



LOWNDES COUNTY BOARD OF COMMISSIONERS
PROPOSED AGENDA
WORK SESSION, MONDAY, SEPTEMBER 25, 2023, 8:30 AM
REGULAR SESSION, TUESDAY, SEPTEMBER 26, 2023, 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 - September 11, 2023 & Regular Session - September 12, 2023
Recommended Action: Approve
Documents:
5. **For Consideration**
 - a. Quiet Pines Golf Course Ezgo Golf Cart Lease Agreement
Recommended Action: Approve
Documents:
 - b. Mental Health Model Resolution for ACCG
Recommended Action: Board's Pleasure
Documents:
 - c. Purchase of Wetland Credits for Shiloh Road Bridge Project
Recommended Action: Approve
Documents:
 - d. FY25 5311 Regional Transit Resolution
Recommended Action: Adopt
Documents:
6. **Bid**
 - a. Grove Point Lift Station Access Road
Recommended Action: Approve
Documents:
 - b. TIA 2023-05 Briggston Road Grading, Drainage, Base, and Paving Bids
Recommended Action: Approve
Option 1
Documents:
 - c. NC-TIA 2023-01 Rocky Hill Church Road Grading, Drainage, Base, and Paving Bids
Recommended Action: Approve
Option 1

Documents:

d. Fire Rescue Station 10 Pavement Resurfacing Bids

Recommended Action: Approve
Option 1

Documents:

- 7. Reports - County Manager**
- 8. Citizens Wishing To Be Heard - Please State Your Name and Address**
- 9. Adjournment**

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: Quiet Pines Golf Course Ezgo Golf Cart Lease Agreement

DATE OF MEETING: September 26, 2023

Work Session/Regular Session

BUDGET IMPACT: \$50,160.00 annually

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: Quiet Pines Golf Course Ezgo Golf Cart Lease Agreement

HISTORY, FACTS AND ISSUES: Quiet Pines Golf Course currently has a dilapidated fleet of twenty-two semi-operational carts for use. The current carts range in age from two years to nine years old.

Rather than replace the carts through purchase, we are requesting to proceed with a lease agreement with EZGO carts which will cover maintenance, warranty and ensure that we have a full working fleet. The lease agreement is for 48 months and will be financed through Wells Fargo Bank. The county attorneys have worked with Wells Fargo Bank to make sure the details of the lease are in order. This agreement is on state contract.

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

RECOMMENDED ACTION: Approve

DEPARTMENT: Community Development

DEPARTMENT HEAD: Rachel Thrasher

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

Wells Fargo Equipment Finance, Manufacturer and Dealer Finance
800 Walnut Street | 4th Floor | Des Moines, IA 50309

Name and Address of Customer:
LOWNDES COUNTY, GA
327 N Ashley St
Valdosta, GA 31601-5504

Thank you for doing business with **WELLS FARGO FINANCIAL LEASING, INC.** This cover letter is your guide to completing your transaction as quickly as possible.

Checklist

All documents listed below are required for this transaction:

- Master Lease Agreement
- Equipment Schedule - Lease
- Non-Appropriation Addendum
- Insurance Form
- Required Information Form
- MyAccounts Form

The following items are required for your transaction to be completed:

- Signature from an authorized signer – see Signature Guide below for requirements
- Printed name of the signer
- Title of the signer – see Signature Guide below for requirements
- Federal tax ID of the lessee/borrower – specified on the attached documents
- Return the signed documents as outlined below
- Supplier Invoice
- Tax Exempt Certificate, if applicable

Please return all pages. Failure to return all pages will cause a delay in processing.

Signature Guide

The documents must be signed by an authorized officer or the owner if the customer is a Sole Proprietorship, with printed Name and Title completed as well.
Guaranty, Lease or Loan agreement authorized signer guidelines

If the business is a:

Proprietorship
General Partnership
Limited Partnership
Limited Liability Company (LLC)
Trust
Corporation or Non-Profit Corporation
 And deal is <\$500K
 And deal is >=\$500K

This person must sign:

Owner/Proprietor
Partner
General Partner
Manager, Member or Authorized Signer
Trustee

Authorized Corporate Officer, Purchasing Manager, Director, Controller, Finance Manager
Authorized Corporate Officer

Return Instructions

If you received an e-mail from DocuSign to sign documents electronically, once you complete the DocuSign process and click "confirm signing", your signed documents will be returned to us electronically. Please use fax or e-mail to return any checklist items not completed and transmitted via DocuSign. If you did not receive an e-mail from DocuSign to sign documents electronically, please return your signed documents and other checklist items via fax or e-mail. If your documents include a master agreement and/or guaranty documents, or if the total amount financed is greater than \$500,000, then overnight the signed documents to the address below.

Email: WFEFMDFGolfandTurf@wellsfargo.com **Fax:** 866-336-8375

Overnight:

WELLS FARGO FINANCIAL LEASING, INC.

Contracts Team
800 Walnut Street, 4th Floor
Des Moines, IA 50309
MAC F0005-044

Master Lease Agreement



Wells Fargo Equipment Finance, Manufacturer and Dealer Finance
800 Walnut Street | 4th Floor | Des Moines, IA 50309

Master Lease Number

dated as of **August 24, 2023**

Name and Address of Customer:
LOWNDES COUNTY, GA
327 N Ashley St
Valdosta, GA 31601-5504

TERMS AND CONDITIONS

This Master Lease Agreement ("Master Lease") sets forth terms and conditions that will be applicable to equipment leasing transactions that may be entered into from time to time by Lessee and Lessor if they enter into one or more Schedules that incorporate the terms of this Master Lease. This Master Lease is not a commitment by Lessor to enter into any Schedule and nothing in this Master Lease shall impose, or be construed to impose, any obligation upon Lessor to enter into any proposed Schedule. In the event of a conflict between the provisions of this Master Lease and a Schedule, the provisions of such Schedule will control. Lessee and Lessor agree, for good and valuable consideration and intending to be legally bound, as follows:

- 1. CERTAIN DEFINITIONS.** The following capitalized terms used herein will be defined as follows: "Equipment" means the equipment and other property described on the applicable Schedule, as well as any attachments, accessories, accessions, replacements, replacement parts, substitutions, additions, upgrades, exchanges and repairs to the equipment and other property and shall also be deemed to include any embedded software that otherwise falls within the definition of "Goods" under Article 9 of the Uniform Commercial Code ("UCC"). "Fair Market Value" of the Equipment means an amount estimated by us that may reasonably be expected for an installed and in-use property in an equitable exchange between a willing buyer and a willing seller, neither under any compulsion to buy or sell, both aware of all relevant facts, and assuming the Equipment is in the condition required by the applicable Lease. "Lessee" means the party or parties who sign this Master Lease as Lessee. Each party that signs below as Lessee agrees that its liability in connection with the Master Lease (and any Schedules hereunder) shall be joint and several. The Lessee may be referred to herein as "you" and "your". "Lessor" means the party signing as Lessor on this Master Lease and applicable Schedule or any of its affiliates signing as Lessor on the applicable Schedule, and may be referred to herein as "we", "us", and "our". "Person" means any individual, corporation, business trust, association, company, partnership, joint venture, or other entity. "QFC Obligations" means obligations arising under a securities contract, commodities contract, forward contract, repurchase agreement, swap agreement, or any similar agreement (as defined for purposes of Treasury Part 148 under 12 U.S.C. 5390(c)(8)(D) or FDIC Part 371 under 12 U.S.C. 1821(e)(8)(D)) that the FDIC determines by regulation, resolution, or order to be a qualified financial contract. "Schedule" means any schedule signed by Lessee and Lessor that incorporates the terms of this Master Lease, each of which will constitute a separate contract between Lessee and Lessor and shall be referred to as a "Lease". "Stipulated Loss Value" means the sum of: (i) all past due and current Payments; (ii) the present value of (A) all remaining Payments, and (B) the amount of the purchase option price or final purchase payment set forth in the applicable Schedule, or if no purchase option price or final purchase payment is specified or if the purchase option price is Fair Market Value, then the anticipated end of Term Fair Market Value of the affected item(s) of Equipment, discounted at 2% per annum; and (iii) all other amounts due under the Lease.
- 2. COMMENCEMENT.** The commencement of a Lease (the "Commencement Date") will be the date that you satisfy all pre-conditions to the Lease, as determined by us, or any later date that we designate. Without limiting the foregoing, we may, in our sole discretion, require that you verify your acceptance of the Equipment either by telephone or by delivery to us of an executed certificate of acceptance. If you signed a purchase order or similar agreement for the purchase of the Equipment, by signing a Schedule you assign to us all of your rights, but none of your obligations under it. If, for any reason: (i) the manufacturer, supplier, wholesaler, or other vendor of the Equipment (any, a "Supplier") fails to deliver, or delays the delivery of, the Equipment; or (ii) the equipment is unsatisfactory upon delivery or at any time thereafter, you agree that we are not liable, and you will not make any claim against us for damages or for specific performance of such Lease. If the Equipment includes any non-embedded software: (i) we do not own the software and do not provide any software licenses, (ii) you are responsible for obtaining any software license related to any software that is part of or used in connection with the Equipment from the owners or licensors of such software, (iii) you shall comply with the terms of all such licenses if any, and (iv) any default by you under any such software licenses shall also constitute a default by you under all Leases.
- 3. LEASE PAYMENTS.** You agree to remit all payments under each Lease ("Payments") in U.S. dollars to the address or account designated by us from time to time. Unless indicated otherwise in the Schedule, your Payments are due in arrears and your first payment date will be one month from the Commencement Date, and subsequent payments shall be due on that same day of each month thereafter, unless such day does not exist for the applicable month, in which case it will be the last day of such month (the "Payment Date"). If you request that your Payment Date start later than one month after the Commencement Date, if we approve such a request, we may increase your first Payment by 1/30th of the scheduled Payment for each day between the originally scheduled Payment Date and the re-scheduled Payment Date (the "Additional Days") and the term of the Schedule will be extended by a number of days equal to the Additional Days. If there are changes in the type or amount or cost of the Equipment or the calculation of related sales or other taxes, you authorize us to adjust the Payments to maintain our after tax economic yield and cash flow so long as the change is not more than 15% of the original Payment amount. We may apply all your payments under a Lease to delinquency charges, Payments, and any other liabilities due and owing under such Lease or under any other agreement, in any order and manner selected by us. You waive all rights to direct the application of payments made on account of any Lease. We may offset and deduct any of your liabilities or obligations to us from any sums we owe to you. The financial terms of any Lease may have been determined taking into account fees we have paid to, or rebates, discounts, subsidies or other compensation or financial benefits (including the ability to fund over time amounts that may be financed hereunder) we have received from, the Supplier, a broker, or other third party in connection with such Lease. Payments are due on each Payment Date whether or not you receive an invoice.
- 4. TAXES.** You agree to pay, and indemnify and hold us harmless from all sales, use, rental, property, excise, gross receipts, withholding and other taxes, charges and fees upon or with respect to the Equipment or the possession, ownership, leasing, use or operation, control or maintenance thereof and relating to such Lease (or any Payments or other payments), assessed by any governmental entity or taxing authority arising during or with respect to any part of the term, whether due before or after the end of the term shown on the corresponding Schedule. In connection with the expiration or earlier termination of a Lease, you agree to pay us any taxes accrued or assessed but not yet due and payable, or our estimate of such amounts.
- 5. LATE CHARGES.** For any payment which is not received within 10 days of its due date, you agree to pay us a late charge equal to the greater of 5% of the amount due or \$35.00 (but in either case, not to exceed the maximum amount permitted by law).
- 6. OWNERSHIP, SECURITY INTEREST, USE, MAINTENANCE AND REPAIR.** Unless otherwise specified in the applicable Schedule, we own the Equipment, excluding any non-embedded software. If the Lease is a secured transaction, you grant us a security interest in the Equipment and all proceeds thereof to secure all of your obligations now or hereafter owing to us (except QFC Obligations). In no event shall your obligations under a Lease be secured by any improved real

THIS MASTER LEASE INCLUDES THE TERMS ON THE ATTACHED PAGE(S).

THIS MASTER LEASE SHALL NOT BE EFFECTIVE UNLESS AND UNTIL EXECUTED BY US.

IN WITNESS WHEREOF, Lessee and Lessor have caused this Master Lease to be executed by their duly authorized representatives as of the date first above written.

Lessor: **WELLS FARGO FINANCIAL LEASING, INC.**

Lessee: **LOWNDES COUNTY, GA**

signature of authorized signer

Signature of authorized signer

Print Name and Title

Print Name and Title

property, building or mobile home insurable under the National Flood Insurance Program unless the document granting an interest in real property specifically references the Lease by date, its Schedule number and/or this Master Lease number. You authorize us or our agents to prepare and file, electronically or otherwise, UCC financing statements and any amendments or continuation statements relating to the Equipment and proceeds. So long as you are not in default of your obligations, we hereby assign to you our rights, if any, under Supplier written warranties, to the extent assignable. You (a) shall not permit the Equipment to attach to real property and (b) must keep the Equipment free of all security interests, encumbrances and liens, except those in favor of us. Other than the temporary relocation of mobile Equipment, or as otherwise set forth in the applicable Schedule, you will not remove the Equipment from the address indicated on applicable Schedule without first obtaining our written approval. You shall: (a) keep the Equipment in your exclusive control and possession and not continue use of the Equipment; (b) USE THE EQUIPMENT ONLY IN THE LAWFUL CONDUCT OF YOUR BUSINESS, AND NOT FOR PERSONAL, HOUSEHOLD OR FAMILY PURPOSES; (c) use the Equipment in conformity with all insurance requirements, manufacturer's instructions and manuals; (d) at your cost, keep the Equipment repaired and maintained in good working order as when originally delivered to you (absent only ordinary wear and tear) and as required by the manufacturer's warranty, certification and standard full service maintenance contract; (e) at your cost, furnish and replace all parts of the Equipment as may from time to time become worn out, damaged or unfit for use; (f) allow only qualified and properly licensed personnel to operate the Equipment; (g) maintain accurate and complete records of all repairs and maintenance of the Equipment; (h) give us reasonable access to inspect the Equipment and its maintenance and other records; (i) at your cost, mark and identify the Equipment with all information and in such manner as we may request from time to time and replace promptly any such markings or identification which are removed, defaced or destroyed and not permit the name of any person, association or corporation other than your name or our name to be placed on the Equipment as a designation that might be interpreted as a claim of ownership or security interest; (j) pay all shipping and delivery charges and other expenses incurred in connection with the Equipment and pay all lawful claims, whether for labor, materials, supplies, rent, assessments, taxes or services, which might or could if unpaid become a lien on the Equipment; and (k) not enter into any lease or sale of any Equipment. Without our prior written consent, you will not make any alterations, additions or improvements to the Equipment which are permanent or which detract from its value, useful life, or functional utility. Any such alterations, additions or improvements shall be deemed part of the Equipment. The Equipment must remain in the continental United States, Alaska, or Hawaii at all times. In case you fail to comply with any provision of any Lease, we may take action to bring such Lease into compliance, and all expenses incurred by us in doing so will constitute additional expenses under such Lease due to us within 5 days after we send notice to you requesting payment. Our effecting such compliance will not be a waiver of your default.

7. INDEMNITY. YOU AGREE TO DEFEND AND INDEMNIFY US FOR ALL LOSSES, DAMAGES, CLAIMS, LIABILITIES, OBLIGATIONS, SUITS, TOLLS, FEES, INJURIES, COSTS AND REASONABLE ATTORNEYS' FEES, OR THE LIKE, WHETHER BASED ON A THEORY OF NEGLIGENCE, TORT, STRICT LIABILITY OR OTHERWISE, INCURRED, CAUSED OR ASSERTED BY ANY PERSON, IN ANY MANNER RELATING TO THE LEASE OR THE EQUIPMENT including, without limitation, the manufacture, purchase, lease, financing, selection, ownership, delivery, possession, use, storage, operation, condition, maintenance, repair, return or other disposition thereof.

8. LOSS OR DAMAGE. You assume all risks of loss, theft, governmental taking, damage to or destruction of the Equipment. If any item of Equipment is damaged and can be repaired, you shall promptly notify us in writing and, at your cost, within 30 days of such damage, repair the affected item. If any item of Equipment is lost, stolen, taken by any governmental authority or damaged beyond repair, you will immediately notify us in writing and, at our option you will, at your cost, within 30 days after such event, either: (a) replace the affected item with a comparable item acceptable to us, or (b) for each affected item of Equipment (calculated on the pro rata cost of the affected item(s) as compared to the total cost of all items on the Schedule), pay us the total of the Stipulated Loss Value for each such item of Equipment. Upon our receipt of such Stipulated Loss Value, we will then notify you of the applicable reduction of rent and transfer to you all our rights, title and interest in the affected item(s) of Equipment AS-IS AND WHERE-IS, WITHOUT ANY RECOURSE TO OR WARRANTY FROM US, EXPRESS OR IMPLIED AS TO THE MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, OR OTHERWISE. Insurance proceeds will be applied toward repair, replacement or payment owing to us, as applicable.

9. INSURANCE. You agree, at your cost, to: (a) keep the Equipment insured against all risks of physical loss or damage for its full replacement value, naming us as loss payee (with a lender's loss payable endorsement if required by us); and (b) maintain commercial general liability insurance, covering personal injury and property damage in amounts acceptable to us, naming us as additional insured. All insurance policies must be issued by insurance carriers acceptable to us, must provide us with not less than 15 days' prior written notice of cancellation, non-renewal or amendment, and must provide deductible amounts acceptable to us. You hereby appoint us as your attorney-in-fact to make proof of loss and claims for insurance, to make adjustments with insurers and to receive payment of and execute or endorse all documents, checks or drafts in connection with payments made as a result of such insurance policies. Property insurance proceeds shall be payable to us irrespective of any breach of warranty or other of your acts or omissions and no insurance shall be subject to any co-insurance clause. Promptly upon our request you agree to deliver to us evidence of insurance reasonably satisfactory to us, including evidence of renewal and replacement coverage.

10. NET LEASE; UNCONDITIONAL OBLIGATION. Each Lease is a net lease. WE HAVE NOT SELECTED THE EQUIPMENT. THE SUPPLIER AND ITS REPRESENTATIVES ARE NOT OUR AGENTS AND ARE NOT AUTHORIZED TO MODIFY THE TERMS OF ANY LEASE. WE MAKE NO WARRANTIES TO YOU, EXPRESS OR IMPLIED, AS TO THE EQUIPMENT'S MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, OR OTHERWISE. YOUR PAYMENT OBLIGATIONS ARE ABSOLUTE AND UNCONDITIONAL AND YOU HAVE NO RIGHT TO CANCEL ANY LEASE ONCE SIGNED, OR REDUCE OR SET-OFF AGAINST ANY PAYMENT FOR ANY REASON WHATSOEVER INCLUDING, WITHOUT LIMITATION, FAILURE, LOSS OR DAMAGE OF, OR TO, ANY EQUIPMENT. WE SHALL NOT BE LIABLE TO YOU FOR ANY LOSSES, DAMAGES, OR EXPENSES OF ANY KIND OR NATURE CAUSED, DIRECTLY OR INDIRECTLY, BY ANY EQUIPMENT OR THE USE, INABILITY TO USE, OR MAINTENANCE OF ANY EQUIPMENT, OR THE REPAIR, SERVICE OR ADJUSTMENT THEREOF, OR FOR ANY LOSS OF BUSINESS HOWSOEVER CAUSED. If any Supplier fails to provide any service or fulfill any other obligation to you, you shall not make any claim against us and shall continue to fully perform your obligations to us under each Lease.

11. REPRESENTATIONS, WARRANTIES AND COVENANTS. You hereby represent and warrant to us that, on the date hereof and on the date of execution of each Schedule, and you covenant that: (a) you have the authority to enter into, and perform all of your obligations under, each Lease, and all related documents (together, the "Documents"); (b) you have duly authorized, executed and delivered the Documents; (c) the Documents constitute valid, legal and binding agreements, enforceable in accordance with their terms; (d) no approval or consent is required from any governmental authority or other lender with respect to your entry into or performance of the Documents except such as have already been obtained and disclosed to us; (e) your execution and performance of the Documents will not: (i) violate any judgment, order, law or regulation applicable to you or any provision of your organizational documents or any other financing arrangement to which you are a party; or (ii) result in any breach of, constitute a default under, or result in the creation of any lien or other encumbrance upon any Equipment pursuant to, any agreement or instrument (other than in favor of us) to which you are a party; (f) there are no suits or proceedings pending or threatened in court or before any commission, board or other administrative agency against or affecting you, which may have a material adverse effect on your ability to fulfill your obligations under the Documents; (g) the Equipment is and will remain tangible personal property; (h) your exact legal name is as set forth in the signature block on the first page of this Master Lease; (i) you are and will be at all times validly existing and in good standing under the laws of the State of your organization; (j) you are and will remain duly qualified to do business in each jurisdiction where Equipment is located and wherever necessary to conduct your business; (k) you are and will remain in compliance with all laws, rules and regulations applicable to the operation of your business, the Equipment and/or its use, and at your cost you shall make all modifications and improvements to the Equipment required by law; (l) you and each person who you control or own a controlling interest in, or who owns a controlling interest in or otherwise controls you (collectively, "Representatives") are and will remain in compliance with all laws, rules, regulations and orders concerning sanctions, embargoes, and the prevention and detection of corruption, bribery, money laundering and terrorism; and (m) neither you nor any of your Representatives does or will do business in, or is or will be located in a jurisdiction subject to any territorial or country-based sanctions program or listed on any sanctions-related list of designated persons maintained or enforced by the United States government or any other jurisdiction in which you or your Representatives are located or operate or which has authority over you or your Representatives.

12. DEFAULT. You will be in default under a Lease if: (a) you fail to make any payment under any Lease within 10 days of the due date; (b) you or any guarantor of your obligations under any Document ("Guarantor") breach any other obligation under any Document or guaranty and fail to correct such violation within 10 days following notice; (c) you or a Guarantor becomes insolvent, are liquidated or dissolved, stop doing business or assign your or such Guarantor's rights or property for the benefit of creditors, or a petition is filed by or against you or any Guarantor under any bankruptcy or insolvency law; (d) you or any Guarantor default under any other agreement now existing or hereafter entered into with us or any material agreement with any of our affiliates or any third party under, lessor, or creditor; (e) any representation made or information provided by you or a Guarantor in connection with any Document or guaranty is or will be false or misleading in any material respect; (f) you, any Guarantor, or any principal owner, member of a board of directors (or similar governing body), or senior officer of you or any Guarantor is convicted of a felony; (g) any Equipment is illegally used; (h) without our prior written consent, you or any Guarantor or any Person that directly or indirectly controls you or any Guarantor (1) experiences a change in control or material change in ownership (whether in one or multiple transactions), (2) transfers substantially all of your or such Guarantor's assets, (3) merges or consolidates with another Person, or (4) experiences a division or divisive merger; (i) if you are a sole proprietorship or a partnership, you, or any partner, as applicable, die or have a guardian appointed; (j) any individual Guarantor dies or has a guardian appointed; (k) you or any Guarantor suffers a material adverse change in your or their financial condition; or (l) you default

under any software license or similar agreement financed by us or subject to our security interest. **Time is of the essence regarding performance of your Lease obligations.**

13. REMEDIES. If you default, we may, in our sole discretion, do one or more of the following: (a) recover from you, AS LIQUIDATED DAMAGES FOR LOSS OF BENEFIT OF THE BARGAIN AND NOT AS A PENALTY, the Stipulated Loss Value, which amount shall be due upon demand; (b) declare any other agreements between you and us in default; (c) require you to return all of the Equipment at your cost to a place designated by us in the manner described in the applicable Lease; (d) we or our agent may enter the property where the Equipment is located, with or without legal process, and repossess or disable the Equipment and you will not make any claims against us for damages, for trespass or for any other reason, and upon recovery of the Equipment, we will not be held responsible for any losses directly or indirectly arising out of, or by reason of the presence and/or use of, any and all information residing on or within the equipment; (e) lease or sell the Equipment or any portion thereof, and we may apply the proceeds as may be acceptable to us to the extent permitted by applicable law; (f) charge you interest on all amounts due to us from the due date until date of payment at the rate of 1.5% per month, but in no event more than the lawful maximum rate; (g) charge you for expenses incurred in connection with the enforcement of our remedies including, without limitation, repossession, repair and collection costs, attorneys' fees and court costs; and (h) cancel or terminate any Lease. These remedies are cumulative and nonexclusive of any other rights and remedies at law or in equity and may be exercised individually or concurrently. No failure or delay by us to exercise any right nor any course of dealing will operate as a waiver of any other right or remedy. To the extent permitted by applicable law, you hereby waive any rights now or hereafter conferred by statute or otherwise that may limit or modify any of our rights or remedies under any Lease, including any rights you may have which require us to sell any Equipment to mitigate damages or provide you with notices of default, intent to accelerate amounts becoming due or acceleration of such amounts.

14. REMOVAL OF DATA. You are solely responsible for removing all data from any digital storage device, hard drive or other electronic medium prior to returning or disposing of any Equipment (and you are solely responsible for selecting an appropriate removal standard that meets your business needs and complies with applicable laws). We shall not be liable for any losses, directly or indirectly arising out of, or by reason of the presence and/or use of any information, images or content retained by or resident in any Equipment returned to us or repossessed by us.

15. ASSIGNMENT. You may not assign, sell, transfer, encumber or dispose of any rights or obligations under the Lease or sub-lease the Equipment. Notwithstanding the foregoing or any other terms herein to the contrary, if the Equipment includes any power golf carts, You may rent such cart(s) on a daily or per-round basis to Your patrons at the Equipment Location listed on the applicable Schedule, provided that you shall collect from such patrons all sales and use taxes due in connection with such rentals and remit such taxes to the appropriate taxing authorities, and you shall continue performing all your obligations under the applicable Lease. We may, without notifying you, sell, assign or encumber any or all of our interest in any Lease and/or our interest in any Equipment. If we sell, assign or encumber a Lease, the buyer, assignee or secured party will have all of our rights under the Lease, but none of our obligations, unless expressly assumed by them. You will pay all Payments under any assigned Lease to the assignee if you receive written instructions from us to do so. You agree not to assert against any buyer, assignee or secured party, any claims, offsets or defenses you may have against us.

16. NOTICES. Notices must be in writing and will be deemed given 5 days after mailing first class or sent by recognized overnight courier to the recipient's address set forth above or at such other address as may be last known to the sender.

17. INFORMATION. We may receive from and disclose to any Person, including, without limiting any affiliate of ours, and any credit reporting agency whether or not related to us, for any purpose, information about your accounts, credit application and credit experience with us and you authorize any Person to release to us or any affiliate of ours on a "need to know" basis, any information related to your accounts, credit experience and account information. This shall be continuing authorization for all present and future disclosures of your account information, credit application and credit experience made by us, or any Person requested to release such information to us.

18. LIMITATIONS ON CHARGES. Any part of any Lease that could, but for this Section, be read under any circumstance to allow for a charge higher than that allowable under any applicable legal limit, is limited and modified by this Section to limit the amounts chargeable under the Lease to the maximum amount allowed under the legal limit. Any amount received by us in excess of that legally allowed will at our sole discretion be applied by us to the payment of amounts legally owed under the Lease or refunded to you.

19. EXECUTION AND TRANSMISSION OF DOCUMENTATION. We may, in our sole discretion, accept a photocopy, electronically transmitted, facsimile, or other reproduction (any a "Counterpart") of this Master Lease and any other Documents as the binding and effective record of such Documents whether or not a manually signed copy hereof or thereof is also received by us. Counterparts may, in our sole discretion, be executed manually or by electronic means by either party. No Document requiring our signature is binding on us until we sign it. When a Counterpart of a Document showing your signature is signed by us (manually electronically), then the Counterpart bearing our signature, if executed by us manually, or the Counterpart electronically maintained by us, if executed by us electronically, shall constitute the sole original document for all purposes and shall constitute the authoritative record of such Document for the purposes of establishing the provisions of such Document and to the extent that such Document constitutes chattel paper as that term is defined in the UCC, perfection of a security interest by possession or control may only be accomplished by possession or control of such Counterpart. You agree not to raise as a defense to the enforcement of any Document that it was executed by electronic means by either party or transmitted to us by facsimile or other electronic means.

20. SURVIVAL. Your representations, warranties, indemnification obligations, and your obligations to pay or reimburse us for any taxes or any other amounts due by you with respect to a Lease, as such representations, warranties, and obligations are set forth in this Master Lease and any Lease, shall survive the expiration, cancellation or termination of this Master Lease and any Lease.

21. JURY TRIAL WAIVER; APPLICABLE LAW, VENUE. ALL PARTIES WAIVE ALL RIGHTS TO A TRIAL BY JURY IN ANY ACTION, SUIT, OR PROCEEDING ARISING OUT OF, IN CONNECTION WITH OR RELATING TO ANY EQUIPMENT, THIS MASTER LEASE, ANY LEASE, ANY OTHER DOCUMENT OR ANY TRANSACTION CONTEMPLATED HEREBY OR THEREBY. THIS MASTER LEASE AND EACH OTHER DOCUMENT WILL BE GOVERNED BY THE SUBSTANTIVE LAWS OF THE STATE OF IOWA, AND ANY LEGAL ACTION OR PROCEEDING MAY BE BROUGHT IN THE FEDERAL OR STATE COURTS OF IOWA. YOU AGREE THAT IN NO EVENT SHALL YOU HAVE A REMEDY OF, AND IN NO EVENT SHALL WE BE LIABLE TO YOU FOR, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OR PUNITIVE OR EXEMPLARY DAMAGES, AND YOU HEREBY EXPRESSLY WAIVE ANY RIGHT OR CLAIM TO PUNITIVE OR EXEMPLARY DAMAGES.

22. MISCELLANEOUS. If a court finds any provision of the Lease to be unenforceable, all other terms will remain in effect and enforceable. You authorize us to insert or correct missing or incorrect information on the Lease, including your proper legal name, serial numbers and any other information describing the Equipment. You have no right to terminate or prepay any Lease or any Payments. If you so request, and we permit, the early termination or prepayment of a Lease, you agree to pay a fee determined by us for such privilege. YOU HEREBY ACKNOWLEDGE AND CONFIRM THAT YOU HAVE NOT RECEIVED ANY LEGAL, TAX, FINANCIAL OR ACCOUNTING ADVICE FROM US OR ANY SUPPLIER. You shall furnish us with current financial statements, any other financial information and/or information regarding your business and its owners and affiliates as we may reasonably request from time to time. You agree to promptly execute and deliver to us such further documents, and take such further action as we may request, in order to carry out more effectively the intent and purpose of this Master Agreement and any Schedule and/or comply with laws or regulations applicable to us, you, the Equipment and/or the Lease. You acknowledge that we may incur out-of-pocket costs and expenses in connection with the transactions contemplated by each Lease, and accordingly agree upon our request to pay (or reimburse us for) the reasonable costs and expenses related to (a) filing any financing, continuation or termination statements; (b) any title and lien searches with respect to a Lease and the Equipment; (c) documentary stamp taxes relating to a Lease; and (d) procuring your and any Guarantor's certified charter documents and good standing certificates. Restrictive endorsements on checks you send to us will not reduce your obligations to us. We may charge you a return check or non-sufficient funds charge for any check that is returned by the bank for any reason (not to exceed the maximum amount permitted by law). You will notify us in advance of any proposed change in your legal name, your address, your type of legal entity or your state of incorporation or formation. Credit of your payments toward the amounts you owe on your Leases will not occur until final payment has cleared through your bank and may also be delayed if payment is not received at the correct payment address. You shall remit payments in the form of direct debit, wire transfers, or your company's checks. You agree that the fees and other amounts payable by you under this Master Lease and any Lease may include a profit to us. ANY AGREEMENT REACHED BY THE PARTIES ON THE SUBJECT MATTER HEREOF ARE CONTAINED IN THE MASTER LEASE AND THE APPLICABLE SCHEDULE, WHICH INCORPORATE THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES, EXCEPT AS THE PARTIES MAY LATER AGREE TO MODIFY IN A WRITING SIGNED BY US. ORAL AGREEMENTS OR COMMITMENTS TO MODIFY SUCH DOCUMENTS, OR TO FORBEAR FROM ENFORCING REPAYMENT OF THE SAME, ARE NOT ENFORCEABLE.

Equipment Schedule

FMV Purchase Option Lease

Wells Fargo Equipment Finance, Manufacturer and Dealer Finance
800 Walnut Street | 4th Floor | Des Moines, IA 50309

WELLS
FARGO

Equipment Schedule Number: 30
Master Agreement Number

dated as of August 24, 2023 to
dated as of August 24, 2023

Name and Address of Lessee:

LOWNDES COUNTY, GA
327 N Ashley St
Valdosta, GA 31601-5504

"Master Agreement" means that certain master agreement between you and us which has been assigned an account number corresponding to the Master Agreement Number referenced above. "Schedule" means this Equipment Schedule. "Lessee" means the above referenced entity or sole proprietorship and any other entity or sole proprietorship listed as a Lessee in the signature blocks below, and is also referred to as "you" and "your." Each entity that signs below as Lessee agrees that its liability in connection with this Schedule is joint and several. The terms and conditions of the Master Agreement are incorporated into this Schedule, and together, this Schedule and the Master Agreement as it relates to this Schedule, constitute a lease ("Lease") between us and you for the Equipment described in this Schedule, provided however, that if the Lessor named above is not the lessor named in the Master Agreement, then, for purposes of the Lease evidenced by this Schedule, all references to the "lessor", "we" or "us" in said Master Agreement shall be deemed to refer to the Lessor named above. "Payment" shall mean any "Payment" or "Lease Payment" as such term is defined in the applicable Master Agreement, and shall be in the amount set forth in Section B herein. Capitalized terms used but not defined herein shall have the meanings given to them in the Master Agreement.

A. EQUIPMENT. Pursuant to the terms of the Lease, we agree to acquire and lease to you the Equipment listed below:
 See attached Schedule A.

Equipment Location: 327 N Ashley St, Valdosta, GA 31601-5504

THE PARTIES INTEND THIS LEASE TO BE A "FINANCE LEASE" UNDER ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE ("UCC"). YOU WAIVE ALL RIGHTS AND REMEDIES CONFERRED UPON A LESSEE BY ARTICLE 2A OF THE UCC.

B. FINANCIAL TERMS

1. Term (No. of Months): 48	6. Purchase Option Price at end of Term (plus taxes): Fair Market Value
2. Payment: \$4,180.00 (plus applicable taxes)*	7. Approval Expiration Date: November 21, 2023
3. Frequency of Payment: Monthly (in Arrears)	
4. Administrative Fee: \$200.00 (will be billed on your first invoice)	
5. Lessee Purchase Order # (for invoicing purposes only):	

*In states assessing upfront sales tax and use tax, if you choose to include such tax amount as part of the Lease, your Payment, starting with the first invoice, will be adjusted to reflect such tax as a component of the total amount funded by us under this Lease. In other states, the applicable sales tax and use tax is charged on a periodic basis, and will be included on your invoice. **If you are exempt from paying sales and use tax you shall provide to us a valid exemption certificate prior to the Commencement Date.**

- C. APPROVAL EXPIRATION DATE.** If the Commencement Date does not take place on or before the Approval Expiration Date set forth above, we may either terminate the Schedule, in which case you will pay us all amounts we have paid on account of any Equipment, or extend the Approval Expiration Date, provided that in consideration of any such extension, we reserve the right to adjust the lease rate factor and your Payments to maintain our after tax economic yield and cash flow. However, no such modifications will be binding on you unless and until you execute the modified Schedule (or other document containing all such modifications).
- D. DEEMED ACCEPTANCE.** Notwithstanding anything to the contrary in the Master Agreement, the Equipment will be deemed accepted by you on the date the Equipment is delivered to you, or any later date that we designate, which will be the Commencement Date assuming that you satisfy all other pre-conditions to the Lease, as determined by us. You will have five days following the delivery of the Equipment to notify us in writing that you would like to reject the Equipment. We may require that you verify your acceptance of the Equipment by telephone or an executed certificate of acceptance.
- E. PURCHASE OPTION.** Provided no default exists hereunder, upon not less than 90 days nor more than 180 days, prior written notice to us, at Lease expiration you will either (1) return all, but not less than all, of the Equipment; or (2) purchase all, but not less than all, of the Equipment AS-IS AND WHERE-IS, WITHOUT ANY RECOURSE TO OR WARRANTY FROM US, EXPRESS OR IMPLIED, for cash equal to the Purchase Option Price, plus applicable sales and use and other taxes.
- F. HOLDOVER RENT.** If you do not purchase the Equipment at the end of the Term, extend the Term, or fully comply with the Lease return conditions, this Lease WILL CONTINUE ON A MONTH-TO-MONTH BASIS NOTWITHSTANDING ANY EXPIRATION, CANCELLATION OR TERMINATION OF THE TERM OF THIS LEASE and you will pay us the same Payments and other Lease charges as applied during the Term until the Equipment is returned to us or you pay us the applicable purchase price (plus applicable taxes) and the Payments shall be for the leasing of the Equipment and not be applied to the applicable purchase price. We may terminate such continued leasehold interest upon 30 days' notice to you.
- G. PROPERTY TAX ADMINISTRATION.** UNLESS THE EQUIPMENT IS TITLED, WE WILL FILE ALL PERSONAL PROPERTY TAX RETURNS COVERING THE EQUIPMENT AND WILL PAY THE PERSONAL PROPERTY TAXES LEVIED OR ASSESSED THEREON AND YOU WILL, PROMPTLY UPON DEMAND, PAY TO US, AS SUPPLEMENTAL RENT, AN AMOUNT EQUAL TO THE PROPERTY TAXES PAID BY US. IF THE EQUIPMENT IS TITLED, YOU AGREE TO FILE ALL PERSONAL PROPERTY TAX RETURNS ON THE APPLICABLE EQUIPMENT AND PROMPTLY PAY ALL PROPERTY TAXES WHICH MAY BE ASSESSED AGAINST SUCH EQUIPMENT, AND IF WE REQUEST, PROMPTLY PROVIDE US WITH PROOF OF SUCH PAYMENT. As compensation for our internal and external costs in the administration of taxes related to each unit of Equipment, you agree to pay us a tax administrative fee equal to \$12 per unit of Equipment (not to exceed 10 units of Equipment) per year during the Term, not to exceed the maximum permitted by applicable law.
- H. RETURN OF EQUIPMENT.** If (1) a default occurs and we terminate the Lease, (2) you do not purchase the Equipment at the end of the Term, (3) you

THIS SCHEDULE INCLUDES THE TERMS ON THE ATTACHED PAGE(S).

THIS SCHEDULE SHALL NOT BE EFFECTIVE UNLESS AND UNTIL EXECUTED BY US.

IN WITNESS WHEREOF, Lessee and Lessor have caused this Schedule to be executed by their duly authorized representatives as of the date first above written.

Lessor: **WELLS FARGO FINANCIAL LEASING, INC.**

Lessee: **LOWNDES COUNTY, GA**

nature of authorized signer

Signature of authorized signer

Print Name and Title

Print Name and Title

do not extend the Term, or (4) the Lease otherwise terminates, at your cost you will promptly (i) place the Equipment in good order and condition (except for ordinary wear and tear from normal use), (ii) cause the Equipment to be disassembled, deinstalled, inspected, tested and crated in accordance with the manufacturer's recommendations and any and all local, state and federal regulatory requirements then in effect, and (iii) immediately return the Equipment, freight and insurance prepaid, at your risk to any location and aboard any carrier we may designate in the continental United States. Any such Equipment will be accompanied by all accessories originally included with the Equipment, qualifies (if applicable) for continued maintenance under a manufacturer's service and maintenance contract, and includes the latest software release provided by the manufacturer or Supplier to you. You will continue to remit Payments until the first day of the month which follows the date the Equipment is received by us in the condition required by this Lease. You will pay us for any loss in value resulting from the failure to maintain the Equipment in accordance with the Lease and any Return Conditions described below or for damages incurred in shipping and handling.

Golf and Turf

In addition to the above provisions, you shall, at your expense, comply with the following return requirements. (a) At least 90 days and no more than 180 days prior to expiration or termination of the Lease: (i) ensure that the Equipment has been maintained, starts under its own power and is operating within manufacturer's specifications; and (ii) cause a manufacturer's representative or other qualified maintenance provider, acceptable to us, to perform a physical inspection and test of all the components and capabilities of the Equipment to ensure the Equipment conforms to the return provisions outlined herein. The results of the testing and appraisal, with necessary reconditioning, documenting that the Equipment meets the return conditions required herein are to be provided to us in a "Return Inspection Report" in form acceptable to us no later than 30 days prior to the return of the Equipment. In addition, if requested, you must make the Equipment available to us or our designee during regular working hours for a walk-around appraisal/inspection. If during such inspection the Equipment is found not to be in compliance with the above or any of the material or workmanship is found to be defective beyond ordinary wear and tear or the Equipment is not operating within manufacturer's specifications, then you shall make all necessary replacements and proper repairs at your expense, utilizing only original manufacturer approved parts and using generally accepted procedures to cause the Equipment to conform to the condition required herein. After corrective measures are completed, you will provide for a follow up inspection of the Equipment by the manufacturer's representative or other qualified maintenance provider as outlined in the preceding clause. (b) (i) **General Condition:** you will maintain the Equipment in a condition and manner suggested by the original manufacturer as required to validate any warranty, normal wear and tear expected. With respect to each unit, all components, covers, guards, parts, accessories and attachments for that item of Equipment must accompany the return properly installed, in good working order and with only minor sheet metal, plastic or cowling damage. No upholstery shall have any cut, tear or burn, there shall be no un-repaired damage to exterior or interior materials (including but not limited to, cabs, lights and other accessories) that exceeds \$250 and all decals, numbers, customer identification, glue and adhesives shall have been removed in a workmanlike manner, and so as to not detract from the overall paint and appearance of the Equipment. Frame and structural members shall be structurally sound, without breaks, bends or cracks. All motors must operate smoothly without overheating, leaking, excessive smoking and with all original components attached (i.e. muffler, starter, etc.). All controls, whether electronic, hydraulic, or manual, must operate per manufacturer's specifications. The electrical system will be in good operating condition with wiring free of cuts, breaks or cracks, and batteries being able to maintain a charge in accordance with the original manufacturer's specifications. No battery shall have any dead cells, cracked case or be inoperative. All units must be able to move through normal speed ranges in both forward and reverse with no slipping or grabbing, steer normally right and left in both forward and reverse gears and able to stop with its service brakes in a safe distance in all directions. All units returned will be cleaned and cosmetically acceptable and have no excessive wear requiring material component repair or replacement resulting from a failure to perform the recommended maintenance per the customer operation/maintenance manual. All rust and corrosion must be properly removed and/or treated. All material (i.e., dirt, refuse, asphalt, gravel, etc.) must be properly removed from the Equipment and disposed of in accordance with all applicable federal, state and local laws and regulations. All safety equipment must be in proper working order. All internal fluids such as lube oil and hydraulic fluids are to be filled at operating levels and all filler caps are to be secured. All oil and grease seals must contain the lubrication within the manufacturer's designed reservoir and fluid lines will be free of any leaks, cuts and cracks. (ii) **Tires/Wheels/Tracks:** All tires shall be matched by type and tread design as when originally delivered, free of any cracks, cuts, rips or patches and must be serviceable, with at least 50% remaining tread, and able to retain proper air pressure. (iii) **Hydraulics:** all hydraulic pumps, cylinders and hoses must be functional and not be bent, nicked, gouged or leaking. All cutting units lower, turn on, run, raise and shut off they are designed to do with all blades having at least 50% remaining life. (iv) **Battery Powered Golf Carts:** With respect to Equipment powered by lithium-ion batteries, at least 6 months but not more than 12 months prior to return of the Equipment, you will at your expense, provide a full performance report direct from the Battery Management System to determine if the batteries are eligible for warranty repair or replacement (i.e. that they maintain sufficient storage, output, etc.), and if so qualified, have the repair or replacement completed prior to return of the Equipment; further (1) each lithium-ion battery powered golf cart must be returned with batteries which are capable of sustaining a charge that will permit use of such Equipment for at least an 18 hole round, (2) batteries and chargers must be able to perform at 75% of rated capacity, and (3) all manufacturer warranties relating to the batteries must be fully transferable. (c) Each unit shall meet and conform to all applicable federal, state, and local health and safety laws and requirements, and, if applicable, have appropriate ANSI inspection certificates, permits and other certification necessary to operate the Equipment. Without limiting the foregoing, you shall maintain and provide to us written records of preventative maintenance and repairs, indicating date, and (hobbs) hour meter readings to show when such maintenance or repair work was performed. (d) YOU SHALL BE RESPONSIBLE TO RETURN THE EQUIPMENT FREE FROM CONTAMINATION OF ANY HAZARDOUS SUBSTANCE AND SHALL BE SOLELY RESPONSIBLE FOR ANY EXPENSES AND COSTS ASSOCIATED WITH THE CLEAN-UP THEREOF. FOR PURPOSES OF THIS LEASE, THE TERM "HAZARDOUS SUBSTANCE" SHALL MEAN AND INCLUDE ANY HAZARDOUS SUBSTANCE, HAZARDOUS WASTE, CONTAMINANT, TOXIC SUBSTANCE, AND/OR DANGEROUS GOODS WHICH IS/ARE REGULATED UNDER ANY ENVIRONMENTAL, HEALTH AND/OR SAFETY LAW, REGULATION, GUIDELINE, POLICY AND/OR BY-LAW, OR WHICH MAY FORM THE BASIS OF LIABILITY UNDER ANY SUCH LAW, REGULATION, GUIDELINE, POLICY AND/OR BY-LAW OR COMMON OR CIVIL LAW AND SHALL INCLUDE, WITHOUT LIMITATION, ASBESTOS, POLYCHLORINATED BIPHENYLS, UREA FORMALDEHYDE, AND/OR FLAMMABLE, EXPLOSIVE AND RADIOACTIVE SUBSTANCES.

I. TAX BENEFIT AND TAX INDEMNIFICATION. You agree that this Lease has been entered into on the assumption that we will be entitled to certain tax benefits available to the owner of the Equipment. You agree to indemnify us for the loss of any income tax benefits caused by your acts or omissions inconsistent with such assumption or the Lease. This indemnity continues beyond the expiration or other cancellation or termination of this Lease.

ALL TERMS AND CONDITIONS ON THIS SCHEDULE ARE BINDING UPON THE PARTIES HERETO. To the extent of any conflict or inconsistency between this Schedule and the Master Agreement, this Schedule will prevail, but only with respect to the Lease created hereunder. This Schedule is not binding or effective with respect to the Master Agreement or Equipment until executed on behalf of us and you by authorized representatives.

Non-Appropriation Addendum

WELLS
FARGO

Wells Fargo Equipment Finance, Manufacturer and Dealer Finance
800 Walnut Street | 4th Floor | Des Moines, IA 50309

Agreement Number

dated as of September 8, 2023

Name and Address of Customer:
LOWNDES COUNTY, GA
327 N Ashley St
Valdosta, GA 31601-5504

This Addendum (this "Addendum") between the above-referenced customer ("Customer") and WELLS FARGO FINANCIAL LEASING, INC. ("Company") is made and entered into as of the date of the financing arrangement corresponding to the account number set forth above (the "Agreement").

- 1. INCORPORATION AND EFFECT.** This Addendum is hereby made a part of, and incorporated into, the Agreement as though fully set forth therein. As modified or supplemented by the terms set forth herein, the provisions of the Agreement shall remain in full force and effect, provided that, in the event of a conflict between any provision of this Addendum and any provision of the Agreement, the provision of this Addendum shall control.
- 2. GOVERNMENTAL PROVISIONS.** Customer hereby represents, warrants and covenants to Company that: (a) Customer intends, subject only to the provisions of this Addendum, to remit to Company all sums due and to become due under the Agreement for the full term; (b) Customer's governing body has appropriated sufficient funds to pay all payments and other amounts due during Customer's current fiscal period; (c) Customer reasonably believes that legally available funds in an amount sufficient to make all payments for the full term of the Agreement can be obtained; and (d) Customer intends to do all things lawfully within its power to obtain and maintain funds from which payments due under the Agreement may be made, including making provision for such payments to the extent necessary in each budget or appropriation request submitted and adopted in accordance with applicable law. If Customer's governing body fails to appropriate sufficient funds to pay all payments and other amounts due and to become due under the Agreement in Customer's next fiscal period ("Non-Appropriation"), then (i) Customer shall promptly notify Company of such Non-Appropriation, (ii) the Agreement will terminate as of the last day of the fiscal period for which appropriations were received, and (iii) Customer shall return the Equipment to Company pursuant to the terms of the Agreement. Customer's obligations under the Agreement shall constitute a current expense and shall not in any way be construed to be a debt in contravention of any applicable constitutional or statutory limitations or requirements concerning Customer's creation of indebtedness, nor shall anything contained herein constitute a pledge of Customer's general tax revenues, funds or monies. Customer further represents, warrants and covenants to Company that: (a) Customer has the power and authority under applicable law to enter into the Agreement and this Addendum and the transactions contemplated hereby and thereby and to perform all of its obligations hereunder and thereunder, (b) Customer has duly authorized the execution and delivery of the Agreement and this Addendum by appropriate official action of its governing body and has obtained such other authorizations, consents and/or approvals as are necessary to consummate the Agreement and this Addendum, (c) all legal and other requirements have been met, and procedures have occurred, to render the Agreement and this Addendum enforceable against Customer in accordance with their respective terms, and (d) Customer has complied with all public bidding requirements applicable to the Agreement and this Addendum and the transactions contemplated hereby and thereby.
- INDEMNIFICATION.** To the extent Customer is or may be obligated to indemnify, defend or hold Company harmless under the terms of the Agreement, any such indemnification obligation shall arise only to the extent permitted by applicable law and shall be limited solely to sums lawfully appropriated for such purpose in accordance with Section 2 above.
- 4. REMEDIES.** To the extent Company's remedies for a Customer default under the Agreement include any right to accelerate amounts to become due under the Agreement, such acceleration shall be limited to amounts to become due during Customer's then current fiscal period.
- 5. CHOICE OF GOVERNING LAW.** Notwithstanding anything in the Agreement to the contrary, the Agreement and this Addendum shall be governed by, construed and enforced in accordance with the laws of the state in which the Customer is located.
- 6. MISCELLANEOUS.** This Addendum, together with the provisions of the Agreement not expressly inconsistent herewith, constitutes the entire agreement between the parties with respect to the matters addressed herein, and shall supersede all prior oral or written negotiations, understandings and commitments regarding such matters. Company may in its sole discretion, accept a photocopy, electronically transmitted, facsimile or other reproduction of this Addendum as the binding and effective record of this Addendum whether or not an ink signed copy hereof is also received by Company from Customer.
- 7. TERM; ANNUAL RENEWAL; TERMINATION.** Notwithstanding any provisions of the Agreement to the contrary, Customer's obligation to pay all amounts due under the Agreement, including but not limited to periodic rent payments, is subject to the terms of this Section. The Agreement shall be in effect for a Term consisting of an "Original Term," which commences on the date of Customer's acceptance of the Equipment (the "Commencement Date") and continues until the end of the calendar year in which such commencement date occurs, and for up to four subsequent "Additional Terms," each of which shall commence at the end of the Original Term or the preceding Additional Term (as applicable), and continue until the end of such calendar year, except for the "Final Additional Term," which, if exercised, shall terminate on the fourth anniversary of the Commencement Date (the "Absolute Termination Date"). The terms and conditions of the Agreement in effect for the Original Term shall be the same as those in effect for each Additional Term that goes into effect, and payments shall be due and payable during each such Additional Term as set forth in the Agreement. The word "Term" as used in the Agreement and this Addendum means the Original Term and all Additional Terms during which the Agreement is in effect.

Listed below are the aggregate amounts of periodic scheduled payments (exclusive of taxes, fees and other expenses which may be chargeable to Customer under the Agreement) for each calendar year during the anticipated Term (first of which is the "Original Term" and each subsequent term would be an "Additional Term"):

Total Periodic Scheduled Payments for Each "Year" of the Term:

<u>Original Term:</u> Commencement Date through December 31, 2023	\$8,360.00
<u>First Additional Term:</u> January 1, 2024, through December 31, 2024	\$50,160.00
<u>Second Additional Term:</u> January 1, 2025, through December 31, 2025	\$50,160.00
<u>Third Additional Term:</u> January 1, 2026, through December 31, 2026	\$50,160.00
<u>Final Additional Term:</u> January 1, 2027, through Absolute Termination Date	\$41,800.00

Pursuant to O.C.G.A. § 36-60-13(a), not less than 90 days before the end of the Original Term or any Additional Term, Customer may give written notice to Company of Customer's intention to discontinue the Agreement, and in such event the Agreement shall terminate and expire at the end of the Original Term or the Additional Term then in effect on the date of Customer's notice of discontinuation. If Customer does not timely give such notice, the Agreement shall be automatically renewed for the ensuing Additional Term. Customer's affirmative action to terminate the Agreement shall be by the passage of a specific ordinance or resolution so terminating the Agreement. It is expressly acknowledged that there shall be no automatic renewal of the Agreement beyond the Absolute Termination Date, and no affirmative action is required by Customer to terminate the Agreement as of such date.

IN WITNESS WHEREOF, Customer and Company have caused this Addendum to be executed by their duly authorized representatives as of the date first above written.

Company: **WELLS FARGO FINANCIAL LEASING, INC.**

Customer: **LOWNDES COUNTY, GA**

Signature of authorized signer

Signature of authorized signer

Print Name and Title

Print Name and Title

Insurance Form



Wells Fargo Equipment Finance, Manufacturer and Dealer Finance
800 Walnut Street | 4th Floor | Des Moines, IA 50309

Account Number

dated as of **August 24, 2023**

Name and Address of Customer:
LOWNDES COUNTY, GA
327 N Ashley St
Valdosta, GA 31601-5504

THIS FORM MUST BE COMPLETED BY THE CUSTOMER

DIRECTIONS: PLEASE COMPLETE THE FOLLOWING AND RETURN WITH YOUR SIGNED TRANSACTION DOCUMENTS. Send a completed copy of this form to your Insurance Provider.

1. PROPERTY INSURANCE CARRIER INFORMATION.

Name of Insurance Agency:	Name of Agent:
Mailing Address of Agency:	Phone Number of Agency:
Email Address of Agency:	Policy Number:

2. LIABILITY INSURANCE CARRIER INFORMATION.

Name of Insurance Agency:	Name of Agent:
Mailing Address of Agency:	Phone Number of Agency:
Email Address of Agency:	Policy Number:

IMPORTANT: Under the terms and conditions of your transaction, you are required to carry adequate insurance coverage on the leased/financed equipment. Make sure that your agent understands that you are financing or leasing the equipment and that your policy conforms with the following:

- Property or physical damage coverage for the replacement value of the equipment.
WELLS FARGO FINANCIAL LEASING, INC., its successors and assigns, must be named as Loss Payee. Maximum Deductible: \$25,000.00
- General Liability Coverage: Amounts of \$1,000,000.00 per Individual Occurrence/Combined Single Liability Limit for Property Damage and Bodily Injury.
WELLS FARGO FINANCIAL LEASING, INC., its successors and assigns, to be listed as additional insured. "Claims-Made Policies" are NOT acceptable.
- Insurance coverage to be applicable to all Equipment leased or financed by **WELLS FARGO FINANCIAL LEASING, INC.** and all accessories, accessions, replacements, additions, substitutions, add-ons and upgrades thereto, and any proceeds therefrom.

Remit via email to:

WFEFMDFGolfandTurf@wellsfargo.com

Remit via fax to:

Wells Fargo Financial Leasing, Inc., Attn: Golf and Turf Division
Fax: 866-336-8375

Please send an ACORD FORM 25, an ACORD FORM 27 or ACORD FORM 28 (as applicable) evidencing adequate insurance coverage to:

WELLS FARGO FINANCIAL LEASING, INC.
Attention: Insurance Department
PO Box 35702
Billings, MT 59107

By completing and returning this form to WELLS FARGO FINANCIAL LEASING, INC. ("Lessor/Lender"), you authorize Lessor/Lender to contact the insurance agencies identified above and further authorize the agencies to issue insurance certificates complying with the above requirements to Lessor/Lender.

Required Information Form



Wells Fargo Equipment Finance, Manufacturer and Dealer Finance
800 Walnut Street | 4th Floor | Des Moines, IA 50309

Account Number _____

dated as of **August 24, 2023**

DIRECTIONS: Complete the following information and return it with your signed documents. Please be sure to fill in all items; mark "N/A" as appropriate.
Customer Name: LOWNDES COUNTY, GA

Federal Tax ID Number: _____

Purchase Order Number (if required on invoice): _____ **Expiration Date:** _____

Billing Address: 327 N Ashley St, Valdosta, GA 31601-5504

Accounts Payable Contact (Required): _____

Email Address: _____ **Phone Number (Required):** _____

The Billing Address stated above is correct.

OR

Change the Billing Address to:

Street _____ City _____

State: _____ Zip Code: _____

Equipment Contact (to verify Equipment delivery and acceptance): _____

Email Address: _____ **Phone Number (Required):** _____

Equipment Location: 327 N Ashley St, Valdosta, GA 31601-5504

The Equipment Location stated above is correct. Indicate County the equipment is located in: _____

OR

Change the Equipment Location to:

Street _____ City _____

State _____ Zip Code _____ County _____

(If multiple locations, attach a list of equipment/VINs by City, State and County indicating where each piece of equipment or vehicle is located)

Sales/Use Tax

If you are tax exempt, we must have a copy of your exemption certificate prior to funding. Please forward a copy along with the return of the signed lease documents. If you are exempt and an exemption is not received, we are required to pay any required upfront sales tax (and you will reimburse us) or include tax on your monthly lease payment. Please indicate your tax status below:

I am EXEMPT and have enclosed my tax exemption certificate and/or resale certificate.

OR

I am NOT tax exempt.

To ensure timely processing of each payment invoice PLEASE MAKE YOUR PURCHASE ORDERS OUT TO WELLS FARGO FINANCIAL LEASING, INC.
Your invoice will be mailed approximately 30 days in advance of your payment due date.

Notice: To help the government fight the funding of terrorism and the money laundering activities, U.S. Federal law requires financial institutions to obtain, verify and record information that identifies each person (individuals or businesses) who opens an account. What this means for you: When you open an account or add any additional service, we will ask you for your name, address and taxpayer identification number that will allow us to identify you. We may also ask to see other identifying documents.

Wells Fargo Equipment Finance, Manufacturer and Dealer Finance
800 Walnut Street | 4th Floor | Des Moines, IA 50309

Name and Address of Lessee:

Lowndes County, GA
327 N Ashley St
Valdosta, GA 31601

Re: **Master Lease Agreement
INC.**

dated August 24, 2023 between **Lowndes County, GA** and **WELLS FARGO FINANCIAL LEASING,**

"Lessor" means Wells Fargo Financial Leasing, Inc. together with its successor and assigns, and is also referred to as "we", "us" and "our." "Lessee" means the above referenced entity or sole proprietorship and any other entity or sole proprietorship listed as a Lessee in the signature blocks below, and is also referred to as "you" and "your." This Amendment (this "Amendment") is entered into as of **September 12, 2023** between you and us in connection with that certain Master Lease Agreement No. **603-0284723** (the "Master Agreement"). The terms of this Amendment are hereby incorporated into the Master Agreement as though fully set forth therein. Capitalized terms used but not defined herein shall have meanings given to them in the Master Agreement.

For good and valuable consideration and intending to be legally bound, you and we agree as follows:

A. Amendment to the Master Agreement.

1. INDEMNITY. Section 7 is hereby amended and restated in its entirety as follows:

"Except to the extent directly caused by our gross negligence or willful misconduct, YOU AGREE TO DEFEND AND INDEMNIFY US FOR ALL LOSSES, DAMAGES, CLAIMS, LIABILITIES, OBLIGATIONS, SUITS, TOLLS, FEES, INJURIES, COSTS AND REASONABLE ATTORNEYS' FEES, OR THE LIKE, WHETHER BASED ON A THEORY OF NEGLIGENCE, TORT, STRICT LIABILITY OR OTHERWISE, INCURRED, CAUSED OR ASSERTED BY ANY PERSON, IN ANY MANNER RELATING TO THE LEASE OR THE EQUIPMENT including, without limitation, the manufacture, purchase, lease, financing, selection, ownership, delivery, possession, use, storage, operation, condition, maintenance, repair, return or other disposition thereof."

2. INSURANCE. Sentence 2 of Section 9 is hereby amended and restated in its entirety as follows:

"All insurance policies must be issued by insurance carriers rated A- or better by A.M. Best Company, must provide us with not less than 15 days' prior written notice of cancellation, non-renewal or amendment, and must provide deductible amounts acceptable to us."

3. DEFAULT. Sentences 1(f) of Section 12 which reads as the following, is hereby deleted and of no further force or effect:

"(f) you, any Guarantor, or any principal owner, member of a board of directors (or similar governing body), or senior officer of you or any Guarantor is convicted of a felony;"

4. DEFAULT. Sentence 1(h) of Section 12 is hereby amended and restated in its entirety as follows:

"(h) without our prior written consent, which consent shall not be unreasonably withheld, you or any Person that directly or indirectly controls you (1) experiences a change in control or material change in ownership (whether in one or multiple transactions), (2) transfers substantially all of your assets, (3) merges or consolidates with another Person, or (4) experiences a division or divisive merger;"

5. DEFAULT. Sentences 1(i)-(k) of Section 12 which reads as the following, are hereby deleted and of no further force or effect:

"(i) if you are a sole proprietorship or a partnership, you, or any partner, as applicable, die or have a guardian appointed; (j) any individual Guarantor dies or has a guardian appointed; (k) you or any Guarantor suffers a material adverse change in your or their financial condition; or"

6. REMEDIES. Sentence 1(g) of Section 13 is hereby amended and restated in its entirety as follows:

"(g) charge you for out-of-pocket expenses incurred in connection with the enforcement of our remedies including, without limitation, repossession, repair and collection costs, reasonable attorneys' fees and court costs;"

7. JURY TRIAL WAIVER; APPLICABLE LAW, VENUE. Sentences 2&3 of Section 21 are hereby amended and restated in their entirety as follows:

"THIS MASTER LEASE AND EACH OTHER DOCUMENT WILL BE GOVERNED BY THE SUBSTANTIVE LAWS OF THE STATE OF GEORGIA, AND ANY LEGAL ACTION OR PROCEEDING MAY BE BROUGHT IN THE FEDERAL OR STATE COURTS OF GEORGIA. BOTH PARTIES AGREE THAT, EXCEPT FOR YOUR INDEMNITY OBLIGATIONS UNDER THIS MASTER LEASE, NEITHER PARTY SHALL HAVE A REMEDY OF OR BE LIABLE TO THE OTHER PARTY FOR INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OR PUNITIVE OR EXEMPLARY DAMAGES, AND EACH PARTY EXPRESSLY WAIVES ANY RIGHT OR CLAIM TO PUNITIVE OR EXEMPLARY DAMAGES (EXCEPT TO THE EXTENT PAYABLE BY YOU PURSUANT TO YOUR INDEMNITY OBLIGATIONS UNDER THIS MASTER LEASE)."

8. **MISCELLANEOUS.** Sentence 8 of Section 22 is hereby amended and restated in its entirety as follows:

"You acknowledge that we may incur out-of-pocket costs and expenses in connection with the transactions contemplated by each Lease, and accordingly agree upon our request to pay (or reimburse us for the reasonable costs and expenses related to (a) documentary stamp taxes relating to a Lease; and (b) procuring your and any Guarantor's certified charter documents and good standing certificates."

B. **Limitations.** The amendments set forth herein are limited precisely as written and shall not be deemed to (a) be a consent to, or waiver or modification of, any other term or condition of the Master Agreement, or (b) prejudice any right or rights which we may now have or may have in the future under or in connection with the Master Agreement or any of the other documents referred to therein. Except as expressly modified hereby or by express written amendments thereof, the terms and provisions of the Master Agreement or any other documents or instruments executed in connection with the foregoing are and shall remain in full force and effect. In the event of a conflict between this Amendment and any of the foregoing documents, the terms of this Amendment shall be controlling.

C. **Entire Agreement.** This Amendment and the documents referred to herein represent your and our entire understanding regarding the subject matter hereof and supersede all of your and our prior and contemporaneous oral and written agreements with respect to the subject matter hereof.

D. **Counterparts.** This Amendment may be executed in any number of counterparts and by different parties on separate counterparts and all of such counterparts shall together constitute one and the same instrument. Except as expressly modified hereby, all terms and provisions of the Master Agreement shall remain in full force and effect. This Amendment is not binding or effective with respect to the Master Agreement until executed by your and our respective authorized representatives.

IN WITNESS WHEREOF, you and we have caused this Amendment to be executed by each of our respective duly authorized representatives as of the date first above written.

WELLS FARGO FINANCIAL LEASING, INC.

LESSEE: Lowndes County, GA

Signature of authorized signer

Signature of authorized signer

Print Name and Title

Print Name and Title

Date

Date



Wells Fargo Equipment Finance, Manufacturer and Dealer Finance
800 Walnut Street | 4th Floor | Des Moines, IA 50309

Name and Address of Lessee:

Lowndes County, GA
327 N Ashley St
Valdosta, GA 31601

Re: **EQUIPMENT SCHEDULE No. 603-0284723-000** between **Lowndes County, GA** and **WELLS FARGO FINANCIAL LEASING, INC.**

"Lessor" means WELLS FARGO FINANCIAL LEASING, INC. together with its successor and assigns, and is also referred to as "we", "us" and "our."
"Lessee" means the above referenced entity or sole proprietorship and any other entity or sole proprietorship listed as a Lessee in the signature blocks below, and is also referred to as "you" and "your." This Amendment (this "Amendment") is entered into as of **September 12, 2023** between you and us, and amends Equipment Schedule No. 603-0284723-000 by and between you and us (the "Schedule"), which incorporates the terms and conditions of that certain Master Lease Agreement (the "Master Agreement"). The terms and conditions of the Master Agreement are incorporated in to the Schedule and together constitute a lease (the "Lease") between you and us for the Equipment described in the Schedule. Capitalized terms used but not defined herein shall have meanings given to them in the Master Agreement.

For good and valuable consideration and intending to be legally bound, you and we agree as follows:

A. Amendment to the Schedule.

- 1. **TAX BENEFIT AND TAX INDEMNIFICATION.** Sentence 2 of Section 1 is hereby amended and restated in its entirety as follows:

"You will indemnify us for the loss of any income tax benefits in the event you (i) relocate or move any of the Equipment outside of the United States, (ii) sublease any Equipment or assign all or part of the Master Lease or any Lease to a tax-exempt entity as defined in Section 168 of the Internal Revenue Code, (iii) execute a certificate of acceptance for any Equipment which is not available for use at the time of such execution, (iv) pay any of the purchase price of the Equipment, other than any amount which is to be reimbursed in full by us, or (v) make modifications, addition or alterations to the Equipment which results in the such Equipment being classified as limited use property."

B. Limitations. The amendments set forth herein are limited precisely as written and shall not be deemed to (a) be a consent to, or waiver or modification of, any other term or condition of the Lease, or (b) prejudice any right or rights which we may now have or may have in the future under or in connection with the Lease or any of the other documents referred to therein. Except as expressly modified hereby or by express written amendments thereof, the terms and provisions of the Lease or any other documents or instruments executed in connection with the foregoing are and shall remain in full force and effect. In the event of a conflict between this Amendment and any of the foregoing documents, the terms of this Amendment shall be controlling.

C. Entire Agreement. This Amendment and the documents referred to herein represent your and our entire understanding regarding the subject matter hereof and supersede all of your and our prior and contemporaneous oral and written agreements with respect to the subject matter hereof.

D. Counterparts. This Amendment may be executed in any number of counterparts and by different parties on separate counterparts and all of such counterparts shall together constitute one and the same instrument. Except as expressly modified hereby, all terms and provisions of the Lease shall remain in full force and effect. This Amendment is not binding or effective with respect to the Lease until executed by your and our respective authorized representatives.

IN WITNESS WHEREOF, you and we have caused this Amendment to be executed by each of our respective duly authorized representatives as of the date first above written.

WELLS FARGO FINANCIAL LEASING, INC.

LESSEE: Lowndes County, GA

Signature of authorized signer

Signature of authorized signer

Print Name and Title

Print Name and Title

Date

Date

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: Mental Health Model Resolution for ACCG

DATE OF MEETING: September 26, 2023

Work Session/Regular Session

BUDGET IMPACT:

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: Adopting the Mental Health Model Resolution for ACCG

HISTORY, FACTS AND ISSUES: ACCG is strongly encouraging every county in the state to adopt a resolution urging the Governor and General Assembly to continue efforts to reform and improve mental health services for the citizens of Georgia.

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

RECOMMENDED ACTION: Board's Pleasure

DEPARTMENT: County Manager

DEPARTMENT HEAD: Paige Dukes

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

**RESOLUTION URGING THE GOVERNOR AND GENERAL ASSEMBLY OF
GEORGIA TO CONTINUE EFFORTS TO REFORM AND IMPROVE MENTAL
HEALTH SERVICES FOR THE CITIZENS OF GEORGIA**

WHEREAS, being the constitutional level of government closest to their constituents, Georgia counties are on the front lines of responding to mental health issues within the community as well as the development of mental health reform efforts; and

WHEREAS, the _____ County Board of Commissioners supports efforts designed to provide every citizen in need to have accessible, affordable, and adequate mental health services; and

WHEREAS, the _____ County Board of Commissioners is grateful for the efforts of Georgia's executive, legislative, and judicial branches in working towards mental health reform in recent years, such as the passage of HB 1013 (2022) and introduction of HB 520 (2023), Chief Justice Boggs's work on jail diversion initiatives, and Governor Kemp's commitment to expanding mental health resources in schools for children and young adults; and

WHEREAS, despite these prior steps and successes, the _____ County Board of Commissioners recognizes that there is still a tremendous amount of work for the citizens of _____ County and other citizens across Georgia to receive adequate healthcare for mental health and substance abuse disorders; and

NOW, THEREFORE, BE IT RESOLVED by the _____ County Board of Commissioners that _____ County government reaffirms its commitment to reforming and improving mental health services for its citizens and all citizens of the state of Georgia.

BE IT FURTHER RESOLVED, that the _____ County Board of Commissioners specifically urges the Governor and General Assembly to continue efforts in the 2024 Session of the Georgia General Assembly to enhance Georgia citizens' access to vital mental health services, including the provision of state budgetary funding for additional behavioral health crisis centers across the state, additional co-responder units, and other resources to assist those with mental health and substance abuse disorders.

BE IT FURTHER RESOLVED, that the Clerk to the Board of Commissioners is hereby directed to provide an executed copy of this Resolution to each member of the _____ County delegation to the Georgia Senate and Georgia House of Representatives and to the Association County Commissioners of Georgia.

SO RESOLVED, this _____ day of _____, 2023.

_____ **COUNTY BOARD OF COMMISSIONERS**

By: _____
_____, Chairman

ATTEST: _____
_____, Clerk to the Commission

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: Purchase of Wetland Credits for Shiloh Road Bridge Project

DATE OF MEETING: September 26, 2023

Work Session/Regular Session

BUDGET IMPACT: \$85,440.00

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: Purchase of Wetland Credits for Shiloh Road

HISTORY, FACTS AND ISSUES: As a part of the Shiloh Road Bridge Project, the construction will impact wetlands. As a result, Lowndes County will be required to purchase wetland credits from an approved Army Corp of Engineers wetland bank. Lowndes County will need a total of 7.12 wetland credits to finalize the wetland impact permit for this project. Wetland credits are available through Williams Investments, LLC at \$12,000.00 per credit. The total purchase price is \$85,440.00

OPTIONS: 1. Purchase 7.12 Wetland Credits from Williams Investments, LLC.
2. Redirect

RECOMMENDED ACTION: Approve

DEPARTMENT: Engineering

DEPARTMENT HEAD: Chad McLeod

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:



Williams Investments Company
1551 Jennings Mill Road
Suite 1400-B
Watkinsville, GA 30677

CC: Melissa R. Norris, TTL, Inc.

Estimate Date: 9/12/23
Subject: Shiloh Road NWP-14 Credit Estimate

Credit Source	Credit Classification	Credit Type	Quantity	Cost Per Credit	Total Cost
Cecil Bay	Wetland	Grandfathered	7.12	\$12,000.00	\$85,440.00
				\$	\$0.00
				\$	\$0.00
				\$	\$0.00
				Grand Total	\$85,440.00

TERMS

The pricing shown above will expire on 10/12/23. Pricing is subject to change prior to this expiration date if alternative banks are needed to satisfy the credit need. This estimate does not guarantee credit availability as credit inventories are subject to change daily. If you are interested in reserving credits for your project, please request a reservation invoice. Credits are only reserved once the reservation invoice is paid. A SOCA alone will not reserve credits. If you do not reserve credits, please contact us for final invoice prior to the expiration of this estimate and we will attempt to confirm that credits are still available from the selected mitigation banks. Prior to closing we will also need a copy of the approved permit to confirm that the credit purchase is consistent with the permit conditions.

Thank you,
RES Sales Team
GACredits@res.us
(706) 850-2171

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: FY25 5311 Regional Transit Resolution

DATE OF MEETING: September 26, 2023

Work Session/Regular Session

BUDGET IMPACT:

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: FY25 5311 Regional Transit Resolution

HISTORY, FACTS AND ISSUES: The Southern Georgia Regional Commission voted at their August 24th meeting to apply for the FY2025 5311 Rural Transportation Program Grant Funding from GDOT in order to continue operating the regional transit system on behalf of the participating local municipalities. The FY2025 grant application submission due date is October 31st, 2023.

Attached is a copy of the resolution authorizing the Chairman to sign all necessary forms for Lowndes County to opt into the regional transit program, and for the SGRC to apply to GDOT for the 5311 Grant Funding.

OPTIONS: 1) Board's Pleasure

2) Adopt the resolution authorizing the required documents to be signed for the SGRC's operation of the Regional 5311 Rural Transportation Program.

RECOMMENDED ACTION: Adopt

DEPARTMENT: Planning

DEPARTMENT HEAD: JD Dillard

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

Part C: Authorizing Resolution

The following two pages include an authorizing resolution that must be enacted by the governing body of the Applicant Organization and signed by the Chair of the County Commission, Mayor, or the head of the governing body as appropriate. Please complete the fillable fields on the resolution, then print and sign the designated fields. The authorizing resolution must be properly witnessed and notarized, including the date the notary's commission expires. The resolution should also be stamped with the notary seal as well as the seal of the county commission, city, or appropriate applicant jurisdiction. The certificate of the attesting officer must also be completed. A scanned copy of the completed, signed, and notarized Authorizing Resolution should be submitted as an attachment with the full application package.

RESOLUTION AUTHORIZING THE FILING OF AN APPLICATION WITH THE DEPARTMENT OF TRANSPORTATION, UNITED STATES OF AMERICA, AND GEORGIA DEPARTMENT OF TRANSPORTATION, FOR A GRANT UNDER TITLE 49 U.S.C., SECTION 5311.

WHEREAS, the Federal Transit Administration and the Georgia Department of Transportation are authorized to make grants to non-urbanized (rural) areas for mass transportation projects; and

WHEREAS, the contract for financial assistance will impose certain obligations upon Applicant, including the provision of the local share of project costs; and

WHEREAS, it is required by the United States Department of Transportation and the Georgia Department of Transportation in accordance with the provisions of Title VI of the Civil Rights Act of 1964, that in connection with the filing of an application for assistance under the Federal Transit Act, the applicant gives an assurance that it will comply with Title VI of the Civil Rights Act of 1964 and the United States Department of Transportation requirements thereunder; and

WHEREAS, it is the goal of the Applicant that Minority Business Enterprise (Disadvantaged Business Enterprise and Women's Business Enterprise) be utilized to the fullest extent possible in connection with this project, and that definitive procedures shall be established and administered to ensure that minority business shall have the maximum feasible opportunity to compete for contracts and purchase orders when procuring construction contracts, supplies, equipment contracts, or consultant and other services.

NOW THEREFORE, BE IT RESOLVED BY Lowndes County Board of Commissioners hereinafter referred to as the "Applicant",

1. That the Designated Official Southern Georgia Regional Commission, hereinafter referred to as the "Official, is authorized to execute and file an application on behalf of the Applicant, with the Georgia Department of Transportation, to aid in the purchase of bus transit vehicles and/or the planning, development, and construction of bus transit-related facilities pursuant to Section 5311 of the Federal Transit Act.
2. That the Official is authorized to execute and file such application and assurances, or any other document required by the U.S. Department of Transportation and the Georgia Department of Transportation effectuating the purpose of Title VI of the Civil Rights Act of 1964.
3. That the Official is authorized to execute and file all other standard assurances, or any other document required by the Georgia Department of Transportation or the U.S. Department of Transportation in connection with the application for public transportation assistance.
4. That the Official is authorized to execute grant contract agreements on behalf of the Applicant with the Georgia Department of Transportation.
5. That the Official is authorized to set forth and execute Minority Business Enterprise, DBE (Disadvantaged Business Enterprise) and WBE (Women Business Enterprise) policies and procedures in connection with the project's procurement needs as applicable.

6. That the applicant while making application to or receiving grants from the Federal Transit Administration will comply with FTA Circular 9040.1G, FTA Certifications and Assurances for Federal Assistance 2023 as listed in this grant application and General Operating Guidelines as illustrated in the Georgia State Management Plan.
7. That the applicant has or will have available in the General Fund the required non-federal funds to meet local share requirements for this grant application.

APPROVED AND ADOPTED this _____ day of _____, 2023.

Signature of Authorized Official

Name and Title of Authorized Official

Signed, sealed, and delivered this _____ day of _____, 2023 in the presence of

Witness

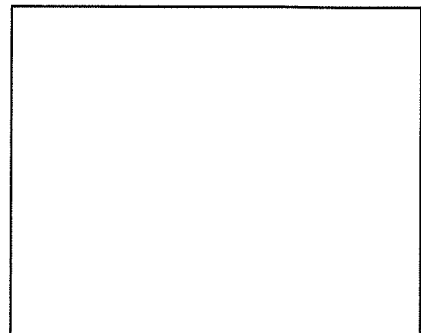
Notary Public/Notary Seal

CERTIFICATE

The undersigned duly qualified and acting County Clerk of Lowndes County, Georgia (*Title of Certifying/Attesting Official*) (*Applicant's Legal Name*) certifies that the foregoing is a true and correct copy of a resolution adopted at a legally convened meeting held on September 26, 2023.

Name of Certifying/Attesting Officer

Title of Certifying/Attesting Officer



LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: Grove Point Lift Station Access Road

DATE OF MEETING: September 26, 2023

Work Session/Regular Session

BUDGET IMPACT: \$222,377.49

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: Grove Point Lift Station Access Road

HISTORY, FACTS AND ISSUES: The Grove Point lift station is located at the end of Courtland Circle cul-de-sac. For years we have had issues getting to this site to perform the required maintenance due to the area bordering wetlands. Utilities and Engineering staff determined the only viable solution is to build a concrete drive and turn around area to the lift station. After additional consultation with Lovell Engineering and TTL, staff solicited bids for the project. Two bids were received, one from Rountree Construction for \$320,031.25 and one from Southland Contractors, Inc. for \$222,377.49. Both bids had minor clerical errors that did not affect the price. Rountree completed the unit cost schedule which included the total, but the proposal form was left blank. Southland failed to check the addenda acknowledgment sheet. However, their bid was submitted on the correct unit cost schedule provided in addenda one and the bid was submitted on the correct date and time provided in addenda two. Staff recommends approval and authorizes the Chairman to sign the contract with the low bidder, Southland Contractors, Inc. for \$222,377.49.

OPTIONS: 1. Approve
2. Board's Pleasure

RECOMMENDED ACTION: Approve

DEPARTMENT: Utilities

DEPARTMENT HEAD: Steve Stalvey

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: TIA 2023-05 Briggston Road Grading, Drainage, Base, and
Paving Bids

DATE OF MEETING: September 26, 2023

Work Session/Regular Session

BUDGET IMPACT: \$3,892,229.54

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: TIA 2023-05 Briggston Road Bids

HISTORY, FACTS AND ISSUES: Briggston Road is a TIA approved project, 4.06 miles long, located just north of Clyattville, and runs between Madison Highway and Old Clyattville Road. Bids were opened on September 7, 2023 and two bids were received.

- Reames and Son = \$3,892,229.54
- The Scruggs Company = \$3,898,891.90

OPTIONS: 1. Approve Reames and Son Construction as the low bidder and authorize the Chairman to sign the contract.
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: NC-TIA 2023-01 Rocky Hill Church Road Grading, Drainage,
Base, and Paving Bids

DATE OF MEETING: September 26, 2023

Work Session/Regular Session

BUDGET IMPACT: \$194,166.66

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: Rocky Hill Church Road Bids

HISTORY, FACTS AND ISSUES: Rocky Hill Church Road is approximately 0.14 miles long and is located off of Clyattstone Road. Bids were opened on September 14, 2023 and three bids were received.

- The Scruggs Company = \$194,166.66
- Southland Contractors = \$204,815.66
- Reames and Son = \$376,859.30

OPTIONS: 1. Approve The Scruggs Company as the low bidder and authorize the Chairman to sign the contract.
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: Fire Rescue Station 10 Pavement Resurfacing Bids

DATE OF MEETING: September 26, 2023

Work Session/Regular Session

BUDGET IMPACT: \$240,119.00

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: Fire Rescue Station 10 Pavement Resurfacing Bids

HISTORY, FACTS AND ISSUES: The Fire Rescue Station 10 pavement resurfacing includes removing approximately 6,578 sqft of asphalt and replacing it with concrete. The existing asphalt has deteriorated and can not stand up to heavy trucks any longer. Bids were opened September 14, 2023 and one bid was received from Rountree Construction Company in the amount of \$240,119.00.

OPTIONS: 1. Approve Rountree Construction Company as the low bidder and authorize the Chairman to sign the contract.
2. Redirect.

RECOMMENDED ACTION: Approve
Option 1

DEPARTMENT: Engineering

DEPARTMENT HEAD: Chad McLeod

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS: