, Department will give advance notice to Governmental Entity of Off Days and will provide Governmental Entity with an explanation of the reason for any Off Days on Department's monthly invoice, which invoice is due and payable Thirty (30) days from receipt by Governmental Entity. Any credits due Governmental Entity shall be noted by Department on this invoice. Work Detail will be provided for ten (10) hours per day, including time for transportation and supervision of Work Detail exiting and re-entering Facility.

LOWNDES COUNTY BOARD OF COMMISSIONERS  
COMMISSION AGENDA ITEM

SUBJECT: American Rescue Plan Funding for Utilities Repairs with Carter & Sloope Engineering

DATE OF MEETING: June 16, 2022

Work Session/Regular Session

BUDGET IMPACT: \$1,220,000.00

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: American Rescue Plan Funding for Utilities Repairs with Carter & Sloope Engineering

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HISTORY, FACTS AND ISSUES: This item is for the engineering agreements with Carter & Sloope Engineering for the American Rescue Plan funding. The projects covered in these agreements include phase I and II of the South Lowndes LAS expansion, the Val-Del watermain extension, and the permanent bypass pumps on trunk line lift stations. The total engineering costs for the projects are \$1,220,000.00. Staff recommends approval and to authorize the Chairman to sign the agreements.

OPTIONS: (1.) Approve  
(2.) Board's Pleasure

RECOMMENDED ACTION: Approve

DEPARTMENT: Utilities

DEPARTMENT HEAD: Steve Stalvey

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:



Carter & Sloope  
CONSULTING ENGINEERS

February 16, 2021

Honorable Bill Slaughter, Chairman  
Lowndes County Board of Commissioners  
327 N. Ashley Street  
3<sup>rd</sup> Floor  
Valdosta, GA 31601

RE: Lowndes County, Georgia  
Letter Agreement- OPB-ARPA Award  
Pump Station Improvements – Permanent Bypass Pumps, On Site Crain / Hoists  
C&S File No.: L8400.072 (Invoice File)

Dear Chairman Slaughter:

Carter & Sloope, Inc. (C&S or Engineer) is pleased to submit this Proposal/Scope of Services letter for the above referenced project to provide engineering services to the Lowndes County Board of Commissioners (Client or Owner) for preliminary engineering, assistance with funding applications, engineering design, permitting and bidding assistance, and construction phase services including general administration of construction contract for the proposed Pump Station Improvements – Permanent Bypass Pumps, On Site Crain / Hoists Project. The scope of services described below is based on our understanding of the project from discussions and emails with the County throughout the past several years.

**Scope of Work (Basic Services)**

**1. Preliminary Engineering / Funding Assistance**

C&S will meet with the Lowndes County Board of Commissioners to discuss and define the scope and boundaries of the project. Other preliminary work may include developing conceptual plans and preliminary opinions of probable project costs and all work prior to developing the scope of work. C&S will advise the Lowndes County Board of Commissioners of any need for them to provide data or services which are not part of Engineer's Basic Services.

Our understanding of the Scope of Work includes the following:

The scope of work at the County's lift station is two-fold. A permanent bypass pump will be installed at the following six (6) lift stations: Bevel Creek, Whitewater, Heart Road, Blue Lake, Highway 84, and Frances Lake. The bypass pump will serve as the station's backup/redundancy method if the primary pumping failed at any time. The new pump will be connected to the existing wet well and force main at the station on a concrete housekeeping pad. Where necessary based on location, the pump can be installed in an enclosure to reduce sound (i.e. if near a residential neighborhood). Electrical and controls will be installed on site with the new pump. Of the 6 stations, the following three (3) will also be retrofitted with an on-site crane/hoist system: Whitewater, Frances Lake, and Blue Lake. Those stations need a local mechanism for retrieving pumps from the wet well because of their layout and location.

C&S will assist the County and grant administrator in preparing the application for OPB-ARPA (American Rescue Plan Act) funding to accomplish the project scope described above. At a minimum cost estimate, project schedules, and a project narrative will be developed by C&S for usage in the application. Once funded, C&S will continue to work with the grant administrator in completing the requirements necessary for a successful completion of the project. This includes any special conditions or special requirements of the OPB-ARPA grant program.

## **2. Engineering Design**

C&S will furnish a 2-person survey crew to survey the project areas. Field-run linear and topographic surveying will generate 2 ft. contour data of the project area tied to the Georgia State Plane Coordinate System using NAVD-88 elevation datum and it will locate the existing features including any above ground utilities or below ground utilities that are marked by the utility owner. We will not conduct any boundary surveys unless requested by the Client as an Additional Service or unless included as part of our Basic Services for providing Easement sketches. Prior to beginning surveying, we will contact the Utilities Protection Center and request a design locate. It has been our experience that most non-municipal utility owners like the phone, power and cable companies, do not respond or respond very slowly to design locate requests so it has been our experience that local knowledge from Client's personnel is extremely valuable; therefore, we will work closely with the Client in identifying areas of potential conflict. C&S will not conduct any subsurface investigations or subsurface utility engineering (SUE) to locate existing utilities or determine elevations of subsurface utilities unless requested by the Client as an Additional Service.

After the linear and topographic surveying is completed, C&S will prepare preliminary design documents for the proposed project within 4 months. At approximately 60% completion, we will meet with Client's personnel to present the preliminary design for review. Within 2 months after receipt, we will address any comments the Client has with the preliminary design and then prepare and furnish detailed final design Drawings and Specifications in a 16-division format (100% complete) indicating the scope, extent and character of the work to be performed and furnished by the Contractor during the construction of the project. We will submit the 100% complete Drawings and Specifications to the Client for their review and approval and we will review any comments and recommendations and incorporate needed changes in the final design 100% complete Documents, which will include detailed construction plans and technical specifications of the following general items:

- a. Civil engineering design including site work, yard piping, valves, hydraulic design and soil erosion and sediment control
- b. Structural engineering necessary to design structural components of project; including foundations and concrete wall sections.

Contemporaneous with the presentation of each design, C&S will provide the Client with a Preliminary Opinion of Probable Construction Cost and Total Project Costs known to the Engineer for both the preliminary design (60% complete) and final designs (100% complete). This preliminary cost estimate will itemize the quantities and anticipated unit prices for each component needed for the project.

C&S will also provide the Client with one (1) full-size set of final design documents (100% complete) plus digital copies in Adobe Acrobat (PDF) format. All other documents, including calculations, estimates, etc., will be submitted in their native format.

## **3. Permitting Assistance**

After the final design documents are approved by the Client, C&S will provide technical criteria, written descriptions, and design data to assist the Client in obtaining permits required for the project with the understanding that it is the Client's sole responsibility to secure permits and pay all necessary permit fees. We will complete the necessary permit applications and submit the required copies of the final construction drawings and technical specifications to the appropriate review agencies for approval of the necessary permits to construct the project. We will also assist the Client in consultations with such agencies and revise the Drawings and Specifications and permit applications in response to directives from such agencies, if necessary. We anticipate submitting the following:

- a. Land Disturbing Permit Application to the Local Issuing Authority, which is Lowndes County;
- b. Wastewater Project Submittal to submit to the Georgia Department of Natural Resources, Environmental Protection Division (EPD);

Note that we will provide information to the Contractor to submit the *NPDES Permit Application for Temporary Stormwater Discharge Associated from Construction Activity for Infrastructure Construction Projects (GAR 100002)* and the *Notice of Intent* to EPD through the GEOS system.

#### **4. Bidding**

C&S will assist the Client in advertising and obtaining competitive and qualified bids for the project in accordance with local and State law. The advertisement period shall last a minimum of 30 days and the Client will pay all necessary advertising fees. C&S will provide the Client with the necessary Bidding Documents, which will include one (1) full-size hard copy set of final design Drawings and Specifications to be kept on file during the advertisement period. The client may place a copy of the Advertisement for Bids (Section 00100) on their website during the advertisement period, however, electronic copies of the entire set of Bidding Documents shall not be placed on the Client's website, FTP site or other electronic platform during Bidding for download by bidders or any third party without the Engineer's consent and approval.

C&S will maintain a record of prospective bidders to whom Bidding Documents have been issued and receive and process nominal fees or charges from bidders to compensate the Engineer for costs associated with printing, reproduction and shipping the Bidding Documents to bidders. We will respond to Requests for Information (RFIs) and issue Addenda as appropriate to clarify, correct, or change the Bidding Documents. We will also consult with the Client and participate in all decisions as to the acceptability of substitute materials, subcontractors, suppliers, and other individuals and entities proposed by prospective contractors for those portions of the project as to which such acceptability is required by the Bidding Documents.

C&S will attend and manage the Bid Opening, review bids, and prepare a Certified Bid Tabulation. We will provide a Letter of Recommendation to the Client regarding award of the contract as appropriate and assist in assembling and executing the contracts for the Project.

C&S will prepare the Notice of Award and Contract Documents and forward them to the selected Contractor for execution. We will receive the executed contracts, bonds and insurance documents from the contractor and forward them to the Client for their review and approval.

#### **5. Construction Contract Administration**



Management of construction efforts (i.e. “construction management” services) are specifically excluded from our Scope of Work; however, if the Client authorizes us to proceed, C&S will provide professional services in the general administration of the construction contract and act as the Client’s representative during construction to the extent and limitations of the duties, responsibilities and authority of the Engineer as established in this written Agreement and in the Contract Documents. For the purposes of this Agreement, we are assuming the contract period will be 180 calendar days (or 6-months). After the contracts have been executed by all parties, C&S will complete, with reasonable promptness, the following tasks as needed during construction of the project:

- a. *Pre-Construction Conference*: Attend and lead one (1) pre-construction conference that will be hosted by the Client at their office and issue a Notice to Proceed to the selected Contractor.
- b. *Baselines and Benchmarks*: As appropriate, establish baselines and benchmarks for locating the Work which, in the Engineer’s judgment, are necessary to enable the Contractor to proceed.
- c. *Clarifications and Interpretations (Field Orders)*: Respond in writing with reasonable promptness to Requests for Information (RFI’s) and issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor’s work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents and shall be provided as part of the Engineer’s Scope of Services; however, if the Contractor’s request for information, clarification, or interpretation are, in the Engineer’s professional opinion, for information readily apparent from reasonable observation of field conditions or a review of the Contract Documents, or are reasonably inferable there from, the Engineer shall be entitled to compensation for Additional Services for the Engineer’s time spent responding to such request provided the Engineer notify Client in advance that it deems such request to be so apparent, seek compensation for such clarification and interpretation and Client does not timely instruct the Engineer not to undertake the clarification or interpretation. Should the Client agree to reimburse the Engineer for these Additional Services, the Engineer shall prepare a Change Order for the Client that will deduct the cost of these Additional Services from the Client’s contract with the Contractor.
- d. *Change Orders*: Review and recommend Change Order justifications and prepare change orders to modify the Contract Documents as may be necessary.
- e. *Shop Drawings and Samples*: Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for general conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto.
- f. *Schedules*: Review and determine the acceptability of schedules which the Contractor is required to develop and submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values. Since C&S will have no control over any Contractor’s schedule or work progress, we cannot develop and control the construction schedule beyond establishing the contract time and establishing liquidated damages if the Contractor does not obtain substantial completion within the required contract time.

- g. Substitutes and "or equal"*: Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by the Contractor, but subject to the provisions outlined in Additional Services.
- h. Progress Meetings*: C&S will attend progress meetings at the jobsite as needed, but at a minimum, monthly. We will prepare meeting agendas, lead the progress meetings and issue meeting minutes for review and approval by the Client and Contractor.
- i. Applications for Payments*: Based on Engineer's observations as an experienced and qualified professional and on review of Applications for Payment and accompanying supporting documentation:

  - 1) Determine the amount that Engineer recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute Engineer's representation to Client, based on such observations and review, that, to the best of Engineer's reasonable knowledge, information and belief, Contractor's Work has progressed to the point indicated, the quality of such Work is generally in accordance with the Contract Documents, to the results of any subsequent tests called for in the Contract Documents, and being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe Contractor's Work. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of Contractor's Work (subject to any subsequent adjustments allowed by the Contract Documents).
  - 2) By recommending any payment to the Contractor, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed or special inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control Contractor's Work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work beyond the responsibilities specifically assigned to the Engineer in this Agreement. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the Work in progress, materials, or equipment has passed to Client free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between Client and Contractor that might affect the amount that should be paid.
- j. Record Drawings*: Prepare and furnish the Client one (1) set of reproducible and one (1) electronic copy in Adobe Acrobat PDF format of the Project Record Drawings showing appropriate record information that is annotated and furnished to us by the Contractor in accordance with the Contract Documents after construction is complete.
- k. Contractor's Completion Documents*: Receive from the Contractor and transmit to the Client operating and maintenance manuals, schedules, guarantees, bonds, certificates or other

evidence of insurance required by the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings, Samples and other data, including the annotated Record Documents and Record Drawings which are to be assembled by Contractor and furnished to us.

- l. Substantial Completion:* After receiving notice from Contractor that they consider the entire Work complete and ready for its intended use, we will conduct one (1) pre-final observation in company with the Client and Contractor to observe the Contractor's work to determine if, based on the Engineer's professional opinion and belief and based only on information available at the time of pre-final on-site observation, the Work is substantially complete. If we do not consider the Work substantially complete, we will notify the Contractor in writing giving reasons therefore. If, after considering any objections of Client, Engineer considers the Work substantially complete, Engineer shall deliver a certificate of Substantial Completion to Client and Contractor in accordance with the provisions in the Contract Documents. Attached to the certificate will be a punch-list of items that, in the Engineer's professional opinion, knowledge and belief, are deficient and must be completed or corrected before we recommend final payment be made to the Contractor by the Client. The certificate of Substantial Completion is intended to be interpreted only as an expression of professional opinion and therefore does not constitute an expressed warranty or guarantee.
- m. Final Notice of Acceptability of the Work:* After receiving notice from the Contractor that the punch-list items are completed, we will conduct one (1) final on-site observation in company with Client and the Contractor to determine if the completed Work of Contractor is acceptable in the Engineer's professional opinion, reasonable knowledge and belief and based only on information available at the time of final on-site observation and to the extent of the services provided by Engineer under this Agreement, so that Engineer may recommend, in writing, final payment to Contractor. We will notify the Contractor and the Client in writing of any particulars in which the final observation reveals that the Work is incomplete or defective.
- n. Project Completion Statement:* EPD will require a statement from the Engineer of Record that the project has been completed in accordance with the approved plans and specifications and that the Contractor has satisfactorily completed the project. Therefore, after we conduct the final on-site observation, we will, upon determining that in the Engineer's professional opinion and belief and based only on information available at the time of final on-site observation, furnish a letter to EPD and one (1) copy to the Client that the Project is completed in accordance with EPD's approved Drawings and Specifications. The Statement of Project Completion is intended to be interpreted only as an expression of professional opinion and therefore does not constitute an expressed warranty or guarantee. The statement of project completion will be for the sole use of the Client and the Georgia Department of Natural Resources, Environmental Protection Division and cannot be used or relied upon by any third party without the expressed written permission from C&S.
- o. Limitation of Responsibilities:* Engineer shall not be responsible for the acts or omissions of any Contractor, or of any subcontractors, suppliers, or other individuals or entities performing or furnishing any portions of the Work, or any agents or employees of any of them. The Engineer shall not be responsible for the failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents or any laws, codes, rules or regulations.

## **6. Construction Observation**

If the Client does not authorize C&S to provide onsite construction observations services, then it is understood that the Engineer's Scope of Services under this Agreement does not include construction phase services including, but not limited to, general administration of the construction contract, acting as the Client's representative during construction, and/or providing onsite project/construction observation or review of the Contractor's performance or any other construction phase services, and that such services will be provided for by the Client. The Client assumes all responsibility for interpretation of the Contract Documents and for construction observation and the Client waives any claims against the Engineer that may be in any way connected thereto.

In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Engineer, its officers, directors, employees and subconsultants (collectively, the Engineer) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the performance of such services by other persons or entities and from any and all claims arising from modifications, clarifications, interpretations, adjustments or changes made to the Contract Documents to reflect changed field or other conditions, except for claims arising from the sole negligence or willful misconduct of the Engineer.

Engineer shall not be responsible for the acts or omissions of any Contractor, or of any subcontractors, suppliers, or other individuals or entities performing or furnishing any portions of the Work, or any agents or employees of any of them. The Engineer shall not be responsible for the failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents or any laws, codes, rules or regulations.

If the Client requests in writing that the Engineer provide any specific construction phase services, and if the Engineer agrees in writing to provide such services, then the Engineer shall be compensated for providing these services as an Additional Services.

## 7. Easement Sketches/Property Plats

C&S will prepare easement sketches/property plats, if needed, for temporary and/or permanent easements and/or property purchase. We do not know exactly how many easements and/or plats, if any, will be needed because the surveying and preliminary and/or final layout of the proposed utility has not been completed; however, we will attempt to design the proposed utility in such a way as to have the least impact as possible to private property. Therefore, we will invoice hourly for preparing easements sketches as shown below.

### Fee Basis

We propose to complete our work for Basic Services described herein for the lump sum and/or hourly amounts as scheduled below. Hourly amounts shall be determined in accordance with our Hourly Fee Schedule.

<u>Task No.</u>	<u>Description</u>	<u>Fee Basis</u>
1	Preliminary Engineering / Funding Assistance	\$0.00

2-3	Engineering Design, Permitting Assistance	\$70,000
4	Bidding	\$10,000
5	Construction Contract Administration	\$20,000
6-7	Construction Observation, Easement Sketches, Property Plats	Hourly

### **Additional Services**

Services not included within the Basic Scope of Services above, which are considered Additional Services, are specifically excluded from the Scope of the Engineer's services, but can be provided on an hourly basis in accordance with our Hourly Fee Schedule or as agreed to in writing by the Client and the Engineer. Additional Services include, but are not limited to, the following:

- a. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer or its design requirements including, but not limited to, changes in size, complexity, Client's schedule, character of construction, or method of financing; and revising previously accepted reports, Drawings or Specifications, or other project related documents when such revisions are required by changes in Laws and regulations enacted subsequent to the date of this proposal or are due to any other causes beyond Engineer's control.
- b. Services required as a result of Client providing incomplete or incorrect Project information to Engineer.
- c. Furnishing services of Engineer's Sub-Consultants, if any, for other than Basic Services.
- d. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to construction management, cost estimating, project peer review, value engineering, and constructability review requested by Client; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other Bidding Documents as a result of such review processes.
- e. Preparing additional Bidding Documents or Contract Documents for alternate bids or prices requested by Client for the Work or a portion thereof.
- f. Determining the acceptability of substitute materials and equipment proposed after the Bidding and making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or-equal" items; and services after the award of the Construction Contract in evaluating and determining the acceptability of a substitution which is found to be inappropriate for the Project or an excessive number of substitutions.
- g. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services.
- h. Providing Construction Phase services beyond the construction Contract Times, which is estimated at 180 days, or man-hours listed herein.
- i. Preparing to serve or serving as a consultant or witness for Client in any litigation, arbitration, or other dispute resolution process related to the Project. Preparation time for deposition and trial testimony or arbitration will be charged at hourly rate multiplied by 1.25. Actual time for deposition, trial testimony or arbitration including travel time will be charged at hourly rate multiplied by 2.0. Reimbursable expenses will be charged at actual cost multiplied by 1.15.
- j. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Client and not specifically provided in the Basic Services.

- k. Services in connection with Work Change Directives and Change Orders to reflect changes requested by Client so as to make compensation commensurate with the extent of the Additional Services rendered.
- l. Additional or extended services made necessary by (1) emergencies or acts of God endangering the Work, (2) the presence at the Site of any Hazardous Materials and/or Environmental Conditions (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials), (3) Work damaged by fire or other cause during construction, (4) a significant amount of defective, neglected, or delayed work by Contractor, (5) acceleration of the progress schedule involving services beyond normal working hours, or (6) default by Contractor.
- m. Reviewing Shop Drawings more than two (2) times as a result of repeated inadequate submissions by Contractor. In such an event, the Engineer shall prepare a Change Order for the Client that will deduct the cost of these Additional Services from the Client's contract with the Contractor.
- n. Geotechnical engineering and materials testing during construction. The Client should contract directly with a geotechnical engineer for geotechnical consulting services, if needed.
- o. Archeological and Historical Preservation consulting;
- p. Delineating wetlands or flood plain determinations.
- q. U.S. Army Corps of Engineering Permitting;
- r. Providing topographic surveys or construction surveys and/or staking to enable Contractor to perform its work not specifically detailed in the Basic Services; and, and any type of property or boundary surveys or easements or related engineering or surveying services needed for the transfer of interests in real property; and providing other special field surveys not specifically detailed in the Basic Services.
- s. Assistance with funding alternative including, but not limited to, loan/funding applications, grant writing, engineering reports, rates studies, etc. unless specifically included in the Basic Services;
- t. Environmental Surveys including, but not limited to, wetlands, endangered species, cultural resources, historic preservation resources or special sub-consultants for permits;
- u. Preparing for and participating in public meetings and/or public hearings unless specifically included in the Basic Services;
- v. Other services performed or furnished by Engineer not otherwise detailed or provided for in this Agreement.
- w. All building and permit fees and building inspection fees

**Hourly Fee Schedule**

Hourly rates used for Basic and/or Additional Services shall be determined by multiplying individual hourly rates of each class of employee by the number of hours spent performing the service.

<u>Employee Classification</u>	<u>Hourly Rates</u>
Principal IV	\$255
Principal III	\$230
Principal II	\$205
Principal I	\$200
Principal	\$190
Senior Professional Engineer V	\$230
Senior Professional Engineer IV	\$215
Senior Professional Engineer III	\$195
Senior Professional Engineer II	\$180
Senior Professional Engineer I	\$165
Project Engineer VI	\$155
Project Engineer V	\$145
Project Engineer IV	\$135

Project Engineer III	\$125
Project Engineer II	\$115
Project Engineer I	\$105
Staff Engineer	\$ 95
Project Manager IX	\$210
Project Manager VIII	\$200
Project Manager VII	\$190
Project Manager VI	\$180
Project Manager V	\$170
Project Manager IV	\$160
Project Manager III	\$150
Project Manager II	\$140
Project Manager I	\$130
Funding Specialist IV	\$135
Funding Specialist III	\$125
Funding Specialist II	\$115
Funding Specialist I	\$ 95
Funding Specialist	\$ 75
Design Technician V	\$120
Design Technician IV	\$110
Design Technician III	\$100
Design Technician II	\$ 90
Design Technician I	\$ 80
CADD Drafter	\$ 60
Construction Observer VII	\$145
Construction Observer VI	\$135
Construction Observer V	\$125
Construction Observer IV	\$115
Construction Observer III	\$105
Construction Observer II	\$ 95
Construction Observer I	\$ 75
Administrative Support Staff V	\$100
Administrative Support Staff IV	\$ 90
Administrative Support Staff III	\$ 80
Administrative Support Staff II	\$ 70
Administrative Support Staff I	\$ 60
Registered Land Surveyor	\$105
2-Person Survey Team	\$165
GIS Technician	\$ 80
Sub-Consultants (if required)	Actual Cost X 1.15

C&S reserves the right to adjust the Hourly Fee Schedule annually beginning January 1, 2022 and we will provide the Client with an updated schedule prior to any hourly rates increases. **Note that any changes to our Hourly Fee Schedule will not affect any of our lump sum and/or not-to-exceed fees stated herein.**

If you have any questions or concerns regarding our proposed Scope of Work and/or proposed fee schedule, please contact me. I would welcome the opportunity to discuss this with you. If the Scope of Services is acceptable, please sign, date, and return one (1) copy to us for our files. Once approved, C&S can begin work on this project immediately.



Sincerely,

Tom H. Sloope, P.E.

THS:rkd

cc: Charlie Tucker  
Stephen Rakestraw  
Jared Wozny  
Arin Howell  
Gabe Morris  
Connie Persall  
File

Client Acceptance, Initial as desired:

\_\_\_\_\_ Preliminary Engineering/ Funding Assistance, Task 1

\_\_\_\_\_ Engineering Design, Permitting Assistance, Task 2-3

\_\_\_\_\_ Bidding, Task 4

\_\_\_\_\_ Construction Contract Administration, Task 5

\_\_\_\_\_ Construction Observation, Easement Sketches, Property Plats, Task 6-7

I hereby acknowledge review of this Scope of Services and authorize Carter & Sloope, Inc. to proceed with the work as desired above and defined in this agreement.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Chairman  
\_\_\_\_\_

Title



## TERMS AND CONDITIONS

The Client hereby accepts the following general terms and conditions (“Terms and Conditions”) applicable to Carter & Sloope, Inc.’s performance of the services described in the attached Proposal (the “Services”):

1. **Method and Terms of Payment:** Invoices will be submitted by Carter & Sloope, Inc. (“Carter & Sloope”, “C&S”, or “Engineer”) monthly in proportion to services performed and are due upon receipt. Any amounts not paid by the Client within thirty (30) days of the date of such invoices shall be considered past due and shall accrue interest at a rate of one-and-one-half percent (1.5%) per month or the maximum allowed by law, whichever is less, of the past due amount per month until such time as such amounts are paid in full. Payment thereafter shall first be applied to accrued interest and then the unpaid principal. If the Client fails to make payment to the Engineer in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and the Engineer shall have the right, upon seven (7) days written notice, to suspend performance of all or part of the Services in accordance with Paragraph 2 “Suspension” until 1.) all past due amounts are paid, and 2.) satisfactory assurance of prompt future payment is received by the Engineer. The above right is in addition to all other rights and remedies Engineer may have at law or in equity including termination of this Agreement by the Engineer for cause in accordance with Paragraph 3 “Termination” herein.
  - A. ***Collection Costs:*** If the Client fails to make payments when due and the Engineer incurs any costs in order to collect overdue sums from the Client, the Client agrees that all such collection costs incurred shall immediately become due and payable to the Engineer. Collection costs shall include, without limitation, legal fees, collection agency fees and expenses, court costs, collection bonds and reasonable Engineer staff costs at standard billing rates for the Engineer’s time spent in efforts to collect. This obligation of the Client to pay the Engineer’s collection costs shall survive the term of this Agreement or any earlier termination by either party.
  - B. ***Set-offs, Backcharges, Discounts:*** Payment of invoices shall not be subject to any discounts or set-offs by the Client unless agreed to in writing by the Engineer. Payment to the Engineer for services rendered and expenses incurred shall be due and payable regardless of any subsequent suspension or termination of this Agreement by either party.
  - C. ***Disputed Invoices:*** If the Client objects to any portion of an invoice, the Client shall so notify the Engineer in writing within seven (7) calendar days of receipt of the invoice. The Client shall identify in writing the specific cause of the disagreement and the amount in dispute and shall pay that portion of the invoice not in dispute in accordance with the other payment terms of this Agreement. Any dispute over invoiced amounts due which cannot be resolved within ten (10) calendar days after presentation of invoice by direct negotiation between the parties shall be resolved within thirty (30) calendar days in accordance with the Dispute Resolution provision of this Agreement. Interest as stated above shall be paid by the Client on all disputed invoice amounts that are subsequently resolved in the Engineer’s favor and shall be calculated on the unpaid balance from the date of the invoice.
  - D. ***Legislative Action:*** If after the Effective Date of this Agreement, any governmental entity takes legislative action that imposes taxes, fees or charges on Engineer’s services or compensation under this Agreement, then the Engineer may invoice such new taxes, fees, or charges as a Reimbursable Expense to which a factor of 1.0 shall be applied. Client shall reimburse Engineer for the cost of such invoiced new taxes, fees and charges in addition to the compensation agreed to herein.
2. **Suspension:** The Client may suspend all or part of the Project for up to ninety (90) days upon seven (7) days written notice to the Engineer. The Engineer may, after giving seven (7) days written notice to the Client, suspend services under this Agreement if Engineer’s performance has been substantially delayed through no fault of the Engineer. In the event the Project is suspended for period(s) totaling more than ninety (90) days, Client agrees to pay reasonable costs incurred by the Engineer in: 1.) preserving and documenting services performed or in progress, and 2.) demobilizing and remobilizing services. The Engineer shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client. Suspended projects may change in many ways due to the passage of time, changes in the size or environment, regulatory modifications, or other issues outside of Engineer’s control. Engineer is not and shall not be responsible for any such changes, except to the responsibility or otherwise becomes aware of such issues and the Engineer may rely on information received from the Client or others regarding such issues. Upon payment in full by the Client, the Engineer shall resume services under this Agreement; however, a reassessment of the project scope, fee, and project schedule may be performed by the Engineer as an Additional Service. Upon the conclusion of the project reassessment, the time schedule and Engineer’s compensation shall be equitably adjusted to compensate for the period of suspension plus any reasonable time and expense necessary for the Engineer to resume performance.

3. Termination: In the event of termination of this Agreement by either party, the Client shall, within fifteen (15) calendar days of termination, pay the Engineer for the services rendered and fees provided in the invoice and all reimbursable expenses incurred by the Engineer, its agents and subcontractors up to the termination date in accordance with the payment provisions of this Agreement. In the event of any termination that is not the fault of the Engineer, the Client shall pay the Engineer, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by the Engineer in connection with the orderly termination of this Agreement, including but not limited to demobilization, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, to assemble Project Materials in orderly files, reassignment of personnel, associated overhead costs and all other expenses directly resulting from the termination.

The obligation to provide further services under this Agreement may be terminated as follows:

- A. *For Cause*: Either party may terminate the Agreement for cause upon giving the other party not less than thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party.
    1. Assignment of this Agreement or transfer of the Project by either party to any other entity without prior written consent of the other party; or
    2. If, through any cause, the Engineer shall fail to fulfill in timely and proper manner any material obligations under this Agreement, or if the Engineer shall violate any of the covenants, agreements, or stipulations of this Agreement, the Client shall thereupon give written notice to the Engineer of such failure, violation or breach. If Engineer has not or cannot remedy such failure, violation or breach within thirty (30) days of the giving of such notice by the Client, the Client shall thereupon have the right to terminate this Agreement by giving written notice to the Engineer of such termination and specifying the effective date thereof, at least ten (10) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Engineer under this Agreement shall, at the option of the Client subject to the requirements in Paragraph 11 herein, become its property and the Engineer shall be paid within fifteen (15) calendar days of termination for all services rendered and all reimbursable expenses incurred by the Engineer up to date of termination. Engineer shall have no liability to Client on account of such termination.
    3. Suspension of the Project or the Engineer's services by the Client for more than ninety (90) calendar days, consecutive or in the aggregate; or
    4. If Client demands that Engineer furnish or perform services contrary to Engineer's responsibilities as licensed professional; or
    5. Material changes in the conditions under which this Agreement was entered into, the Scope of Services or the nature of the Project, and the failure of the parties to reach agreement on the compensation and schedule adjustment necessitated by such changes.
  - B. *For Convenience*: Either party shall have the right to terminate this Agreement at any time for convenience and without cause upon thirty (30) days written notice.
4. Changes. The Engineer's commitment as set forth in this Agreement is based on the expectation that all of the services described in this Agreement will be provided. The Client may, from time to time, request changes in the scope of the services of the Engineer to be performed hereunder. In the event the Client elects to reduce the Engineer's Scope of Services, the Client hereby agrees to release, hold harmless, defend and indemnify the Engineer from any and all claims, damages, losses or costs associated with or arising out of such reduction in services. Such changes, including any increase or decrease in the amount of the Engineer's compensation, which are mutually agreed upon by and between the Client and the Engineer, shall be incorporated in written amendments to this Contract.
  5. Personnel: The Engineer represents that he has, or will secure at his own expense, the personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the Client. All of the services required hereunder will be performed by the Engineer or his sub-consultants under his supervision and personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local Law to perform such services.
  6. Reports and Information. The Engineer, at such times and in such forms as the Client may require, shall furnish the Client such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.

7. Certifications. As used herein and throughout this Agreement, the words “certify” and/or “certification” shall mean an expression of the Engineering Consultant’s professional opinion to the best of its information, knowledge and belief, and therefore does not constitute a warranty or guarantee by the Engineer.
8. Records and Audits. The Engineer shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Agreement. These records will be made available for audit purposes to the Client or any authorized representative, and will be retained for three years after, the expiration of this Contract unless permission to destroy them is granted by the Client.
9. Findings Confidential. All of the reports, information, data, etc., prepared or assembled by the Engineer under this Agreement are confidential and the Engineer agrees that they shall not be made available to any individual or organization without the prior written approval of the Client unless required by law, court order, or for use in connection with legal or administrative proceedings, mediation, or arbitration.
10. Standard of Care, Disclaimer of Warranties. Engineer will strive to perform Services under this Agreement in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. NO OTHER REPRESENTATION AND NO WARRANTY OR GUARANTEE, EITHER EXPRESS OR IMPLIED, IS INCLUDED OR INTENDED BY THIS AGREEMENT.
11. Ownership of Documents & Copyright. All documents, including electronic files, prepared or furnished by Engineer are instruments of service, and Engineer retains all common law, statutory and other reserved rights, ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. The Client may make and retain copies of them for information and reference in connection with the use of the Project; however, such copies are not intended or represented to be suitable for reuse by others, and may not be used by others unless otherwise required by law, court order, or for use in connection with legal or administrative proceedings, mediation, or arbitration. The Client agrees not to distribute, publish or otherwise disseminate Engineer’s documents without first obtaining Engineer’s prior written consent. The Client may request and negotiate with the Engineer to acquire ownership of the documents for a mutually agreed amount. If Client acquires ownership of Documents prepared by Engineer, Client agrees: 1.) that any subsequent reuse or modification of them by Client or any party obtaining them through Client will be at Client’s sole risk and without liability to engineer, and 2.) Client will defend, indemnify and hold harmless Engineer from and against any claims, damages, and liabilities arising from or related to any use, reuse or modification of Documents by Client or any party obtaining them through Client. Client agrees that Engineer may retain copies of all documents for its files. Electronic communications and CADD data transferred by Email, websites or computer disks (collectively “E-Data”) are provided only as an accommodation by Engineer for the benefit of Client. Signed paper prints of documents constitute the contract deliverables. Client assumes the risk that E-Data may differ from the paper deliverable. Client agrees to indemnify and hold harmless Engineer from and against Client, damages, and liabilities for defects or inappropriate use of E-Data created or transmitted by Engineer.
12. Third-Party Beneficiaries and Reliance Upon Documents. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third-party against either the Client or the Engineer. Engineer’s performance of the Services, as set forth in this Agreement, is intended solely and exclusively for the Client’s benefit and use. No party may claim under this Agreement as a third-party beneficiary, unless otherwise required by law, court order, or for use in connection with legal or administrative proceedings, mediation or arbitration. Client agrees not to distribute, publish or otherwise disseminate Engineer’s Documents, without first obtaining Engineer’s prior written consent. No third-party may rely upon Engineer’s documents or the performance or non-performance of services unless Engineer has agreed to such reliance in advance and in writing. The Client and Engineer agree to require a similar provision in all contracts with contractors, subcontractors, sub consultants, vendors and other entities involved in this Project to carry out the intent of this provision.
13. Compliance with Local Laws. The Engineer shall exercise usual and customary professional care in its effort to comply with applicable laws, codes and regulations as of the date of the execution of this Agreement. Design changes made necessary by newly enacted laws, codes and regulations after this date shall entitle the Engineer to a reasonable adjustment in the schedule and additional compensation in accordance with the Additional Services provisions of this Agreement.
14. Public Responsibility. Both the Client and the Engineer owe a duty of care to the public that requires them to conform to applicable codes, standards, regulations and ordinances, principally to protect the public health and safety. The Client shall make no request of the Engineer that, in the Engineer’s reasonable opinion, would be contrary to the Engineer’s professional responsibilities to protect the public. The Client shall take all actions and render all reports required of the Client in a timely manner. Should the Client fail to take any required actions or render any required notices to appropriate public authorities in a timely manner, the Client agrees that the Engineer has the right to exercise its professional judgment in reporting to appropriate public officials or taking other necessary action. The Client agrees to

take no action against or attempt to hold the Engineer liable in any way for carrying out what the Engineer reasonably believes to be its public responsibility. Furthermore, the Client agrees the Engineer shall not be held liable in any respect for reporting said conditions. Accordingly, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Engineer, its officers, directors, employees and sub-consultants (collectively, Engineer) against all damages, liabilities or costs arising out of or in any way connected with the Engineer's notifying or failing to notify appropriate public officials.

15. Accessibility. It is recognized that the Client has certain obligations under local, state and Federal accessibility laws and regulations that could affect the design of the Project. It is further recognized that Federal accessibility laws and regulations are not part of, or necessarily compatible with, State or local laws, codes and regulations governing construction. Consequently, the Engineer will be unable to make recommendations or professional determinations that will ensure compliance with the Federal accessibility laws and regulations, and the Engineer shall, accordingly, not have any liability to the Client in connection with the same. The Engineer strongly advises the Client to obtain appropriate legal and financial counsel with respect to compliance with the appropriate disability access laws. The Engineer will endeavor to design for accessibility by persons with disabilities in conformance with the provisions and references in applicable State or local building codes and the technical design requirements of the Americans with Disabilities Act (ADA) and/or the Fair Housing Act (FHA) in effect as of the date of completion of the design to the extent those statutes apply to the Project. The Client will determine the full extent of its obligations under the ADA and Fair Housing Act Amendments (FHAA), including whether the ADA and/or the FHAA apply to the Project, the extent that modifications are readily achievable under the ADA, and the extent that modifications to improve disability access are necessary during an alteration and provide the Engineer with such information. The Client acknowledges that it has been advised by the Engineer to retain a consultant (Accessibility Consultant) to review the project plans, specifications, and construction for compliance with the Americans with Disability Act, the Fair Housing Act, and other Federal, state, and local accessibility laws, rules, codes, ordinances, and regulations (hereinafter referred to as "Accessibility Issues"). If Client fails to retain an Accessibility Consultant, the Client agrees to release defend, indemnify and hold harmless the Engineer, its officers, directors, employees and subconsultants (collectively, Engineer) from any claim, damages, liabilities or costs arising out of or in any way connected with Accessibility Issues.
16. Specification of Materials. The Client understands and agrees that products or building materials that are permissible under current building codes and ordinances may, at some future date, be banned or limited in use in the construction industry because of presently unknown hazardous and/or defective characteristics. The Engineer is only expected to meet current industry standards and may rely on manufacturers' information and representations. The Client agrees that if any product or material specified for this Project by the Engineer shall, at any future date be suspected or discovered to be defective or a health or safety hazard, then the Client shall waive all claims as a result thereof against the Engineer. The Client further agrees that if the Client directs the Engineer to specify any product or material after the Engineer has informed the Client that such product or material may not be suitable or may embody characteristics that are suspected of causing or may cause the product or material to be considered a hazardous substance in the future, the Client waives all claims as a result thereof against the Engineer, and the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Engineer from any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising in any way from the specification or use of any products or materials which, at any future date, become known or suspected health or safety hazards
17. Opinions or Estimates of Costs. If included in the Services, the Engineer will provide preliminary opinions of probable costs of materials, installation, remediation or construction and/or total project costs based on the Engineer's experience on similar projects, which are not intended for Client's or others' use in developing firm budgets or financial models, or making investment decisions. Client agrees that any opinion of cost is still merely an estimate.
18. Limit of Liability. The inclusion of this Limitation of Liability provision is a material consideration for the Engineer's willingness to perform the services. In recognition of the relative risks and benefits of the Project to both the Client and the Engineer, the risks have been allocated such that, to the fullest extent permitted by law, Client and Engineer: 1.) waive against each other, and the other's employees, owners, partners, officers, directors, shareholders, agents, insurers, and sub-consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages of any nature whatsoever or claims expenses from any cause or causes, including attorney's fees and costs and expert-witness fees and costs arising out of, resulting from, or in any way related to the Project; and 2.) **agree that Engineer's total aggregate liability to Client under this Agreement shall be limited to the total amount of compensation received by Engineer on this Project or \$50,000, whichever is greater.** In no event shall the limit exceed the insurance amount. This limitation shall apply to any and all liability regardless of the cause of action or legal theory placed or asserted unless otherwise prohibited by law. Upon Client's request, Engineer may negotiate an increase to this limitation in exchange for an additional agreed consideration for the increased limit. Client and Engineer agree to limit liability to the other in the following respects to the fullest extent permitted by law: Neither party will have liability to the other for any specials, indirect or consequential, incidental, exemplary, or penal losses or damages including, but not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation, unavailability of the other

party's property or facility, shutdowns or service interruptions, and any other consequential damages or claims related to the Project that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Client and the Engineer shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this Project.

19. Insurance. Throughout the term of this Agreement, Engineer shall maintain insurance in amounts not less than shown:
- |                           |  |
|---------------------------|--|
| a) Worker's Compensation  | Statutory amount where services are performed              |
| b) Automobile             | \$1,000,000 combined single limit                          |
| c) General Liability      | \$1,000,000 per occurrence / \$2,000,000 General Aggregate |
| d) Professional Liability | \$1,000,000 per claim and aggregate                        |
| e) Excess Umbrella        | \$5,000,000 on "b" & "c"                                   |

Client agrees to require all third parties engaged by or through Client in connection with the Project to provide Engineer with current Certificates of Insurance Endorsed to include Engineer as an additional insured on their "b", "c" and "e" policies of insurance and authorizes Engineer to enforce this provision directly with all Project related third parties.

20. Indemnification.

- A. Indemnification of Client: Subject to the provisions and limitations of this Agreement, Engineer agrees to indemnify and hold harmless Client, its shareholders, officers, directors and employees from and against any and all liabilities, damages, expenses (including without limitation reasonable attorney's fees) or other losses (collectively "Losses") to the extent caused by Engineer's negligent performance of its Services under this Agreement.
- B. Indemnification of Engineer: To the extent allowed to a municipality by Georgia law and subject to the provisions and limitations of this Agreement, Client agrees to defend, indemnify and hold harmless Engineer from and against any and all claims by third parties related to services provided by Engineer under this Agreement, and against any and all Losses to the extent caused by the negligence of Client, its employees, agents and contractors. In addition, except to the extent caused by Engineer's sole negligence, Client expressly agrees to defend, indemnify and hold harmless Engineer from and against any and all Losses arising from or related to the existence, disposal, release, discharge, treatment or transportation of Hazardous Materials, or the exposure of any person to Hazardous Materials, or the degradation of the environment due to the presence, discharge, disposal, release of or exposure to Hazardous Material.

21. Dispute Resolution. Claims, disputes, and other matters in controversy between Engineer and Client caused by or any way related to this Agreement will be submitted to non-binding mediation as a condition precedent to litigation. The Client and the Engineer further agree to include a similar mediation performed with rules as established by The American Arbitration Association provision in all agreements with independent contractors and consultants retained for the Project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with their subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution among the parties to all those agreements. The cost for mediation including the mediator's fees, reproduction of documents, and miscellaneous out-of-pocket expenses will be borne equally by each party to this Agreement. The laws of the State of Georgia will govern the validity of these terms, their interpretation and performance. Client and Engineer agree that venue for any litigation will be in the courts of the State of Georgia and Engineer and Client both hereby waive any right to initiate any action in or remove any action to, any other jurisdiction.

22. Severability. This agreement reflects the entire agreement of the parties with respect to its terms and supersedes all prior agreements, whether written or oral. If any portion of this Agreement is void or voidable, such portion will be deemed stricken and the Agreement reformed to as closely approximate the stricken portions as the law allows.



Carter & Sloop  
CONSULTING ENGINEERS

February 16, 2021

Honorable Bill Slaughter, Chairman  
Lowndes County Board of Commissioners  
327 N. Ashley Street  
3<sup>rd</sup> Floor  
Valdosta, GA 31601

RE: Lowndes County, Georgia  
Letter Agreement- OPB-ARPA Award  
Wastewater Treatment Plant Improvements (Phase 1 and 2)  
C&S File No.: L8400.069 (Invoice File)

Dear Chairman Slaughter:

Carter & Sloop, Inc. (C&S or Engineer) is pleased to submit this Proposal/Scope of Services letter for the above referenced project to provide engineering services to the Lowndes County Board of Commissioners (Client or Owner) for preliminary engineering, assistance with funding applications, engineering design, permitting and bidding assistance, and construction phase services including general administration of construction contract for the proposed Wastewater Treatment Plant Improvements (Phase 1 and 2) Project. The scope of services described below is based on our understanding of the project from discussions and emails with the County throughout the past several years.

**Scope of Work (Basic Services)**

**1. Preliminary Engineering / Funding Assistance**

C&S will meet with the Lowndes County Board of Commissioners to discuss and define the scope and boundaries of the project. Other preliminary work may include developing conceptual plans and preliminary opinions of probable project costs and all work prior to developing the scope of work. C&S will advise the Lowndes County Board of Commissioners of any need for them to provide data or services which are not part of Engineer's Basic Services.

Our understanding of the Scope of Work includes the following:

The primary scope of the project at the LAS would include modifications to the treatment process and the expansion of the existing sprayfields. Treatment modifications will be implemented by either retrofitting existing structures or constructing new structures to improve nitrogen removal and BOD removal. To achieve the expansion of the LAS, additional fields will be constructed with sprinklers that will apply treated wastewater for discharge. These fields will be planted with Bermuda grass (summer) and Ryegrass (winter) to maintain continual uptake of the treated wastewater. To supply the treated wastewater to this fields, the existing force main must be extended to provide the effluent. Also, a new pump must be added at the existing irrigation pump station to promote consistent pumping to all the fields at the LAS. The current permit limit for the LAS is set at 2.0 MGD of flow. The expansion will allow the LAS to ultimately treat 3.0 MGD of flow, giving the permit ample room to meet the

needs of the growing population of residents and businesses in the County. The goal of this design is to expand the current plant and increase its permitted capacity.

C&S will assist the County and grant administrator in preparing the application for OPB-ARPA (American Rescue Plan Act) funding to accomplish the project scope described above. At a minimum cost estimate, project schedules, and a project narrative will be developed by C&S for usage in the application. Once funded, C&S will continue to work with the grant administrator in completing the requirements necessary for a successful completion of the project. This includes any special conditions or special requirements of the OPB-ARPA grant program.

## **2. Engineering Design**

C&S will furnish a 2-person survey crew to survey the project areas. Field-run linear and topographic surveying will generate 2 ft. contour data of the project area tied to the Georgia State Plane Coordinate System using NAVD-88 elevation datum and it will locate the existing features including any above ground utilities or below ground utilities that are marked by the utility owner. We will not conduct any boundary surveys unless requested by the Client as an Additional Service or unless included as part of our Basic Services for providing Easement sketches. Prior to beginning surveying, we will contact the Utilities Protection Center and request a design locate. It has been our experience that most non-municipal utility owners like the phone, power and cable companies, do not respond or respond very slowly to design locate requests so it has been our experience that local knowledge from Client's personnel is extremely valuable; therefore, we will work closely with the Client in identifying areas of potential conflict. C&S will not conduct any subsurface investigations or subsurface utility engineering (SUE) to locate existing utilities or determine elevations of subsurface utilities unless requested by the Client as an Additional Service.

After the linear and topographic surveying is completed, C&S will prepare preliminary design documents for the proposed project within 4 months. At approximately 60% completion, we will meet with Client's personnel to present the preliminary design for review. Within 2 months after receipt, we will address any comments the Client has with the preliminary design and then prepare and furnish detailed final design Drawings and Specifications in a 16-division format (100% complete) indicating the scope, extent and character of the work to be performed and furnished by the Contractor during the construction of the project. We will submit the 100% complete Drawings and Specifications to the Client for their review and approval and we will review any comments and recommendations and incorporate needed changes in the final design 100% complete Documents, which will include detailed construction plans and technical specifications of the following general items:

- a. Civil engineering design including site work, yard piping, valves, hydraulic design and soil erosion and sediment control
- b. Electrical engineering design including power, instrumentation and control and SCADA design.
- c. Structural engineering necessary to design structural components of project; including foundations and concrete wall sections.
- d. Geotechnical engineering to determine soil permeability and suitability of area for wastewater discharge.

Contemporaneous with the presentation of each design, C&S will provide the Client with a Preliminary Opinion of Probable Construction Cost and Total Project Costs known to the Engineer for both the preliminary design (60% complete) and final designs (100% complete). This preliminary cost estimate will itemize the quantities and anticipated unit prices for each component needed for the project.



C&S will also provide the Client with one (1) full-size set of final design documents (100% complete) plus digital copies in Adobe Acrobat (PDF) format. All other documents, including calculations, estimates, etc., will be submitted in their native format.

### 3. Permitting Assistance

After the final design documents are approved by the Client, C&S will provide technical criteria, written descriptions, and design data to assist the Client in obtaining permits required for the project with the understanding that it is the Client's sole responsibility to secure permits and pay all necessary permit fees. We will complete the necessary permit applications and submit the required copies of the final construction drawings and technical specifications to the appropriate review agencies for approval of the necessary permits to construct the project. We will also assist the Client in consultations with such agencies and revise the Drawings and Specifications and permit applications in response to directives from such agencies, if necessary. We anticipate submitting the following:

- a. Permit to increase capacity of South Lowndes LAS permit for increased loading.
- b. Land Disturbing Permit Application to the Local Issuing Authority, which is Lowndes County;
- c. Wastewater Project Submittal to submit to the Georgia Department of Natural Resources, Environmental Protection Division (EPD);

Note that we will provide information to the Contractor to submit the *NPDES Permit Application for Temporary Stormwater Discharge Associated from Construction Activity for Infrastructure Construction Projects (GAR 100002)* and the *Notice of Intent* to EPD through the GEOS system.

### 4. Bidding

C&S will assist the Client in advertising and obtaining competitive and qualified bids for the project in accordance with local and State law. The advertisement period shall last a minimum of 30 days and the Client will pay all necessary advertising fees. C&S will provide the Client with the necessary Bidding Documents, which will include one (1) full-size hard copy set of final design Drawings and Specifications to be kept on file during the advertisement period. The client may place a copy of the Advertisement for Bids (Section 00100) on their website during the advertisement period, however, electronic copies of the entire set of Bidding Documents shall not be placed on the Client's website, FTP site or other electronic platform during Bidding for download by bidders or any third party without the Engineer's consent and approval.

C&S will maintain a record of prospective bidders to whom Bidding Documents have been issued and receive and process nominal fees or charges from bidders to compensate the Engineer for costs associated with printing, reproduction and shipping the Bidding Documents to bidders. We will respond to Requests for Information (RFIs) and issue Addenda as appropriate to clarify, correct, or change the Bidding Documents. We will also consult with the Client and participate in all decisions as to the acceptability of substitute materials, subcontractors, suppliers, and other individuals and entities proposed by prospective contractors for those portions of the project as to which such acceptability is required by the Bidding Documents.

C&S will attend and manage the Bid Opening, review bids, and prepare a Certified Bid Tabulation. We will provide a Letter of Recommendation to the Client regarding award of the contract as appropriate and assist in assembling and executing the contracts for the Project.

C&S will prepare the Notice of Award and Contract Documents and forward them to the selected Contractor for execution. We will receive the executed contracts, bonds and insurance documents from the contractor and forward them to the Client for their review and approval.

## 5. Construction Contract Administration

Management of construction efforts (i.e. “construction management” services) are specifically excluded from our Scope of Work; however, if the Client authorizes us to proceed, C&S will provide professional services in the general administration of the construction contract and act as the Client’s representative during construction to the extent and limitations of the duties, responsibilities and authority of the Engineer as established in this written Agreement and in the Contract Documents. For the purposes of this Agreement, we are assuming the contract period will be 180 calendar days (or 6-months). After the contracts have been executed by all parties, C&S will complete, with reasonable promptness, the following tasks as needed during construction of the project:

- a. *Pre-Construction Conference:* Attend and lead one (1) pre-construction conference that will be hosted by the Client at their office and issue a Notice to Proceed to the selected Contractor.
- b. *Baselines and Benchmarks:* As appropriate, establish baselines and benchmarks for locating the Work which, in the Engineer’s judgment, are necessary to enable the Contractor to proceed.
- c. *Clarifications and Interpretations (Field Orders):* Respond in writing with reasonable promptness to Requests for Information (RFI’s) and issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor’s work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents and shall be provided as part of the Engineer’s Scope of Services; however, if the Contractor’s request for information, clarification, or interpretation are, in the Engineer’s professional opinion, for information readily apparent from reasonable observation of field conditions or a review of the Contract Documents, or are reasonably inferable there from, the Engineer shall be entitled to compensation for Additional Services for the Engineer’s time spent responding to such request provided the Engineer notify Client in advance that it deems such request to be so apparent, seek compensation for such clarification and interpretation and Client does not timely instruct the Engineer not to undertake the clarification or interpretation. Should the Client agree to reimburse the Engineer for these Additional Services, the Engineer shall prepare a Change Order for the Client that will deduct the cost of these Additional Services from the Client’s contract with the Contractor.
- d. *Change Orders:* Review and recommend Change Order justifications and prepare change orders to modify the Contract Documents as may be necessary.
- e. *Shop Drawings and Samples:* Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for general conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto.

- f. Schedules:* Review and determine the acceptability of schedules which the Contractor is required to develop and submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values. Since C&S will have no control over any Contractor's schedule or work progress, we cannot develop and control the construction schedule beyond establishing the contract time and establishing liquidated damages if the Contractor does not obtain substantial completion within the required contract time.
- g. Substitutes and "or equal":* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by the Contractor, but subject to the provisions outlined in Additional Services.
- h. Progress Meetings:* C&S will attend progress meetings at the jobsite as needed, but at a minimum, monthly. We will prepare meeting agendas, lead the progress meetings and issue meeting minutes for review and approval by the Client and Contractor.
- i. Applications for Payments:* Based on Engineer's observations as an experienced and qualified professional and on review of Applications for Payment and accompanying supporting documentation:

  - 1) Determine the amount that Engineer recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute Engineer's representation to Client, based on such observations and review, that, to the best of Engineer's reasonable knowledge, information and belief, Contractor's Work has progressed to the point indicated, the quality of such Work is generally in accordance with the Contract Documents, to the results of any subsequent tests called for in the Contract Documents, and being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe Contractor's Work. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of Contractor's Work (subject to any subsequent adjustments allowed by the Contract Documents).
  - 2) By recommending any payment to the Contractor, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed or special inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control Contractor's Work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work beyond the responsibilities specifically assigned to the Engineer in this Agreement. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the Work in progress, materials, or equipment has passed to Client free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between Client and Contractor that might affect the amount that should be paid.

- j. Record Drawings:* Prepare and furnish the Client one (1) set of reproducible and one (1) electronic copy in Adobe Acrobat PDF format of the Project Record Drawings showing appropriate record information that is annotated and furnished to us by the Contractor in accordance with the Contract Documents after construction is complete.
- k. Contractor's Completion Documents:* Receive from the Contractor and transmit to the Client operating and maintenance manuals, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings, Samples and other data, including the annotated Record Documents and Record Drawings which are to be assembled by Contractor and furnished to us.
- l. Substantial Completion:* After receiving notice from Contractor that they consider the entire Work complete and ready for its intended use, we will conduct one (1) pre-final observation in company with the Client and Contractor to observe the Contractor's work to determine if, based on the Engineer's professional opinion and belief and based only on information available at the time of pre-final on-site observation, the Work is substantially complete. If we do not consider the Work substantially complete, we will notify the Contractor in writing giving reasons therefore. If, after considering any objections of Client, Engineer considers the Work substantially complete, Engineer shall deliver a certificate of Substantial Completion to Client and Contractor in accordance with the provisions in the Contract Documents. Attached to the certificate will be a punch-list of items that, in the Engineer's professional opinion, knowledge and belief, are deficient and must be completed or corrected before we recommend final payment be made to the Contractor by the Client. The certificate of Substantial Completion is intended to be interpreted only as an expression of professional opinion and therefore does not constitute an expressed warranty or guarantee.
- m. Final Notice of Acceptability of the Work:* After receiving notice from the Contractor that the punch-list items are completed, we will conduct one (1) final on-site observation in company with Client and the Contractor to determine if the completed Work of Contractor is acceptable in the Engineer's professional opinion, reasonable knowledge and belief and based only on information available at the time of final on-site observation and to the extent of the services provided by Engineer under this Agreement, so that Engineer may recommend, in writing, final payment to Contractor. We will notify the Contractor and the Client in writing of any particulars in which the final observation reveals that the Work is incomplete or defective.
- n. Project Completion Statement:* EPD will require a statement from the Engineer of Record that the project has been completed in accordance with the approved plans and specifications and that the Contractor has satisfactorily completed the project. Therefore, after we conduct the final on-site observation, we will, upon determining that in the Engineer's professional opinion and belief and based only on information available at the time of final on-site observation, furnish a letter to EPD and one (1) copy to the Client that the Project is completed in accordance with EPD's approved Drawings and Specifications. The Statement of Project Completion is intended to be interpreted only as an expression of professional opinion and therefore does not constitute an expressed warranty or guarantee. The statement of project completion will be for the sole use of the Client and the Georgia Department of Natural Resources, Environmental Protection Division and cannot be used or relied upon by any third party without the expressed written permission from C&S.
- o. Limitation of Responsibilities:* Engineer shall not be responsible for the acts or omissions of any Contractor, or of any subcontractors, suppliers, or other individuals or entities performing or

furnishing any portions of the Work, or any agents or employees of any of them. The Engineer shall not be responsible for the failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents or any laws, codes, rules or regulations.

## **6. Construction Observation**

If the Client does not authorize C&S to provide onsite construction observations services, then it is understood that the Engineer's Scope of Services under this Agreement does not include construction phase services including, but not limited to, general administration of the construction contract, acting as the Client's representative during construction, and/or providing onsite project/construction observation or review of the Contractor's performance or any other construction phase services, and that such services will be provided for by the Client. The Client assumes all responsibility for interpretation of the Contract Documents and for construction observation and the Client waives any claims against the Engineer that may be in any way connected thereto.

In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Engineer, its officers, directors, employees and subconsultants (collectively, the Engineer) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the performance of such services by other persons or entities and from any and all claims arising from modifications, clarifications, interpretations, adjustments or changes made to the Contract Documents to reflect changed field or other conditions, except for claims arising from the sole negligence or willful misconduct of the Engineer.

Engineer shall not be responsible for the acts or omissions of any Contractor, or of any subcontractors, suppliers, or other individuals or entities performing or furnishing any portions of the Work, or any agents or employees of any of them. The Engineer shall not be responsible for the failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents or any laws, codes, rules or regulations.

If the Client requests in writing that the Engineer provide any specific construction phase services, and if the Engineer agrees in writing to provide such services, then the Engineer shall be compensated for providing these services as an Additional Services.

## **7. Easement Sketches/Property Plats**

C&S will prepare easement sketches/property plats, if needed, for temporary and/or permanent easements and/or property purchase. We do not know exactly how many easements and/or plats, if any, will be needed because the surveying and preliminary and/or final layout of the proposed utility has not been completed; however, we will attempt to design the proposed utility in such a way as to have the least impact as possible to private property. Therefore, we will invoice hourly for preparing easements sketches as shown below.

## **8. Startup & O&M Manual**

If the client authorizes, C&S will provide an Engineer and/or a Class I Water Operator as needed to attend meetings at the jobsite to witness start-up of proposed mechanical equipment by the Contractor and assist the Client with Start-up and commissioning of the new facilities. For meetings, we will issue meeting minutes for review and approval by the Client. We will

also develop a new Operations and Maintenance Manual (O&M) for the proposed raw water pump station facilities and submit it to the Client for review and approval.

### **Fee Basis**

We propose to complete our work for Basic Services described herein for the lump sum and/or hourly amounts as scheduled below. Hourly amounts shall be determined in accordance with our Hourly Fee Schedule.

<b><u>Task No.</u></b>	<b><u>Description</u></b>	<b><u>Phase 1- Fee Basis</u></b>	<b><u>Phase 2- Fee Basis</u></b>
1	Preliminary Engineering / Funding Assistance	Hourly < \$75,000	Hourly < \$25,000
2	Engineering Design, Permitting Assistance	\$150,000	\$425,000
3	Permitting Assistance	\$75,000	\$10,000
4	Bidding	\$35,000	\$50,000
5	Construction Contract Administration	\$50,000	\$110,000
6-7	Construction Observation, Easement Sketches, Property Plats	Hourly	Hourly
8	O&M / Startup	\$5,000	\$10,000

### **Additional Services**

Services not included within the Basic Scope of Services above, which are considered Additional Services, are specifically excluded from the Scope of the Engineer's services, but can be provided on an hourly basis in accordance with our Hourly Fee Schedule or as agreed to in writing by the Client and the Engineer. Additional Services include, but are not limited to, the following:

- a. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer or its design requirements including, but not limited to, changes in size, complexity, Client's schedule, character of construction, or method of financing; and revising previously accepted reports, Drawings or Specifications, or other project related documents when such revisions are required by changes in Laws and regulations enacted subsequent to the date of this proposal or are due to any other causes beyond Engineer's control.
- b. Services required as a result of Client providing incomplete or incorrect Project information to Engineer.
- c. Furnishing services of Engineer's Sub-Consultants, if any, for other than Basic Services.
- d. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to construction management, cost estimating, project peer review, value engineering, and constructability review requested by Client; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other Bidding Documents as a result of such review processes.
- e. Preparing additional Bidding Documents or Contract Documents for alternate bids or prices requested by Client for the Work or a portion thereof.

- f. Determining the acceptability of substitute materials and equipment proposed after the Bidding and making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than “or-equal” items; and services after the award of the Construction Contract in evaluating and determining the acceptability of a substitution which is found to be inappropriate for the Project or an excessive number of substitutions.
- g. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services.
- h. Providing Construction Phase services beyond the construction Contract Times, which is estimated at 180 days, or man-hours listed herein.
- i. Preparing to serve or serving as a consultant or witness for Client in any litigation, arbitration, or other dispute resolution process related to the Project. Preparation time for deposition and trial testimony or arbitration will be charged at hourly rate multiplied by 1.25. Actual time for deposition, trial testimony or arbitration including travel time will be charged at hourly rate multiplied by 2.0. Reimbursable expenses will be charged at actual cost multiplied by 1.15.
- j. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Client and not specifically provided in the Basic Services.
- k. Services in connection with Work Change Directives and Change Orders to reflect changes requested by Client so as to make compensation commensurate with the extent of the Additional Services rendered.
- l. Additional or extended services made necessary by (1) emergencies or acts of God endangering the Work, (2) the presence at the Site of any Hazardous Materials and/or Environmental Conditions (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials), (3) Work damaged by fire or other cause during construction, (4) a significant amount of defective, neglected, or delayed work by Contractor, (5) acceleration of the progress schedule involving services beyond normal working hours, or (6) default by Contractor.
- m. Reviewing Shop Drawings more than two (2) times as a result of repeated inadequate submissions by Contractor. In such an event, the Engineer shall prepare a Change Order for the Client that will deduct the cost of these Additional Services from the Client’s contract with the Contractor.
- n. Geotechnical engineering and materials testing during construction. The Client should contract directly with a geotechnical engineer for geotechnical consulting services, if needed.
- o. Archeological and Historical Preservation consulting;
- p. Delineating wetlands or flood plain determinations.
- q. U.S. Army Corps of Engineering Permitting;
- r. Providing topographic surveys or construction surveys and/or staking to enable Contractor to perform its work not specifically detailed in the Basic Services; and, and any type of property or boundary surveys or easements or related engineering or surveying services needed for the transfer of interests in real property; and providing other special field surveys not specifically detailed in the Basic Services.
- s. Assistance with funding alternative including, but not limited to, loan/funding applications, grant writing, engineering reports, rates studies, etc. unless specifically included in the Basic Services;
- t. Environmental Surveys including, but not limited to, wetlands, endangered species, cultural resources, historic preservation resources or special sub-consultants for permits;
- u. Preparing for and participating in public meetings and/or public hearings unless specifically included in the Basic Services;
- v. Other services performed or furnished by Engineer not otherwise detailed or provided for in this Agreement.
- w. All building and permit fees and building inspection fees

**Hourly Fee Schedule**



Hourly rates used for Basic and/or Additional Services shall be determined by multiplying individual hourly rates of each class of employee by the number of hours spent performing the service.

<u>Employee Classification</u>	<u>Hourly Rates</u>
Principal IV	\$255
Principal III	\$230
Principal II	\$205
Principal I	\$200
Principal	\$190
Senior Professional Engineer V	\$230
Senior Professional Engineer IV	\$215
Senior Professional Engineer III	\$195
Senior Professional Engineer II	\$180
Senior Professional Engineer I	\$165
Project Engineer VI	\$155
Project Engineer V	\$145
Project Engineer IV	\$135
Project Engineer III	\$125
Project Engineer II	\$115
Project Engineer I	\$105
Staff Engineer	\$ 95
Project Manager IX	\$210
Project Manager VIII	\$200
Project Manager VII	\$190
Project Manager VI	\$180
Project Manager V	\$170
Project Manager IV	\$160
Project Manager III	\$150
Project Manager II	\$140
Project Manager I	\$130
Funding Specialist IV	\$135
Funding Specialist III	\$125
Funding Specialist II	\$115
Funding Specialist I	\$ 95
Funding Specialist	\$ 75
Design Technician V	\$120
Design Technician IV	\$110
Design Technician III	\$100
Design Technician II	\$ 90
Design Technician I	\$ 80
CADD Drafter	\$ 60
Construction Observer VII	\$145
Construction Observer VI	\$135
Construction Observer V	\$125
Construction Observer IV	\$115
Construction Observer III	\$105
Construction Observer II	\$ 95
Construction Observer I	\$ 75
Administrative Support Staff V	\$100
Administrative Support Staff IV	\$ 90
Administrative Support Staff III	\$ 80

Administrative Support Staff II	\$ 70
Administrative Support Staff I	\$ 60
Registered Land Surveyor	\$105
2-Person Survey Team	\$165
GIS Technician	\$ 80
Sub-Consultants (if required)	Actual Cost X 1.15

C&S reserves the right to adjust the Hourly Fee Schedule annually beginning January 1, 2022 and we will provide the Client with an updated schedule prior to any hourly rates increases. **Note that any changes to our Hourly Fee Schedule will not affect any of our lump sum and/or not-to-exceed fees stated herein.**

If you have any questions or concerns regarding our proposed Scope of Work and/or proposed fee schedule, please contact me. I would welcome the opportunity to discuss this with you. If the Scope of Services is acceptable, please sign, date, and return one (1) copy to us for our files. Once approved, C&S can begin work on this project immediately.

Sincerely,



Tom H. Sloope, P.E.

THS:rkd

cc: Charlie Tucker  
Stephen Rakestraw  
Jared Wozny  
Arin Howell  
Gabe Morris  
Connie Persall  
File

Client Acceptance, Initial as desired:

\_\_\_\_\_ Preliminary Engineering/ Funding Assistance, Task 1

\_\_\_\_\_ Engineering Design, Task 2

\_\_\_\_\_ Permitting Assistance, Task 3

\_\_\_\_\_ Bidding, Task 4

\_\_\_\_\_ Construction Contract Administration, Task 5

\_\_\_\_\_ Construction Observation, Easement Sketches, Property Plats, Task 6-7

\_\_\_\_\_ Startup / O&M Manual, Task 8

I hereby acknowledge review of this Scope of Services and authorize Carter & Sloope, Inc. to proceed with the work as desired above and defined in this agreement.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Chairman  
\_\_\_\_\_  
Title

## TERMS AND CONDITIONS

The Client hereby accepts the following general terms and conditions (“Terms and Conditions”) applicable to Carter & Sloope, Inc.’s performance of the services described in the attached Proposal (the “Services”):

1. **Method and Terms of Payment:** Invoices will be submitted by Carter & Sloope, Inc. (“Carter & Sloope”, “C&S”, or “Engineer”) monthly in proportion to services performed and are due upon receipt. Any amounts not paid by the Client within thirty (30) days of the date of such invoices shall be considered past due and shall accrue interest at a rate of one-and-one-half percent (1.5%) per month or the maximum allowed by law, whichever is less, of the past due amount per month until such time as such amounts are paid in full. Payment thereafter shall first be applied to accrued interest and then the unpaid principal. If the Client fails to make payment to the Engineer in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and the Engineer shall have the right, upon seven (7) days written notice, to suspend performance of all or part of the Services in accordance with Paragraph 2 “Suspension” until 1.) all past due amounts are paid, and 2.) satisfactory assurance of prompt future payment is received by the Engineer. The above right is in addition to all other rights and remedies Engineer may have at law or in equity including termination of this Agreement by the Engineer for cause in accordance with Paragraph 3 “Termination” herein.
  - A. **Collection Costs:** If the Client fails to make payments when due and the Engineer incurs any costs in order to collect overdue sums from the Client, the Client agrees that all such collection costs incurred shall immediately become due and payable to the Engineer. Collection costs shall include, without limitation, legal fees, collection agency fees and expenses, court costs, collection bonds and reasonable Engineer staff costs at standard billing rates for the Engineer’s time spent in efforts to collect. This obligation of the Client to pay the Engineer’s collection costs shall survive the term of this Agreement or any earlier termination by either party.
  - B. **Set-offs, Backcharges, Discounts:** Payment of invoices shall not be subject to any discounts or set-offs by the Client unless agreed to in writing by the Engineer. Payment to the Engineer for services rendered and expenses incurred shall be due and payable regardless of any subsequent suspension or termination of this Agreement by either party.
  - C. **Disputed Invoices:** If the Client objects to any portion of an invoice, the Client shall so notify the Engineer in writing within seven (7) calendar days of receipt of the invoice. The Client shall identify in writing the specific cause of the disagreement and the amount in dispute and shall pay that portion of the invoice not in dispute in accordance with the other payment terms of this Agreement. Any dispute over invoiced amounts due which cannot be resolved within ten (10) calendar days after presentation of invoice by direct negotiation between the parties shall be resolved within thirty (30) calendar days in accordance with the Dispute Resolution provision of this Agreement. Interest as stated above shall be paid by the Client on all disputed invoice amounts that are subsequently resolved in the Engineer’s favor and shall be calculated on the unpaid balance from the date of the invoice.
  - D. **Legislative Action:** If after the Effective Date of this Agreement, any governmental entity takes legislative action that imposes taxes, fees or charges on Engineer’s services or compensation under this Agreement, then the Engineer may invoice such new taxes, fees, or charges as a Reimbursable Expense to which a factor of 1.0 shall be applied. Client shall reimburse Engineer for the cost of such invoiced new taxes, fees and charges in addition to the compensation agreed to herein.
2. **Suspension:** The Client may suspend all or part of the Project for up to ninety (90) days upon seven (7) days written notice to the Engineer. The Engineer may, after giving seven (7) days written notice to the Client, suspend services under this Agreement if Engineer’s performance has been substantially delayed through no fault of the Engineer. In the event the Project is suspended for period(s) totaling more than ninety (90) days, Client agrees to pay reasonable costs incurred by the Engineer in: 1.) preserving and documenting services performed or in progress, and 2.) demobilizing and remobilizing services. The Engineer shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client. Suspended projects may change in many ways due to the passage of time, changes in the size or environment, regulatory modifications, or other issues outside of Engineer’s control. Engineer is not and shall not be responsible for any such changes, except to the responsibility or otherwise becomes aware of such issues and the Engineer may rely on information received from the Client or others regarding such issues. Upon payment in full by the Client, the Engineer shall resume services under this Agreement; however, a reassessment of the project scope, fee, and project schedule may be performed by the Engineer as an Additional Service. Upon the conclusion of the project reassessment, the time schedule and Engineer’s compensation shall be equitably adjusted to compensate for the period of suspension plus any reasonable time and expense necessary for the Engineer to resume performance.

3. Termination: In the event of termination of this Agreement by either party, the Client shall, within fifteen (15) calendar days of termination, pay the Engineer for the services rendered and fees provided in the invoice and all reimbursable expenses incurred by the Engineer, its agents and subcontractors up to the termination date in accordance with the payment provisions of this Agreement. In the event of any termination that is not the fault of the Engineer, the Client shall pay the Engineer, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by the Engineer in connection with the orderly termination of this Agreement, including but not limited to demobilization, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, to assemble Project Materials in orderly files, reassignment of personnel, associated overhead costs and all other expenses directly resulting from the termination.

The obligation to provide further services under this Agreement may be terminated as follows:

- A. *For Cause*: Either party may terminate the Agreement for cause upon giving the other party not less than thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party.
    1. Assignment of this Agreement or transfer of the Project by either party to any other entity without prior written consent of the other party; or
    2. If, through any cause, the Engineer shall fail to fulfill in timely and proper manner any material obligations under this Agreement, or if the Engineer shall violate any of the covenants, agreements, or stipulations of this Agreement, the Client shall thereupon give written notice to the Engineer of such failure, violation or breach. If Engineer has not or cannot remedy such failure, violation or breach within thirty (30) days of the giving of such notice by the Client, the Client shall thereupon have the right to terminate this Agreement by giving written notice to the Engineer of such termination and specifying the effective date thereof, at least ten (10) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Engineer under this Agreement shall, at the option of the Client subject to the requirements in Paragraph 11 herein, become its property and the Engineer shall be paid within fifteen (15) calendar days of termination for all services rendered and all reimbursable expenses incurred by the Engineer up to date of termination. Engineer shall have no liability to Client on account of such termination.
    3. Suspension of the Project or the Engineer's services by the Client for more than ninety (90) calendar days, consecutive or in the aggregate; or
    4. If Client demands that Engineer furnish or perform services contrary to Engineer's responsibilities as licensed professional; or
    5. Material changes in the conditions under which this Agreement was entered into, the Scope of Services or the nature of the Project, and the failure of the parties to reach agreement on the compensation and schedule adjustment necessitated by such changes.
  - B. *For Convenience*: Either party shall have the right to terminate this Agreement at any time for convenience and without cause upon thirty (30) days written notice.
4. Changes. The Engineer's commitment as set forth in this Agreement is based on the expectation that all of the services described in this Agreement will be provided. The Client may, from time to time, request changes in the scope of the services of the Engineer to be performed hereunder. In the event the Client elects to reduce the Engineer's Scope of Services, the Client hereby agrees to release, hold harmless, defend and indemnify the Engineer from any and all claims, damages, losses or costs associated with or arising out of such reduction in services. Such changes, including any increase or decrease in the amount of the Engineer's compensation, which are mutually agreed upon by and between the Client and the Engineer, shall be incorporated in written amendments to this Contract.
  5. Personnel: The Engineer represents that he has, or will secure at his own expense, the personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the Client. All of the services required hereunder will be performed by the Engineer or his sub-consultants under his supervision and personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local Law to perform such services.
  6. Reports and Information. The Engineer, at such times and in such forms as the Client may require, shall furnish the Client such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.

7. Certifications. As used herein and throughout this Agreement, the words “certify” and/or “certification” shall mean an expression of the Engineering Consultant’s professional opinion to the best of its information, knowledge and belief, and therefore does not constitute a warranty or guarantee by the Engineer.
8. Records and Audits. The Engineer shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Agreement. These records will be made available for audit purposes to the Client or any authorized representative, and will be retained for three years after, the expiration of this Contract unless permission to destroy them is granted by the Client.
9. Findings Confidential. All of the reports, information, data, etc., prepared or assembled by the Engineer under this Agreement are confidential and the Engineer agrees that they shall not be made available to any individual or organization without the prior written approval of the Client unless required by law, court order, or for use in connection with legal or administrative proceedings, mediation, or arbitration.
10. Standard of Care, Disclaimer of Warranties. Engineer will strive to perform Services under this Agreement in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. NO OTHER REPRESENTATION AND NO WARRANTY OR GUARANTEE, EITHER EXPRESS OR IMPLIED, IS INCLUDED OR INTENDED BY THIS AGREEMENT.
11. Ownership of Documents & Copyright. All documents, including electronic files, prepared or furnished by Engineer are instruments of service, and Engineer retains all common law, statutory and other reserved rights, ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. The Client may make and retain copies of them for information and reference in connection with the use of the Project; however, such copies are not intended or represented to be suitable for reuse by others, and may not be used by others unless otherwise required by law, court order, or for use in connection with legal or administrative proceedings, mediation, or arbitration. The Client agrees not to distribute, publish or otherwise disseminate Engineer’s documents without first obtaining Engineer’s prior written consent. The Client may request and negotiate with the Engineer to acquire ownership of the documents for a mutually agreed amount. If Client acquires ownership of Documents prepared by Engineer, Client agrees: 1.) that any subsequent reuse or modification of them by Client or any party obtaining them through Client will be at Client’s sole risk and without liability to engineer, and 2.) Client will defend, indemnify and hold harmless Engineer from and against any claims, damages, and liabilities arising from or related to any use, reuse or modification of Documents by Client or any party obtaining them through Client. Client agrees that Engineer may retain copies of all documents for its files. Electronic communications and CADD data transferred by Email, websites or computer disks (collectively “E-Data”) are provided only as an accommodation by Engineer for the benefit of Client. Signed paper prints of documents constitute the contract deliverables. Client assumes the risk that E-Data may differ from the paper deliverable. Client agrees to indemnify and hold harmless Engineer from and against Client, damages, and liabilities for defects or inappropriate use of E-Data created or transmitted by Engineer.
12. Third-Party Beneficiaries and Reliance Upon Documents. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third-party against either the Client or the Engineer. Engineer’s performance of the Services, as set forth in this Agreement, is intended solely and exclusively for the Client’s benefit and use. No party may claim under this Agreement as a third-party beneficiary, unless otherwise required by law, court order, or for use in connection with legal or administrative proceedings, mediation or arbitration. Client agrees not to distribute, publish or otherwise disseminate Engineer’s Documents, without first obtaining Engineer’s prior written consent. No third-party may rely upon Engineer’s documents or the performance or non-performance of services unless Engineer has agreed to such reliance in advance and in writing. The Client and Engineer agree to require a similar provision in all contracts with contractors, subcontractors, sub consultants, vendors and other entities involved in this Project to carry out the intent of this provision.
13. Compliance with Local Laws. The Engineer shall exercise usual and customary professional care in its effort to comply with applicable laws, codes and regulations as of the date of the execution of this Agreement. Design changes made necessary by newly enacted laws, codes and regulations after this date shall entitle the Engineer to a reasonable adjustment in the schedule and additional compensation in accordance with the Additional Services provisions of this Agreement.
14. Public Responsibility. Both the Client and the Engineer owe a duty of care to the public that requires them to conform to applicable codes, standards, regulations and ordinances, principally to protect the public health and safety. The Client shall make no request of the Engineer that, in the Engineer’s reasonable opinion, would be contrary to the Engineer’s professional responsibilities to protect the public. The Client shall take all actions and render all reports required of the Client in a timely manner. Should the Client fail to take any required actions or render any required notices to appropriate public authorities in a timely manner, the Client agrees that the Engineer has the right to exercise its professional judgment in reporting to appropriate public officials or taking other necessary action. The Client agrees to

take no action against or attempt to hold the Engineer liable in any way for carrying out what the Engineer reasonably believes to be its public responsibility. Furthermore, the Client agrees the Engineer shall not be held liable in any respect for reporting said conditions. Accordingly, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Engineer, its officers, directors, employees and sub-consultants (collectively, Engineer) against all damages, liabilities or costs arising out of or in any way connected with the Engineer's notifying or failing to notify appropriate public officials.

15. Accessibility. It is recognized that the Client has certain obligations under local, state and Federal accessibility laws and regulations that could affect the design of the Project. It is further recognized that Federal accessibility laws and regulations are not part of, or necessarily compatible with, State or local laws, codes and regulations governing construction. Consequently, the Engineer will be unable to make recommendations or professional determinations that will ensure compliance with the Federal accessibility laws and regulations, and the Engineer shall, accordingly, not have any liability to the Client in connection with the same. The Engineer strongly advises the Client to obtain appropriate legal and financial counsel with respect to compliance with the appropriate disability access laws. The Engineer will endeavor to design for accessibility by persons with disabilities in conformance with the provisions and references in applicable State or local building codes and the technical design requirements of the Americans with Disabilities Act (ADA) and/or the Fair Housing Act (FHA) in effect as of the date of completion of the design to the extent those statutes apply to the Project. The Client will determine the full extent of its obligations under the ADA and Fair Housing Act Amendments (FHAA), including whether the ADA and/or the FHAA apply to the Project, the extent that modifications are readily achievable under the ADA, and the extent that modifications to improve disability access are necessary during an alteration and provide the Engineer with such information. The Client acknowledges that it has been advised by the Engineer to retain a consultant (Accessibility Consultant) to review the project plans, specifications, and construction for compliance with the Americans with Disability Act, the Fair Housing Act, and other Federal, state, and local accessibility laws, rules, codes, ordinances, and regulations (hereinafter referred to as "Accessibility Issues"). If Client fails to retain an Accessibility Consultant, the Client agrees to release defend, indemnify and hold harmless the Engineer, its officers, directors, employees and subconsultants (collectively, Engineer) from any claim, damages, liabilities or costs arising out of or in any way connected with Accessibility Issues.
16. Specification of Materials. The Client understands and agrees that products or building materials that are permissible under current building codes and ordinances may, at some future date, be banned or limited in use in the construction industry because of presently unknown hazardous and/or defective characteristics. The Engineer is only expected to meet current industry standards and may rely on manufacturers' information and representations. The Client agrees that if any product or material specified for this Project by the Engineer shall, at any future date be suspected or discovered to be defective or a health or safety hazard, then the Client shall waive all claims as a result thereof against the Engineer. The Client further agrees that if the Client directs the Engineer to specify any product or material after the Engineer has informed the Client that such product or material may not be suitable or may embody characteristics that are suspected of causing or may cause the product or material to be considered a hazardous substance in the future, the Client waives all claims as a result thereof against the Engineer, and the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Engineer from any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising in any way from the specification or use of any products or materials which, at any future date, become known or suspected health or safety hazards
17. Opinions or Estimates of Costs. If included in the Services, the Engineer will provide preliminary opinions of probable costs of materials, installation, remediation or construction and/or total project costs based on the Engineer's experience on similar projects, which are not intended for Client's or others' use in developing firm budgets or financial models, or making investment decisions. Client agrees that any opinion of cost is still merely an estimate.
18. Limit of Liability. The inclusion of this Limitation of Liability provision is a material consideration for the Engineer's willingness to perform the services. In recognition of the relative risks and benefits of the Project to both the Client and the Engineer, the risks have been allocated such that, to the fullest extent permitted by law, Client and Engineer: 1.) waive against each other, and the other's employees, owners, partners, officers, directors, shareholders, agents, insurers, and sub-consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages of any nature whatsoever or claims expenses from any cause or causes, including attorney's fees and costs and expert-witness fees and costs arising out of, resulting from, or in any way related to the Project; and 2.) **agree that Engineer's total aggregate liability to Client under this Agreement shall be limited to the total amount of compensation received by Engineer on this Project or \$50,000, whichever is greater.** In no event shall the limit exceed the insurance amount. This limitation shall apply to any and all liability regardless of the cause of action or legal theory placed or asserted unless otherwise prohibited by law. Upon Client's request, Engineer may negotiate an increase to this limitation in exchange for an additional agreed consideration for the increased limit. Client and Engineer agree to limit liability to the other in the following respects to the fullest extent permitted by law: Neither party will have liability to the other for any specials, indirect or consequential, incidental, exemplary, or penal losses or damages including, but not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation, unavailability of the other



party's property or facility, shutdowns or service interruptions, and any other consequential damages or claims related to the Project that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Client and the Engineer shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this Project.

19. Insurance. Throughout the term of this Agreement, Engineer shall maintain insurance in amounts not less than shown:
- |                           |  |
|---------------------------|--|
| a) Worker's Compensation  | Statutory amount where services are performed              |
| b) Automobile             | \$1,000,000 combined single limit                          |
| c) General Liability      | \$1,000,000 per occurrence / \$2,000,000 General Aggregate |
| d) Professional Liability | \$1,000,000 per claim and aggregate                        |
| e) Excess Umbrella        | \$5,000,000 on "b" & "c"                                   |

Client agrees to require all third parties engaged by or through Client in connection with the Project to provide Engineer with current Certificates of Insurance Endorsed to include Engineer as an additional insured on their "b", "c" and "e" policies of insurance and authorizes Engineer to enforce this provision directly with all Project related third parties.

20. Indemnification.

- A. Indemnification of Client: Subject to the provisions and limitations of this Agreement, Engineer agrees to indemnify and hold harmless Client, its shareholders, officers, directors and employees from and against any and all liabilities, damages, expenses (including without limitation reasonable attorney's fees) or other losses (collectively "Losses") to the extent caused by Engineer's negligent performance of its Services under this Agreement.
- B. Indemnification of Engineer: To the extent allowed to a municipality by Georgia law and subject to the provisions and limitations of this Agreement, Client agrees to defend, indemnify and hold harmless Engineer from and against any and all claims by third parties related to services provided by Engineer under this Agreement, and against any and all Losses to the extent caused by the negligence of Client, its employees, agents and contractors. In addition, except to the extent caused by Engineer's sole negligence, Client expressly agrees to defend, indemnify and hold harmless Engineer from and against any and all Losses arising from or related to the existence, disposal, release, discharge, treatment or transportation of Hazardous Materials, or the exposure of any person to Hazardous Materials, or the degradation of the environment due to the presence, discharge, disposal, release of or exposure to Hazardous Material.

21. Dispute Resolution. Claims, disputes, and other matters in controversy between Engineer and Client caused by or any way related to this Agreement will be submitted to non-binding mediation as a condition precedent to litigation. The Client and the Engineer further agree to include a similar mediation performed with rules as established by The American Arbitration Association provision in all agreements with independent contractors and consultants retained for the Project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with their subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution among the parties to all those agreements. The cost for mediation including the mediator's fees, reproduction of documents, and miscellaneous out-of-pocket expenses will be borne equally by each party to this Agreement. The laws of the State of Georgia will govern the validity of these terms, their interpretation and performance. Client and Engineer agree that venue for any litigation will be in the courts of the State of Georgia and Engineer and Client both hereby waive any right to initiate any action in or remove any action to, any other jurisdiction.

22. Severability. This agreement reflects the entire agreement of the parties with respect to its terms and supersedes all prior agreements, whether written or oral. If any portion of this Agreement is void or voidable, such portion will be deemed stricken and the Agreement reformed to as closely approximate the stricken portions as the law allows.



Carter & Sloope  
CONSULTING ENGINEERS

February 16, 2021

Honorable Bill Slaughter, Chairman  
Lowndes County Board of Commissioners  
327 N. Ashley Street  
3<sup>rd</sup> Floor  
Valdosta, GA 31601

RE: Lowndes County, Georgia  
Letter Agreement- OPB-ARPA Award  
Water Line Improvements  
C&S File No.: L8400.072 (Invoice File)

Dear Chairman Slaughter:

Carter & Sloope, Inc. (C&S or Engineer) is pleased to submit this Proposal/Scope of Services letter for the above referenced project to provide engineering services to the Lowndes County Board of Commissioners (Client or Owner) for preliminary engineering, assistance with funding applications, engineering design, permitting and bidding assistance, and construction phase services including general administration of construction contract for the proposed Water Line Improvements Project. The scope of services described below is based on our understanding of the project from discussions and emails with the County throughout the past several years.

**Scope of Work (Basic Services)**

**1. Preliminary Engineering / Funding Assistance**

C&S will meet with the Lowndes County Board of Commissioners to discuss and define the scope and boundaries of the project. Other preliminary work may include developing conceptual plans and preliminary opinions of probable project costs and all work prior to developing the scope of work. C&S will advise the Lowndes County Board of Commissioners of any need for them to provide data or services which are not part of Engineer's Basic Services.

Our understanding of the Scope of Work includes the following:

To address the need to provide a permanent reliable water supply to residents in north Lowndes County, currently on private wells, the County is proposing to install approximately 7,500 LF of water line with associated valves and fire hydrants. The new water line will be sized to provide sufficient capacity and pressure, along with meeting fire flow demands. Residents will be tied on to the County's system by connecting to this new pipe. This new line will extend from Val Del Road to McMillan Road in the County.

C&S will assist the County and grant administrator in preparing the application for OPB-ARPA (American Rescue Plan Act) funding to accomplish the project scope described above. At a minimum cost estimate, project schedules, and a project narrative will be developed by C&S for usage in the application. Once funded, C&S will continue to work with the grant administrator in completing the

requirements necessary for a successful completion of the project. This includes any special conditions or special requirements of the OPB-ARPA grant program.

## **2. Engineering Design**

C&S will furnish a 2-person survey crew to survey the project areas. Field-run linear and topographic surveying will generate 2 ft. contour data of the project area tied to the Georgia State Plane Coordinate System using NAVD-88 elevation datum and it will locate the existing features including any above ground utilities or below ground utilities that are marked by the utility owner. We will not conduct any boundary surveys unless requested by the Client as an Additional Service or unless included as part of our Basic Services for providing Easement sketches. Prior to beginning surveying, we will contact the Utilities Protection Center and request a design locate. It has been our experience that most non-municipal utility owners like the phone, power and cable companies, do not respond or respond very slowly to design locate requests so it has been our experience that local knowledge from Client's personnel is extremely valuable; therefore, we will work closely with the Client in identifying areas of potential conflict. C&S will not conduct any subsurface investigations or subsurface utility engineering (SUE) to locate existing utilities or determine elevations of subsurface utilities unless requested by the Client as an Additional Service.

After the linear and topographic surveying is completed, C&S will prepare preliminary design documents for the proposed project within 4 months. At approximately 60% completion, we will meet with Client's personnel to present the preliminary design for review. Within 2 months after receipt, we will address any comments the Client has with the preliminary design and then prepare and furnish detailed final design Drawings and Specifications in a 16-division format (100% complete) indicating the scope, extent and character of the work to be performed and furnished by the Contractor during the construction of the project. We will submit the 100% complete Drawings and Specifications to the Client for their review and approval and we will review any comments and recommendations and incorporate needed changes in the final design 100% complete Documents, which will include detailed construction plans and technical specifications of the following general items:

- a. Civil engineering design including site work, yard piping, valves, hydraulic design and soil erosion and sediment control

Contemporaneous with the presentation of each design, C&S will provide the Client with a Preliminary Opinion of Probable Construction Cost and Total Project Costs known to the Engineer for both the preliminary design (60% complete) and final designs (100% complete). This preliminary cost estimate will itemize the quantities and anticipated unit prices for each component needed for the project.

C&S will also provide the Client with one (1) full-size set of final design documents (100% complete) plus digital copies in Adobe Acrobat (PDF) format. All other documents, including calculations, estimates, etc., will be submitted in their native format.

## **3. Permitting Assistance**

After the final design documents are approved by the Client, C&S will provide technical criteria, written descriptions, and design data to assist the Client in obtaining permits required for the project with the understanding that it is the Client's sole responsibility to secure permits and pay all necessary permit fees. We will complete the necessary permit applications and submit the required copies of the final construction drawings and technical specifications to the appropriate review agencies for approval of the necessary permits to construct the project. We will also assist the Client in consultations with such agencies and revise the Drawings and Specifications and

permit applications in response to directives from such agencies, if necessary. We anticipate submitting the following:

- a. Land Disturbing Permit Application to the Local Issuing Authority, which is Lowndes County;
- b. Water Project Submittal to submit to the Georgia Department of Natural Resources, Environmental Protection Division (EPD);

Note that we will provide information to the Contractor to submit the *NPDES Permit Application for Temporary Stormwater Discharge Associated from Construction Activity for Infrastructure Construction Projects (GAR 100002)* and the *Notice of Intent* to EPD through the GEOS system.

#### **4. Bidding**

C&S will assist the Client in advertising and obtaining competitive and qualified bids for the project in accordance with local and State law. The advertisement period shall last a minimum of 30 days and the Client will pay all necessary advertising fees. C&S will provide the Client with the necessary Bidding Documents, which will include one (1) full-size hard copy set of final design Drawings and Specifications to be kept on file during the advertisement period. The client may place a copy of the Advertisement for Bids (Section 00100) on their website during the advertisement period, however, electronic copies of the entire set of Bidding Documents shall not be placed on the Client's website, FTP site or other electronic platform during Bidding for download by bidders or any third party without the Engineer's consent and approval.

C&S will maintain a record of prospective bidders to whom Bidding Documents have been issued and receive and process nominal fees or charges from bidders to compensate the Engineer for costs associated with printing, reproduction and shipping the Bidding Documents to bidders. We will respond to Requests for Information (RFIs) and issue Addenda as appropriate to clarify, correct, or change the Bidding Documents. We will also consult with the Client and participate in all decisions as to the acceptability of substitute materials, subcontractors, suppliers, and other individuals and entities proposed by prospective contractors for those portions of the project as to which such acceptability is required by the Bidding Documents.

C&S will attend and manage the Bid Opening, review bids, and prepare a Certified Bid Tabulation. We will provide a Letter of Recommendation to the Client regarding award of the contract as appropriate and assist in assembling and executing the contracts for the Project.

C&S will prepare the Notice of Award and Contract Documents and forward them to the selected Contractor for execution. We will receive the executed contracts, bonds and insurance documents from the contractor and forward them to the Client for their review and approval.

#### **5. Construction Contract Administration**

Management of construction efforts (i.e. "construction management" services) are specifically excluded from our Scope of Work; however, if the Client authorizes us to proceed, C&S will provide professional services in the general administration of the construction contract and act as the Client's representative during construction to the extent and limitations of the duties, responsibilities and authority of the Engineer as established in this written Agreement and in the Contract Documents. For the purposes of this Agreement, we are assuming the contract period will be 180 calendar days (or 6-months). After the contracts have been executed by all parties,

C&S will complete, with reasonable promptness, the following tasks as needed during construction of the project:

- a. *Pre-Construction Conference*: Attend and lead one (1) pre-construction conference that will be hosted by the Client at their office and issue a Notice to Proceed to the selected Contractor.
- b. *Baselines and Benchmarks*: As appropriate, establish baselines and benchmarks for locating the Work which, in the Engineer's judgment, are necessary to enable the Contractor to proceed.
- c. *Clarifications and Interpretations (Field Orders)*: Respond in writing with reasonable promptness to Requests for Information (RFI's) and issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents and shall be provided as part of the Engineer's Scope of Services; however, if the Contractor's request for information, clarification, or interpretation are, in the Engineer's professional opinion, for information readily apparent from reasonable observation of field conditions or a review of the Contract Documents, or are reasonably inferable there from, the Engineer shall be entitled to compensation for Additional Services for the Engineer's time spent responding to such request provided the Engineer notify Client in advance that it deems such request to be so apparent, seek compensation for such clarification and interpretation and Client does not timely instruct the Engineer not to undertake the clarification or interpretation. Should the Client agree to reimburse the Engineer for these Additional Services, the Engineer shall prepare a Change Order for the Client that will deduct the cost of these Additional Services from the Client's contract with the Contractor.
- d. *Change Orders*: Review and recommend Change Order justifications and prepare change orders to modify the Contract Documents as may be necessary.
- e. *Shop Drawings and Samples*: Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for general conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto.
- f. *Schedules*: Review and determine the acceptability of schedules which the Contractor is required to develop and submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values. Since C&S will have no control over any Contractor's schedule or work progress, we cannot develop and control the construction schedule beyond establishing the contract time and establishing liquidated damages if the Contractor does not obtain substantial completion within the required contract time.
- g. *Substitutes and "or equal"*: Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by the Contractor, but subject to the provisions outlined in Additional Services.

- h. Progress Meetings:* C&S will attend progress meetings at the jobsite as needed, but at a minimum, monthly. We will prepare meeting agendas, lead the progress meetings and issue meeting minutes for review and approval by the Client and Contractor.
- i. Applications for Payments:* Based on Engineer's observations as an experienced and qualified professional and on review of Applications for Payment and accompanying supporting documentation:

  - 1) Determine the amount that Engineer recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute Engineer's representation to Client, based on such observations and review, that, to the best of Engineer's reasonable knowledge, information and belief, Contractor's Work has progressed to the point indicated, the quality of such Work is generally in accordance with the Contract Documents, to the results of any subsequent tests called for in the Contract Documents, and being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe Contractor's Work. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of Contractor's Work (subject to any subsequent adjustments allowed by the Contract Documents).
  - 2) By recommending any payment to the Contractor, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed or special inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control Contractor's Work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work beyond the responsibilities specifically assigned to the Engineer in this Agreement. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the Work in progress, materials, or equipment has passed to Client free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between Client and Contractor that might affect the amount that should be paid.
- j. Record Drawings:* Prepare and furnish the Client one (1) set of reproducible and one (1) electronic copy in Adobe Acrobat PDF format of the Project Record Drawings showing appropriate record information that is annotated and furnished to us by the Contractor in accordance with the Contract Documents after construction is complete.
- k. Contractor's Completion Documents:* Receive from the Contractor and transmit to the Client operating and maintenance manuals, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings, Samples and other data, including the annotated Record Documents and Record Drawings which are to be assembled by Contractor and furnished to us.

- l. *Substantial Completion:* After receiving notice from Contractor that they consider the entire Work complete and ready for its intended use, we will conduct one (1) pre-final observation in company with the Client and Contractor to observe the Contractor's work to determine if, based on the Engineer's professional opinion and belief and based only on information available at the time of pre-final on-site observation, the Work is substantially complete. If we do not consider the Work substantially complete, we will notify the Contractor in writing giving reasons therefore. If, after considering any objections of Client, Engineer considers the Work substantially complete, Engineer shall deliver a certificate of Substantial Completion to Client and Contractor in accordance with the provisions in the Contract Documents. Attached to the certificate will be a punch-list of items that, in the Engineer's professional opinion, knowledge and belief, are deficient and must be completed or corrected before we recommend final payment be made to the Contractor by the Client. The certificate of Substantial Completion is intended to be interpreted only as an expression of professional opinion and therefore does not constitute an expressed warranty or guarantee.
- m. *Final Notice of Acceptability of the Work:* After receiving notice from the Contractor that the punch-list items are completed, we will conduct one (1) final on-site observation in company with Client and the Contractor to determine if the completed Work of Contractor is acceptable in the Engineer's professional opinion, reasonable knowledge and belief and based only on information available at the time of final on-site observation and to the extent of the services provided by Engineer under this Agreement, so that Engineer may recommend, in writing, final payment to Contractor. We will notify the Contractor and the Client in writing of any particulars in which the final observation reveals that the Work is incomplete or defective.
- n. *Project Completion Statement:* EPD will require a statement from the Engineer of Record that the project has been completed in accordance with the approved plans and specifications and that the Contractor has satisfactorily completed the project. Therefore, after we conduct the final on-site observation, we will, upon determining that in the Engineer's professional opinion and belief and based only on information available at the time of final on-site observation, furnish a letter to EPD and one (1) copy to the Client that the Project is completed in accordance with EPD's approved Drawings and Specifications. The Statement of Project Completion is intended to be interpreted only as an expression of professional opinion and therefore does not constitute an expressed warranty or guarantee. The statement of project completion will be for the sole use of the Client and the Georgia Department of Natural Resources, Environmental Protection Division and cannot be used or relied upon by any third party without the expressed written permission from C&S.
- o. *Limitation of Responsibilities:* Engineer shall not be responsible for the acts or omissions of any Contractor, or of any subcontractors, suppliers, or other individuals or entities performing or furnishing any portions of the Work, or any agents or employees of any of them. The Engineer shall not be responsible for the failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents or any laws, codes, rules or regulations.

## 6. Construction Observation

If the Client does not authorize C&S to provide onsite construction observations services, then it is understood that the Engineer's Scope of Services under this Agreement does not include construction phase services including, but not limited to, general administration of the construction contract, acting as the Client's representative during construction, and/or providing onsite project/construction observation or review of the Contractor's performance or any other construction phase services, and that such services will be provided for by the Client. The Client



assumes all responsibility for interpretation of the Contract Documents and for construction observation and the Client waives any claims against the Engineer that may be in any way connected thereto.

In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Engineer, its officers, directors, employees and subconsultants (collectively, the Engineer) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the performance of such services by other persons or entities and from any and all claims arising from modifications, clarifications, interpretations, adjustments or changes made to the Contract Documents to reflect changed field or other conditions, except for claims arising from the sole negligence or willful misconduct of the Engineer.

Engineer shall not be responsible for the acts or omissions of any Contractor, or of any subcontractors, suppliers, or other individuals or entities performing or furnishing any portions of the Work, or any agents or employees of any of them. The Engineer shall not be responsible for the failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents or any laws, codes, rules or regulations.

If the Client requests in writing that the Engineer provide any specific construction phase services, and if the Engineer agrees in writing to provide such services, then the Engineer shall be compensated for providing these services as an Additional Services.

## 7. Easement Sketches/Property Plats

C&S will prepare easement sketches/property plats, if needed, for temporary and/or permanent easements and/or property purchase. We do not know exactly how many easements and/or plats, if any, will be needed because the surveying and preliminary and/or final layout of the proposed utility has not been completed; however, we will attempt to design the proposed utility in such a way as to have the least impact as possible to private property. Therefore, we will invoice hourly for preparing easements sketches as shown below.

### **Fee Basis**

We propose to complete our work for Basic Services described herein for the lump sum and/or hourly amounts as scheduled below. Hourly amounts shall be determined in accordance with our Hourly Fee Schedule.

<b><u>Task No.</u></b>	<b><u>Description</u></b>	<b><u>Fee Basis</u></b>
1	Preliminary Engineering / Funding Assistance	\$0.00
2-3	Engineering Design, Permitting Assistance	\$70,000
4	Bidding	\$10,000
5	Construction Contract Administration	\$20,000

6-7 Construction Observation, Easement  
Sketches, Property Plats

Hourly

### **Additional Services**

Services not included within the Basic Scope of Services above, which are considered Additional Services, are specifically excluded from the Scope of the Engineer's services, but can be provided on an hourly basis in accordance with our Hourly Fee Schedule or as agreed to in writing by the Client and the Engineer. Additional Services include, but are not limited to, the following:

- a. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer or its design requirements including, but not limited to, changes in size, complexity, Client's schedule, character of construction, or method of financing; and revising previously accepted reports, Drawings or Specifications, or other project related documents when such revisions are required by changes in Laws and regulations enacted subsequent to the date of this proposal or are due to any other causes beyond Engineer's control.
- b. Services required as a result of Client providing incomplete or incorrect Project information to Engineer.
- c. Furnishing services of Engineer's Sub-Consultants, if any, for other than Basic Services.
- d. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to construction management, cost estimating, project peer review, value engineering, and constructability review requested by Client; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other Bidding Documents as a result of such review processes.
- e. Preparing additional Bidding Documents or Contract Documents for alternate bids or prices requested by Client for the Work or a portion thereof.
- f. Determining the acceptability of substitute materials and equipment proposed after the Bidding and making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or-equal" items; and services after the award of the Construction Contract in evaluating and determining the acceptability of a substitution which is found to be inappropriate for the Project or an excessive number of substitutions.
- g. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services.
- h. Providing Construction Phase services beyond the construction Contract Times, which is estimated at 180 days, or man-hours listed herein.
- i. Preparing to serve or serving as a consultant or witness for Client in any litigation, arbitration, or other dispute resolution process related to the Project. Preparation time for deposition and trial testimony or arbitration will be charged at hourly rate multiplied by 1.25. Actual time for deposition, trial testimony or arbitration including travel time will be charged at hourly rate multiplied by 2.0. Reimbursable expenses will be charged at actual cost multiplied by 1.15.
- j. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Client and not specifically provided in the Basic Services.
- k. Services in connection with Work Change Directives and Change Orders to reflect changes requested by Client so as to make compensation commensurate with the extent of the Additional Services rendered.
- l. Additional or extended services made necessary by (1) emergencies or acts of God endangering the Work, (2) the presence at the Site of any Hazardous Materials and/or Environmental Conditions (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials), (3) Work damaged by fire or other cause during construction, (4) a

- significant amount of defective, neglected, or delayed work by Contractor, (5) acceleration of the progress schedule involving services beyond normal working hours, or (6) default by Contractor.
- m. Reviewing Shop Drawings more than two (2) times as a result of repeated inadequate submissions by Contractor. In such an event, the Engineer shall prepare a Change Order for the Client that will deduct the cost of these Additional Services from the Client's contract with the Contractor.
  - n. Geotechnical engineering and materials testing during construction. The Client should contract directly with a geotechnical engineer for geotechnical consulting services, if needed.
  - o. Archeological and Historical Preservation consulting;
  - p. Delineating wetlands or flood plain determinations.
  - q. U.S. Army Corps of Engineering Permitting;
  - r. Providing topographic surveys or construction surveys and/or staking to enable Contractor to perform its work not specifically detailed in the Basic Services; and, and any type of property or boundary surveys or easements or related engineering or surveying services needed for the transfer of interests in real property; and providing other special field surveys not specifically detailed in the Basic Services.
  - s. Assistance with funding alternative including, but not limited to, loan/funding applications, grant writing, engineering reports, rates studies, etc. unless specifically included in the Basic Services;
  - t. Environmental Surveys including, but not limited to, wetlands, endangered species, cultural resources, historic preservation resources or special sub-consultants for permits;
  - u. Preparing for and participating in public meetings and/or public hearings unless specifically included in the Basic Services;
  - v. Other services performed or furnished by Engineer not otherwise detailed or provided for in this Agreement.
  - w. All building and permit fees and building inspection fees

### **Hourly Fee Schedule**

Hourly rates used for Basic and/or Additional Services shall be determined by multiplying individual hourly rates of each class of employee by the number of hours spent performing the service.

<u>Employee Classification</u>	<u>Hourly Rates</u>
Principal IV	\$255
Principal III	\$230
Principal II	\$205
Principal I	\$200
Principal	\$190
Senior Professional Engineer V	\$230
Senior Professional Engineer IV	\$215
Senior Professional Engineer III	\$195
Senior Professional Engineer II	\$180
Senior Professional Engineer I	\$165
Project Engineer VI	\$155
Project Engineer V	\$145
Project Engineer IV	\$135
Project Engineer III	\$125
Project Engineer II	\$115
Project Engineer I	\$105
Staff Engineer	\$ 95
Project Manager IX	\$210
Project Manager VIII	\$200
Project Manager VII	\$190

Project Manager VI	\$180
Project Manager V	\$170
Project Manager IV	\$160
Project Manager III	\$150
Project Manager II	\$140
Project Manager I	\$130
Funding Specialist IV	\$135
Funding Specialist III	\$125
Funding Specialist II	\$115
Funding Specialist I	\$ 95
Funding Specialist	\$ 75
Design Technician V	\$120
Design Technician IV	\$110
Design Technician III	\$100
Design Technician II	\$ 90
Design Technician I	\$ 80
CADD Drafter	\$ 60
Construction Observer VII	\$145
Construction Observer VI	\$135
Construction Observer V	\$125
Construction Observer IV	\$115
Construction Observer III	\$105
Construction Observer II	\$ 95
Construction Observer I	\$ 75
Administrative Support Staff V	\$100
Administrative Support Staff IV	\$ 90
Administrative Support Staff III	\$ 80
Administrative Support Staff II	\$ 70
Administrative Support Staff I	\$ 60
Registered Land Surveyor	\$105
2-Person Survey Team	\$165
GIS Technician	\$ 80
Sub-Consultants (if required)	Actual Cost X 1.15

C&S reserves the right to adjust the Hourly Fee Schedule annually beginning January 1, 2022 and we will provide the Client with an updated schedule prior to any hourly rates increases. **Note that any changes to our Hourly Fee Schedule will not affect any of our lump sum and/or not-to-exceed fees stated herein.**

If you have any questions or concerns regarding our proposed Scope of Work and/or proposed fee schedule, please contact me. I would welcome the opportunity to discuss this with you. If the Scope of Services is acceptable, please sign, date, and return one (1) copy to us for our files. Once approved, C&S can begin work on this project immediately.

Sincerely,



Tom H. Sloope, P.E.

THS:rkd

cc: Charlie Tucker  
Stephen Rakestraw  
Jared Wozny  
Arin Howell  
Gabe Morris  
Connie Persall  
File

Client Acceptance, Initial as desired:

\_\_\_\_\_ Preliminary Engineering/ Funding Assistance, Task 1

\_\_\_\_\_ Engineering Design, Permitting Assistance, Task 2-3

\_\_\_\_\_ Bidding, Task 4

\_\_\_\_\_ Construction Contract Administration, Task 5

\_\_\_\_\_ Construction Observation, Easement Sketches, Property Plats, Task 6-7

I hereby acknowledge review of this Scope of Services and authorize Carter & Sloope, Inc. to proceed with the work as desired above and defined in this agreement.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Chairman  
\_\_\_\_\_  
Title

### TERMS AND CONDITIONS

The Client hereby accepts the following general terms and conditions (“Terms and Conditions”) applicable to Carter & Sloope, Inc.’s performance of the services described in the attached Proposal (the “Services”):

1. **Method and Terms of Payment:** Invoices will be submitted by Carter & Sloope, Inc. (“Carter & Sloope”, “C&S”, or “Engineer”) monthly in proportion to services performed and are due upon receipt. Any amounts not paid by the Client within thirty (30) days of the date of such invoices shall be considered past due and shall accrue interest at a rate of one-and-one-half percent (1.5%) per month or the maximum allowed by law, whichever is less, of the past due amount per month until such time as such amounts are paid in full. Payment thereafter shall first be applied to accrued interest and then the unpaid principal. If the Client fails to make payment to the Engineer in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and the Engineer shall have the right, upon seven (7) days written notice, to suspend performance of all or part of the Services in accordance with Paragraph 2 “Suspension” until 1.) all past due amounts are paid, and 2.) satisfactory assurance of prompt future payment is received by the Engineer. The above right is in addition to all other rights and remedies Engineer may have at law or in equity including termination of this Agreement by the Engineer for cause in accordance with Paragraph 3 “Termination” herein.
  - A. *Collection Costs:* If the Client fails to make payments when due and the Engineer incurs any costs in order to collect overdue sums from the Client, the Client agrees that all such collection costs incurred shall immediately become due and payable to the Engineer. Collection costs shall include, without limitation, legal fees, collection agency fees and expenses, court costs, collection bonds and reasonable Engineer staff costs at standard billing rates for the Engineer’s time spent in efforts to collect. This obligation of the Client to pay the Engineer’s collection costs shall survive the term of this Agreement or any earlier termination by either party.
  - B. *Set-offs, Backcharges, Discounts:* Payment of invoices shall not be subject to any discounts or set-offs by the Client unless agreed to in writing by the Engineer. Payment to the Engineer for services rendered and expenses incurred shall be due and payable regardless of any subsequent suspension or termination of this Agreement by either party.
  - C. *Disputed Invoices:* If the Client objects to any portion of an invoice, the Client shall so notify the Engineer in writing within seven (7) calendar days of receipt of the invoice. The Client shall identify in writing the specific cause of the disagreement and the amount in dispute and shall pay that portion of the invoice not in dispute in accordance with the other payment terms of this Agreement. Any dispute over invoiced amounts due which cannot be resolved within ten (10) calendar days after presentation of invoice by direct negotiation between the parties shall be resolved within thirty (30) calendar days in accordance with the Dispute Resolution provision of this Agreement. Interest as stated above shall be paid by the Client on all disputed invoice amounts that are subsequently resolved in the Engineer’s favor and shall be calculated on the unpaid balance from the date of the invoice.
  - D. *Legislative Action:* If after the Effective Date of this Agreement, any governmental entity takes legislative action that imposes taxes, fees or charges on Engineer’s services or compensation under this Agreement, then the Engineer may invoice such new taxes, fees, or charges as a Reimbursable Expense to which a factor of 1.0 shall be applied. Client shall reimburse Engineer for the cost of such invoiced new taxes, fees and charges in addition to the compensation agreed to herein.
2. **Suspension:** The Client may suspend all or part of the Project for up to ninety (90) days upon seven (7) days written notice to the Engineer. The Engineer may, after giving seven (7) days written notice to the Client, suspend services under this Agreement if Engineer’s performance has been substantially delayed through no fault of the Engineer. In the event the Project is suspended for period(s) totaling more than ninety (90) days, Client agrees to pay reasonable costs incurred by the Engineer in: 1.) preserving and documenting services performed or in progress, and 2.) demobilizing and remobilizing services. The Engineer shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client. Suspended projects may change in many ways due to the passage of time, changes in the size or environment, regulatory modifications, or other issues outside of Engineer’s control. Engineer is not and shall not be responsible for any such changes, except to the responsibility or otherwise becomes aware of such issues and the Engineer may rely on information received from the Client or others regarding such issues. Upon payment in full by the Client, the Engineer shall resume services under this Agreement; however, a reassessment of the project scope, fee, and project schedule may be performed by the Engineer as an Additional Service. Upon the conclusion of the project reassessment, the time schedule and Engineer’s compensation shall be equitably adjusted to compensate for the period of suspension plus any reasonable time and expense necessary for the Engineer to resume performance.

3. Termination: In the event of termination of this Agreement by either party, the Client shall, within fifteen (15) calendar days of termination, pay the Engineer for the services rendered and fees provided in the invoice and all reimbursable expenses incurred by the Engineer, its agents and subcontractors up to the termination date in accordance with the payment provisions of this Agreement. In the event of any termination that is not the fault of the Engineer, the Client shall pay the Engineer, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by the Engineer in connection with the orderly termination of this Agreement, including but not limited to demobilization, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, to assemble Project Materials in orderly files, reassignment of personnel, associated overhead costs and all other expenses directly resulting from the termination.

The obligation to provide further services under this Agreement may be terminated as follows:

- A. *For Cause*: Either party may terminate the Agreement for cause upon giving the other party not less than thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party.
    1. Assignment of this Agreement or transfer of the Project by either party to any other entity without prior written consent of the other party; or
    2. If, through any cause, the Engineer shall fail to fulfill in timely and proper manner any material obligations under this Agreement, or if the Engineer shall violate any of the covenants, agreements, or stipulations of this Agreement, the Client shall thereupon give written notice to the Engineer of such failure, violation or breach. If Engineer has not or cannot remedy such failure, violation or breach within thirty (30) days of the giving of such notice by the Client, the Client shall thereupon have the right to terminate this Agreement by giving written notice to the Engineer of such termination and specifying the effective date thereof, at least ten (10) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Engineer under this Agreement shall, at the option of the Client subject to the requirements in Paragraph 11 herein, become its property and the Engineer shall be paid within fifteen (15) calendar days of termination for all services rendered and all reimbursable expenses incurred by the Engineer up to date of termination. Engineer shall have no liability to Client on account of such termination.
    3. Suspension of the Project or the Engineer's services by the Client for more than ninety (90) calendar days, consecutive or in the aggregate; or
    4. If Client demands that Engineer furnish or perform services contrary to Engineer's responsibilities as licensed professional; or
    5. Material changes in the conditions under which this Agreement was entered into, the Scope of Services or the nature of the Project, and the failure of the parties to reach agreement on the compensation and schedule adjustment necessitated by such changes.
  - B. *For Convenience*: Either party shall have the right to terminate this Agreement at any time for convenience and without cause upon thirty (30) days written notice.
4. Changes. The Engineer's commitment as set forth in this Agreement is based on the expectation that all of the services described in this Agreement will be provided. The Client may, from time to time, request changes in the scope of the services of the Engineer to be performed hereunder. In the event the Client elects to reduce the Engineer's Scope of Services, the Client hereby agrees to release, hold harmless, defend and indemnify the Engineer from any and all claims, damages, losses or costs associated with or arising out of such reduction in services. Such changes, including any increase or decrease in the amount of the Engineer's compensation, which are mutually agreed upon by and between the Client and the Engineer, shall be incorporated in written amendments to this Contract.
  5. Personnel: The Engineer represents that he has, or will secure at his own expense, the personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the Client. All of the services required hereunder will be performed by the Engineer or his sub-consultants under his supervision and personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local Law to perform such services.
  6. Reports and Information. The Engineer, at such times and in such forms as the Client may require, shall furnish the Client such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.

7. Certifications. As used herein and throughout this Agreement, the words “certify” and/or “certification” shall mean an expression of the Engineering Consultant’s professional opinion to the best of its information, knowledge and belief, and therefore does not constitute a warranty or guarantee by the Engineer.
8. Records and Audits. The Engineer shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Agreement. These records will be made available for audit purposes to the Client or any authorized representative, and will be retained for three years after, the expiration of this Contract unless permission to destroy them is granted by the Client.
9. Findings Confidential. All of the reports, information, data, etc., prepared or assembled by the Engineer under this Agreement are confidential and the Engineer agrees that they shall not be made available to any individual or organization without the prior written approval of the Client unless required by law, court order, or for use in connection with legal or administrative proceedings, mediation, or arbitration.
10. Standard of Care, Disclaimer of Warranties. Engineer will strive to perform Services under this Agreement in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. NO OTHER REPRESENTATION AND NO WARRANTY OR GUARANTEE, EITHER EXPRESS OR IMPLIED, IS INCLUDED OR INTENDED BY THIS AGREEMENT.
11. Ownership of Documents & Copyright. All documents, including electronic files, prepared or furnished by Engineer are instruments of service, and Engineer retains all common law, statutory and other reserved rights, ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. The Client may make and retain copies of them for information and reference in connection with the use of the Project; however, such copies are not intended or represented to be suitable for reuse by others, and may not be used by others unless otherwise required by law, court order, or for use in connection with legal or administrative proceedings, mediation, or arbitration. The Client agrees not to distribute, publish or otherwise disseminate Engineer’s documents without first obtaining Engineer’s prior written consent. The Client may request and negotiate with the Engineer to acquire ownership of the documents for a mutually agreed amount. If Client acquires ownership of Documents prepared by Engineer, Client agrees: 1.) that any subsequent reuse or modification of them by Client or any party obtaining them through Client will be at Client’s sole risk and without liability to engineer, and 2.) Client will defend, indemnify and hold harmless Engineer from and against any claims, damages, and liabilities arising from or related to any use, reuse or modification of Documents by Client or any party obtaining them through Client. Client agrees that Engineer may retain copies of all documents for its files. Electronic communications and CADD data transferred by Email, websites or computer disks (collectively “E-Data”) are provided only as an accommodation by Engineer for the benefit of Client. Signed paper prints of documents constitute the contract deliverables. Client assumes the risk that E-Data may differ from the paper deliverable. Client agrees to indemnify and hold harmless Engineer from and against Client, damages, and liabilities for defects or inappropriate use of E-Data created or transmitted by Engineer.
12. Third-Party Beneficiaries and Reliance Upon Documents. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third-party against either the Client or the Engineer. Engineer’s performance of the Services, as set forth in this Agreement, is intended solely and exclusively for the Client’s benefit and use. No party may claim under this Agreement as a third-party beneficiary, unless otherwise required by law, court order, or for use in connection with legal or administrative proceedings, mediation or arbitration. Client agrees not to distribute, publish or otherwise disseminate Engineer’s Documents, without first obtaining Engineer’s prior written consent. No third-party may rely upon Engineer’s documents or the performance or non-performance of services unless Engineer has agreed to such reliance in advance and in writing. The Client and Engineer agree to require a similar provision in all contracts with contractors, subcontractors, sub consultants, vendors and other entities involved in this Project to carry out the intent of this provision.
13. Compliance with Local Laws. The Engineer shall exercise usual and customary professional care in its effort to comply with applicable laws, codes and regulations as of the date of the execution of this Agreement. Design changes made necessary by newly enacted laws, codes and regulations after this date shall entitle the Engineer to a reasonable adjustment in the schedule and additional compensation in accordance with the Additional Services provisions of this Agreement.
14. Public Responsibility. Both the Client and the Engineer owe a duty of care to the public that requires them to conform to applicable codes, standards, regulations and ordinances, principally to protect the public health and safety. The Client shall make no request of the Engineer that, in the Engineer’s reasonable opinion, would be contrary to the Engineer’s professional responsibilities to protect the public. The Client shall take all actions and render all reports required of the Client in a timely manner. Should the Client fail to take any required actions or render any required notices to appropriate public authorities in a timely manner, the Client agrees that the Engineer has the right to exercise its professional judgment in reporting to appropriate public officials or taking other necessary action. The Client agrees to



take no action against or attempt to hold the Engineer liable in any way for carrying out what the Engineer reasonably believes to be its public responsibility. Furthermore, the Client agrees the Engineer shall not be held liable in any respect for reporting said conditions. Accordingly, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Engineer, its officers, directors, employees and sub-consultants (collectively, Engineer) against all damages, liabilities or costs arising out of or in any way connected with the Engineer's notifying or failing to notify appropriate public officials.

15. Accessibility. It is recognized that the Client has certain obligations under local, state and Federal accessibility laws and regulations that could affect the design of the Project. It is further recognized that Federal accessibility laws and regulations are not part of, or necessarily compatible with, State or local laws, codes and regulations governing construction. Consequently, the Engineer will be unable to make recommendations or professional determinations that will ensure compliance with the Federal accessibility laws and regulations, and the Engineer shall, accordingly, not have any liability to the Client in connection with the same. The Engineer strongly advises the Client to obtain appropriate legal and financial counsel with respect to compliance with the appropriate disability access laws. The Engineer will endeavor to design for accessibility by persons with disabilities in conformance with the provisions and references in applicable State or local building codes and the technical design requirements of the Americans with Disabilities Act (ADA) and/or the Fair Housing Act (FHA) in effect as of the date of completion of the design to the extent those statutes apply to the Project. The Client will determine the full extent of its obligations under the ADA and Fair Housing Act Amendments (FHAA), including whether the ADA and/or the FHAA apply to the Project, the extent that modifications are readily achievable under the ADA, and the extent that modifications to improve disability access are necessary during an alteration and provide the Engineer with such information. The Client acknowledges that it has been advised by the Engineer to retain a consultant (Accessibility Consultant) to review the project plans, specifications, and construction for compliance with the Americans with Disability Act, the Fair Housing Act, and other Federal, state, and local accessibility laws, rules, codes, ordinances, and regulations (hereinafter referred to as "Accessibility Issues"). If Client fails to retain an Accessibility Consultant, the Client agrees to release defend, indemnify and hold harmless the Engineer, its officers, directors, employees and subconsultants (collectively, Engineer) from any claim, damages, liabilities or costs arising out of or in any way connected with Accessibility Issues.
16. Specification of Materials. The Client understands and agrees that products or building materials that are permissible under current building codes and ordinances may, at some future date, be banned or limited in use in the construction industry because of presently unknown hazardous and/or defective characteristics. The Engineer is only expected to meet current industry standards and may rely on manufacturers' information and representations. The Client agrees that if any product or material specified for this Project by the Engineer shall, at any future date be suspected or discovered to be defective or a health or safety hazard, then the Client shall waive all claims as a result thereof against the Engineer. The Client further agrees that if the Client directs the Engineer to specify any product or material after the Engineer has informed the Client that such product or material may not be suitable or may embody characteristics that are suspected of causing or may cause the product or material to be considered a hazardous substance in the future, the Client waives all claims as a result thereof against the Engineer, and the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Engineer from any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising in any way from the specification or use of any products or materials which, at any future date, become known or suspected health or safety hazards
17. Opinions or Estimates of Costs. If included in the Services, the Engineer will provide preliminary opinions of probable costs of materials, installation, remediation or construction and/or total project costs based on the Engineer's experience on similar projects, which are not intended for Client's or others' use in developing firm budgets or financial models, or making investment decisions. Client agrees that any opinion of cost is still merely an estimate.
18. Limit of Liability. The inclusion of this Limitation of Liability provision is a material consideration for the Engineer's willingness to perform the services. In recognition of the relative risks and benefits of the Project to both the Client and the Engineer, the risks have been allocated such that, to the fullest extent permitted by law, Client and Engineer: 1.) waive against each other, and the other's employees, owners, partners, officers, directors, shareholders, agents, insurers, and sub-consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages of any nature whatsoever or claims expenses from any cause or causes, including attorney's fees and costs and expert-witness fees and costs arising out of, resulting from, or in any way related to the Project; and 2.) **agree that Engineer's total aggregate liability to Client under this Agreement shall be limited to the total amount of compensation received by Engineer on this Project or \$50,000, whichever is greater.** In no event shall the limit exceed the insurance amount. This limitation shall apply to any and all liability regardless of the cause of action or legal theory placed or asserted unless otherwise prohibited by law. Upon Client's request, Engineer may negotiate an increase to this limitation in exchange for an additional agreed consideration for the increased limit. Client and Engineer agree to limit liability to the other in the following respects to the fullest extent permitted by law: Neither party will have liability to the other for any specials, indirect or consequential, incidental, exemplary, or penal losses or damages including, but not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation, unavailability of the other

party's property or facility, shutdowns or service interruptions, and any other consequential damages or claims related to the Project that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Client and the Engineer shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this Project.

19. Insurance. Throughout the term of this Agreement, Engineer shall maintain insurance in amounts not less than shown:
- |                           |  |
|---------------------------|--|
| a) Worker's Compensation  | Statutory amount where services are performed              |
| b) Automobile             | \$1,000,000 combined single limit                          |
| c) General Liability      | \$1,000,000 per occurrence / \$2,000,000 General Aggregate |
| d) Professional Liability | \$1,000,000 per claim and aggregate                        |
| e) Excess Umbrella        | \$5,000,000 on "b" & "c"                                   |

Client agrees to require all third parties engaged by or through Client in connection with the Project to provide Engineer with current Certificates of Insurance Endorsed to include Engineer as an additional insured on their "b", "c" and "e" policies of insurance and authorizes Engineer to enforce this provision directly with all Project related third parties.

20. Indemnification.

- A. Indemnification of Client: Subject to the provisions and limitations of this Agreement, Engineer agrees to indemnify and hold harmless Client, its shareholders, officers, directors and employees from and against any and all liabilities, damages, expenses (including without limitation reasonable attorney's fees) or other losses (collectively "Losses") to the extent caused by Engineer's negligent performance of its Services under this Agreement.
- B. Indemnification of Engineer: To the extent allowed to a municipality by Georgia law and subject to the provisions and limitations of this Agreement, Client agrees to defend, indemnify and hold harmless Engineer from and against any and all claims by third parties related to services provided by Engineer under this Agreement, and against any and all Losses to the extent caused by the negligence of Client, its employees, agents and contractors. In addition, except to the extent caused by Engineer's sole negligence, Client expressly agrees to defend, indemnify and hold harmless Engineer from and against any and all Losses arising from or related to the existence, disposal, release, discharge, treatment or transportation of Hazardous Materials, or the exposure of any person to Hazardous Materials, or the degradation of the environment due to the presence, discharge, disposal, release of or exposure to Hazardous Material.

21. Dispute Resolution. Claims, disputes, and other matters in controversy between Engineer and Client caused by or any way related to this Agreement will be submitted to non-binding mediation as a condition precedent to litigation. The Client and the Engineer further agree to include a similar mediation performed with rules as established by The American Arbitration Association provision in all agreements with independent contractors and consultants retained for the Project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with their subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution among the parties to all those agreements. The cost for mediation including the mediator's fees, reproduction of documents, and miscellaneous out-of-pocket expenses will be borne equally by each party to this Agreement. The laws of the State of Georgia will govern the validity of these terms, their interpretation and performance. Client and Engineer agree that venue for any litigation will be in the courts of the State of Georgia and Engineer and Client both hereby waive any right to initiate any action in or remove any action to, any other jurisdiction.

22. Severability. This agreement reflects the entire agreement of the parties with respect to its terms and supersedes all prior agreements, whether written or oral. If any portion of this Agreement is void or voidable, such portion will be deemed stricken and the Agreement reformed to as closely approximate the stricken portions as the law allows.