



LOWNDES COUNTY BOARD OF COMMISSIONERS  
PROPOSED AGENDA  
Work Session, Monday, December 12, 2022, 8:30 am  
Regular Session, Tuesday, December 13, 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 - November 7, 2022 & Regular Session - November 8, 2022

Recommended Action: Approve

Documents:

**5. Appointments**

- a. Greater Lowndes Planning Commission

Recommended Action: Board's Pleasure

Documents:

**6. Public Hearing**

- a. Beer and Wine License - Robert Sloper of Lake Park Billiard's Academy - 5129 Mill Store Rd., Lake Park, GA

Recommended Action: Approve

Documents:

- b. Beer and Wine License - John R. Williams of Williams Investment Co., DBA La Quinta Inn & Suites - 4610 N. Valdosta Rd., Valdosta, GA

Recommended Action: Approve

Documents:

- c. REZ-2022-18 Hilton's, Chug A Lug Rd (Part of 0033 023B) E-A to R-A, Well & Septic, 8.29 acres

Recommended Action: Approve

Documents:

- d. REZ-2022-19 Tripp Talley, 4088 Old Bemiss Rd., R-21 to R-10, County Utilities, ~0.8 acres

Recommended Action: Approve

Documents:

- e. REZ-2022-20 Teramore Development, LLC, ~3 acres at Hwy 122 & Skipper Bridge (Part of 0067 051), E-A to C-C, Well and Septic

Recommended Action: Board's Pleasure

Documents:

- f. Addition to Basic Decorative Lighting District: Cattle Crossing Subdivision (24 lots)  
Recommended Action: Accept  
Documents:

## 7. For Consideration

- a. Purchase of Between the Rivers, L.L.C. Property  
Recommended Action: Approve  
Documents:
- b. MyGov Intergovernmental Agreement  
Recommended Action: Approve  
Option 1  
Documents:
- c. Langdale Park Verizon Cell Tower Land Lease Agreement  
Recommended Action: Approve  
Option 1  
Documents:
- d. 2023 Public Defender Contracts  
Recommended Action: Approve  
Documents:
- e. Approval of Solicitor General's VAWA Continuation Grant Application for 2023  
Recommended Action: Option 1  
Documents:
- f. Storage Area Network Replacement  
Recommended Action: Board's Pleasure  
Documents:
- g. Transportation Improvement Act (TIA) - Twin Lakes Road Local Delivery Agreement  
Recommended Action: Approve  
Option 1  
Documents:
- h. 2023 Georgia Department of Transportation Local Maintenance and Improvement Grant (LMIG) Application  
Recommended Action: Approve  
Option 1  
Documents:
- i. Consideration of TSPLOST II Resolution  
Recommended Action: Approve  
Option 1  
Documents:
- j. Carter Way and Pond Circle Private Road Advisement

Recommended Action: Board's Pleasure  
Documents:

k. Paymentus Master Service Agreement (MSA)

Recommended Action: Approve  
Option 1

Documents:

l. FY 2024 Budget Calendar

Recommended Action: Adopt

Documents:

m. Contract for Probation Supervision and Rehabilitation Services

Recommended Action: Board's Pleasure

Documents:

n. Section 125 Plan Document Renewal for 2023

Recommended Action: Board's Pleasure

Documents:

o. 2023 Holiday Schedule

Recommended Action: Board's Pleasure

Documents:

p. 2023 ACCG Workers' Compensation Insurance Renewal

Recommended Action: Board's Pleasure

Documents:

q. 2023 Commission Meeting Calendar

Recommended Action: Approve

Documents:

**8. Reports - County Manager**

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

**10. Adjournment**

LOWNDES COUNTY BOARD OF COMMISSIONERS  
COMMISSION AGENDA ITEM

SUBJECT: Greater Lowndes Planning Commission

DATE OF MEETING: December 13, 2022

Work Session/Regular Session

BUDGET IMPACT:

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: Greater Lowndes Planning Commission

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HISTORY, FACTS AND ISSUES: Mr. Franklin Bailey's term on the Greater Lowndes Planning Commission (GLPC) is set to expire on January 7th of 2023, and he has emphatically expressed his desire to continue serving. If reappointed, Mr. Bailey would serve an additional five-year term.

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

RECOMMENDED ACTION: Board's Pleasure

DEPARTMENT: Planning

DEPARTMENT HEAD: Paige Dukes

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

LOWNDES COUNTY BOARD OF COMMISSIONERS  
COMMISSION AGENDA ITEM

SUBJECT: Beer and Wine License - Robert Sloper of Lake Park Billiard's Academy - 5129 Mill Store Rd., Lake Park, GA

DATE OF MEETING: December 13, 2022

Work Session/Regular Session

BUDGET IMPACT:

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: Beer and Wine License - Robert Sloper of Lake Park Billiard's Academy - 5129 Mill Store Rd., Lake Park, GA

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HISTORY, FACTS AND ISSUES: Beer and Wine License - Robert Sloper of Lake Park Billiard's Academy - 5129 Mill Store Rd., Lake Park, GA is requesting a license for the sale of beer and wine for consumption on premises. This is a new establishment. The ordinances and guidelines for approval of the license have been met. All forms are attached and upon approval by the Board the license will be granted.

OPTIONS: 1. Approval of the Beer and Wine License  
2. Board's Pleasure

RECOMMENDED ACTION: Approve

DEPARTMENT: Finance

DEPARTMENT HEAD: Stephanie Black

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

**Alcoholic Beverage License Application  
Lowndes County Board of Commissioners  
Finance Department – Licensing Division**

***Before completing this application, you must verify that the proposed location of your establishment is located in unincorporated Lowndes County.***

1. TYPE OF LICENSE(S) APPLIED FOR (check all that apply):

- Retail Dealer – Off Premises Consumption (Malt Beverages)
- Retail Dealer – Off Premises Consumption (Wine)
- Retail Dealer – Off Premises Consumption (Distilled Spirits)
- Retail Dealer – Off Premises Consumption (Sunday Sales)
- Retail Consumption Dealer – Consumption on Premises (Malt Beverages)
- Retail Consumption Dealer – Consumption on Premises (Wine)
- Retail Consumption Dealer – Consumption on Premises (Distilled Spirits)
- Retail Consumption Dealer – Consumption on Premises (Sunday Sales)
- Wholesaler – Malt Beverages with warehousing in Lowndes County
- Wholesaler – Malt Beverages without warehousing in Lowndes County
- Wholesaler – Wine with warehousing in Lowndes County
- Wholesaler – Wine without warehousing in Lowndes County
- Wholesaler – Distilled Spirits with warehousing in Lowndes County
- Wholesaler – Distilled Spirits without warehousing in Lowndes County
- Alcoholic Beverage Catering License

No retail dealer licensee shall hold any retail consumption dealer license for the same location, and vice versa; and no wholesale dealer licensee shall hold any retail dealer license or retail consumption dealer license for the same location.

2. Official Legal Name of Entity or Person seeking the License(s) (the "Applicant"):

Robert Sloper

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3. Applicant's Business or Trade Name (if different than official legal name):

Lake Park Billiard's Academy

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4. List any aliases, tradenames, or other names under which the Applicant is known or conducting business, or has been known or conducted business during the past three years:

N/A

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5. If Applicant is an Entity, Full Name of the Individual Making this Application for the Applicant:

N/A

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6. Street Address of establishment for which license is sought:

5129 Mill Store Road, Lake Park, GA 31636

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7. Street Address of Applicant's Primary Place of Business, if different from question #6 above:

N/A

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8. Describe the type of establishment to be operated pursuant to the license applied for and the category(ies) of alcoholic beverage related functions and activities to be conducted at such establishment. [Attach additional pages if more space is needed]

Billiards. The establishment will have pool tables, darts, slot machines and other games. The establishment will serve sandwiches, snacks, beer and wine to be enjoyed by patrons while playing pool.

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9. Lowndes County's alcohol ordinance prohibits the distribution, sale or consumption of alcoholic beverages within 300 feet of any church building. The ordinance also prohibits the distribution, sale or consumption of wine or malt beverages within 100 yards, or of distilled spirits within 200 yards, of any school building, educational building, school grounds or college campus. Those distances are measured from the door of the licensed establishment to the nearest street, thence along said street to the nearest point of any church building, school building, educational building, school grounds or college campus. List below the name and street address of the nearest church and the nearest educational facilities to the proposed establishment including the address.

Church: Frances Lake AME Church - 905 Lakes Blvd. Lake Park, GA 31636

School, college or other educational facility or grounds: Lake Park Elementary School -

604 W. Marion Avenue, Lake Park, GA 31636

10. Has the Applicant or the establishment to be licensed been denied or had revoked an alcohol license by Lowndes County within the preceding twelve (12) months?  YES  NO  
If yes, please explain. [Attach additional pages if more space needed]

11. Has the Applicant, any person identified in question 12 below, or any employee of the establishment for which licensure is being sought ever been refused a license related to alcohol or had such license suspended or revoked (either by Lowndes County or another jurisdiction)?  YES  NO  
If yes, state the month and year of such occurrence, the jurisdiction, and the circumstances. [Attach additional pages if more space needed]

12. Type of Legal Entity applying for license:  Individual  Partnership  
 Joint Venture  Corporation  
 Firm  Association  
 Limited Liability Company (LLC)  
 Other: \_\_\_\_\_



If the Applicant is a limited liability company, list the names and addresses of the three (3) members owning the largest amounts of ownership interest and the names and addresses of any managers or principal officers. [Attach additional pages if more space is needed]

N/A	
Member Name	Address
Member Name	Address
Member Name	Address
Manager Name	Address
Manager Name	Address
Officer Name	Address
Officer Name	Address

If the Applicant is any other type of entity or non-natural person, list the names and addresses of all the members of its governing body, officers and others having management, control or dominion over such application.

Robert Sloper	5108 Spring Water DR Lake Park, GA 31636
Name	Address
Name	Address
Name	Address
Name	Address

13. Has the Applicant, any person listed in question 12 above, or any employee of the applicant's establishment ever been convicted of a felony?  YES  NO

14. Has the Applicant, any person listed in question 12 above, or any employee of the Applicant's establishment been convicted within the previous five (5) years of a misdemeanor or of any other violation involving gambling, the Georgia Controlled Substances Act (or similar laws of another jurisdiction), prostitution, sex offenses, adult entertainment laws, rules or regulations, alcohol control laws, rules or regulations, or offenses involving moral turpitude?  YES  NO

15. Has the Applicant, any person identified in question 12 above and each employee of Applicant's establishment attach a fully completed and executed consent statement for necessary investigation reports? (see attachment A)  YES  NO

16. If the establishment for which a license is sought is or was licensed under the Lowndes County Alcohol Ordinance (or any previous ordinances or resolutions pertaining to alcoholic beverages), present details of how the Applicant has or will acquire the establishment, including on what terms and conditions. Further, describe in detail any familial, business, investment, debtor/creditor, or other relationship the Applicant may have or have had during the past three (3) years with the current or former licensee or establishment owner, and in each case with any person identified in question 12 above. [Attach additional pages if more space is needed]

Leasing the building and funding with my own money.

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17. Has the individual making this application attached a fully completed and executed affidavit (see attachment B) verifying his or her legal presence in the U.S., and also presented as his or her identification an original of one of the following current and valid "secure and verifiable documents" under O.C.G.A. § 50-36-1: driver's license issued by one of the states or territories of the U.S. or Canada; U.S. or foreign passport; picture I.D. issued by one of the states or territories of the U.S.; U.S. Certificate of Citizenship or Naturalization; or U.S. Permanent Resident Card or Alien Registration Receipt Card?

YES  NO

18. Is there attached a fully completed and executed affidavit verifying compliance by the Applicant with the federal work authorization program? (see attachment C or D)  YES  NO

NOTE: The Applicant may be required to submit further information or documentation as requested by the County.

CERTIFICATION REGARDING APPLICATION

Personally, appeared before the undersigned officer duly authorized to administer oaths, the undersigned affiant, who after first being duly sworn, hereby affirms, says and certifies that he/she is the Owner of Lake Park Billiard's Academy, is authorized to make and execute this application on behalf of the Applicant, and further hereby affirms, says and certifies as to each of the following:

I have read and understand the Lowndes County Alcoholic Beverage Ordinance and will ensure that all employees of the establishment for which licensure is sought will be familiar with the provisions and regulations of that Ordinance.

I will ensure that the establishment for which licensure is sought complies at all times with all applicable laws, rules and regulations of the United States, the State of Georgia and Lowndes County, now in force or which may hereafter be enacted as relates to the sale, distribution, or consumption of alcoholic beverages.

I understand that any license issued is valid for a period of one year, beginning January 1<sup>st</sup> and expiring December 31<sup>st</sup>, that no license shall be assignable or transferrable either to a new licensee or for another location, and that no portion of the license fee shall be refunded should the license be revoked during the license year or should the establishment close.

The information, documents and statements made or contained in this Application, or submitted as a part thereof or supplementary thereto is in each case accurate and complete. I further understand that making false or fraudulent statements and/or representations in or with respect to this Application may subject me to criminal and/or civil penalties including a fine and/or imprisonment.

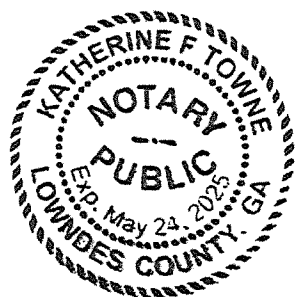
Submitted herewith is the sum of \$ ~~1750~~ 737.50 [must be a cashier's check, money order, other certified funds, or cash] which includes the license fee for the year, or partial year, plus the administration fee. I understand that, should the Application be denied, I will receive a refund for the license fee only and that the administration fee is non-refundable.

[Signature]  
Signature of Individual Making this Application  
Date: 10-5-22

Sworn to and subscribed before me  
this 5 day of October, 2022.

Katherine F. Towne  
Notary Public

My commission expires: 5-24-25



ATTACHMENT B

AFFIDAVIT OF COMPLIANCE WITH O.C.G.A. §50-36-1

By executing this affidavit under oath, as an Applicant for an alcoholic beverage license from the Lowndes County Board of Commissioners, the undersigned Applicant verifies one of the following with respect to my application:

- I am a citizen of the United States.
- I am a legal permanent resident of the United States.
- I am a qualified alien or non-immigrant under the Federal Immigration and Nationality Act with an alien number issued by the Department of Homeland Security or other federal immigration agency. My alien number is: \_\_\_\_\_.

The undersigned applicant also hereby verifies that he or she is 18 years of age or older and has provided at least one secure and verifiable document, as required by O.C.G.A. §50-36-1, with this affidavit. Form of secure and verifiable document: GA Driver Lic

In making the above representations under oath, I understand that any person who knowingly and willfully makes a false, fictitious or fraudulent statement, or representation in an affidavit may be guilty of a violation of O.C.G.A. §16-10-20 and face criminal penalties as allowed by such criminal statute.

Executed in Valdosta (city), Ga. (state).

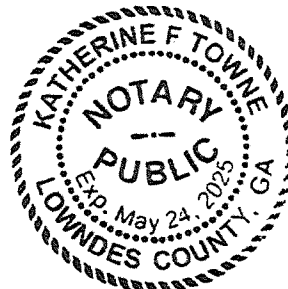
[Signature]  
Signature of Applicant

Robert J. Stogel  
Printed Name of Applicant

Sworn to and subscribed before me this 5 day of October 2022

Katherine F Towne  
Notary Public

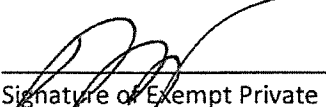
My commission expires: 5-24-25



ATTACHMENT D

AFFIDAVIT OF PRIVATE EMPLOYER OF COMPLIANCE PURSUANT TO O.C.G.A. §36-60-6

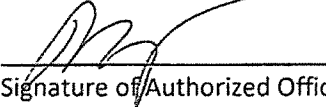
By executing this affidavit, the undersigned private employer verifies its compliance with O.C.G.A. §36-60-6, stating affirmatively that the individual, firm or corporation employs fewer than eleven employees and therefore, is not required to register with and/or utilize the federal work authorization 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. §13-10-90.

  
\_\_\_\_\_  
Signature of Exempt Private Employer

Robert J. Skye  
\_\_\_\_\_  
Printed Name of Exempt Private Employer

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

Executed on 10-5, 2022 in Valdosta (city), GA (state).

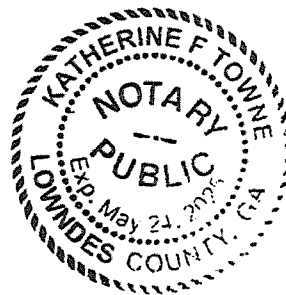
  
\_\_\_\_\_  
Signature of Authorized Officer or Agent

Robert J. Skye  
\_\_\_\_\_  
Printed Name and Title of Authorized Officer or Agent

Sworn to and subscribed before me this 5<sup>th</sup> day of October, 2022.

Katherine F Towne  
\_\_\_\_\_  
Notary Public

My commission expires: 5-24-25.



**APPENDIX A**  
**FEES AND CHARGES**

1. Alcoholic beverage licenses fees shall be as follows:

<u>License</u>	<u>Annual Fee</u>
(a) Retail Dealer – Off Premises Consumption (Malt Beverages)	\$500.00
(b) Retail Dealer – Off Premises Consumption (Wine)	\$500.00
(c) Retail Dealer – Off Premises Consumption (Distilled Spirits)	\$1,075.00
(d) Retail Dealer – Off Premises Consumption (Sunday Sales)	\$250.00
(e) Retail Consumption Dealer – Consumption on Premises (Malt Beverages)	<del>\$675.00</del>
(f) Retail Consumption Dealer – Consumption on Premises (Wine)	<del>\$675.00</del> 337.50
(g) Retail Consumption Dealer – Consumption on Premises (Distilled Spirits)	\$3,200.00
(h) Retail Consumption Dealer – Consumption on Premises (Sunday Sales)	\$250.00
(i) Wholesaler – Malt Beverages with warehousing in Lowndes County	\$300.00
(j) Wholesaler – Malt Beverage without warehousing in Lowndes County	\$100.00
(k) Wholesaler – Wine with warehousing in Lowndes County	\$300.00
(l) Wholesaler – Wine without warehousing in Lowndes County	\$100.00
(m) Wholesaler – Distilled Spirits with warehousing in Lowndes County	\$500.00
(n) Wholesaler – Distilled Spirits without warehousing in Lowndes County	\$100.00
(o) Alcoholic Beverage Catering License	\$250.00
2. Event Permit (issued to alcoholic beverage caterer licensed by the County)	\$50.00
3. Event Permit (issued to alcoholic beverage caterer licenses by a municipality or county in Georgia other than the County)	\$50.00
4. Administration Fee	\$150.00

Distance Check

Date: October 10, 2022

Establishment: Lake Park Billiards Academy

Address: 5129 Mill Store Road

Nearest School: Francis Lake First Baptist Preschool

Address: 5111 Springwater Drive, Lake Park Distance: 2,700 feet

Nearest Church: Abiding Faith Bible Ministry

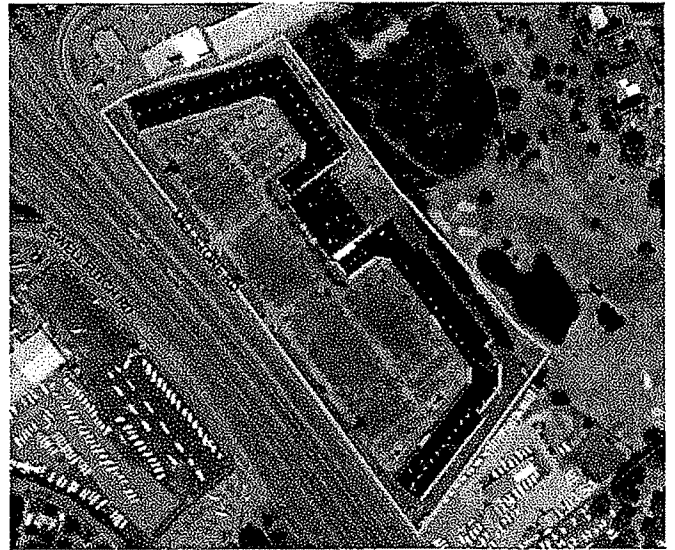
Address: 5261 Mill Store Road Distance: 1,140 feet

Officer Assigned: Loren Williams

Signature:  \_\_\_\_\_

Comments:

Lake Park Billiard's Academy  
5129 Mill Store Road  
(End unit)





LOWNDES COUNTY BOARD OF COMMISSIONERS  
COMMISSION AGENDA ITEM

SUBJECT: Beer and Wine License - John R. Williams of Williams  
Investment Co., DBA La Quinta Inn & Suites - 4610 N. Valdosta Rd.,  
Valdosta, GA

DATE OF MEETING: December 13, 2022

Work Session/Regular Session

BUDGET IMPACT:

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: Beer and Wine License - John R. Williams of Williams Investment Co., DBA  
La Quinta Inn & Suites - 4610 N. Valdosta Rd., Valdosta, GA

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HISTORY, FACTS AND ISSUES: Beer and Wine License - John R. Williams of Williams Investment Co., DBA La  
Quinta Inn & Suites - 4610 N. Valdosta Rd., Valdosta, GA is requesting a license for beer and wine for  
consumption on premises. This is a new establishment. The ordinances and guidelines for approval of the  
license have been met. All forms are attached and upon approval by the Board the license will be granted.

OPTIONS: 1. Approval of the Beer and Wine License  
2. Board's Pleasure

RECOMMENDED ACTION: Approve

DEPARTMENT: Finance

DEPARTMENT HEAD: Stephanie Black

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

Alcoholic Beverage License Application  
Lowndes County Board of Commissioners  
Finance Department – Licensing Division

*Before completing this application, you must verify that the proposed location of your establishment is located in unincorporated Lowndes County.*

1. TYPE OF LICENSE(S) APPLIED FOR (check all that apply):

- Retail Dealer – Off Premises Consumption (Distilled Spirits)
- Retail Dealer – Off Premises Consumption (Malt Beverages)
- Retail Dealer – Off Premises Consumption (Wine)
- Retail Consumption Dealer – Consumption on Premises (Distilled Spirits)
- Retail Consumption Dealer – Consumption on Premises (Malt Beverages)
- Retail Consumption Dealer – Consumption on Premises (Wine)
- Wholesaler – Distilled Spirits with warehousing in Lowndes County
- Wholesaler – Distilled Spirits without warehousing in Lowndes County
- Wholesaler – Malt Beverages with warehousing in Lowndes County
- Wholesaler – Malt Beverages without warehousing in Lowndes County
- Wholesaler – Wine with warehousing in Lowndes County
- Wholesaler – Wine without warehousing in Lowndes County
- Alcoholic Beverage Catering License

No retail dealer licensee shall hold any retail consumption dealer license for the same location, and vice versa; and no wholesale dealer licensee shall hold any retail dealer license or retail consumption dealer license for the same location.

2. Official Legal Name of Entity or Person seeking the License(s) (the "Applicant"):

Williams Investment Company

3. Applicant's Business or Trade Name (if different than official legal name):

Williams Investment Company DBA La Quinta Inn & Suites

4. List any aliases, tradenames, or other names under which the Applicant is known or conducting business, or has been known or conducted business during the past three years:

Holiday Inn Hotel, Comfort Inn & Suites, Comfort Suites,  
Holiday Inn Express & Suites, Days Inn Hotel, Super 8 Hotel, Candlewood  
Country Inn & Suites

5. If Applicant is an Entity, Full Name of the Individual Making this Application for the Applicant:

John Richard Williams

6. Street Address of establishment for which license is sought:

4610 North Valdosta Road  
Valdosta, Georgia 31602

7. Street Address of Applicant's Primary Place of Business, if different from question #6 above:

1221 West Fourth Street, Suite # 11  
Adel, Georgia 31620

8. Describe the type of establishment to be operated pursuant to the license applied for and the category(ies) of alcoholic beverage related functions and activities to be conducted at such establishment. [Attach additional pages if more space is needed]

LaQuinta Inn & Suites is a 97 room hotel located  
at Exit 22, I-75. We hope to offer a Managers Reception  
for 2 hours on Monday through Thursday afternoons, for  
registered guests only. Beer and Wine will be complimentary.

9. Lowndes County's alcohol ordinance prohibits the distribution, sale or consumption of alcoholic beverages within 300 feet of any church building. The ordinance also prohibits the distribution, sale or consumption of wine or malt beverages within 100 yards, or of distilled spirits within 200 yards, of any

school building, educational building, school grounds or college campus. Those distances are measured from the door of the licensed establishment to the nearest street, thence along said street to the nearest point of any church building, school building, educational building, school grounds or college campus. List below the name and street address of the nearest church and the nearest educational facilities to the proposed establishment including the address.

Church: Charity Baptist Church, 4690 Shiloh Rd, Valdosta, GA 1.2 miles

School, college or other educational facility or grounds: \_\_\_\_\_

Wiregrass Technical College, 4089 Val Tech Rd, Valdosta, GA 31602 1.0 miles

10. Has the Applicant or the establishment to be licensed been denied or had revoked an alcohol license by Lowndes County within the preceding twelve (12) months? [ ] YES  NO  
If yes, please explain. [Attach additional pages if more space needed]

11. Has the Applicant, any person identified in question 12 below, or any employee of the establishment for which licensure is being sought ever been refused a license related to alcohol or had such license suspended or revoked (either by Lowndes County or another jurisdiction)? [ ] YES  NO  
If yes, state the month and year of such occurrence, the jurisdiction, and the circumstances. [Attach additional pages if more space needed]

12. Type of Legal Entity applying for license: [ ] Individual [ ] Partnership  
[ ] Joint Venture  Corporation  
[ ] Firm [ ] Association  
[ ] Limited Liability Company (LLC)  
[ ] Other: \_\_\_\_\_

If the Applicant is a partnership, joint venture or firm, list the names and addresses of all owners of the partnership, joint venture or firm. [Attach additional pages if more space is needed]

N/A  
Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

- ✓ If the Applicant is a corporation or association, list the names and addresses of its principal officers, directors and the three stockholders owning the largest amounts of stock. [Attach additional pages if more space is needed]

James Michael Williams  
President

4611 Ridgeview Cr, Valdosta GA 31602  
Address

John Richard Williams  
Vice President

3331 Plantation Dr, Valdosta, GA 31602  
Address

Robert Stephen Williams  
Secretary

907 Plantation Dr, Adel, GA 31620  
Address

Debra Williams McNeal  
Treasurer

2214 Bridlewood Dr, Valdosta, GA 31605  
Address

\_\_\_\_\_  
Director

\_\_\_\_\_  
Address

\_\_\_\_\_  
Director

\_\_\_\_\_  
Address

\_\_\_\_\_  
Stockholder

\_\_\_\_\_  
Address

\_\_\_\_\_  
Stockholder

\_\_\_\_\_  
Address

\_\_\_\_\_  
Stockholder

\_\_\_\_\_  
Address

If the Applicant is a limited liability company, list the names and addresses of the three (3) members owning the largest amounts of ownership interest and the names and addresses of any managers or principal officers. [Attach additional pages if more space is needed]

N/A  
Member Name

Address

Member Name

Address

Member Name

Address

Manager Name

Address

Manager Name

Address

Officer Name

Address

Officer Name

Address

If the Applicant is any other type of entity or non-natural person, list the names and addresses of all the members of its governing body, officers and others having management, control or dominion over such application.

N/A  
Name

Address

Name

Address

Name

Address

Name

Address

13. Has the Applicant, any person listed in question 12 above, or any employee of the applicant's establishment ever been convicted of a felony? [ ] YES  NO

14. Has the Applicant, any person listed in question 12 above, or any employee of the Applicant's establishment been convicted within the previous five (5) years of a misdemeanor or of any other violation involving gambling, the Georgia Controlled Substances Act (or similar laws of another jurisdiction), prostitution, sex offenses, adult entertainment laws, rules or regulations, alcohol control laws, rules or regulations, or offenses involving moral turpitude? [ ] YES  NO

15. Has the Applicant, any person identified in question 12 above and each employee of Applicant's establishment attach a fully completed and executed consent statement for necessary investigation reports? (see attachment A)  YES  NO

16. If the establishment for which a license is sought is or was licensed under the Lowndes County Alcohol Ordinance (or any previous ordinances or resolutions pertaining to alcoholic beverages), present details of how the Applicant has or will acquire the establishment, including on what terms and conditions. Further, describe in detail any familial, business, investment, debtor/creditor, or other relationship the Applicant may have or have had during the past three (3) years with the current or former licensee or establishment owner, and in each case with any person identified in question 12 above. [Attach additional pages if more space is needed]

N/A New Establishment

17. Has the individual making this application attached a fully completed and executed affidavit (see attachment B) verifying his or her legal presence in the U.S., and also presented as his or her identification an original of one of the following current and valid "secure and verifiable documents" under O.C.G.A. § 50-36-1: driver's license issued by one of the states or territories of the U.S. or Canada; U.S. or foreign passport; picture I.D. issued by one of the states or territories of the U.S.; U.S. Certificate of Citizenship or Naturalization; or U.S. Permanent Resident Card or Alien Registration Receipt Card?  YES [ ] NO

18. Is there attached a fully completed and executed affidavit verifying compliance by the Applicant with the federal work authorization program? (see attachment C or D)  YES [ ] NO

NOTE: The Applicant may be required to submit further information or documentation as requested by the County.

CERTIFICATION REGARDING APPLICATION

Personally, appeared before the undersigned officer duly authorized to administer oaths, the undersigned affiant, who after first being duly sworn, hereby affirms, says and certifies that he/she is the representative of Williams Investment Company is authorized to make and execute this application on behalf of the Applicant, and further hereby affirms, says and certifies as to each of the following:

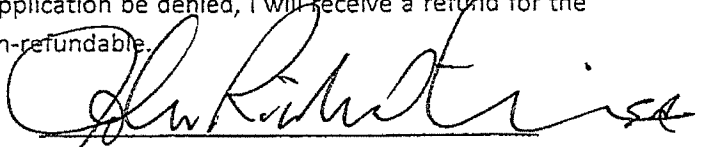
I have read and understand the Lowndes County Alcoholic Beverage Ordinance and will ensure that all employees of the establishment for which licensure is sought will be familiar with the provisions and regulations of that Ordinance.

I will ensure that the establishment for which licensure is sought complies at all times with all applicable laws, rules and regulations of the United States, the State of Georgia and Lowndes County, now in force or which may hereafter be enacted as relates to the sale, distribution, or consumption of alcoholic beverages.

I understand that any license issued is valid for a period of one year, beginning January 1<sup>st</sup> and expiring December 31<sup>st</sup>, that no license shall be assignable or transferrable either to a new licensee or for another location, and that no portion of the license fee shall be refunded should the license be revoked during the license year or should the establishment close.

The information, documents and statements made or contained in this Application, or submitted as a part thereof or supplementary thereto is in each case accurate and complete. I further understand that making false or fraudulent statements and/or representations in or with respect to this Application may subject me to criminal and/or civil penalties including a fine and/or imprisonment.

Submitted herewith is the sum of \$ 1500.00 [must be a cashier's check, money order, other certified funds, or cash] which includes the license fee for the year, or partial year, plus the administration fee. I understand that, should the Application be denied, I will receive a refund for the license fee only and that the administration fee is non-refundable.



Signature of Individual Making this Application

Sworn to and subscribed before me  
this 24<sup>th</sup> day of October 2022.

Date: October 24<sup>th</sup> 2022

Wanda M. Martin  
Notary Public

My commission expires: November 13<sup>th</sup> 2025



ATTACHMENT B

AFFIDAVIT OF COMPLIANCE WITH O.C.G.A. §50-36-1

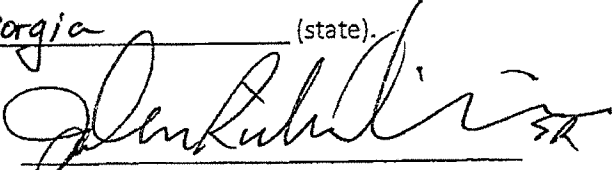
By executing this affidavit under oath, as an Applicant for an alcoholic beverage license from the Lowndes County Board of Commissioners, the undersigned Applicant verifies one of the following with respect to my application:

- I am a citizen of the United States.
- I am a legal permanent resident of the United States.
- I am a qualified alien or non-immigrant under the Federal Immigration and Nationality Act with an alien number issued by the Department of Homeland Security or other federal immigration agency. My alien number is: \_\_\_\_\_.

The undersigned applicant also hereby verifies that he or she is 18 years of age or older and has provided at least one secure and verifiable document, as required by O.C.G.A. §50-36-1, with this affidavit. Form of secure and verifiable document: Georgia Drivers License.

In making the above representations under oath, I understand that any person who knowingly and willfully makes a false, fictitious or fraudulent statement, or representation in an affidavit may be guilty of a violation of O.C.G.A. §16-10-20 and face criminal penalties as allowed by such criminal statute.

Executed in Adel (city), Georgia (state).

  
 Signature of Applicant

John Richard Williams, SR  
 Printed Name of Applicant

Sworn to and subscribed before me this 24<sup>th</sup> day of October 2022.

Wanda M. Martin  
 Notary Public

My commission expires: November 13<sup>th</sup> 2025

ATTACHMENT C

AFFIDAVIT OF PRIVATE EMPLOYER OF COMPLIANCE PURSUANT TO O.C.G.A. §36-60-6

By executing this affidavit, the undersigned private employer verifies its compliance with O.C.G.A. §36-60-6, stating affirmatively that the individual, firm or corporation employs more than ten employees and has registered with and utilizes 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. §13-10-90. Furthermore, the undersigned private employer hereby attests that its federal work authorization user identification number and date of authorization are as follows:

\_\_\_\_\_  
Federal Work Authorization User Identification Number

~~May 1, 1986~~      7-1-2021  
\_\_\_\_\_  
Date of Authorization

Williams Investment Company  
Name of Private Employer

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

Executed on October 24, 2022 in Adel (city), Georgia (state).

John Richard Williams, SR  
Signature of Authorized Officer or Agent

John Richard Williams, SR  
Printed Name and Title of Authorized Officer or Agent

Sworn to and subscribed before me this 24<sup>th</sup> day of October 2022.

Wanda M. Martin  
Notary Public

My commission expires: November 13<sup>th</sup> 2025

APPENDIX A

FEEES AND CHARGES

1. Alcoholic beverage licenses fees shall be as follows:

<u>License</u>	<u>Annual Fee</u>
(a) Retail Dealer – Off Premises Consumption (Malt Beverages)	\$500.00
(b) Retail Dealer – Off Premises Consumption (Wine)	\$500.00
(c) Retail Dealer – Off Premises Consumption (Distilled Spirits)	\$1,075.00
(d) Retail Dealer – Off Premises Consumption (Sunday Sales)	\$250.00
✓ (e) Retail Consumption Dealer – Consumption on Premises (Malt Beverages)	\$675.00 ✓
✓ (f) Retail Consumption Dealer – Consumption on Premises (Wine)	\$675.00 ✓
(g) Retail Consumption Dealer – Consumption on Premises (Distilled Spirits)	\$3,200.00 ✗
(h) Retail Consumption Dealer – Consumption on Premises (Sunday Sales)	\$250.00
(i) Wholesaler – Malt Beverages with warehousing in Lowndes County	\$300.00
(j) Wholesaler – Malt Beverage without warehousing in Lowndes County	\$100.00
(k) Wholesaler – Wine with warehousing in Lowndes County	\$300.00
(l) Wholesaler – Wine without warehousing in Lowndes County	\$100.00
(m) Wholesaler – Distilled Spirits with warehousing in Lowndes County	\$500.00
(n) Wholesaler – Distilled Spirits without warehousing in Lowndes County	\$100.00
(o) Alcoholic Beverage Catering License	\$250.00
2. Event Permit (issued to alcoholic beverage caterer licensed by the County)	\$50.00
3. Event Permit (issued to alcoholic beverage caterer licenses by a municipality or county in Georgia other than the County)	\$50.00
✓ 4. Administration Fee	\$150.00

## Lorraine Taylor

---

**From:** Mindy Bates  
**Sent:** Friday, October 28, 2022 3:46 PM  
**To:** Lorraine Taylor  
**Subject:** FW: DISTANCE CHECK

Distance check 4610 North Valdosta Road

Nearest Church:

Valdosta Islamic Center  
4004 Coleman Road North  
Valdosta, Georgia 31602  
Distance is 0.8 mile

Nearest school:

Valwood School  
4380 Highway 41 North  
Valdosta, Georgia 31602  
Distance 2.6 miles

**From:** Mindy Bates <[mbates@lowndescounty.com](mailto:mbates@lowndescounty.com)>  
**Sent:** Friday, October 28, 2022 11:36 AM  
**To:** Ken Carter <[kcarter@lowndescounty.com](mailto:kcarter@lowndescounty.com)>  
**Subject:** Fwd: DISTANCE CHECK

Sent from my iPhone

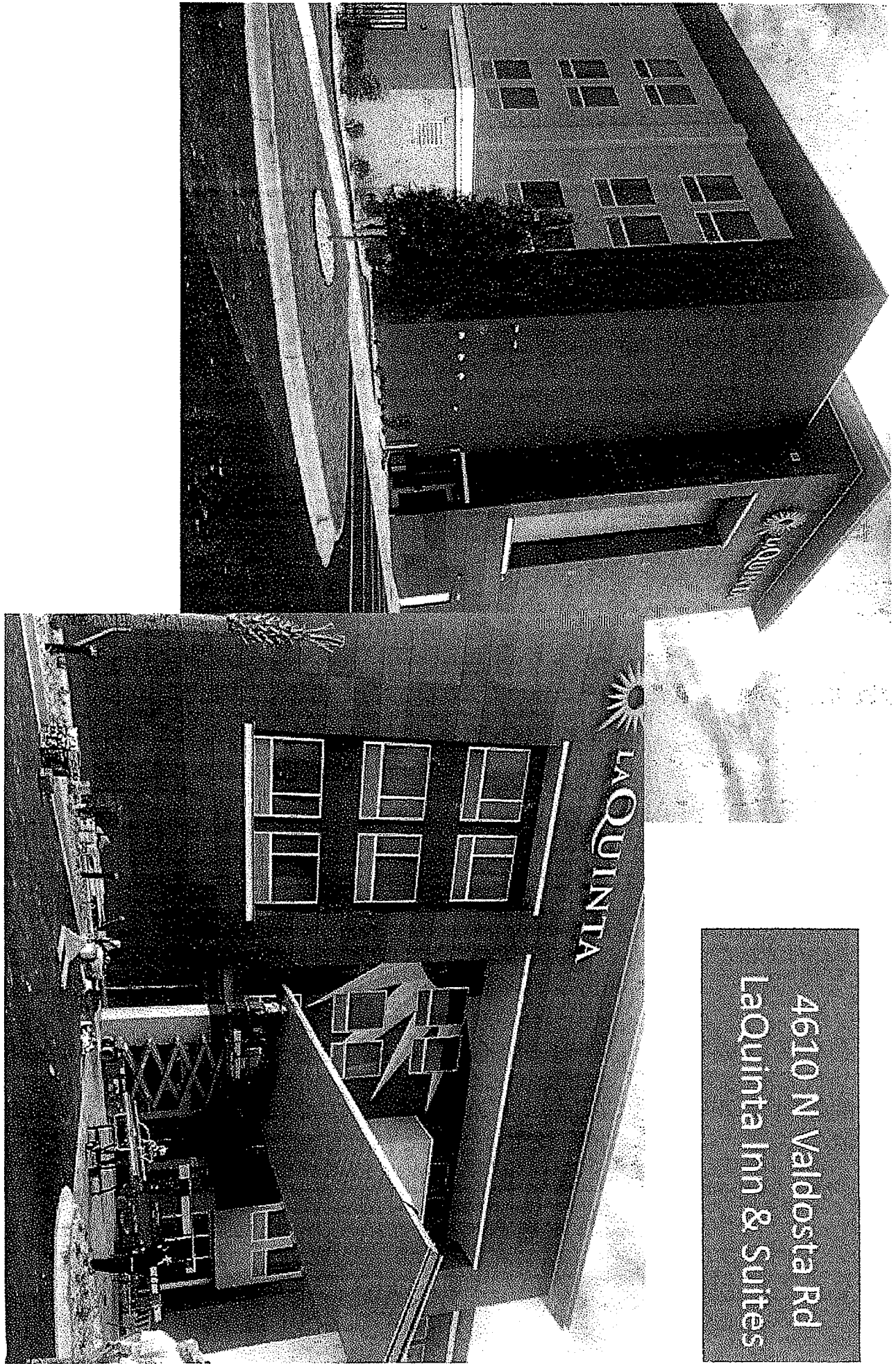
Begin forwarded message:

**From:** Lorraine Taylor <[ltaylor@lowndescounty.com](mailto:ltaylor@lowndescounty.com)>  
**Date:** October 28, 2022 at 10:30:55 AM EDT  
**To:** Mindy Bates <[mbates@lowndescounty.com](mailto:mbates@lowndescounty.com)>  
**Subject:** DISTANCE CHECK

HAPPY Friday,  
COULD I PLEASE GET A DISTANCE CHECK FOR:

WILLIAMS INVESTMENT CO DBA LAQUINTA INN & SUITES  
4610 N. VALDOSTA RD.  
VALDOSTA GA 31602

4610 N Valdosta Rd  
LaQuinta Inn & Suites



LOWNDES COUNTY BOARD OF COMMISSIONERS  
COMMISSION AGENDA ITEM

SUBJECT: REZ-2022-18 Hilton’s, Chug A Lug Rd (Part of 0033 023B) E-A to R-A, Well & Septic, 8.29 acres

DATE OF MEETING: December 13, 2022

Work Session/Regular Session

BUDGET IMPACT: N/A

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: REZ-2022-18 Hilton’s, Chug A Lug Rd (Part of 0033 023B) E-A to R-A, Well & Septic, 8.29 acres

---

HISTORY, FACTS AND ISSUES: This request represents a change in zoning on 8.29 acres from E-A (Estate Agricultural) zoning to R-A (Residential Agricultural) zoning, in order for the property to be subdivided into three new ULDC conforming lots.

Concerning the 2021 Joint Comprehensive Plan, the subject property is in the Rural Service Area and within an Agriculture/Forestry Character Area. The property fronts on both Chug A Lug Road (Paved Minor Collector) and Hardee Road (Unimproved Local). The property is also within a groundwater recharge area protection district (Medium pollution susceptibility – ULDC Section 3.03.03).

The surrounding land uses are a mixture of large tracts of timber, farmland, and low-density residential lots with zoning that dates back to at least 1993. Of the 107 lots within a ½ mile radius of the subject property, the lot size ranges are as follows:

- 0 (0%) less than 10,000 sf
- 13 (12%) are 10,001 - 21,000 sf
- 31 (29%) are 21,001 - 43,560 sf
- 32 (30%) are 43,561 – 108,900 sf
- 31 (29%) are 108,901 sf or greater

Staff finds the request consistent with the existing land use pattern, the Comprehensive Plan and, having no other technical concerns from the TRC, recommends approval of the request. The GLPC heard the request at their November meeting, and hearing from no one in opposition, agreed with Staff's recommendation of Approval (8-0).

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

RECOMMENDED ACTION: Approve

DEPARTMENT: Planning

DEPARTMENT HEAD: JD Dillard

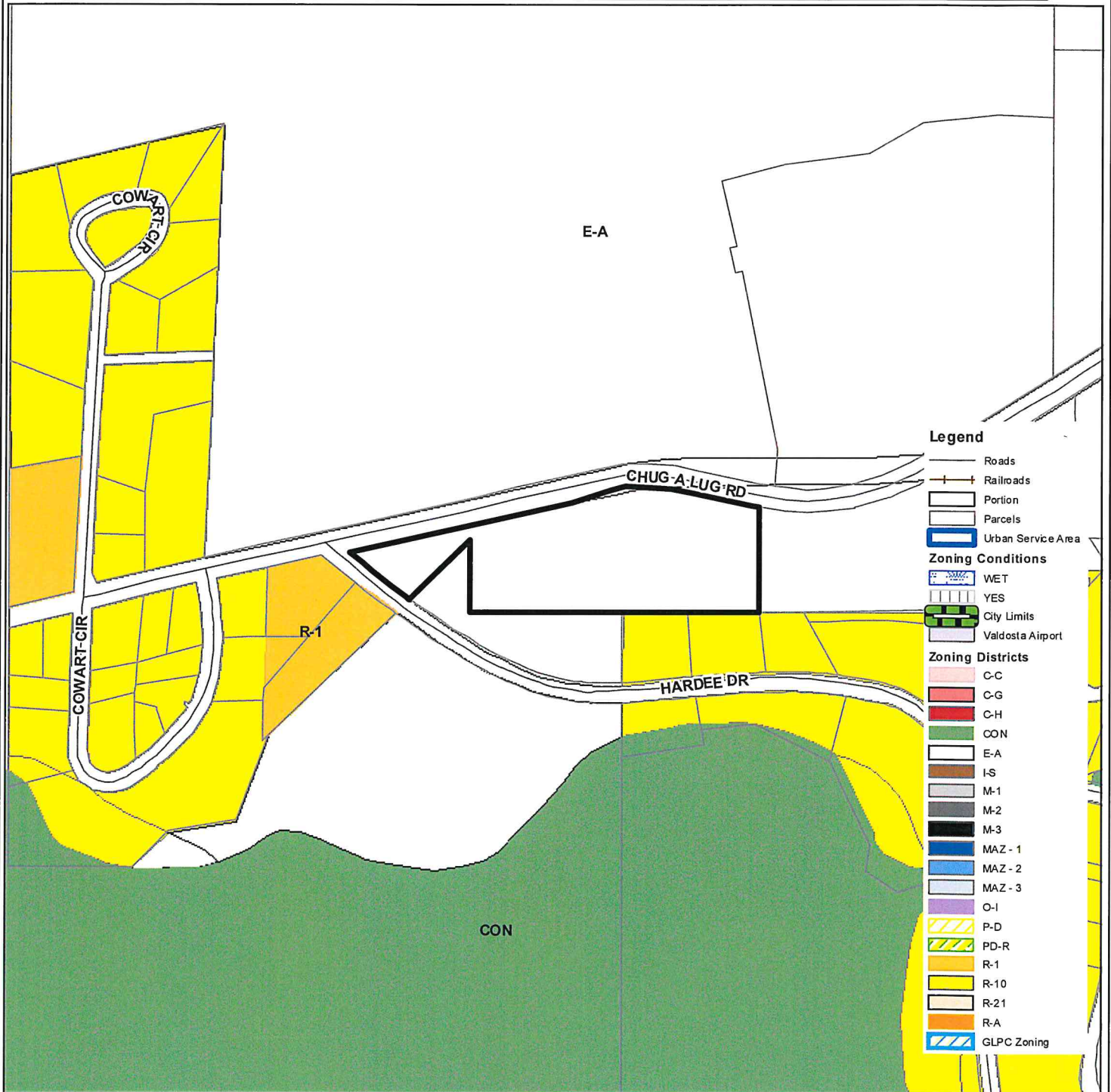
ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

# REZ-2022-18

# Zoning Location Map

Hilton Rez  
Rezoning Request

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



## VALOR

VALOR is a joint effort of the Georgia Department of Transportation and the Georgia Department of Transportation. VALOR is a joint effort of the Georgia Department of Transportation and the Georgia Department of Transportation.

**sgic** SOUTHERN GEORGIA  
INSTITUTIONAL COMMISSION

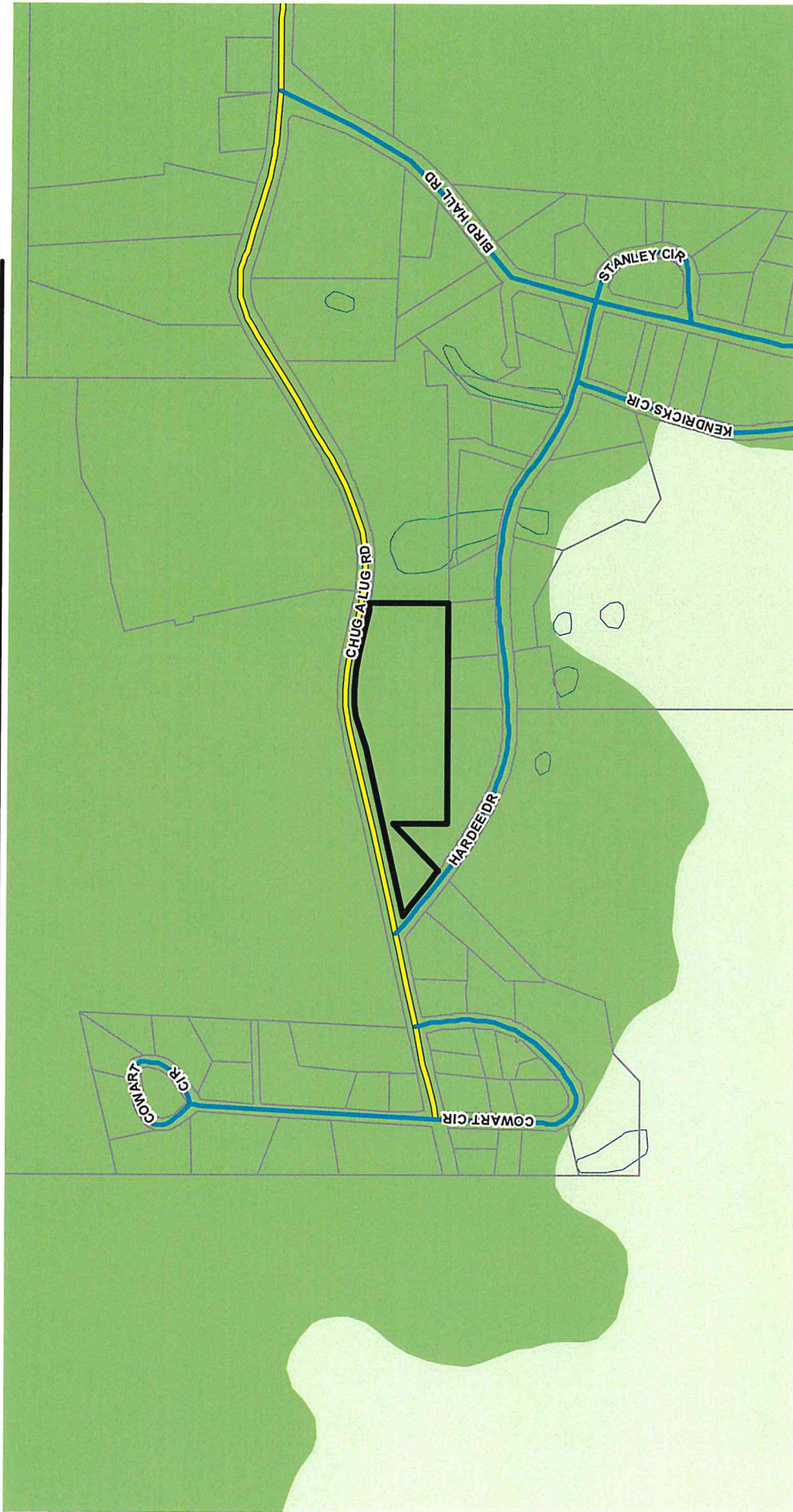




# REZ-2022-18

# Future Development Map

## Hilton Rez Rezoning Request



**VALOR**  
 VALOR AND ASSOCIATES, INC.  
 1150 W. BROADWAY, SUITE 1000  
 ATLANTA, GEORGIA 30309  
**sgirc**  
 SOUTHERN GEORGIA  
 STATE COLLEGE  
 PLANNING DEPARTMENT

**Roads**

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

**Functional Classification**

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

**Portion**

- Agriculture / Forestry
- Community Activity Center
- Downtown
- Established Residential
- Industrial Activity Center
- Industrial Area
- Institutional Activity Center
- Linear Greenspace/Trails
- Mill Town
- Moody Activity Zone

**Zoning Districts**

- Neighborhood Activity Center
- Park/Recreation/Conservation
- Public/Institutional
- Regional Activity Center
- Rememrbn Neighborhood Village
- Rural Activity Center
- Rural Residential
- Suburban Area
- Transitional Neighborhood
- Transportation/Communication/Utilities

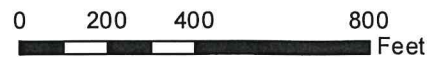
# REZ-2022-18

## WRPDO Site Map

### Legend

- |                      |                    |
|----------------------|--------------------|
| — Roads              | □ Open Water       |
| □ Portion            | ▒ Valdosta Airport |
| + Railroads          | ▨ Wetlands         |
| ▨ Park               | ▤ 100 Yr Flood     |
| ▤ City Limits        | — Hydrology        |
| ▥ Crashzone          | ▦ Drastic          |
| ▦ Crashzone West     | ▧ Recharge Areas   |
| ▧ Urban Service Area | ▨ Parcels          |

### Hilton Rez Rezoning Request





3 November 2022

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

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

**Re: Re-zoning of 8.29 Acres, part of Tax Parcel 0033 023B, located on Chug A Lug Road and being Lot #2 of Plat Cabinet C page 1379.**

Dear Commissioners;

On behalf of the property owners, Folsom Surveying LLC submits this letter of intent to rezone 8.29 Acres of land from E-A to **R-A, Residential Agricultural District (2.5 acre). This district is intended to preserve the mixed agricultural and residential character of land while providing a transition between rural and agricultural land and suburban and urban land.**

1. This area has multiple residential uses, many of them 1.0 Acres, that date back 50 years. R-A Zoning would comply with Lowndes County's 2030 Comprehensive plan and blend with Existing development.
2. Lot #2 is located on Chug A Lug Road, which was widened to 80' and paved in 1997 to promote growth in the area.
3. Lot #2 is located in the Agricultural/Forestry Character Area.

**Greater Lowndes 2030 Comprehensive Plan:**

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

**Policy 7.2.1** – Locate rural residential...uses within the rural service area.

**Policy 7.6.2** – Encourage future development to expand in area contiguous to existing developed areas...

In summary, I feel that the proposed R-A Zoning is compatible with the Greater Lowndes 2030 Comprehensive Plan, and with the existing land uses adjoining and surrounding it.

Thank you for your consideration.

Sincerely;  
Stan Folsom, GA RLS #2284

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



LOWNDES COUNTY BOARD OF COMMISSIONERS  
COMMISSION AGENDA ITEM

SUBJECT: REZ-2022-19 Tripp Talley, 4088 Old Bemiss Rd., R-21 to R-10,  
County Utilities, ~0.8 acres

DATE OF MEETING: December 13, 2022

Work Session/Regular Session

BUDGET IMPACT: N/A

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: REZ-2022-19 Tripp Talley, 4088 Old Bemiss Rd., R-21 to R-10, County Utilities, ~0.8 acres

---

HISTORY, FACTS AND ISSUES: This request represents a change in zoning on approximately 0.8 acres from R-21 (Medium Density Residential) zoning to R-10 (Suburban Density Residential) zoning, in order for the property to be subdivided into two ULDC conforming lots. Per the letter of intent and previous communications, the aim for the 2 lots would be for the construction of 2 duplex units (1 duplex unit on each lot). The existing residence on the subject property is slated to be removed.

The subject property is in the Urban Service Area and Neighborhood Activity Center Character Area. The subject property has a unique shape with frontage on Old Bemiss (Minor Collector), Bemiss Knights Academy (Minor Collector), and the Cater Parrott Railroad. As a courtesy, the applicant has submitted a conceptual site plan. It should be noted that, unless required by a condition of approval, the site plan is not binding and has not been approved by Lowndes County.

The neighboring land uses are mostly developed or developing single-family residential dwellings at the R-10 density level. To the west and north are a couple of undeveloped properties and then a mixture of lot sizes with seemingly older residences. Further west is the commercial Bemiss Rd corridor. Consideration has been given, with debate, about whether this density of duplexes on a lot with this size and configuration is appropriate. Ultimately, staff believes the proposed development can work but with some hesitancy because of the very slim margin for error.

The TRC had no technical objections, and staff finds the request overall consistent with the Comprehensive Plan. The GLPC heard from the applicant in support of the request, and no one spoke in opposition, and therefore recommends Approval (8-0).

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

RECOMMENDED ACTION: Approve

DEPARTMENT: Planning

DEPARTMENT HEAD: JD Dillard

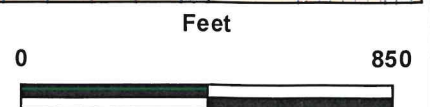
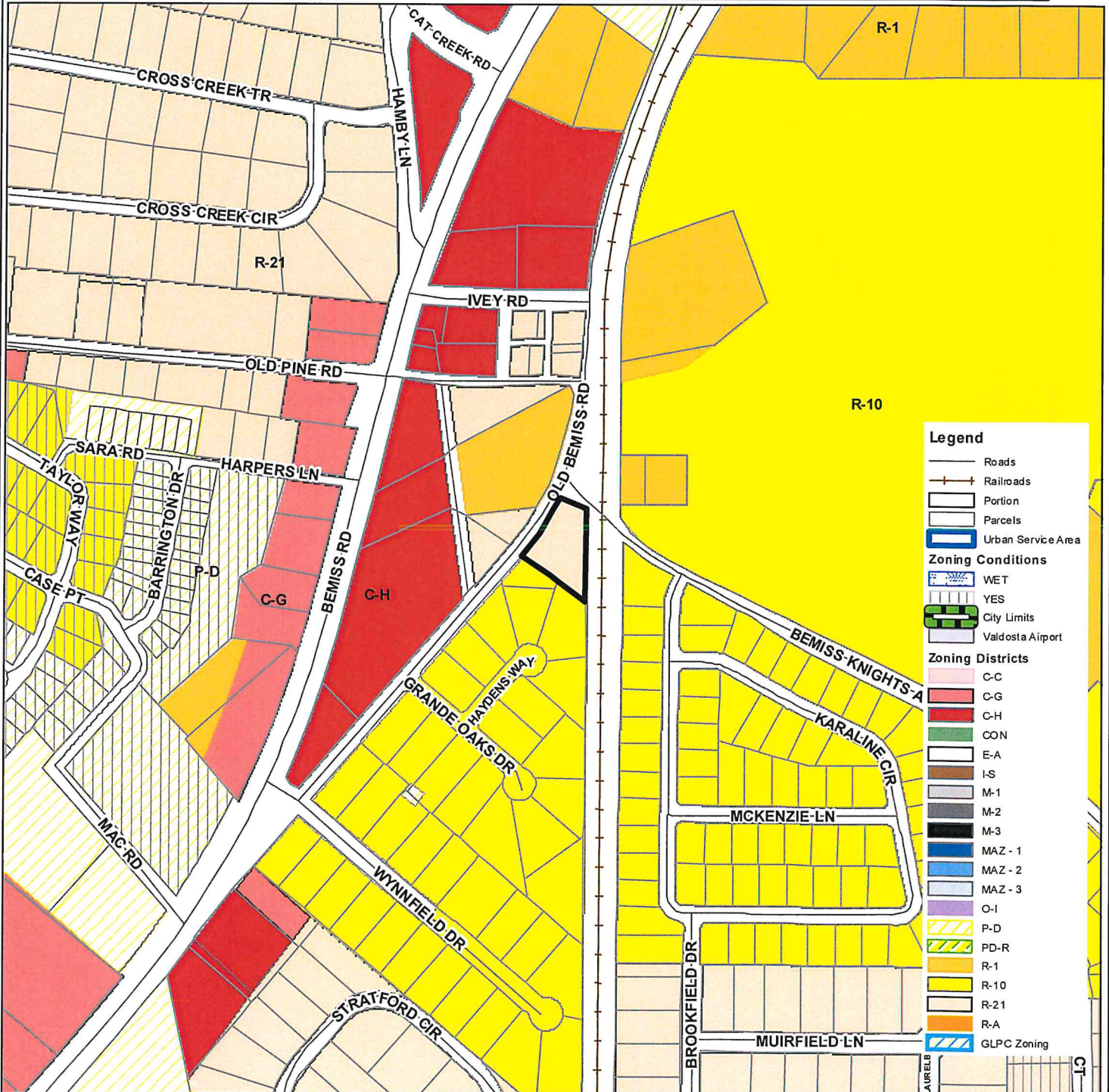
ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

# REZ-2022-19

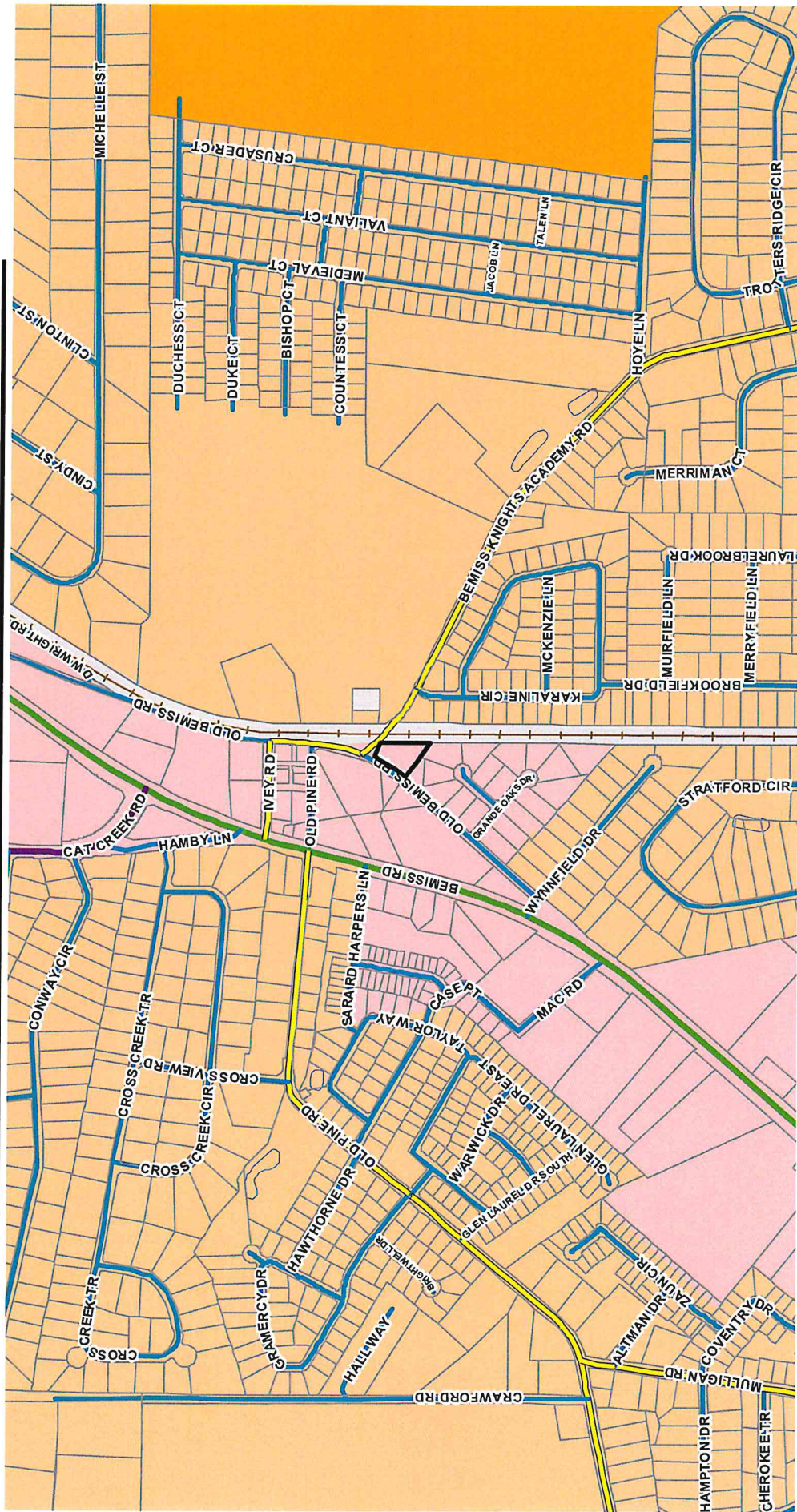
# Zoning Location Map

Tripp Talley  
Rezoning Request

CURRENT ZONING: R-21  
PROPOSED ZONING: R-10



## Tripp Talley Rezoning Request



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

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

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



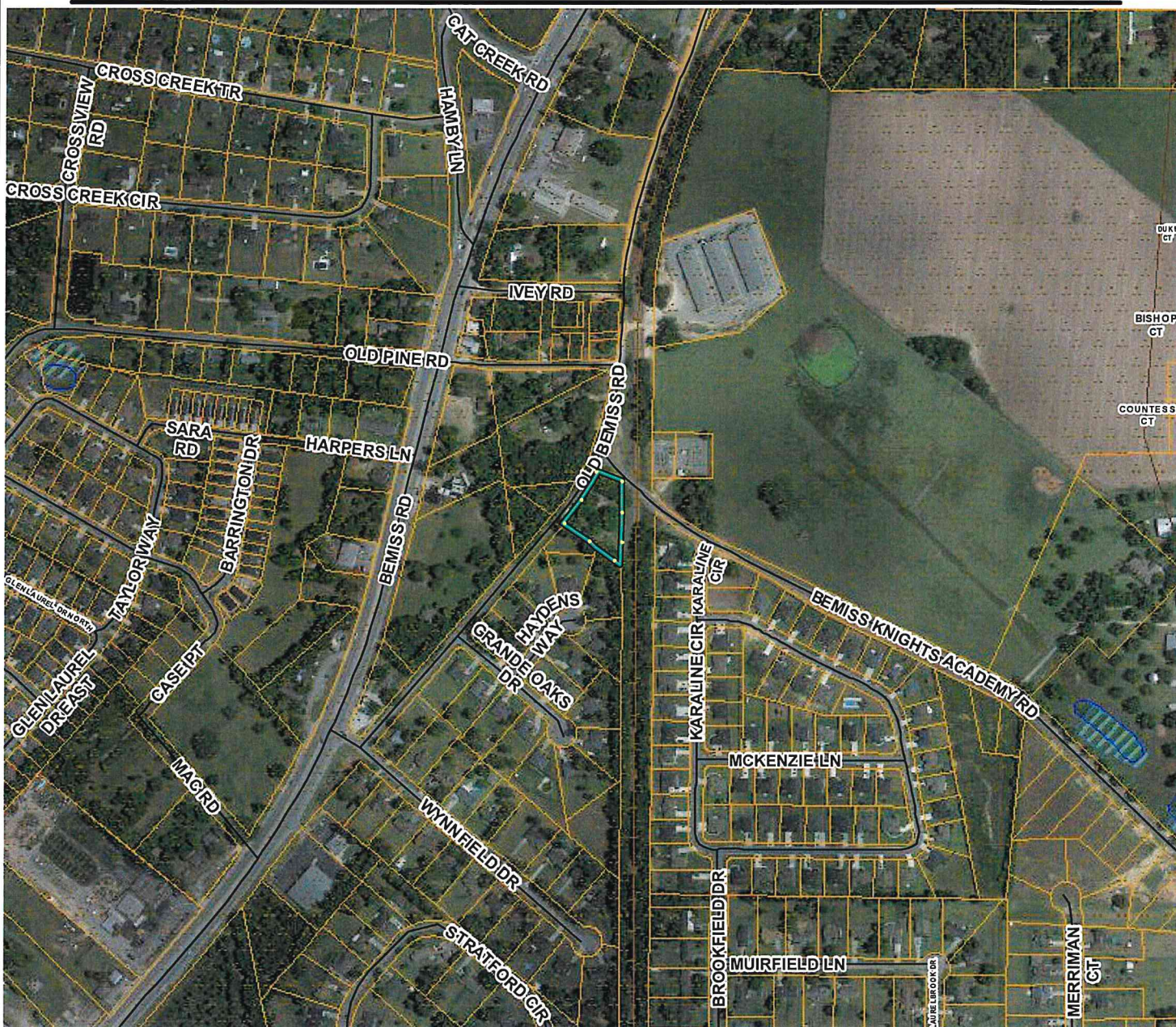
# REZ-2022-19

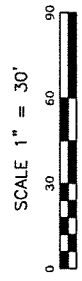
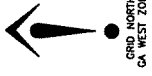
## WRPDO Site Map

### Legend

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

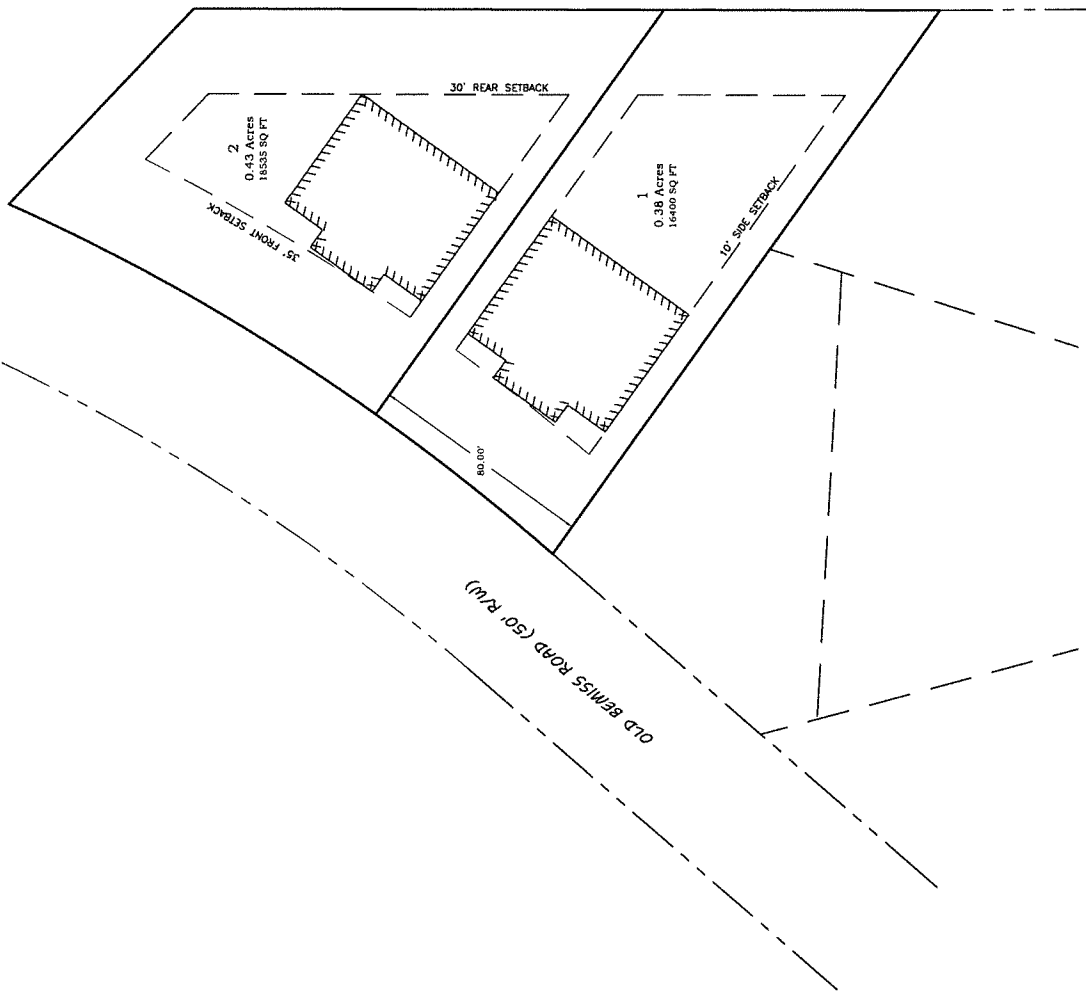
### Tripp Talley Rezoning Request





BEMISS KNIGHTS ACADEMY ROAD (60' R/W)

GA. SOUTHERN & FLORIDA RAILROAD (100' R/W)



LOCATED IN  
LAND LOT 131  
11TH LAND DISTRICT  
LOWNDES COUNTY, GA  
PLAT DATE:  
FIELD SURVEY DATE:

# CONCEPTUAL SITE PLAN FOR: 4088 OLD BEMISS ROAD

**INNOVATE!**  
Engineering & Surveying  
PHONE: 229-249-9113 www.innovatees.com  
2214 N. Patterson Street, Valdosta, GA 31602

LOWNDES COUNTY BOARD OF COMMISSIONERS  
COMMISSION AGENDA ITEM

SUBJECT: REZ-2022-20 Teramore Development, LLC, ~3 acres at Hwy 122  
& Skipper Bridge (Part of 0067 051), E-A to C-C, Well and Septic

DATE OF MEETING: December 13, 2022

Work Session/Regular Session

BUDGET IMPACT:

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: REZ-2022-20 Teramore Development, LLC, ~3 acres at Hwy 122 & Skipper Bridge (Part of 0067 051), E-A to C-C, Well and Septic

---

HISTORY, FACTS AND ISSUES: This request represents a change in zoning on the subject property from Estate Agricultural (E-A) zoning to Crossroads Commercial (C-C) zoning. Per the letter of intent, the proposal is to develop a Dollar General on approximately 3 acres of the 35-acre subject property. The subject property possesses road frontage on GA Hwy 122 E (State maintained minor arterial) and Skipper Bridge Road (County maintained minor collector). Although the national wetlands inventory (NWI) in VALOR does not show wetlands on the subject property, the survey does indicate their presence in the southeastern corner. If approved, that wetland area along with the two wetland ditches depicted are planned to be addressed during the civil phase of development through the Lowndes County Engineering Division. As a courtesy, the applicant has submitted a conceptual site plan. It should be noted that, unless required by a condition of approval, the site plan is not binding and has not been approved by Lowndes County. Concerning the 2021 Joint Comprehensive Plan, the subject property is in the Rural Service Area and depicted as within an Agriculture/Forestry Character Area, which lists C-C zoning as permitted (Where appropriate).

The TRC considered the request and had no objectionable comments based on the conceptual site plan, noting that the minimum buffer between C-C and E-A zoning is 30', but may be reduced to 15' with the addition of an opaque fence. Staff found the request consistent with the Comprehensive Plan and recommended approval.

At the GLPC meeting, representatives from Dollar General spoke in favor of the request, noting that the C-C zoning was recommended for the area, facade and site enhancements could be added, and that a final site layout had not been determined. Multiple citizens spoke in opposition to the request, citing concerns about additional traffic, property values, and the nearby proximity of similar stores, which led the GLPC to ultimately recommended denial of the request (7-1).

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

RECOMMENDED ACTION: Board's Pleasure

DEPARTMENT: Planning

DEPARTMENT HEAD: JD Dillard

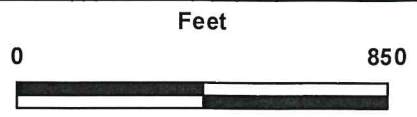
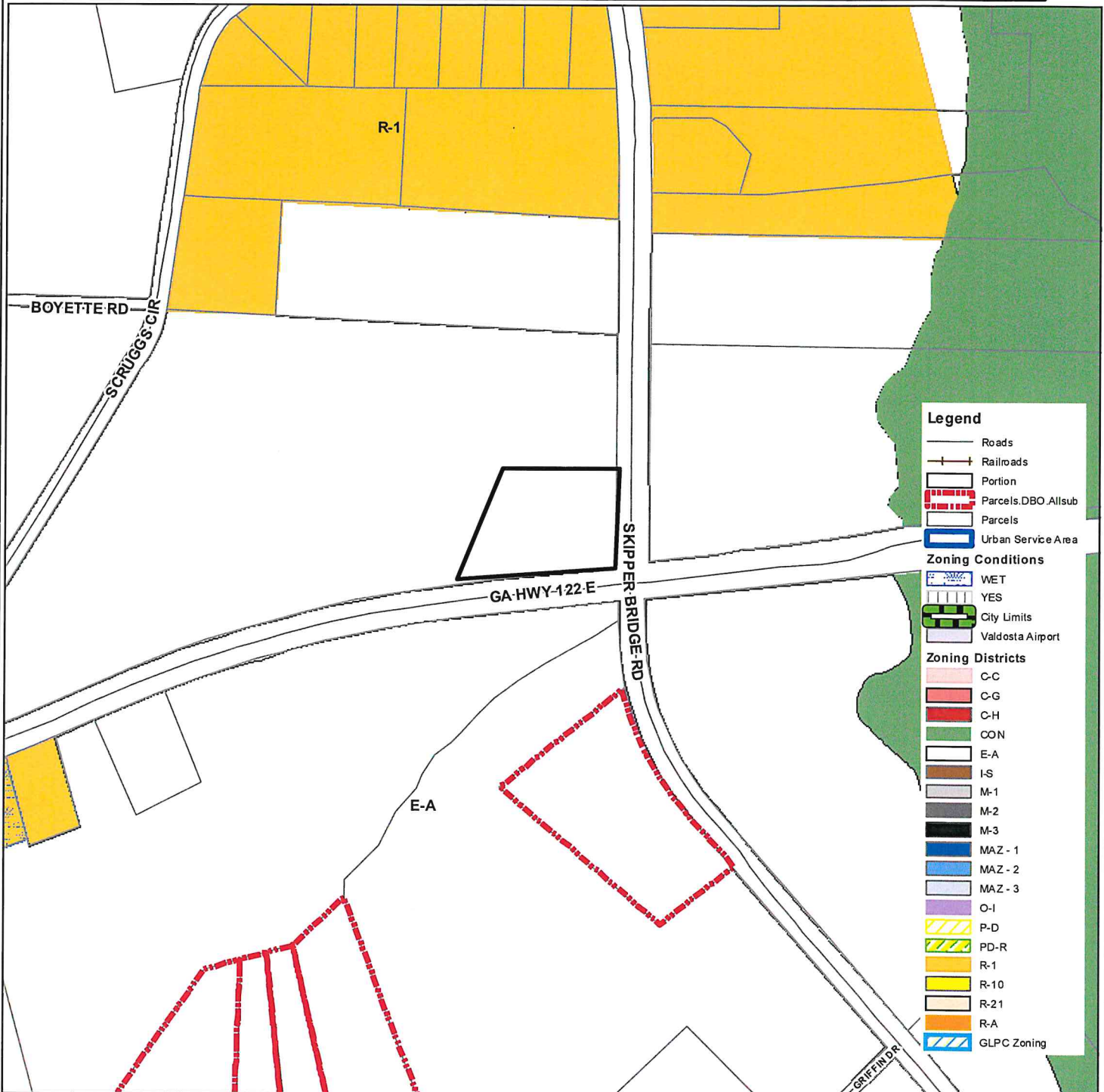
ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

# REZ-2022-20

# Zoning Location Map

Teramore/Skipper Bridge Road  
Rezoning Request

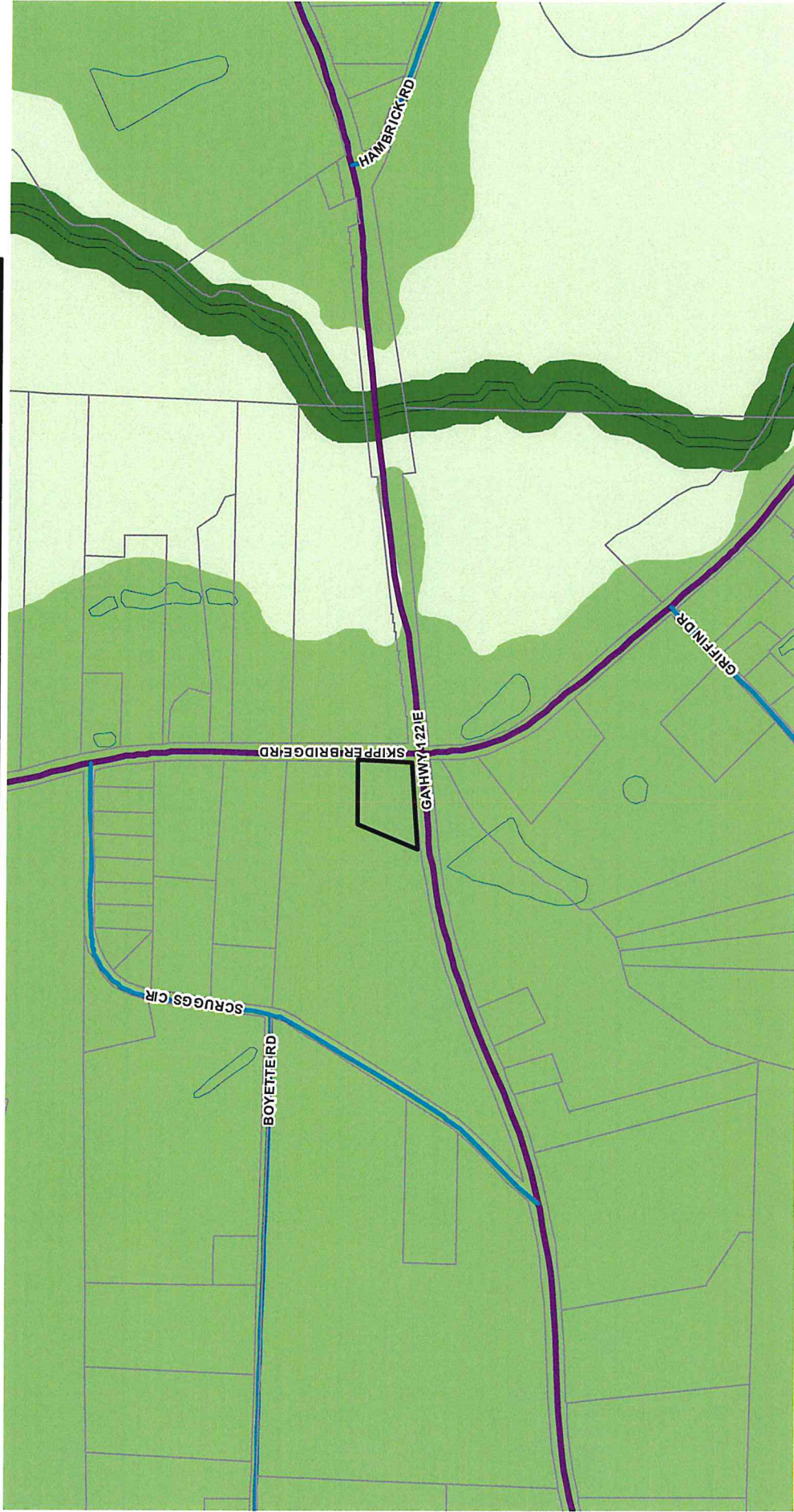
CURRENT ZONING: E-A  
PROPOSED ZONING: C-C



# REZ-2022-20

# Future Development Map

## Teramore/Skipper Bridge Road Rezoning Request



**Roads**

**Functional Classification**

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

**Urban Service Area**

- City Limits
- Parcels
- Open Water

**Partion**

- Agriculture / Forestry
- Community Activity Center
- Downtown
- Established Residential
- Industrial Activity Center
- Industrial Area
- Institutional Activity Center
- Linear Greenspace/Trails
- Mill Town
- Moody Activity Zone

**Neighborhood Activity Center**

- Park/Recreation/Conservation
- Public / Institutional
- Regional Activity Center
- Remerem Neighborhood Village
- Rural Activity Center
- Rural Residential
- Suburban Area
- Transitional Neighborhood
- Transportation/Communication/Utilities

**VALOR**  
VISION. VALUE. VITALITY. VALUE. VITALITY. VALUE. VITALITY.

**SGIC**  
SOUTHERN GEORGIA  
INSTITUTIONAL CENTER

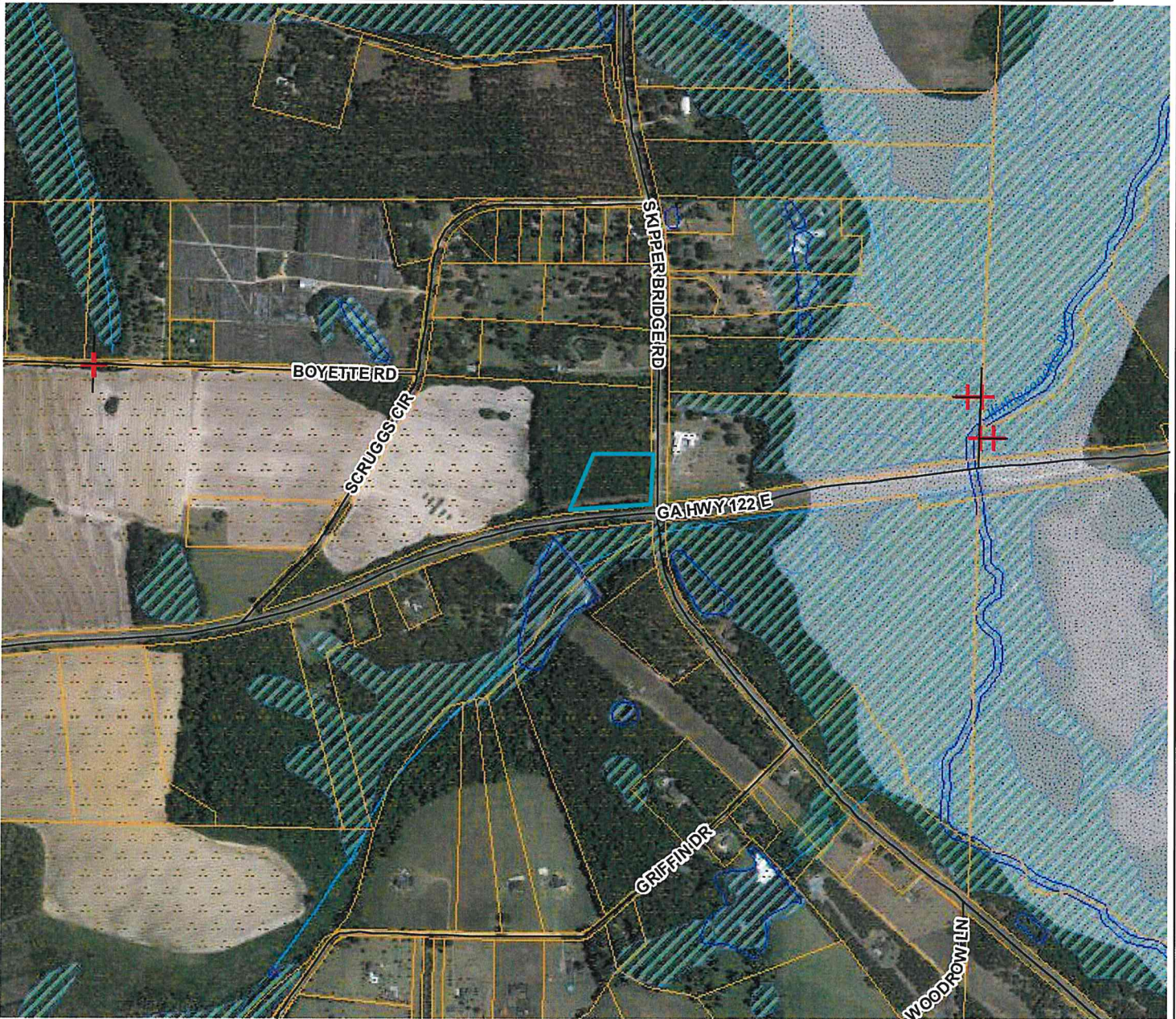
# REZ-2022-20

## WRPDO Site Map

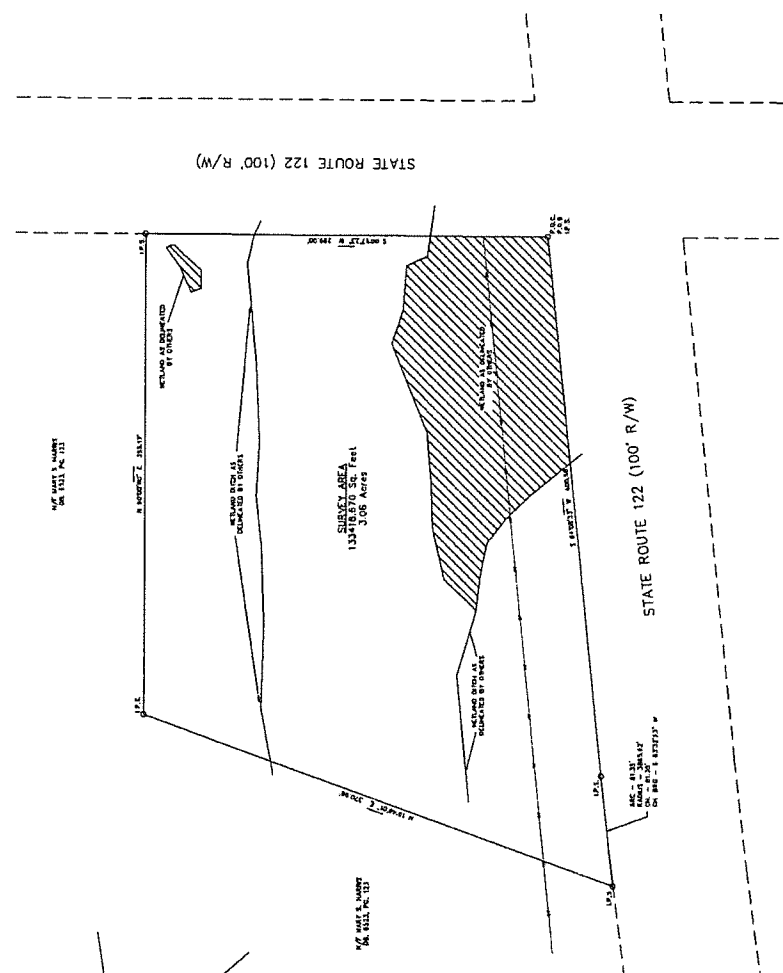
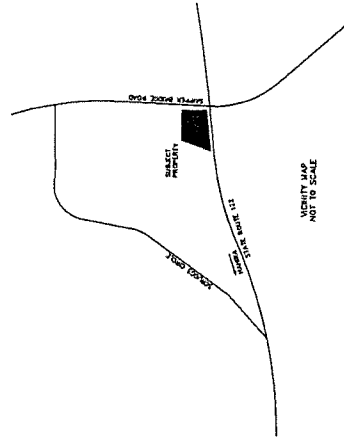
### Legend

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

### Teramore/Skipper Bridge Road Rezoning Request



**RECORDING NOTE:**  
 1) THIS PLAT HAS BEEN SUBMITTED FOR PUBLIC REVIEW AND APPROVAL BY THE BOARD OF SUPERVISORS OF LAWRENCE COUNTY, GEORGIA.  
 2) THIS PLAT IS SUBJECT TO THE REGULATIONS OF THE STATE BOARD OF SURVEYORS AND GEODETIC ENGINEERS.  
 3) THIS PLAT IS SUBJECT TO THE REGULATIONS OF THE STATE BOARD OF SURVEYORS AND GEODETIC ENGINEERS.  
 4) THIS PLAT IS SUBJECT TO THE REGULATIONS OF THE STATE BOARD OF SURVEYORS AND GEODETIC ENGINEERS.  
 5) THIS PLAT IS SUBJECT TO THE REGULATIONS OF THE STATE BOARD OF SURVEYORS AND GEODETIC ENGINEERS.



The property shown herein is surveyed based on:  
 1. [unclear]  
 2. [unclear]  
 3. [unclear]  
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 99. [unclear]  
 100. [unclear]

THIS PLAT WAS PREPARED FOR THE EXCLUSIVE USE OF THE SURVEYOR AND HIS EMPLOYERS OR SUCCESSORS AND IS NOT TO BE USED FOR ANY OTHER PURPOSES WITHOUT THE WRITTEN CONSENT OF THE SURVEYOR. THE SURVEYOR ASSUMES NO LIABILITY FOR ANY ERRORS OR OMISSIONS IN THIS PLAT. THE SURVEYOR'S LIABILITY IS LIMITED TO THE PROFESSIONAL FEES PAID TO HIM BY HIS CLIENTS.

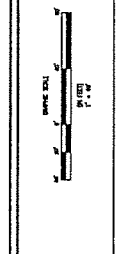
1. THE PLAT WAS PREPARED FOR THE EXCLUSIVE USE OF THE SURVEYOR AND HIS EMPLOYERS OR SUCCESSORS AND IS NOT TO BE USED FOR ANY OTHER PURPOSES WITHOUT THE WRITTEN CONSENT OF THE SURVEYOR.
2. THE SURVEYOR ASSUMES NO LIABILITY FOR ANY ERRORS OR OMISSIONS IN THIS PLAT.
3. THE SURVEYOR'S LIABILITY IS LIMITED TO THE PROFESSIONAL FEES PAID TO HIM BY HIS CLIENTS.
4. THE SURVEYOR'S LIABILITY IS LIMITED TO THE PROFESSIONAL FEES PAID TO HIM BY HIS CLIENTS.
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10. THE SURVEYOR'S LIABILITY IS LIMITED TO THE PROFESSIONAL FEES PAID TO HIM BY HIS CLIENTS.

DATE OF SURVEY: 10/15/2024  
 SURVEYOR: [unclear]  
 LICENSE NO.: [unclear]

JOB NUMBER:	23048	SURVEY DATE:	NOVEMBER 1, 2023
DRAWN/CHECKED:	CH/DWB	PLAT DATE:	NOVEMBER 1, 2023
SCALE:	1"=40'	REVISION DATE:	N/A
FIELD BOOK:	FILE	FILE:	C:\PROJECTS\2023\23048\23048.dwg

REZONING PLAT FOR:  
**TERAMORE DEVELOPMENT, LLC**  
 NORTHEAST INTERSECTION OF US HIGHWAY 130 AND HIGHWAY 102  
 LAND LOTS 2, 1109, LAND DISTRICT  
 LAWRENCE COUNTY, GEORGIA

**WATSON**  
 SURVEYING, MAPPING & PLANNING  
 1111 W. BROADWAY, SUITE 100  
 ATLANTA, GA 30309  
 (404) 525-1111  
 www.watsonsurvey.com



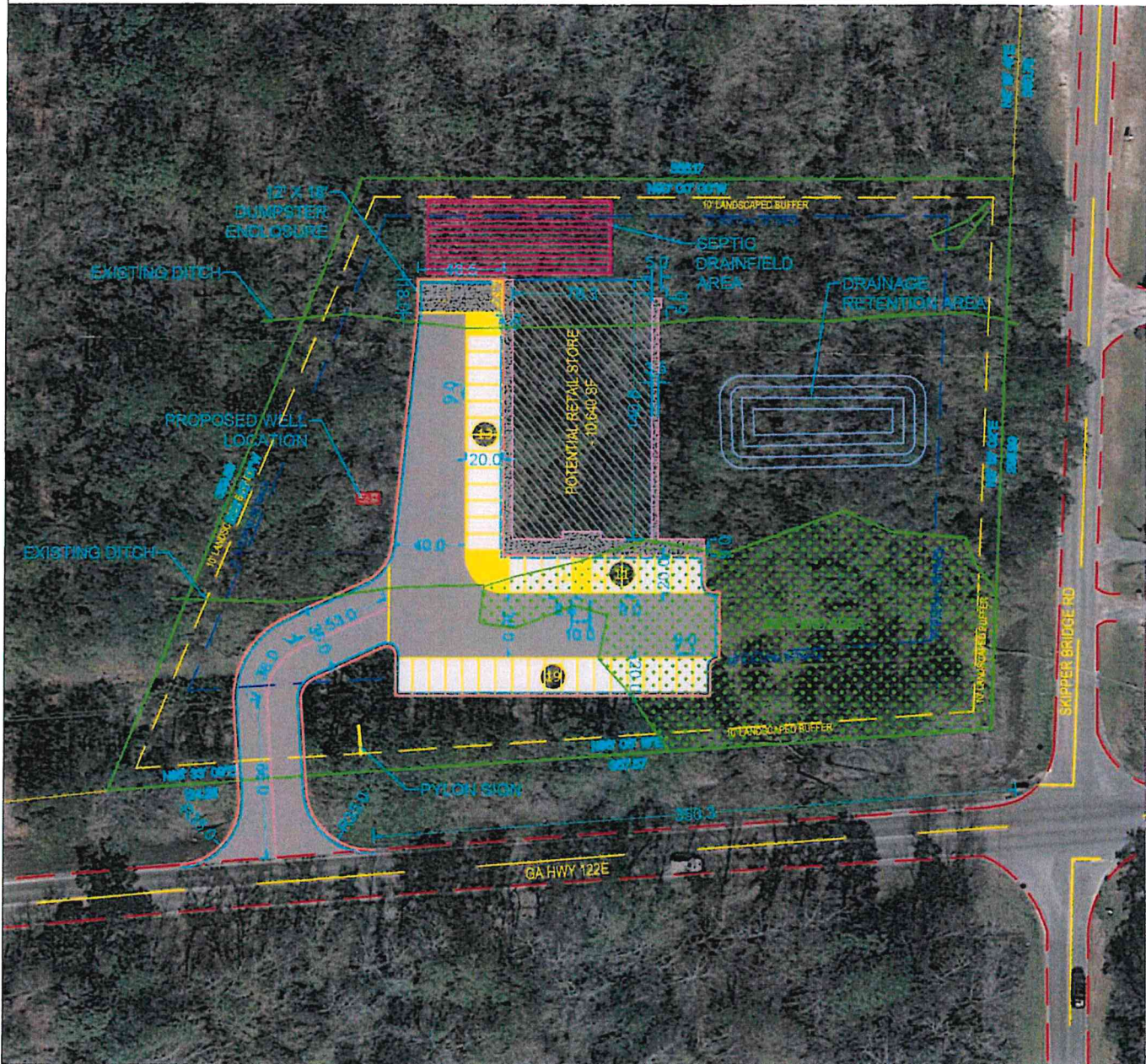
THIS PLAT IS SUBJECT TO THE REGULATIONS OF THE STATE BOARD OF SURVEYORS AND GEODETIC ENGINEERS. THE SURVEYOR ASSUMES NO LIABILITY FOR ANY ERRORS OR OMISSIONS IN THIS PLAT.

SHEET 1 OF 1

RECORDING INFORMATION: LAWRENCE COUNTY, GEORGIA  
 PLAT NO. 133410.670  
 DATE OF SURVEY: 10/15/2024  
 SURVEYOR: [unclear]  
 LICENSE NO.: [unclear]



SITE PLAN - AERIAL		CITY, STATE - STREET HAHIRA, LOWNDEN COUNTY, GA - SKIPPER BRIDGE RD		PARCEL ID: 0067 051
PROTOTYPE:	A	DEVELOPER	DESIGNER	DATE
BLDG SF: 10,640/8,513 SF		COMPANY: TERAMORE DEVELOPMENT, LLC	COMPANY: TERAMORE DEVELOPMENT, LLC	08/24/22
ACREAGE: 3.0 ± AC		NAME: JOSH HUFSTETLER	NAME: CHAD STRICKLAND	
PARKING: 43		PHONE: (229) 977-3931	PHONE: (229) 977-1008	



LEGEND	
	EXISTING ASPHALT
	PROPOSED HD ASPHALT
	PROPOSED CONCRETE
	PROPOSED LD ASPHALT
	PROPOSED LANDSCAPING

**GENERAL NOTES:**

- PRELIMINARY BOUNDARY IS BASED ON INFORMATION FROM PROPERTY APPRAISER AND SHALL BE USED FOR ILLUSTRATIVE PURPOSES ONLY. THIS PLAN SHALL NOT BE INTENDED TO CERTIFY THE ACCURACY OF EXISTING SURFACE OR SUBSURFACE CONDITIONS. ALL AREAS AND DIMENSIONS ARE APPROXIMATE AND SHOULD BE VERIFIED BY ACTUAL SURVEY
- PROPOSED ACCESS LOCATIONS SHALL BE APPROVED BY REGULATORY AGENCIES HAVING JURISDICTION.





**Langdale Vallotton, LLP**

1007 N. Patterson Street | Valdosta, Georgia 31601  
Tel: (229) 244-5400 | [www.langdalelaw.com](http://www.langdalelaw.com)

**William C. Nijem, Jr.**

Direct Dial: (229) 588-7118  
[bnijem@langdalelaw.com](mailto:bnijem@langdalelaw.com)

LV File No. 220684/BN

November 8, 2022

Mr. J.D. Dillard  
Planning and Zoning Director  
Lowndes County, Georgia  
327 N. Ashley Street, 2nd Floor  
Valdosta, Georgia 31601  
Via E-Mail to: [jdillard@lowndescounty.com](mailto:jdillard@lowndescounty.com)

RE: Proposed Rezoning of a 3.0 Acre Parcel Located on the Northwestern Corner of  
GA Hwy 122 E and Skipper Bridge Road

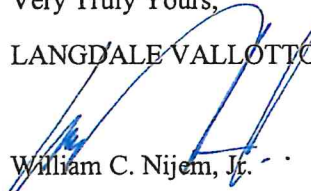
Dear Mr. Dillard:

Our firm represents Teramore Development, LLC ("Teramore"), the proposed developer, in connection with the above referenced zoning matter. This rezoning application is being filed for development of a general retail store. Teramore acts as a preferred developer for the placement and construction of Dollar General stores. Dollar General has already approved this location for the development of a store. The property sits on the Northwestern corner of GA Hwy 122 E and Skipper Bridge Road, a well-travelled intersection in this area of Lowndes County. This intersection of two major roads will provide an excellent location to serve the general retail needs of the surrounding rural community. Further, the proposed zoning is consistent with the Future Development Plan for the Agriculture and Forestry Character Area, and the proposed development will include significant natural buffers to minimize any conflict between the commercial and agricultural or residential uses.

Please find enclosed the Unified Land Development Code Application for rezoning along with a proposed site plan, a list of adjacent property owners, and a check in the amount of \$620.25. Please let us know if you need any additional information or if there are any additional fees. If you should have any questions, please do not hesitate to contact me.

Very Truly Yours,

LANGDALE VALLOTTON, LLP

  
William C. Nijem, Jr.

Enclosures  
WCNjr/td



LOWNDES COUNTY BOARD OF COMMISSIONERS  
COMMISSION AGENDA ITEM

SUBJECT: Addition to Basic Decorative Lighting District: Cattle Crossing  
Subdivision (24 lots)

DATE OF MEETING: December 13, 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: Cattle Crossing Subdivision  
(24 lots)

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HISTORY, FACTS AND ISSUES: This request concerns a Petition to add 24 lots of the Cattle Crossing Subdivision into the County's basic decorative street lighting district under the Street Lighting Ordinance. For reference, staff has verified that the Petition is 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 Valdosta Daily Times 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 24 lots of the Cattle Crossing Subdivision as defined on the petition 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: Accept

DEPARTMENT: Planning/Zoning

DEPARTMENT HEAD: JD Dillard

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

**ORDINANCE**

AN ORDINANCE (“TWELFTH AMENDMENT”) BEING THE TWELFTH 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, David DeLoach, (“Petitioner”) submitted to the County Manager Petitions for the Addition of Lots 1 through 24 of the Cattle Crossing Subdivision, 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 Petition and the public hearing before the Board of Commissioners at which the Petition is 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 Petition is 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 Central Lowndes County 2 – Revised 3/2022” of the Street Lighting Ordinance is hereby deleted in its entirety and replaced with the page “Exhibit B - Basic Decorative – North Central Lowndes County 2 – Revised 12/2022” attached as Attachment II to this Twelfth Amendment.

2. Capitalized terms not otherwise defined in this Twelfth 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 Twelfth Amendment each includes the other unless the other is expressly excluded.
4. Each separate provision of this Twelfth Amendment is deemed independent of all other provisions herein so that if any portion or provision of this Twelfth 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 Twelfth 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



**PETITION FOR ADDITION TO STREET LIGHTING DISTRICT**

**Basic Decorative Street Lighting District**

This Petition is submitted pursuant to Section 6 of the Ordinance Creating Special Districts for Providing Street Lighting adopted by the Board of Commissioners March 17, 2018. Capitalized terms in this Petition have the meaning ascribed to them in the Ordinance.

This Petition is submitted for a proposed Addition to the Basic Decorative Street Lighting District.

Attachment 1 is a plat or map depicting the Lots in the proposed Addition, adjoining Streets, and locations of existing and/or proposed Street Lights in the proposed Addition.

Attachment 2 are Signatories to this Petition. A Petition for an Addition must be signed within 120 days preceding submission by the owners of record of at least 67% of the Lots in the proposed Addition.

Petitioner is authorized to represent each Signatory with regard to the Petition. The County Manager may communicate with each Signatory by communicating with Petitioner who shall be responsible for relaying all communications of the County Manger to each Signatory.

The annual assessment levied by the Ordinance against each Lot in the Basic Decorative Street Lighting District is \$61.50.

Concurrent with submitting a Petition, Petitioner shall pay the County a processing fee of \$200.

The County is not responsible to install or to pay the cost to install Street Lights in the Addition.

Street Lights are installed in the proposed Addition.

Street Lights are not installed in the proposed Addition.

Colquith EMC will install the Street Lights.

Colquith EMC will pay the cost to install the Street Lights.

Petitioner: [Signature] David DeLoach 10-12-22  
Signature Printed Name Date

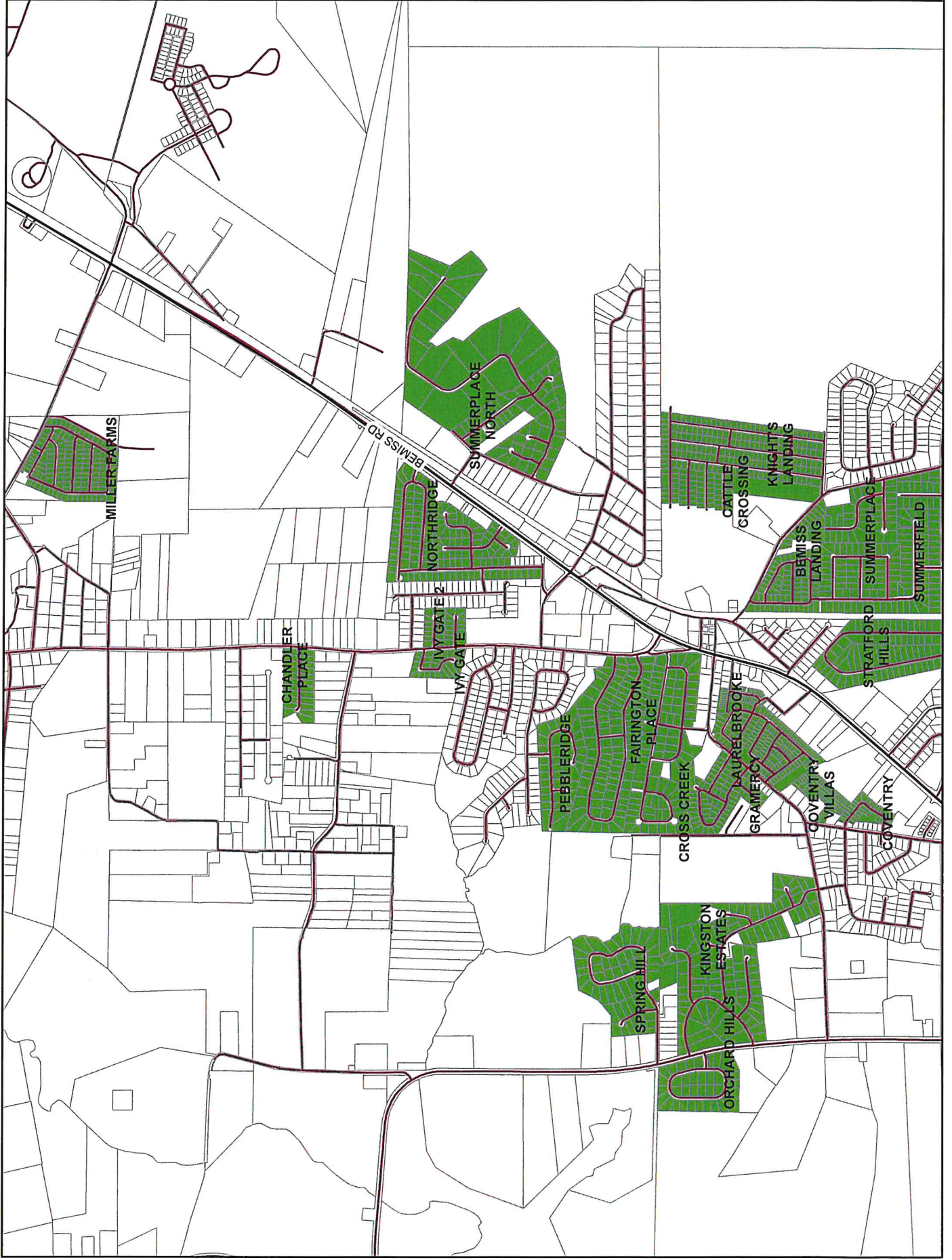
P.O. Box 5041 Nashville Ga 31639 229-316-3988 dde10322@aol.com  
Mailing Address Telephone Email







Exhibit B - Basic Decorative - North Central Lowndes County 2 - Revised 12/2022



LOWNDES COUNTY BOARD OF COMMISSIONERS  
COMMISSION AGENDA ITEM

SUBJECT: Purchase of Between the Rivers, L.L.C. Property

Work Session/Regular Session

DATE OF MEETING: December 13, 2022

BUDGET IMPACT: \$121,500.00

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: Purchase of Property from Between the Rivers, L.L.C.

HISTORY, FACTS AND ISSUES: The County has the opportunity to purchase the property currently owned by Between the Rivers, L.L.C. located at the confluence of the Withlacoochee and Little Rivers as depicted on the attached qPublic aerial photograph. The subject property is 71.47 acres per the completed survey. The Parks and Recreation Authority owns the property between the subject property and Highway 133.

The proposed purchase price is \$121,500.00. This is the amount of a September 2022 appraisal for the County by Bajalia & Associates. The appraisal considers a Deed of Conservation Easement from Between the Rivers, L.L.C. to Georgia-Alabama Land Trust, Inc.

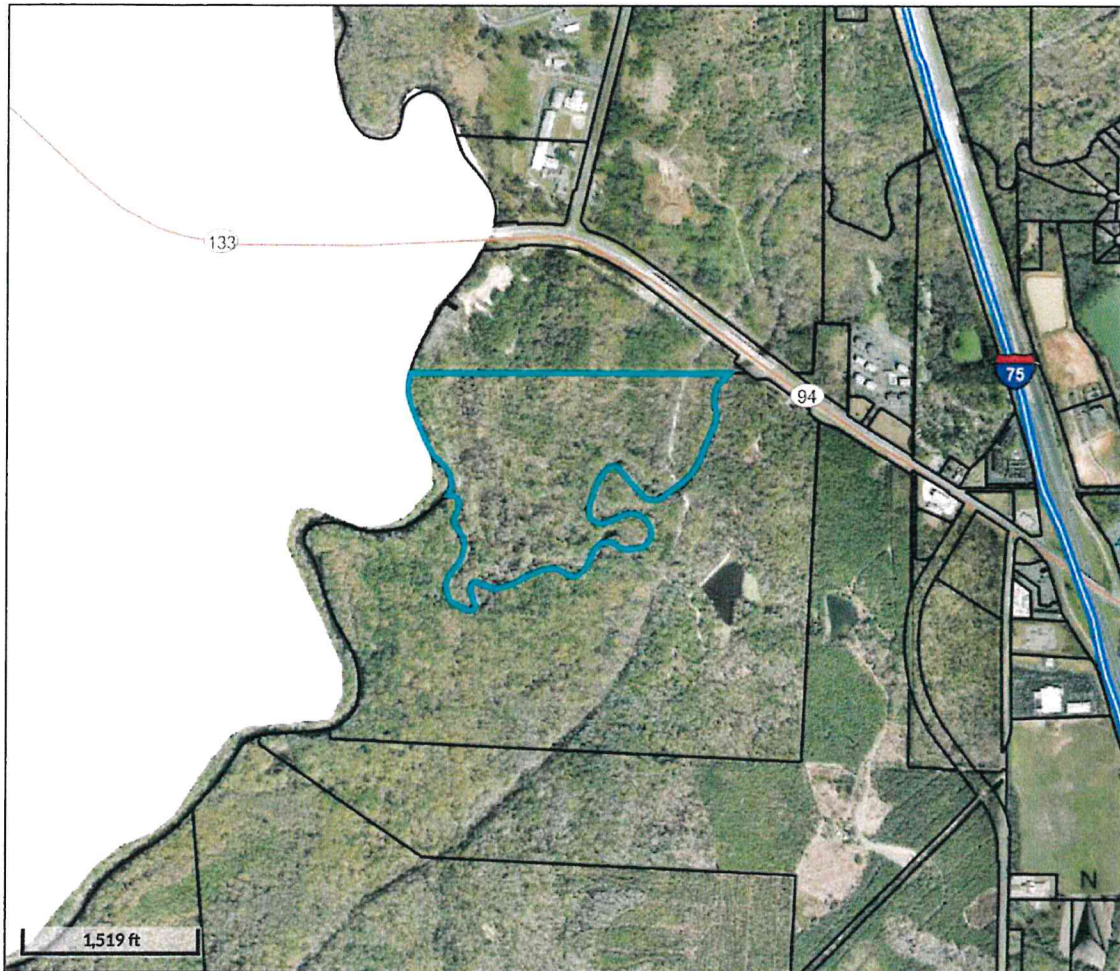
OPTIONS: 1. Approve the purchase of the depicted property for \$121,500.00.  
2. Redirect

RECOMMENDED ACTION: Approve

DEPARTMENT: Community Development

DEPARTMENT HEAD: Rachel Thrasher

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:



Overview



Legend

- Parcels
- Roads

<b>Parcel ID</b>	0057 003	<b>Owner</b>	BETWEEN THE RIVERS LLC	<b>Last 2 Sales</b>			
<b>Class Code</b>	Agricultural		300 MOUNTAIN CREEK TRACE NW	<b>Date</b>	<b>Price</b>	<b>Reason</b>	<b>Qual</b>
<b>Taxing District</b>	02-Lowndes County		ATLANTA, GA 30328	4/1/2019	\$55000	14	U
	Lowndes County	<b>Physical Address</b>	n/a	9/12/2008	0	3E	U
<b>Acres</b>	74.14	<b>Assessed Value</b>	Value \$127347				

(Note: Not to be used on legal documents)

Date created: 11/9/2022  
 Last Data Uploaded: 11/9/2022 8:41:08 AM

Developed by  **Schneider**  
 GEOSPATIAL

LOWNDES COUNTY BOARD OF COMMISSIONERS  
COMMISSION AGENDA ITEM

SUBJECT: MyGov Intergovernmental Agreement

DATE OF MEETING: December 13, 2022

Work Session/Regular Session

BUDGET IMPACT: \$22,894.96

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: MyGov Intergovernmental Agreement

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HISTORY, FACTS AND ISSUES: MyGov will be the new software used by Lowndes County Planning and Zoning, Inspections and Permitting, and Code Enforcement. MyGov was selected over other software because of simplicity and cost. It was developed and is provided by the South Central Planning and Development Commission, which is a political subdivision of the State of Louisiana. It is a non-profit entity, so its fees are substantially lower than fees for most software packages because it does not require a profit and places all funding into the application.

The Intergovernmental Agreement has been reviewed by the County Attorney.

OPTIONS: 1. Approve and authorize the Chairman to sign the Agreement.  
2. Redirect.

RECOMMENDED ACTION: Approve  
Option 1

DEPARTMENT: Permits, Inspections & Code Enforcement

DEPARTMENT HEAD: Mindy Bates

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

**INTERGOVERNMENTAL AGREEMENT  
FOR SCPDC SOFTWARE LICENSE AND SERVICE AGREEMENT**

This INTERGOVERNMENTAL AGREEMENT (this "Agreement") is entered into by and between South Central Planning and Development Commission, a political subdivision of the State of Louisiana, domiciled in Terrebonne Parish, Louisiana, hereinafter referred to as "SCPDC," and Lowndes County, Georgia, a political subdivision of the State of Georgia, hereinafter referred to as "Licensee," (individually a "party" and collectively the "parties"), and describes the terms and conditions pursuant to which SCPDC will license to Licensee the use of, and provide support services for, certain software defined herein.

In consideration of the mutual promises and upon the terms and conditions set forth below, the parties agree as follows:

1. PARTIES AND PURPOSE

1.1 Licensee is a political subdivision of the State of Georgia.

1.2 SCPDC is a regional planning commission and political subdivision of the State of Louisiana, domiciled in Terrebonne Parish. SCPDC was established by and exists under Louisiana law.

1.3 SCPDC has created a unique suite of government management software modules collectively called MyGovernmentOnline software. This Agreement is entered into between the parties for SCPDC to license the use of software to Licensee under certain terms and conditions and to provide related support services to Licensee.

1.4 The parties enter into this Agreement pursuant to OCGA § 36-69A-8 which states: "Any one or more counties or municipalities in this state may contract with any one or more public agencies of another state to perform any governmental service, activity, or undertaking which each public agency entering into the contract is authorized by law to perform; provided, however, that such contract shall be authorized by the governing body of each party to the contract. Such contract shall set forth fully the purposes, powers, rights, objectives, and responsibilities of the contracting parties." Each party is a public agency authorized by law to perform the governmental services, activities, and undertakings set forth herein. This Agreement is authorized by the governing body of each party. This Agreement sets forth fully the purposes, powers, rights, objectives, and responsibilities of the parties.

1.5 This Agreement does not create a partnership, joint venture, franchise, agency, fiduciary, or employment relationship between the parties. Neither party is authorized to bind the other party. In entering into and performing under this Agreement, SCPDC is and will be a licensor of software and an independent contractor providing support services.

2. DEFINITIONS

2.1 "CONFIDENTIAL INFORMATION" means all SCPDC Software listings, Documentation, information, data, drawings, benchmark tests, specifications, trade secrets, object

code and machine-readable copies of the SCPDC Software, source code relating to the SCPDC Software, and any other proprietary information supplied to Licensee by SCPDC, or by Licensee to SCPDC, and clearly marked as "confidential information", including all items defined as "confidential information" in any other agreement between Licensee and SCPDC whether executed prior to or after the date of this Agreement.

2.2 "DOCUMENTATION" means any on-line help files, instruction manuals, operating instructions, user manuals, and specifications provided by SCPDC which describe the use of the Software and which either accompany the SCPDC Software or are provided to Licensee at any time.

2.3 "EFFECTIVE DATE" means the later of the dates on which Licensee or SCPDC has signed this Agreement, provided however, Licensee's obligation to pay the License Fee shall begin the first day Licensee "goes live" with use of the SCPDC Software.

2.4 "EQUIPMENT" means the computer system, including peripheral equipment and operating system software, specified in Schedule B.

2.5 "MAJOR AND MINOR UPDATES" shall mean updates, if any, to the SCPDC Software. Major Updates involve additions of substantial functionality while Minor Updates do not. Major Updates are designated by a change in the number to the left of the decimal point of the number appearing after the product name while Minor Updates are designated by a change in such number to the right of the decimal point, for example, My Permit Now version X.0 (major update) and My Permit Now version 0.Y (minor update). SCPDC is the sole determiner of the availability and designation of an update as a Major or Minor Update. Where used herein "Updates" shall mean Major or Minor Updates interchangeably.

2.6 "SITE" means each physical location, or each Internet link accessible by end-users through Licensee's web site, at which Licensee and its customers are entitled to Use the SCPDC Software.

2.7 "SCPDC SOFTWARE" means SCPDC's government management computer software modules collectively called MyGovernmentOnline and otherwise provided for Licensee's Use pursuant to this Agreement. MyGovernmentOnline includes SCPDC's MyPermitNow, MyProjectNow, MyAddressNow, and Inspection Anywhere computer software modules.

2.8 "USE" means loading, utilization, storage or display of the SCPDC Software by Licensee for its own internal information processing and utilization by end users accessing Licensee's web site through the Internet.

2.9 "PERMIT" shall mean any type of permit, including but not limited to, new construction permit, building permit, structure renovation permit, mechanical permit, plumbing permit, gas permit, electrical permit, and sign permit. Multiple permits listed under one number shall be considered a single permit when calculating funds owed SCPDC pursuant to the terms of this Agreement.

2.10 "LICENSE FEE(S)" shall mean all payments due pursuant to this Agreement, including the permit volume package amount and the payments due for the elected add on modules as detailed in Schedule A.

### 3. LICENSE, DELIVERABLES AND COPIES

#### 3.1 LICENSE GRANT

(a) Subject to the terms of this Agreement, SCPDC grants to Licensee a nonexclusive, nontransferable, royalty-bearing user license during the term of this Agreement (the "License") to Use the SCPDC Software, through Internet access only, internally on one or more servers controlled by or on behalf of Licensee solely for purposes of using the SCPDC Software. The scope of the License encompasses Licensee's internal Use of the SCPDC Software in connection with providing services to Licensee's customers, allowing customers of Licensee access to Licensee's portal for the purpose of researching permit requirements and submitting permit requests to the Licensee, but excludes any sublicensing of the SCPDC Software, uploading or otherwise transferring, or providing direct access to, the SCPDC Software to any third party without SCPDC's prior written consent, including access by any third party to the SCPDC Software on a stand-alone basis. The License granted hereunder includes the use of Documentation in connection with Use of the SCPDC Software.

(b) OWNERSHIP. SCPDC owns all right, title and interest in and to the SCPDC Software and reserves all rights therein not expressly granted under this Agreement. The License transfers to Licensee neither title nor any proprietary or intellectual property rights to the SCPDC Software, Documentation, or any copyrights, patents, or trademarks, embodied or used in connection therewith, except for the rights expressly granted herein.

(i) Without limiting the generality of the foregoing, except as expressly stated in paragraph (a), Licensee may not directly or through any third party (a) transfer or sublicense, in whole or part, any copies of the SCPDC Software to any third party; (b) modify, decompile, reverse engineer, or otherwise attempt to access the source code of the SCPDC Software; or (c) copy the SCPDC Software, except such copies of the records as necessary for reasonable and customary back-up and disaster recovery purposes. Licensee will not delete or alter the copyright, trademark or other proprietary rights notices of SCPDC and its licensors included with the SCPDC Software as delivered to Licensee, and will reproduce such notices on all copies of the SCPDC Software. If derivative works of the SCPDC Software are prepared by or on behalf of Licensee based on suggestions or requests by Licensee, SCPDC will solely own such modifications.

(ii) The Licensee may not develop products that interface or are intended for use with the SCPDC Software ("Add-On Products") without SCPDC's express written permission.

(c) Notwithstanding the inclusion of Licensee's customers in the class of allowed users, SCPDC's affirmative obligations will be limited to Licensee.

3.2 DELIVERABLES. SCPDC shall issue to Licensee, as soon as practicable, a web address from which the Licensee can select "jurisdiction login." The login account shall be comprised of a unique username (for instance johndoe@scpsc.org) and password for each user of the system in the employ and under control of Licensee.



3.3 COPIES. Whenever Licensee is permitted to copy or reproduce all or any part of the Documentation, all titles, trademark symbols, copyright symbols and legends, and other proprietary markings must be reproduced.

4. LICENSE RESTRICTIONS. Licensee agrees that it will not itself, or through any agent or other third party: (a) sell, lease, license or sub-license the SCPDC Software or the Documentation; (b) decompile, disassemble, or reverse engineer the SCPDC Software, in whole or in part; (c) write or develop any derivative software or any other software program based upon the SCPDC Software or any Confidential Information; (d) use the SCPDC Software to provide services on a 'service bureau' basis; or (e) provide, disclose, divulge or make available to, or permit use of the SCPDC Software by any unauthorized third party without SCPDC's prior written consent.

#### 5. LICENSE FEE

5.1 LICENSE FEE. In consideration of the License granted under this Agreement, Licensee agrees to pay SCPDC the License Fee specified in Schedule A. The Licensee Fee is based on Licensee's use of the SCPDC Software, determined according to the terms set forth in Schedule A. It is expressly agreed that the Licensee will not house transactions that are the basis of fees paid to SCPDC in another system with the intention of avoiding the responsibility of paying fees to SCPDC for the term of this Agreement. Should SCPDC determine that Licensee violates this provision, SCPDC, at its expense and on reasonable notice, may cause Licensee's records to be audited during regular business hours at Licensee's facilities. If an audit reveals underpayment of fees due under this Agreement, all such amounts will be promptly paid with interest at the prevailing U.S. dollar prime rate accruing from the original due date. If any such underpayment exceeds 5% of the fees due for the period audited, Licensee will also pay SCPDC's reasonable costs of conducting the audit.

5.2 TAXES. Each party shall pay any taxes for which it is liable under applicable law.

5.3 NO OFFSET. Fees and expenses due from Licensee under this Agreement may not be withheld or offset by Licensee against other amounts owed by SCPDC for any reason.

6. MAINTENANCE AND SUPPORT. Licensee agrees to pay the License Fee according to Schedule A. For so long as Licensee is current in the payment of the License Fee in Schedule A, with respect to each software module, Licensee will be entitled to maintenance and support for each software module as set forth in Schedule C attached hereto ("Maintenance and Support").

#### 7. LIMITED WARRANTY AND LIMITATION OF LIABILITY

7.1 LIMITED WARRANTY. SCPDC warrants for the term of this Agreement from the Effective Date (the "Warranty Period") the SCPDC Software will perform for the purposes for which it is provided and in substantial accordance with the Documentation under normal use. If during the Warranty Period the SCPDC Software does not perform as warranted (a "Non-Conformance"), SCPDC shall undertake to correct such Non-Conformance, or if correction is reasonably not possible, replace the SCPDC Software free of charge. If neither of the foregoing is commercially practicable, SCPDC shall terminate this Agreement and refund to Licensee the License Fee paid by Licensee to SCPDC to date. THE FOREGOING ARE LICENSEE'S SOLE AND EXCLUSIVE REMEDIES FOR BREACH OF THE FOREGOING WARRANTY. The

warranty set forth above is made to and for the benefit of Licensee only. The warranty will apply only if:

(a) The SCPDC Software has been properly used at all times and in accordance with the instructions for Use; and

(b) No modification, alteration or addition has been made to the SCPDC Software by persons under the control of Licensee (except pursuant to the authorized Use of the SCPDC Software specified in Schedule A) except as authorized in writing by SCPDC; and

(c) Licensee has not requested modifications, alterations or additions to the SCPDC Software that cause it to deviate from the Documentation.

SCPDC warrants that it owns all right, title and interest in and to the SCPDC Software, that it possesses all of the right, title, interest and authority to enter into this Agreement with Licensee, and that no lawsuit or claim concerning the SCPDC Software is currently pending.

Any pre-production versions of the SCPDC Software distributed to Licensee are delivered "as-is," without any express or implied warranties. No employee, agent, representative or affiliate of SCPDC has authority to bind SCPDC to any oral representations or warranty concerning the SCPDC Software. Any written representation or warranty not expressly contained in this Agreement will not be enforceable.

7.2 DISCLAIMER. EXCEPT AS SET FORTH ABOVE, SCPDC MAKES NO WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY REGARDING OR RELATING TO THE SCPDC SOFTWARE OR THE DOCUMENTATION, OR ANY MATERIALS OR SERVICES FURNISHED OR PROVIDED TO LICENSEE UNDER THIS AGREEMENT, INCLUDING MAINTENANCE AND SUPPORT, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SCPDC SOFTWARE AND DOCUMENTATION. IN ADDITION, SCPDC DISCLAIMS ANY WARRANTY WITH RESPECT TO, AND WILL NOT BE LIABLE OR OTHERWISE RESPONSIBLE FOR, THE OPERATION OF THE SCPDC SOFTWARE IF PROGRAMS ARE MADE THROUGH THE USE OF THE SCPDC SOFTWARE OR NON-SCPDC SOFTWARE THAT CHANGE, OR ARE ABLE TO CHANGE, THE DATA MODEL OF THE SCPDC SOFTWARE.

7.3 LIMITATION OF LIABILITY. IN NO EVENT WILL SCPDC BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF USE, BUSINESS INTERRUPTION, LOSS OF DATA, COST OF COVER OR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND IN CONNECTION WITH OR ARISING OUT OF THE FURNISHING, PERFORMANCE OR USE OF THE SCPDC SOFTWARE OR SERVICES PERFORMED HEREUNDER, WHETHER ALLEGED AS SCPDC'S LIABILITY AND LICENSEE'S RIGHT TO RECOVER DAMAGES FOR A BREACH OF THIS AGREEMENT, INCLUDING THE WARRANTIES SET FORTH HEREIN, OR TORTIOUS CONDUCT, INCLUDING NEGLIGENCE, EVEN IF SCPDC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ADDITION, SCPDC WILL NOT BE LIABLE FOR ANY DAMAGES CAUSED BY DELAY IN DELIVERY OR FURNISHING THE SCPDC SOFTWARE OR SAID SERVICES. SCPDC'S LIABILITY UNDER THIS AGREEMENT FOR DIRECT, INDIRECT,

SPECIAL, INCIDENTAL AND/OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, RESTITUTION, WILL NOT, IN ANY EVENT, EXCEED THE LICENSE FEE PAID BY LICENSEE TO SCPDC UNDER THIS AGREEMENT.

7.4 ALLOCATION OF RISK. The provisions of this Section 7 allocate risks under this Agreement between Licensee and SCPDC. SCPDC's pricing reflects this allocation of risks in accordance with the provisions of this Agreement.

7.5 CLAIMS. No action arising out of any breach or claimed breach of this Agreement or transactions contemplated by this Agreement may be brought by either party more than two (2) years after the cause of action has accrued. For purposes of this Agreement, a cause of action will be deemed to have accrued when a party knew or reasonably should have known of the breach or claimed breach.

7.6 LIMITATION. SCPDC's warranties that it owns all right, title and interest in and to the SCPDC Software and that it possesses all of the right, title, interest and authority to enter into this Agreement with Licensee shall not apply to the extent any infringement arises as a result of modifications to the SCPDC Software made by any party other than SCPDC or SCPDC's authorized representative.

## 8. CONFIDENTIALITY

8.1 CONFIDENTIAL INFORMATION. Each party acknowledges that the Confidential Information constitutes valuable trade secrets and each party agrees that it shall use Confidential Information solely in accordance with the provisions of this Agreement and will not disclose, or permit to be disclosed, the same, directly or indirectly, to any third party without the other party's prior written consent. Each party agrees to exercise due care in protecting the Confidential Information from unauthorized use and disclosure. Furthermore, it is understood that the terms of this Agreement reflect consideration received by Licensee in return for being an early user of the Software. However, neither party bears any responsibility for safeguarding information that (i) is sought by a lawful public records request made pursuant Louisiana or Georgia law, as applicable to the parties, (ii) already in the other party's possession and not subject to a confidentiality obligation, (iii) obtained by the other party from third parties without restrictions on disclosure, (iv) independently developed by the other party without reference to Confidential Information, or (v) required to be disclosed by order of a court or other governmental entity. Nothing herein will prevent routine discussions by the parties that normally take place in a "user group" context.

8.2 INJUNCTIVE RELIEF. In the event of actual or threatened breach of the provisions of Section 8.1, the non-breaching party will have no adequate remedy at law and will be entitled to immediate and injunctive and other equitable relief, without bond and without the necessity of showing actual monetary damages.

## 9. TERM AND TERMINATION

9.1 TERM. This Agreement will take effect on the Effective Date. In accordance with and as required by OCGA §§ 36-60-13(a)(1) and (2) and OCGA 36-69A-4(f)(1)(A) and (B), this Agreement shall terminate absolutely and without further obligation of Licensee at the close of the calendar year in which it was executed and at the close of each succeeding calendar year for which

it may be renewed as provided in this Agreement, provided however, this Agreement shall automatically renew unless Licensee notifies SCPDC in writing sixty (60) days prior to the end of the current calendar year.

9.2 TERMINATION. This Agreement may be terminated as follows:

(a) By Licensee. Should there be discovered a serious defect or flaw in the SCPDC Software that prevents the Licensee from using the SCPDC Software to support Licensee's operations or SCPDC otherwise breaches this Agreement, Licensee shall notify SCPDC of the issue. SCPDC will have thirty (30) days to resolve the issue. If the issue cannot be resolved within the time period, this Agreement will terminate on the 1<sup>st</sup> of the following month.

(b) By SCPDC. Upon written notice to Licensee if any of the following events ("Termination Events") occur: (i) Licensee fails to pay any undisputed amount due to SCPDC within thirty (30) days after SCPDC gives the Licensee written notice of such non-payment; (ii) Licensee is in material breach of any non-monetary term, condition or provision of Agreement, which breach, if capable of being cured, is not cured within thirty (30) days after SCPDC gives Licensee written notice of such breach; or (iii) SCPDC elects to refund the Licensee Fees paid by Licensee to date.

9.3 EFFECT OF TERMINATION. If any Termination Event occurs, termination will become effective immediately or on the date set forth in the written notice of termination. Termination of this Agreement will not affect the provisions regarding Licensee's or SCPDC's treatment of Confidential Information, provisions relating to the payment of amounts due, provisions limiting SCPDC's liability, or provisions that this Agreement does not constitute a waiver of Licensee's sovereign immunity or other immunity of Licensee and/or its agents or employees, all of which provisions will survive termination of this Agreement. Within thirty (30) days after the date of termination or discontinuance of this Agreement for any reason whatsoever, Licensee shall return any copies of the SCPDC Software, derivative works and all copies thereof, in whole or in part, all related Documentation and all copies thereof, and any other Confidential Information in its possession. Upon termination of this Agreement, Licensee shall cause the SCPDC Software to be removed from all computer units, including desktops and laptops, in the Licensee's office and from the computer units of third party contractors performing work for Licensee. Licensee shall furnish SCPDC with a certificate signed by an executive officer of Licensee verifying that the same has been done.

9.4 In the event of the termination or nonrenewal of this Agreement, the information stored by SCPDC as a result of Licensee's use of the SCPDC Software will be available to Licensee for twenty-four (24) months.

10. NON-ASSIGNMENT. Neither this Agreement nor any rights under this Agreement may be assigned or otherwise transferred by Licensee, in whole or in part, whether voluntary or by operation of law, including by way of sale of assets, merger or consolidation, without the prior written consent of SCPDC, which consent will not be unreasonably withheld or delayed. Subject to the foregoing, this Agreement will be binding upon and will inure to the benefit of the parties and their respective successors and assigns.

11. NOTICES. Any notice required or permitted under the terms of this Agreement or required by law must be in writing and must be (a) delivered in person, (b) sent by certified mail, return

receipt requested, or (c) sent by statutory overnight delivery compliant with OCGA § 9-10-12, in each case to the appropriate address set forth below. Either party may change its address for notice by notice to the other party given in accordance with this Section. Notices will be considered to have been given at the time of actual delivery.

To: South Central Planning &  
Development Commission

To: Lowndes County

Address: 5058 West Main St.  
Houma, LA 70360

Address: 327 North Ashley St.  
Valdosta, GA 31601

## 12. MISCELLANEOUS

12.1 VIRUSES AND DISABLING DEVICES. Neither the SCPDC Software nor any enhancements, modifications, upgrades, updates, revisions or releases thereof shall contain (i) any mechanism such as a "trap door", "time bomb", or "logic bomb", software protection routine or other similar device, that would enable SCPDC to disable the SCPDC Software or make the SCPDC Software inaccessible to Licensee after the SCPDC Software is installed; or (ii) to the best of SCPDC's knowledge, any computer "virus", "worm" or similar programming routine.

12.2 FORCE MAJEURE. Neither party will incur any liability to the other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Agreement if such delay or failure is caused, in whole or in part, by events, occurrences, or causes beyond the control and without negligence of the parties. Such events, occurrences, or causes will include, without limitation, acts of God, strikes, lockouts, riots, acts of war, earthquakes, fire and explosions, but the inability to meet financial obligations is expressly excluded.

12.3 WAIVER. Any waiver of the provisions of this Agreement or of a party's rights or remedies under this Agreement must be in writing to be effective. Failure, neglect, or delay by a party to enforce the provisions of this Agreement or its rights or remedies at any time, will not be construed and will not be deemed to be a waiver of such party's rights under this Agreement and will not in any event affect the validity of the whole or any part of this Agreement or prejudice such party's right to take subsequent action. Except as expressly stated in this Agreement, no exercise or enforcement by either party of any right or remedy under this Agreement will preclude the enforcement by such party of any other right or remedy under this Agreement or that such party is entitled by law to enforce.

12.4 SEVERABILITY. If any term, condition, or provision in this Agreement is found to be invalid, unlawful or unenforceable to any extent, the parties shall endeavor in good faith to agree to such amendments that will preserve, as far as possible, the intentions expressed in this Agreement. If the parties fail to agree on such an amendment, such invalid term, condition or provision will be severed from the remaining terms, conditions and provisions, which will continue to be valid and enforceable to the fullest extent permitted by law.

12.5 STANDARD TERMS OF LICENSEE. No terms, provisions or conditions of any purchase order, acknowledgment or other business form that Licensee may use in connection with the acquisition or licensing of the SCPDC Software use will have any effect on the rights, duties or

obligations of the parties under, or otherwise modify, this Agreement, regardless of any failure of SCPDC to object to such terms, provisions or conditions.

12.6 AMENDMENTS TO THIS AGREEMENT. This Agreement may not be amended, except by a writing signed by both parties.

12.7 SCPDC'S PRIOR CONSENT. Unless expressly provided otherwise in this Agreement, any prior consent of SCPDC that is required before Licensee may take an action will not be unreasonably withheld.

12.8 EXPORT OF SOFTWARE. Licensee may not export or re-export the SCPDC Software without the prior written consent of SCPDC and without the appropriate United States and foreign government licenses.

12.9 APPLICABLE LAW. This Agreement will be interpreted and construed in accordance with the laws of the State of Georgia and the United States of America, without regard to the conflict of laws principles.

12.10 PUBLIC ANNOUNCEMENTS. Licensee acknowledges that SCPDC may desire to use its name in press releases, product brochures and financial reports indicating that Licensee is a Licensee of SCPDC, and Licensee agrees that SCPDC may use its name in such a manner. Licensee reserves the right to review any use of its name and to withhold permission, which permission will not reasonably be withheld.

12.11 DISPUTE RESOLUTION. The parties have entered into this Agreement voluntarily and in good faith. As a result, if any dispute, claim or controversy ("dispute") arises between them, unless otherwise provided in this Agreement, they agree that they will first attempt to resolve the dispute by entering into mediation with a mediator selected from JAMS Mediation.

12.12 HEADINGS. Section and Schedule headings are for ease of reference only and do not form part of this Agreement.

12.13 ENTIRE AGREEMENT. This Agreement (including the Schedules and any addenda hereto signed by both parties) contains the entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all previous communications, representations, understandings and agreements, either oral or written, between the parties with respect to said subject matter, except as provided in Section 8.1 with respect to the definition of "Confidential Information."

12.14 DATA PRIVACY LAWS; SECURITY BREACHES. SCPDC shall comply with all applicable federal and state data security and privacy laws ("Data Privacy Laws") with regards to its provision of services pursuant to this Agreement. SCPDC shall take prompt action, at its expense, to remediate any "Security Breach" (as hereinafter defined) that may arise during the term of this Agreement. For purposes of this Agreement, a "Security Breach" shall include any alleged or actual compromise, unauthorized access, disclosure, theft, or unauthorized use of any third-party information or credentials, regardless of cause, including, without limitation, a breach of or intrusion into any system or failure, malfunction, inadequacy or effort affecting any server, wherever located, or hardware or software of any system through which third party credentials or

information resides, passes through and/or could have been compromised. Each party shall notify the other party immediately if such party becomes aware of or suspects a Security Breach. Each party will fully cooperate with the other party with respect to any investigation and/or additional requirements related to any actual or suspected Security Breach. Each party will preserve and provide to the other party or its designated agents or representatives copies of all records related to any Security Breach. Each party shall fully cooperate with any forensic investigators or other third parties engaged by either party in connection with the identification and remediation of any Security Breach. SCPDC shall indemnify and hold harmless Licensee from any and all losses, costs, liabilities, expenses, and/or claims, including third-party claims, which flow from any violation by SCPDC of Data Privacy Laws and/or from any Security Breach for which Licensee is not responsible. SCPDC's liability to Licensee under this section 12.14 shall not be limited to the License Fee paid by Licensee to SCPDC under this Agreement. This section 12.14 shall survive any termination or expiration of this Agreement.

12.15 TOTAL OBLIGATION OF LICENSEE. In accordance with OCGA §§ 36-60-13(a)(3) and 36-69A-4(f)(1)(C), this Agreement states the total obligation of the Licensee for the calendar year of execution and the total obligation which will be incurred in each calendar year renewal term, if renewed.

12.16. TITLE TO SUPPLIES, ETC. In accordance with OCGA §§ 36-60-13(a)(4) and 36-69A-4(f)(1)(D), title to any supplies, materials, equipment, or other personal property shall remain in SCPDC until fully paid for by the Licensee.

12.17. SOVEREIGN IMMUNITY. In accordance with OCGA § 36-69A-5, nothing in this Agreement shall be construed to constitute a waiver of Licensee's sovereign immunity. Nor shall this Agreement be construed to constitute a waiver of other immunity of Licensee and/or its agents or employees.

12.19. IMMIGRATION ADDENDUM. This Agreement is subject to the Immigration Addendum attached as Schedule D hereto and incorporated herein.

IN WITNESS WHEREOF, the parties have executed this Agreement.

LOWNDES COUNTY

SOUTH CENTRAL PLANNING AND  
DEVELOPMENT COMMISSION

By:

By:

\_\_\_\_\_  
Bill Slaughter, Chairman

\_\_\_\_\_  
Kevin Belanger, Chief Executive Officer

Attest:

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

\_\_\_\_\_  
Belinda Lovern, Clerk

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

**SCHEDULE A**

**SOFTWARE AND LICENSE FEE**

**A. SOFTWARE USE**

Licensee’s use of the SCPDC Software, Standard Configuration

**B. LICENSE FEE**

The following Permit Volume Package Amounts

Permit Volume	Overage Rate	Monthly Permits Package Amount	MONTHLY RATE		
			Planning & Zoning	Code Enforcement	Addressing / GIS Integration
0 - 500	\$10.00	\$260.42	\$156.25	\$99.00	\$230.00
501 - 1000	\$10.00	\$500.00	\$300.00	\$99.00	\$230.00
1001 - 2000	\$10.00	\$958.33	\$575.00	\$143.75	\$230.00
2001 - 4000	\$10.00	\$1,833.33	\$1,100.00	\$275.00	\$230.00
4001 - 6000	\$10.00	\$2,500.00	\$1,500.00	\$375.00	\$230.00
6001 - 8000	\$10.00	\$3,166.67	\$1,900.00	\$475.00	\$230.00
8001 - 10000	\$10.00	\$3,750.00	\$2,250.00	\$562.50	\$230.00
10001 - 12000	\$10.00	\$4,250.00	\$2,550.00	\$637.50	\$230.00
12001 - 14000	\$10.00	\$4,666.67	\$2,800.00	\$700.00	\$230.00
14001 - 16000	\$10.00	\$5,000.00	\$3,000.00	\$750.00	\$230.00
16001 - 18000	\$10.00	\$5,250.00	\$3,150.00	\$787.50	\$230.00
18001 - 30000	No Overage	\$5,416.67	\$3,250.00	\$812.50	\$230.00

ANNUAL PERMIT VOLUME OVER 30,000 A YEAR MAY REQUIRE A CUSTOM QUOTE.

The parties have agreed to the 1001-2000 permit volume package. Licensee will be billed the monthly permit volume package amount of \$958.33.

If the permit volume exceeds 2000 permits for a calendar year, Licensee shall, following the close of such calendar year, pay, in addition to its monthly package amount of \$958.33, the overage rate of \$10.00 shown in the schedule above for each permit over the permit volume of 2000 permits.

Permit volume packages will be adjusted annually. If Licensee’s permit volume for a calendar year exceeds 40% of the maximum permit volume of its subscribed permit volume package, Licensee shall automatically subscribe for the next calendar year to the permit volume package in which the prior year permit volume places it.

**Other Fees:**

On-Site Visits: Reimbursement of lodging, transportation and meals.



Integration for online credit card or ACH transactions: Existing Credit Card Vendor: \$100.00 one-time fee; New Credit Card Vendor: \$500.00 one-time fee.

Historic Data Imports: Imports requiring 20 hours of staff time or less free of charge. Imports requiring more than 20 hours of analyst time is subject to a custom quote.

Additional Modules, monthly rates for 1001-2000 permit volume package:

- Code Enforcement, \$143.75 per month
- Planning & Zoning, \$575.00 per month
- Addressing/GIS Integration, \$230.00 per month

Monthly Cost for All Modules for 1001-2000 permit volume package:

- \$958.33 Permits
- \$143.75 Code Enforcement
- \$575.00 Planning & Zoning
- \$230.00 Addressing/GIS Integration
- \$1,907.08

In the event Licensee's permit volume package is adjusted based on Licensee's permit volume for a calendar year exceeding 40% of the maximum permit volume of its subscribed permit volume package, Licensee shall automatically subscribe for the next calendar year to the corresponding monthly rates for Code Enforcement, Planning & Zoning, and Addressing/GIS Integration as well as for Permits.

SCPDC will invoice Licensee at the beginning of each month. The invoices shall be payable within 30 days of the date of the invoice.

## **SCHEDULE B**

### **EQUIPMENT SITE, USER NAME, PERSONAL USER NUMBER AND PERSONAL ACCESS PASSWORD**

B.1 The following is the Equipment on which Licensee may use the SCPDC Software:

Computers used by Licensee's employees and other authorized personnel in order to accomplish their job duties via the Internet for access to the SCPDC Software, each of Licensee's employees and other authorized personnel having a specially assigned user name and a personal access password.

B.2. At the execution of this Agreement, SCPDC shall provide a user creation form to the Licensee to be used for employee and other authorized personnel account creation requests. Upon completion of the forms the Licensee will return the forms to SCPDC and accounts shall be created in the system with information provided on the user creation forms. Licensee's employees and other authorized personnel can change the provided password on the form in the SCPDC Software after their first login. The personal user name and personal access password will be maintained in confidence and not distributed to the public. Additional personal user names and personal access passwords may be provided by SCPDC upon a written request to SCPDC with the user creation form providing the user name and confirmation that the user is an employee or other authorized personnel of Licensee. Such forms will become an addendum to this schedule. Such requests will not be unreasonably withheld.

## SCHEDULE C

### MAINTENANCE AND SUPPORT

#### 1. DEFINITIONS

1.1 "SUPPORT CALL (TIER 1)" means a reported problem in the SCPDC Software which is not affecting the SCPDC Software's ability to perform substantially in accordance with the User documentation.

1.2 "SUPPORT CALL (TIER 2)" means a reported problem in the SCPDC Software, not considered as a Level I support problem as defined in 1.1 above, which causes serious disruption of a function, however the SCPDC Software is still serving Licensee.

1.3 "SUPPORT CALL (TIER 3)" means a reported problem in the SCPDC Software which causes the SCPDC Software to be down and not serving as designed, or has a significant revenue impact, with no obvious work-around.

1.4 "RESPONSE TIME" means the elapsed time between the receipt of a service call and the time when SCPDC begins the Maintenance and Support, including a verbal or written confirmation to the Licensee thereof.

1.5 "RESPONSE CENTER AND CONTACT PROCEDURE" shall mean:

Address	Hours of Operation
5058 West Main Street	8:00 a.m. to 4:30 p.m. CST
Houma, LA 70360	

#### Contact Information

Tel: 1 866 957 3764  
Ryan Hutchinson,  
Chief Technology Officer

E-mail: [support@mygovernmentonline.org](mailto:support@mygovernmentonline.org)

2. TERM. SCPDC's provision of Maintenance and Support to Licensee will commence on the Effective Date and will continue for term of this Agreement.

3. MAINTENANCE AND SUPPORT SERVICES. Maintenance and Support will be provided only with respect to use of the versions of the SCPDC Software that are being supported by SCPDC. SCPDC will provide multi-site backup of permit issuance data for permits supported by SCPDC Software. SCPDC will provide 24-hour emergency service support, after hours cell numbers are accessed through the IVR menu, for Licensee's staff and Licensee's customers by SCPDC's technical support personnel. SCPDC will offer to Licensee new versions of the SCPDC Software as they become available. Upon Licensee's request SCPDC will attempt, so long as practicable, to convert Licensee's current permit data for use with SCPDC Software. Upon Licensee's request SCPDC will, as long as practicable, perform regularly scheduled exports of Licensee's permit and inspection data to Licensee's database. Within SCPDC's capabilities,

SCPDC will perform customization of SCPDC Software based on Licensee's specific jurisdiction. Whenever possible, SCPDC will provide features in the SCPDC Software allowing Licensee to create and search variances and define relationships between variances and permits. SCPDC will provide remote support for the storage of photos, building/permits documents, inspection reports, plan review files and associated miscellaneous records. Within the capabilities of the SCPDC Software, and upon Licensee's request, SCPDC will provide Licensee with customized reports. The Licensee will be expressly forbidden from creating add-ons or feature changes to that version or disclose the source code to any third party.

3.1 LEVELS OF MAINTENANCE AND SUPPORT. Maintenance and Support is available at the following Response Times: (i) Support Call (Tier 3): response time three (3) hours, patch or work-around next day, fixed or documented in next major product release (ii) Support Call (Tier 2): response time six (6) hours, patch or work-around within five days, fixed or documented in next major product release; (iii) Support Call (Tier 1): one (1) business day, problem documented and input for consideration in next major product release.

3.2 BASIC MAINTENANCE. Basic Maintenance means that SCPDC will provide during SCPDC's standard hours of service: (i) Updates and Minor Updates, when and if available, and related on-line Documentation, and (ii) telephone assistance with respect to the use of SCPDC Software, including (a) clarification of functions and features of the SCPDC Software; (b) clarification of the Documentation; (c) guidance in the use of the SCPDC Software; and (d) error verification, analysis and correction to the extent possible by telephone. SCPDC's standard hours of service are Monday through Friday, 8:00 a.m. to 4:30 p.m., CST except for federal and state holidays observed by SCPDC.

3.3 ON-SITE ASSISTANCE. At SCPDC's discretion, SCPDC can decide to provide Maintenance and Support at the Licensee's site. In such event Licensee will reimburse SCPDC for all related traveling expenses and costs for board and lodging.

3.4 CAUSES WHICH ARE NOT ATTRIBUTABLE TO SCPDC. Maintenance and Support will not include services requested as a result of, or with respect to causes which are not attributable to the SCPDC Software. These services will be billed to Licensee at SCPDC's then-current rates. Causes which are not attributable to SCPDC include but are not limited to:

3.4.1 Accident. Unusual physical, electrical or electromagnetic stress; neglect; misuse; failure or fluctuation of electric power, air conditioning or humidity control; failure of rotation media not furnished by SCPDC; excessive heating; fire and smoke damage; operation of the SCPDC Software with other media and hardware, software or telecommunication interfaces not meeting or not maintained in accordance with the manufacturer's specifications; or causes other than ordinary use;

3.4.2 Improper use of the SCPDC Software that deviates from any operating procedures established by SCPDC in the applicable Documentation;

3.4.3 Modification, alteration or addition or attempted modification, alteration or addition of the SCPDC Software undertaken by persons other than SCPDC or SCPDC's authorized representatives;

3.4.4 SCPDC Software programs made by Licensee or other parties.

4. RESPONSIBILITIES OF LICENSEE. SCPDC's provision of Maintenance and Support to Licensee is subject to the following:

4.1 Licensee shall provide SCPDC with access to Licensee's personnel and Equipment during normal business hours. This access must include the ability to dial-in to the Equipment on which the SCPDC Software is operating and to obtain the level of access necessary to support the SCPDC Software.

4.2 Licensee shall provide supervision, control and management of the Use of the SCPDC Software. In addition, Licensee shall implement procedures for the protection of information and the implementation of backup facilities in the event of errors or malfunction of the SCPDC Software or Equipment.

4.3 Licensee shall document and promptly report all errors or malfunctions of the SCPDC Software to SCPDC. Licensee shall take all steps necessary to carry out procedures for the rectification of errors or malfunctions within a reasonable time after such procedures have been received from SCPDC.

4.4 Licensee shall maintain a current backup copy of all records and transactions using the SCPDC Software.

4.5 Licensee shall properly train its personnel in the Use and application of the SCPDC Software and the Equipment on which it is used.

5. MAINTENANCE FEE. For Licensee, the maintenance fees are waived and the License Fees cover all costs for Maintenance and Support for the terms of this Agreement.

6. ASSIGNMENT OF DUTIES. SCPDC may assign its duties of Maintenance and Support to a third party, provided that SCPDC will remain responsible for the actions of such third party. Any such assignment is subject to Licensee's consent, which consent shall not be unreasonably withheld or delayed.

7. PROJECT ABANDONMENT. Should SCPDC abandon development and support of the SCPDC Software and no longer be able to fulfill its contractual obligations pursuant to this Agreement, the last stable source code release of the SCPDC Software will be licensed to Licensee under an open source license agreement such as for instance GNU. The specific open source license agreement would be chosen by SCPDC at such time.

8. LICENSE DATA. Upon the Licensee's written request, SCPDC agrees to provide all hosted Licensee data to the Licensee electronically once a calendar year in either the existing database format or CSV format. Upon Licensee request, these transfers can be automated to take place on a regular schedule. SCPDC will not be held liable if technical issues disrupt the automatic scheduling of a data transfer. SCPDC will take all reasonable care to safeguard and protect the Licensee's data. Licensee expressly agrees to maintain on its site and under its care a current copy of Licensee's permitting data.

**SCHEDULE D**

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

This Addendum is an addendum to that certain contract entitled Intergovernmental Agreement for SCPDC Software License and Service Agreement (the "Agreement") between Lowndes County, GA (the "County") and South Central Planning and Development Commission (the "Contractor") (The County and the Contractor being collectively the "Parties").

In consideration of the terms, conditions and obligations in the Agreement, and as a requirement for Contractor to submit its bid, if any, with respect to the Agreement, 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 Agreement and in the event of any conflict or inconsistency with the Agreement (including any and all other amendments, addendums, schedules, exhibits, or other parts or provisions thereof) this Addendum shall control. The Agreement, 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 Agreement.

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 Agreement, 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 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 County 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 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 the County.

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

**LOWNDES COUNTY, GEORGIA**

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

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

**SOUTH CENTRAL PLANNING AND  
DEVELOPMENT COMMISSION**

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

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

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

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

**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.

\_\_\_\_\_  
Federal Work Authorization User Identification Number

\_\_\_\_\_  
Date of Authorization

South Central Planning and Development Commission  
Name of Contractor

Building Inspection Software  
Name of Project

Lowndes County, Georgia  
Name of Public Employer

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

Executed on \_\_\_\_\_, \_\_\_\_\_, 20\_\_\_\_, in \_\_\_\_\_ (city), \_\_\_\_\_ (state).

\_\_\_\_\_  
Signature of Authorized Officer or Agent

\_\_\_\_\_  
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME  
ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_



**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 South Central Planning and Development Commission on behalf of Lowndes County, Georgia 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:

\_\_\_\_\_  
Federal Work Authorization User Identification Number

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
Name of Subcontractor

Building Inspection Software  
Name of Project

Lowndes County, Georgia  
Name of Public Employer

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

Executed on \_\_\_\_\_, \_\_\_\_, 20\_\_\_\_, in \_\_\_\_\_ (city), \_\_\_\_\_ (state).

\_\_\_\_\_  
Signature of Authorized Officer or Agent

\_\_\_\_\_  
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME  
ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:  
\_\_\_\_\_

**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 South Central Planning and Development Commission on behalf of Lowndes County, Georgia 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:

\_\_\_\_\_  
Federal Work Authorization User Identification Number

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
Name of Sub-subcontractor

Building Inspection Software  
Name of Project

Lowndes County, Georgia  
Name of Public Employer

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

Executed on \_\_\_\_\_, \_\_\_\_, 20 \_\_\_\_, in \_\_\_\_\_ (city), \_\_\_\_\_ (state).

\_\_\_\_\_  
Signature of Authorized Officer or Agent

\_\_\_\_\_  
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME  
ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires:

LOWNDES COUNTY BOARD OF COMMISSIONERS  
COMMISSION AGENDA ITEM

SUBJECT: Langdale Park Verizon Cell Tower Land Lease Agreement

DATE OF MEETING: December 13, 2022

Work Session/Regular Session

BUDGET IMPACT: 0

FUNDING SOURCE:

Annual

Capital

N/A

SPLOST

TSPLOST

COUNTY ACTION REQUESTED ON: Consent to Land Lease Agreement

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HISTORY, FACTS AND ISSUES: The Parks and Recreation Authority has negotiated the attached Land Lease Agreement of a portion of Langdale Park to Cellco Partnership d/b/a Verizon Wireless for a cell tower.

The Trust Deed of Langdale Park by the County to the Parks and Recreation Authority requires the County to consent to this Land Lease Agreement.

The Land Lease Agreement has been reviewed by the County Attorney.

A proposed Consent to Land Lease Agreement is also attached.

OPTIONS: 1. Approve and authorize the Chairman to sign the attached Consent.  
2. Redirect

RECOMMENDED ACTION: Approve  
Option 1

DEPARTMENT: Engineering

DEPARTMENT HEAD: Chad McLeod

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

SITE NAME: BERMUDA RUN  
LOCATION # 503768

## LAND LEASE AGREEMENT

This Land Lease Agreement (the "**Agreement**"), effective as of the Effective Date (as defined in this Agreement) is between **Valdosta-Lowndes County Parks and Recreation Authority** ("**LESSOR**"), with its principal offices located at 1901 Barack Obama Blvd, Valdosta, Georgia, 31601, and **Cellco Partnership d/b/a Verizon Wireless** ("**LESSEE**"), with its principal offices located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404). LESSOR and LESSEE are at times collectively referred to in this Agreement as the "**Parties**" or individually as the "**Party**."

In consideration of the mutual covenants in this Agreement and intending to be legally bound by this Agreement, the Parties agree as follows:

1. **GRANT.** As documented by the Parties' execution and delivery of this Agreement, LESSOR grants to LESSEE the right to install, maintain, and operate communications equipment ("**Use**") upon the Premises (as defined in this Agreement), which Premises are a part of the real property owned, leased, or controlled by LESSOR at 3781 N Valdosta Road, Valdosta, Lowndes County Georgia (the "**Property**"). The Property is legally described on **Exhibit A** to this Agreement. The premises are a portion of the Property and are approximately 10,000 sq. ft., as shown in detail on that certain land survey dated June 15, 2022, prepared by The Land Consultants, LLC, which is attached hereto as **Exhibit B** to this Agreement (the "**Premises**"). LESSEE may survey the Premises and Easement Area (as defined in this Agreement) at any time. Upon completion of a survey prepared after the Effective Date (as defined in this Agreement), the Parties may amend this Agreement to replace **Exhibit B** in its entirety with the new survey.

2. **INITIAL TERM.** This Agreement shall be effective as of the date of execution by both Parties ("**Effective Date**"). The initial term of the Agreement shall be for 5 years, commencing on the first day of the month after LESSEE begins installation of LESSEE's communications equipment (the "**Commencement Date**"). The Parties agree to acknowledge the Commencement Date in writing. Notwithstanding any provision of this Agreement to the contrary, if the Commencement Date has not occurred prior to the second (2nd) anniversary of the Effective Date, then at any time thereafter but prior to the occurrence of the Commencement Date, LESSOR may terminate this Agreement by giving written notice to LESSEE, in which event this Agreement shall terminate, without further notice, effective as of the date that is one (1) year after LESSOR gives such notice to LESSEE, provided, however, that if the Commencement Date occurs within such one (1) year period, then this Agreement shall not terminate but shall continue in full force and effect. Upon any termination of this Agreement under this Paragraph 2, neither Party shall have any further rights or obligations under this Agreement, except those obligations which expressly survive termination of this Agreement.

3. **EXTENSIONS.** This Agreement shall automatically be extended for 4 additional 5 year terms, unless LESSEE terminates this Agreement at the end of the then-current term by giving LESSOR written notice of the intent to terminate at least 3 months prior to the end of the then-current term. initial term and all extension terms are collectively referred to in this Agreement as the "**Term**".

4. **RENTAL.**

(a) Rental payments shall begin on the Commencement Date and be due at a total annual rental of \$24,000.00, to be paid in equal monthly installments of \$2,000.00 on the first day of the month, in advance, to LESSOR at P.O. Box 1746, Valdosta, Georgia 31603, or to such other person, firm, or place as LESSOR may, from time to time, designate in writing at least 30 days in

advance of any rental payment date, by notice given in accordance with this Agreement, provided however, the initial rental payment shall not be due until 90 days after the Commencement Date. Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer, and in that event, LESSOR shall provide to LESSEE bank routing information for that purpose upon request of LESSEE.

(b) For any party to whom rental payments are to be made, LESSOR, or any successor-in-interest of LESSOR, shall provide to LESSEE: (i) a completed, current version of Internal Revenue Service Form W-9, or equivalent; (ii) completed and fully-executed state and local withholding forms, if required; and (iii) any other documentation required to verify LESSOR's, or any other party's, right to receive rental, as is reasonably requested by LESSEE. Rental shall accrue in accordance with this Agreement, but LESSEE shall have no obligation to deliver rental payments until the requested documentation has been received by LESSEE. Upon receipt of the requested documentation, LESSEE shall deliver the accrued rental payments, as directed by LESSOR.

(c) As additional consideration for this Agreement, LESSEE shall pay LESSOR a onetime, non-refundable, lump-sum signing bonus of \$2,000.00, which shall be considered additional rent for the Premises and Easement Area (as defined in this Agreement) for the period from the Effective Date until October 1, 2023, which shall be paid within 90 days of the Effective Date. Additionally, LESSEE agrees that if the Commencement Date has not occurred on or prior to October 1, 2023, LESSEE shall pay LESSOR an additional one-time, non-refundable, lump sum signing bonus of \$2,000.00, which shall be considered additional rent for the Premises and Easement Area for a period beginning on October 1, 2023 until the Commencement Date, which shall be paid by January 1, 2024. LESSOR agrees the payment to be made by LESSEE under this Paragraph 4(c) is fair and adequate payment in exchange for any delay in installation of LESSEE's communications equipment, and LESSOR recognizes that Paragraph 2 of this Agreement governs the Commencement Date. This Paragraph 4(c) does not impact whether or not LESSEE chooses to install LESSEE's communications equipment and commence the Term.

(d) The annual rental for each five (5) year extension term shall be increased by 10% of the annual rental paid for the immediately preceding five (5) year term.

5. ACCESS. LESSEE shall have the non-exclusive right of ingress and egress from a public right-of-way, 7 days a week, 24 hours a day, over the Property to and from the Premises for the purpose of installation, operation, and maintenance of LESSEE's communications equipment over or along a 30 ft. wide right-of-way ("**Easement Area**"). The Easement Area is depicted on Exhibit B to this Agreement. LESSEE may use the Easement Area for the installation, operation and maintenance of wires, cables, conduits, and pipes for all necessary electrical, telephone, fiber, and other similar support services. If necessary, LESSOR shall grant LESSEE, or the provider, the right to install the services on, through, over, and under an additional portion of the Property, provided the location of the services shall be as reasonably approved by LESSOR and depicted on Exhibit B to this Agreement. Notwithstanding anything to the contrary, the Premises shall include such additional space as is sufficient for LESSEE's radio frequency signage, and barricades, as are necessary to ensure LESSEE's compliance with Laws (as defined in Paragraph 27).

6. CONDITION OF PREMISES. LESSOR shall deliver the Premises to LESSEE in a condition ready for LESSEE's Use, and clean and free of debris. LESSOR represents and warrants to LESSEE that as

of the Effective Date, the Premises are in compliance with all Laws and EH&S Laws (as defined in this Agreement).

7. **IMPROVEMENTS.** The communications equipment, including, without limitation, the tower structure, antennas, conduits, fiber, fencing, screening, and other improvements shall be at LESSEE's expense, and installation shall be at the discretion and option of LESSEE. LESSEE shall have the right to replace, repair, add, or otherwise modify its communications equipment, tower structure, antennas, conduits, fiber, fencing, and other screening, or other improvements, or any portion thereof, and the frequencies over which the communications equipment operates, whether or not any of the communications equipment, antennas, conduits, or other improvements are listed on any exhibit to this Agreement.

8. **GOVERNMENT APPROVALS.** LESSEE's Use is contingent upon LESSEE obtaining all of the certificates, permits, and other approvals (collectively, the "**Government Approvals**"), that may be required by any federal, state, or local authorities (collectively, "**Government Entities**"), and a satisfactory soil boring test, environmental studies, or any other due diligence LESSEE chooses that will permit LESSEE's Use. LESSOR shall cooperate with LESSEE in its effort to obtain the Government Approvals, and LESSOR shall take no action that would adversely affect the status of the Property with respect to LESSEE's Use.

9. **TERMINATION.** LESSEE may immediately terminate this Agreement upon written notice to LESSOR if: any applications for the Government Approvals are finally rejected; any Government Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by any Government Entity; LESSEE determines that the Government Approvals may not be obtained in a timely manner; LESSEE determines that any structural analysis is unsatisfactory; or LESSEE, in its sole discretion, determines the Use of the Premises is obsolete or unnecessary.

10. **INDEMNIFICATION.** Subject to **Paragraph 11** of this Agreement, LESSEE shall indemnify, and hold harmless LESSOR against any claim of liability or loss from personal injury or property damage resulting from, or arising out of, the negligence or willful misconduct of LESSEE, its employees, contractors, or agents, except to the extent such claims or damages may be due to, or caused by, the negligence or willful misconduct of LESSOR, or its employees, contractors, or agents. The LESSOR will provide LESSEE with prompt, written notice of any claim covered by this indemnification; provided that any failure of LESSOR to provide any such notice, or to provide it promptly, shall not relieve LESSEE from its indemnification obligation in respect of such claim, except to the extent LESSEE can establish actual prejudice and direct damages as a result of that failure. The LESSOR will cooperate appropriately with LESSEE in connection with LESSEE'S defense of such claim. At the LESSOR'S request, LESSEE shall defend LESSOR against any claim, with counsel reasonably satisfactory to LESSOR. LESSEE shall not settle or compromise any such claim, or consent to the entry of any judgment, without the prior written consent of LESSOR, and without an unconditional release of all claims by each claimant or plaintiff in favor of LESSOR.

11. **INSURANCE.** LESSEE will maintain commercial general liability insurance, with limits of \$4,000,000 per occurrence for bodily injury (including death) and for damage or destruction to property. LESSEE shall include LESSOR as an additional insured as its interest may appear under this Agreement. Upon request during the Term, LESSOR will provide to LESSEE a certificate evidencing insurance that LESSOR determines in its discretion to provide.

12. LIMITATION OF LIABILITY. Except for indemnification pursuant to **Paragraphs 10 and 24** of this Agreement, a violation of **Paragraph 29** of this Agreement, or a violation of law, neither Party shall be liable to the other, or any of their respective agents, representatives, or employees, for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability, or otherwise.

13. INTERFERENCE.

(a) LESSEE will not cause interference to LESSOR's equipment that is measurable in accordance with industry standards. LESSOR will not cause interference to the then existing equipment of LESSEE that is measurable in accordance with then-existing industry standards.

(b) Without limiting any other rights or remedies, if interference occurs and continues for a period in excess of 48 hours following notice to the interfering party via telephone to LESSEE's Network Operations Center at (800) 224-6620 / (800) 621-2622 or to LESSOR at (229) 259-3507, the interfering party shall, or shall require any other user to, reduce power or cease operations of the interfering equipment until the interference is cured.

(c) The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph, and therefore, the Parties shall have the right to equitable remedies including, without limitation, injunctive relief and specific performance, to the extent available under applicable law.

14. REMOVAL AT END OF TERM. Upon expiration of the Term or within 90 days of earlier termination of this Agreement, LESSEE shall remove LESSEE's communications equipment (including footings to a depth of 2' below grade) and restore the Premises and Easement Area to their original condition, reasonable wear and tear and casualty damage excepted. The communications equipment shall remain the personal property of LESSEE, and LESSEE shall have the right to remove all or any portion of its communications equipment at any time during the Term, whether or not any items of communications equipment are considered fixtures or attachments to real property under applicable laws. If the time required for removal causes LESSEE to remain on the Premises and/or Easement Area after termination of the Agreement, LESSEE shall pay rent at the then-existing monthly rate, or on the existing monthly pro-rata basis if based upon a longer payment term, until the removal of the communications equipment is completed.

15. HOLDOVER. Upon expiration of the Term, if the Parties are negotiating a new lease or a lease extension, then this Agreement shall continue during such negotiations on a month-to-month basis at the rental rate in effect upon expiration of the Term. If the Parties are not in the process of negotiating a new lease or lease extension, and LESSEE holds over after the expiration or earlier termination of the Term, then Lessee shall pay rent at the then-existing monthly rate, or on the existing monthly pro-rata basis if based upon a longer payment term, until the removal of the communications equipment is completed.

16. RIGHT OF FIRST REFUSAL. At any time after the Effective Date, if LESSOR receives an offer or letter of intent, for the acquisition of fee title, an easement, a lease, a license, or any other interest in the Premises and/or Easement Area or any portion of the Premises and/or Easement Area, or for the

acquisition of any interest in this Agreement, or an option for any of the foregoing, from any person or entity that is in the business of owning, managing, or operating communications facilities, or that is in the business of acquiring landlord interests in agreements relating to communications facilities, then LESSOR shall provide written notice to LESSEE of the offer ("**LESSOR's Notice**"). LESSOR's Notice shall include the prospective buyer's name, the purchase price being offered, any other consideration being offered, the other terms and conditions of the offer, a description of the portion of, and interest in, the Premises and/or Easement Area and/or this Agreement that will be conveyed in the proposed transaction, and a copy of any letters of intent or form agreements presented to LESSOR by the third-party offeror. LESSEE shall have a right of first refusal to meet any third-party offer of sale or transfer on the terms and conditions of the offer, or by effectuating a transaction with substantially-equivalent financial terms. If LESSEE fails to provide written notice to LESSOR that LESSEE intends to meet the third-party offer within thirty (30) days after receipt of LESSOR's Notice, then LESSOR may proceed with the proposed transaction in accordance with the terms and conditions of the third-party offer, in which event this Agreement shall continue in full force and effect, and the right of first refusal described in this Paragraph shall survive the conveyance to the third party. If LESSEE provides LESSOR with notice of LESSEE's intention to meet the third-party offer within thirty (30) days after receipt of LESSOR's Notice, then if LESSOR's Notice describes a transaction involving greater space than the Premises and/or Easement Area, LESSEE may elect to proceed with a transaction covering only the Premises and/or Easement Area, and the purchase price shall be pro-rated on a square-footage basis. Further, if LESSEE exercises this right of first refusal, LESSEE may require a reasonable period of time to conduct due diligence and effectuate the closing of a transaction on substantially-equivalent financial terms of the third-party offer. LESSEE may elect to amend this Agreement to effectuate the proposed financial terms of the third-party offer rather than acquiring fee simple title, or an easement interest, in the Premises and/or Easement Area.

17. **RIGHTS UPON SALE.** At any time during the Term, if LESSOR decides to sell or otherwise transfer all or any part of the Property, or to grant to a third party by easement or other legal instrument an interest in any portion of the Premises and/or Easement Area, such sale, transfer, or grant of an easement or interest therein shall be under and subject to this Agreement, and any such purchaser or transferee shall recognize LESSEE's rights under this Agreement. If LESSOR completes any sale, transfer, or grant described in this Paragraph, without executing an assignment of the Agreement, whereby the third party agrees in writing to assume all obligations of LESSOR under this Agreement, then LESSOR shall not be released from its obligations to LESSEE under this Agreement, and LESSEE shall have the right to look to LESSOR and the third party for the full performance of the Agreement.

18. **LESSOR'S TITLE.** Upon paying the rent and performing the covenants in this Agreement, LESSEE shall peaceably and quietly have, hold, and enjoy the Premises and Easement Area, subject to the rights and interests of the Board of Commissioners of Lowndes County, Georgia (hereinafter "Lowndes County") in the Property under that Trust Deed by and between the Lowndes County and LESSOR, dated June 24, 2008, and recorded on July 1, 2009, in Deed Book 4379, Page 91, of the real estate records of Lowndes County, Georgia (the "Trust Deed"). LESSOR represents and warrants to LESSEE as of the Effective Date that LESSOR has full authority to enter into and execute this Agreement, and that there are no liens, judgments, covenants, easements, restrictions, or other impediments of title that will adversely affect LESSEE's Use, other than the rights and interests of Lowndes County under the Trust Deed.

19. **ASSIGNMENT.** Without any approval or consent of the other Party, this Agreement may be sold, assigned or transferred by either Party to (i) any entity in which the Party directly or indirectly holds an equity or similar interest; (ii) any entity which directly or indirectly holds an equity or similar interest in the Party; or (iii) any entity directly or indirectly under common control with the Party. LESSEE



may assign this Agreement to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the FCC in which the Property is located by reason of a merger, acquisition or other business reorganization without approval or consent of LESSOR. As to other parties, this Agreement may not be sold, assigned or transferred by LESSOR without the written consent of LESSEE, which consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of either Party shall constitute an assignment hereunder. LESSEE may sublet the Premises and Easement Area in LESSEE's sole discretion.

20. NOTICES. Except for notices permitted via telephone in accordance with Paragraph 13 of this Agreement, all notices under this Agreement must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested, or by commercial courier, provided the courier's regular business is delivery service, and provided further that the courier guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or to any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: Valdosta-Lowndes County Parks and Recreation Authority  
P.O. Box 1746  
Valdosta, Georgia 31603

LESSEE: Cellco Partnership  
d/b/a Verizon Wireless  
Attention: Network Real Estate  
180 Washington Valley Road  
Bedminster, New Jersey 07921

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

21. SUBORDINATION AND NON-DISTURBANCE. Within 15 days after the Effective Date, LESSOR shall obtain a Non-Disturbance Agreement, as defined in this Agreement, from its existing mortgagee(s), ground lessors, and master lessors, if any, of the Property. At LESSOR's option, this Agreement shall be subordinate to any future master lease, ground lease, mortgage, deed of trust, or other security interest (a "**Mortgage**") by LESSOR, which from time to time may encumber all or part of the Property. However, as a condition precedent to LESSEE being required to subordinate its interest in this Agreement to any future Mortgage covering the Property, LESSOR shall obtain for LESSEE's benefit a non-disturbance and attornment agreement, in a form reasonably satisfactory to LESSEE, and containing the terms described in this paragraph (the "**Non-Disturbance Agreement**"), and shall recognize LESSEE's rights under this Agreement. The Non-Disturbance Agreement shall include the encumbering party's ("**Lender's**") agreement that, if Lender or its successor-in-interest, or any purchaser of Lender's or its successor's interest (a "**Purchaser**"), acquires an ownership interest in the Property, then Lender or such successor-in-interest or Purchaser will honor all of the terms of the Agreement. The Non-Disturbance Agreement must be binding on all of Lender's participants in the subject loan (if any), and on all successors and assigns of Lender and/or its participants, and on all Purchasers. In return for the Non-Disturbance Agreement, LESSEE will execute an agreement for Lender's benefit, in which LESSEE: (i) confirms that the Agreement is subordinate to the Mortgage or other real property interest in favor of Lender; (ii) agrees to attorn to Lender if Lender becomes the owner of the Property; and (iii) agrees to accept a cure by Lender of any of LESSOR's defaults, provided such cure is completed within the deadline applicable to LESSOR. If

LESSOR defaults in the payment or other performance of any mortgage or other real property interest encumbering the Property, LESSEE may, at its sole option and without obligation, cure or correct LESSOR's default, and upon doing so, LESSEE shall be subrogated to any and all rights, titles, liens, and equities of the holders of the mortgage or other real property interest, and LESSEE shall be entitled to deduct and setoff against all rents that may otherwise become due under this Agreement the sums paid by LESSEE to cure or correct those defaults.

22. DEFAULT. It is a "Default" if: either Party fails to comply with this Agreement and does not remedy the failure within 30 days after written notice by the other Party, or if the failure cannot reasonably be remedied in such time, if the failing Party does not commence a remedy within the allotted 30 days and diligently pursue the cure to completion within 90 days after the initial written notice; or LESSOR fails to comply with this Agreement, the failure interferes with LESSEE's Use, and LESSOR does not remedy the failure within 5 days after written notice from LESSEE, or if the failure cannot reasonably be remedied in such time, if LESSOR does not commence a remedy within the allotted 5 days and diligently pursue the cure to completion within 15 days after the initial written notice. The cure periods set forth in this Paragraph 22 do not extend the period of time within which either Party has to cure interference pursuant to Paragraph 13 of this Agreement.

23. REMEDIES. In the event of a Default, without limiting the non-defaulting Party in the exercise of any right or remedy that the non-defaulting Party may have by reason of the default, the non-defaulting Party may terminate this Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Property is located. Further, upon a Default, the non-defaulting Party may, at its option (but without obligation to do so), perform the defaulting Party's duty or obligation. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor. If LESSEE undertakes any such performance on LESSOR's behalf, and LESSOR does not pay LESSEE the full undisputed amount within 30 days of its receipt of an invoice setting forth the amount due, then LESSEE may offset the full undisputed amount due against all fees due and owing to LESSOR under this Agreement until the full undisputed amount is fully reimbursed to LESSEE.

24. ENVIRONMENTAL. LESSEE shall conduct its business in compliance with all applicable laws governing the protection of the environment or employee health and safety (collectively, "EH&S Laws"). LESSEE shall indemnify and hold harmless LESSOR from claims to the extent resulting from LESSEE's violation of any applicable EH&S Laws, or to the extent that LESSEE causes a release of any regulated substance to the environment. The Parties recognize that LESSEE is only leasing a small portion of LESSOR's property, and that LESSEE shall not be responsible for any environmental condition or issue, except to the extent resulting from LESSEE's specific activities and responsibilities. If LESSEE encounters any hazardous substances that do not result from its activities, LESSEE may relocate its facilities to avoid such hazardous substances to a mutually agreeable location, or if LESSEE desires to remove at its own cost all or some the hazardous substances or materials (such as soil) containing those hazardous substances, LESSOR shall sign any necessary waste manifest associated with the removal, transportation, and/or disposal of those substances.

25. CASUALTY. If a fire or other casualty damages the Property, Premises, or Easement Area and impairs LESSEE's Use, and if LESSEE's Use is not restored within 45 days, LESSEE may terminate this Agreement.

26. CONDEMNATION. If a condemnation of any portion of the Property, the Premises, or Easement Area impairs LESSEE's Use, Lessee may terminate this Agreement. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises and/or Easement Area for losses related to LESSEE's communications equipment, relocation costs, and any other damages LESSEE may incur as a result of any such condemnation, but specifically excluding loss of LESSEE's leasehold interest.

27. APPLICABLE LAWS. During the Term, LESSOR shall maintain the Property in compliance with all applicable laws, EH&S Laws, rules, regulations, ordinances, directives, covenants, easements, consent decrees, zoning and land use regulations and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act *and* laws regulating hazardous substances) (collectively "**Laws**"). LESSEE shall, in respect to the condition of the Premises and Easement Area and at LESSEE's sole cost and expense, comply with: all Laws relating solely to LESSEE's specific and unique nature of use of the Premises and Easement Area; and all building codes requiring modifications to the Premises and Easement Area due to the improvements being made by LESSEE in the Premises and Easement Area. LESSOR shall comply with all Laws relating to the Property, without regard to specific use (including, without limitation, modifications required to enable LESSEE to obtain all necessary building permits).

28. TAXES.

(a) LESSOR shall invoice, and LESSEE shall pay, any applicable transaction tax (including sales, use, gross receipts, or excise tax) imposed on LESSEE and required to be collected by LESSOR, based on any service, rental space, or equipment provided by LESSOR to LESSEE. LESSEE shall pay all ad valorem, personal property, real estate, sales and use taxes, fees, assessments, or other taxes and charges imposed by any Government Entity that are imposed on LESSEE and required to be paid by LESSEE that are directly attributable to LESSEE's equipment or LESSEE's rights and interests in the Premises and Easement Area. Payment shall be made by LESSEE as required by law. LESSOR shall pay all ad valorem, personal property, real estate, sales and use taxes, fees, assessments or other taxes or charges that are attributable to LESSOR's interest in the Property or any portion thereof imposed by any Government Entity.

(b) LESSEE shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge, or seek modification of any tax assessment or billing for which LESSEE is wholly or partly responsible for payment. LESSOR shall reasonably cooperate with LESSEE at LESSEE's expense in any appeal or challenge to taxes. If as a result of any appeal or challenge by LESSEE, there is a reduction, credit, or repayment received by LESSOR for any taxes previously paid by LESSEE, LESSOR shall promptly reimburse to LESSEE the amount of the reduction, credit, or repayment. If LESSEE does not have the standing rights to pursue a good faith and reasonable dispute of any taxes under this paragraph, LESSOR will pursue such dispute at LESSEE's sole cost and expense upon written request of LESSEE.

29. NON-DISCLOSURE. Neither Party shall provide copies of this Agreement to any third party, without the prior written consent of the other Party, except as required by law, including the Georgia Open Records Act, currently codified at OCGA § 50-18-70, et seq. If a disclosure is required by law, prior to disclosure, the Party shall notify the other Party and cooperate to take lawful steps to resist, narrow, or eliminate the need for that disclosure.

30. MISCELLANEOUS.

(a) This Agreement contains all agreements, promises, and understandings between LESSOR and LESSEE regarding this transaction, and no oral agreement, promises, or understandings shall be binding upon either LESSOR or LESSEE in any dispute, controversy, or proceeding.

(b) This Agreement may not be amended or varied, except in a writing signed by all Parties. This Agreement shall extend to, and bind the successors, and assigns of, the Parties.

(c) The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement, or to exercise any of its rights under this Agreement, shall not waive those rights, and that Party shall have the right to enforce those rights at any time.

(d) The performance of this Agreement shall be governed, interpreted, construed, and regulated by the laws of the state in which the Premises is located, without reference to its choice of law rules.

(e) Except as expressly set forth in this Agreement, nothing in this Agreement shall grant, suggest, or imply any authority for one Party to use the name, trademarks, service marks, or trade names of the other Party for any purpose whatsoever.

(f) LESSOR shall execute a Memorandum of this Agreement, in a form reasonably acceptable to LESSEE, which LESSEE may record with the appropriate recording office or officer.

(g) All exhibits referenced in, and attached to, this Agreement are incorporated by this reference in the Agreement.

(h) LESSOR and LESSEE each warrant to the other that the person executing this Agreement on behalf of the warranting Party has the full right, power and authority to enter into, and execute, this Agreement on that Party's behalf, and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement, other than the consent of Lowndes County, Georgia, as required by the Trust Deed.

(i) The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement.

(j) Nothing in this Agreement shall be construed to effect a waiver of LESSOR'S sovereign immunity or any other immunity available to LESSOR and/or its agents or employees.

*[Signature page follows. The remainder of this page is blank intentionally.]*

IN WITNESS OF THIS AGREEMENT, the Parties have executed this Agreement effective as of the Effective Date.

LESSOR:

**Valdosta-Lowndes County Parks and Recreation Authority**

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

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

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

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

LESSEE:

**Cellco Partnership  
d/b/a Verizon Wireless**

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

Printed Name: Jim Blake

Title: Director - Network Field Engineering

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

**EXHIBIT A**

**DESCRIPTION OF PROPERTY**

**PARENT PARCEL**

3781 N VALDOSTA RD, Valdosta, GA 31601

Parcel: 0076C 025

County: Lowndes

SOURCE OF TITLE: Trust Deed made by Board of Commissioners of Lowndes County, Georgia, Dated July 01, 2009, Recorded July 01, 2009, in Book 4379, Page 91.

All that tract or parcel of land situate, lying and being in Lot of Land No. 12 in the Twelfth Land District of Lowndes County, Georgia, containing 133 acres, more or less, particularly described as follows: Beginning at the northeast corner of said Lot of Land, running thence in a southerly direction along the east original land lot line to the southeast corner of said Lot of Land, running thence in a westerly direction along the south original land lot line to the center of the run of the Withlacoochee River, running thence in a generally northerly direction up the center of the run of the Withlacoochee River to its intersection with the north original land lot line, running thence in an easterly direction along the north original land lot line to the northeast corner of said Lot of Land No. 12, the point of beginning.

All that tract or parcel of land situate, lying and being in Land Lot 11 in the 11th Land District of Lowndes County, Georgia, and being more particularly described as follows: Start at a point which marks the intersection of the Southwest Margin of the right-of-way of U.S. Highway 41, also known as the Valdosta North Access Road, and the Southeast bank of the Withlacoochee River, running thence along the- river bank South 42 degrees 01 minute, 10 seconds West, a distance of 763.58 Feet to a point on the river bank which marks the intersection of the South original Land Lot line of said Land lot, running thence South one degree, 20 minutes West, a distance of 1752 Feet to a concrete monument, running thence South 85 degrees 30 minutes East, a distance of 668 Feet to a point, running thence North 76 degrees 49 minutes East, a distance of 235.26 Feet to a point, running thence North 48 degrees 25 minutes East, a distance of 370 Feet to a point thence North 53 degrees. 00 minutes West, a distance of 50 Feet to a point, thence South 79 degrees 25 minutes West, a distance of 60 Feet to a point, thence South 47 degrees, 45 minutes West, a distance of 100 Feet to a point, thence South 73 degrees, 15 minutes West, a distance of 100 feet to a point, thence North 77 degrees 20 minutes 00 seconds West, a distance of 100 Feet to a point, thence North 52 degrees. 34 minutes West, a distance of 200 Feet to a point, thence North 39 degrees, 20 minutes West, a distance of 200 Feet to a point, thence North 15 degrees, 10 minutes West, a distance of 100 Feet to a point, thence North 05 degrees, 14 minutes East, a distance of 100 Feet to a point, thence North 24 degrees, 00 minutes East, a distance of 250 Feet to a point, thence North 39 degrees, 50 minutes East, a distance of 260 Feet to a point, thence North 37 degrees, 09 minutes 03 seconds East a distance of 208 Feet to a concrete monument, thence North 64 degrees 22 minutes 41 seconds East a distance of 299.87 Feet to a concrete monument on the Southwest margin of the right-of-way of U.S. 41 also known as the Valdosta North Access Road, running thence North 32 degrees, 53 minutes, 16 seconds West along said right-of-way, a distance of 1120 Feet to the point of beginning.

Less and Except: A certain 80 Foot right of way across the Southern portion of said tract which roadway contains 1.128 acres.

The overall tract above-described, less the acreage contained in the above-described roadway, comprises 36.273 acres.

All that tract of parcel of land situate, lying and being in Land Lot 11 of the 12th Land District of Lowndes County, Georgia, and being more particularly described as follows: BEGINNING at the Southeast corner of Land Lot 11 of the 12th Land District of Lowndes County, Georgia, and FROM SAID POINT OF BEGINNING, run thence North 87° 18' 38" West along the South original Land Lot Line of Land Lot 11 of the 12th Land District of Lowndes County, Georgia, a distance of 608.18 feet to an iron pin; run thence North 87° 18' 38" West along the South original Land Lot Line of Land Lot 11 of the 12th Land District of Lowndes County, Georgia, a distance of 29.38 feet to a point in the run of the Withlacoochee River; run thence in a Northeasterly direction along the run of the Withlacoochee River, on the following courses and distances: North 34° 23' 29" East a distance of 98.18 feet to a point; North 35° 14' 27" East a distance of 125.36 feet to a point; North 45° 50' 17" East a distance of 83.06 feet to a point; North 41° 21' 53" East a distance of 101.77 feet to a point; North 26° 35' 20" East a distance of 91.51 feet to a point; North 34° 52' 33" East a distance of 75.69 feet to a point; North 30° 02' 28" East a distance of 109.29 feet to a point; run thence North 29° 45' 56" East a distance of 98.81 feet to a point; North 54° 03' 41" East a distance of 100.02 feet to a point; North 71° 45' 08" East a distance of 83.90 feet to a point; North 70° 47' 20" East a distance of 80.04 feet to a point located at the point of intersection of the run of the Withlacoochee River with the East original Land Lot Line of Land Lot 11 of the 12th Land District of Lowndes County, Georgia,; thence run South 03° 04' 46" West along the East original Land Lot Line of Land Lot 11 a distance of 27.02 feet to an iron pin; thence run South 03° 04' 46" West along the East original Land Lot Line of Land Lot 11 a distance of 757.25 feet to a concrete monument and the POINT OF BEGINNING. Said property is the same property shown on that certain map or plat of survey entitled "Survey for Lowndes County Board of Commissioners" prepared by Dean B. DeVane, Georgia Registered Land Surveyor, dated April 1, 1997, to which map or plat of survey, and record thereof reference is hereby made for all purposes in aid of description. Said property contains 6.7798 acres.

**EXHIBIT B**

**SURVEY OF THE PREMISES**

**[SEE ATTACHED]**



**GENERAL NOTES:**

- The Survey is prepared exclusively to show site conditions and/or for use in support of instruments related to Leases and Easements as may be shown hereon. Any property boundary information shown hereon is a composite of information gathered from current or previous Surveys, Plat & Deed Description and/or Assessor's Tax Maps as may be referenced hereon. This Survey is not a Boundary Survey of any Tax Parcels or Deed Tracts, and does not create, combine, or divide any existing properties.
- Survey shown hereon was performed under the supervision of a state-registered Land Surveyor and conforms to all applicable State Board Requirements.
- Instruments Used: One or more of: Topcon Total Station, Topcon Hiprite Plus GPS, Carlson Surveyor Data Collector, DII UAV.
- Where shown, improvements (utilities, buildings, trees, fences, etc.) are based on field Survey and/or aerial mapping.
- Any Underground Utilities shown according to surface markings made by others, found at time of survey. Additional marked utilities outside the area covered by this survey map may be shown in provided CAD Files. Utility Markings may not be comprehensive; this survey does not relieve design and construction personnel of the responsibility to determine the locations of underground utilities prior to land disturbance activities.
- This Survey is presented in the format required by Clients. Clients are advised that Official Jurisdictions may require the Survey to be presented in another format with additional notes and certifications. In the event other formats, notes or certifications are requested by applicable jurisdictions, it is the responsibility of the Client to request same be prepared by Surveyor. Survey as published is not intended to be suitable for recording as a Subdivision Plat.
- This survey may have been reduced or enlarged in size due to subsequent reproduction. This should be taken into consideration when obtaining scaled data.
- Geographic Coordinates, if published, meet FAA Accuracy Code 1A, and are accurate to within ± 20 feet horizontally and to within ± 3 feet vertically.
- Any Flood Zone information presented hereon is according to current FEMA Flood Map information as may be referenced hereon. No Flood Elevation Survey of Certification performed.
- This survey is not valid without the original signature seal of a State-Licensed Land Surveyor, and is not complete without the total of sheets as specified in Survey Title Blocks.

**SURVEYOR'S CERTIFICATION**

To: Various Parties  
 This Survey is a SPECIFIC PURPOSE SURVEY and does not subdivide or create any new Parcels, or make changes to real property boundaries. The recording information of the documents, maps, plats or other instruments which created the parcel or parcels are stated hereon. RECORDATION OF THIS PLAT DOES NOT IMPLY APPROVAL OF ANY LOCAL JURISDICTION, AVAILABILITY OF PERMITS OR COMPLIANCE WITH LOCAL REGULATIONS OR REQUIREMENTS, OR SUITABILITY FOR ANY USE OR PURPOSE OF THE LAND. Furthermore, the undersigned land surveyor certifies 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 Professional Engineers and Land Surveyors as set forth in O.C.G.A. Section 15-6-67.



Thomas A. Dobson  
 Georgia RLS No. 2205  
 Georgia C.D.A. No. LSF001190

**PROPOSED TOWER LOCATION DATA**

Latitude: NORTH: 30.885911° 30° 53' 09.28"  
 Longitude: WEST: 83.320501° 83° 19' 13.80"  
 Ground Elev: 119.7 FEET AHSL (NAVD88)  
 Benchmark: DQ9776 FL75

**PARENT TAX PARCEL**  
 VALDOSTA LOWWIDE COUNTY  
 PARKS & RECREATION AUTHORITY  
 TAX PARCEL: 0076C 025

**NORTH ORIENTATION**

GEORGIA WEST STATE PLANE COORDINATE SYSTEM  
 Based on GPS Survey relative to NGS CORS Network, NAD83 (2011)  
 ELEVATION DATUM: NAVD88, GEOID 128  
 DATE OF SURVEY: 03-16-2022  
 Method: RTK (CORS); Confidence Level: 95%  
 Positional Accuracy: MZ ± 0.10'  
 EPOCH 2010.0000

**FLOOD DATA**

FEMA FLOOD MAP PANEL: 13185C0115E, Effective Date: 09/26/2009  
 Surveyed Area appears to lie within FLOODWAY ZONE according to FEMA Maps. Consult FEMA Maps for the extents of the Floodway Zone and other Flood Hazard Areas.

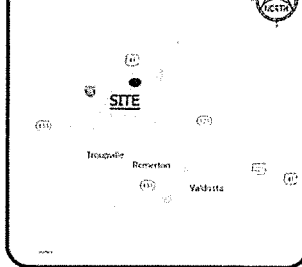
**TITLE EXAMINATION:**

See Sheet #5

**SURVEY ISSUE DATA**

#	DETAILS	DATE	DRAWN	APP
0	Original Survey Issue	04-08-2022	NB	TAD
1	Site Revised	05-15-2022	NB	TAD

**LOCATION MAP**  
 NOT TO SCALE



**LEGEND**

- IRON ROD FOUND
- CONCRETE MCH/UM/EIF FOUND
- UTILITY POLE
- ⌋ GUY ANCHOR
- ⌋ LIGHT POLE
- ⊙ ELECTRIC METER
- ⊙ WATER METER
- ⊙ GAS LINE MARKER
- \* PROPOSED TOWER CENTER
- ⬇ SITE BENCHMARK
- R/W RIGHT-OF-WAY
- C/L CENTER LINE
- AUF ACCESS & UTILITY/FREER
- ESMT EASEMENT
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- UG TOWFROM UNDERGROUND SERVICE
- Sq Ft SQUARE FEET

- PAVEMENT EDGE
- UNPAVED ROAD EDGE
- OVERHEAD UTILITY LINES
- GUY WIRE
- MARKED UG GAS LINE
- 5' CONTOURS
- 1' CONTOURS
- PUBLIC R/W
- TAX PARCEL BOUNDARY
- LAND LOT LINE
- LESSEE'S PREMISES
- LESSEE'S EASEMENTS

**THE LAND CONSULTANTS LLC**  
 5449 Highway #41  
 Jasper, TN 37347  
 (423) 334-6722  
 Georgia C.D.A. No. LSF901190

PREPARED FOR  
**verizon**  
 VERIZON WIRELESS

**SPECIFIC PURPOSE SURVEY**  
**BERMUDA RUN**  
 Location Code: 503768  
 Hyta Mederer Drive, Valdosta, GA 31602  
 Land Lot 11, 11th District  
 Lowndes County, Georgia

**COVER SHEET**

0076C-122-03  
 ISSUE #: 1  
 ISSUE DATE: 05-15-2022  
 SEE SHEET # 1

SHEET  
**1**  
 OF  
 5

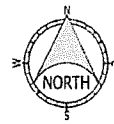
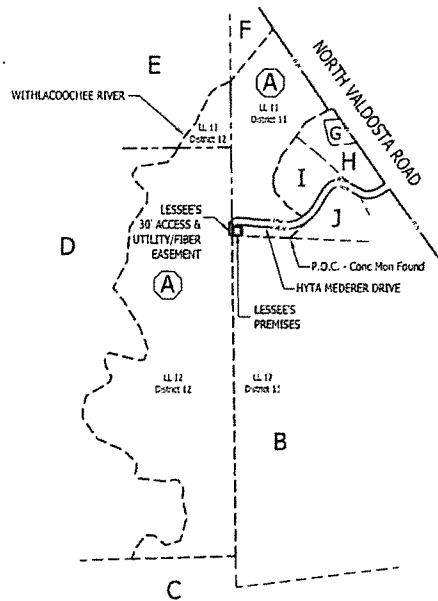
**PROPERTY INFORMATION**

**PARENT TAX PARCEL**

- A. VALDOSTA LOWNDEN COUNTY  
PARKS & RECREATION AUTHORITY  
TAX PARCEL: 0075C 025  
DEED BOOK 4379, PAGE 91, TRACT #6

**ADJOINING TAX PARCELS**

- B. VALDOSTA LOWNDEN COUNTY  
PARKS & RECREATION AUTHORITY  
TAX PARCEL: 0075C 024  
DEED BOOK 4380, PAGE 245
- C. EAGER RIVER PROPERTY, LLC.  
TAX PARCEL: 0079C 012  
DEED BOOK 5828, PAGE 180
- D. LANGDALE CAPITAL ASSETS, INC.  
TAX PARCEL: 0055 021  
DEED BOOK 4500, PAGE 034
- E. MCCLANE FUNERAL SERVICES  
TAX PARCEL: 0074 090  
DEED BOOK 338, PAGE 521
- F. CARSON MCCLANE, INC.  
TAX PARCEL: 0074 091  
DEED BOOK 6825, PAGE 29
- G. C & B PROPERTIES, LLC.  
TAX PARCEL: 0074 087  
DEED BOOK 6672, PAGE 503  
PLAT BOOK PC C, PAGE 582
- H. NSA PROPERTY HOLDINGS, LLC.  
TAX PARCEL: 0074 088  
DEED BOOK 6771, PAGE 510
- I. RIVERPLACE DEVELOPMENT, LLC.  
TAX PARCEL: 0074 086  
DEED BOOK 6826, PAGE 669
- J. RIVERPLACE DEVELOPMENT, LLC.  
TAX PARCEL: 0076A 001  
DEED BOOK 6826, PAGE 669



THE LAND CONSULTANTS  
5449 Highway #41  
Jackson, TN 37347  
(423) 334-6722  
Georgia C.O.A. No. LSF001190

PREPARED FOR  
**verizon**  
VERIZON WIRELESS

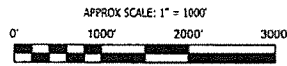
**SPECIFIC PURPOSE SURVEY**  
**BERMUDA RUN**  
Location Code: 503768  
Hyta Mederer Drive, Valdosta, GA 31602  
Land Lot 11, 11th District  
Lowndes County, Georgia

**OVERVIEW MAP**

DATE: 12/24/20  
ISSUE #: 1  
ISSUE DATE: 06-15-2022  
SEE SHEET # 1

SHEET  
**2**  
OF  
5

**OVERVIEW MAP CAUTION:**  
OVERVIEW MAP IS NOT A SURVEY BUT A VICINITY / LOCATION MAP INTENDED ONLY TO SHOW SURVEYED PROPERTY IN RELATION TO SURROUNDING AREA. VESTING AND ADJOINING PARCEL BOUNDARIES ARE NOT INCLUDED IN OR CERTIFIED BY THIS SURVEY. BOUNDARY LINES ARE A COMPOSITE OF DEED, PLAT AND/OR TAX MAP INFORMATION.



- PUBLIC R/W
- VESTING LAND
- ADJOINING TAX PARCEL
- APPROX LAND LOT LINE
- LESSEE'S PREMISES
- LESSEES EASEMENT(S)

NOTE:  
 Surveyed Area shown is entirely within the  
 FLOODWAY ZONE per current FEMA Maps.



THE  
 LAND CONSULTANTS  
 5449 Highway #41  
 Jasper, TN 37347  
 (423) 334-6722  
 Georgia C.O.A. No. LSF901190

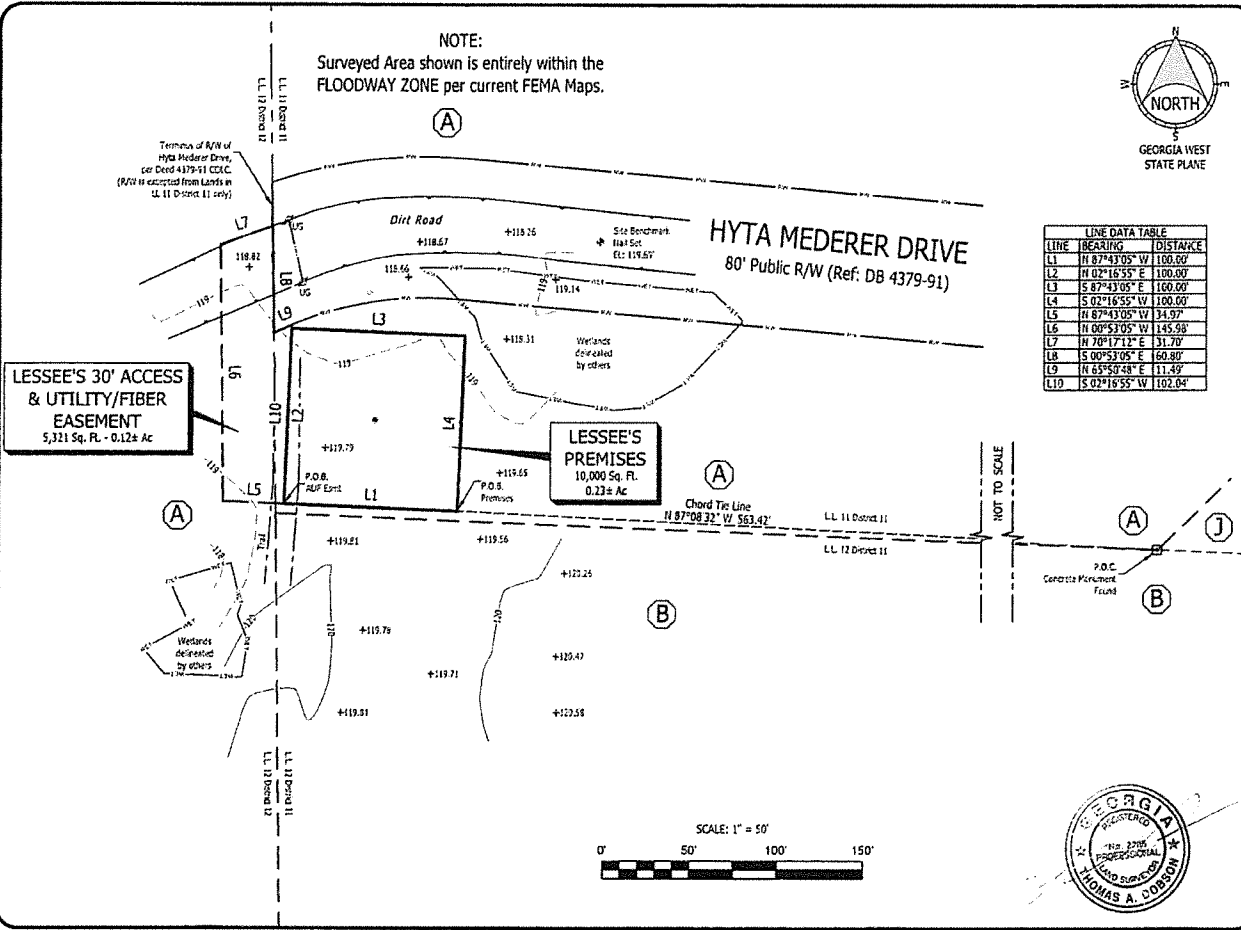
PREPARED FOR  
**verizon**  
 VERIZON WIRELESS

LINE	BEARING	DISTANCE
L1	N 87°43'05" W	100.00'
L2	N 02°16'55" E	100.00'
L3	S 87°43'05" E	100.00'
L4	S 02°16'55" W	100.00'
L5	N 87°43'05" W	34.97'
L6	N 00°53'05" E	145.58'
L7	N 70°17'12" E	31.70'
L8	S 00°53'05" E	60.80'
L9	N 65°50'48" E	11.49'
L10	S 02°16'55" W	102.04'

**LESSEE'S 30' ACCESS  
 & UTILITY/FIBER  
 EASEMENT**  
 5,321 Sq. Ft. - 0.12± Ac

**LESSEE'S  
 PREMISES**  
 10,000 Sq. Ft.  
 0.23± Ac

**HYTA MEDERER DRIVE**  
 80' Public R/W (Ref: DB 4379-91)



(This is a Boundary Survey of Private Lands. Not intended for use as a Public Land Transaction.)  
**SPECIFIC PURPOSE SURVEY**  
**BERMUDA RUN**  
 Location Code: 503768  
 Hyta Mederer Drive, Valdosta, GA 31602  
 Land Lot 11, 11th District  
 Lowndes County, Georgia

**SITE SURVEY**



DWG#: 22540  
 ISSUE #: 1  
 ISSUE DATE: 05-15-2022  
 SEE SHEET # 1

SHEET  
 3  
 OF  
 5

**LESSEE'S PREMISES**

All that tract or parcel of land situate, lying and being in Lot of Land No. 11 in the 11th Land District of Lowndes County, Georgia, being a portion of the property of Valdosta-Lowndes County Parks and Recreation Authority, of record in Deed Book 4379, Page 91, Office of the Clerk of Superior Court of Lowndes County, Georgia, and being more particularly described as follows:

COMMENCE at a Concrete Monument found in the South Line of aforesaid Land Lot 11, at a Southeastern corner of the aforesaid property; Thence along a Chord Tie Line having a Bearing of N 87°08'32" W, a distance of 563.42 feet to the POINT OF BEGINNING;

Thence N 87°43'05" W, a distance of 100.00 feet;  
Thence N 02°16'33" E, a distance of 100.00 feet;  
Thence S 87°43'05" E, a distance of 100.00 feet;  
Thence S 02°16'33" W, a distance of 100.00 feet to the POINT OF BEGINNING.

Said Premises contains 0.23 Acres (10,009 Square Feet), more or less.

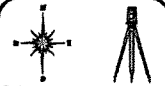
**LESSEE'S 30' ACCESS & UTILITY/FIBER EASEMENT**

Lowndes County, Georgia, being a portion of the property of Valdosta-Lowndes County Parks and Recreation Authority, of record in Deed Book 4379, Page 91, Office of the Clerk of Superior Court of Lowndes County, Georgia, and being more particularly described as follows:

COMMENCE at a Concrete Monument found in the South Line of aforesaid Land Lot 11, at a Southeastern corner of the aforesaid property; Thence along a Chord Tie Line having a Bearing of N 87°08'32" W, a distance of 563.42 feet;  
Thence N 87°43'05" W, a distance of 100.00 feet to the POINT OF BEGINNING;

Thence N 87°43'05" W, a distance of 34.97 feet;  
Thence N 00°53'05" W, a distance of 145.98 feet;  
Thence N 79°17'12" E, a distance of 31.70 feet to a point on the Western Terminus of the Right-of-Way of Hyta Mederer Drive;  
Thence S 00°53'05" E, along said Terminus, a distance of 60.80 feet;  
Thence N 65°30'48" E, along the Southern Line of aforesaid Right-of-Way, a distance of 11.49 feet;  
Thence S 02°16'33" W, leaving said Right-of-Way Line, a distance of 102.04 feet, to the POINT OF BEGINNING.

Said Easement contains 0.12 Acres (5,321 Square Feet), more or less.



THE LAND CONSULTANTS LLC  
5449 Highway #41  
Jasper, TN 37347  
(923) 334-8722  
Georgia C.O.A. No. LS-F021193

PREPARED FOR

**verizon**  
VERIZON WIRELESS

(See a Boundary Survey of Private Lands. Not intended for the simple Land Transfer)  
**SPECIFIC PURPOSE SURVEY**  
**BERMUDA RUN**  
Location Code: 503768  
Hyta Mederer Drive, Valdosta, GA 31602  
Land Lot 11, 11th District  
Lowndes County, Georgia

**DESCRIPTIONS**

DWG#: 2204  
ISSUE #: 1  
ISSUE DATE: 05-15-2022  
SEE SHEET # 1

SHEET  
4  
OF  
5

**TITLE EXAMINATION**

Surveyor's treatment of Title Examination Items is limited to the scope described in ALA/ASPS 2016 requirements, Section 6, C, ii, and is limited to determination of the location [within subject Tax Parcel(s)] described by Title Items. Items are mapped hereon only when adequately described of record and are within Survey Area. "Blanks" denotes items applicable to the entire Parcel (not subject to separate mapping). Surveyor may note where ambiguous or inexact descriptions might warrant a review by Title Attorney to establish "intent" or other matters, which are not addressed by Survey.

Reference: Report of Title, prepared by U.S. Title Solutions, File No. US170807, DATE OF REPORT: March 24, 2022.

Item 1: Mortgages, etc: None Listed

Item 2: Judgments & Liens: None Listed

Item 3: Covenants & Restrictions: None Listed

Item 4: Easements & Right-of-Way: None Listed  
Note: Parent Tax Parcel is by Deed description exclusive of the 40-foot-wide Right-of-Way (known as Hyta Mederer Drive), as far as same extends to the West Line of Land District 11 as shown hereon.

Item 5: Other Record Documents: None Listed

Item 6: Unrecorded Instruments: "Property Tax Card" (not an instrument, not subject to survey review as a matter of Title).

**LEGAL DESCRIPTION OF PARENT TAX PARCEL**

All that tract or parcel of land situate, lying and being in Lot of Land No. 12 in the Twelfth Land District of Lowndes County, Georgia, containing 133 acres, more or less, particularly described as follows: Beginning at the northeast corner of said Lot of Land, running thence in a southerly direction along the east original land lot line to the southeast corner of said Lot of Land, running thence in a westerly direction along the south original land lot line to the center of the run of the Withlacoochee River, running thence in a generally northerly direction up the center of the run of the Withlacoochee River to its intersection with the north original land lot line, running thence in an easterly direction along the north original land lot line to the northeast corner of said Lot of Land No. 12, the point of beginning.

All that tract or parcel of land situate, lying and being in Land Lot 11 in the 11th Land District of Lowndes County, Georgia, and being more particularly described as follows: Start at a point which marks the intersection of the Southwest Margin of the right-of-way of U.S. Highway 41, also known as the Valdosta North Access Road, and the Southeast bank of the Withlacoochee River, running thence along the river bank South 42 degrees 01 minute, 10 seconds West, a distance of 762.58 Feet to a point on the river bank which marks the intersection of the South original Land Lot line of said Land Lot, running thence South one degree, 20 minutes West, a distance of 1752 Feet to a concrete monument, running thence South 85 degrees 10 minutes East, a distance of 648 Feet to a point, running thence North 76 degrees 49 minutes East, a distance of 235.26 Feet to a point, running thence North 48 degrees 25 minutes East, a distance of 370 Feet to a point thence North 53 degrees, 60 minutes West, a distance of 50 Feet to a point, thence South 79 degrees 25 minutes West, a distance of 60 Feet to a point, thence South 47 degrees, 45 minutes West, a distance of 100 Feet to a point, thence South 73 degrees, 15 minutes West, a distance of 100 feet to a point, thence North 77 degrees 20 minutes 09 seconds West, a distance of 100 Feet to a point, thence North 51 degrees, 34 minutes West, a distance of 200 Feet to a point, thence North 39 degrees, 20 minutes West, a distance of 200 Feet to a point, thence North 15 degrees, 10 minutes West, a distance of 100 Feet to a point, thence North 05 degrees, 14 minutes East, a distance of 100 Feet to a point, thence North 24 degrees, 00 minutes East, a distance of 350 Feet to a point, thence North 39 degrees, 30 minutes East, a distance of 260 Feet to a point, thence North 37 degrees, 09 minutes 01 seconds East a distance of 208 Feet to a concrete monument, thence North 64 degrees 22 minutes 41 seconds East a distance of 299.87 Feet to a concrete monument on the Southwest margin of the right-of-way of U.S. 41 also known as the Valdosta North Access Road, running thence North 32 degrees, 53 minutes, 16 seconds West along said right-of-way, a distance of 1120 Feet to the point of beginning. Less and Except: A certain 80 Foot right of way across the Southern portion of said tract heretofore deeded by the Grantee to the Grantor for road purposes which roadway contains 1.128 acre. The overall tract above-described, less the acreage contained in the above-described roadway, comprises 36.273 acres.

All that tract or parcel of land situate, lying and being in Land Lot 11 of the 12th Land District of Lowndes County, Georgia, and being more particularly described as follows: BEGINNING at the Southeast corner of Land Lot 11 of the 12th Land District of Lowndes County, Georgia, and FROM SAID POINT OF BEGINNING, run thence North 87° 18' 38" West along the South original Land Lot Line of Land Lot 11 of the 12th Land District of Lowndes County, Georgia, a distance of 608.18 feet to an iron pin; run thence North 87° 18' 38" West along the South original Land Lot Line of Land Lot 11 of the 12th Land District of Lowndes County, Georgia, a distance of 29.18 feet to a point in the run of the Withlacoochee River; run thence in a Northerly direction along the run of the Withlacoochee River, on the following courses and distances: North 34° 23' 29" East a distance of 98.18 feet to a point; North 35° 14' 27" East a distance of 125.36 feet to a point; North 45° 50' 17" East a distance of 83.06 feet to a point; North 41° 21' 53" East a distance of 101.77 feet to a point; North 26° 35' 20" East a distance of 91.51 feet to a point; North 34° 52' 33" East a distance of 75.69 feet to a point; North 30° 02' 28" East a distance of 109.29 feet to a point; run thence North 29° 45' 36" East a distance of 98.81 feet to a point; North 44° 03' 41" East a distance of 100.02 feet to a point; North 71° 45' 08" East a distance of 83.90 feet to a point; North 70° 47' 20" East a distance of 60.04 feet to a point located at the point of intersection of the run of the Withlacoochee River with the East original Land Lot Line of Land Lot 11 of the 12th Land District of Lowndes County, Georgia; thence run South 03° 04' 46" West along the East original Land Lot Line of Land Lot 11 a distance of 27.62 feet to an iron pin; thence run South 03° 04' 46" West along the East original Land Lot Line of Land Lot 11 a distance of 737.22 feet to a concrete monument and the POINT OF BEGINNING. Said property is the same property shown on that certain map or plat of survey, entitled "Survey for Lowndes County Board of Commissioners" prepared by Dean B. DeVane, Georgia Registered Land Surveyor, dated April 1, 1997, to which map or plat of survey, and record thereof reference is hereby made for all purposes in aid of description. Said property contains 6.7798 acres.

THE LAND CONSULTANTS LLC  
5419 Highway #41  
Jasper, TN 37347  
(423) 534-6721  
Georgia C.O.A. No. LS901199

PREPARED FOR  
**verizon**  
VERIZON WIRELESS

SPECIFIC PURPOSE SURVEY  
BERMUDA RUN  
Location Code: 503768  
Hyta Mederer Drive, Valdosta, GA 31602  
Land Lot 11, 11th District  
Lowndes County, Georgia

TITLE  
DIVISION: 22040  
ISSUE #: 1  
ISSUE DATE: 06-15-2022  
SEE SHEET # 1  
SHEET 5 OF 5

Record and Return To:

Mary Palmer  
Baker, Donelson, Caldwell & Berkowitz, P.C.  
420 20th St. N., Suite 1400  
Birmingham, AL 35203  
(205) 250-8353

Cross Reference:

Deed Book 4379 Page 91,  
as recorded in the Office of the  
Superior Court Clerk for Lowndes County, GA.

Parcel 0076C 025

**CONSENT TO LAND LEASE AGREEMENT**

Pursuant to the certain Trust Deed made by Board of Commissioners of Lowndes County, Georgia, to Valdosta-Lowndes County Parks and Recreation Authority, made June 24, 2008, to be effective July 01, 2009, recorded July 01, 2009, in Book 4379, Page 91, Lowndes County, GA, real estate records, the undersigned, Board of Commissioners of Lowndes County, Georgia, hereby consents to that certain Land Lease Agreement by and between Valdosta-Lowndes County Parks and Recreation Authority, as Lessor, and Cellco Partnership d/b/a Verizon Wireless, as Lessee, presented herewith to the undersigned.

This Consent may be recorded in the real estate records of the office of the Superior Court Clerk for Lowndes County, GA.

IN WITNESS WHEREOF, the undersigned has caused this Consent to be executed by its duly authorized officer or officers and its seal to be affixed hereto this 13<sup>th</sup> day of December, 2022.

(signatures on following page)

(SEAL)

Board of Commissioners of Lowndes County, Georgia

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

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

Signed, sealed, and delivered  
in the presence of:

\_\_\_\_\_  
Unofficial Witness

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

Commission Expiration Date: \_\_\_\_\_

[NOTARIAL SEAL]

LOWNDES COUNTY BOARD OF COMMISSIONERS  
COMMISSION AGENDA ITEM

SUBJECT: 2023 Public Defender Contracts

DATE OF MEETING: December 13, 2022

Work Session/Regular Session

BUDGET IMPACT:

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: 2023 Public Defender Contracts

---

HISTORY, FACTS AND ISSUES: The attached contract for the 2023, ongoing public defender services and 2023 administration of operation expenses contract for the Valdosta office are the same as have been presented annually for several years with no changes.

OPTIONS: 1. Approve  
2. Board's Pleasure

RECOMMENDED ACTION: Approve

DEPARTMENT: Public Defender

DEPARTMENT HEAD: Wade Krueger

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:



**AMENDMENT TO THE INDIGENT DEFENSE SERVICES  
AGREEMENT AMONG THE CIRCUIT PUBLIC DEFENDER OFFICE OF THE  
SOUTHERN JUDICIAL CIRCUIT AND THE GOVERNING AUTHORITIES OF  
BROOKS, COLQUITT, ECHOLS, LOWNDES, AND THOMAS COUNTIES**

**THE AGREEMENT** entered on January 31, 2007, among the Circuit Public Defender Office of the Southern Judicial Circuit (herein referred to as "the Public Defender Office"), the governing authority of Brooks County, a body politic and a subdivision of the State of Georgia (herein referred to as "Brooks County"), the governing authority of Colquitt County, a body politic and a subdivision of the State of Georgia (herein referred to as "Colquitt County"), the governing authority of Echols County, a body politic and a subdivision of the State of Georgia (herein referred to as "Echols County"), the governing authority of Lowndes County, a body politic and a subdivision of the State of Georgia (herein referred to as "Lowndes County"), and the governing authority of Thomas County, a body politic and a subdivision of the State of Georgia (herein referred to as "Thomas County"), is hereby amended pursuant to Section 6.06 of the agreement by striking in its entirety Section 6.01 relating to Term of the agreement and inserting in lieu thereof the following:

**Section 6.01 Term.** The term of this agreement is 1 year beginning January 1, 2023 and ending December 31, 2023. This agreement may be renewed by the Public Defender Office by providing written notice to each of the county representatives designated in Section 6.05 within 30 days prior to the expiration of the agreement in accordance with Section 6.06. This agreement may also be renewed when the annual budget has been agreed to by all parties. Notice of the renewal will be sent by the Public Defender to the representatives of the parties identified in Section 6.05.

In addition, the parties to this agreement acknowledge and consent to the continued rollover of the county's surplus funds, if any, from the previous calendar year budgets to be retained on behalf of the Public Defender Program for FY 2023-2024.

**IN WITNESS WHEREOF,** the parties have each here unto affixed their signatures.

ATTEST:

LOWNDES COUNTY

\_\_\_\_\_  
Belinda C. Lovern  
Commissioners' Assistant

BY: \_\_\_\_\_  
Bill Slaughter, Chairman  
Board of Commissioners

\_\_\_\_\_  
Date

**AMENDMENT TO THE GEORGIA INDIGENT DEFENSE  
SERVICES AGREEMENT FOR THE ADMINISTRATION OF  
OPERATING EXPENSES**

**THE AGREEMENT** entered on the 31<sup>st</sup> day of January, 2011, among the Georgia Public Defender Standards Council, now revised to the Georgia Public Defender Council (herein referred to as “**GPDC**”), the Circuit Public Defender Office of the Southern Judicial Circuit (herein referred to as “the **Public Defender Office**”), the governing authority of Brooks County, a body politic and a subdivision of the State of Georgia (herein referred to as “**Brooks County**”), the governing authority of Echols County, a body politic and a subdivision of the State of Georgia (herein referred to as “**Echols County**”), and the governing authority of Lowndes County, a body politic and a subdivision of the State of Georgia (herein referred to as “**Lowndes County**”), Brooks, Echols and Lowndes Counties are herein referred to collectively as “the **Counties**,” is hereby amended pursuant to Section 2.01 of the agreement by striking in its entirety Section 2.01 relating to Term of the agreement and inserting in lieu thereof the following:

**Section 2:01 Term.** The term of this agreement is 1 year beginning January 1, 2023 and ending December 31, 2023. This agreement may be renewed when the annual budget has been agreed to by all parties.

**IN WITNESS WHEREOF**, the parties have each here unto affixed their signatures.

ATTEST:

Circuit Public Defender  
Southern Judicial Circuit

\_\_\_\_\_

BY:

\_\_\_\_\_  
Wade Krueger  
Circuit Public Defender

\_\_\_\_\_  
Date

ATTEST:

Georgia Public Defender Council

\_\_\_\_\_

BY:

\_\_\_\_\_  
Omotayo B. Alli  
Executive Director

\_\_\_\_\_  
Date

ATTEST:

LOWNDES COUNTY

\_\_\_\_\_  
Belinda C. Lovern  
Commissioners' Assistant

BY: \_\_\_\_\_  
Bill Slaughter, Chairman  
Board of Commissioners

\_\_\_\_\_  
Date

LOWNDES COUNTY BOARD OF COMMISSIONERS  
COMMISSION AGENDA ITEM

SUBJECT: Approval of Solicitor General's VAWA Continuation Grant  
Application for 2023

DATE OF MEETING: December 13, 2022

Work Session/Regular Session

BUDGET IMPACT: Not to exceed \$36,266.00

FUNDING SOURCE:

- Annual
- Cash
- N/A
- In-Kind

COUNTY ACTION REQUESTED ON: Approval of Solicitor-General's VAWA Continuation Grant Application for 2023

---

HISTORY, FACTS AND ISSUES: The Solicitor-General's Office has received the VAWA (Violence Against Women Act) Grant since April 2018. This grant funds budgeted costs associated with a specialized prosecutor to handle Family Violence and Violence Against Women Crimes. The continuation grant award period is January 01, 2023-December 31, 2023. At the November 9, 2021 meeting, the Board of Commissioners approved an increase in the salary for this position to \$60,000.00 plus benefits. The funding request for this year is considered continuation funding which usually results in funding amounts being the same as the original amount awarded during the competitive application process. However, we will be submitting a budget request to include the increased salary and benefits in hopes that additional funding will be awarded. If the request is approved as submitted then Lowndes County would be responsible for providing matching funds of \$21,611.00. If the additional funding is not awarded, and the funding amount is equal to the previous awarded amount, then Lowndes County would be responsible for a total cash match of \$36,266.00 to cover the increased costs approved at the November meeting previously referenced. This will be the last year of the continuation funding and CJCC plans to release a competitive opportunity next year. The Solicitor-General's office requests the board's approval to submit the VAWA Continuation Grant Application.

OPTIONS: 1. Approve Solicitor-General's 2023 VAWA Continuation Grant Application.  
2. Board's Pleasure

RECOMMENDED ACTION: Option 1

DEPARTMENT: Solicitor-General

DEPARTMENT HEAD: Justo C. Cabral, III

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

LOWNDES COUNTY BOARD OF COMMISSIONERS  
COMMISSION AGENDA ITEM

SUBJECT: Storage Area Network Replacement

DATE OF MEETING: December 13, 2022

Work Session/Regular Session

BUDGET IMPACT: \$356,405.55

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: Storage Area Network Replacement

---

HISTORY, FACTS AND ISSUES: Lowndes County has two Storage Area Networks (SAN) in the primary data center. The oldest has been deemed end-of-life and end-of-support by the vendor. Presented is a quote for an expansion of the newest SAN that was purchased for the Public Safety project. The equipment purchase presented is under a state contract GA DOAS # 99999-001-SPD00000139-0006.

OPTIONS: 1. Approve  
2. Board's Pleasure

RECOMMENDED ACTION: Board's Pleasure

DEPARTMENT: ITS

DEPARTMENT HEAD: Aaron Kostyu

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:



Converge Technology Solutions  
 130 Technology Parkway  
 Norcross, GA 30092  
 678.812.0121  
[TeamCorus@Corus360.com](mailto:TeamCorus@Corus360.com)

# Proposal

<b>Prepared for:</b>	<b>Ship to:</b>
<b>Company Name:</b> Lowndes County Board of Commissioners <b>Contact Name:</b> Aaron J. Kostyu <b>Phone Number:</b> 229.671.2450 <b>Email Address:</b> akostyu@lowndescounty.com <b>Address:</b> 327 North Ashley Street <b>City/State/ZIP:</b> Valdosta, GA 31601	Same

<b>Proposal Name</b>	<b>Salesperson</b>	<b>Date</b>	<b>Proposal Expires</b>
Lowndes Pure Trade-up Proposal 1003221	TeamCorus: Jon Ford	10/3/2022	11/2/2022

Line	Part Number	Qty	Description	MSRP	Price Each	Price Ext
1	Trade-Up,20/38/45TB-DP FOR 90TBSAS DP	1	Trade-up 20 or 38 or 45TB Datapack for 90TB SAS Datapack	\$364,500.00	\$56,700.00	\$56,700.00
2	Trade-Up,20/38/45TB-DP FOR 90TB 90TBSAS-DP 1MO,PRM Gold	60	Trade-up 20 or 38 or 45TB Datapack for 90TB SAS Datapack 1 month Evergreen Gold 4 Hour Delivery 24/7 Support	\$1,890.00	\$1,525.00	\$91,500.00
3	PS-CAP-CONSOLIDATION 1-SHELF	1	Install of New Hardware	\$3,500.00	\$3,305.55	\$3,305.55
4	Trade-Up,20/38/45TB-DP FOR 90TBSAS DP	1	Trade-up 20 or 38 or 45TB Datapack for 90TB SAS Datapack	\$364,500.00	\$113,400.00	\$113,400.00
5	Trade-Up,20/38/45TB-DP FOR 90TB 90TBSAS-DP 1MO,PRM Gold	60	Trade-up 20 or 38 or 45TB Datapack for 90TB SAS Datapack 1 month Evergreen Gold 4 Hour Delivery 24/7 Support	\$1,890.00	\$1,525.00	\$91,500.00
6	PS-CAP-CONSOLIDATION 1-SHELF	1	Install of New Hardware	\$3,500.00	\$0.00	\$0.00
			Incentive included for 5 year renewal			
			State of Georgia Contract			
			GA DOAS Contract # 99999-001-SPD00000139-0006			

<b>Terms:</b>	<b>Total Investment before Tax and Shipping:</b>	<b>\$356,405.55</b>
---------------	--	---------------------

Quote Valid from 30 business days from the date listed above. Net thirty (30) days - Upon approval of credit. Assumes documentation satisfactory in form and substance to Converge TS.  
 Pricing, Terms and Conditions subject to credit approval. Payments due in advance, subject to applicable sales and use tax. 1st and Last Months payment Due at Signing.  
 If this purchase is tax exempt, please include a copy of your tax exemption certificate with your Purchase Order.  
 Converge Technology Solutions Reserves the right to modify leadtimes due to distribution and manufacturer leadtimes.  
 Unless otherwise specified, shipping/freight will be "pre-pay and add." Purchase Orders will be billed as FOB Shipment unless otherwise noted on Purchase Order.

LOWNDES COUNTY BOARD OF COMMISSIONERS  
COMMISSION AGENDA ITEM

SUBJECT: Transportation Improvement Act (TIA) - Twin Lakes Road Local  
Delivery Agreement

DATE OF MEETING: December 13, 2022

Work Session/Regular Session

BUDGET IMPACT: N/A

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: Twin Lakes Road Agreement

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HISTORY, FACTS AND ISSUES: The Board approved submitting the Transportation Investment Act (TIA) Local Government Application for project delivery at the October 25, 2022 commission meeting. The Georgia Department of Transportation (GDOT) approved the application and sent staff the Local Delivery Agreement to be approved. The Local Delivery Agreement is required to be executed prior to beginning work. Once the agreement has been executed, a written Notice to Proceed from GDOT is also required prior to beginning any project phase.

OPTIONS: 1. Approve and authorize the Chairman to sign the agreement.  
2. Redirect.

RECOMMENDED ACTION: Approve  
Option 1

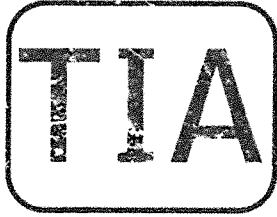
DEPARTMENT: Engineering

DEPARTMENT HEAD: Chad McLeod

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:



## TRANSPORTATION INVESTMENT ACT OF 2010 PROJECT AGREEMENT



By and Between

THE GEORGIA DEPARTMENT OF TRANSPORTATION

and

LOWNDES COUNTY

This Agreement, made and entered into as of \_\_\_\_\_, ("Effective Date"), by and between the GEORGIA DEPARTMENT OF TRANSPORTATION, an agency of the State of Georgia, hereinafter referred to as the "DEPARTMENT", and LOWNDES COUNTY, GEORGIA, acting by and through its Mayor and City Council or Board of Commissioners, as the case may be, hereinafter referred to as the "LOCAL GOVERNMENT".

WHEREAS, pursuant to O.C.G.A. § 48-8-240 *et seq.*, the General Assembly adopted the Transportation Investment Act of 2010 which creates twelve (12) special districts of the State and authorized elections to be held in each special district which would allow each special district independently of any other district to approve and authorize the imposition of a special district transportation sales and use tax to fund transportation projects within the special district; and

WHEREAS, four (4) of the twelve (12) special tax districts voted to levy the special district sales and use tax by voter referendum: the Central Savannah River Area special tax district, the River Valley special tax district, the Heart of Georgia Altamaha special tax district, and the Southern Georgia special tax district; and

WHEREAS, in accordance with O.C.G.A. § 48-8-249(b)(1) and an Intergovernmental Agreement between the Department and the Georgia State Financing and Investment Commission dated January 1, 2013, and thereafter amended, the Department is authorized to manage the execution, schedule, budget and delivery of the Projects on the Approved Investment List(s) for the special districts; and

WHEREAS, the LOCAL GOVERNMENT desires to deliver all or part of the scope for the following project(s) as set forth in Exhibit B:

**1) Twin Lakes Road Paving and Drainage Improvements, SGRC-119, P.I. 0016280**

hereinafter individually referred to as "PROJECT" and collectively referred to as "PROJECTS"; and

WHEREAS the PROJECT was approved by the final regional transportation roundtable for the special district and provided to the Director of Planning in accordance with O.C.G.A. § 48-8-243(b); and

WHEREAS, the LOCAL GOVERNMENT has indicated that it is qualified and experienced to provide such services necessary for all or part of the scope of the PROJECT and the DEPARTMENT has relied upon such representations; and

WHEREAS, in accordance with O.C.G.A. § 48-8-249(c)(4), the DEPARTMENT has made the determination that the LOCAL GOVERNMENT has the requisite experience to undertake the PROJECT as set forth in the Local Project Delivery Application form, Appendix A, attached hereto and incorporated herein by reference; and

WHEREAS, the LOCAL GOVERNMENT has been approved by the DEPARTMENT to deliver these PROJECT; and,

WHEREAS, pursuant to provisions of O.C.G.A. § 48-8-249(b), GSFIC is authorized to dispense special district transportation sales and use tax proceeds, hereinafter referred to as "TIA PROCEEDS", upon the receipt of certified invoices from the DEPARTMENT of the completion of an Eligible PROJECT Cost, as herein defined, as reimbursement to the DEPARTMENT; and

WHEREAS, the Georgia Constitution authorizes intergovernmental agreements whereby state and local entities may contract with one another "for joint services, for the provision of services, or for the joint

or separate use of facilities or equipment; but such contracts must deal with activities, services or facilities which the parties are authorized by law to undertake or provide." Ga. Constitution Article IX, §III, ¶1(a).

NOW, THEREFORE, in consideration of the mutual promises and the benefits to flow from one to the other, the DEPARTMENT and the LOCAL GOVERNMENT do hereby agree as follows:

## ARTICLE I SCOPE AND PROCEDURE

A. **General Scope and Procedures.** The SCOPE AND PROCEDURE for the PROJECT is set forth in "Exhibit B", Scope and Procedure, attached hereto and incorporated as if fully set forth herein.

The LOCAL GOVERNMENT shall be responsible for assuring that the PROJECT will be economically feasible and that the design and construction will be based upon sound engineering principles, meet American Association of State Highway and Transportation Officials ("AASHTO") Guidelines and will be sensitive to ecological, environmental and archaeological issues. The LOCAL GOVERNMENT shall also be responsible for assuring that the PROJECT meets and comply with the scope as defined in the Approved Investment List.

It is understood and agreed that the reimbursement for the PROJECT shall be dependent on the DEPARTMENT's review and approval of the certified vouchers and contingent upon the availability of TIA PROCEEDS as more specifically set forth in Article VI, COMPENSATION AND PAYMENT.

The LOCAL GOVERNMENT shall work with the DEPARTMENT or its designees, as may be designated by the DEPARTMENT at a later date, who will advise the LOCAL GOVERNMENT on the work scope and provide guidance and required approvals during implementation of the PROJECT.

B. **Local Project Delivery Application.** The LOCAL GOVERNMENT has submitted its Local Project Delivery Application to administer the PROJECT attached hereto as Appendix A. The DEPARTMENT'S State TIA Administrator has reviewed, confirmed and approved the Local Project Delivery Application for the LOCAL GOVERNMENT to develop the PROJECT within the scope of its certification. Expenditures incurred by the LOCAL GOVERNMENT prior to the execution of this AGREEMENT or expenditures made pursuant to other funding agreements shall not be reimbursed by the DEPARTMENT.

C. **Applicable Laws, Regulations and Standards.** During the duration of the PROJECT and this Agreement, the LOCAL GOVERNMENT has and will take into consideration, and has and will comply with, as applicable, the DEPARTMENT'S Transportation Investment Act of 2010 Manual – Processes and Procedures, available on the DEPARTMENT's website, and as may be amended or supplemented from time to time and including addenda (hereinafter referred to as "TIA Manual"), and other standards and guidelines as may be applicable to the PROJECT. The DEPARTMENT may in its sole discretion waive certain requirements set forth in the TIA Manual unilaterally or upon receipt of a written request from the LOCAL GOVERNMENT.

D. **Notices to Proceed.** The work shall be carried on in accordance with the schedule attached to this Agreement as "Exhibit A" WORK SCHEDULE with the understanding that unforeseen events may make necessary some minor variations in that schedule. The DEPARTMENT may request additional or updated information and documentation regarding the WORK SCHEDULE from the LOCAL GOVERNMENT at any time.

No work on any phase of the PROJECT shall begin without a written notice to proceed from the DEPARTMENT to the LOCAL GOVERNMENT for each of the following separate phases:

- 1) Preliminary Engineering Activities – Concept Report Approval
- 2) Preliminary Engineering Activities – Field Plan Review Approval
- 3) Right of Way
- 4) Construction – Notice to Advertise
- 5) Construction – Notice to Proceed
- 6) Transit – Operations Per Year (if applicable)

Each Notice to Proceed will contain a Completion Date for that phase, which shall be binding. If unforeseen conditions are encountered and an extension of the completion date is warranted, the LOCAL GOVERNMENT may request in writing an extension of the completion date for written approval by the DEPARTMENT.

E. **Preliminary Engineering Activities.** The LOCAL GOVERNMENT shall be solely responsible for the Preliminary Engineering ("PE") activities for the PROJECT. The PE activities shall be accomplished in accordance with the ACT, the DEPARTMENT's TIA Manual, and all applicable design guidelines and policies of the DEPARTMENT in order to produce a cost effective PROJECT. Failure to follow the TIA Manual and all applicable guidelines and policies will jeopardize the reimbursement of TIA PROCEEDS in some or all categories outlined in this Agreement, and it shall be the responsibility of the LOCAL GOVERNMENT for any loss of funding.

F. **Right of Way Acquisition.** The LOCAL GOVERNMENT shall be solely responsible for Right of Way Acquisition. The Right of Way (hereinafter referred to as "ROW") activities shall be accomplished in accordance with the ACT, the DEPARTMENT's TIA Manual, and all applicable design guidelines and policies of the DEPARTMENT in order to produce a cost effective PROJECT. Failure to follow the TIA Manual and all applicable guidelines and policies will jeopardize the reimbursement of TIA PROCEEDS in some or all categories outlined in this Agreement, and it shall be the responsibility of the LOCAL GOVERNMENT for any loss funding.

Upon approval of the ROW plans by the DEPARTMENT, the LOCAL GOVERNMENT may begin the acquisition of the necessary ROW for the PROJECTS. ROW acquisition can occur concurrently with the environmental process once final impacts are known, provided that the DEPARTMENT has provided a written notice to proceed to the LOCAL GOVERNMENT to stake the ROW and proceed with all pre-acquisition ROW activities. LOCAL GOVERNMENT shall acquire ROW, if required, and related ROW services for the PROJECTS. Further, the LOCAL GOVERNMENT shall be responsible for making all changes to the approved ROW plans, as deemed necessary by the DEPARTMENT, for whatever reason, as needed to purchase the ROW or to match actual conditions encountered.

Reimbursement of acquisition expenses will be eligible on a monthly basis. After completion of all land and improvement acquisition; completion of all property management; completion of all demolition; and, after all occupants have relocated off the PROJECTS, the LOCAL GOVERNMENT shall certify in writing to the DEPARTMENT that title to all parcels, whether acquired by deed or condemnation, has been quitclaimed from the LOCAL GOVERNMENT to the DEPARTMENT where PROJECTS are located on a federal or state route, and that all property management, all demolition and all relocation has been completed. Said certification will include a statement that "All parcels are vacant and immediately available for construction purposes".

The LOCAL GOVERNMENT agrees to pay for the defense of any and all suits, if any should arise, involving property titles and/or contaminated properties associated with the acquisition of ROW by deed or condemnation. To the extent allowed by law, the LOCAL GOVERNMENT hereby agrees to indemnify and hold harmless the DEPARTMENT, the State of Georgia and its departments, agencies and instrumentalities and all of their respective officers, members, employees and directors from and against any and all claims, demands, liabilities, losses, costs or expenses, including attorneys' fees, due to due to liability to a third party or Parties, arising from, related to, or caused by property titles and/or contaminated properties associated with the acquisition of ROW by deed or condemnation.

G. **Utility/Railroad Activities.** The LOCAL GOVERNMENT shall be solely responsible for the Utility/Railroad Activities for the PROJECT. The Utility/Railroad Activities shall be accomplished in accordance with the ACT, the DEPARTMENT's TIA Manual, and all applicable design guidelines and policies of the DEPARTMENT in order to produce a cost effective PROJECT. Failure to follow the TIA Manual and all applicable guidelines and policies will jeopardize the reimbursement of TIA PROCEEDS in some or all categories outlined in this Agreement, and it shall be the responsibility of the LOCAL GOVERNMENT for any loss of funding.

H. **Construction.** The LOCAL GOVERNMENT shall be solely responsible for Construction. Construction shall be accomplished in accordance with the ACT, the DEPARTMENT's TIA Manual, and all applicable design guidelines and policies of the DEPARTMENT in order to produce a cost effective PROJECT. Failure to follow the TIA Manual and all applicable guidelines and policies will jeopardize the reimbursement of TIA PROCEEDS in some or all categories outlined in this Agreement, and it shall be the responsibility of the LOCAL GOVERNMENT for any loss of funding.

The LOCAL GOVERNMENT shall ensure that all contracts as well as any subcontracts for the construction and implementation of the PROJECTS shall comply with the applicable State legal requirements imposed on the DEPARTMENT and any amendments thereto. The LOCAL GOVERNMENT is required and

does agree to abide by those provisions governing the DEPARTMENT's authority to contract Sections 32-2-60 through 32-2-77 of the Official Code of Georgia Annotated; the DEPARTMENT's Rules and Regulations governing the Prequalification of Prospective Bidders, Chapter 672-5; the DEPARTMENT's *Standard Specifications and Special Provisions*, Current Edition, as amended in the DEPARTMENT's *Supplemental Specifications Book*, current edition; and any Supplemental Specifications and Special Provisions as applicable for the PROJECTS.

The LOCAL GOVERNMENT shall be solely responsible for letting the PROJECT to construction, for the execution of all applicable agreements, and for securing and awarding the construction contract for the PROJECT after the following items have been completed and submitted by the LOCAL GOVERNMENT to the DEPARTMENT:

1. Submittal of acceptable PE activity deliverables for the PROJECT as noted in the TIA Manual; and
2. Providing the necessary certifications as set forth in the TIA Manual.

The work can be performed by the LOCAL GOVERNMENT or can be subcontracted through the appropriate procurement process to a private contractor or government entity as may be appropriate. If the work is performed by a private contractor, the LOCAL GOVERNMENT is responsible for preparing the bid contract documents and letting the work out for bid in accordance with the express limitations as provided in Part 2 of Chapter 4 of Article 3 of Title 32 or any other applicable provisions of State law. Upon opening bids, the LOCAL GOVERNMENT shall award the PROJECTS to the lowest reliable bidder. The LOCAL GOVERNMENT shall provide the above deliverables and certifications and shall follow the requirements of the DEPARTMENT's TIA Manual.

Prior to award of the PROJECT, the LOCAL GOVERNMENT shall submit to the DEPARTMENT a bid tabulation and the LOCAL GOVERNMENT's recommendation for awarding the PROJECT. The DEPARTMENT will review the information focusing on budget proposals and issue a written recommendation to award or reject the bids. If a recommendation to award is given by the DEPARTMENT a written Notice to Proceed with Construction will be issued. No work shall begin until this Notice to Proceed has been issued to the LOCAL GOVERNMENT.

The LOCAL GOVERNMENT will be responsible for performing the construction, inspection, supervision and documentation. At the discretion of the DEPARTMENT, spot inspection and material testing will be performed by the DEPARTMENT when deemed necessary by the DEPARTMENT and pursuant to the TIA Manual.

- I. **RESERVED.**
- J. **RESERVED.**
- K. **Reporting.** During each phase of the PROJECT, on a monthly basis, the LOCAL GOVERNMENT must submit to the DEPARTMENT the Estimated Costs to Complete and the Estimated Costs at Completion.

**ARTICLE II  
REVIEW OF WORK**

Authorized representatives of the DEPARTMENT, GSFIC and the Citizens Review Panel as defined in O.C.G.A. § 48-8-251 may at all reasonable times review and inspect the activities and data collected under the terms of this Agreement and amendments thereto, including but not limited to, all reports, drawings, studies, specifications, estimates, maps, and computations, prepared by or for the LOCAL GOVERNMENT. The DEPARTMENT reserves the right for reviews and acceptance on the part of affected public agencies, railroads and utilities insofar as the interest of each is concerned.

Acceptance shall not relieve the LOCAL GOVERNMENT of its obligation to correct, at its expense, any of its errors in the work. The DEPARTMENT's review recommendations shall be incorporated into the work activities of the LOCAL GOVERNMENT.

The LOCAL GOVERNMENT shall keep accurate records in a manner approved by the DEPARTMENT with regard to the PROJECTS and submit to the DEPARTMENT, upon request, such information and documentation as is required in order to ensure compliance with this Article and the ACT.

**ARTICLE III  
TERM OF AGREEMENT AND TIME OF PERFORMANCE**

A. **Term of Agreement.** This Agreement will commence on the Effective Date as defined above and continue for a period of ten (10) years, unless terminated earlier by either Party in accordance with the termination provisions set forth in Article XI below.

B. **Time of Performance.** TIME IS OF THE ESSENCE IN THIS AGREEMENT. The LOCAL GOVERNMENT shall perform its responsibilities for the PROJECT, commencing upon receipt from the DEPARTMENT of written Notice to Proceed for each Phase as outline in Article I.D above.

C. The work shall be carried on expeditiously, it being understood, however, that this Agreement may be extended or continued in force by mutual consent of the parties and evidenced by a written amendment thereto. If, for any reason, the LOCAL GOVERNMENT does not produce acceptable deliverables in accordance with the approved schedule, the DEPARTMENT reserves the right to take control of the PROJECT and to complete the PROJECTS through its own process.

**ARTICLE IV  
RESPONSIBILITY FOR CLAIMS AND LIABILITY**

The LOCAL GOVERNMENT shall, to the extent permitted by law, be responsible for any and all damages to property or persons and shall indemnify and save harmless the DEPARTMENT, its officers, agents and employees from all suits, claims, actions or damages of any nature whatsoever resulting from the negligence of the LOCAL GOVERNMENT in the performance of the work under this Agreement.

It is understood by the LOCAL GOVERNMENT that claims, damages, losses, and expenses may include monetary claims made by the construction contractor for the PROJECT, and its related facilities, that are a result of the LOCAL GOVERNMENT's negligence or improper representation in the plans.

The LOCAL GOVERNMENT shall ensure that all provisions of this Article are included in all contracts and subcontracts.

These indemnities shall not be limited by reason of any insurance coverage held by the LOCAL GOVERNMENT or the LOCAL GOVERNMENT's contractors or subcontractors as allowed by law.

**ARTICLE V  
INSURANCE**

It is understood that the LOCAL GOVERNMENT (indicate by checking which is applicable):

is self-insured and all claims against LOCAL GOVERNMENT will be handled through \_\_\_\_\_.

OR

shall, prior to beginning work, obtain and furnish to the DEPARTMENT certificates and the endorsement page for the minimum amounts of insurance indicated below.

Prior to beginning work, the LOCAL GOVERNMENT shall cause its engineering firms, contractors and subcontractors to obtain and furnish certificates and the endorsement page to the DEPARTMENT for the minimum amounts of insurance indicated below.

**MINIMUM INSURANCE**

- A. Workers' Compensation Insurance in accordance with the laws of the State of Georgia.
- B. Public Liability Insurance in an amount of not less than one hundred thousand dollars (\$100,000) for injuries, including those resulting in death to any one person, and in an amount of not less than three hundred thousand dollars (\$300,000) on an account of any one occurrence.
- C. Commercial General Liability Insurance of at least \$1,000,000 per occurrence \$3,000,000 aggregate, including Automobile Comprehensive Liability Coverage with bodily injury in the minimum amount of \$1,000,000 combined single limits each occurrence. GDOT shall be named as an additional insured and a copy of the policy endorsement shall be provided with the insurance certificate. Valuable Papers Insurance in an amount sufficient to assure the restoration of any plans, drawings, field notes, or other similar data relating to the work covered by the PROJECT.
- D. Where applicable, professional Liability (Errors and Omissions) Insurance with limits not less than the following:
  - i. For Professionals - \$1,000,000 per claim and \$1,000,000 in aggregate coverage;
  - ii. For Sub-consultant Engineers and Architects - \$1,000,000 per claim and \$1,000,000 in aggregate coverage;
  - iii. For Other Consultants - \$1,000,000 per claim and \$1,000,000 in aggregate coverage.
  - iv. Professional liability insurance that shall be either a practice policy or project-specific coverage. Professional liability insurance shall contain prior acts coverage for services performed for this PROJECT. If project-specific coverage is used, these requirements shall be continued in effect for two years following final completion for the PROJECTS.

The above listed instrument(s) of insurance shall be maintained in full force and effect during the life of the Agreement and until final completion of the PROJECTS.

**ARTICLE VI  
COMPENSATION AND PAYMENT**

**A. 100% TIA Funded Project.**

THE LOCAL GOVERNMENT ACKNOWLEDGES THAT THE PROJECTS ARE 100% FUNDED WITH TIA PROCEEDS COLLECTED PURSUANT TO THE ACT AND THAT THE DEPARTMENT'S PAYMENT OBLIGATIONS RELATED TO THE PROJECTS ARE STRICTLY LIMITED AS SET FORTH HEREIN. THE LOCAL GOVERNMENT FURTHER ACKNOWLEDGES THAT NO ENTITY OF THE STATE OF GEORGIA OTHER THAN THE DEPARTMENT HAS ANY OBLIGATIONS TO THE LOCAL GOVERNMENT RELATED TO THESE PROJECTS.

THE OBLIGATION OF THE DEPARTMENT TO PAY OR REIMBURSE ANY INCURRED COST IS EXPRESSLY LIMITED TO THE AMOUNT OF TIA PROCEEDS REMITTED TO THE DEPARTMENT BY GSFIC AND DESIGNATED BY THE DEPARTMENT FOR THE PROJECTS. THIS AGREEMENT DOES NOT OBLIGATE THE DEPARTMENT TO MAKE ANY PAYMENT TO THE LOCAL GOVERNMENT FROM ANY FUNDS OTHER THAN THOSE MADE AVAILABLE TO THE DEPARTMENT FROM TIA PROCEEDS BY GSFIC AND DESIGNATED BY THE DEPARTMENT FOR THE PROJECTS. IN THE EVENT THE FUNDS MADE AVAILABLE TO THE DEPARTMENT FROM TIA PROCEEDS ARE INSUFFICIENT FOR THE PROJECTS AS DESIGNATED BY THE DEPARTMENT, THE DEPARTMENT'S PAYMENT OBLIGATIONS SHALL NOT EXCEED THE AVAILABILITY OF SUCH TIA PROCEEDS AND THE DEPARTMENT SHALL HAVE THE RIGHT AT ITS SOLE DISCRETION TO TERMINATE THIS AGREEMENT IMMEDIATELY UPON NOTICE TO THE LOCAL GOVERNMENT WITHOUT FURTHER OBLIGATION OF THE DEPARTMENT TO THE EXTENT THAT THE OBLIGATIONS EXCEED THE AVAILABILITY OF SUCH TIA PROCEEDS FOR THE PROJECTS AS DESIGNATED BY THE DEPARTMENT. THE DEPARTMENT'S CERTIFICATION AS TO THE AVAILABILITY OF TIA PROCEEDS AS DESIGNATED BY THE DEPARTMENT FOR THE PROJECTS SHALL BE CONCLUSIVE.

Any payments shall be made to the LOCAL GOVERNMENT after receipt of such TIA PROCEEDS from GSFIC. The parties agree that the provisions of the Georgia Prompt Pay Act, O.C.G.A. § 13-11-1 *et seq.*, do not control and that the LOCAL GOVERNMENT waives any and all rights it may have under said Act.

The LOCAL GOVERNMENT shall ensure that the provisions of this Article are included in all contracts and subcontracts.

To the extent practically possible, the DEPARTMENT will provide notification to the LOCAL GOVERNMENT that this Agreement will be terminated or that the work will be suspended as set forth in Subsection VI.E below, three (3) months prior to the date of the termination or suspension.

**B. Eligible Project Costs.** Any LOCAL GOVERNMENT cost must meet the definition of ELIGIBLE PROJECT COST as set forth in O.C.G.A. § 48-8-242(2) and the Intergovernmental Agreement between GDOT and GSFIC in order to be compensated.

**C. Budget Estimate and Reimbursement.**

It is understood and agreed that the total costs of the PROJECTS is the amount established in the Approved Investment List. This cost or BUDGET ESTIMATE, as shown below, is the maximum amount of TIA PROCEEDS that can be made available for the PROJECTS, contingent upon the provisions set forth herein. The BUDGET ESTIMATE shall include any claims by the LOCAL GOVERNMENT for all costs incurred by the LOCAL GOVERNMENT in the conduct of the entire scope of work for the PROJECTS. The LOCAL GOVERNMENT shall be solely responsible for any and all amounts in excess of the BUDGET ESTIMATE or for amounts not available from TIA PROCEEDS.

The DEPARTMENT agrees to reimburse the LOCAL GOVERNMENT **Not to Exceed the following amounts for each PROJECT** for ELIGIBLE PROJECT COSTS, contingent upon the availability of TIA PROCEEDS as more specifically set forth in Article VI, COMPENSATION AND PAYMENT:

- 1) Twin Lakes Road Paving and Drainage Improvements, SGRC-119, P.I. 0016280: TWO MILLION ONE HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$2,100,000.00)**

Costs eligible for reimbursement are those ELIGIBLE PROJECT COSTS as defined in Article VI, COMPENSATION AND PAYMENT. If the PROJECTS costs are less than the BUDGET ESTIMATE, the LOCAL GOVERNMENT will only be compensated for those incurred ELIGIBLE PROJECT COSTS.

**D. Process For Payment.**

The LOCAL GOVERNMENT shall submit to the DEPARTMENT monthly payment vouchers containing Project Number and PI number for ELIGIBLE PROJECT COSTS. Payment Vouchers will be made monthly on the basis of calendar months. In the event a monthly payment voucher is \$500.00 or less, the LOCAL GOVERNMENT shall forgo the submission of the monthly voucher until such time that the sum of amounts earned less previous partial payments exceeds \$500.00. The DEPARTMENT shall, at the request of the LOCAL GOVERNMENT, review such payment vouchers. If approved, the vouchers shall be certified by the Commissioner of Transportation or the Commissioner's designee and submitted to GSFIC along with the DEPARTMENT'S certification. After reimbursement from GSFIC, payment shall be made to the LOCAL GOVERNMENT, subject to the provisions set forth herein.

Should the work for the PROJECTS begin within any one month, the first voucher shall cover the partial period from the beginning date of the work through the last date of the month in which it began. The vouchers shall be numbered consecutively and subsequent vouchers submitted each month until the work is completed.

Payment will be made in the amount of sums earned less previous partial payments, contingent entirely upon the availability of TIA FUNDS as set forth herein. If an error is found in a previously paid invoice which resulted in overbilling by the LOCAL GOVERNMENT and/or an overpayment to the LOCAL GOVERNMENT, future payments will be made in the amount of sums earned less this error, contingent entirely upon the availability of TIA FUNDS as set forth herein.

The final payment voucher shall reflect the actual cost of work accomplished by the LOCAL GOVERNMENT under the terms of this Agreement, and shall be the basis for final payment. The final payment voucher shall include all ELIGIBLE PROJECT COSTS incurred by the LOCAL GOVERNMENT in all phases. See ARTICLE VII, FINAL PAYMENT for further detail. The final payment voucher for the PROJECTS must contain a certification from the LOCAL GOVERNMENT that all work has been completed in accordance with this Agreement in accordance with the scope as defined in the Approved Investment List, using the form provided by the DEPARTMENT.

Should the work under this Agreement be terminated by the DEPARTMENT, pursuant to the provisions of ARTICLE XI, TERMINATION, or subsection E. herein, the LOCAL GOVERNMENT shall be paid based upon the percentage of work completed at the point of termination, notwithstanding any just claims by the LOCAL GOVERNMENT, and contingent entirely upon the availability of TIA PROCEEDS as set forth herein.

**E. Insufficient TIA FUNDS.**

If the DEPARTMENT determines that there are insufficient TIA PROCEEDS remitted to the Department by GSFIC and designated by the Department for the PROJECTS, the DEPARTMENT may at in its sole discretion:

- 1) Terminate this Agreement immediately (and not pursuant to the provisions of Article XI) upon notice to the LOCAL GOVERNMENT and without further obligation on the part of the DEPARTMENT; or
- 2) Direct the Local Government to stop work under this Agreement. Such stop work suspension shall last for a maximum of ninety (90) days. After this ninety (90) day period, if TIA PROCEEDS as designated by the DEPARTMENT for the PROJECTS are available or are anticipated to be available, the LOCAL GOVERNMENT will have the option to: (1) continue the work under the Agreement; (2) elect to terminate the Agreement pursuant to the termination provisions set forth in Article XI; or (3) agree to a new stop work suspension period as determined by the Department. No delay damages or consequential damages will be recoverable as a result of any stop work suspension period.

**ARTICLE VII**



## **FINAL PAYMENT**

Upon completion of the work by the LOCAL GOVERNMENT and acceptance by the DEPARTMENT of the work, including the receipt of any final written submission by the LOCAL GOVERNMENT and a final statement of costs, the DEPARTMENT shall submit the certified final payment voucher to GSFIC and, after receipt of reimbursement from GSFIC, shall pay to the LOCAL GOVERNMENT a sum equal to one hundred percent (100%) of the total compensation as set forth in all approved invoices, less the total of all previous partial payments, paid or in the process of payment, contingent upon the availability of TIA FUNDS as set forth in ARTICLE VI, COMPENSATION AND PAYMENT.

The LOCAL GOVERNMENT agrees that acceptance of this final payment shall be in full and final settlement of all claims arising against the DEPARTMENT or the State for work done, materials furnished, costs incurred, or otherwise arising out of this Agreement and shall release the DEPARTMENT and the State from any and all further claims of whatever nature, whether known or unknown, for and on account of said Agreement, and for any and all work done, and labor and materials furnished, in connection with the same.

The LOCAL GOVERNMENT will allow examination and verification of costs by the DEPARTMENT and GSFIC's representative(s) before final payment is made, in accordance with the provisions of Article IX, MAINTENANCE OF CONTRACT COST RECORDS, herein. If the DEPARTMENT or any authorized entity's examination of the contract cost records, as provided for in Article IX, results in unallowable expenses, the LOCAL GOVERNMENT shall immediately be responsible for reimbursing the DEPARTMENT the full amount of such disallowed expenses.

## **ARTICLE VIII SUBSTANTIAL CHANGES**

No material changes in the scope, character, complexity, or duration of the PROJECTS from those required under the Agreement or from the general description of the PROJECTS as approved by the DEPARTMENT shall be allowed without the execution of a written Supplemental Agreement between the DEPARTMENT and LOCAL GOVERNMENT.

Minor changes in the work which do not involve increased compensation, extensions of time, or changes in the goals and objectives of the PROJECTS, may be made by written notification of such change by either party with written approval by the other party.

## **ARTICLE IX MAINTENANCE OF CONTRACT COST RECORDS**

The LOCAL GOVERNMENT shall maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred on the PROJECTS and used in support of its proposal and shall make such material available at all reasonable times during the period of the Agreement, and for seven years from the date of final payment under the Agreement, for inspection by the DEPARTMENT, any authorized entity, any reviewing agencies, and the Citizen Review Panel as referenced in the ACT; and copies thereof shall be furnished upon request. The LOCAL GOVERNMENT agrees that the provisions of this Article shall be included in any Agreement it may make with any engineering firm, contractor, subcontractor, assignee, or transferee. The LOCAL GOVERNMENT shall provide any and all information and/or documentation requested by GDOT or GSFIC, when either state agency is complying with the requirements of O.C.G.A. § 48-8-249(d).

**ARTICLE X  
SUBLETTING, ASSIGNMENT, OR TRANSFER**

The work of the LOCAL GOVERNMENT is considered personal by the DEPARTMENT. The LOCAL GOVERNMENT agrees not to assign, sublet, or transfer any or all of its interest in this Agreement without prior written approval of the DEPARTMENT.

The DEPARTMENT reserves the right to review all contracts and subcontracts prepared in connection with the Agreement and maintained by the LOCAL GOVERNMENT, and the LOCAL GOVERNMENT agrees that upon request it shall submit to the DEPARTMENT proposed contract and subcontract documents together with contractor and subcontractor cost estimates in its possession for the DEPARTMENT's review and written concurrence in advance of their execution.

**ARTICLE XI  
TERMINATION**

The DEPARTMENT reserves the right to terminate this Agreement at any time for just cause, or for any cause, or for no cause upon sixty (60) days written notice to the LOCAL GOVERNMENT, notwithstanding any just claims by the LOCAL GOVERNMENT for payment of services rendered prior to the date of termination. Subject to the availability of TIA PROCEEDS designated by the Department for the PROJECTS, the provisions of ARTICLE VI COMPENSATION AND PAYMENT and the Department's Prioritization and Order of Payments policy, the Department will make all efforts to pay the LOCAL GOVERNMENT for services rendered prior to the date of termination.

Subject to the provisions of ARTICLE VI, COMPENSATION AND PAYMENTS, it is understood by the parties hereto that should the DEPARTMENT terminate this Agreement prior to the completion of a PROJECT or PROJECT Element the LOCAL GOVERNMENT shall be reimbursed for such PROJECT or PROJECT Element contingent upon the availability of TIA PROCEEDS as set forth in ARTICLE VI, COMPENSATION AND PAYMENT.

Failure to meet the time set for completion of an approved work authorization may be considered just cause for termination of the Agreement.

**ARTICLE XII  
MAINTENANCE AND OPERATIONS OF PROJECTS**

In accordance with the provisions of O.C.G.A. § 32-2-2(a)(1), the DEPARTMENT shall plan, designate, improve, manage, control, construct, and maintain a state highway system and shall have control of and responsibility for all construction, maintenance, or any other work upon the state highway system and all other work which may be designated to be done by the DEPARTMENT by this title or any other law. However, on those portions of the state highway system lying within the corporate limits of any municipality, the DEPARTMENT shall be required to provide only substantial maintenance activities and operations, including but not limited to reconstruction and major resurfacing, reconstruction of bridges, erection and maintenance of official department signs, painting of striping and pavement delineators, furnishing of guardrails and bridge rails, and other major maintenance activities.

It shall be the duty of the DEPARTMENT to maintain, or cause to be maintained, any PROJECTS constructed as part of a Federal-aid system. For those PROJECTS that are not part of the Federal-aid system, the maintenance responsibility will reside with the LOCAL GOVERNMENT, the county or municipality in which the PROJECTS are located.

Notwithstanding the foregoing, the DEPARTMENT is responsible for inspection of bridges in Georgia, both on and off the State Highway System. The LOCAL GOVERNMENT will be notified by the DEPARTMENT of all deficient bridges under their jurisdiction. It is the responsibility of the LOCAL GOVERNMENT to post load limits signs or close bridges based on the DEPARTMENT bridge inspection reports and the deficient bridge list.

Any maintenance activities that are the responsibility of the LOCAL GOVERNMENT pursuant to O.C.G.A. § 32-2-2(a)(1), as set forth herein, or made the subject of other agreements with the DEPARTMENT shall not be reimbursed from TIA FUNDS except as stated herein for Transit projects.

The DEPARTMENT reserves the right to conduct periodic site inspections for the purpose of confirming proper operation and maintenance of the PROJECTS. The LOCAL GOVERNMENT shall be responsible for the continual maintenance, operation and replacement of all lighting systems installed for the PROJECTS.

Furthermore, if the PROJECTS pertain to or includes a roundabout, the LOCAL GOVERNMENT shall also be responsible for the maintenance and operation of all lighting and the maintenance of all landscaping installed as part of any roundabout construction and shall not be reimbursed from TIA FUNDS.

### **ARTICLE XIII OWNERSHIP OF DOCUMENTS**

The LOCAL GOVERNMENT agrees that all reports, drawings, studies, specifications, survey notes, estimates, maps, computations, computer discs and printouts and other data prepared by, of, or for it under the terms of this Agreement shall remain the property of the LOCAL GOVERNMENT upon termination or completion of the work if the work is on a local roadway. The DEPARTMENT shall have the right to use the same without restriction or limitation and without additional compensation to the LOCAL GOVERNMENT other than that provided for in this Agreement.

If the PROJECTS are on the state route system, the LOCAL GOVERNMENT agrees that all of the foregoing information shall be provided to the DEPARTMENT and is the sole property of the DEPARTMENT.

### **ARTICLE XIV PUBLICATION AND PUBLICITY**

Articles, papers, bulletins, data, studies, statistics, interim or final reports, oral transmittals or any other materials reporting the plans, progress, analyses, results, or findings of work conducted under this Agreement regarding the TIA Program shall not be presented publicly or published without prior written approval by the DEPARTMENT.

All releases of information, findings, and recommendations regarding the TIA Program shall include a disclaimer provision and that all published reports shall include that disclaimer on the cover and title page in the following form:

"The contents in this publication reflect the views of the author(s), who is (are) responsible for the facts and accuracy of the data presented herein. The opinions, findings, and conclusions in this publication are those of the author(s) and do not necessarily reflect the official views or policies of those of the Department of Transportation, State of Georgia. This publication does not constitute a standard, specification or regulation."

If any information concerning the TIA Program, its conduct, results or data gathered or processed should be released by the LOCAL GOVERNMENT without prior approval from the DEPARTMENT, the release of same may constitute grounds for termination of this Agreement without indemnity to the LOCAL GOVERNMENT; but should any such information be released by the DEPARTMENT, or by the LOCAL GOVERNMENT with such prior written approval, the same shall be regarded as public information and no longer subject to the restrictions of this Agreement.

Provided, however, that should the release of such information be required under the Georgia Open Records Act, O.C.G.A. Section 50-18-70, *et.seq.*, the restrictions and penalties set forth herein shall not apply. Any request for information directed to the LOCAL GOVERNMENT, pursuant to the Georgia Open Records Act, for documents that are either received or maintained by the LOCAL GOVERNMENT in the performance of a service or function for or on behalf of the DEPARTMENT shall be released pursuant to provisions of the Open Records Act. Further, the LOCAL GOVERNMENT agrees to consult with the DEPARTMENT prior to releasing the requested documents.

**ARTICLE XV  
DBE, SMALL BUSINESS AND VETERAN OWNED BUSINESS**

A. On May 17, 2012, the DEPARTMENT, acting by and through its Board, passed a resolution in which it:

- 1) reaffirmed its commitment to Title VI of the 1964 Civil Rights Act of nondiscrimination in the delivery and management of TIA funded projects; and
- 2) encouraged the use of Disadvantaged Business Enterprises (including minority and woman owned businesses), small businesses, and veteran owned businesses in any project that is funded in whole or in part by TIA funds, and encouraged wherever practical and feasible, the local government or governments that manage TIA funded projects to include the same in its delivery and management of a project.

B. Reference to this resolution shall be included in all contracts entered in by the LOCAL GOVERNMENT related to these PROJECTS.

C. While there is no DBE, small businesses or veteran owned businesses Goal required, the LOCAL GOVERNMENT is required to provide the following information monthly to the DEPARTMENT regarding whether it utilized any DBE (as defined in forth in 49 CFR Part 26), small business (as defined in 13 CFR Part 121) or veteran owned, along with the following information:

- 1) The names and addresses of DBE firms, small businesses or veteran owned businesses committed to participate in the Contract;
- 2) A description of the work each DBE firm, small business or veteran owned business will perform; and
- 3) The dollar amount of the participation of each DBE firm, small business or veteran owned business participating.

**ARTICLE XVI**

The Parties acknowledge that the documents listed below are hereby incorporated into and made a part of this Agreement as though expressly written herein:

- A. TIA Manual; and
- B. Department's "TIA Invoice Process", as may be amended from time to time; and
- C. Intergovernmental Agreement between the Georgia Department of Transportation and the Georgia State Financing and Investment Commission with an Effective Date of January 1, 2013, as amended by Supplemental Agreement No.1 dated October 23, 2013, and Supplemental Agreement No. 2 dated September 13, 2018.

**ARTICLE XVII**

A. ASSIGNMENT. Except as herein provided, the Parties hereto will not transfer or assign all or any of their rights, titles or interests hereunder or delegate any of their duties or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld.

B. NON WAIVER. No failure of either Party to exercise any right or power given to such Party under this Agreement, or to insist upon strict compliance by the other Party with the provisions of this Agreement, and no custom or practice of either Party at variance with the terms and conditions of this Agreement, will constitute a waiver of either Party's right to demand exact and strict compliance by the other Party with the terms and conditions of this Agreement.

C. CONTINUITY. Each of the provisions of this Agreement will be binding upon and inure to the benefit and detriment of GDOT and the LOCAL GOVERNMENT and the successors and assigns of GDOT and the LOCAL GOVERNMENT.

D. TIME OF THE ESSENCE. All time limits stated herein are of the essence of this Agreement.

E. PREAMBLE, RECITALS AND EXHIBITS. The Preamble, Recitals and Exhibits hereto are a part of this Agreement and are incorporated herein by reference.

F. SEVERABILITY. If any one or more of the provisions contained herein are for any reason held by any court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provision hereof, and this Agreement will be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

G. CAPTIONS. The brief headings or titles preceding each provision hereof are for purposes of identification and convenience only and should be completely disregarded in construing this Agreement.

H. GEORGIA AGREEMENT. This Agreement will be governed, construed under, performed and enforced in accordance with the laws of the State of Georgia. Any dispute arising from this contractual relationship shall be governed by the laws of the State of Georgia, and shall be decided solely and exclusively by the Superior Court of Fulton County, Georgia. LOCAL GOVERNMENT hereby consents to personal jurisdiction and venue in said court and waives any claim of inconvenient forum.

I. COUNTERPARTS. This Agreement is executed in three (3) counterparts which are separately numbered but each of which is deemed an original of equal dignity with the other and which is deemed one and the same instrument as the other.

J. INTERPRETATION. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one Party by reason of the rule of construction that a document is to be construed more strictly against the Party who itself or through its agent prepared the same, it being agreed that the agents of all Parties have participated in the preparation hereof.

K. EXECUTION. Each of the individuals executing this Agreement represents that they are authorized to execute this Agreement on behalf of their respective entities. This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF, or other email transmission), which signature shall be binding on the party whose name is contained therein. Any party providing an electronic signature agrees to promptly execute and deliver to the other parties an original signed Agreement upon request.

L. NO THIRD PARTY BENEFICIARIES. Nothing contained herein shall be construed as conferring upon or giving to any person, other than the Parties hereto, any rights or benefits under or by reason of this Agreement.

M. ENTIRE AGREEMENT. This Agreement supersedes all prior negotiations, discussion, statements and agreements between the Parties and constitutes the full, complete and entire agreement between the Parties with respect hereto; no member, officer, employee or agent of either Party has authority to make, or has made, any statement, agreement, representation or contemporaneous agreement, oral or written, in connection herewith, amending, supplementing, modifying, adding to, deleting from, or changing the terms and conditions of this Agreement. No modification of or amendment to this Agreement will be binding on either Party hereto unless such modification or amendment will be properly authorized, in writing, properly signed by both Parties and incorporated in and by reference made a part hereof.

#### **ARTICLE XVIII COMPLIANCE WITH APPLICABLE LAWS**

A. The undersigned, on behalf of the LOCAL GOVERNMENT, certify that the provisions of Section 45-10-20 through 45-10-28 of the Official Code of Georgia Annotated relating to Conflict of Interest and State employees and officials trading with the State have been complied with in full.

B. The LOCAL GOVERNMENT has read and understands the regulations for STATE AUDIT REQUIREMENT as stated in Appendix B of this Agreement and will comply in full with said provisions of O.C.G.A. § 36-81-7.

C. By execution of this Agreement, I, on behalf of the LOCAL GOVERNMENT, certify under penalty of law that the LOCAL GOVERNMENT is in compliance with the service delivery strategy law (O.C.G.A. Sec. 36-701 et seq.) and is not debarred from receiving financial assistance from the State of Georgia, as stated in Appendix B.

D. The LOCAL GOVERNMENT hereby agrees that it shall comply, and shall require its subcontractors to, comply with all applicable requirements of the American with Disabilities Act of 1990 (ADA), 42 U.S.C. 12101, *et seq.* and 49 U.S.C. 322; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 791; and regulations and amendments thereto.

E. The LOCAL GOVERNMENT hereby agrees that it shall, and shall require its contractors and subcontractors to, comply with GA Code Title 25, Section 9, Georgia Utility Facility Protection Act, CALL BEFORE YOU DIG 1-800-282-7411.

F. Pursuant to O.C.G.A. § 13-10-91, the LOCAL GOVERNMENT and all contractors and subcontractors performing work under this Agreement are, and shall be at all times, in compliance with the Federal Work Authorization Program. Prime contractors and subcontractors may participate in any of the electronic verification work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United State Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 ("IRCA"), Appendix C.

G. LOCAL GOVERNMENT acknowledges and agrees that failure to complete appropriate certifications or the submission of a false certification shall result in the termination of this Agreement pursuant to the provisions of Article XI.

H. The undersigned, on behalf of the LOCAL GOVERNMENT, certifies that it shall comply with the provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-Free Workplace Act", in full; and a drug-free workplace will be provided for the Local Government's employees during the performance of the Agreement.

1) Each subcontractor hired by the LOCAL GOVERNMENT shall be required to ensure that the subcontractor's employees are provided a drug-free workplace. The LOCAL GOVERNMENT shall secure from that subcontractor the following written certification: "As part of the subcontracting contract with \_\_\_\_\_, \_\_\_\_\_ certifies that a drug-free workplace will be provided for the subcontractor's employees during the performance of this Agreement pursuant to paragraph (7) of subsection (b) of the Official Code of Georgia Annotated Section 50-24-3".

2) Through execution of this Agreement, the LOCAL GOVERNMENT certifies that it will not engage in unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Agreement.

The covenants herein contained shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

IN WITNESS WHEREOF, the parties have hereunto set their hands and affixed their seals the day and date herein above written.

GEORGIA DEPARTMENT OF  
TRANSPORTATION

LOWNDES COUNTY, GEORGIA

\_\_\_\_\_  
Commissioner (Seal)

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Printed Name/Title

ATTEST:

\_\_\_\_\_  
Treasurer

ATTEST:

I attest to the genuineness of the Seal, and I further attest that the above named officer is duly authorized to execute this document.

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Printed Name/Title

\_\_\_\_\_  
Federal Employer Identification Number

**EXHIBITS**

**Exhibit A**

**Work Schedule**

**Exhibit B**

**Scope and Procedure**



**EXHIBIT A**  
**WORK SCHEDULE**

**1) Twin Lakes Road Paving and Drainage Improvements, SGRC-119, P.I. 0016280**

The LOCAL GOVERNMENT shall provide the DEPARTMENT with a detailed project schedule that reflects milestones, deliverables with durations for all pertinent activities to develop critical path elements. An electronic project schedule shall be submitted to the DEPARTMENT after execution of this Agreement

The DEPARTMENT may request additional or updated information and documentation regarding the WORK SCHEDULE from the LOCAL GOVERNMENT at any time.

If applicable, this must include the yearly operations plan for a transit project, to be updated annually by the LOCAL GOVERNMENT.

**EXHIBIT B**

**SCOPE AND PROCEDURE**

- 1) Construction, operation and maintenance of Twin Lakes Road Paving and Drainage Improvements, SGRC-119, P.I. 0016280

## **APPENDICES**

Appendix A	Local Project Delivery Application
Appendix B	Certificate of Compliances
Appendix C	Georgia Security and Immigration Compliance Act Affidavit
Appendix D	Local Government Resolution

**APPENDIX A**

**LOCAL PROJECT DELIVERY APPLICATION  
for the following Projects:**

- 1) Twin Lakes Road Paving and Drainage Improvements, SGRC-119, P.I. 0016280**



Russell R. McMurry, P.E., Commissioner  
One Georgia Center  
600 West Peachtree NW  
Atlanta, GA 30308  
(404) 631-1990 Main Office

October 31, 2022

Mr. Michael Fletcher, County Engineer  
Lowndes County  
327 North Ashley Street  
Valdosta, GA 31601

**SUBJECT: PI# 0016280, Twin Lakes Road Paving and Drainage Improvements  
Local Delivery Approval**

Mr. Fletcher:

The Department has reviewed the TIA Local Government Application for project delivery submitted for the above referenced project. The Local Delivery Application has been approved for the following phases:

- Preliminary Engineering (PE)
- Right of Way (ROW)
- Utilities (UTL)
- Construction (CST)

A Local Agreement between the Georgia Department of Transportation and Lowndes County is required to be executed prior to beginning work. A written Notice to Proceed from the Department, or its Agent, is also required prior to beginning work on any project phase.

Should you have any questions, or need additional information, please contact Brent Moseley at 912-530-4391 or by email at [bmoseley@dot.ga.gov](mailto:bmoseley@dot.ga.gov).

Sincerely,

A handwritten signature in black ink that reads 'Brent Moseley' followed by 'FOR:' in a smaller font.

Kenneth Franks,  
State TIA Administrator

KKF:BAM

Cc: Dan Bodycomb, TIA Program Manager  
Joe Gillis, TIA Pre-Construction Manager  
Bobby Adams, TIA Procurement Manager  
Project File



**Transportation Investment Act (TIA) Local Project Delivery Application**

Section I – Local Government Applicant Information		
<b>Applicant</b> Lowndes County		<b>Main Contact</b> Michael Fletcher, P.E.
<b>Contact Title</b> County Engineer		<b>Phone Number</b> 229-671-2424
<b>Contact Address</b> 327 N Ashley Street		
<b>Address Line 2</b> 2nd Floor Engineering Department		
<b>City</b> Valdosta	<b>State</b> GA	<b>Zip Code</b> 31601

Section II – Project Information			
<b>County</b> Lowndes	<b>City</b> N/A	<b>Congressional District</b> 8	<b>GDOT District</b> 4
<b>Regional Commission</b> Southern Georgia		<b>MPO Region (if applicable)</b>	
<b>Regional Commission ID Number/ PI Number/ and Project Name</b> SGRC-119 / PI 0016280 / Twin Lakes Road Paving and Drainage Improvements			
<input type="checkbox"/> Local Government is LAP Certified			

Please check all phases of delivery in which the Local Government desires to have responsibility (PE, ROW, UTL, CST)

- Preliminary Engineering (PE)
- Right of Way (ROW)
- Utilities (UTL)
- Construction (CST)

### Section III--Attachments

Provide as attachments, the following information:

1. The Local Government's plan for delivering the selected phase(s) of the Project. Include in this plan the following information:
  - a. Type of resources necessary (internal/external, breakdown by each phase, types, and anticipated costs)
  - b. Type of contracting mechanism
  - c. Local Government's plan to contract and fund selected phase(s) until TIA revenues are available for reimbursement; and
  - d. If Project is on the State Route system.
2. Previous experience with Project or Program Delivery. List no more than 4 and no less than 2 projects of similar scope and cost. Provide dates of initializing PE, right of way acquisition, letting and completing construction for each. Provide the percentage breakdown of Local Government's project management and program management costs for each project. Provide original estimated cost and final completed cost by phase.
3. Procedures currently in place or that will be in place for managing Project quality, scope, schedule, and budget.
4. Procedures in place or that will be in place for regular reporting to GDOT of Project scope, schedule, and budgets.
5. The Local Government's expense eligibility guidelines for delivering local transportation projects; or procedures in place for contract payment validation.
6. The MPO recommendation (if within MPO).
7. The Local Government's conflict of interest policy.

Complete the information below, add the appropriate attachments and submit to:

Kenneth Franks, State TIA Administrator  
Georgia Department of Transportation  
600 West Peachtree Street, NW  
Atlanta, Georgia 30308

I, Bill Slaughter (Name), the Chairman

(Title), on behalf of Lowndes County Board of Commissioners, who being duly sworn do swear that the

information given herein is true to the best of his/her knowledge and belief.

LOCAL GOVERNMENT:

[Signature] (Signature)

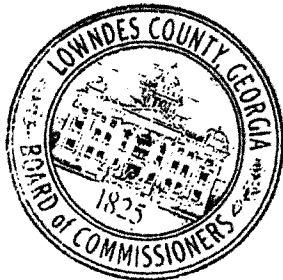
Sworn to and subscribed before me,

Chairman (Title)

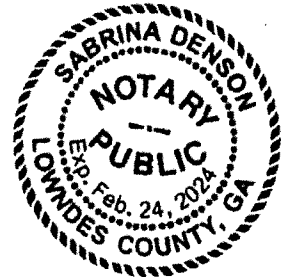
This 25<sup>th</sup> day of October, 2022.  
In the presence of:

October 25, 2022 (Date)

SEAL:



NOTARY PUBLIC



Sabrina Denson  
My Commission Expires: 2/24/2024



## **16280 – Twin Lakes Road Paving and Drainage Improvements**

- 1a. County Engineering Staff to oversee project  
Consultant Design Engineer for development of construction plans  
Consultant will handle R/W acquisition along with Lowndes County Staff  
Utility Owner/Contractor will relocate utilities  
Construction Management by County Staff  
Anticipated Cost: \$2,000,000
- 1b. Lowndes County Procurement Policy
- 1c. Lowndes County Contract  
Funding from TIA 25% Discretionary and Local SPLOST Funds
- 1d. No – Lowndes County Road
  
- 2a. Old US 41 Widening Phase 1  
County Staff provided 100% oversight  
Begin PE Sept 2014  
Let January 2015  
Award February 2015  
Construction Start May 2015  
Completion August 2015  
Project Estimate \$1,000,000  
Contact Amount \$990,500
- 2b. Coppage Road Paving Project  
County Staff provided 100% oversight  
Begin PE June 2014  
Let April 2015  
Award June 2015  
Construction Start July 2015  
Completion April 2016  
Project Estimate \$1,600,000  
Contact Amount \$1,493,274

- 2c. Zipperer Road Paving Project  
County Staff provided 100% oversight  
Begin PE June 2014  
Let September 2015  
Award October 2015  
Construction Start December 2015  
Completion June 2016  
Project Estimate \$1,250,000  
Contact Amount \$1,154,541
3. Lowndes County Staff will have dedicated staff to manage and monitor the project on a daily basis.
4. Lowndes County Staff will have staff dedicated to provide regular reports to the GDOT office.
5. Lowndes County Engineering Staff will follow the Lowndes County Procurement Policy.
6. MPO Approval
7. Lowndes County has no conflict of interest regarding this project.

**APPENDIX B**

**CERTIFICATION OF COMPLIANCES**

I hereby certify that I am a principle and duly authorized representative of Lowndes County, Georgia, whose address is 327 N Ashley Street, Valdosta, GA 31601, and it is also certified that:

**I. PROCUREMENT REQUIREMENTS**

The below listed provisions of State Procurement requirements shall be complied with throughout the contract period:

- (a) Provisions of Section Chapters 2 and Chapters 4 of the Title 32 of the Official Code of Georgia Annotated. Specifically as to the County the provisions of O.C.G.A. § 32-4-40 *et seq.* and as to the Municipality the provisions of O.C.G.A. § 32-4-92 *et seq.*

**II. STATE AUDIT REQUIREMENT**

The provisions of Section 36-81-7 of the Official Code of Georgia Annotated, relating to the "Requirement of Audits" shall be complied with throughout the contract period in full, including but not limited to the following provisions:

- (a) Each unit of local government having a population in excess of 1,500 persons or expenditures of \$ 550,000.00 or more shall provide for and cause to be made an annual audit of the financial affairs and transactions of all funds and activities of the local government for each fiscal year of the local government.
- (b) The governing authority of each local unit of government not included above shall provide for and cause to be made the audit required not less often than once every two fiscal years.
- (c) The governing authority of each local unit of government having expenditures of less than \$ 550,000.00 in that government's most recently ended fiscal year may elect to provide for and cause to be made, in lieu of the biennial audit, an annual report of agreed upon procedures for that fiscal year.
- (d) A copy of the report and any comments made by the state auditor shall be maintained as a public record for public inspection during the regular working hours at the principal office of the local government. Those units of local government not having a principal office shall provide a notification to the public as to the location of and times during which the public may inspect the report.
- (e) The audits of each local government shall be conducted in accordance with generally accepted government auditing standards.

**III. SERVICE DELIVERY STRATEGY REQUIREMENT**

The provisions of Section 36-70-20 *et seq.* of the Official Code of Georgia, relating to the "Coordinated And Comprehensive Planning And Service Delivery By Counties And Municipalities", as amended, has been complied with throughout the contract period.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

APPENDIX C

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Name of Contracting Entity: Lowndes County

Contract No. and Name: IG TIA2300996
TRANSPORTATION INVESTMENT ACT OF 2010 PROJECT AGREEMENT

By executing this affidavit, the undersigned person or entity verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or entity which is contracting with the Georgia Department of Transportation has registered with, is authorized to participate in, and is participating in 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.

The undersigned person or entity further agrees that it will continue to use the federal work authorization program throughout the contract period, and it will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the undersigned with the information required by O.C.G.A. § 13-10-91(b).

The undersigned person or entity further agrees to maintain records of such compliance and provide a copy of each such verification to the Georgia Department of Transportation within five (5) business days after any subcontractor is retained to perform such service.

E-Verify / Company Identification Number

Signature of Authorized Officer or Agent

Date of Authorization

Printed Name of Authorized Officer or Agent

Title of Authorized Officer or Agent

Date

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

DAY OF , 20

[NOTARY SEAL]

Notary Public

My Commission Expires:

**APPENDIX D**

**LOCAL GOVERNMENT RESOLUTION  
for the following Projects:**

- 1) Twin Lakes Road Paving and Drainage Improvements, SGRC-119, P.I. 0016280**

STATE OF GEORGIA

LOWNDES COUNTY

BE IT RESOLVED by the Commission Chairman and Board of Commissioners of Lowndes County, and it is hereby resolved, that the foregoing attached Agreement, relative to the aforementioned projects and that Bill Slaughter as Commission Chairman and Belinda Lovern, as Clerk, be and they are, thereby authorized and directed to execute the same for and in behalf of said by the Commission Chairman and Board of Commissioners of Lowndes County.

Passed and adopted this the 13<sup>th</sup> day of December, 2022.

ATTEST:

\_\_\_\_\_  
COUNTY CLERK

BY: \_\_\_\_\_  
CHAIRMAN

STATE OF GEORGIA,

LOWNDES COUNTY

I, Belinda Lovern, as County Clerk, do hereby certify that I am custodian of the books and records of the same, and that the above and foregoing copy of the original is now on file in my office, and was passed by the Commission Chairman and Board of Commissioners of Lowndes County.

WITNESS my hand and official signature, this the 13<sup>th</sup> day of December, 2022.

BY: \_\_\_\_\_  
COUNTY CLERK

LOWNDES COUNTY BOARD OF COMMISSIONERS  
COMMISSION AGENDA ITEM

SUBJECT: 2023 Georgia Department of Transportation Local Maintenance and Improvement Grant (LMIG) Application

DATE OF MEETING: December 13, 2022

Work Session/Regular Session

BUDGET IMPACT: N/A

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: 2023 LMIG Application

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HISTORY, FACTS AND ISSUES: As a part of the Georgia Department of Transportation Local Maintenance and Improvement Grant Program, Lowndes County has been allocated \$1,235,000.00 for FY 2023. As a part of this grant program, Lowndes County will be responsible for a minimum 10% match in local funding. The grant money will be used for resurfacing the following roads:

- East Good Hope Circle - 1 Mile
- West Good Hope Circle - 0.26 Miles
- Meadow Woods Subdivision:
  - Springfield Drive - 0.29 Miles
  - Laurelwood North - 0.05
  - Laurelwood South - 0.13
  - Springbrook Drive - 0.28
  - Eastridge Drive - 0.21
  - Meadowood Circle - 0.07
- Upper New Bethel Road - 1.50 Miles
- McMillan Road - 3.30 Miles

OPTIONS: 1. Approve the Chairman to sign the application.  
2. Redirect.

RECOMMENDED ACTION: Approve  
Option 1

DEPARTMENT: Engineering

DEPARTMENT HEAD: Chad McLeod

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

*Lowndes County  
Board of Commissioners*

*Bill Slaughter, Chairman*



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

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

December 13, 2022

Mr. Shannon Bradford  
Georgia DOT  
710 W 2<sup>nd</sup> Street  
Tifton, GA 31794

Re: LMIG 2023

Mr. Bradford,

Attached is the completed Georgia Department of Transportation Local Maintenance & Improvement Grant (LMIG) Application for Fiscal Year 2023. Also attached is the 2023 LMIG Project Report for Lowndes County. As an update to the Fiscal Year 2022 LMIG Grant, Lowndes County has completed all of the resurfacing projects under the 2022 LMIG Grant. If you have any question regarding the 2023 Application and Project list or the 2022 update, please feel free to contact me.

Respectfully Submitted,

Bill Slaughter  
Chairman

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



**2023 LMIG PROPOSED RESURFACING**

<b>Road Name</b>	<b>Beginning</b>	<b>Ending</b>	<b>Length (Miles)</b>	<b>Description of Work</b>	<b>Project Cost</b>
Good Hope Circle	Good Hope Road	Dead End	1.76	Resurfacing	\$350,000
Meadow Woods Subdivision	Old US 41 N	Clyattstone Road	1.03	Resurfacing	\$200,000
New Bethel Road	Bemiss Road	Lanier County Line	1.5	Resurfacing	\$300,000
McMillan Road	Skipper Bridge Rd	Val Del Road	3.3	Resurfacing	\$660,000

GEORGIA DEPARTMENT OF TRANSPORTATION LOCAL MAINTENANCE & IMPROVEMENT  
GRANT (LMIG) APPLICATION FOR FISCAL YEAR 2023  
TYPE OR PRINT LEGIBLY. ALL SECTIONS MUST BE COMPLETED.

LOCAL GOVERNMENT AFFIDAVIT AND CERTIFICATION

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

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

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

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

Local Government:

46621

E-Verify Number

\_\_\_\_\_  
(Signature)

Sworn to and subscribed before me,

Bill Slaughter (Print)

This \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

Mayor / Commission Chairperson

In the presence of:

December 13, 2022 (Date)

NOTARY PUBLIC

LOCAL GOVERNMENT SEAL:

\_\_\_\_\_  
My Commission Expires:

NOTARY PUBLIC SEAL:

**FY 2022**

**LOCAL MAINTENANCE & IMPROVEMENT GRANT Program (LMIG)**

**STATEMENT OF FINAL PROJECT EXPENDITURES**

DATE: December 13, 2022

COUNTY: Lowndes

CITY: Unincorporated

PI#: S015245

Submitted By: Michael B. Fletcher, P.E. County Engineer

LMIG EXPENDITURES: \$ 1,211,881.49

\*10% or 30% MATCH: \$ 121,188.15

TOTAL LOCAL GOVERNMENT EXPENDITURES: \$ 389,193.24

TOTAL PROJECT EXPENDITURES: \$ 1,601,074.73

By signature below, I hereby certify that the above expenditures are for the work completed on the attached final Project List for the FY 2022 LMIG Program.

Authorized Local Government Official: 

Construction Field Audit Performed (For GDOT use only):  Yes  No (Circle One)

APPROVED: \_\_\_\_\_  
(DISTRICT ENGINEER)

\*Note: Required local match will be based on (10% or 30%) of the LMIG Allocation.

LOWNDES COUNTY BOARD OF COMMISSIONERS  
COMMISSION AGENDA ITEM

SUBJECT: Consideration of TSPLOST II Resolution

DATE OF MEETING: December 13, 2022

Work Session/Regular Session

BUDGET IMPACT: N/A

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: TIA II Resolution

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HISTORY, FACTS AND ISSUES: According to House Bill 170, counties within a Regional Commission District have the option to institute a Regional T-SPLOST. The Georgia Department of Transportation is requesting action to be taken either in favor of or opposed to a Regional T-SPLOST. If ten (10) of the eighteen (18) regional counties fail to get support for a Regional T-SPLOST, then individual counties can initiate an independent T-SPLOST for their own county.

OPTIONS: 1. Approve and authorize the Chairman to sign the Resolution.  
2. Redirect.

RECOMMENDED ACTION: Approve  
Option 1

DEPARTMENT: Engineering

DEPARTMENT HEAD: Chad McLeod

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

**A RESOLUTION**

**WHEREAS**, the Transportation Investment Act of 2010 (specifically O.C.G.A. § 48-8-240 et al.) established the ability of each service delivery region in Georgia to levy a sales tax of one cent for the purposes of funding transportation infrastructure improvements; and

**WHEREAS**, the Southern Georgia region consisting of Atkinson, Bacon, Ben Hill, Berrien, Brantley, Brooks, Charlton, Clinch, Coffee, Cook, Echols, Irwin, Lanier, Lowndes, Pierce, Tift, Turner, and Ware counties implemented the requirements of the Transportation Investment Act of 2010 and its voters considered and approved a sales tax referendum in 2018 pursuant to O.C.G.A. § 48-8-240 et. al; and

**WHEREAS**, O.C.G.A. § 48-8-24S(c)(2) specifically authorizes, that "[u]pon the adoption of resolutions by the governing bodies of a majority of the counties within a special district in which a tax authorized by this article is in effect, an election may be held for the reimposition of the tax while the tax is in effect. Proceedings for the development of an investment list and for the reimposition of a tax shall be in the same manner as provided for in Code Sections 48-8-241 and 48-8-243"; and

**WHEREAS**, all of the procedural requirements of the Transportation Investment Act of 2010 remain in effect regarding the creation of investment criteria, the establishment of the Regional Roundtable and Executive Committee, the development of a draft investment list, and public participation among other items.

**NOW THEREFORE, BE IT RESOLVED**, that the \_\_\_\_\_ County Board of Commissioners desires to initiate the process outlined in the Transportation Investment Act of 2010 for the voters of the Southern Georgia region to consider continued imposition of a one cent sales tax for the purposes of funding transportation infrastructure improvements in the region; and

**BE IT FURTHER RESOLVED** that a copy of this resolution shall be transmitted to the Director of Planning of the Georgia Department of Transportation, the Southern Georgia Regional Commission as well as the Boards of Commission of the counties of the Southern Georgia region.

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2022 by the Board of Commissioners of \_\_\_\_\_ County.

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
County Clerk/Witness

LOWNDES COUNTY BOARD OF COMMISSIONERS  
COMMISSION AGENDA ITEM

SUBJECT: Carter Way and Pond Circle Private Road Advisement

DATE OF MEETING: December 13, 2022

Work Session/Regular Session

BUDGET IMPACT: N/A

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: Carter Way And Pond Circle Private Road Advisement

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HISTORY, FACTS AND ISSUES: Carter Way and Pond Circle are currently private dirt roads. Staff has received signed petitions from owners of adjoining properties that Carter Way and Pond Circle become county roads. The Resolution regarding Dedications of Private Roads to become County Roads states that:

- A. The County Manager will advise the Board of Commissioners of a proposed dedication of a private road to Lowndes County by owners of properties adjoining the private road.
- B. The Board of Commissioners will provide the County Manager with direction regarding the process to be employed under the circumstances regarding the proposed dedication preliminary to the Board of Commissioners determining whether to accept the decision.

Assuming the Board decides to proceed, the next step would be to direct the County Manager to prepare and seek a quit claim deed from the owner of each adjoining property dedicating the owner's interest in the right of way to the County. This may warrant preparing a plat of the right of way and adjoining properties.

- OPTIONS:
- 1. Direct the County Manager to prepare and seek a quit claim deed from the owner of each adjoining property dedicating the owner's interest in the right of way to the County.
  - 2. Decline to proceed.

RECOMMENDED ACTION: Board's Pleasure

DEPARTMENT: Engineering

DEPARTMENT HEAD: Chad McLeod

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

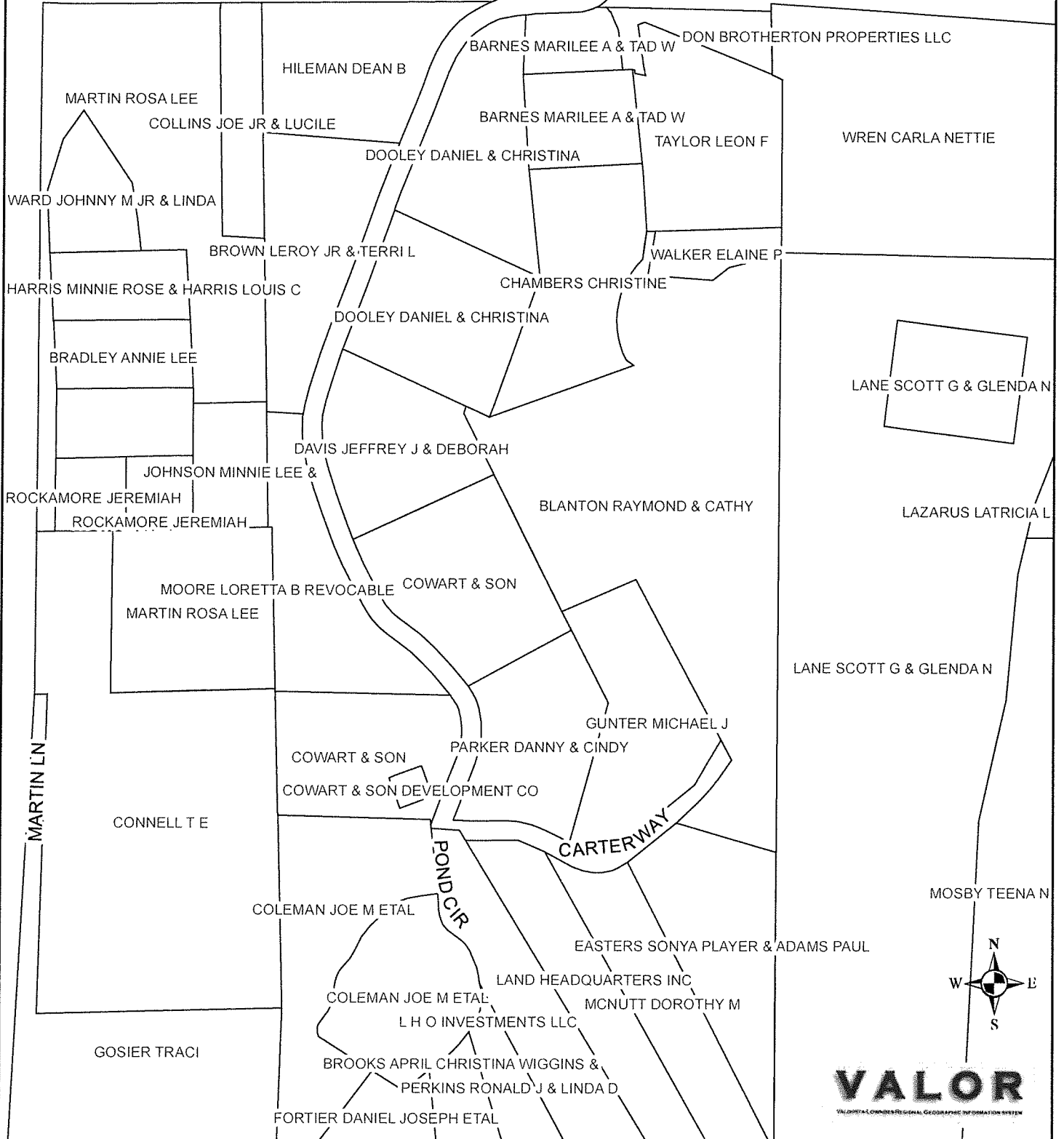
LANGDALE COMPANY THE

OLD QUITMAN HWY

# Carter Way/ Pond Circle Area

LANGDALE COMPANY THE

LANGDALE COMPANY THE



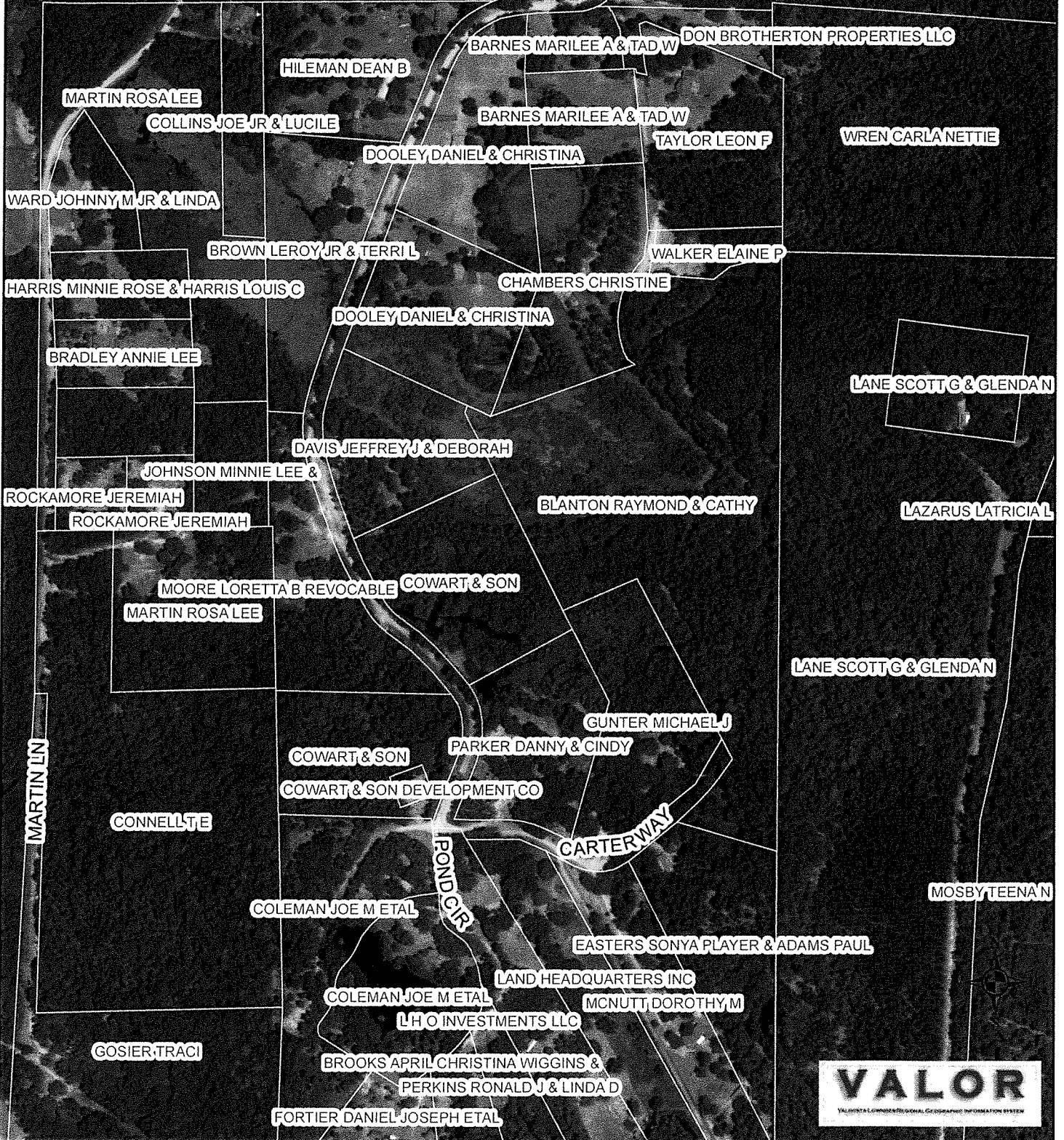
LANGDALE COMPANY THE

OLD QUITMAN HWY

# Carter Way/ Pond Circle Area

LANGDALE COMPANY THE

LANGDALE COMPANY THE





LOWNDES COUNTY BOARD OF COMMISSIONERS  
COMMISSION AGENDA ITEM

SUBJECT: Paymentus Master Service Agreement (MSA)

DATE OF MEETING: December 13, 2022

Work Session/Regular Session

BUDGET IMPACT: N/A

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: Paymentus MSA

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HISTORY, FACTS AND ISSUES: Paymentus is the new payment processor for Utilities and Finance as part of the Mass Meter Change Out Project. Paymentus will be used by customers to make Credit, Debit, and E-Check payments to Lowndes County. The cost of the service is paid by the user as a convenience.

The MSA has been reviewed by the County Attorney.

OPTIONS: 1. Approve and authorize the Chairman to sign the Agreement.  
2. Redirect.

RECOMMENDED ACTION: Approve  
Option 1

DEPARTMENT: Engineering

DEPARTMENT HEAD: Chad McLeod

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

LOWNDES COUNTY BOARD OF COMMISSIONERS  
COMMISSION AGENDA ITEM

SUBJECT: FY 2024 Budget Calendar

DATE OF MEETING: December 13, 2022

Work Session/Regular Session

BUDGET IMPACT:

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: FY 2024 Budget Calendar

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HISTORY, FACTS AND ISSUES: Each year at the beginning of the budget cycle, the Board of Commissioners is required to adopt a formal budget calendar. This calendar serves as a guide to the process and milestones for adopting the operating budget each year.

OPTIONS: 1. Adopt the FY 2024 Budget Calendar.  
2. Board's Pleasure

RECOMMENDED ACTION: Adopt

DEPARTMENT: Finance

DEPARTMENT HEAD: Stephanie Black

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

**Budget Calendar  
Fiscal Year 2023 - 2024**

Manager's Budget Letter to Elected Officials, Department Heads and Outside Agencies	12/09/22
Finance Issues Budget Packages Electronically to Elected Officials, Department Heads and Outside Agencies	12/09/22
Finance Offers Preliminary Budget Meetings to Answer Questions Regarding Completion of Budget Packages	1/1/23 - 2/10/23
Personnel Requests Including New Positions and Upgrades Due to Human Resources	01/27/23
Human Resources Determines the Cost of Any Personnel Requests	1/27/23 - 2/17/23
Packages Due Back to Finance	02/17/23
Commission Planning Retreat	02/01/23
Finance Enters All Requests into the Budgeting Software and Clarifies Any Requests	2/17/23 - 2/24/23
Human Resources Prepares a Payroll Budget Based on Position Requests and Direction from the Board	2/24/23 - 2/28/23
Finance Makes the Initial Revenue Projections	2/24/23 - 2/28/23
Budget Committee Meets With All Elected Officials, Department Heads and Outside Agencies to Discuss Their Budgets	3/13/23 - 3/24/23
Budget Committee Finalizes Budget Recommendations	04/21/23
Board of Commissioners Hold Work Sessions to Review the Proposed Budgets and Make Recommendations	5/15/23 - 5/19/23
Public Hearing on the Budget	06/13/23
Adoption of the Budget	06/27/23

LOWNDES COUNTY BOARD OF COMMISSIONERS  
COMMISSION AGENDA ITEM

SUBJECT: Contract for Probation Supervision and Rehabilitation Services

DATE OF MEETING: December 13, 2022

Work Session/Regular Session

BUDGET IMPACT:

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: Contract for Probation Supervision and Rehabilitation Services

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HISTORY, FACTS AND ISSUES: Lowndes County is currently in agreement with Georgia Probation Management, Inc. (GPM), which provides probation supervision services to the Lowndes County Superior Court. The current agreement will expire on December 31, 2022 and a request has been made to enter into a new agreement with GPM with the consent of the Chief Judge of the Lowndes County Superior Court. If the agreement is approved, GPM will provide the court with general probation supervision services, coordinate, provide, and direct probation pre-trial programs and services to offenders sentenced by and under the jurisdiction of the court.

The new agreement is similar to the current agreement with the biggest material change being GPM's request to increase supervision fees. Their probation and pretrial fees have been \$40.00 per month since 2018. They propose increasing fees to \$45.00 in 2023 to be paid by the offenders, not the County.

OPTIONS: 1. Approve  
2. Board's Pleasure

RECOMMENDED ACTION: Board's Pleasure

DEPARTMENT: County Manager

DEPARTMENT HEAD: Paige Dukes

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

**STATE OF GEORGIA  
COUNTY OF LOWNDES**

**CONTRACT FOR PROBATION SUPERVISION  
AND REHABILITATION SERVICES**

THIS CONTRACT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Lowndes County, Georgia through its Board of Commissioners (hereinafter referred to as the "County") and Georgia Probation Management, Inc. (hereinafter referred to as "GPM"), upon the request and consent of the Chief Judge of the Lowndes County Superior Court (hereinafter referred to as the "Court").

**WITNESSETH:**

WHEREAS, the County, authorized by O.C.G.A. §42-8-101, wishes to enter into this agreement with GPM with the consent of the Court, and recognizes its responsibility to provide professional and effective sentencing alternatives for citizenry and offenders of the community; and

WHEREAS, GPM is uniquely qualified and experienced in providing such comprehensive professional services and is willing to contract with the County with the approval of the Court; and

WHEREAS, the parties hereto deem it in their respective best interests and each will best be served by entering into said Contract for the provision by GPM of such probation services as ordered by the Court.

NOW THEREFORE, in consideration of the premises and the mutual benefits and covenants provided under the terms and conditions of this Contract, the parties hereto agree as follows:

**DESIGNATION BY THE COUNTY**

The County shall designate GPM as the sole private entity to coordinate, provide, and direct probation and pre-trial programs and services to offenders sentenced by and under the jurisdiction of the Court.

**SCOPE OF SERVICES**

GPM shall provide the services and programs for the misdemeanor offenders placed on probation by the Court which shall include the following particulars:

- A. Comply with the rules, standards, and qualifications as set forth by the Department of Community Supervision (DCS), and any subsequent changes, thereto, and the Laws of the State of Georgia.
- B. Operate under the conditions as agreed to by and between GPM and the County, as more fully set forth in the Specifications for Probation Services attached hereto and incorporated herein by reference.
- C. Provide such services as specifically set forth in the Specifications for Probation Services for the provisions of services to offenders under the jurisdiction of the Court.
- D. Meet, maintain, and comply with all rehabilitation program offerings as specified in the Specifications for Probation Services.

- E. Maintain individual files for each offender participating in GPM's programs in accordance with DCS Board Rule 105-2-.14. The files will be maintained in a secured area, in a secure file cabinet, or electronically. GPM shall maintain the confidentiality of all files, records, and papers relative to the supervision of probationers under this agreement.
- F. Provide timely and prompt reports as are, or may be required by the Court during the period of the Contract, which include, but are not limited to, statistical reports, caseload data, and other records documenting the types of program services provided and the identity of the offenders receiving such services in accordance with O.C.G.A. §42-8-108 and DCS Board Rule 105-2-.13.
- G. Provide counseling and supervision services for all persons ordered by the Court to participate in such programs during the period of the Contract and assure that GPM is providing program services and maintaining records reflective of good business practice.
- H. Make fiscal and program records available within ten (10) working days for review and maintain financial records reflective of good business practice. Records shall be maintained in accordance with O.C.G.A. §42-8-109.2 and DCS Board Rule 105-2-.14.
- I. Bill the offender for program services provided on such forms and in such manner to conform to acceptable business practice in accordance with DCS Board Rule 105-2-.14 and 105-2-.15. The accuracy of billing is to be confirmed by providing a copy of the services and attending cost to the offender.
- J. Charge each offender participating in rehabilitation programs the reasonable cost of the program as reflected in the Specifications for Probation Services attached hereto and incorporated herein by reference. Each offender shall be charged a maximum not to exceed the program costs as specified in the Specifications for Probation Services unless it is approved in advance by the Court. Those offenders the Court shall determine to be indigent shall be ordered as such and shall be supervised at no cost in accordance with O.C.G.A. §42-8-102.
- K. Collect restitution, fines, court costs and fees, program fees, and probation fees as ordered by the Court. GPM shall prioritize the collection of restitution before the collection of fines and probation fees pursuant to O.C.G.A. §17-14-8. GPM shall collect funds for the Georgia Crime Victims Emergency Fund, as applicable, and forward them directly to the Georgia Crime Victims Compensation Board by the end of each month along with a corresponding remittance report pursuant to O.C.G.A. §17-15-13(f).
- L. Submit a written report to the Court as frequently as the Court requires on the amount of Court fines, costs, fees, and restitution Court ordered and collected from each offender. The report shall include the total dollar amount applied to Court ordered fines, fees, restitution, and other conviction related costs.
- M. Tender all Court fines and costs ordered and collected from offenders to the Court as frequently as the Court requires.
- N. Comply with all laws regarding confidentiality of offender records in accordance with O.C.G.A. §42-8-109.2 and DCS Board Rule 105-2-.09.
- O. Furnish a crime policy, fidelity bond, or letter of credit in the amount of not less than twenty-five thousand (\$25,000.00) dollars as surety for the satisfactory performance of the Contract.

- P. Not profit or attempt to profit from any fines, restitution, or Court cost collected from the offenders.
- Q. The Court shall assist GPM in obtaining access to criminal histories in the Georgia Crime Information Center and National Crime Information Center through local law enforcement in order for GPM to conduct pre-sentence or probationer investigations as may be requested. GPM may obtain a Georgia Crime Information Center (GCIC) Originating Agency Identifier (ORI) number. The Federal Bureau of Investigation (FBI) CJIS Security Addendum is, therefore, attached hereto and incorporated herein by reference.
- R. GPM shall employ competent and able personnel to provide services rendered hereunder and to appropriately administer this caseload. All staff shall meet qualifications as prescribed by O.C.G.A. §42-8-107 and DCS Board Rule 105-2-.09.
- S. GPM shall have a criminal history records check made of all staff in accordance with O.C.G.A. §42-8-106.1, O.C.G.A. §42-8-107, and DCS Board Rule 105-2-.10.
- T. GPM staff shall comply with the orientation and continuing education training required per annum as prescribed by O.C.G.A. §42-8-107, DCS Board Rule 105-2-.09, and DCS Board Rule 105-2-.12.
- U. GPM shall make a supervision assessment of each offender and determine the reporting schedule, type of contact(s), and frequency of contact(s) pursuant to the direction of the Court. There are no minimally required contacts for pay-only cases. Probation officers shall supervise no more than 250 probationers under Basic Supervision and no more than 50 probationers under Intensive Supervision. There are no caseload size limitations regarding pay-only cases.
- V. GPM shall coordinate and ensure compliance with community service by each probationer as ordered by the Court. GPM will maintain records of community service participation and completion.
- W. GPM shall coordinate with certified vendors the evaluation and assessment of probationers for drug/alcohol rehabilitation, mental health, psychological counseling, or educational programs mandated by the Court and shall require probationer's compliance. GPM shall not specify, directly or indirectly, a particular DUI Alcohol or Drug Use Risk Reduction Program, which a probationer may or shall attend. GPM shall conduct on-site drug and alcohol screens as determined necessary by the Court, the costs for which shall be paid by the offender as fully set forth in the Specifications for Services, attached hereto.
- X. The term "pay-only probation" means a defendant has been placed under probation supervision solely because such defendant is unable to pay the court imposed fine and statutory surcharges when such defendant's sentence is imposed. Such term shall not include circumstances when restitution has been imposed or other probation services are deemed appropriate by the court. When pay-only probation is imposed, the probation supervision fees shall be capped in accordance with O.C.G.A. §42-8-103.
- Y. Consecutive misdemeanor sentences shall be supervised in accordance with O.C.G.A. §42-8-103 and §42-8-103.1.

- Z. GPM shall prepare probation violation warrants, orders, and petitions for modification/revocation of probation for submission to the Court. GPM shall recommend the modification or revocation of probation whenever the probationer fails to substantially comply with the terms and conditions of probation. The Court shall determine what constitutes a substantial failure to comply with probation terms and conditions. Modification/Revocation proceedings shall be conducted in accordance with O.C.G.A. §42-8-102 and the Court's Judicial Procedures.

### **PRETRIAL INTERVENTION AND DIVERSION PROGRAM**

In accordance with O.C.G.A. §15-18-80, the prosecuting attorney of the Lowndes County Superior Court is authorized to create and administer a Pretrial Intervention and Diversion Program for offenses within the jurisdiction of the Court. The purpose of such program is to provide an alternative to prosecuting offenders in the criminal justice system. Upon the request of the prosecuting attorney and with the advice and express written consent of the prosecuting attorney, the County designates GPM as the private entity to be used for the purpose of monitoring program participants' compliance with the Pretrial Intervention and Diversion Program. Fees for monitoring services are payable not by the County, but by the program participants. Entry into the Pretrial Intervention and Diversion Program shall be at the discretion of the prosecuting attorney.

### **PERIOD OF SERVICE**

The performance of the aforementioned services shall commence on the 1st day of January, 2023, and shall continue with a specific expiration date of the 31<sup>st</sup> day of December, 2023. The contract shall automatically renew for specific one-year terms on January 1<sup>st</sup> each year, thereafter, under the same terms and conditions as provided herein, unless written notice to the contrary is directed to the other party not less than sixty (60) days prior to the current term's expiration, in accordance with O.C.G.A. §36-60-13. Said automatic renewals shall continue for a maximum period of four (4) years. The contract shall absolutely terminate on December 31<sup>st</sup>, 2027. Notwithstanding anything herein, this contract may be terminated by either party without cause upon giving a sixty (60) day written notice to the other of its intention to do so.

### **PAYMENTS FOR SERVICES**

Fees for basic services are set out in the Specifications for Probation Services, which fees are payable not by the County, but by sentenced offenders. No fees accrued pursuant to the Specifications for Probation Services shall be obligations of the County.

### **DEFICIENCIES IN SERVICE, TERMINATION**

In the event the County determines there are deficiencies in the service and work provided by GPM, the County shall notify GPM in writing as to the precise nature of any such deficiencies. Within ten (10) working days of receipt of such notice, GPM shall correct or take reasonable steps to correct the deficiencies complained of, including, if necessary, increasing the work force and/or equipment, or modifying the policies and procedures used by GPM in performing services pursuant to this Contract. If GPM fails to correct or take reasonable steps to correct the deficiencies within ten (10) working days, the County may declare GPM in default and this Contract shall be declared terminated upon receipt by GPM of notice thereof. GPM agrees that in the event it disputes the County's right to invoke the provisions of this paragraph, it will not seek injunctive or other similar relief, but will either negotiate a settlement of the matter with the County or seek, as its remedy, monetary damages in a Court of competent jurisdiction.



## DISPUTES

In the event of any controversy, claim or dispute as to the services and work performed or to be performed by GPM, or the construction or operation of or rights and liabilities of the parties under this Contract, where the County is the complaining party, each such question shall be submitted to the Chief Judge of the Lowndes County Superior Court for resolution; provided, however, in the event either party disagrees with the decisions of the Judge, that party shall have the right to litigate the matter in its entirety in a Court of competent jurisdiction. The party wishing to submit a matter to the Judge shall do so by written notice to the other party and to the Judge, which shall specify the nature of the controversy, claim or dispute. The Judge shall schedule a hearing within fifteen (15) days of such notice, at which time both parties shall present their positions. The Judge shall render a decision within seven (7) days after the date of the hearing. In the event the Judge is the complaining party, a Senior Judge of the Southern Judicial Circuit, or his/her designee, shall be asked to resolve the issues presented.

## TRANSFER OF OPERATIONS

In the event GPM defaults for any reason in the service provided for by this Contract, the County may, at its election and upon five (5) working days' prior written notice to GPM, take possession of all records and other documents generated by GPM in connection with this Contract, and the County may use the same in the performance of the services described herein. GPM agrees to surrender peacefully said records and documents. The County shall provide GPM with a written receipt of those items over which the County assumes exclusive control. GPM agrees that in the event it disputes the County's right to invoke the provisions of this paragraph, it will not seek injunctive or other similar relief, but will either negotiate a settlement of the matter with the County, or seek monetary damages as its remedy in a court of competent jurisdiction.

## RIGHT TO REQUIRE PERFORMANCE

The failure of the County at any time to require performance by GPM of any provisions hereof shall in no way affect the right of the County thereafter to enforce same. Nor shall waiver by the County of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

## ACCESS TO BOOKS AND RECORDS

The County's representatives shall have access on a weekday, other than a legal State holiday, upon forty-eight (48) hours prior written notice to GPM's representative, to all GPM's books, records, correspondence, instructions, receipts, vouchers, and memoranda of every description pertaining to work under this Contract, for the purpose of conducting a complete independent fiscal audit for any fiscal year within the immediately preceding two (2) years, in accordance with O.C.G.A. §42-8-108, DCS Board Rule 105-2-.14, and DCS Board Rule 105-2-.19.

## INSURANCE

GPM shall provide and maintain during the life of this Contract, workers' compensation insurance and general liability with the following limits of liability:

Workers' Compensation	- Statutory
Bodily Injury Liability	- \$ 100,000 each accident
	- \$ 500,000 each occurrence
General Liability	- \$1,000,000 each occurrence
Personal & Advertising Injury	- \$1,000,000 each occurrence
Professional Liability	- \$1,000,000 each occurrence

**INDEMNIFICATION/HOLD HARMLESS**

With regard to the work to be performed by GPM, neither the Court nor the County shall be liable to GPM, or to anyone who may claim a right resulting from any relationship with GPM, for any negligent act or omission of GPM, its employees, agents, or participants in the performance of services conducted on behalf of the County. In addition, GPM agrees to indemnify and hold harmless the Court and the County, their officials, employees, agents, or participants with the Court and the Probation Services described herein, from any and all claims, actions, proceedings, expenses, damages, liabilities or losses (including, but not limited to, attorney's fees and court costs) arising out of or in connection with any negligent act or omission of GPM, including wrongful criminal acts of GPM, or GPM's employees, agents, or representatives. Further, the County is to be named as an additional named insured on GPM's liability insurance policies.

**ASSIGNMENT**

The duties and obligations assumed by GPM are professional services unique to GPM and are, therefore, not transferable or assignable without prior consent of the County and Court. Consent, however, shall not be unreasonably withheld.

**VALIDITY**

This Contract shall be binding on any successor to the undersigned official of the County or Court. The provisions enumerated in this Contract shall be deemed valid insofar as they do not violate any Local, State, or Federal laws. In the event any provision of this Contract should be declared invalid, the remainder of this Contract shall remain in full force and effect.

**NOTICE**

Any notice provided for in this Contract shall be in writing and served by personal delivery or by registered or certified mail addressed to:

As to the County:                      Lowndes County Board of Commissioners  
327 N. Ashley Street, 3<sup>rd</sup> Floor  
Valdosta, GA 31601  
Attn: Paige Dukes, County Manager

As to GPM:                                Georgia Probation Management, Inc.  
327 S. Hill Street, Building A  
Buford, Georgia 30518  
Attn: Keith Ward, CEO

Notices sent by registered or certified mail shall be deemed delivered/received upon actual receipt or three (3) days from mailing, whichever is shorter. The above addresses may be modified by written notice to the other party.

**ENTIRE AGREEMENT**

This Contract, including all exhibits attached hereto and incorporated herein by reference, constitutes the entire understanding and agreement between the parties hereto and supersedes any and all agreements, whether written or oral, that may exist between the parties regarding the same. No representations, inducements, promises, or agreements between the parties not embodied herein shall be of any force and effect. No amendment or modification to this Contract or any waiver of any provisions hereof shall be effective unless in writing and signed by the County and GPM.

In witness whereof, the parties here to have executed this agreement on the day first above written.

**LOWNDES COUNTY, GEORGIA**

**GEORGIA PROBATION MANAGEMENT, INC.**

\_\_\_\_\_  
Bill Slaughter, Commission Chairman

\_\_\_\_\_  
Keith Ward, CEO

**APPROVED BY THE LOWNDES COUNTY SUPERIOR COURT**

\_\_\_\_\_  
Richard M. Cowart, Chief Judge



## Specifications for Services

<b>Pay-Only Probation Supervision</b>	<b>\$45.00 per month.</b> The pay-only probation supervision fees shall be capped per O.C.G.A. §42-8-103.
<b>Basic Probation Supervision</b>	<b>\$45.00 per month</b>
<b>Intensive Probation Supervision</b>	<b>\$45.00 per month</b>
<b>Indigent Supervision</b>	<b>\$0.00 – As determined and ordered by the Court</b>
<b>Pre-Trial/Diversion Supervision</b>	<b>\$45.00 per month</b>
<b>Electronic Monitoring</b>	<b><u>\$75.00 Installation Fee +</u></b> RF House Arrest: \$6.00 per day Active GPS: \$10.00 per day SCRAM – Remote Breath: \$7.25 per day SCRAM – with landline: \$10.00 per day SCRAM – Alcohol Monitoring with Cellular Connector: \$12.00 per day SCRAM – Alcohol Monitoring plus House Arrest: \$15.00 per day
<b>Alternative GPS Monitoring with Victim Notification</b>	<b>Shepherd System (or similar) Smart Phone Application</b> <b>\$55.00/\$85.00 Enrollment Fee +</b> <b>\$5.00 - \$6.00 per day</b>
<b>On-Site, Multi-Panel Drug Screen</b>	<b>\$25.00</b>
<b>Alcohol Test – Breathalyzer</b>	<b>\$25.00</b>
<b>On-Site EtG Test</b>	<b>\$25.00</b>
<b>Laboratory Confirmation Test</b>	<b>\$25.00</b>
<b>Termination Letter Administrative Fee</b>	<b>\$10.00 (If applicable)</b>
<b>Community Service Work Coordination</b>	<b>No Cost</b>
<b>Restitution Collection - Direct Disbursement to Victim</b>	<b>No Cost</b>
<b>On-Line Access for the Court to the GPM Probation Tracker 2.0 Computer Program</b>	<b>No Cost</b>
<b>Transfer of Supervision</b>	<b>For 24/7 Internet Access to all Offender Data and Activity</b> <b>No Cost to any of our more than 40 locations nationwide</b>
<b>Resume and Interview Skills Development with Job Placement Assistance</b>	<b>No Cost</b>
<b>Indemnification of the County, and Naming the County as an Additional Insured</b>	<b>No Cost – Professional and General Liability</b>

LOWNDES COUNTY BOARD OF COMMISSIONERS  
COMMISSION AGENDA ITEM

SUBJECT: Section 125 Plan Document Renewal for 2023

DATE OF MEETING: December 13, 2022

Work Session/Regular Session

BUDGET IMPACT: N/A

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: Adoption of Section 125 Plan Document for 2023

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HISTORY, FACTS AND ISSUES: The Section 125 Cafeteria Plan is a premium only plan (POP) that provides for a pre-tax premium deduction for qualified health plans for our employees. This plan adoption renewal for 2023 is necessary in order to comply with IRS Regulations - Section 125.

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

OPTIONS: 1. Adopt the Section 125 Premium Only Plan for 2023 and Authorize the Chairman to sign the Certificate of Resolution and Adoption Agreement.  
2. Board's Pleasure

RECOMMENDED ACTION: Board's Pleasure

DEPARTMENT: Human Resources

DEPARTMENT HEAD: Kevin Beals

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

LOWNDES COUNTY BOARD OF COMMISSIONERS  
COMMISSION AGENDA ITEM

SUBJECT: 2023 Holiday Schedule

DATE OF MEETING: December 13, 2022

Work Session/Regular Session

BUDGET IMPACT: N/A

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: Approval of the 2023 Holiday Schedule

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HISTORY, FACTS AND ISSUES: In accordance with the Lowndes County Personnel Policy, the 2023 Holiday Schedule is being presented for the Commission's consideration. Lowndes County currently observes ten (10) holidays that span a total of 12 working days.

OPTIONS: 1. Approve the 2023 Holiday Schedule in accordance with the current Lowndes County Personnel Policy.  
2. Board's Pleasure

RECOMMENDED ACTION: Board's Pleasure

DEPARTMENT: Human Resources

DEPARTMENT HEAD: Kevin Beals

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:



## Memorandum

**To:** All Agencies  
**From:** Human Resources  
**Date:** December 13, 2022  
**Subject:** ***2023 Holiday Schedule***

According to the Lowndes County Personnel Manual, the holiday schedule for 2023 is as follows:

Monday	January 02, 2023	New Year's Holiday (Observed)
Monday	January 16, 2023	Martin Luther King Birthday
Friday	April 07, 2023	Good Friday
Monday	May 29, 2023	National Memorial Day
Monday	June 19, 2023	Juneteenth
Tuesday	July 4, 2023	Independence Day
Monday	September 4, 2023	Labor Day
Friday	November 10, 2023	Veterans Day (Observed)
Thursday	November 23, 2023	Thanksgiving Day
Friday	November 24, 2023	Thanksgiving Holiday
Monday	December 25 2023	Christmas Day
Tuesday	December 26, 2023	Christmas Holiday
Monday	January 1, 2024	New Year's Holiday – (2024)

LOWNDES COUNTY BOARD OF COMMISSIONERS  
COMMISSION AGENDA ITEM

SUBJECT: 2023 ACCG Workers' Compensation Insurance Renewal

DATE OF MEETING: December 13, 2022

Work Session/Regular Session

BUDGET IMPACT: \$181,424.00

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: Approve 2023 ACCG Workers' Compensation Insurance Renewal

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HISTORY, FACTS AND ISSUES: Lowndes County participates in the ACCG-GSIWCF (Group Self Insurance Workers Compensation Fund) Insurance Program. This non-profit program began in 1982 with 11 counties and has grown to 169 counties and authorities throughout the State of Georgia. It should be noted that the ACCG-GSIWCF Board of Trustees has approved an overall 7.3% rate decrease for 2023.

The 2023 renewal premium for Lowndes County is \$201,115.00. However, due to a dividend credit of \$19,691.00 the total premium due is \$181,424.00. It should also be noted that Lowndes County's safety/loss control program contributed to a 7.5% reduction on our premium, which was equal to a savings of \$16,307.00.

OPTIONS: 1. Approve 2023 ACCG Workers' Compensation Insurance Renewal.  
2. Board's Pleasure

RECOMMENDED ACTION: Board's Pleasure

DEPARTMENT: Human Resources

DEPARTMENT HEAD: Kevin Beals

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:



LOWNDES COUNTY BOARD OF COMMISSIONERS  
COMMISSION AGENDA ITEM

SUBJECT: 2023 Commission Meeting Calendar

DATE OF MEETING: December 13, 2022

Work Session/Regular Session

BUDGET IMPACT:

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: 2023 Commission Meeting Calendar

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HISTORY, FACTS AND ISSUES: The calendar provided for the Commission's review has listed the commission meeting dates for 2023. The Commission is asked to review and approve the 2023 Commission Meeting Calendar.

OPTIONS: 1. Approve  
2. Board's Pleasure

RECOMMENDED ACTION: Approve

DEPARTMENT: County Manager

DEPARTMENT HEAD: Paige Dukes

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

**Commission Meeting  
Schedule & Holidays**

# 2023

**Meeting Dates**

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

**Holidays**

- January 02 - New Year's Holiday
- January 16 - MLK Birthday
- April 07 - Good Friday
- May 29 - Memorial Day
- June 19 - Juneteenth
- July 4 - Independence Day
- September 4 - Labor Day
- November 10 - Veterans Day (observed)
- November 23 - Thanksgiving Day
- November 24 - Thanksgiving Holiday
- December 25 - Christmas Day
- December 26 - Christmas Holiday

**ACCG Annual Conf. - April 27th - 30th**

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