



LOWNDES COUNTY BOARD OF COMMISSIONERS  
PROPOSED AGENDA  
WORK SESSION, MONDAY, DECEMBER 11, 2023  
REGULAR SESSION, TUESDAY, DECEMBER 12, 2023  
327 N. Ashley Street - 2nd Floor

**1. Call To Order**

**2. Invocation**

**3. Pledge Of Allegiance To The Flag**

**4. Introduction of the CASA Executive Director (Work Session)**

**5. Minutes For Approval**

- a. Work Session - November 13, 2023 & Regular Session - November 14, 2023

Recommended Action:

Documents:

**6. Appointments**

- a. Valdosta-Lowndes County Conference Center and Tourism Authority

Recommended Action: Board's Pleasure

Documents:

- b. Lowndes County Public Facilities Authority

Recommended Action: Board's Pleasure

Documents:

**7. For Consideration**

- a. Beer and Wine License - Mohammad Warraich of Bahagaywalia Corporation DBA Citgo - 4460 Shiloh Rd., Valdosta, GA

Recommended Action: Approve

Documents:

- b. Beer and Wine License - Neel Patel of Neel Om Ent LLC, DBA One Stop #4 - 5112 Clyattville Lake Park Rd., Valdosta, GA

Recommended Action: Approve

Documents:

- c. Set Qualifying Fees for the 2024 Elections

Recommended Action: Board's Pleasure

Documents:

- d. 2024 Holiday Schedule

Recommended Action: Board's Pleasure

Documents:

- e. Section 125 Plan Document Renewal for 2024

Recommended Action: Board's Pleasure  
Documents:

f. 2024 ACCG Workers' Compensation Insurance Renewal

Recommended Action: Board's Pleasure  
Documents:

g. 2024 Stop Loss Insurance Coverage Renewal

Recommended Action: Board's Pleasure  
Documents:

h. 2024 Commission Meeting Calendar

Recommended Action: Approve  
Documents:

i. Adoption of FY 2024 - 2025 Budget Calendar

Recommended Action: Adopt  
Documents:

j. Lowndes County Juvenile Accountability Court (LCJAC) FY24 Enhancement and Innovation Award

Recommended Action: Approve  
Documents:

k. UPS Replacement at the Naylor and Hahira Public Safety Radio System Tower Sites

Recommended Action: Approve  
Board's Pleasure  
Documents:

l. Expanding Board of Tax Assessors

Recommended Action: Board's Pleasure  
Documents:

m. Loan to Valdosta Housing Authority

Recommended Action: Adopt  
Documents:

**8. Bid**

a. Bid on 3 Roll-Up Doors for County Buildings

Recommended Action: Board's Pleasure  
Documents:

b. Bid for Security Services at the Human Resources Building

Recommended Action: Board's Pleasure  
Documents:

c. Moody AFB Emergency Backup Water Connection

Recommended Action: Approve  
Documents:

- d. New Elevated Water Tower located at 2650 James Road Extension  
Recommended Action: Approve  
Documents:

**9. Reports - County Manager**

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

**11. Adjournment**

LOWNDES COUNTY BOARD OF COMMISSIONERS  
COMMISSION AGENDA ITEM

SUBJECT: Valdosta-Lowndes County Conference Center and Tourism  
Authority

DATE OF MEETING: December 12, 2023

Work Session/Regular Session

BUDGET IMPACT:

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: Appoint/Reappoint Members

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HISTORY, FACTS AND ISSUES: The terms of Commissioner Joyce Evans and Mr. Michael Smith will expire December 31, 2023. Commissioner Evans and Mr. Smith have both expressed a desire to be reappointed.

OPTIONS: 1. Appoint/Reappoint Members.  
2. Board's Pleasure

RECOMMENDED ACTION: Board's Pleasure

DEPARTMENT: County Manager

DEPARTMENT HEAD: Paige Dukes

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

Print

**Lowndes County Board/Agency Appointee Information Sheet - Submission #147**

Date Submitted: 9/23/2023

Date:

9/23/2023

Board/Agency Applying For:

Conference Center & Tourism Authority

Last Name

smith

First Name

michael

Street Address

4033 Cane Mill Cir

City/State/Zip

Valdosta Ga 31602

Phone Number

Email Address

Occupation

Greater Valdosta United Way CEO

Professional Experience

I have owned multiple small businesses in Valdosta and Lowndes County, supported by tourism and highway traffic. I am now the CEO of Greater Valdosta United Way and understand the opportunities and challenges of Lowndes County and the region. I am a homeowner and own rental and commercial property in the County.

Knowledge & Skills

I have served on the Tourism Authority for six years and am the chair. There has been a lot of turnover in the Director and board chair positions in the last few years. The authority is moving positively, and the board leadership is vital. I want to continue to help grow tourism dollars into the County, increase tax revenue, and improve the Rainwater. I love our community and work well with community leaders and passionate about growing the region and helping Lowndes County stay the capital of South Georgia.

What knowledge or skills do you possess that would contribute to the Board/Agency to which you are requesting to be appointed?

Please list the Board/Agency that you have been or are currently a member of:

Tourism

**Extra Activities & Community Organizations**

Rotary, ACCC, Wiregrass Foundation board, South GA LEADS board, Homeless Task Force, Civic Roundtable, State board for Family Connections, AmeriCorps, Charter Schools of Georgia, Went through Leadership Lowndes in 09 and served on board 11-13

Please list any extracurricular activities and/or community organizations you are affiliated with.

LOWNDES COUNTY BOARD OF COMMISSIONERS  
COMMISSION AGENDA ITEM

SUBJECT: Lowndes County Public Facilities Authority

DATE OF MEETING: December 12, 2023

Work Session/Regular Session

BUDGET IMPACT:

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: Appointing/Reappointing Members

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HISTORY, FACTS AND ISSUES: The terms of Scott Purvis and Crawford Powell have expired. Mr. Purvis has expressed a desire to be reappointed. Mr. Powell is no longer in Lowndes County.

OPTIONS: 1. Appoint/Reappoint Member.  
2. Board's Pleasure

RECOMMENDED ACTION: Board's Pleasure

DEPARTMENT: County Manager

DEPARTMENT HEAD: Paige Dukes

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

LOWNDES COUNTY BOARD OF COMMISSIONERS  
COMMISSION AGENDA ITEM

SUBJECT: Beer and Wine License - Mohammad Warraich of Bahagaywalia Corporation DBA  
Citgo - 4460 Shiloh Rd., Valdosta, GA

DATE OF MEETING: December 12, 2023

Work  
Session/Regular  
Session

BUDGET IMPACT:

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: Beer & Wine License - Mohammad Warraich of Bahagaywalia Corporation  
DBA Citgo - 4460 Shiloh Rd., Valdosta, GA

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HISTORY, FACTS AND ISSUES: Mohammad Warraich of Bahagaywalia Corporation DBA Citgo - 4460 Shiloh Rd., Valdosta, GA, is requesting a license for the sale of beer and wine for consumption off premises. The establishment currently holds a license for the sale of beer for consumption off premises and is requesting to add wine. The ordinance and guidelines for approval of the license have been met. All forms are attached and upon approval by the Board the license will be granted.

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

RECOMMENDED ACTION: Approve

DEPARTMENT: Finance

DEPARTMENT HEAD: Stephanie Black

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:



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

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

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

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

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

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

Bahagaywalia Corporation

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

Citgo

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

N/A

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

Mohammad Waraich

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

4400 Shiloh Road Valdosta GA 31602

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

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

convenience store & Gas station selling beer & wine  
off premise

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

Church: 4313 N. Valdosta Rd Valdosta GA 31602

School, college or other educational facility or grounds: 4089 ValTech Rd Valdosta GA 31602

10. Has the Applicant or the establishment to be licensed been denied or had revoked an alcohol license by Lowndes County within the preceding twelve (12) months?  YES  NO

If yes, please explain. [Attach additional pages if more space needed]

11. Has the Applicant, any person identified in question 12 below, or any employee of the establishment for which licensure is being sought ever been refused a license related to alcohol or had such license suspended or revoked (either by Lowndes County or another jurisdiction)?  YES  NO

If yes, state the month and year of such occurrence, the jurisdiction, and the circumstances. [Attach additional pages if more space needed]

12. Type of Legal Entity applying for license:
- |  |   |
|--|---|
| <input type="checkbox"/> Individual                      | <input type="checkbox"/> Partnership            |
| <input type="checkbox"/> Joint Venture                   | <input checked="" type="checkbox"/> Corporation |
| <input type="checkbox"/> Firm                            | <input type="checkbox"/> Association            |
| <input type="checkbox"/> Limited Liability Company (LLC) |   |
| <input type="checkbox"/> Other: _____                    |   |

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

_____ Name	_____ Address
_____ Name	_____ Address
_____ Name	_____ Address
_____ Name	_____ Address

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

<u>    mohammad warraich    </u> President	<u>    4404 Wisteria Lane Valdosta GA 31602    </u> Address
_____ Vice President	_____ Address
_____ Secretary	_____ Address
_____ Treasurer	_____ Address
_____ Director	_____ Address
_____ Stockholder	_____ Address
_____ Stockholder	_____ Address
_____ Stockholder	_____ Address

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

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

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

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

Same owner, just changing license type  
adding wine to license

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

[X] YES [ ] NO

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

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

CERTIFICATION REGARDING APPLICATION

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

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

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

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

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

Submitted herewith is the sum of \$ 1400.00 [must be a cashier's check, money order, other certified funds, or cash] which includes the license fee for the year, or partial year, plus the administration fee. I understand that, should the Application be denied, I will receive a refund for the license fee only and that the administration fee is non-refundable.

[Signature]  
Signature of Individual Making this Application

Sworn to and subscribed before me  
this 2 day of Nov., 2023.

Date: 11-2-23

[Signature]  
Notary Public  
My Commission Expires: 12/03/2023  
TIFFANY A COLEMAN  
NOTARY PUBLIC  
LOWNDES COUNTY, GEORGIA  
12-03-2023

ATTACHMENT B

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

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

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

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

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

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

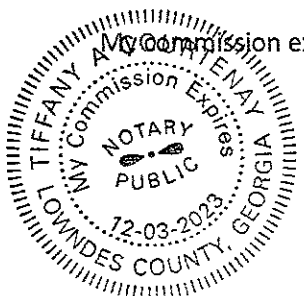
*[Signature]*  
Signature of Applicant

Mohammad Warraich  
Printed Name of Applicant

Sworn to and subscribed before me this 2 day of Nov, 2023

*[Signature]*  
Notary Public

My Commission expires: 12/03/2023.



ATTACHMENT D

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

By executing this affidavit, the undersigned private employer verifies its compliance with O.C.G.A. §36-60-6, stating affirmatively that the individual, firm or corporation employs fewer than eleven employees and therefore, is not required to register with and/or utilize the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. §13-10-90.

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

Bahagayulia Corporation  
Printed Name of Exempt Private Employer

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

Executed on Nov. 2, 2023 in Valdosta (city), GA (state).

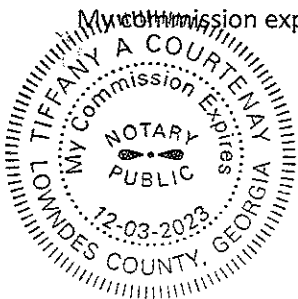
[Signature]  
\_\_\_\_\_  
Signature of Authorized Officer or Agent

Mohammad Warrach President  
Printed Name and Title of Authorized Officer or Agent

Sworn to and subscribed before me this 2 day of Nov, 2023.

[Signature]  
\_\_\_\_\_  
Notary Public

My commission expires: 12/03/2023





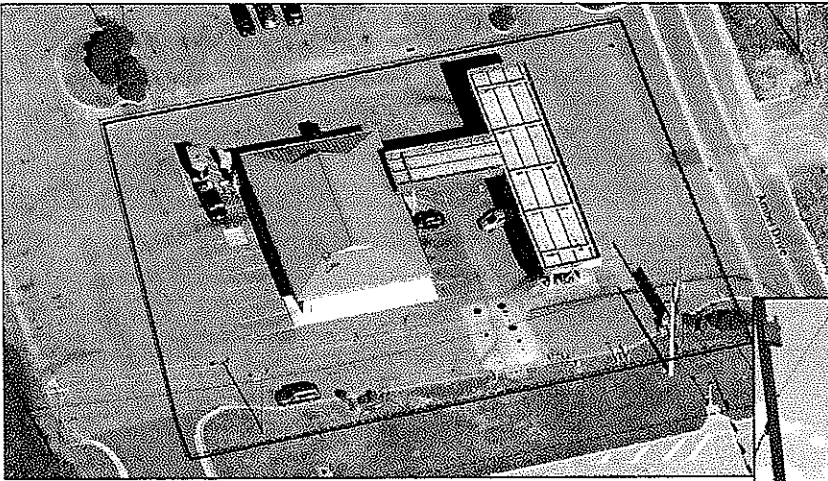
**APPENDIX A**

**FEES AND CHARGES**

1. Alcoholic beverage licenses fees shall be as follows:

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

4460 Shiloh Road



## Distance Check

Date: 11/15/2023

Establishment: Bahgaywalia Corporation dba Citgo

Address: 4460 Shiloh Road; Valdosta, Georgia 31602

Nearest School: Valwood School

Address: 4380 Hyy 41 N; Valdosta, Ga. 31602 Distance: 2.6 mi

Nearest Church: Valdosta Islamic Ctr.

Address: 4004 Coleman Rd N; Valdosta, Ga 31602 Distance: .7

Officer Assigned: K. Carter

Signature: *J. Kenneth Carter*

Comments: Using vehicle # 126-1

LOWNDES COUNTY BOARD OF COMMISSIONERS  
COMMISSION AGENDA ITEM

SUBJECT: Beer and Wine License - Neel Patel of Neel Om Ent LLC, DBA One Stop #4 - 5112  
Clyattville Lake Park Rd., Valdosta, GA

DATE OF MEETING: December 12, 2023

Work  
Session/Regular  
Session

BUDGET IMPACT:

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: Beer and Wine License - Neel Patel of Neel Om Ent LLC, DBA One Stop #4 -  
5112 Clyattville Lake Park Rd., Valdosta, GA

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HISTORY, FACTS AND ISSUES: Neel Patel of Neel Om Ent LLC, DBA One Stop #4 - 5112 Clyattville Lake Park Rd.,  
Valdosta, GA, is requesting a license for the sale of beer and wine for consumption off premises. The  
establishment currently holds a license for the sale of beer for consumption off premises and is requesting to  
add wine. The ordinance and guidelines for approval of the license have been met. All forms are attached and  
upon approval by the Board the license will be granted.

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

RECOMMENDED ACTION: Approve

DEPARTMENT: Finance

DEPARTMENT HEAD: Stephanie Black

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

# 01325273

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

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

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

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

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

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

Neel Om Enterprises LLC

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

One Stop #4

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

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

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

Neel Patel

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

5112 Chattahoochee Rd Lake Park GA 31601

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

N/A

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

Gas station / convenience store - selling beer & wine - Off premise

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

Church: Rehoboth Baptist Church - 4888 Rocky Ford Rd. Valdosta GA 31601

School, college or other educational facility or grounds: Cynthria Elementary School -  
3380 Madison Hwy. Valdosta GA 31601

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

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11. Type of Legal Entity applying for license:

<input type="checkbox"/> Individual	<input type="checkbox"/> Partnership
<input type="checkbox"/> Joint Venture	<input type="checkbox"/> Corporation
<input type="checkbox"/> Firm	<input type="checkbox"/> Association
<input checked="" type="checkbox"/> Limited Liability Company (LLC)	
<input type="checkbox"/> Other: _____	

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

_____ Name	_____ Address
_____ Name	_____ Address
_____ Name	_____ Address

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

_____ President	_____ Address
_____ Vice President	_____ Address
_____ Secretary	_____ Address
_____ Treasurer	_____ Address
_____ Director	_____ Address
_____ Stockholder	_____ Address
_____ Stockholder	_____ Address
_____ Stockholder	_____ Address

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

<u>Deel Patel 100%</u> Member Name	<u>510 Rose Point Cir. Valdosta GA 31605</u> Address
_____ Member Name	_____ Address
_____ Member Name	_____ Address
_____ Manager Name	_____ Address



\_\_\_\_\_  
Manager Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Officer Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Officer Name

\_\_\_\_\_  
Address

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

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

12. Has the applicant, any person listed in question 11 above, or any employee of the applicant's establishment ever been convicted of a felony? [ ] YES [✓] NO

13. Has the applicant, any person listed in question 11 above, or any employee of the applicant's establishment been convicted within the last five (5) years of a misdemeanor or of any other violation involving gambling, the Georgia Controlled Substances Act (or similar laws of another jurisdiction), prostitution, sex offenses, adult entertainment laws, rules or regulations, alcohol control laws, rules or regulations, or offenses involving moral turpitude? [ ] YES [✓] NO

14. Has the applicant executed a consent statement to allow all necessary investigation reports to be obtained and furnished to the licensor for the applicant, any person identified in question 11 above, or any employees in the applicant's establishment? (see attachment A) [✓] YES [ ] NO

15. If the establishment for which a license being sought is or was licensed under the Lowndes County Alcoholic Beverage Ordinance (or any previous ordinances or resolutions pertaining to alcoholic beverages) during the past three (3) years, present details of how the applicant has or will acquire the establishment, including on what terms and conditions. Further, describe in detail any familial, business, investment, debtor/creditor, or other relationship the applicant may have or have had during the past three

(3) years with the current or former licensee or establishment owner, and in each case with any person identified in question 11 above. [Attach additional pages if more space is needed]

Presently selling beer - Adding wine

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16. Has the individual making this application provided a signed and sworn Affidavit (see attachment B) verifying the applicant's lawful presence in the United States as required by O.C.G.A. § 50-36-1(f)(1)(B)?  YES [ ] NO

17. Has the individual making the application provided at least one "secure and verifiable document" as defined in O.C.G.A. § 50-36-2(b)(3): driver's license issued by one of the states or territories of the U.S. or Canada; U.S. or foreign passport; picture I.D. issued by one of the states or territories of the U.S.; U.S. Certificate of Citizenship or Naturalization; or U.S. Permanent Resident Card or Alien Registration Receipt Card?  YES [ ] NO

18. Has the individual making this application provided a signed and sworn Affidavit (see attachment C or D) verifying the applicant's registration with and utilization of the Federal Work Authorization Program and that the applicant is authorized to use such Federal Work Authorization Program (or evidence that it is not required) as defined in and required by O.C.G.A. § 36-60-6?  YES [ ] NO

19. Has the applicant provided a copy of a valid deed or a copy of a valid lease showing that the applicant has a leasehold interest sufficient for the applicant to operate a business or enterprise at the property on which the establishment is located?  YES [ ] NO

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

CERTIFICATION REGARDING APPLICATION

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

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

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

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

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

Submitted herewith is the sum of \$ 1400.00 [must be cash, cashier's check, money order, or other certified funds] which includes the license fee for the year, or partial year, plus the administration fee. I understand that, should the application be denied, I will receive a refund for the license fee only and that the administration fee is non-refundable.

N. J. [Signature]  
Signature of Individual Making this Application

Sworn to and subscribed before me  
this 17 day of Nov., 2023.

Date: Nov. 17, 2023

[Signature]  
Notary Public

My commission expires: 12/03/2023.



ATTACHMENT B

AFFIDAVIT PURSUANT TO O.C.G.A. § 50-36-1(f)(1)(B)  
VERIFYING STATUS  
FOR LOWNDES COUNTY PUBLIC BENEFIT APPLICATION

By executing this Affidavit under oath, as an applicant for a Lowndes County, Georgia Alcohol License, Occupation Tax Certificate (Business License), Fuel Pump Registration Permit, Special Event Permit, Letter of Authorization, or other "public benefit" as referenced in O.C.G.A. Section 50-36-1, I am stating the following with respect to the application therefore.

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

The undersigned applicant also hereby verifies that he or she is 18 years of age or older and has provided at least one secure and verifiable document, as required by O.C.G.A. § 50-36-2(b)(3), with this Affidavit.

The secure and verifiable document provided with this Affidavit can best be classified as:

Driver Lic.

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

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

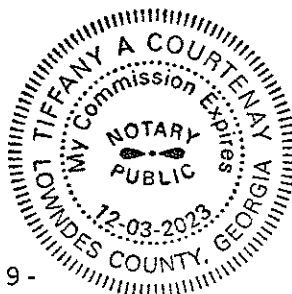
N. J. Patel  
Signature of Applicant

Neel Patel  
Printed Name of Applicant

Sworn to and subscribed before me this 17 day of Nov., 2023.

Tiffany A. Courtenay  
Notary Public

My commission expires: 12/03/2023



ATTACHMENT C

PRIVATE EMPLOYER AFFIDAVIT PURSUANT TO O.C.G.A. § 36-60-6(d)

By executing this affidavit under oath, the undersigned private employer verifies one of the following with respect to its application for a business license, occupational tax certificate, or other document required to operate a business as referenced in O.C.G.A. § 36-60-6(d):

**Section 1. Please check only one:**

(A) \_\_\_\_\_ On January 1st of the below-signed year, the individual, firm, or corporation employed more than ten (10) employees.<sup>1</sup>

\*\*\* If you select Section 1(A), please fill out Section 2 and then execute below.

(B)  On January 1st of the below-signed year, the individual, firm, or corporation employed ten (10) or fewer employees.

\*\*\* If you select Section 1(B), please skip Section 2 and execute below.

**Section 2.**

The employer has registered with and utilizes the federal work authorization program in accordance with the applicable provisions and deadlines established in O.C.G.A. § 36-60-6. The undersigned private employer also attests that its federal work authorization user identification number and date of authorization are as follows:

\_\_\_\_\_  
Name of Private Employer

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

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

-----  
I hereby declare under penalty of perjury that the foregoing is true and correct. Executed on Nov. 17, 2023 in Atlanta (city), GA (state).

N. Patel  
Signature of Authorized Officer or Agent

Neel Patel  
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME  
ON THIS THE 17 DAY OF Nov., 2023

Abhinav S. Chatterjee  
NOTARY PUBLIC

My Commission Expires: 12/03/2023

<sup>1</sup> To determine the number of employees for purposes of this affidavit, a business must count its total number of employees company-wide, regardless of the city, state, or country in which they are based, working at least 35 hours a week.

## APPENDIX A

### FEES AND CHARGES

1. Alcoholic beverage licenses fees shall be as follows:

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

## NON-CRIMINAL JUSTICE APPLICANT'S PRIVACY RIGHTS

As an applicant who is the subject of a Georgia and Federal Bureau of Investigation (FBI) national fingerprint/biometric-based criminal history check for a noncriminal justice purpose (such as an application for employment or a license, an immigration or naturalization matter, security clearance, or adoption), you have certain rights which are discussed below. All notices must be provided to you in writing. These obligations are pursuant to the Privacy Act of 1974, Title 5, United States Code (U.S.C.) Section 552a, and Title 28 Code of Federal Regulation (CFR), 50.12, among other authorities.

- You must be provided an adequate written FBI Privacy Act Statement (dated 2013 or later) when you submit your fingerprints and associated personal information. This Privacy Act Statement must explain the authority for collecting your fingerprints and associated information and whether your fingerprints and associated information will be searched, shared or retained.
- You must be advised in writing of the procedures for obtaining a change, correction, or update of your FBI criminal history record as set forth at 28 CFR 16.34.
- You must be provided the opportunity to complete or challenge the accuracy of the information in your FBI criminal history record (if you have such a record).
- If you have a criminal history record, you should be afforded a reasonable amount of time to correct or complete the record (or decline to do so) before the officials deny you the employment, license, or other benefit based on the information in the FBI criminal history record.
- If agency policy permits, the officials may provide you with a copy of your FBI criminal history record for review and possible challenge. If agency policy does not permit it to provide you a copy of the record, you may obtain a copy of the record by submitting fingerprints and a fee to the FBI. Information regarding this process may be obtained at <https://www.fbi.gov/services/cjis/identity-history-summary-checks> and <https://www.edo.cjis.gov>. You may find information regarding how to obtain a copy of your Georgia criminal history record on the GBI website: <https://gbi.georgia.gov/services/obtaining-criminal-history-recordinformation-frequently-asked-questions>.
- If you decide to challenge the accuracy or completeness of your FBI criminal history record, you should send your challenge to the agency that contributed the questioned information to the FBI. Alternatively, you may send your challenge directly to the FBI by submitting a request via <https://www.edo.cjis.gov>. The FBI will then forward your challenge to the agency that contributed the questioned information and request the agency to verify or correct the challenged entry. Upon receipt of an official communication from that agency, the FBI will make any necessary changes/corrections to your record in accordance with the information supplied by that agency. (See 28 CFR 16.30 through 16.34.) If the disputed arrest occurred in the State of Georgia, you may send your challenge directly to the GCIC. Contact information for the GCIC can be found at <https://gbi.georgia.gov/services/obtaining-criminal-history-record-information-frequently-askedquestions>.
- You have the right to expect that officials receiving the results of the criminal history record check will use it only for the authorized purposes and will not retain or disseminate it in violation of federal statute, regulation or executive order, or rule, procedure or standard established by the National Crime Prevention and Privacy Compact Council.

Signature



Date

11/17/2023

## Privacy Act Statement

*This privacy act statement is located on the back of the FD-258 fingerprint card.*

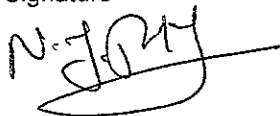
Authority: The FBI's acquisition, preservation, and exchange of fingerprints and associated information is generally authorized under 28 U.S.C. 534. Depending on the nature of your application, supplemental authorities include Federal statutes, State statutes pursuant to Pub. L. 92-544, Presidential Executive Orders, and federal regulations. Providing your fingerprints and associated information is voluntary; however, failure to do so may affect completion or approval of your application.

Principal Purpose: Certain determinations, such as employment, licensing, and security clearances, may be predicated on fingerprint-based background checks. Your fingerprints and associated information/biometrics may be provided to the employing, investigating, or otherwise responsible agency, and/or the FBI for the purpose of comparing your fingerprints to other fingerprints in the FBI's Next Generation Identification (NGI) system or its successor systems (including civil, criminal, and latent fingerprint repositories) or other available records of the employing, investigating, or otherwise responsible agency. The FBI may retain your fingerprints and associated information/biometrics in NGI after the completion of this application and, while retained, your fingerprints may continue to be compared against other fingerprints submitted to or retained by NGI. Routine Uses: During the processing of this application and for as long thereafter as your fingerprints and associated information/biometrics are retained in NGI, your information may be disclosed pursuant to your consent, and may be disclosed without your consent as permitted by the Privacy Act of 1974 and all applicable Routine Uses as may be published at any time in the Federal Register, including the Routine Uses for the NGI system and the FBI's Blanket

Routine Uses. Routine uses include, but are not limited to, disclosures to: employing, governmental or authorized non-governmental agencies responsible for employment, contracting, licensing, security clearances, and other suitability determinations; local, state, tribal, or federal law enforcement agencies; criminal justice agencies; and agencies responsible for national security or public safety.

As of 02/04/2021

Signature

A handwritten signature in black ink, appearing to be "N. J. [unclear]", written over a horizontal line.

Date

11/17/2023



5112 Clyattville Lake Park Road



Distance Check

Date: November 30, 2023

Establishment: NEEL OM ENT LLC. DBA ONE STOP #4

Address: 5112 CLYATTVILLE LAKE PARK RD


Nearest School: Clyattville Elementary School

Address: 5386 Madison Highway Distance: 3,400 feet

Nearest Church: Clyattville Baptist Church

Address: 5316 Madison Highway Distance: 1,100 feet

Officer Assigned: Loren Williams

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

Comments:

LOWNDES COUNTY BOARD OF COMMISSIONERS  
COMMISSION AGENDA ITEM

SUBJECT: Set Qualifying Fees for the 2024 Elections

DATE OF MEETING: December 12, 2023

Work Session/Regular Session

BUDGET IMPACT:

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: Setting Qualifying Fees

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HISTORY, FACTS AND ISSUES: State statute requires the governing authority of any county or municipality, to fix and publish a qualifying fee for each county or municipal office to be filled in the upcoming primary or election.

<b>County Office</b>	<b>Qualifying Fee</b>
County Commissioner	\$450.00
Commission Chairman	\$600.00
Sheriff	\$2,891.46
Clerk of Court	\$2,591.46
Coroner	\$2,227.23
Solicitor	\$3,884.19
State Court Judge	\$4,073.71
Magistrate Court Judge	\$2,643.29
Probate Court Judge	\$2,591.46
Tax Commissioner	\$2,591.46

- OPTIONS: 1. Set and publish qualifying fees as required by law and approve the resolution.  
2. Board's Pleasure

RECOMMENDED ACTION: Board's Pleasure

DEPARTMENT: County Manager

DEPARTMENT HEAD: Paige Dukes

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

**A RESOLUTION OF THE LOWNDES COUNTY BOARD OF COMMISSIONERS  
SETTING THE QUALIFYING FEES FOR ELECTED COUNTY OFFICES FOR 2024**

**WHEREAS**, the Board of Commissioners is the governing authority for Lowndes County, Georgia; and

**WHEREAS**, the Board of Commissioners is required by O.C.G.A. 21-2-131, to set and publish qualifying fees for county offices no later than February 1 of any year in which a general primary, nonpartisan election, or general election is to be held; and

**WHEREAS**, the qualifying fee is required to be 3% of the base salary (excluding supplements, cost of living adjustment and longevity increases) for the offices shown below except for Coroner, Solicitor, and State Court Judge;

**NOW THEREFORE BE IT RESOLVED**, the Lowndes County Board of Commissioners hereby approves the qualifying fees for elected offices for 2024 as follows:

<b>County Office</b>	<b>Qualifying Fee</b>
County Commissioner	\$450.00
Commission Chairman	\$600.00
Sheriff	\$2,891.46
Clerk of Court	\$2,591.46
Coroner	\$2,227.23
Solicitor	\$3,884.19
State Court Judge	\$4,073.71
Magistrate Court Judge	\$2,643.29
Probate Court Judge	\$2,591.46
Tax Commissioner	\$2,591.46

**BE IT FURTHER RESOLVED**, these qualifying fees shall be published in the legal organ of the county as required by law.

This 12th Day of December, 2023.

Lowndes County Board of Commissioners

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

ATTEST:

\_\_\_\_\_  
Belinda C. Lovern, County Clerk

LOWNDES COUNTY BOARD OF COMMISSIONERS  
COMMISSION AGENDA ITEM

SUBJECT: 2024 Holiday Schedule

DATE OF MEETING: December 12, 2023

Work Session/Regular Session

BUDGET IMPACT:

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: Approval of the 2024 Holiday Schedule

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HISTORY, FACTS AND ISSUES: In accordance with the Lowndes County Personnel Policy, the 2024 Holiday Schedule is being presented for the Commission's consideration. Lowndes County currently observes ten (10) holidays that span a total of 12 working days.

OPTIONS: 1. Approve the 2024 Holiday Schedule in accordance with the current Lowndes County Personnel Policy.  
2. Board's Pleasure

RECOMMENDED ACTION: Board's Pleasure

DEPARTMENT: Human Resources

DEPARTMENT HEAD: Kevin Beals

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:



## Memorandum

**To:** All Agencies  
**From:** Human Resources  
**Date:** December 12, 2023  
**Subject:** ***2024 Holiday Schedule***

According to the Lowndes County Personnel Manual, the holiday schedule for 2024 is as follows:

Monday	January 01, 2024	New Year's Day
Monday	January 15, 2024	Martin Luther King Birthday
Friday	March 29, 2024	Good Friday
Monday	May 27, 2024	National Memorial Day
Wednesday	June 19, 2024	Juneteenth
Thursday	July 4, 2024	Independence Day
Monday	September 2, 2024	Labor Day
Monday	November 11, 2024	Veterans Day
Thursday	November 28, 2024	Thanksgiving Day
Friday	November 29, 2024	Thanksgiving Holiday
Tuesday	December 24, 2024	Christmas Eve
Wednesday	December 25, 2024	Christmas Day
Wednesday	January 1, 2025	New Year's Holiday – (2025)

LOWNDES COUNTY BOARD OF COMMISSIONERS  
COMMISSION AGENDA ITEM

SUBJECT: Section 125 Plan Document Renewal for 2024

DATE OF MEETING: December 12, 2023

Work Session/Regular Session

BUDGET IMPACT: N/A

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: Adoption of the Section 125 Plan Document for 2024

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HISTORY, FACTS AND ISSUES: The Section 125 Cafeteria Plan is a premium only plan (POP) that provides for a pre-tax premium deduction on qualified health plans for our employees. This plan adoption renewal for 2024 is necessary in order to comply with IRS Regulations - Section 125.

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

OPTIONS: 1. Adopt the Section 125 Premium Only Plan for 2024 and authorize the Chairman to sign the Certificate of Resolution and Adoption Agreement.  
2. Board's Pleasure

RECOMMENDED ACTION: Board's Pleasure

DEPARTMENT: Human Resources

DEPARTMENT HEAD: Kevin Beals

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

LOWNDES COUNTY BOARD OF COMMISSIONERS  
COMMISSION AGENDA ITEM

SUBJECT: 2024 ACCG Workers' Compensation Insurance Renewal

DATE OF MEETING: December 12, 2023

Work Session/Regular Session

BUDGET IMPACT: \$171,593.00

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: Approve 2024 ACCG Workers' Compensation Insurance Renewal

---

HISTORY, FACTS AND ISSUES: Lowndes County participates in the ACCG-GSIWCF (Group Self Insurance Workers Compensation Fund) Insurance Program. This non-profit program began in 1982 with 11 counties and has grown to 168 counties and authorities throughout the State of Georgia. It should be noted that the ACCG-GSIWCF Board of Trustees has approved an overall 8.4% rate decrease for 2024.

The 2024 Renewal premium for Lowndes County is \$190,006.00. However, due to a dividend credit of \$18,413.00, the total premium due is \$171,593.00. It should also be noted that Lowndes County's safety/loss control program has also contributed to a 7.5% reduction on our premium, which was equal to a savings of \$15,406.00.

OPTIONS: 1. Approve 2024 ACCG Workers' Compensation Insurance Renewal  
2. Board's Pleasure

RECOMMENDED ACTION: Board's Pleasure

DEPARTMENT: Human Resources

DEPARTMENT HEAD: Kevin Beals

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:



LOWNDES COUNTY BOARD OF COMMISSIONERS  
COMMISSION AGENDA ITEM

SUBJECT: 2024 Stop Loss Insurance Coverage Renewal

DATE OF MEETING: December 12, 2023

Work Session/Regular  
Session

BUDGET IMPACT: \$1,458,537.00

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: Approve Stop Loss Insurance Coverage renewal through HM Insurance Group for 2024.

---

HISTORY, FACTS AND ISSUES: The Lowndes County Health Benefit Plan is a self-funded program that is administered through Allied Benefits (third party administrator) using the Blue Cross Blue Shield Network of Georgia. Stop loss insurance is a form of excess risk coverage that provides protection for Lowndes County against a high claim on any one individual.

EPIC Brokers & Consultants represents Lowndes County as our Health Insurance Broker. Each year EPIC markets the County's Stop Loss Insurance Coverage in an effort to capture the best available rates for the employee health benefit plan. Marketing results indicate that HM Insurance Group is currently offering Lowndes County the lowest available rates for the upcoming 2024 plan year.

OPTIONS: 1. Approve the Stop Loss Insurance Coverage renewal through HM Insurance Group for 2024.  
2. Board's Pleasure

RECOMMENDED ACTION: Board's Pleasure

DEPARTMENT: Human Resources

DEPARTMENT HEAD: Kevin Beals

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

LOWNDES COUNTY BOARD OF COMMISSIONERS  
COMMISSION AGENDA ITEM

SUBJECT: 2024 Commission Meeting Calendar

DATE OF MEETING: December 12, 2023

Work Session/Regular Session

BUDGET IMPACT:

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: 2024 Commission Meeting Calendar

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HISTORY, FACTS AND ISSUES: The calendar provided for the Commission's review has listed the commission meeting dates for 2024. The Commission is asked to review and approve the 2024 Commission Meeting Calendar.

OPTIONS: 1. Approve  
2. Board's Pleasure

RECOMMENDED ACTION: Approve

DEPARTMENT: County Manager

DEPARTMENT HEAD: Paige Dukes

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

**Commission Meeting  
Schedule & Holidays**

**2024**

**Meeting Dates**

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

**Holidays**

- January 1 - New Year's Day
- January 15 - MLK Birthday
- March 29 - Good Friday
- May 27 - Memorial Day
- June 19 - Juneteenth
- July 4 - Independence Day
- September 2 - Labor Day
- November 11 - Veterans Day
- November 28 - Thanksgiving Day
- November 29 - Thanksgiving Holiday
- December 24 - Christmas Eve
- December 25 - Christmas Day

**ACCG Annual Conf. - April 25th - 28th**



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

LOWNDES COUNTY BOARD OF COMMISSIONERS  
COMMISSION AGENDA ITEM

SUBJECT: Adoption of FY 2024 - 2025 Budget Calendar

DATE OF MEETING: December 12, 2023

Work Session/Regular Session

BUDGET IMPACT:

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: Adoption of FY 2024 - 2025 Budget Calendar

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HISTORY, FACTS AND ISSUES: As a part of the annual budget process, the Board of Commissioners is required to adopt a formal budget calendar for the coming year. This calendar serves as a guide and provides milestones for the budget process. While there is some flexibility built into the calendar, the most important dates fall at the end. A budget must be adopted prior to June 30 and there are specific advertising and meeting requirements that must be met.

OPTIONS: 1. Adopt the Budget Calendar as presented.  
2. Board's Pleasure

RECOMMENDED ACTION: Adopt

DEPARTMENT: Finance

DEPARTMENT HEAD: Stephanie Black

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

**Budget Calendar**  
**Fiscal Year 2024 - 2025**

Personnel Requests Forms Sent to Elected Officials and Department Heads 10/26/23

Manager's Budget Letter to Elected Officials, Department Heads and Outside Agencies 12/08/23

Finance Issues Budget Packages Electronically to Elected Officials, Department Heads and Outside Agencies 12/08/23

Finance Offers Preliminary Budget Meetings to Answer Questions Regarding Completion of Budget Packages 12/11/23 - 2/9/24

Personnel Requests Including New Positions and Upgrades Due to Human Resources 12/22/23

Human Resources Determines the Cost of Any Personnel Requests 12/22/23 - 2/9/24

Packages Due Back to Finance 02/16/24

Commission Planning Retreat Feb/March

Finance Enters All Requests into the Budgeting Software and Clarifies Any Requests 2/19/24 - 2/23/24

Human Resources Prepares a Payroll Budget Based on Position Requests and Direction from the Board 02/23/24

Finance Makes the Initial Revenue Projections 2/19/24 - 2/23/24

Budget Committee Meets With All Elected Officials, Department Heads and Outside Agencies to Discuss Their Budgets March/April

Budget Committee Finalizes Budget Recommendations 04/26/24

Board of Commissioners Hold Work Sessions to Review the Proposed Budgets and Make Recommendations May

Public Hearing on the Budget 06/11/24

Adoption of the Budget

06/25/24

LOWNDES COUNTY BOARD OF COMMISSIONERS  
COMMISSION AGENDA ITEM

SUBJECT: Lowndes County Juvenile Accountability Court (LCJAC) FY24 Enhancement and Innovation Award

DATE OF MEETING: December 12, 2023

Work  
Session/Regular  
Session

BUDGET IMPACT: \$1,473.00

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: Acceptance of FY24 Enhancement Grant Award for the Lowndes County Juvenile Accountability Court

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

LCJAC is funded through a reimbursable State Grant. To receive funding through said grant, LCJAC must secure a cash match from Lowndes County. This year's enhancement grant match amount is \$1,473.00 (Enhancement and Innovation Award Budget attached ).

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

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

RECOMMENDED ACTION: Approve

DEPARTMENT: Juvenile Accountability Court

DEPARTMENT HEAD: Geoffrey Martin

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

## FY24 Enhancement and Innovation Award Budget

Court Name

Lowndes County Juvenile Accountability Court

Budget Worksheet Category	Line Item	Total Requested
Personnel		\$0
Contract Services	Mental Wealth Center 10,800.00	\$10,800
Drug Testing Supplies		\$0
Supplies /Other Costs		\$0
Equipment		\$0
In State Training and Travel		
Transportation Funding		\$0
<b>Total Budget Request:</b>		<b>\$10,800</b>

Match:

\$1,473

**Funding Committee Note:**

Fund request without food expenses. Food cannot be provided per CJCC.



OFFICE OF THE GOVERNOR  
CRIMINAL JUSTICE COORDINATING COUNCIL  
ENHANCEMENT & INNOVATION SUBGRANT AWARD  
ACCOUNTABILITY COURT GRANT

SUBGRANTEE: Lowndes County BOC SUPPLEMENTAL STATE FUNDS: \$10,800

IMPLEMENTING AGENCY: Lowndes County Juvenile Court

PROJECT NAME: ACCOUNTABILITY COURT

SUBGRANT NUMBER: A24-8-036

GRANT PERIOD: 01/01/24-6/30/24

This award is made under the Accountability Courts State of Georgia Grant program. The purpose of the Accountability Court Grants program is to make grants to local courts and judicial circuits to establish specialty courts or dockets to address offenders arrested for drug charges or mental health issues. This grant program is subject to the administrative rules established by the Criminal Justice Coordinating Council.

This Subgrant shall become effective on the beginning date of the grant period, provided that a properly executed original of this "Subgrant Award" is returned to the Criminal Justice Coordinating Council by December 29,2023.

**AGENCY APPROVAL**

**SUBGRANTEE APPROVAL**

*Steven Hatfield*

\_\_\_\_\_  
Steven Hatfield, Deputy Director  
Criminal Justice Coordinating Council

\_\_\_\_\_  
Signature of Authorized Official

Date Executed: 01/01/24

\_\_\_\_\_  
Typed Name & Title of Authorized Official

\_\_\_\_\_  
Employer Tax Identification Number(EIN)

**Enhancement & Innovation Grant Proposal 2023 (FY24)**  
**Lowndes County Accountability Court**  
**PROJECT NARRATIVE**

**In September 2020, Lowndes County began the operation of a juvenile drug court. The court is named the Lowndes County Juvenile Accountability Court and is overseen by Judge James Tunison Jr. Initially, the court was completely funded by Lowndes County Board of Commissioners (\$55,000 from September 2020 to June 2021). The county has agreed to continue to support the court through June 2024.**

In 2023, the court is working toward finding solutions for several factors that complicate the juvenile drug court model. We believe we have a great plan. There is an agency in Valdosta named The Mental Wealth Center. The center has staff from the community who volunteer as receptionists, opening at 9 a.m. and closing at 5 p.m. There is an LPC trained in addiction counseling that provides clinical services. School and social service professionals are providing academic assistance and addressing other barriers to success that juveniles encounter.

The court has had to adapt to frequent changes in treatment providers. Initially, the court received services from the community service board – however, the agency changed the therapist assigned to the court 3 or 4 times with periods of no services at all. We moved to another provider, and they resigned just before a year had passed. The coordinator developed a relationship with the Mental Wealth Center and when the last provider resigned – the court was grateful they agreed to jump on board.

The court has developed effective relationships with many community stakeholders. The team includes social workers from Valdosta City Schools, Lowndes County Schools, and Echols County Schools, a Social Services Specialist Supervisor from Lowndes and Echols Counties Department of Children and Family Services, and a Lowndes County Sheriff's Deputy serving as a field supervisor. The court has community sponsors that provide incentives and gift cards. The 2024 FY will be a big year for the Lowndes County Juvenile Accountability Court.

### **PROJECT DESCRIPTION**

**The Lowndes County Juvenile Accountability Court requests funds to compensate the Mental Wealth Center for some of the services they already provide. The center has stated that they will continue to do what needs to be done despite funding shortfalls. Still, the services and opportunities the court can provide are limited by budgetary factors.**

The Court is expecting an increased census in the next several months. The court has a new policy directing all supervised juveniles in Lowndes County with substance use risk factors to be assessed for appropriateness for the program. Previously, some juveniles with substance use issues may not have been found due to infrequent substance screening. The court uses the YLS-CMI to assess juveniles and accepts high-risk/high-need juveniles.

The services will be available to the juveniles participating in the JDC in Lowndes, Echols, and Brooks Counties. The Court has some funds to transport to Valdosta juveniles from

Echols and Brooks counties. Still, generally, the ability to provide transportation is a huge factor in the success of each juvenile.

These juveniles are generally aged 15 to 16 and referred for some type of offense involving substances. The program will accept 14 to 17-year-olds – however, a 17 y/o will have difficulty completing the program due to time. Most of the juveniles are in an alternative academic setting. These settings frequently occur in the afternoon and evening. The court finds that many of these juveniles need assistance they are not receiving at the school. Sometimes, once the students reach the alternative school, some never leave. The court expects to serve 10 to 15 juveniles from January 1, 2024, to June 30, 2024.

## **NEEDS STATEMENT**

The Lowndes County Juvenile Accountability Court has participants frequently placed in what most people consider unacceptable circumstances. The home environments are often unclean, unsupervised, unsafe, and un-nurturing. The program and the court have explored different options for addressing these challenges.

The new program already provides juveniles living in very challenging environments a safe place. This is a huge need specifically for this program but also more largely. The program has run out of options with some participants considering their home lives and other challenges. Having a place where the youth can go and feel safe and respected is critical. This money will allow that to happen.

## **PROJECT GOALS**

- 1. Serve 15 juveniles from January 1, 2024, to June 30, 2024.**

**The services provided by the Mental Wealth Center will help juveniles in the court program improve grades, be gainfully employed when they would otherwise be unsupervised at home or in the community, and develop new skills and opportunities for experiential learning.**

- 2. Create a plan for each juvenile to return to a regular school setting.**

**The juveniles will identify the factors keeping them from returning to school and develop a plan to correct them.**

- 3. Provide alternative pathways when the student will not participate in school.**

**The MWC can assist and/or refer juveniles to GED programs, Job Core programs, or other programs that might help the juvenile.**

- 4. Increase participation.**

**The center has increased participant participation. The juveniles state that they value the center and the staff. The parents and guardians became easier**

to work with once the program provided assistance that made a difference for the juveniles.

5. Improve the academic standing of participants.

The juveniles will demonstrate improvement by tracking grades and progress.

## **PROJECT ACTIVITIES AND SERVICES**

The following is generally already being provided at a lower intensity.

Each day at 9 a.m., the center (serendipitously located next to the courthouse) opens. The juveniles can begin to show up from 9 to 10 a.m. when the office staff opens the center. At 10 a.m., Kelisa Brown (an employee of the Mental Wealth Center) will supervise the progress and activities of the juveniles, providing encouragement, accountability, and academic assistance. Kelisa is the primary expense related to this project. We are looking for tutors from the local university for subjects that require specialized knowledge. I am confident we will get whatever assistance is needed.

When necessary, the center can provide breakfast and lunch – however, until funding is secured, this is limited to necessity (MWC indicated that \$ 600 per month would cover this expense).

The program's juveniles will receive academic assistance in the onsite computer lab. The juveniles are often far behind in school and can use this supervised time to work on catching up. Lowndes County Schools recently allowed one of the participants to use a virtual platform instead of going to the school due to behavior issues. The center will have life skills classes and academic support throughout the time juveniles are there. Some days, the juveniles cook something – sometimes anger management classes - sometimes, they might work on something else to increase their chances of a better outcome.

## **RESOURCES NEEDED**

The cost of keeping the center open and staffed with a dedicated academic support person from 9-5 p.m., Monday through Friday, is \$2,400 per month or \$14,400 for January 1, 2024, to June 30, 2024. Other sources cover all of the other costs.

The \$1,964 match has not been secured as of the submission of this request. The court believes the county will be willing to provide the match. If not, the amount will be found from another source.

LOWNDES COUNTY BOARD OF COMMISSIONERS  
COMMISSION AGENDA ITEM

SUBJECT: UPS Replacement at the Naylor and Hahira Public Safety Radio System  
Tower Sites

DATE OF MEETING: December 12, 2023

Work Session/Regular  
Session

BUDGET IMPACT: \$70,500 Total

Total UPS Cost: \$52,500

Cowart Electric Installation: \$18,000

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: UPS Replacement at the Naylor and Hahira Public Safety Radio System  
Tower Sites

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HISTORY, FACTS AND ISSUES: This is a budgeted item for the replacement of the current Uninterruptible Power Supply units located at the Naylor and Hahira Public Safety Radio System Tower Sites. The current units at the tower sites are reaching their end of life and soon will not be supported. The unit at the Hahira tower site was purchased in November 2002 and the unit at the Naylor tower site was purchased in April 2003.

OPTIONS: 1. Approve  
2. Board's Pleasure

RECOMMENDED ACTION: Approve  
Board's Pleasure

DEPARTMENT: E911

DEPARTMENT HEAD: Tonya Davis

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

LOWNDES COUNTY BOARD OF COMMISSIONERS  
COMMISSION AGENDA ITEM

SUBJECT: Expanding Board of Tax Assessors

DATE OF MEETING: December 12, 2023

Work Session/Regular Session

BUDGET IMPACT:

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: Resolution Expanding Board of Tax Assessors

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HISTORY, FACTS AND ISSUES: The Board of Commissioners adopted a Resolution in August 2020 providing the Board of Tax Assessors would consist of three members.

Attached is a proposed Resolution expanding the Board of Tax Assessors to five members.

The attached Resolution also provides the terms of the two new positions.

OPTIONS: 1. Adopt attached Resolution.  
2. Redirect

RECOMMENDED ACTION: Board's Pleasure

DEPARTMENT: County Manager

DEPARTMENT HEAD: Paige Dukes

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

A RESOLUTION  
REGARDING THE NUMBER AND TERMS OF MEMBERS  
OF THE BOARD OF TAX ASSESSORS OF LOWNDES COUNTY

WHEREAS, as applicable, OCGA § 48-5-290(b) provides a county board of tax assessors shall consist of not less than three nor more than five members to be appointed by the county governing authority; and

WHEREAS, OCGA § 48-5-295(a), as applicable, provides each member of the county board of tax assessors shall be appointed by the county governing authority for a term of not less than three nor more than six years; and

WHEREAS, OCGA § 48-5-295(a) also provides the county governing authority shall, by resolution, within this range, select the length of terms of office for members of its county board of tax assessors; and

WHEREAS, OCGA § 48-5-295(a) also provides the county governing authority shall provide in the resolution for staggered initial appointments or reappointments of a duration of not less than three nor more than six years that will prevent the occurrence of a voting majority of the board of tax assessors having their terms expire in the same calendar year; and

WHEREAS, OCGA § 48-5-295(a) also provides, following the adoption of such resolution, all new appointments and reappointments to the county board of tax assessors shall be for the term lengths specified in the resolution; and

WHEREAS, OCGA § 48-5-295(a) also provides the county governing authority shall transmit to the board of tax assessors a copy of the resolution setting the length of terms of members of the board of tax assessors within 10 days of the date the resolution is adopted; and

WHEREAS, OCGA § 48-5-290(c) provides the order making an appointment to the county board of tax assessors shall be regularly entered upon the record of the superior court of the county; and

WHEREAS, the Board of Commissioners of Lowndes County (the “Board of Commissioners”) did on August 25, 2020, adopt a Resolution providing the Board of Tax Assessors of Lowndes County (the “Board of Tax Assessors”) shall consist of three members; and

WHEREAS, said Resolution also resolved one member of the Board Tax Assessors shall be appointed for an initial term of three years commencing January 1, 2021, and ending December 31, 2023, one member of the Board of Tax Assessors shall be appointed for an initial term of four years commencing January 1, 2021, and ending December 31, 2024, one member of the Board of Tax Assessors shall be appointed for an initial term of five years commencing January 1, 2021, and ending December 31, 2025, and thereafter, all new appointments and reappointments to the Board of Tax Assessors shall be for a term of three years; and

WHEREAS, on September 22, 2022, the Board of Commissioners appointed three members of the Board of Tax Assessors, one for a term of three years beginning January 1, 2021, and ending December 31, 2023, one for a term of four years beginning January 1, 2021, and ending December 31, 2024, and one for a term of five years beginning January 1, 2021, and ending December 31, 2025; and

WHEREAS, the Board of Commissioners has determined increasing the number of members of the Board of Tax Assessors from three members to five members is in the best interests of Lowndes County;

NOW THEREFORE, it is hereby resolved, and the Board of Commissioners of Lowndes County does hereby resolve, that:

1. Effective January 1, 2024, the number of members of the Board of Tax Assessors shall be increased from three members to five members.
2. One of the two additional members of the Board of Tax Assessors shall be appointed for an initial term of three years commencing January 1, 2024, and ending December 31, 2026.
3. One of the two additional members the Board of Tax Assessors shall be appointed for an initial term of four years commencing January 1, 2024, and ending December 31, 2027.
4. Thereafter, all new appointments and reappointments to the Board of Tax Assessors shall be for a term of three years.
5. The County Clerk shall transmit a copy of this Resolution to the Board of Tax Assessors within 10 days of the date it is adopted.
6. Orders making appointments to the Board of Tax Assessors shall be regularly entered upon the record of the Superior Court of Lowndes County.

IT IS SO RESOLVED, this 12<sup>th</sup> day of December, 2023.

BOARD OF COMMISSIONERS  
OF LOWNDES COUNTY

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

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



LOWNDES COUNTY BOARD OF COMMISSIONERS  
COMMISSION AGENDA ITEM

SUBJECT: Loan to Valdosta Housing Authority

DATE OF MEETING: December 12, 2023

Work Session/Regular Session

BUDGET IMPACT: \$-0-

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: Resolution Extending Deadline to Close Loan

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HISTORY, FACTS AND ISSUES: The Board of Commissioners adopted a Resolution in May 2023 agreeing to make a loan to the Valdosta Housing Authority. The Resolution provided the loan would be closed on or before December 31, 2023. The Valdosta Housing Authority has asked the County to extend this deadline one year to December 31, 2024.

Attached is a proposed Resolution extending the deadline to close the loan from December 31, 2023, to December 31, 2024.

OPTIONS: 1. Adopt and authorize the Chairman to sign the attached Resolution  
2. Redirect

RECOMMENDED ACTION: Adopt

DEPARTMENT: County Manager

DEPARTMENT HEAD: Paige Dukes

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

**A Resolution**  
**of the Board of Commissioners of Lowndes County, Georgia,**  
**Extending the Deadline to Make a Loan to the Valdosta Housing Authority**

WHEREAS, the Board of Commissioners of Lowndes County adopted a Resolution on May 9, 2023, agreeing for Lowndes County (the “County”) to make a loan to the Valdosta Housing Authority (the “Authority”) pursuant to the authority and in the amount and on the terms specified in said May 9, 2023, Resolution (the “Loan”);

WHEREAS, the Authority accepted said May 9, 2023, Resolution on May 18, 2023;

WHEREAS, said May 9, 2023, Resolution provides the County and the Authority shall close the Loan and the County shall pay the Loan proceeds to the Authority on or before December 31, 2023; and

WHEREAS, the Authority has asked the County to extend the deadline to close the Loan and for the County to pay the Loan proceeds to the Authority from December 31, 2023, to December 31, 2024;

NOW THEREFORE, IT IS HEREBY RESOLVED by the Board of Commissioners of Lowndes County, and the Board of Commissioners does hereby resolve:

1. The deadline to close the Loan and for the County to pay the Loan proceeds to the Authority is extended from December 31, 2023, to December 31, 2024.
2. All other terms and provisions of said May 9, 2023, Resolution shall remain in force and effect unless amended in writing by the County and the Authority.
3. This Resolution shall take effect immediately.

SO RESOLVED, this 12<sup>th</sup> day of December, 2023.

Lowndes County, Georgia

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

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

Accepted:

Valdosta Housing Authority

By: \_\_\_\_\_  
Mark Stalvey, Executive Director

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

LOWNDES COUNTY BOARD OF COMMISSIONERS  
COMMISSION AGENDA ITEM

SUBJECT: Bid on 3 Roll-Up Doors for County Buildings

DATE OF MEETING: December 12, 2023

Work Session/Regular Session

BUDGET IMPACT: FEMA - \$41,582.00

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: Bid on 3 Roll-up Doors for County Buildings

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HISTORY, FACTS AND ISSUES: Bids were received by Lowndes County for new roll-up doors due to damages caused by Hurricane Idalia at Utilities LAS, Twin Lakes Fire Station and the Public Works Maintenance Shop. This will be fully reimbursed by FEMA. One vendor met specifications.

AllStar Garage Door Valdosta, GA Bid Amount - \$41,582.00

OPTIONS: 1. Approve AllStar Garage Door.  
2. Board's Pleasure

RECOMMENDED ACTION: Board's Pleasure

DEPARTMENT: Finance

DEPARTMENT HEAD: Stephanie Black

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

LOWNDES COUNTY BOARD OF COMMISSIONERS  
COMMISSION AGENDA ITEM

SUBJECT: Bid for Security Services at the Human Resources Building

DATE OF MEETING: December 12, 2023

Work Session/Regular Session

BUDGET IMPACT: \$63,580.00/yr

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: Bid for Security Services at the Human Resources Building

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HISTORY, FACTS AND ISSUES: Proposals were solicited for two unarmed security guards at the Human Resources Building, which houses the Health Department and the Department of Family and Children's Services. The guards will monitor the metal detector at the entrance of the building as well as inspect the waiting areas before, during, and at the close of business. This is a year-long contract with the option to renew for four additional years. API has held this contract for the past five (5) years. Proposals were received as follows:

American Professional Investigators, Inc. Lake Park, GA \$13.75/hr, \$63,580.00/yr

OPTIONS: 1. Accept the proposal from API and authorize the Chairman to sign the contract.  
2. Board's Pleasure

RECOMMENDED ACTION: Board's Pleasure

DEPARTMENT: Finance

DEPARTMENT HEAD: Stephanie Black

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

## SECURITY GUARD SERVICES AGREEMENT

This Agreement made this First Day of February in the year of 2024 as between American Professional Investigators, Inc. in the State of Georgia, (herein after referred to as API) and the Lowndes County Board of Commissioners, a political division of the State of Georgia (herein after referred to as "the Customer"). The Customer is the governing authority of Lowndes County, Georgia.

1. API shall furnish the Customer with uniformed security guard services as required by this Agreement, including Exhibit "A" attached hereto and upon its execution shall become an integral part hereto.
2. This Agreement shall become effective on February 1, 2024, and shall remain in force until January 31, 2025. Upon mutual agreement between API and the Customer, this Agreement may be extended for four (4) additional terms of one (1) year each. This Agreement, and all terms herein, may not be amended or modified in whole or in part, except by a writing specifically referring to the portion or portions of this agreement- to be amended or modified and executed by the parties hereto. Either party may terminate this Agreement at any time upon at least sixty (60) days prior written notice by Certified Mail.
3. Notwithstanding any other provision of this Agreement to the contrary pursuant to O.C.G.A. § 36-60-13. This Agreement shall terminate absolutely and without further obligation on the part of the County at the close of the physical year in which it was executed and at the close of each succeeding year for which it may be renewed. This Agreement shall automatically renew unless positive action is taken by the County to terminate such Agreement by giving Contractor written notice at least sixty (60) days prior to the end of the calendar year in which it is executed or the close of any succeeding calendar year for which it is renewed. API must give the County written notice at least sixty (60) days prior notice in order to cancel this contract. Failure to terminate this agreement by the sixty (60) days prior written notice will incur API to pay Lowndes County for two (2) Full months equal to the amount listed in this contract. This Agreement states the total obligation of the County for the calendar year of execution and the total obligation which will be incurred in each calendar year renewal t e r m .
4. The standard rate of security services is \$13.75 per hour ("Standard Time Billing Rate"). The County shall pay the Standard Time Billing Rate for all hours worked by API security guards or other personnel assigned to the Facility under this Agreement. Any overtime worked by API security guards

or other personnel assigned to the Facility under this Agreement shall also be billed to the County at the Standard Time Billing Rate. No overtime rates shall apply.

5. The rates specified in this Agreement shall remain in effect through the term of the first year Agreement, including all applicable renewal rates unless otherwise agreed to in writing by the parties. The renewal rate per year is as follows:

1<sup>st</sup> Year Renewal Rate - \$14.00/hour.

2<sup>nd</sup> Year Renewal Rate - \$14.25/hour.

3<sup>rd</sup> Year Renewal Rate - \$14.50/hour.

4<sup>th</sup> Year Renewal Rate - \$14.75/hour.

API will bill the Customer monthly. Each monthly bill shall include the name of and hours worked by each security guard or other API personnel for each date of the month. All bills shall be sent to:

Lowndes County Accounts Payable  
PO Box 1349  
Valdosta, Georgia 31603

(a) Payment shall be made by the Customer to API without discount, not later than Thirty (30) days after the date of billing.

(b) Exhibit "D" attached hereto and entitled, "Contract Addendum – Georgia Security and Immigration Compliance Act of 2006," is an integral part of this Agreement, the terms and conditions of which shall be performed and carried out by the parties.

THE PARTIES AGREE TO CONFORM TO ALL OF THE ADDITIONAL PROVISIONS OF THE SECURITY SERVICES AGREEMENT, INCLUDING ALL OF THE EXHIBITS AND ATTACHMENTS HERETO, EACH OF WHICH ARE AN INTEGRAL PART OF THIS AGREEMENT AND ALL OF WHICH TOGETHER CONSTITUTE THE AGREEMENT.

American Professional Investigators, Inc.

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Johnny Sansberry, Owner

Lowndes County Board of Commissioners

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Bill Slaughter, Chairman

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

Belinda C. Lovern, Lowndes County Clerk

EXHIBIT "A" SCOPE OF WORK AND  
SECURITY GUARD REQUIREMENTS

- 1) API agrees to provide two (2) unarmed, properly-trained, equipped and uniformed security guards at the Lowndes County Human Resources Building, located at 206 South Patterson Street, Valdosta, Georgia (the "Facility"), on all weekdays Monday through Friday during the hours listed in Article 7 below (the "Security Hours"), but not on State holidays and State mandated furlough days listed in Article 8 below, or when the Facility is otherwise closed, except as when otherwise requested by the Customer. The security guards provided by DSI will perform the following services:
  - i) monitor the entrance to the Facility during the Security Hours;
  - ii) inspect all three waiting areas in the Facility before the building opens at 7:55am and before leaving the building at night;
  - iii) complete all necessary time sheets as required by OSI or the Customer;
  - iv) record any unusual incident and contact the appropriate Facility personnel in the event of a security incident or hazardous or potentially damaging or dangerous situation;
  - v) remain on duty at the Facility until relieved by another OSI security guard or supervisor;
  - vi) sign a confidentiality statement concerning the people that visit and the activities of the Facility;
  - vii) carry an operational cellular phone at all times with local 911 and 2-way paging capabilities. DSI shall give the County Manager and appropriate Facilities personnel the number(s) for any such operational cellular phone(s); and perform any additional future duties, which API and Customer may agree upon.
  
- 2) Each security guard assigned by API to carry out the duties stipulated in this Agreement shall meet the following qualifications:
  - a) Each security guard shall be in good physical condition and health, fully capable of performing the full range of security work required under this Agreement.
  - b) Each security guard shall be mentally alert, of even temperament, and capable of exercising good judgment, implementing instructions and assimilating necessary specialized training.
  - c) Each security guard shall have no record of conviction of criminal offenses (other than minor traffic violations).
  - d) Each security guard shall have the ability to speak, read and write the English language; understand and carry out oral and written directions, write accurate and clear reports; and monitor electronic security systems.
  - e) Each security guard shall successfully complete all training required by the Customer before being assigned to duty. Security Guards assigned by API under the provisions of this Agreement shall meet the following standards of conduct and appearance while on duty:
  - f) Security guards shall maintain a clean, neat appearance and a courteous attitude.
  - g) Security guards shall keep their uniforms in good condition and shall wear a complete uniform while on duty.



- h) Security guards shall not carry firearms, batons, handcuffs, knives, saps, brass knuckles, stun-gun or taser at any time while on duty. However, the guards which have been properly instructed may carry oleoresin capsicum (pepper) spray while on duty.
  - i) Security guards shall not listen to radios, police scanners or any other audio medium that is not directly job-related while on duty.
  - j) While on duty, security guards shall not be under the influence of illegal drugs or alcohol or be under the influence of any prescribed or over-the-counter medications which inhibit job performance.
  - k) Security guards shall not sleep while on duty.
- 3) Within thirty (30) days after hiring a security guard, API must submit proof to the Customer that the security guard has been fingerprinted and has passed a drug and alcohol screen examination and all background checks. Said proof must be submitted to the Customer prior to placing the security guards on duty at the Facility.
- 4) Customer shall provide API with an initial tour of the Facility. API shall develop a security plan for the Facility based on its observations during the tour and communications with Customer. API shall train all security guards hired and assigned under this Agreement to perform said security plan. API shall provide Customer with a list of all trained security guards assigned from time to time to the Facility.
- 5) API shall furnish, at no cost to the Customer, all equipment and tools necessary for each API security guard or other personnel to properly perform its duties and obligations under this Agreement.
- 6) Two (2) security guards shall be on duty Monday through Friday during regular business hours of the Facility.
- 7) The facility is closed on Saturdays, Sundays and all State recognized holidays and all State mandated furlough days. The Customer will deliver a copy of the State mandated furlough days and a schedule of the 2016-17 holiday schedule to API as soon as they each become available. Unless expressly required by Customer, no work will be expected on any holiday or State mandated furlough day.
- 8) API shall provide the security services described in this Agreement in accordance with customary and prudent security practices and standards. Substandard performance of any kind will not be allowed. Customer reserves the right to refuse or reject any security guard or supervisor selected by API who, in Customer's sole discretion, fails to meet the minimum requirements set forth under this Agreement. API further agrees that upon request by Customer, it will reassign any of its employees who, in the opinion of Customer, are not satisfactory.

In the performance of this Agreement, API, and all security guards and other personnel hired by API to carry out this Agreement, shall comply with all applicable County, State, or Federal laws and regulations, including without limitation, those regarding confidentiality and individual records. API shall not divulge any information concerning any individual to any unauthorized person without the written consent of the individual or responsible parent or guardian

## EXHIBIT "B"

### ADDITIONAL PROVISIONS OF SECURITY SERVICES AGREEMENT

1. The hours of service set forth in Exhibit "A" of this Agreement are deemed "normal hours". Normal hours can be changed by Customer upon one (1) day's written notice to API.
2. All security guards furnished by API will be the employees of OSI, an independent contractor, and not employees or guards of the Customer, and will be subject to direct supervision, control, and risk of API. API will have the sole responsibility to pay the wages, taxes (including but not limited to Social Security and Federal and State Unemployment Taxes) and all other expenses relating to each employee of API. API shall be responsible for the hiring, training and adequate supervision of such employees. "Adequate supervision" includes, but is not limited to, ensuring staffing levels are met, ensuring security guards arrive on time and are prepared to begin work, and monitoring and supervising security guard's work habits, appearance and overall performance. All orders relating to the security guard's duties given by the Customer will be strictly enforced. API shall respond to all of the Customer's questions and concerns within one (1) business day.
3. Contrary to any other provisions provided for herein, when security coverage is provided during labor disputes and/or strikes of the Customer, the Customer shall indemnify and hold harmless API, its affiliates, agents and employees from and against any loss, damage, injury, liability, claim or lien (including the payment of all damages, expenses, costs and attorney's fees) for damage to property or injury to persons caused by employees of the Customer or other parties, except as arising from or related to willful misconduct or negligence on the part of API, its agents or employees.
4. (a) API shall indemnify and hold harmless the Customer, its agents and employees (hereinafter referred to collectively in the singular as "Indemnitee") from and against any loss, damage, injury liability, claim or lien (including the payment of all damages, expenses, costs and attorney's fees) for injury to person or property, or death of a person, or otherwise arising from or relating to the negligence or willful misconduct of API, its agents and employees in carrying out its obligations under this Agreement, or from a breach of API's obligations under this Agreement. API shall not indemnify and hold harmless Indemnitee from and against any loss, damage, injury, liability, claim or lien for injury to person or property, or death of any such person resulting from the negligence or willful misconduct of Indemnitee or defect on the premises, or for any strict liability or liability without fault which is imposed on or sought to be imposed on Indemnitee. The Customer shall notify API promptly of any known written claims or demands against it in connection herewith.  
  
(b) The Customer shall indemnify and hold harmless API, its agents and employees (hereinafter referred to collectively in the singular as "Indemnitee") from and against any loss, damage, injury, liability, claim, demand or lien (including the payment of all damages, expenses, costs and attorney's fees) for injury to person or property or death of a person, including injury to or death of Customer's agents or employees, resulting from the negligence, or willful misconduct of the Customer, or its agents or employees in carrying out its obligations under this Agreement, or a dangerous or defective condition at the Facility, or for any strict liability or liability without fault which is imposed on or sought to be imposed on the Customer, its agents or employees, or from a breach of Customer's obligations under this Agreement. The Customer shall not indemnify and hold harmless Indemnitee from and against any loss, damage, injury, liability, claim or

lien for injury to person or property or death of any person arising from or relating to the negligence or willful misconduct of Indemnitee or Customer's breach of this Agreement. API shall notify the Customer promptly of any known written claims or demands against it in connection herewith.

(c) The Customer agrees to indemnify and hold harmless API and its employees, from any and all loss, damage, injury liability, claim or cause of action for injury to person or property arising out of the detention of any person by API employees upon the specific direction of the Customer, except for such loss, death or injuries occasioned by the willful misconduct or negligence of said OSI employee in detaining a suspect. The right of indemnity herein shall include the provision of a defense in any action pertaining to a claim of false arrest or battery and payment of all costs, judgements or settlements in connection therewith.

(d) (i) In the event API is brought into a lawsuit or indirectly by the Customer through a cross-complaint seeking indemnity, in each case arising from or relating to this Agreement, based on a determination of the respective proportion or percentage of fault and apportionment of damages according to said percentage of fault, the Customer agrees to indemnify and hold harmless API from and against any loss, damage, expenses, costs and attorney's fees incurred in defending said cross-complaint in the event the Customer fails to obtain apportionment respecting API.

(i i) In the event Customer is brought into a lawsuit or indirectly by API through a cross-complaint seeking indemnity, in each case arising from or relating to this Agreement, based on a determination of the respective proportion or percentage of fault and apportionment of damages according to said percentage of fault, API agrees to indemnify and hold harmless Customer from and against any loss, damage, expenses, costs and attorney's fees incurred in defending said cross-complaint in the event API fails to obtain apportionment respecting Customer.

(e) The Customer agrees to indemnify and hold harmless API and its employees, from any claims of discrimination based on race, color, national origin, sex, age, religion, or disability arising from acts performed by API employees pursuant to the specific direction of the Customer, except for such claims of discrimination occasioned by the willful misconduct or negligence of said API employee. The right of indemnity herein shall include the provision of a defense in any action pertaining to a claim of discrimination and payment of all costs, judgements or settlements in connection therewith.

5. Notwithstanding anything to the contrary contained in this Agreement, API shall maintain the insurance policies set forth in Exhibit "C" attached hereto.

It is agreed that DSI is not an employment agency and the security guards it furnishes are made possible only by a substantial investment in advertising, recruiting, testing and training of personnel. In consideration of the time and expense invested in these security guards, it is agreed that the Customer will not hire any security guard from API assigned to the Facility while the security guard is still employed by API, or for ninety (90) days after termination of the security guard from API. Customer agrees to pay a placement fee of \$500 for every API employee assigned to the Facility that Customer hires in violation of the preceding prohibition. Customer further agrees that API guards assigned to the Facility shall not be permitted to work on the Customer's site for another security company or in a proprietary program for six months after API's contract ends. API shall be compensated at \$500 per employee in violation of this clause.

6. Reference to written notice in this Agreement shall be construed to mean written notice delivered to either party by first class certified mail, return receipt requested, postage prepaid, to the party at the address above or such other address as the party may designate by itself by written notice to the other.

7. The following shall constitute events of default under this Agreement:

1. Failure to pay any amounts due under this Agreement which are not being disputed in good faith, and the continuance of such failure for a period of five (5) business days after receipt of written notice from the non-defaulting party specifying the nature of such failure; and

2. Failure to comply with any of the other covenants, conditions and agreements contained herein; provided, however, the non-defaulting party shall provide written notice (the "Notice") to the defaulting party specifying the nature of such failure. The defaulting party shall

(a) initially respond within twenty-four (24) hours after receipt of the Notice,

(b) describe in writing the corrective and curative actions it will take within seven (7) business days after receipt of the Notice and

(c) correct and cure such default within fifteen (15) business days after receipt of the Notice. If the default is of such a nature that it cannot be cured within such fifteen (15) business day period, then such default shall not be deemed to continue so long as the defaulting party promptly proceeds to cure the default and continues to take all steps necessary to promptly complete the same.

(d) The defaulting party hereby agrees to pay any and all court and other costs incident to its default, including collection costs, and any and all reasonable attorney's fees incurred by the non-defaulting party in connection therewith.

**Payments** shall be sent to API at:

API Security Services  
P O BOX 40  
Lake Park, GA 31636

8. API, upon the termination of this Agreement, shall have the right within a reasonable time after such termination, to remove from the Facility any and all of its equipment and other property.
9. The agreement may not be modified orally, but only in writing signed by the parties hereto affixed to this agreement as an Amendment hereto.
10. API Incorporates by reference and make a part of the contract the EEO clause set forth in CFR 60-1 4 (a) (1)-(7), 60-250.4 and 60-741.4, and the “Americans With Disabilities Act of 1990” as amended.
11. Any failure by the parties at any time, or from time to time, to enforce or require the strict keeping and performance of any of the terms of this Agreement, or to exercise a right hereunder, shall not constitute a waiver of, and shall not affect the right of the parties at any time to avail itself of same.
12. This Agreement is entire as to all of the performances to be rendered under it. If there is a discrepancy between any document and the Agreement, then the Agreement and any attachment, exhibits, or addendum thereto shall govern.
13. This Agreement shall be binding upon successors, assigns or transferees of the Customer and API.

## EXHIBIT "C"

### INSURANCE REQUIREMENTS

- (a) API shall obtain, at its own cost and expense, and keep in force during the term of this Agreement, public liability and property damage insurance from a solvent insurance company licensed to do business in the state of Georgia with a Bests' rating of no less than A, or an insurance company otherwise acceptable to the Customer, with limited liability limits as follows:
1. Commercial general liability insurance, including personal injury liability, blanket liability, blanket contractual liability and broad form property damage liability coverage, with a combined single limit for bodily injury and property damage of not less than \$1,000,000;
  11. Workers' compensation insurance with limits as required by the Labor Code of the State of Georgia and employers' liability insurance with a limit of not less than \$500,000 per accident.
- (b) All policies of insurance obtained by API shall include the Customer, and its officers, officials, employees and volunteers as additional insured and shall contain no special limitation on the scope of protection afforded to Customer and its officers, officials, employees and volunteers. Nothing in this paragraph shall be construed to require API to provide insurance coverage for claims asserted against the Customer for the Customer's sole negligence.
- (c) The insurer of each policy obtained by API hereunder shall agree to waive all rights of subrogation against the Customer, its officers, officials, employees and volunteers for any losses caused by API.
- (d) API agrees to deliver to the Customer certificates of insurance before API hires or assigns any security guards pursuant to this Agreement and thereafter, not less than ten (10) days prior to the expiration of any policy. Such insurance may not be cancelled, suspended, voided, reduced in coverage or in limits without giving at least thirty ((30) days prior written notice to the Customer, by certified mail, return receipt requested.
- (e) Any deductibles required under any policy or any self-insured retention must be disclosed by API to the Customer. If requested by the Customer, API shall demonstrate its financial ability to pay such deductibles or self-insured retention.
- (f) Failure to comply with any reporting provisions contained in the insurance policies API obtains hereunder shall not affect coverage provided to the Customer, and its officers, officials, employees and volunteers.
- (g) All policies shall state that coverage shall apply separately to each insured against whom claims are made or suit is brought, except with respect to the limits of the insurer's liability.
- (h) All policies, endorsements, certificates and/or binders shall be subject to approval by the County Manager of Lowndes County as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the County Manager

## EXHIBIT "D"

### CONTRACT ADDENDUM GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT OF 2006

This Addendum, entered into as of the 1<sup>st</sup> day of February, 2024, is an addendum to that certain contract entitled, Security Services Agreement, and dated February 1, 2024, (the "Contract"), between the Lowndes County Board of Commissioners ("Customer") and Dothan Security, Inc., a corporation in the State of Alabama ("API") (Customer and API being collectively the "Parties"). In consideration of the terms, conditions and obligations in the Contract, the Parties hereby agree as follows:

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

8. Pursuant to the Georgia Security and Immigration Compliance Act of 2006 (the "Act"), API understands and agrees that compliance with the requirements of O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02 (and, if this Contract is a contract or agreement relating to public transportation, with the rules and regulations regarding the Act of the Georgia Department of Transportation; the "GDOT Rules") are conditions of this Contract, and API hereby agrees to so comply with such requirements. DSI further agrees that such compliance shall be attested by API through execution of the Contractor Affidavit required by Georgia Department of Labor Rule 300-10-1-.07, or a substantially similar contractor affidavit (or required by the GDOT Rules). API's fully executed Affidavit is attached hereto as Attachment I and is incorporated into this Addendum by reference herein.

C. By initialing in the appropriate line below, API certifies that the following employee- number category as identified in O.C.G.A. § 13-10-91 is applicable to API:

1.  500 or more employees.
2.  100-500 employees.
3.  Fewer than 100 employees.

D. API understands and agrees that, in the event API employs or contracts with any subcontractor or subcontractors in connection with the Contract, API shall:

- I. Secure in writing from each such subcontractor an indication of the employee- number category as identified in O.C.G.A. § 13-10-91 that is applicable to the subcontractor;
2. Secure in writing from each such subcontractor an attestation of the subcontractor's compliance with O.C.G.A. §13-10-91 and Georgia Department of Labor Rule 300-10-1-.02 (and, if this Contract is a contract or agreement relating to public transportation, with the GDOT Rules) by causing each such subcontractor to execute the Subcontractor Affidavit required by Georgia Department of Labor Rule 300-10-1-.08, or a substantially similar subcontractor affidavit (or required by the GDOT Rules). DSI further understands and agrees that API shall require the executed Subcontractor Affidavit to become a part of the agreement between API and each such subcontractor. API agrees to maintain records of each subcontractor attestation required hereunder for inspection at any time

by the Georgia Department of Labor, Georgia Department of Transportation, or Lowndes County.

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

Lowndes County Board of Commissioners

\_\_\_\_\_

Bill Slaughter, Chairman

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

Belinda C. Lovern, Lowndes County Clerk

American Professional Investigators, Inc.

\_\_\_\_\_

Johnny Sansberry, Owner



Attachment I

STATE OF GEORGIA LOWNDES COUNTY

CONTRACTOR AFFIDAVIT AND AGREEMENT

COMES NOW before me, the undersigned officer duly authorized to administer oaths, the undersigned Contractor, who, after being duly sworn, states as follows:

1. By executing this affidavit, the undersigned contractor verifies its compliance with the Georgia Security and Immigration Compliance Act of 2006 (O.C.G.A. § 13-10-91, or the "Act") and Georgia Department of Labor Rule 300-10-1-.02 (and, for a contract or agreement relating to public transportation, with the rules regarding the Act of the Georgia Department of Transportation; the "GDOT Rules"), stating affirmatively that the individual, firm, or corporation which is contracting with Lowndes County, Georgia ("Lowndes County") has registered with and is participating in a federal work authorization program\* in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02 (and, for a contract or agreement relating to public transportation, established in the GDOT Rules).
  
2. The undersigned Contractor further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to the Contract with Lowndes County of which this Affidavit is a part, the undersigned Contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02 (and, for a contract or agreement relating to public transportation, verification of compliance with the GDOT Rules) through the subcontractor's execution of the subcontractor affidavit required by Georgia Department of Labor Rule 300-10-1-.08 or a substantially similar subcontractor affidavit (and, for a contract or agreement relating to public transportation, required by the GDOT Rules). The undersigned Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to Lowndes County at the time the subcontractor(s) is retained to perform such service.

967846

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Contractor's EEV / Basic Pilot Program User Identification Number

*[Signatures continue on the following page]*

FURTHER AFFIANT SAYETH NOT.

\_\_\_\_\_  
BY: Authorized Officer or Agent of Contractor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Contractor's Name

\_\_\_\_\_  
Title of Authorized Officer or Agent of Contractor

\_\_\_\_\_  
Printed Name of Authorized Officer or Agent of Contractor

Sworn to and subscribed before me

This \_\_\_\_ day of \_\_\_\_\_, 20\_\_

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

My commission expires: \_\_\_\_\_

\* Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603. As of the effective date of O.C.G.A. § 13-10-91, the applicable federal work authorization program is the "EEV / Basic Pi lot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

LOWNDES COUNTY BOARD OF COMMISSIONERS  
COMMISSION AGENDA ITEM

SUBJECT: Moody AFB Emergency Backup Water Connection

DATE OF MEETING: December 12, 2023

Work Session/Regular Session

BUDGET IMPACT: \$886,352.50

FUNDING SOURCE:

- Annual
- Capital
- Grant
- SPLOST
- TSPLOST

COUNTY ACTION REQUESTED ON: Moody AFB Emergency Backup Water Connection

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HISTORY, FACTS AND ISSUES: Lowndes County, in conjunction with Moody Air Force Base, was awarded a grant for an emergency backup water connection for the base water system. This project will include an extension of the water main along Bemiss Road, boring under the railroad and Moody's perimeter fence and tying into the 10" water main on Georgia Street. Additionally, there will be a small building on the base that will house the meter, pressure actuated valve, and SCADA inputs. Staff advertised the project and received two bids. Standard Contractors submitted a bid for \$886,352.50 and RPI, Inc. submitted a bid for \$944,289.50. Staff recommends approval and to authorize the Chairman to sign the contract with Standard Contractors for \$886,352.50.

OPTIONS: 1. Approve the bid with Standard Contractors and authorize the Chairman to sign the contract.  
2. Board's Pleasure

RECOMMENDED ACTION: Approve

DEPARTMENT: Utilities

DEPARTMENT HEAD: Steve Stalvey

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:



**PROJECT NAME: Moody AFB Watermain Interconnect**

### **BID SUMMARY SHEET**

BID OPENING – November 30, 2023, 11:00 AM

<b>CONTRACTOR NAME</b>	<b>BOND (Y/N)</b>	<b>ADDENDA RECEIVED (Y/N)</b>	<b>TOTAL BID</b>
<b>Standard Contractors</b>	<b>Y</b>	<b>Y</b>	<b>\$886,352.50</b>
<b>RPI</b>	<b>Y</b>	<b>Y</b>	<b>\$944,289.50</b>

**Opened By:** \_\_\_\_\_

LOWNDES COUNTY BOARD OF COMMISSIONERS  
COMMISSION AGENDA ITEM

SUBJECT: New Elevated Water Tower located at 2650 James Road  
Extension

DATE OF MEETING: December 12, 2023

Work Session/Regular Session

BUDGET IMPACT: \$3,551,666.00

FUNDING SOURCE:

- Annual
- Capital
- ARPA
- SPLOST
- TSPLOST

COUNTY ACTION REQUESTED ON: New Elevated Water Tower

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HISTORY, FACTS AND ISSUES: Due to growth and expansion, a new water tower, located at 2650 James Road Extension, is needed to supply adequate pressure and capacity to the exit 13 & 16 corridor. After discussions with staff and LEA a 500,000 gallon pedesphere elevated tank was determined to be the best option. Staff advertised the project and three bids were received. Phoenix Fabricators & Erectors submitted a bid of \$3,551,666.00, Pittsburg Tank \$3,819,238.00, and Caldwell Tank \$4,317,500.00. Staff recommends approval and to authorize the Chairman to sign the contract with Phoenix Fabricators & Erectors for \$3,551,666.00

OPTIONS: 1. Approve the bid with Phoenix Fabricators & Erectors and authorize the Chairman to sign the contract.  
2. Board's Pleasure

RECOMMENDED ACTION: Approve

DEPARTMENT: Utilities

DEPARTMENT HEAD: Steve Stalvey

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:



PROJECT NAME: New Elevated Water Tank

### BID SUMMARY SHEET

BID OPENING – November 30, 2023, 2:00 PM

<b>CONTRACTOR NAME</b>	<b>BOND (Y/N)</b>	<b>ADDENDA RECEIVED (Y/N)</b>	<b>TOTAL BID</b>
<b>Caldwell Tanks</b>	<b>Y</b>	<b>Y</b>	<b>\$4,313,500.00</b>
<b>CB&amp;I</b>	<b>N/A</b>	<b>N/A</b>	
<b>Phoenix Fabricators &amp; Erectors</b>	<b>Y</b>	<b>Y</b>	<b>3,551,666.00</b>
<b>Pittsburg Tank</b>	<b>Y</b>	<b>Y</b>	<b>3,819,238.50</b>

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