



LOWNDES COUNTY BOARD OF COMMISSIONERS  
PROPOSED AGENDA  
WORK SESSION, MONDAY, AUGUST 22, 2022, 8:30 AM  
REGULAR SESSION, TUESDAY, AUGUST 23, 2022, 5:30 PM  
327 N. Ashley Street - 2nd Floor

1. **Call To Order**
2. **Invocation**
3. **Pledge Of Allegiance To The Flag**
4. **Minutes For Approval**
  - a. Work Session - August 8, 2022 & Regular Session - August 9, 2022  
Recommended Action: Approve  
Documents:
5. **Appointment**
  - a. Valdosta Lowndes Zoning Board of Appeals  
Recommended Action: Board's Pleasure  
Documents:
6. **Public Hearing**
  - a. Addition to Basic Decorative Lighting District: Grove Pointe Subdivision, Phase 5, Sections 1 and 2 (101 Lots)  
Recommended Action: Board's Pleasure  
Documents:
7. **For Consideration**
  - a. QPublic Appeals Module  
Recommended Action: Approve  
Documents:
  - b. Adoption of 2022 Millage Rate  
Recommended Action: Adopt  
Documents:
  - c. Adoption of 2022 Fire District Millage Rate  
Recommended Action: Adopt  
Documents:
  - d. Utilities Radio Replacement  
Recommended Action: Approve  
Documents:

- e. FY2023 Juvenile Justice Delinquency Prevention Grant  
Recommended Action: Board's Pleasure  
Documents:

**8. Bid**

- a. Manhole Improvements Project  
Recommended Action: Approve  
Documents:
- b. South Lowndes Utilities Building Expansion  
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: Valdosta Lowndes Zoning Board of Appeals

DATE OF MEETING: August 23, 2022

Work Session/Regular Session

BUDGET IMPACT:

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: Valdosta Lowndes Zoning Board of Appeals

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HISTORY, FACTS AND ISSUES: Mr. John "Mac" McCall's term on the Valdosta Lowndes Zoning Board of Appeals (ZBOA) is set to expire on August 28th of this year. Mr. McCall currently serves as the chairman of the ZBOA and has expressed his desire to continue serving on the board.

OPTIONS: 1) Appoint/Reappoint  
2) Board's Pleasure

RECOMMENDED ACTION: Board's Pleasure

DEPARTMENT: Planning/Zoning

DEPARTMENT HEAD: Paige Dukes

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

LOWNDES COUNTY BOARD OF COMMISSIONERS  
COMMISSION AGENDA ITEM

SUBJECT: Addition to Basic Decorative Lighting District: Grove Pointe  
Subdivision, Phase 5, Sections 1 and 2 (101 Lots)

DATE OF MEETING: August 23, 2022

Work Session/Regular Session

BUDGET IMPACT:

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: Addition to Basic Decorative Lighting District: Grove Pointe Subdivision,  
Phase 5, Sections 1 and 2 (101 Lots)

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HISTORY, FACTS AND ISSUES: This request concerns Petitions to add 101 lots of Grove Pointe Subdivision, Phase 5, Sections 1 and 2 into the County's basic decorative street lighting district under the Street Lighting Ordinance. For reference, staff has verified that the petitions are ready for LCBOC consideration, including the verification that at least 2/3 of the owners' signatures for the proposed lot additions have been obtained, and testing the financial solvency of the addition. Additionally, notice for the proposed district has been advertised in the VDT and signs have been posted to advertise the public hearing on the petition. The current charge for the basic decorative street lighting district is \$61.50 per lot, per year. Staff recommends adding the 101 lots of the Grove Pointe Subdivision, Phase 5, Sections 1 and 2 as defined on the petitions into the County's basic decorative street lighting district through approval of the attached amendment to the current Street Lighting Ordinance.

OPTIONS: 1) Board's Pleasure  
2) Approve  
3) Approve with Conditions  
4) Deny

RECOMMENDED ACTION: Board's Pleasure

DEPARTMENT: Planning/Zoning

DEPARTMENT HEAD: JD Dillard

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:



filed & eRecorded  
 DATE: 2/3/2020  
 TIME: 1:25 PM  
 PLAT BOOK: 000PCC  
 PAGE: 00038  
 RECORDING FEES: \$10.00  
 PARTICIPANT ID: 3174712172  
 CLERK: Beth Greene  
 Lowndes County, GA  
 Cross-References: DB 3388 P. 135



BEARINGS WERE CALCULATED FROM ANGLES TURNED AND ARE REFERENCED TO THE BASELINE BEARING TAKEN FROM PLAT OF SURVEY OF THE DASHER PROPERTY BY STAN FOLSON REVISED 30 JUNE 1998.

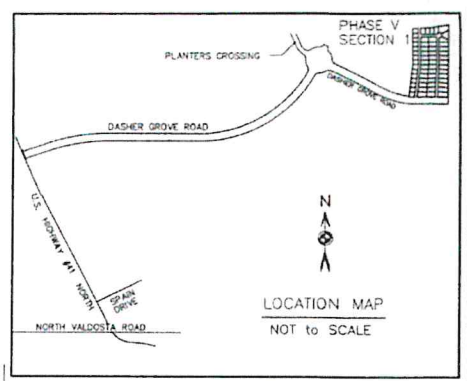
FOR THE FLOOD INSURANCE RATE MAP FOR LOWNDOS COUNTY, GA & INCORPORATED AREAS MAP #13185001156  
 EFFECTIVE DATE: SEPTEMBER 28, 2008  
 THIS PROPERTY IS IN FLOOD ZONE "X" AN AREA DETERMINED TO BE OUTSIDE THE 1% ANNUAL CHANCE FLOODPLAIN.

"THE WETLANDS SHOWN HEREON WERE DELINEATED BY ALAN RIGDON IN MAY OF 1999."

**WETLANDS NOTES**  
 - NO FILL OR WORK SHALL BE PERMITTED WITHIN WETLANDS UNLESS APPROVED BY THE ARMY CORPS OF ENGINEERS WITHOUT A PERMIT FROM THE ARMY CORPS OF ENGINEERS.  
 THE UNDERGROUND SURVEYOR IN NO WAY GUARANTEES THE ACCURACY OR CORRECTNESS OF THE WETLANDS SHOWN HEREON. TO VERIFY THE WETLANDS SHOWN HEREON, THE SURVEYOR RECOMMENDS THAT THE PROPERTY OWNER CONSULT WITH THE ARMY CORPS OF ENGINEERS FOR A DETAILED SURVEY OF WETLANDS. THE SURVEYOR IS NOT PROVIDING A GUARANTEE OR WARRANTY OF ANY KIND FOR THE WETLANDS SHOWN HEREON. THE SURVEYOR'S OBLIGATION IS LIMITED TO THE U.S. ARMY CORPS OF ENGINEERS.  
 PRIOR TO DEVELOPMENT, OWNERS SHOULD VERIFY THE LOCATION OF THE WETLANDS SHOWN HEREON WITH THE ARMY CORPS OF ENGINEERS.

I CERTIFY THAT ALL MEASUREMENTS ARE CORRECT AND WERE PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION. THIS FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF 1" IN 67,028" WITH AN ANGLE ERROR OF 1 SECOND PER ANGLE POINT AND WAS ADJUSTED BY COMPASS RULE.  
 THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN 1" IN 42,901" MEASUREMENT & PIN LOCATIONS ARE AS IDENTIFIED ON THIS PLAT.  
 EQUIPMENT USED: LEICA TOPCON 1202 ELECTRONIC TOTAL STATION, EDGE REALTIME NETWORK & 100' TAPE.  
 THE FIELD SURVEY OF THIS PLAT IS BASED UPON WAS DETERMINED TO BE ACCURATE WITHIN 1" IN 42,901" MEASUREMENT & PIN LOCATIONS ARE AS IDENTIFIED ON THIS PLAT.  
 THIS PLAT IS BASED UPON WAS DETERMINED TO BE ACCURATE WITHIN 1" IN 42,901" MEASUREMENT & PIN LOCATIONS ARE AS IDENTIFIED ON THIS PLAT.

**LEGEND**  
 REBAR = CONCRETE REINFORCING BAR  
 W/C = WITH PLASTIC CAP  
 N/W OR S/W = RIGHT OF WAY  
 CL = CENTERLINE  
 HSE = HIGH WATER ELEVATION BY DESIGN ENGINEER  
 FFE = FINISHED FLOOR ELEVATION  
 FBS = FRONT MINIMUM BUILDING SETBACK LINE  
 SRS = SIDE MINIMUM BUILDING SETBACK LINE  
 RES = REAR MINIMUM BUILDING SETBACK LINE  
 UE = UTILITY EASEMENT  
 DE = DRAINAGE EASEMENT  
 COL = CENTERED ON LOT LINE  
 VS = VEGETATIVE BUFFER  
 5/8" x 18" IRON REBAR PLACED W/C #2284  
 4" x 8" IRON REBAR PLACED W/C #2284  
 BM = BENCHMARK POINT - NOT MARKED  
 BM# = BENCHMARK - SEE BENCHMARK LIST FOR DETAILS & ELEVATIONS  
 \* = SEWERAL MUST BE INSTALLED BEFORE ROAD CURB AT TIME OF RESIDENTIAL CONSTRUCTION  
 - PROPERTY BOUNDARY SURVEYED  
 - ROAD R/W LINE  
 - WETLAND DELINEATED BY ALAN RIGDON IN MAY OF 1999



PHASE V SECTION 1  
 NOT TO SCALE

**BENCHMARK LIST**

BM#	180.92	180.96	180.98	181.00
180.92	FIRE HYDRANT - ELEVATION OF CENTER OF TOP NUT	180.96	FIRE HYDRANT - ELEVATION OF CENTER OF TOP NUT	180.98
180.96	FIRE HYDRANT - ELEVATION OF CENTER OF TOP NUT	181.00	FIRE HYDRANT - ELEVATION OF CENTER OF TOP NUT	
181.00	FIRE HYDRANT - ELEVATION OF CENTER OF TOP NUT			

**LINE TABLE**

LINE	BEARING	DISTANCE
L1	N 49°01'19" W	29.99'
L2	N 45°05'42" W	28.63'
L3	S 46°46'42" W	28.53'
L4	N 43°51'11" W	27.63'
L5	N 44°42'12" E	28.28'
L6	N 45°20'25" E	28.28'
L7	N 81°25'22" E	50.49'
L8	S 45°26'28" E	28.28'

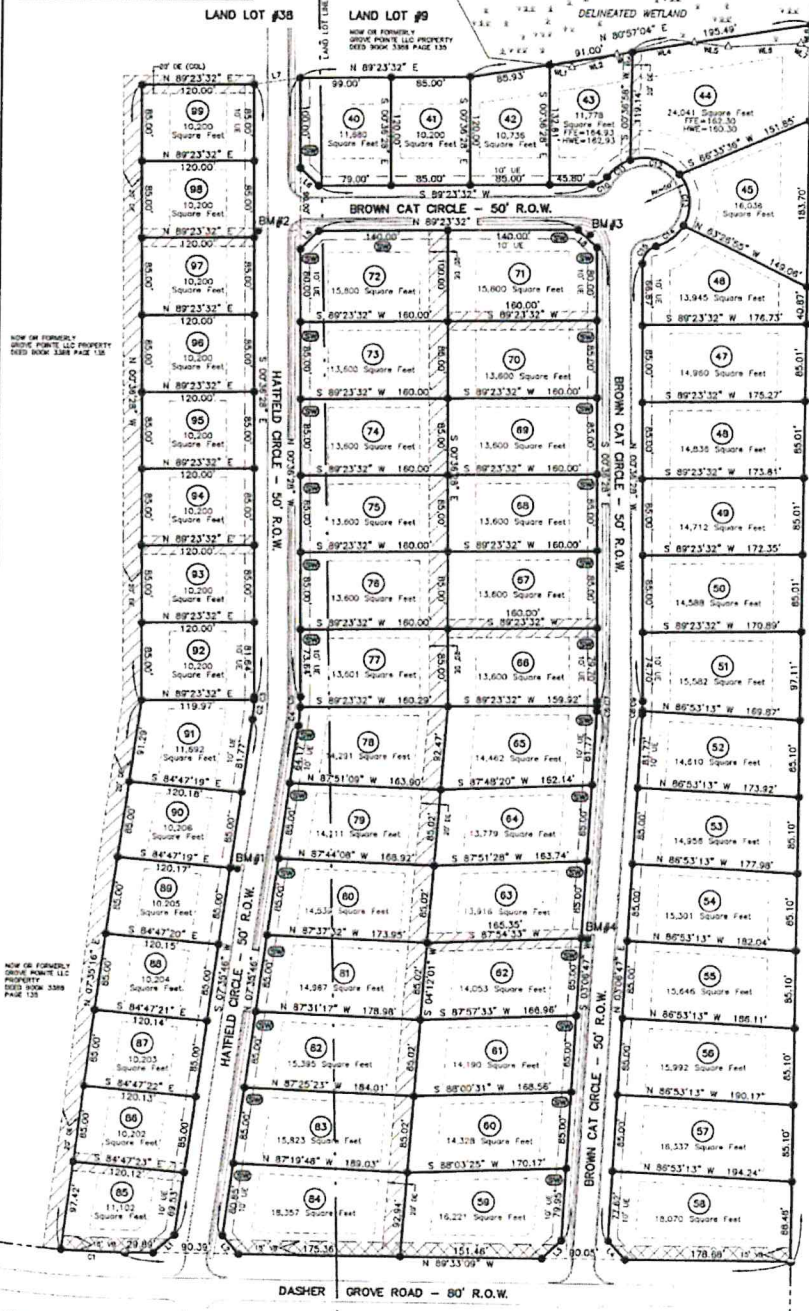
**WETLAND LINE TABLE**

LINE	BEARING	DISTANCE
WL1	S 83°30'30" E	23.00'
WL2	N 73°55'04" E	62.70'
WL3	N 80°57'04" E	17.22'
WL4	N 80°57'04" E	68.68'
WL5	N 82°42'00" E	39.14'
WL6	N 87°11'50" E	73.00'
WL7	S 60°07'33" E	11.87'
WL8	N 02°22'32" E	26.56'

**CURVE TABLE**

CURVE	ARC LENGTH	CHORD BEARING	CHORD LENGTH	RADIUS
C1	70.87'	N 87°48'59" W	70.81'	1020.00'
C2	21.70'	S 04°05'24" E	21.69'	175.00'
C3	3.36'	S 03°03'23" E	3.35'	175.00'
C4	20.39'	S 04°56'27" W	20.35'	325.00'
C5	11.30'	S 02°50'20" E	11.30'	250.00'
C6	6.06'	S 02°07'19" W	6.06'	115.00'
C7	5.30'	S 00°18'36" W	5.30'	175.00'
C8	11.30'	S 02°42'07" W	11.30'	250.00'
C9	11.30'	S 02°42'07" W	11.30'	250.00'
C10	18.68'	S 82°12'05" W	18.28'	20.00'
C11	33.89'	S 82°12'05" W	31.44'	50.00'
C12	60.00'	N 77°54'33" E	58.54'	325.00'
C13	80.49'	S 04°42'25" E	80.87'	50.00'
C14	38.79'	S 43°02'08" W	37.79'	50.00'
C15	26.13'	S 38°46'55" W	24.31'	20.00'

**NOTES**  
 - TOTAL NUMBER OF LOTS IN GROVE POINT PHASE V SECTION 1 = 80 LOTS  
 - TOTAL ACRES = 22.095 ACRES  
 - GROVE POINT PHASE V SECTION 1 IS ON TAX MAP 77 AND IS PART OF PARCEL 191A.  
 - GROVE POINT PHASE V SECTION 1 IS WITHIN 1000' OF LOWNDOS COUNTY WATER & SANITARY SYSTEMS, AND IS CURRENTLY SERVED BY LOWNDOS COUNTY WATER & SANITARY SYSTEMS.  
 - ALL PROPERTY AND FINISHED FLOOR ELEVATIONS HEREON WERE DETERMINED BY THE DESIGN ENGINEER, LOWELL ENGINEERING ASSOCIATES, P.C.  
 - NOTE FROM THE DESIGN ENGINEER ON THE APPROVED PRELIMINARY SUBDIVISION PLAT: "HIGH WATER ELEVATIONS WERE ESTABLISHED BASED ON GROUND SPOTS AT THE EDGE OF WETLANDS BECAUSE NO HIGH WATER MARKS WERE EXISTENT."  
 - \* SIDEWALKS MUST BE INSTALLED ON SOME LOTS AT THE TIME OF CONSTRUCTION. SEE LEGEND FOR DETAILS.  
 - THIS SURVEY WAS PERFORMED AT THE REQUEST OF MR. TOM CALL.  
 - ZONING: R-10  
 - MINIMUM FRONT BUILDING SETBACK: 30'  
 - MINIMUM SIDE YARD SETBACK ON CORNER LOT (STREET) = 24'  
 - MINIMUM SIDE BUILDING SETBACK = 10'  
 - MINIMUM REAR BUILDING SETBACK = 30'  
 - EASEMENTS:  
 - 10' UTILITY EASEMENT OUTSIDE OF AND ADJACENT TO BROWN CAT CIRCLE & HAYFIELD CIRCLE  
 - TO DASHER GROVE ROAD  
 - 15' VEGETATIVE BUFFER OUTSIDE OF AND ADJACENT TO DASHER GROVE ROAD  
 - DRAINAGE EASEMENTS AS PLATTED HEREON



FOLSON SURVEYING, LLC  
 ROLAND STAN FOLSON  
 GEORGIA RLS #2284  
 CDM L57000218  
 1309 EDGEWOOD DRIVE  
 VALDOSTA, GA 31691  
 229 - 44 - 2920  
 folson22@bellsouth.net

GROVE POINT  
 PHASE V SECTION 1  
 LOCATED IN LAND LOTS #9 & #38 OF THE 12TH LAND DISTRICT OF LOWNDOS COUNTY, GEORGIA



**SURVEY DATA NOTE**  
 THE SOURCE OF THE TITLE DESCRIPTION FOR THE SUBJECT PROPERTY HEREON IS DEED BOOK 1308 PAGE 135. GRANTEE THEREIN IS GROVE POINT LLC.

DATE: 30 JANUARY 2020  
 APPROVED BY BOARD OF HEALTH, LOWNDOS COUNTY, GEORGIA  
 APPROVED BY COUNTY ENGINEER, LOWNDOS COUNTY, GEORGIA  
 DATE: 30 JANUARY 2020  
 APPROVED BY COUNTY ENGINEER, LOWNDOS COUNTY, GEORGIA  
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 DATE: 30 JANUARY 2020  
 APPROVED BY COUNTY ENGINEER, LOWNDOS COUNTY, GEORGIA  
 DATE: 30 JANUARY 2020



eFiled & eRecorded  
 DATE: 5/13/2022  
 TIME: 3:14 PM  
 PLAT BOOK: 000PCC  
 PAGE: 01247  
 RECORDING FEES: \$10.00  
 PARTICIPANT ID: 3174712.72  
 CLERK: Beth Greene  
 Lowndes County, GA  
 RECEIVED BY THE CLERK OF THE SUPERIOR COURT OF LOWNDES COUNTY, GEORGIA

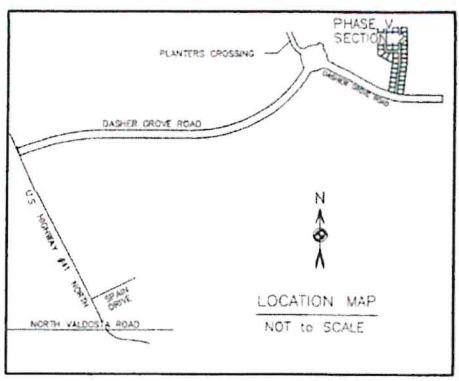


BEARINGS WERE CALCULATED FROM ANGLES TURNED AND ARE REFERENCED TO THE BASELINE BEARING TAKEN FROM PLAT OF SURVEY OF THE DASHER PROPERTY BY STAN FOLSON RECORDED 30 JUNE 1999.

ACCORDING TO THE FLOOD INSURANCE RATE MAP FOR LOWNDES COUNTY, GA & INCORPORATED AREAS MAP #121802116 EFFECTIVE DATE SEPTEMBER 26, 2008 THIS PROPERTY IS IN FLOOD ZONE "X" AN AREA DETERMINED TO OVERFLOW THE 0.25 ANNUAL CHANCE FLOODPLAIN.

I CERTIFY THAT ALL MEASUREMENTS ARE CORRECT AND 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 67,200" WITH AN ANGLE ERROR OF 1 SECOND PER ANGLE POINT AND WAS ADJUSTED BY COMPASS RULE. THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN 1" IN 66,900". MONUMENTS & PIN LOCATIONS ARE AS SHOWN ON THIS PLAT. EQUIPMENT USED: LEICA TOPCON 1203 ELECTRONIC TOTAL STATION, EPOS REALTIME NETWORK & 100 TAPE.

**LEGEND**  
 REBAR = CONCRETE REINFORCING BAR  
 R/C = WITH PLASTIC CAP  
 R/W OR R.O.M. = RIGHT OF WAY  
 C = CENTERLINE  
 S = SQUARE FEET  
 U = UTILITY EASEMENT  
 D = DRAINAGE EASEMENT  
 C.O. = CENTERED ON LOT LINE  
 B = VEGETATIVE BUFFER  
 5/8"x1/8" HIGH IRON PLACED W/C #2004  
 5/8" IRON REBAR FOUND W/C #2004  
 BM# = BENCHMARK - SEE BENCHMARK LIST FOR DETAILS & ELEVATIONS  
 \* = SURVEY MUST BE NOTICED BEFORE ROAD WORK AT TIME OF RESIDENTIAL CONSTRUCTION  
 --- = PROPERTY BOUNDARY SURVEYED  
 --- = ROAD R/W LINE  
 --- = GEORGIA LOWNDES COUNTY UNIFIED LAND DEVELOPMENT CODE APPROVED  
 The 13th day of May, 2022, 1:10 pm  
 File Number: SD-22022-01  
 Chairman, Technical Review Committee

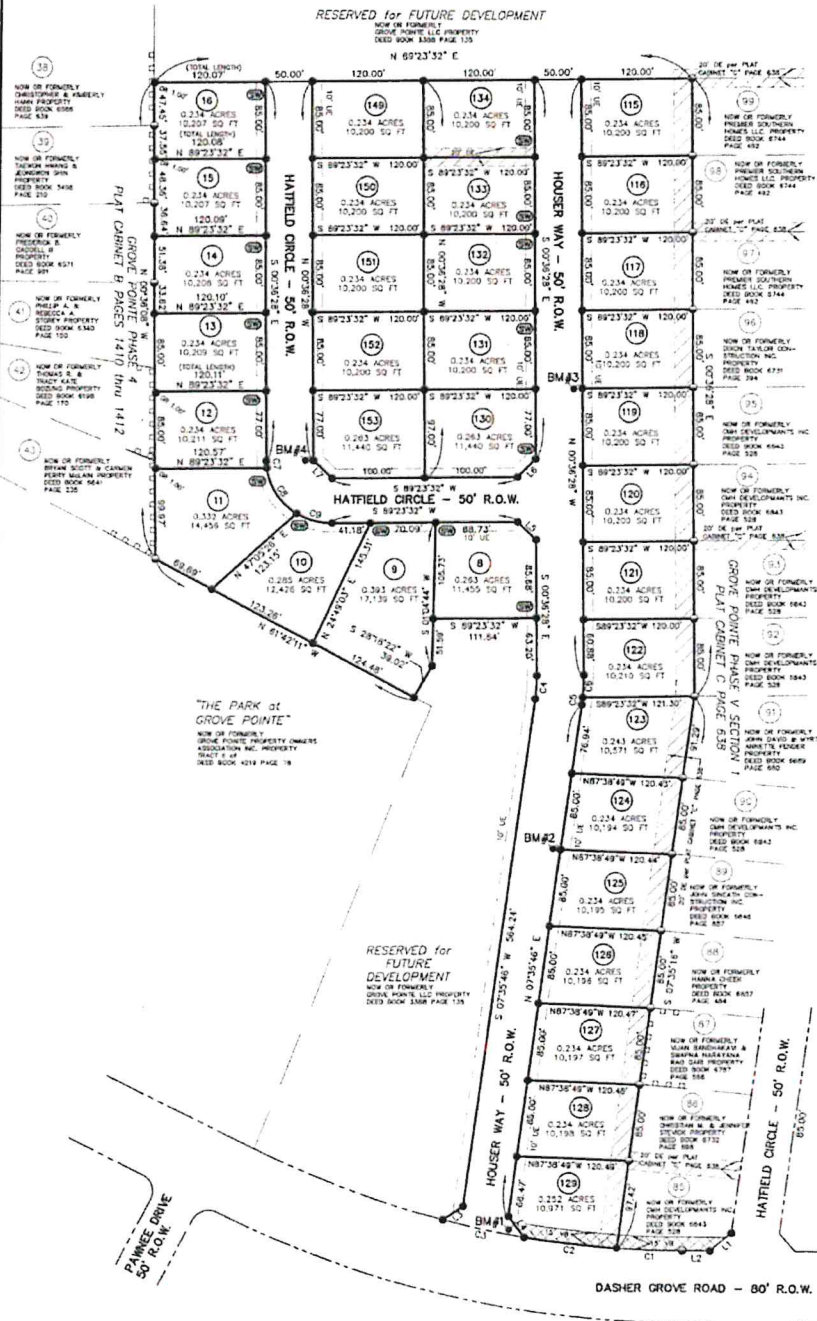


**LINE DATA**

L1	S 49°01'19" W	29.99'
L2	N 89°33'10" W	29.89'
L3	S 55°57'25" W	26.58'
L4	N 36°00'51" W	28.90'
L5	S 45°36'28" E	28.28'
L6	S 44°23'32" E	28.28'
L7	N 45°56'28" W	28.28'

**CURVE DATA**

C1	Ac=70.82'	C2	Ac=100.07'
Ro=1020.03'	Ro=1020.03'		
N 87°47'49" W	N 82°04'47" W		
Lo=70.81'	Lo=100.03'		
C3	Ac=90.18'	C4	Ac=1074.50'
Ro=1020.03'	Ro=175.00'		
N 77°39'12" W	S 03°28'39" W		
Lo=90.15'	Lo=25.04'		
C5	Ac=8.05'	C6	Ac=24.17'
Ro=225.00'	Ro=225.00'		
N 09°34'16" E	N 02°28'09" E		
Lo=8.05'	Lo=24.15'		
C7	Ac=8.01'	C8	Ac=61.74'
Ro=70.00'	Ro=70.00'		
S 03°33'15" E	S 32°24'04" E		
Lo=8.01'	Lo=65.72'		
C9	Ac=40.20'		
Ro=70.00'			
S 74°29'16" E			
Lo=38.65'			



**NOTES -**  
 - TOTAL NUMBER OF LOTS IN GROVE POINTE PHASE V SECTION 2 = 24 LOTS  
 - TOTAL ACRES = 10.674 ACRES.  
 - GROVE POINTE PHASE V SECTION 2 IS ON TAX MAP 72 AND IS PART OF PARCEL 191A.  
 - GROVE POINTE PHASE V SECTION 2 IS WITHIN 1000' OF LOWNDES COUNTY WATER & SANITARY SERVICE SYSTEMS AND IS CURRENTLY SERVED BY LOWNDES COUNTY WATER & SANITARY SERVICE.  
 - ALL PROPERTY FENCE PANELS SHALL BE INSTALLED A MINIMUM OF 4" FROM THE GROUND FOR DRAINAGE.  
 - 4" SIDEWALKS MUST BE INSTALLED ON SOME LOTS AT THE TIME OF CONSTRUCTION. SEE LEGEND FOR DETAILS.  
 - FOR REFERENCE ANY SETBACK VIOLATIONS (DRAINAGE, 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(B) OR TABLE 4.02(B)(2), OR SECTION 4.05.02(D).  
 - THIS SURVEY WAS PERFORMED AT THE REQUEST OF MR. TOM CRAW.  
 - ZONING: R-10  
 - \*MINIMUM FRONT BUILDING SETBACK: 30'  
 - \*MINIMUM SIDE YARD SETBACK ON CORNER LOT (STREETS) = 24'  
 - \*MINIMUM SIDE BUILDING SETBACK = 10'  
 - \*MINIMUM REAR BUILDING SETBACK = 30'  
 - EASEMENTS:  
 - \*10' UTILITY EASEMENT OUTSIDE OF AND ADJACENT TO BROWN CAT CIRCLE & HATFIELD CIRCLE  
 - \*15' VEGETATIVE BUFFER OUTSIDE OF AND ADJACENT TO DASHER GROVE ROAD  
 - \*DRAINAGE EASEMENTS AS PLATTED HEREON

WE, THE UNDERSIGNED OWNERS OF GROVE POINTE PHASE V SECTION 2 HEREBY OFFER TO DEDICATE AND/OR RESERVE FOR PUBLIC USE THE RIGHTS-OF-WAY, EASEMENTS, AND OTHER INTERESTS SHOWN ON THIS PLAT.

STAN FOLSON, G.S. RLS #2284  
 OWNER'S AGENT/REPRESENTATIVE

AS REQUIRED BY SUBSECTION (4) 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 15-6-97.

THE FOLLOWING GOVERNMENT AGENCIES HAVE APPROVED THIS PLAT FOR RECORDING:

APPROVED BY BOARD OF HEALTH, LOWNDES COUNTY, GEORGIA.  
 DATE: 05/13/2022 SIGNED: [Signature]  
 BOARD OF HEALTH REPRESENTATIVE

APPROVED BY COUNTY ENGINEER, LOWNDES COUNTY, GEORGIA.  
 DATE: 05/13/2022 SIGNED: [Signature]  
 COUNTY ENGINEER

APPROVED BY THE DIRECTOR OF ENGINEERING, LOWNDES COUNTY, GEORGIA.  
 DATE: 05/13/2022 SIGNED: [Signature]  
 DIRECTOR OF ENGINEERING

DATE: 05/13/2022 SIGNED: [Signature]  
 LOWNDES COUNTY UNIFIED LAND DEVELOPMENT CODE APPROVAL, CHAIRMAN, TECHNICAL REVIEW COMMITTEE

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

STAN FOLSON, G.S. RLS #2284  
 DATE: 11 MAY 2022

SURVEY DATA NOTE:  
 THE SOURCE OF THE TITLE DESCRIPTION FOR THE SUBJECT PROPERTY HEREON IS DEED BOOK 3383 PAGE 135. GRANTEE THEREIN IS GROVE POINTE LLC.

**BENCHMARK LIST**

BM1	200.80	FREE IRON PIN	- ELEVATION OF CENTER OF TOP NAIL
BM2	202.41	FREE IRON PIN	- ELEVATION OF CENTER OF TOP NAIL
BM3	202.08	FREE IRON PIN	- ELEVATION OF CENTER OF TOP NAIL
BM4	210.52	FREE IRON PIN	- ELEVATION OF CENTER OF TOP NAIL

FOLSON SURVEYING, LLC  
 ROLAND STAN FOLSON  
 GEORGIA RLS #2284  
 COA LSFP002216  
 1305 EDGEWOOD DRIVE  
 VALDOSTA, GA 31601  
 229 - 244 - 2920  
 folson22@bellsouth.net

GROVE POINTE  
 PHASE V SECTION 2  
 LOCATED IN LAND LOT #38 OF THE 12th LAND DISTRICT OF LOWNDES COUNTY, GEORGIA

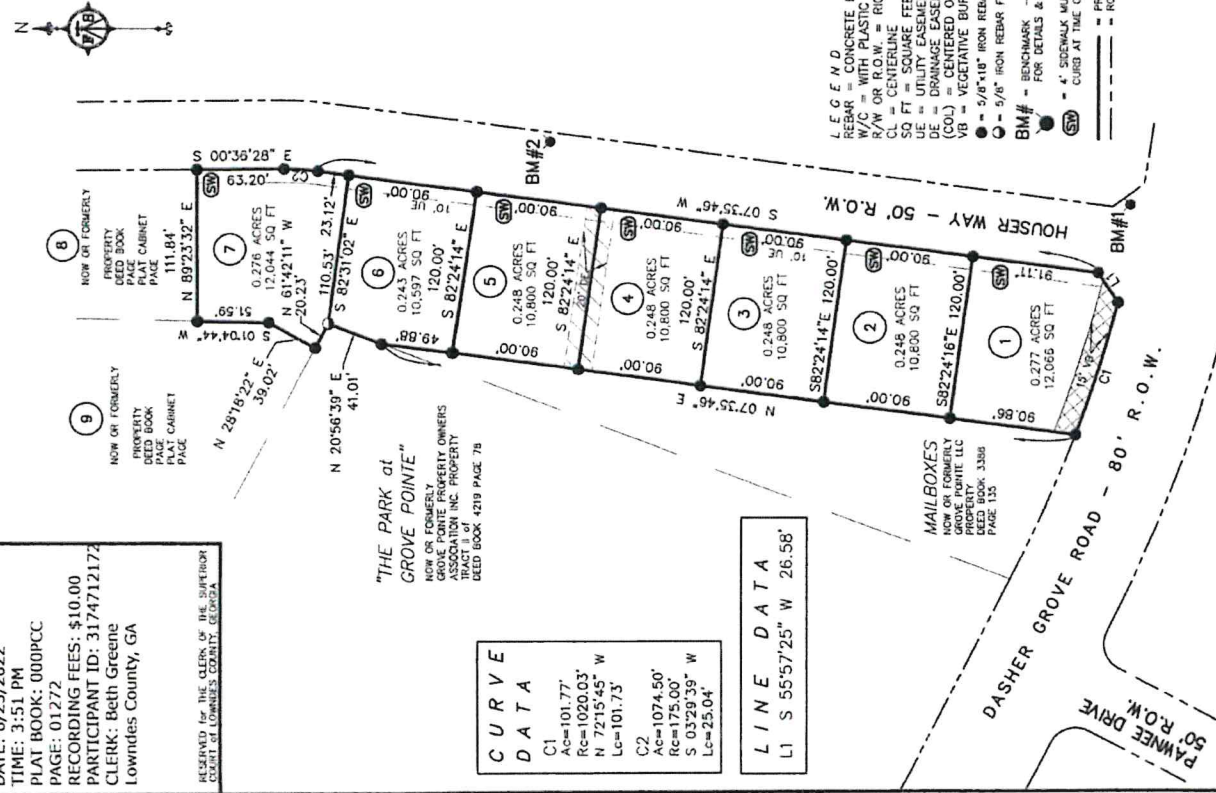


eFiled & eRecorded  
 DATE: 6/23/2022  
 TIME: 3:51 PM  
 PLAT BOOK: 000PCC  
 PAGE: 01272  
 RECORDING FEES: \$10.00  
 PARTICIPANT ID: 317471272  
 CLERK: Beth Greene  
 Lowndes County, GA

APPROVED FOR THE CLERK OF THE SUPERIOR COURT OF LOWNDES COUNTY, GEORGIA

**CURVE DATA**  
 C1  
 Ac=101.77'  
 R=1020.03'  
 N 72°15'45" W  
 Lc=101.73'  
 C2  
 Ac=1074.50'  
 R=175.00'  
 S 03°29'39" W  
 Lc=25.04'

**LINE DATA**  
 L1 S 55°57'25" W 26.58'



BEARINGS WERE CALCULATED FROM ANGLES TURNED AND ARE REFERENCED TO THE BASELINE BEARING TAKEN FROM PLAT OF SURVEY OF THE DASHNER PROPERTY BY STAN FOLSOM REVISED 30 JUNE 1959.

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

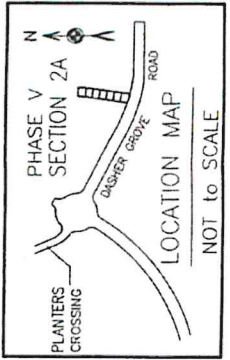
I CERTIFY THAT ALL MEASUREMENTS ARE CORRECT AND WERE OBTAINED FROM AN ACTUAL SURVEY OF THE PROPERTY MAP WHICH THIS PLAT IS BASED UPON. A CLOSURE PRECISION OF 1" IN 87,062' WITH AN ANGLE ERROR OF 1 SECOND PER ANGLE POINT AND WAS ADJUSTED BY COMPASS RULE. THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS BEING SUBMITTED WITHIN 1" IN 74,937'. MONUMENT & PIN LOCATIONS ARE AS IDENTIFIED ON THIS PLAT. \*EQUIPMENT USED: LEICA TOPCON 1203 ELECTRONIC TOTAL STATION, EOP'S REALTIME NETWORK & 100' TAPE.

"THE PARK at GROVE POINTE"  
 NOW OR FORMERLY GROVE POINTE PROPERTY OWNERS TRACT 119  
 DEED BOOK 4219 PAGE 78

**LEGEND**  
 REBAR = CONCRETE REINFORCING BAR  
 W/C = WITH PLASTIC CAP  
 R/W OR R.O.W. = RIGHT OF WAY  
 CL = CENTERLINE  
 SQ FT = SQUARE FEET  
 UE = UTILITY EASEMENT  
 DR = DRAINAGE EASEMENT  
 CO = CENTERED ON LOT LINE  
 VB = VEGETATIVE BUFFER  
 ● = 5/8" IRON REBAR PLACED W/C #284  
 ○ = 5/8" IRON REBAR FOUND W/C #284  
 BM# = BENCHMARK - SEE BENCHMARK LIST FOR DETAILS & ELEVATIONS  
 SW = 4" SIDEWALK MUST BE INSTALLED BEHIND ROAD CURB AT THE OF RESIDENTIAL CONSTRUCTION  
 --- = PROPERTY BOUNDARY SURVEYED  
 --- = ROAD R/W LINE

**NOTES**  
 - TOTAL NUMBER OF LOTS IN GROVE POINTE PHASE V IS 1,789 ACRES.  
 - GROVE POINTE PHASE V SECTION 2A IS ON TAX MAP 72 AND IS PART OF PARCEL 191A.  
 - GROVE POINTE PHASE V SECTION 2A IS WITHIN 1000' OF LOWNDES COUNTY WATER & SANITARY SEWER SYSTEMS, AND IS CURRENTLY SERVED BY ALL PRIVATE SEWER MAINS & SANITARY SEWER. ALL PRIVATE UTILITY MAINS & SANITARY SEWER. A MINIMUM OF 4" FROM THE GROUND FOR DRAINAGE. SIDEWALKS MUST BE INSTALLED ON FOR DRAINAGE.  
 - FOR REFERENCE, ANY SETBACK VIOLATIONS (DOWELLINGS, ACCESSORY BUILDINGS, SEPTIC SYSTEMS, WELLS, SIGNS, OR SWIMMING POOLS) 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 4.06.02(O). THIS SURVEY WAS PERFORMED AT THE REQUEST OF MR. TOM DALL.  
 - \*MINIMUM FRONT BUILDING SETBACK: 30' CORNER LOT (STREET) = 24'  
 - \*MINIMUM REAR BUILDING SETBACK = 10'  
 - \*MINIMUM SIDE BUILDING SETBACK = 30'  
 - \*EASEMENTS: EASEMENT OUTSIDE OF AND ADJACENT TO BROWN CAT CIRCLE & HATFIELD CIRCLE TO VEGETATIVE BUFFER OUTSIDE OF AND ADJACENT TO DASHNER GROVE ROAD  
 - \*DRAINAGE EASEMENTS AS PLATTED HEREON

GEORGIA, LOWNDES COUNTY UNIFIED LAND DEVELOPMENT CODE APPROVED This 2nd day of June, 2022, 3:47 pm  
 Stan Folsom, Chairman, Technical Review Committee



**BENCHMARK LIST**

BM1 200.80 FIRE HYDRANT - ELEVATION OF CENTER OF TOP NUT  
 BM2 203.41 FIRE HYDRANT - ELEVATION OF CENTER OF TOP NUT

WE, THE UNDERSIGNED OWNER(S) OF GROVE POINTE PHASE V, HEREBY OFFER TO DEDICATE AND/OR RESERVE FOR PUBLIC USE, HIGHWAY, EASEMENTS, AND OTHER GROUND SO SHOWN ON THIS PLAT.

STAN FOLSOM GA RFLS #2284 DATE 15 JUNE 2022  
 OWNER'S AGENT/REPRESENTATIVE

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 A BOARD OF HEALTH, LOWNDES COUNTY, GEORGIA, RECORDING AS EVIDENCED BY APPROVAL STAMPS, STAMPS, OR STATEMENTS HEREON, SUCH APPROVALS OR AFFIRMATIONS SHOULD BE CONFIRMED WITH THE APPROPRIATE GOVERNMENT 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 COMPLES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTERED 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 BOARD OF HEALTH, LOWNDES COUNTY, GEORGIA  
 DATE 06/23/2022 SIGNED Stan Folsom  
 BOARD OF HEALTH REPRESENTATIVE

APPROVED BY COUNTY ENGINEER, LOWNDES COUNTY, GEORGIA  
 DATE 06/23/2022 SIGNED Stan Folsom  
 COUNTY ENGINEER

APPROVED BY THE DIRECTOR OF ENGINEERING, LOWNDES COUNTY, GEORGIA  
 DATE 06/23/2022 SIGNED Stan Folsom  
 DIRECTOR OF ENGINEERING

DATE 06/23/2022 SIGNED Stan Folsom  
 LOWNDES COUNTY UNIFIED LAND DEVELOPMENT CODE APPROVAL, CHAIRMAN/TECHNICAL REVIEW COMMITTEE

THE APPROVAL SIGNATURE ABOVE WAS NOT IN PLACE WHEN THIS SURVEY WAS ISSUED, AND IS TO BE PROPERLY OBTAINED PRIOR TO RECORDING.  
 STAN FOLSOM GA RFLS #2284 DATE 15 JUNE 2022



**SURVEY DATA NOTE:**  
 THE SOURCE OF THE TITLE DESCRIPTION FOR THE SUBJECT PROPERTY HEREON IS DEED BOOK 3368 PAGE 135. GRANTEE THEREIN IS GROVE POINTE LLC.



PLAT DATE: 15 JUNE 2022

FILES: 15575-0606E PH V SEC 2A-LOTS 1 thru 7.dwg  
 SHEET #1 of 1

**GROVE POINTE PHASE V SECTION 2A**  
 LOCATED IN LAND LOT #38 OF THE 12TH LAND DISTRICT OF LOWNDES COUNTY, GEORGIA

FOLSOM SURVEYING, LLC  
 ROLAND STAN FOLSOM  
 GEORGIA RLS #2284  
 COA LSF000278  
 1309 EDGEWOOD DRIVE  
 VALDOSTA, GA. 31601  
 229 - 244 - 2920  
 folsom22@bellsouth.net



**ORDINANCE**

AN ORDINANCE (“TENTH AMENDMENT”) BEING THE TENTH AMENDMENT TO THAT CERTAIN ORDINANCE (“STREET LIGHTING ORDINANCE”) CREATING SPECIAL DISTRICTS FOR PROVIDING STREET LIGHTING THEREIN, FOR THE LEVY AND COLLECTION OF SPECIAL ASSESSMENTS TO PAY THE COST OF PROVIDING STREET LIGHTING THEREIN, AND FOR OTHER PURPOSES, ADOPTED BY THE BOARD OF COMMISSIONERS OF LOWNDES COUNTY ON MARCH 27, 2018.

WHEREAS, Tom Call, (“Petitioner”) submitted to the County Manager Petitions for the Addition of Lots 1 through 16, 40 through 99, 115 through 134, and 149 through 153 of the Grove Pointe Subdivision, Phase V, Sections 1 and 2, to the Basic Decorative Street Lighting District for the purpose of such Lots receiving Basic Decorative Street Lighting (the “Petition”; copies of which are attached hereto as Attachment I);

WHEREAS, Notice of the Petitions and the public hearing before the Board of Commissioners at which the Petitions are presented was published in the official legal organ of Lowndes County at least one time no less than ten (10) days prior to such public hearing; and

WHEREAS, the Petitions are found to meet the requirements of the Street Lighting Ordinance for presentation to the Board of Commissioners for its consideration and approval, including without limitation pursuant to Section 7(t) of the Street Lighting Ordinance.

NOW, THEREFORE, BE IT ORDAINED by the BOARD OF COMMISSIONERS OF LOWNDES COUNTY, GEORGIA (“Board of Commissioners”), and it is hereby ordained by authority of the same, including without limitation, pursuant to the lawful authorities cited in the Street Lighting Ordinance, as follows:

1. The Street Lighting Ordinance is hereby amended as follows:
  - a. The Petition is hereby accepted and approved, the Lots set forth in the Petition are hereby added to the Basic Decorative Street Lighting District, and such Lots shall receive as of the Commencement Date Basic Decorative Street Lighting pursuant to the terms, conditions and requirements (including without limitation the levy and collection of a special assessment which is a lien against each Lot) of the Street Lighting Ordinance.
  - b. To reflect such addition of the Lots set forth in the Petition to the Basic Decorative Street Lighting District, the page “Exhibit B - Basic Decorative – North West Lowndes County 2 – Revised 1/2021” of the Street Lighting Ordinance is hereby deleted in its entirety and replaced with the page “Exhibit B - Basic Decorative – North West Lowndes County 2 – Revised 8/2022” attached as Attachment II to this Tenth Amendment.

2. Capitalized terms not otherwise defined in this Tenth Amendment shall have the same meaning as ascribed to them in the Street Lighting Ordinance, unless the context herein clearly requires otherwise.
3. The singular and plural in this Tenth Amendment each includes the other unless the other is expressly excluded.
4. Each separate provision of this Tenth Amendment is deemed independent of all other provisions herein so that if any portion or provision of this Tenth Amendment is declared invalid or unconstitutional by a court of competent jurisdiction, all other provisions therein shall remain valid and enforceable without regard to the section, subsection, paragraph, or part invalidated or held unconstitutional.
5. All terms, conditions, and provisions of the Street Lighting Ordinance as amended in and by this Tenth Amendment are hereby ratified and confirmed and shall remain in full force and effect.
6. All ordinances and resolutions of the Board of Commissioners, or parts of ordinances and resolutions of the Board of Commissioners, in conflict herewith are hereby repealed.
7. This Ordinance shall be effective as of the date it is approved by the Board of Commissioners.

IT IS SO ORDAINED, this \_\_\_ day of \_\_\_\_\_, 2022.

BOARD OF COMMISSIONERS OF LOWNDES COUNTY

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

ATTEST: \_\_\_\_\_  
Belinda Lovern, County Clerk



# LOWNDES COUNTY BOARD OF COMMISSIONERS SPECIAL LIGHTING DISTRICT PETITION

By Georgia law, Lowndes County is allowed to **establish special lighting districts** for the purpose of streetlights. In such districts, individual property owners pay for the installation cost of streetlights and then pay ongoing maintenance costs as a part of their annual property tax statement. The ongoing maintenance cost of street lighting is determined according to whether the district is designated a Standard, Basic Decorative, or Enhanced Decorative district. **The cost for installation is a one-time upfront cost determined by the electric service provider and paid directly to the electric service provider. Standard districts are assessed \$ 37.50 per parcel annually. Basic Decorative districts are assessed \$ 61.50 per parcel annually, and Enhanced Decorative Districts are assessed \$115.00 per parcel annually.** This petition requires the signatures of at least 2/3's or (67%) of the property owners within the proposed district **indicating support** of the Special Lighting District. When the County Manager's Office receives the **\$200 application fee, a plat of the subject district, and this petition**, the names of those who signed shall be verified to assure that they match the names of the property owners in the proposed district. An advertisement in the Valdosta Daily Times shall run at least one time no less than 10 days prior to the public hearing. After the legal advertisement has been run, the Lowndes County Board of Commissioners shall review the district and determine whether or not to accept said district. For questions, concerns, or suggestions please contact the Lowndes County Planning Division at (229) 671-2424. This petition shall be signed to establish this type of lighting: *(Please mark one of the following)*

Standard       Basic Decorative       Enhanced Decorative

The benefited properties are in or along (Subdivision Name or Road): GROVE POINTE PHASE S

Electric Service Provider EMC Installation Cost to be paid by Developer

Point of Contact: Tom Carr Telephone # 560 8550 E-Mail Address thomasb.carr@gmail.com  
 Printed Name \_\_\_\_\_ Date Submitted 6-28-22

**Restrictions:**

- Only Official Lowndes County Special Lighting District Petitions will be accepted.
- Only property owners need to sign this petition.



The intent of this petition is to gather signatures from property owners indicating support of a Special Lighting District for the purpose of streetlights. An annual assessment in the amount of \$ \_\_\_\_\_ will be levied on each property in the District by way of the annual property tax statement. This petition requires the signatures of at least 2/3 (or 67%) of the property owners within the proposed district indicating support for the Special Lighting District.

Printed Name	Signature	Street Address/Lot #	Daytime Telephone #	E-Mail Address	Date Signed
3 lots	<i>[Signature]</i>	4868 Broom CAT	225 740 1802	james.gnaulich@y.com	12/9/21
4 lots	<i>[Signature]</i>	4860 + 4856			
5 lots	<i>[Signature]</i>	4812, 4816, 4849 Broom CAT	563-3147	blake@blake-tyler-homes.com	12/9/21
7 lots	<i>[Signature]</i>	4924 Hatfield			
7 lots	<i>[Signature]</i>	4808, 4820, 4824 Broom CAT	460-2894	ggs55.fair@ign.com	12/9/21
7 lots	<i>[Signature]</i>	4936, 4945 Hatfield			
7 lots	<i>[Signature]</i>	4904, 4944, 4957, 4953, 4949 Hatfield			
2 lots	<i>[Signature]</i>	4832, 4852 Broom CAT	2631602	turn@westcoast.com	12/9/21
4 lots	<i>[Signature]</i>	4837 Broom CAT	4920 Hatfield	300-1745	turn@tillam-homes.com
4 lots	<i>[Signature]</i>	4917, 4913, 4909 Hatfield	292-8420	john@darwin-holdings.com	12/9/21
6 lots	<i>[Signature]</i>	4809 Broom CAT			
	<i>[Signature]</i>	4941 Hatfield	300-3034	billgaskins@chrismail.com	12/9/21
	<i>[Signature]</i>	4937, 4933, 4929, 4924, 4901 Hatfield			
	<i>[Signature]</i>	41 lots To be recorded	1/22		
	<i>[Signature]</i>	5606550		thomascb@jmail.com	12/9/21
72 lots out of 104					







Exhibit B - Basic Decorative - North West Lowndes County 2 - Revised 8/2021



LOWNDES COUNTY BOARD OF COMMISSIONERS  
COMMISSION AGENDA ITEM

SUBJECT: QPublic Appeals Module

DATE OF MEETING: August 23, 2022

Work Session/Regular Session

BUDGET IMPACT: \$46,188.00

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: QPublic Appeals Module

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HISTORY, FACTS AND ISSUES: Lowndes County currently utilizes Qpublic and has for years. QPublic is an interactive public access tool that allows users to view County and City information, public records and Geographic Information Systems (GIS), via an online portal. The new addition is an online Appeal module, that will allow the public to research and submit an appeal electronically.

Budget Impact / Payment Schedule:

Year 1 September 1, 2022 - June 30, 2023

\$10,776.00 Remaining Balance

(Setup: \$4,416.00 plus hosting: \$14,320.00 (prorated) = \$18,736.00

Less \$7,960.00 previously invoiced for September 1, 2022 - June 30, 2023

Year 2 July 1, 2023 - June 30, 2024

\$17,532.00

Year 3 July 1, 2024 - June 30, 2025

\$17,880.00

The Lowndes County Board of Commissioners' approval of the agreement with Schneider Geospatial, LLC is requested.

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

RECOMMENDED ACTION: Approve

DEPARTMENT: Board of Assessors

DEPARTMENT HEAD: Lisa Bryant

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:





## PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into by and between **Schneider Geospatial, LLC**, also doing business as **qPublic** and **qPublic.net**, a Delaware Limited Liability Company, whose place of business is 8901 Otis Avenue, Suite 300, Indianapolis, IN 46216 ("PROFESSIONAL") and **Lowndes County, Georgia Board of Tax Assessors**, whose place of business is: 302 North Patterson Street, Valdosta, GA 31601 ("CLIENT").

### 1 Services.

PROFESSIONAL shall provide CLIENT with the following services ("Services"):

*qPublic.net RENEWAL + Add-ons: Account Management, Assessment Appeal, Assessment Layers, Comparable Search with Export, Form with JotForm.*

NOTE: This agreement replaces all previous agreements between PROFESSIONAL and CLIENT.

#### A. qPublic.net Portal Development

Development of a publicly accessible (or restricted access if chosen) web-based property information portal featuring land assessment, taxation, CAMA, and digital map data utilizing existing real estate and GIS datasets provided to PROFESSIONAL by CLIENT. This site will include the following:

- a. Property ownership, location, valuation, recording, and tax information from CLIENT's property tax administration system.
- b. Detailed residential, commercial, and agricultural land and improvements information from CLIENT's CAMA real estate system (WinGAP).
- c. Property sales history from CLIENT's CAMA real estate system (if available).
- d. Property sketches (if available and provided by CLIENT in a web-friendly image file format).
- e. Property photos (if available and provided by CLIENT in a web-friendly image file format).
- f. Esri compatible vector and raster spatial data from CLIENT's existing GIS data sources.
- g. Interactive GIS mapping interface including navigation tools such as zoom in, zoom out, dynamic and fixed panning, feature selection and query, interactive overview map, and legend. Also included are map tools to measure distance and area, buffer selected features, zoom to scale, identify features, and map printing to multiple paper sizes.
- h. Dynamic relationship between parcel reports and an Internet map service. This will allow the user to search for a property and be taken directly to the queried parcel on the map, and alternatively select a parcel on the map and be taken directly to the specific report(s) associated with the parcel.
- i. Additional features are available to all real estate web site clients, including multiple search criteria, dynamic user help guides, CLIENT contact information, and user feedback forms.
- j. PROFESSIONAL will provide an automated routine to transfer data from CLIENT's local computer data sources to PROFESSIONAL's servers over a high-speed Internet connection. This automated routine can be scheduled to update data to the website on a regular basis.
- k. Additional components elected by CLIENT:

##### i. Account Management

This add-on will allow CLIENT's qPublic.net website administrator to manage user roles, permissions and expiration of user accounts for subscriptions and internal staff users.

##### ii. Assessment Appeal

PROFESSIONAL will implement the Assessment Appeal module on CLIENT's qPublic.net web portal which will allow users to generate and submit assessment appeals to CLIENT from the qPublic.net web interface. Specific functionality will include the following:

- 1) **Appeal Initiation** – A new module will be added to the Parcel Report tab which presents an option for the user to create an assessment appeal petition for the selected property.

HEADQUARTERS  
Historic Fort Harrison  
8901 Otis Avenue, Suite 300  
Indianapolis, IN 46216

Ankeny, Iowa  
1450 South West Village Parkway  
Suite 200  
Ankeny, IA 50009

- 2) **Appeal Type Selection and Entry Forms** – This module will allow the user to choose one or more of the following grounds for appeal:
  - a) **Value**
    - i) This option will take the user through a comparable search workflow (defined in item three (3)).
  - b) **Uniformity**
    - i) This option will take the user through a comparable search workflow (defined in item three (3)).
  - c) **Taxability**
  - d) **Exemption Denied**
  - e) **Breach of Covenant**
  - f) **Denial of Covenant**
- 3) **Comparable Search** – After choosing the option from item 2a or 2b, above, the user will be taken to the Comparable Search form.
  - a) The Comparable Search form will display values from the selected property and auto-set comp search criteria.
  - b) The Comparable Search form will include the following search criteria:
    - i) Distance from Subject Property
    - ii) Neighborhood (default use criteria)
    - iii) Property Type
    - iv) Acres
    - v) Finished Sq. Ft.
    - vi) Year Built
    - vii) Value (default use criteria)
    - viii) Sale Price
    - ix) Sale Date (default use criteria)
- 4) **Comparable Results** – After the user clicks the Search button on the Comparable Search form, the user will see the Comparable Results list with the following features:
  - a) An instructions module to instruct the user that they may choose up to five (5) comparable properties to include on their appeal.
  - b) Checkboxes on the Comparable Results table to allow the user to select up to five (5) comparable properties. The table will restrict the user from selecting more than five (5) properties.
  - c) After the user has selected their comparable properties, they will click a button to "Select checked items for report".
- 5) **Appeal Form** – The Appeal form will ask the user to enter the following information. A list of the user's selected comparable properties will also be included on the Appeal form if the user selected properties in the Comparable Search step.
  - a) Owner's Assertion of Value (*required*)
  - b) Property Owner Comments
  - c) Contact Information
    - i) Contact Number (*required*)
    - ii) Work Phone
    - iii) Email Address
  - d) Agent Information (if an agent is submitting the appeal on an owner's behalf)
    - i) Agent's Name
    - ii) Agent's Address
    - iii) Agent's Phone Number
    - iv) Agent's Email
  - e) Select Appeal Option
    - i) BOE: appeal to the county Board of Equalization with appeal to the Superior Court (any/all grounds) – *Default selected option.*
    - ii) ARBITRATION: To arbitration with an appeal to the Superior Court (valuation is the only grounds that may be appealed to arbitration).



- iii) HEARING OFFICER: For 1-nonhomestead real property (and contiguous real property) or 2-wireless personal property account(s) with a FMV in excess of \$500,000, to a hearing officer with appeal to Superior Court (value and uniformity grounds only).
    - iv) SC: Directly to the Superior Court (requires consent of BOA) (any/all grounds).
  - 6) **File Attachment Option** – The workflow will include an option for the user to upload existing electronic files to support their appeal, such as owner's authorization of agent, a fee appraisal document, pictures, scanned or other file documents, and videos.
  - 7) **Appeal Application Form** - The Appeal Application Form will be generated as a PDF document with relevant information automatically inserted on the form. Specific auto-inserted items include the following:
    - a) Property Owner Name
    - b) Address
    - c) City, State, Zip
    - d) Phone Number(s)
    - e) Email Address
    - f) Property / Appeal Type
    - g) Property ID Number
    - h) Account Number
    - i) Property Description
    - j) Selected Grounds for Appeal
    - k) Selected Appeal Option
    - l) Owner's Value Assertion
    - m) Property Owner Comments
    - n) Property Class
    - o) Signature
    - p) Date
    - q) Agent's Info (if included)
    - r) Previous Year's Value
    - s) Current Year's Value
    - t) Include a signature block that allows the user to enter an on-screen signature.
    - u) If Comparable Properties were selected by the applicant:
      - i) Include parcel reports for the subject property and each comparable property – numbered (Comp #1, Comp #2, Comp #3...).
      - ii) Include a map of property locations – labeled Comp #1, Comp #2, Comp #3...
  - 8) **Submit the Appeal Petition** – After the user has reviewed and completed their Assessment Appeal, they will click a submit button to send the Assessment Appeal notification to CLIENT's designated representative via email. This page will also give the user the option to print and save their own copy of the Appeal and download attached documents. The ability to submit an appeal will be restricted to dates defined by CLIENT.

iii. **Assessment Layers Creation**

Assessment layers creation is the process of building up to six (6) pre-approved GIS data layers from CLIENT's real estate data or tax systems to CLIENT's qPublic.net and keep the attribute information up to date. The qPublic.net assessment layers creation process uses an automated routine that typically runs on a regular schedule kicked off by PROFESSIONAL's DataETL process. Common network administration activities, such as computer replacements, system upgrades, password resets, database year rollovers, and others, may affect the process, and this requires continual maintenance effort by PROFESSIONAL's support team. Additional charges may apply if backfill is not currently set up or is a new installation.

iv. **Comparable Search**

PROFESSIONAL will add the Comparable Search Add-On feature to CLIENT's qPublic.net website. This feature will include modules that allow users to search for comparable properties based on data from the CLIENT's existing real estate property and sales records.



v. **Comparable Search Results Export**

PROFESSIONAL will provide implementation services to deploy the qPublic.net Comparable Search Data Export module to CLIENT's existing qPublic.net website. This module will allow users to download a digital copy of the Comparable Search Results data in Microsoft Excel compatible .xls or .csv file formats.

Contents of the data export file will include the same data columns and records as are displayed on the CLIENT's qPublic.net site's Comparable Results tab following the user's Comparable Search.

vi. **Forms & JotForm License (1 License)**

PROFESSIONAL will add web pages representing the following property tax deduction application forms. All forms will be accessible from CLIENT's qPublic.net website.  
- Homestead Exemption Form

Forms will include automatic population of relevant data fields for selected parcels, using information from the qPublic.net database. Application form fields and content will be based on the State of Georgia's existing, standardized application forms; however, layout of the forms may have differences between the State of Georgia's PDF form and the web form on qPublic.net.

The Beacon/qPublic.net forms add-on will leverage a third-party online form data management system, named JotForm, for secured data storage and access. JotForm may require CLIENT's staff to use a separate login to access and download submitted forms' data. PROFESSIONAL and CLIENT agree to JotForm Inc's Terms of Use at <https://jotform.com/terms> and Privacy Policy at <https://jotform.com/privacy>. JotForm License Fee is subject to change and may require a change to this agreement, or a replacement agreement, prior to the end of this agreement's term.

B. **Portal Hosting and Maintenance**

PROFESSIONAL shall host and maintain the above-described portal(s) for the term of this Agreement.

PROFESSIONAL's web data server environment is based in a cloud computing service residing in data centers managed by third-party hyper-scale cloud providers. Site improvements and modifications, including functionality enhancements to the core product may be made periodically. If the CLIENT is charging fees for use of the system, any and all disputed charges are the responsibility of the CLIENT. Certain onsite hardware and software configurations may require additional third-party software (not included in this Statement of Work). Services also include monitoring of PROFESSIONAL's web servers on a twenty-four/seven (24/7) basis; however, because of infrastructure issues beyond the control of PROFESSIONAL's staff, web services are not guaranteed to be available twenty-four) 24 hours per day, seven (7) days per week.

Other Fixed Fee phases of this project may be developed during the course of this agreement. Once the estimates are accepted by CLIENT, an Authorization to Proceed will have to be signed and submitted before work will begin.

2 **Payment for Services.**

CLIENT shall compensate PROFESSIONAL for the Services as follows:

A. **Product/Service**

a. <b>One-time Setup Cost:</b>	<b>\$4,416</b>
Setup items:	
Assessment Appeal:	Included
Assessment Layers (6):	Included
Comparable Search Report Export:	Included
<u>Forms: Homestead Exemption:</u>	<u>Included</u>
Subtotal:	\$5,520
<u>Discount:</u>	<u>-\$1,104</u>
Total:	\$4,416

**b. Annual Hosting:**

Hosting items:

Core Hosting:	Renewal
Map:	Renewal
Static Pages:	Renewal
Account Management:	Included
Assessment Appeals:	Included
Assessment Layers (6):	Included
Comparable Search:	Included
JotForm License (1):	Included
Forms – Homestead Exemption:	Included

Annual Hosting Cost:

Amounts for Year 1:

Subtotal:	\$20,088
Discount:	<u>-\$2,904</u>
Total:	\$17,184

Amounts For Year 2:

Subtotal:	\$20,436
Discount:	<u>-\$2,904</u>
Total:	\$17,532

Amounts for Year 3:

Subtotal:	\$20,784
Discount:	<u>-\$2,904</u>
Total:	\$17,880

**B. Payment Schedule**

<b>Year 1</b>	<b>September 1, 2022 – June 30, 2023:</b>	<b>\$10,776 remaining balance</b>
	<i>(Setup: \$4,416 + Hosting: \$14,320-prorated = \$18,736 less: \$7,960 previously invoiced on INV-11058 for September 1, 2022 – June 30, 2023)</i>	
<b>Year 2</b>	<b>July 1, 2023 – June 30, 2024:</b>	<b>\$17,532</b>
<b>Year 3</b>	<b>July 1, 2024 – June 30, 2025:</b>	<b>\$17,880</b>

Invoicing will be done on an annual basis at the beginning of the term unless otherwise specified. The invoice shall indicate the payment due date.

The Initial Term of this Agreement shall begin September 1, 2022, and end June 30, 2025.

*If the CLIENT cancels the agreement without cause before end of initial term, any waived discounts and promotional fees will be included in the final invoice.*

Balances due thirty (30) days after the due date for non-government clients and sixty (60) days after the due date for government clients shall be assessed an interest rate of 1½% per month (18% per year). CLIENT agrees to pay for any and all costs of collection including, but not limited to interest, lien costs, court costs, expert fees, attorney's fees and other fees or costs involved in or arising out of collecting any unpaid or past due balances, including late fees or penalties. If payment is not received within thirty (30) days of the due date, PROFESSIONAL reserves the right, after giving seven (7) days written notice to CLIENT, to suspend services to CLIENT or to terminate this Agreement.

**3 Terms of Service.** Each party's rights and responsibilities under this Agreement are conditioned upon and subject to the Terms of Service (version 12.12.18) attached hereto as Exhibit A. By executing this Agreement,



PROFESSIONAL and CLIENT each acknowledges that it has read the above-described Terms of Service and agrees that such Terms of Service are incorporated herein and made a part of this Agreement. PROFESSIONAL reserves the right to update or modify the Terms of Service, provided that (a) PROFESSIONAL shall provide written notice to CLIENT of the modified Terms of Service at least sixty (60) days prior to the expiration of the Initial Term (or any successive term); (b) such modified Terms of Service will only take effect during the next renewal and/or successive term of the Agreement; (c) if CLIENT does not agree to the modified Terms of Service, CLIENT can issue a written notice of termination for the next renewal/successive term as provided in Paragraph 4; and (d) if CLIENT does not exercise its termination right, then such modified Terms of Service shall be deemed to be accepted and made part of this Agreement.

#### **4 Term, Termination and Renewal.**

The Initial Term of this Agreement shall be defined in the Scope of Services or Payment Schedule above. If the services provided are for an annual rate and extend for multiple years, PROFESSIONAL will prorate the first year of the agreement to match the fiscal year for the CLIENT, followed by consecutive, twelve (12) month periods. This Agreement shall automatically renew for successive terms which consist of a twelve (12) month period, subject to earlier termination as set forth in this Agreement. Notwithstanding anything herein to the contrary, per OCGA 36-60-13(a), (a) this Agreement shall terminate absolutely and without further obligation on the part of CLIENT at the close of the fiscal year in which it was executed and the close of each succeeding fiscal year for which it may be renewed, (b) this Agreement shall automatically renew unless CLIENT notifies PROFESSIONAL in writing sixty (60) days prior to the close of the then current fiscal year that the Agreement shall terminate, and (c) title to any supplies, materials, equipment, or other personal property shall remain in PROFESSIONAL until fully paid by CLIENT.

If this Agreement is terminated without cause by CLIENT, any unexpired waived or discounted fees or specified promotional items provided by PROFESSIONAL shall be invoiced by PROFESSIONAL and paid by CLIENT. PROFESSIONAL reserves the right to update the pricing applicable to this Agreement, subject to prior agreement by CLIENT, after the initial term for any renewal terms and/or any subsequent terms occurring after the initial term of the Agreement; PROFESSIONAL shall provide sixty (60) days prior written notice to CLIENT of any such pricing adjustments applicable to any such renewal and/or subsequent terms.

**5 Additional Data Hosting.** PROFESSIONAL's website hosting services allow for storage of up to ten (10) Gigabytes of data and files to include as content for CLIENT's website hosted in PROFESSIONAL's web data server environment. Additional storage and transfer requirements may be negotiated, at PROFESSIONAL's discretion, if CLIENT decides to add additional content to the website – such as orthophotos, scanned documents, etc.

**6 Assignment.** Neither PROFESSIONAL nor CLIENT shall assign or transfer any rights under or interest in this Agreement without the prior written consent of the other of them; except that PROFESSIONAL may assign this Agreement without prior consent of the CLIENT in the event of a merger, acquisition, or change in ownership of PROFESSIONAL. PROFESSIONAL may employ qualified consultants or subcontractors to assist PROFESSIONAL in the performance of the Services; provided, however, that PROFESSIONAL shall remain primarily liable for the work, supervision, and compensation of any such consultants or subcontractors.

**7 Rights and Benefits.** Nothing in this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than CLIENT and PROFESSIONAL. CLIENT and PROFESSIONAL expressly state there are no third-party beneficiaries to this Agreement.

**8 Successors.** This Agreement is binding on the partners, successors, and permitted assigns of both parties.

9 **Applicable Law.** The terms and conditions of this Agreement are subject to and governed by the laws of the State of Georgia without regard to its choice of law provisions. The services and other items provided by PROFESSIONAL pursuant to this Agreement and its performance of this Agreement shall comply with all applicable laws, rules, and regulations.

10 **Time of the Essence.** Time is of the essence with respect to all provisions of this Agreement.

11 **Georgia Illegal Immigration Reform and Enforcement Act.** The attached Exhibit B, "Contract Addendum – Georgia Illegal Immigration Reform and Enforcement Act," is an integral part of this Agreement, and the terms and conditions of which shall be performed and carried out by the Parties as its terms provide.

IN WITNESS WHEREOF, the Parties have executed this Agreement by affixing their signatures below, effective the 1<sup>st</sup> day of September, 2022.

**PROFESSIONAL:**

Schneider Geospatial, LLC

By: [Signature]

Print: Jeff Corris / GISP

Title: President

Date: 8/4/2022

**CLIENT:**

Lowndes County, Georgia Board of Tax Assessors

By: [Signature]

Print: Felicia Williams

Title: Chair

Date: 8-4-2022

**Approved by:**

Lowndes County Board of Commissioners

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

Print: Bill Slaughter, Chairman

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



## Exhibit "A"

### Schneider Geospatial (qPublic) Terms of Service

version 12.12.18 (as modified herein)

We (Schneider GeoSpatial and Schneider GeoSpatial doing business as qPublic and qPublic.net) entered into a written Professional Services Agreement (the "agreement") with you to provide certain services. The agreement provides that these Terms of Service are incorporated into and made a part of the agreement. PROFESSIONAL reserves the right to update or modify the Terms of Service, provided that (a) PROFESSIONAL shall provide written notice to CLIENT of the modified Terms of Service at least sixty (60) days prior to the expiration of the Initial Term (or any successive term); (b) such modified Terms of Service will only take effect during the next renewal and/or successive term of the Agreement; (c) if CLIENT does not agree to the modified Terms of Service, CLIENT can issue a written notice of termination for the next renewal/successive term as provided in Paragraph 4 of the Agreement; and (d) if CLIENT does not exercise its termination right, then such modified Terms of Service shall be deemed to be accepted and made part of this Agreement.

#### A) Your Responsibilities.

To the extent required for us to render services to you, you shall do the following in a timely manner so as not to delay the services: (1) Designate a person to act as your representative with respect to the services. (2) Provide all criteria and full information as to your requirements for the services. (3) Provide to us all information and data required to complete the services or provide regular remote access to requested databases and IT infrastructure as requested by us. (4) Give prompt written notice to us whenever you observe or otherwise becomes aware of any development that affects the scope or timing of the services, or any defect or nonconformance in the work of us or any of our subcontractors or consultants. Likewise, we shall give prompt written notice to you whenever we observe or otherwise become aware of any development that materially affects the scope or timing of the services, or any material defect or nonconformance in the work of us or any of our subcontractors or consultants.

#### B) Limitation of Liability and Responsibilities.

To the fullest extent permitted by law, each of us shall defend, indemnify and hold the other harmless from all claims, demands, suits, causes of action, losses, damages, liabilities, costs and expenses, including but not limited to attorney's fees, expert fees and consulting fees, which either of us may suffer or sustain arising out of, related to or resulting from the other's acts or omissions arising from or relating to the performance of the agreement or its terms and conditions. Nothing contained in this paragraph, however, shall be construed to release us from liability for failure to properly perform our duties and responsibilities under the agreement.

We shall perform the services in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently providing similar services under similar circumstances. Our standard of care should not be construed as a warranty, either express or implied, of the services, as we make no guarantee or warranty, express or implied, in fact, or by law, or otherwise concerning the services. Neither of us shall hold the other liable for damages or delays in performance caused by events beyond our or your, as the case may be, control, including, but not limited to weather, information acquisition, and communications. Upon receipt of written notice from you of any contentions that our services do not meet the foregoing standard of care, we will use reasonable efforts to correct any interruptions and errors in delivering the services and any defects in proprietary material.

Further, in recognition of the relative risks and benefits of the services to both you and us, the risks have been allocated such that you and we knowingly and willingly agree, to the fullest extent permitted by law, that our and your total liability one to the other, with respect to any acts or omissions by us, our subcontractors or consultants, or you to us, including, but not limited to, breach of the agreement, breach of warranty (whether express or implied), negligence, indemnity, or any

other legal theory, shall not exceed, in the case of our liability to you, \$50,000, the cost to cure the act or omission, or the total compensation received by us, whichever is less, or, in the case of your liability to us, \$50,000 or the total compensation payable by you, if all required payments have not yet been made, for the services rendered pursuant to the agreement, whichever is less; provided, however, that this limitation of liability shall not apply to your payment obligation to us or otherwise limit the amounts owed by you under the agreement. This limitation of liability is a material inducement to both of us to enter into the agreement. In no event shall either you or we be liable to the other for any consequential, incidental, special, indirect or punitive damages arising out of the performance of the agreement. Nothing in the agreement shall be construed to effect a waiver of any sovereign immunity or any other immunity available to CLIENT and/or its agents or employees.

#### **C) Insurance Coverage.**

We shall, at our own expense, maintain in effect during the term of the agreement, the following insurance with limits as shown or greater:

**General Liability** – (including automobile) combined single limit of \$1,000,000.00

**Worker's Compensation** – statutory limit; and

**Professional Liability** – for protection against claims arising out of the performance of professional services caused by negligent error, omission, and/or act in the amount of \$2,000,000.00 per claim and \$4,000,000.00 in aggregate.

We shall provide Certificates of Insurance indicating the aforesaid coverage upon your request.

#### **D) Computer Files.**

This paragraph sets forth the terms and conditions relating to the provision by us of any and all electronic media or computer readable information, including software, databases, and information compilations (hereafter "Computer Files") in connection with the services provided by us to you. Geographic Data Layers and other data converted from your source documents are considered your property ("Raw Data").

1. You acknowledge that the Computer Files are protected by trade secret, copyright, and other proprietary rights, and title and ownership of these rights and in the Computer Files remain with us. We retain all rights to the software, methodologies, and procedures utilized or developed by us in rendering our services for you. We license you to use the Computer Files in the manner set forth in the agreement, but we reserve any and all rights not expressly granted. The Computer Files may not be used by you for purposes beyond those set forth in the agreement, and we reserve the right to revoke the license if, in good faith, we deem that such use has or will occur.
2. To the extent the Computer Files include any trade secret or other confidential information of yours, we agree to keep such information confidential. We are otherwise free to use the Computer Files (including the Raw Data) and other related materials in other projects for you, for our business purposes, or for third parties unless a restriction is set forth in the agreement. Unless otherwise prohibited, we may also include your organization's status as our client in our marketing materials.
3. The Computer Files shall be used only by you or those third parties expressly contemplated in the agreement and the license granted hereunder does not include the right for you to sublicense.
4. You acknowledge that certain Computer Files or parts thereof may be subject to third-party licenses and thereby subject to use restrictions under those licenses. You agree that any act or omission by you in violation of the aforementioned licenses shall constitute a breach of the agreement. Except to the extent required by the use(s) expressly set forth in the agreement, you may not alter, modify or adapt the Computer Files or any part thereof; or translate, reverse engineer, decompile, disassemble, or create



derivative works of the Computer Files or any part thereof, or remove or modify any proprietary markings, certifications or restrictive legends physically or electronically placed on the Computer Files. Further, you shall not make any copies of CD's and/or DVD's provided by us under the agreement as such creation or distribution of additional copies may violate certain third-party licenses to which we are a party. In the event that your acts or omissions violate any third party license agreement to which any Computer File or any part thereof is subject, you shall indemnify, defend and hold us harmless from and against any and all claims, demands, suits, causes of action, losses, damages, costs and expenses, including but not limited to attorney's fees, brought against us for damages alleged or suffered as a result of such acts or omissions by you.

5. We shall have no liability or responsibility for problems with the Computer Files caused by misuse, improper installation, alteration or modification by you or for problems arising out of the malfunction of your equipment or other software not supplied by us. You acknowledge that the Computer Files may include features limiting their operability beyond the scope of the license, and we shall be entitled to use in good faith self-help, including electronic means, to prevent the use of the Computer Files beyond their licensed scope. You acknowledge that we are not liable or responsible for information on the Computer Files that may become outdated with time.
6. The Computer Files may not identically conform to corresponding information provided in hard copy, and we do not warrant the accuracy of the information contained in the Computer Files.
7. To the fullest extent allowed by law, and except for the warranties expressly stated in these Terms of Service, the Computer Files are provided "as is", and we disclaim all other warranties, terms or conditions, express or implied, either in fact or by operation of law, statutory or otherwise, including warranties, terms or conditions regarding merchantability, fitness for a particular purpose, non-infringement, and satisfactory quality.
8. To the extent we access your computer systems using ETL software including but not limited to Venturi, we agree as follows: (1) to not extract your confidential information or any other information that is not reasonably necessary for us to prepare the Computer Files or otherwise perform services for you; and (11) to conduct read-only access and not overwrite your data.
9. We shall not be liable to you for any incidental, special, indirect, consequential or punitive damages of any character concerning the Computer Files, including without limitation, damages for: loss of business or goodwill, work stoppage, loss of information or data, loss of revenue or profit, computer failure, or other financial loss arising out of or in connection with the installation, maintenance, use, performance or failure of the Computer Files, regardless of the legal theory asserted, whether based on breach of contract, breach of warranty (either express or implied), tort (including negligence), product liability, or otherwise, and even if you have been advised of the possibility of such damages and even if a remedy set forth herein is found to have failed of its essential purpose. Notwithstanding the above, to the extent the terms of this section D conflict with the terms section B, the terms of section B shall control.

#### **E) Portal Hosting and Maintenance.**

We shall host and maintain of the above described portal for the term of the agreement.

Our web data server environment includes a redundant/fail over power system, multiple power sources and long-term generator power, and multiple entry points for Internet bandwidth from different providers for increased reliability. Services include automated transfer of data updates, mutually agreed upon website improvements and modifications, and regular functionality enhancements through the web hosting period. Services related to connecting to new versions of existing third-party databases and services related to connecting to new databases in the event of a change in third party providers are not covered by the agreement. We will also maintain website usage statistics which can be viewed by your staff through an interface. Certain onsite hardware and software



configurations may require additional third-party software (not included in the agreement). The update feature requires you to maintain a dedicated high-speed Internet access. Services also include monitoring of our web servers on a 24/7 basis; however, because of infrastructure issues beyond the control of our staff, web services are not guaranteed to be available 24 hours per day, 7 days per week.

**Exhibit "B"**

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

This Addendum, entered into effective as of the 1<sup>st</sup> day of September, 2022, is an addendum to that certain contract entitled Professional Services Agreement, entered into effective September 1, 2022 (the "Contract") between the Lowndes County, Georgia Board of Tax Assessors (the "Board") and Schneider Geospatial, LLC (also d/b/a qPublic and qPublic.net) (the "Contractor") (The Board and the Contractor being collectively the "Parties").

In consideration of the terms, conditions and obligations in the Contract, and as a requirement for Contractor to submit its bid, if any, with respect to the Contract, the Parties hereby agree as follows pursuant to the Georgia Illegal Immigration Reform and Enforcement Act of 2011, as amended (O.C.G.A. § 13-10-90, the "Act"):

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

B. The Contractor understands and agrees that compliance with the requirements of O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02 are conditions of the Contract.

C. The Contractor affirms below by initial or other affirmative indication the employee number category of the Contractor:

- 500 or more employees;
- 100 or more employees; or
- fewer than 100 employees.

D. The Contractor understands and agrees that, in the event the contractor employs or contracts with any subcontractor(s) in connection with the covered contract, the contractor will secure from the subcontractor(s) such subcontractor(s)' indication of the employee-number category applicable to the subcontractor.

E. The Contractor understands and agrees that the Contractor's compliance with the requirements of O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02 shall be attested by the execution of the Contractor Affidavit, which is attached hereto as "Attachment I."

F. The Contractor understands and agrees that in in compliance with O.C.G.A. § 13-10-91 and Georgia Department of Labor Rules 300-10-1-.02 and 300-10-1-.08, in the event the Contractor employs or contracts with any subcontractors, the Contractor will secure from such subcontractor a Subcontractor Affidavit, and any subcontractor shall secure from any sub-subcontractor, if applicable, a Sub-subcontractor Affidavit, attached hereto as "Attachment II" and "Attachment III," respectively.

G. The Contractor agrees to maintain records of any Subcontractor Affidavit and/or Sub-subcontractor Affidavit for inspection by the Assessors at any time.

H. The Contractor agrees to incorporate any Subcontractor Affidavit as part of the Contractor/Subcontractor Agreement. The Contractor also agrees to require the Subcontractor to incorporate the any Sub-subcontractor Affidavit as part of the Subcontractor/Sub-subcontractor Agreement.

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

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

**LOWNDES COUNTY, GEORGIA BOARD OF TAX  
ASSESSORS**

By: *Jehan Williams*  
Chairman

Attest: \_\_\_\_\_  
Secretary

**SCHNEIDER GEOSPATIAL, LLC**

By: *[Signature]*  
Title: CEO

Attest: *[Signature]*  
Title: HR Manager

**Attachment I**

**Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)**

The undersigned contractor ("Contractor") executes this Affidavit to comply with O.C.G.A. § 13-10-91 related to any contract to which Contractor is a party that is subject to O.C.G.A. § 13-10-91 and hereby verifies its compliance with O.C.G.A. § 13-10-91, attesting as follows:

- a) The Contractor has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program;
- b) The Contractor will continue to use the federal work authorization program throughout the contract period, including any renewal or extension thereof;
- c) The Contractor will notify the public employer in the event the Contractor ceases to utilize the federal work authorization program during the contract period, including renewals or extensions thereof;
- d) The Contractor understands that ceasing to utilize the federal work authorization program constitutes a material breach of Contract;
- e) The Contractor will contract for the performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the Contractor with the information required by O.C.G.A. § 13-10-91(a), (b), and (c);
- f) The Contractor acknowledges and agrees that this Affidavit shall be incorporated into any contract(s) subject to the provisions of O.C.G.A. § 13-10-91 for the project listed below to which Contractor is a party after the date hereof without further action or consent by Contractor; and
- g) Contractor acknowledges its responsibility to submit copies of any affidavits, drivers' licenses, and identification cards required pursuant to O.C.G.A. § 13-10-91 to the public employer within five business days of receipt.

88-2604266  
Federal Work Authorization User Identification Number

8/4/22  
Date of Authorization

SCHNEIDER GEOSPATIAL, LLC  
Name of Contractor

Property Tax Website  
Name of Project

Lowndes County, Georgia Board of Tax Assessors  
Name of Public Employer

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

Executed on August 4, 2022, in Indianapolis (city), IN (state).

[Signature]  
Signature of Authorized Officer or Agent

CEO  
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME  
ON THIS THE 4 DAY OF August, 2022.  
Stephanie Richardson  
NOTARY PUBLIC  
My Commission Expires: 01-04-2024







Attachment II

**Subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(3)**

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with Schneider Geospatial, LLC on behalf of Lowndes County, Georgia Board of Tax Assessors has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five business days of receipt, a copy of the notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

88-2604266  
Federal Work Authorization User Identification Number

8/4/22  
Date of Authorization

N/A  
Name of Subcontractor

Property Tax Website  
Name of Project

Lowndes County, Georgia Board of Tax Assessors  
Name of Public Employer

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

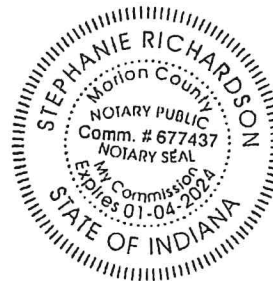
Executed on August, 4, 2022, in Indianapolis (city), IN (state).

[Signature]  
Signature of Authorized Officer or Agent

CEO  
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME  
ON THIS THE 4 DAY OF August, 2022.  
Stephanie Richardson  
NOTARY PUBLIC

My Commission Expires:  
01-04-2024



Attachment III

**Sub-subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(4)**

By executing this affidavit, the undersigned sub-subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract for (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract) and Schneider Geospatial, LLC on behalf of Lowndes County, Georgia Board of Tax Assessors has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned sub-subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned sub-subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the sub-subcontractor with the information required by O.C.G.A. § 13-10-91(b). The undersigned sub-subcontractor shall submit, at the time of such contract, this affidavit to (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Additionally, the undersigned sub-subcontractor will forward notice of the receipt of any affidavit from a sub-subcontractor to (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Sub-subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

BB-2604266  
Federal Work Authorization User Identification Number

8/4/22  
Date of Authorization

N/A  
Name of Sub-subcontractor

Property Tax Website  
Name of Project

Lowndes County, Georgia Board of Tax Assessors  
Name of Public Employer

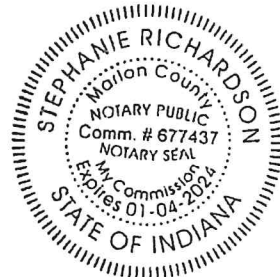
I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on August, 4, 2022, in Indianapolis (city), IN (state).

[Signature]  
Signature of Authorized Officer or Agent

CEO  
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME  
ON THIS THE 4 DAY OF August, 2022  
Stephanie Richardson  
NOTARY PUBLIC  
My Commission Expires:  
01-04-2024





LOWNDES COUNTY BOARD OF COMMISSIONERS  
COMMISSION AGENDA ITEM

SUBJECT: Adoption of 2022 Millage Rate

DATE OF MEETING: August 23, 2022

Work Session/Regular Session

BUDGET IMPACT:

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: Adoption of 2022 Millage Rate

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HISTORY, FACTS AND ISSUES: The Board of Commissioners is required to set the county-wide millage for 2022. A public hearing was held prior to this adoption. The county-wide millage rate for 2022 should be set at the rollback rate of 10.211 mills with the Industrial Authority receiving 1.00 mill and the Parks and Recreation Authority receiving 1.25 mills. This represents a reduction of 0.445 mills from 2021.

OPTIONS: 1. Adopt the Rollback Millage Rate of 10.211 mills as advertised.  
2. Board's Pleasure

RECOMMENDED ACTION: Adopt

DEPARTMENT: Finance

DEPARTMENT HEAD: Stephanie Black

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

**A RESOLUTION ESTABLISHING THE 2022 AD VALOREM  
TAX MILLAGES FOR LOWNDES COUNTY**

**WHEREAS**, the Board in the June 28, 2022 meeting adopted the 2022-2023 operating budget in accordance with O.C.G.A. §36-81-4; and

**WHEREAS**, the Lowndes County Board of Education will adopt its millage per its August 16th Session; and

**WHEREAS**, the Board has advertised the prior year's millage history in accordance with O.C.G.A. §48-15-32; and

**WHEREAS**, the Board must set millage rate for ad valorem tax;

**NOW, THEREFORE, BE IT RESOLVED**, by the Lowndes County Board of Commissioners, acting in capacity as the governing authority of Lowndes County, that the following levies of ad valorem tax against properties in Lowndes County subject to said tax shall be collected in 2022 and expended for the purposes stated:

	<u>Mills</u>	<u>Amount</u>
1. For the maintenance and operation of the County General Government	12.411	\$44,194,982
2. For maintenance and operation of the Lowndes County Board of Education	15.168	\$29,322,354
3. For maintenance and operation of the Valdosta - Lowndes County Development Authority	1.000	\$3,560,952
4. For maintenance and operation of the Valdosta – Lowndes County Parks and Recreation Authority	1.250	\$4,451,191
5. For Fire Services in the unincorporated area of Lowndes County	2.500	\$4,45,522

**IT IS FURTHER RESOLVED**, that the revenues to be derived from these properties shall be reduced through a rollback application of local sales tax and other collections as follows:

A.) For property tax payers in the **incorporated and unincorporated** areas of Lowndes County, the reduction shall be equal to 4.450 mills having a dollar value of \$15,846,239.

B.) For property tax payers in the **unincorporated** areas of Lowndes County, an additional reduction, through application of revenues derived from insurance premium taxes shall be equal to 0.00 mills having a value of \$0. All additional proceeds from insurance premium tax, \$3,734,704, will be used for fire protection, code enforcement, mosquito control, planning and zoning in the unincorporated areas of Lowndes County.

C.) The county-wide millage rate is as follows:

County M&O	12.411
Development Authority M&O	1.000
Parks and Recreation M&O	1.250
Gross Millage	14.661
Less Sales Tax Rollback	4.450
<b>Net County-wide Millage</b>	<b>10.211</b>





LOWNDES COUNTY BOARD OF COMMISSIONERS  
COMMISSION AGENDA ITEM

SUBJECT: Adoption of 2022 Fire District Millage Rate

DATE OF MEETING: August 23, 2022

Work Session/Regular Session

BUDGET IMPACT:

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: Adoption of 2022 Fire District Millage Rate

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HISTORY, FACTS AND ISSUES: Following the Board's approval to expand fire services in Lowndes County beginning with the FY 2022 budget, a special fire district was created that includes the unincorporated area of Lowndes County. Fire services was moved into a special fund and is supported by a millage from the special fire district. The Board is required annually to set the millage rate for this fire district. The 2022 rate should be set at 2.50 mills which is no change from the prior year millage.

OPTIONS: 1. Adopt the 2022 Fire District Millage at 2.50 mills.  
2. Board's Pleasure

RECOMMENDED ACTION: Adopt

DEPARTMENT: Finance

DEPARTMENT HEAD: Stephanie Black

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

LOWNDES COUNTY BOARD OF COMMISSIONERS  
COMMISSION AGENDA ITEM

SUBJECT: Utilities Radio Replacement

DATE OF MEETING: August 23, 2022

Work Session/Regular Session

BUDGET IMPACT: \$64,160.45

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: Utilities Radio Replacement

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HISTORY, FACTS AND ISSUES: The radios currently in service in the Utilities Department have reached end of life and have not been supported by Motorola since 2018, making these units obsolete. This means that when there is an issue with a radio, the repair shop is unable to get parts and the radios have to be taken out of service. Lowndes County replaced most of the older model radios last year and this should be the last of these older radios remaining on the system. In order to ensure that Utilities Staff in the field are able to maintain communications, the Utilities Department is proposing to replace these radios now rather than wait until they fail completely, leaving us without communication capabilities. Staff received a quote in the amount of \$64,160.45 to replace all 22 radios currently in service, including the radio, charger, spare battery and programming by the radio shop for each unit. This quote provides a significant volume discount over replacing the radios one at a time. This item was included, and approved, in the current budget.

OPTIONS: 1. Approve Utilities radio replacement with Motorola Solutions for the purchase of qty-22 radios for \$64,160.45.  
2. Board's Pleasure

RECOMMENDED ACTION: Approve

DEPARTMENT: Utilities

DEPARTMENT HEAD: Steve Stalvey

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:



QUOTE-1838230

08/03/2022

Lowndes County Utilities  
Lowndes, County Commissioners  
327 N Ashley  
Valdosta, GA 31601

RE: Motorola Quote for Utilities department  
Dear Steve Stalvey,

Motorola Solutions is pleased to present Lowndes County Utilities with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

This information is provided to assist you in your evaluation process. Our goal is to provide Lowndes County Utilities with the best products and services available in the communications industry. Please direct any questions to Glyn McCrary at [glynmccrary@callmc.com](mailto:glynmccrary@callmc.com).

We thank you for the opportunity to provide you with premier communications and look forward to your review and feedback regarding this quote.

Sincerely,

Glyn McCrary  
MR Representative

Motorola Solutions Manufacturer's Representative





QUOTE-1838230  
Utilities department

Billing Address:  
LOWNDES, COUNTY OF  
Lowndes, County Commissioners  
327 N Ashley  
Valdosta, GA 31601  
United States

Quote Date:08/03/2022  
Expiration Date:11/01/2022  
Quote Created By:  
Glyn McCrary  
MR Representative  
glynmccrary@callmc.com  
229-292-3544  
  
End Customer:  
Lowndes County Utilities  
Steve Stalvey  
sstalvey@lowndescounty.com  
2292923544  
  
Contract: 36717 - GA NASPO

Line #	Item Number	APC	Description	Qty	Sale Price	Ext. Sale Price
	APX™ 900					
1	H92UCF9PW6AN	0837	APX 900 7/800 MHZ MODEL 2 PORTABLE	22	\$2,680.61	\$58,973.42
1a	QA04096AA	0837	ENH: P25 TRUNKING	22		
1b	H869CQ	0837	ADD: MULTIKEY	22		
1c	Q667BB	0837	ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY)	22		
1d	QA00580AF	0837	ADD: TDMA OPERATION	22		
1e	QA06765AA	0837	ALT: IMPRESS LI-ION 3000MAH	22		
1f	QA05100AA	0185	ENH: STD 1 YR WARRANTY APPLIES NO SFS	22		
2	PMNN4493A	0453	BATT IMPRES LIION HE DENS IP68 3000T	12	\$101.41	\$1,216.92
3	PMPN4174A	0785	CHGR DESKTOP SINGLE UNIT IMPRES, US/NA	22	\$58.72	\$1,291.84
4	PMPN4284A	0785	CHARGER DESKTOP MULTI-UNIT IMPRES 2 1 DISPLAY EXT PS 100-240VAC US/NA	1	\$506.07	\$506.07



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.  
Motorola Solutions, Inc., 500 West Monroe, United States - 60661 - #: 36-1115800

Line #	Item Number	APC	Description	Qty	Sale Price	Ext. Sale Price
5	PMMN4065AL	0372	MICROPHONE,IMPRES RSM, IP57	5	\$82.44	\$412.20
	Product Services					
6	LSV00Q00202A	0461	DEVICE PROGRAMMING	22	\$80.00	\$1,760.00
Grand Total						<b>\$64,160.45(USD)</b>

**Notes:**

- This quote contains items with approved price exceptions applied against them.
- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.



LOWNDES COUNTY BOARD OF COMMISSIONERS  
COMMISSION AGENDA ITEM

SUBJECT: FY2023 Juvenile Justice Delinquency Prevention Grant

DATE OF MEETING: August 23, 2022

Work Session/Regular Session

BUDGET IMPACT:

FUNDING SOURCE:

- CJCC Funding - \$50,000
- Capital
- N/A
- SPLOST
- TSPLOST

COUNTY ACTION REQUESTED ON: Approval of application for the FY2023 Juvenile Justice Delinquency Prevention Grant

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HISTORY, FACTS AND ISSUES: In April 2022, Lowndes County was awarded funding as part of the Delinquency Prevention Grant for the implementation of evidence-based programs and prevention strategies for youth who are first-time offenders, diverted from the juvenile justice system, or charged with a status offense and identified as at risk. This funding was used to implement the Strengthening Families Program. The Criminal Justice Coordinating Council (CJCC) recently announced the availability of continuation funding for those who were previously awarded funding under this grant program.

Lowndes County is eligible for up to \$50,000 in continuation funding and intends to apply for the full amount in order to continue the Strengthening Families Program (SFP). This amount will allow for the provision of services to at least two (2) cohorts of SFP, an increase over the single cohort provided with the initial funding. Each cohort is a minimum of eight (8), and a maximum of twelve (12), youth and their families. Previously, Lowndes County had partnered with Evidence Based Associates (EBA) for program administration, which included soliciting and selecting a qualified provider. EBA has indicated that they will not be able to serve as the program administrator for this grant moving forward, so once funding is awarded, Lowndes County will solicit proposals from qualified service providers to continue providing SFP.

The Strengthening Families Program (SFP) is an evidence-based family skills training program for high-risk and general population families that is recognized both nationally and internationally. Parents and youth attend weekly SFP skills classes together, learning parenting skills and youth life and refusal skills. They have separate class training for parents and youth the first hour, followed by a joint family practice session in the second hour.

OPTIONS: 1. Approve staff to submit an application for the FY 2023 Juvenile Justice Delinquency Prevention Grant to CJCC.  
2. Board's Pleasure

RECOMMENDED ACTION: Board's Pleasure

DEPARTMENT: Emergency Management

DEPARTMENT HEAD: Ashley Tye



ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

LOWNDES COUNTY BOARD OF COMMISSIONERS  
COMMISSION AGENDA ITEM

SUBJECT: Manhole Improvements Project

DATE OF MEETING: August 23, 2022

Work Session/Regular Session

BUDGET IMPACT: \$439,836.00

FUNDING SOURCE:

- Annual
- Capital
- GEFA
- SPLOST
- TSPLOST

COUNTY ACTION REQUESTED ON: Manhole Improvement Project

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HISTORY, FACTS AND ISSUES: Lowndes County was awarded a Georgia Environmental Finance Authority (GEFA) loan for lift station and manhole improvements. Staff identified approximately 100 manholes that need rehab and improvements, including structural repairs and coating the interiors. The project was advertised and bids accepted for the work. Two bids were received, one from Gulf Coast Underground for \$1,508,450.00 and one from RPI for \$439,836.00. Staff recommends approval and authorizes the Chairman to sign the contract with RPI, Inc. for \$439,836.00.

OPTIONS: 1. Approve the manhole improvements project and authorize the Chairman to sign the contract with RPI, Inc. for \$439,836.00.  
2. Board's Pleasure

RECOMMENDED ACTION: Approve

DEPARTMENT: Utilities

DEPARTMENT HEAD: Steve Stalvey

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:



**BOARD of COMMISSIONERS**

**Lowndes County Utilities Department**

Bid Opening

Date: August 8, 2022

**South Lowndes Utilities Building Expansion**

Company	Addendum	Bid Bond	Bid
RPI Underground, Inc.	Yes	10%	\$439,836.00
Gulf Coast Underground, Inc.	Yes	10%	\$1,508,450.00



LOWNDES COUNTY BOARD OF COMMISSIONERS  
COMMISSION AGENDA ITEM

SUBJECT: South Lowndes Utilities Building Expansion

DATE OF MEETING: August 23, 2022

Work Session/Regular Session

BUDGET IMPACT: \$386,167.00

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: South Lowndes Utilities Building Expansion

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HISTORY, FACTS AND ISSUES: The Utilities department is in need of additional shop space at the Land Application System (LAS). With our current inventory of pumps, bypass pumps and generators, we do not have adequate space to store these items out of the weather. Additionally, we will be able to park our vac-truck inside. Crews Engineering designed an addition to the current shop that will provide room for storage and preventative maintenance. The project was advertised and bids were received from Quillian Powell Construction for \$449,000.00 and Kellerman Construction for \$386,167.00. Staff recommends approval and to authorize the Chairman to sign the contract with Kellerman Construction for \$386,167.00.

OPTIONS: 1. Approve the South Lowndes Utilities Building Expansion and authorize the Chairman to sign the contract with Kellerman Construction for \$386,167.00.  
2. Board's Pleasure

RECOMMENDED ACTION: Approve

DEPARTMENT: Utilities

DEPARTMENT HEAD: Steve Stalvey

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:



**BOARD of COMMISSIONERS**

**Lowndes County Utilities Department**

Bid Opening

Date: August 9, 2022

**South Lowndes Utilities Building Expansion**

Company	Addendum	Bid Bond	Bid
Kellerman Construction, Inc.	Yes	10%	\$386,167.00
Quillian Powell Construction, Inc.	Yes	10%	\$449,000.00

# Send Result Report



MFP

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