



LOWNDES COUNTY BOARD OF COMMISSIONERS
PROPOSED AGENDA

Work Session - Monday, March 25, 2024, 8:30 AM
Regular Session - Tuesday, March 26, 2024, 5:30 PM
327 N. Ashley Street - 2nd Floor

1. Call To Order

2. Invocation

3. Pledge Of Allegiance To The Flag

4. Georgia 811 Safe Digging Month Proclamation

5. Minutes For Approval

- a. Work Session - March 11, 2024 & Regular Session - March 12, 2024

Recommended Action:

Documents:

6. Appointment

- a. Valdosta-Lowndes County Land Bank Authority

Recommended Action: Board's Pleasure

Documents:

7. For Consideration

- a. Coleman Road NW Right of Way Purchases

Recommended Action: Approve

Documents:

- b. Purchase of Property on Harbin Circle from Second Harvest; Short-term Lease to Second Harvest

Recommended Action: Option 1

Documents:

- c. Speed Zone Ordinance

Recommended Action: Adopt

Documents:

- d. Georgia County Internship Program Grant for Summer 2024 Grant Period

Recommended Action: Approve

Documents:

- e. Lowndes County Board of Health Environmental Health Fees

Recommended Action: Board's Pleasure

Documents:

- f. Advanced Disposal Services Residential Solid Waste Franchise Renewal

Recommended Action: Board's Pleasure

Documents:

- g. Deep South Sanitation, LLC, Residential Solid Waste Franchise Renewal

Recommended Action: Board's Pleasure

Documents:

- h. Golden Oaks Subdivision Force Main Change Order

Recommended Action: Approve

Documents:

- i. Hospital Authority Revenue Certificates

Recommended Action: Approve

Documents:

- j. Hospital Authority Revenue Certificates (TEFRA)

Recommended Action: Approve

Documents:

8. Bid

- a. Bid for Quantity of 25 - 1/2 Ton Trucks for Various County Departments

Recommended Action: Option 1

Documents:

- b. Bid for Quantity of 60 SCBA Cylinders for the Fire Department

Recommended Action: Option 1

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 Land Bank Authority

DATE OF MEETING: March 26, 2024

Work Session/Regular Session

BUDGET IMPACT:

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: Appointing/Reappointing a Member

HISTORY, FACTS AND ISSUES: The term of Ms. Jill Maine has expired. Ms. Maine has expressed a desire to be reappointed.

OPTIONS: 1. Appoint/reappoint a member.
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 #163

Date Submitted: 3/20/2024

Date:

3/20/2024

Board/Agency Applying For:

Land Bank Authority

Last Name

Maine

First Name

Jill

Street Address

City/State/Zip

Lake Park, GA 31636

Phone Number

Email Address

Occupation

Executive Director for the Home Builders Association of South Georgia

Professional Experience

22 years in my respected field along with participation in other civic organizations such as Leadership Lowndes

Knowledge & Skills

General Knowledge of the local Construction related Industries and contacts within. Desire to ensure that workforce housing is available in Lowndes County and Housing Affordability is a real issue not just within Lowndes County but accross our Country

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:

Land Bank Authority
Valdosta Board of Realtors
Greystone Professional Office Association

Extra Activities & Community Organizations

LAMP, Greystone Professional Office Association and Calvary Baptist Church

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

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: Coleman Road NW Right of Way Purchases

DATE OF MEETING: March 26, 2024

Work Session/Regular Session

BUDGET IMPACT: \$63,176.00

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: Approval of Coleman Road Right of Way Purchases

HISTORY, FACTS AND ISSUES: Staff has negotiated the purchase of the Right of Way (ROW) for Parcels 1-37 for the Coleman Road TSPLOST project. The attached detailed schedule identifies the property, the grantor, and the purchase price for each parcel.

OPTIONS: 1. Approve the acquisitions from the listed grantors of the identified properties for the purchase price for each property, as set forth in the attached detailed schedule.
2. Redirect.

RECOMMENDED ACTION: Approve

DEPARTMENT: Engineering

DEPARTMENT HEAD: Chad McLeod

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

Coleman Rd. TSPLOST Project		
Detailed Schedule re: Acquisitions of Parcels		
List of Parcels for 3/26/24 BoC Meeting		
<u>Parcel</u>	<u>Grantor</u>	<u>Total Purchase Price</u>
1	Stoker Development	\$ 500.00
2	Hahira Holdings	\$ 4,300.00
3	Hahira Holdings	\$ 500.00
4	Hahira Holdings	\$ 925.00
5	Hahira Holdings	\$ 1,295.00
6	MCGV Rental, LLC	\$ 1,400.00
7	MCGV Rental, LLC	\$ 1,460.00
8	Charles E Cornelius, Jr	\$ 1,295.00
9	Martha Dean Turner	\$ 1,750.00
9A	Martha Dean Turner	\$ 500.00
10	Charles E Cornelius, Jr	\$ 570.00
11	Benjamin Neal Pitchford	\$ 1,103.00
12	Lisa C Morris	\$ 732.00
13	Beverly Gibson Pitchford	\$ 1,033.00
14	Todd Julian Pitchford	\$ 945.00
15	John P Page	\$ 629.00
16	Randall H Jones	\$ 1,089.00
17	William Russell	\$ 788.00
18	William & Deidre F Russell	\$ 500.00
19	Randall H and Jo Anne D Jones	\$ 3,850.00
20	Deidre Russell	\$ 893.00
21	William & Deidre F Russell	\$ 500.00
22	Randall H Jones	\$ 1,913.00
23	Gregory A Voyles & Shannon L Voyles	\$ 1,855.00
24	David D Bassford	\$ 1,175.00
25	Gregory A Voyles & Shannon L Voyles	\$ 1,820.00
26	James T & Tallulah L Whitsell	\$ 1,218.00
27	Gregory A Voyles & Shannon L Voyles	\$ 2,118.00
28	Jason Reeves	\$ 3,780.00
29	David D Bassford	\$ 975.00
30	Betty P Scarborough	\$ 2,540.00
31	Summers Family Living Trust	\$ 5,000.00
32	Donald E Scarborough	\$ 1,558.00
33	Pamela S and John W Brosemer	\$ 858.00
34	Donald E Scarborough	\$ 508.00
35	Nick & Heather Smith	\$ 1,283.00
36	Kathy Jean Singletary	\$ 3,183.00
36A	Kathy Jean Singletary	\$ 500.00
37	Julian Rae Lawson	\$ 6,335.00
	TOTAL	\$ 63,176.00

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: Purchase of Property on Harbin Circle from Second Harvest; Short-term Lease to Second Harvest

DATE OF MEETING: March 26, 2024

Work Session/Regular Session

BUDGET IMPACT: \$1,931,000.00

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: (1) Purchase of property from Second Harvest, (2) short-term lease to Second Harvest

HISTORY, FACTS AND ISSUES: Staff has negotiated the purchase of property located on Harbin Circle from Second Harvest for \$1,931,000.00, for use for recreational purposes. A short-term lease of the property back to Second Harvest is integral to the purchase of the property and the use of the property for recreational purposes. Second Harvest will use the sales proceeds to improve the new facility to which it will relocate. The County will use the rent from the short-term lease to improve the property for use for recreational purposes. The rental impact is estimated to be \$161,500.00.

OPTIONS: 1. Approve (1) the purchase of the property from Second Harvest for 1,931,000.00, and (2) the short-term lease of the property back to Second Harvest pursuant to the attached Lease Agreement and authorize the Chairman to sign the short-term lease with Second Harvest.
2. Redirect.

RECOMMENDED ACTION: Option 1

DEPARTMENT: Engineering

DEPARTMENT HEAD: Chad McLeod

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

Return recorded document to:
Elliott Blackburn PC
3016 North Patterson Street
Valdosta, GA 31602

WARRANTY DEED

GEORGIA, LOWNDES COUNTY.

THIS INDENTURE is made as of the 1st day of April, 2024, by **SECOND HARVEST OF SOUTH GEORGIA, INC.** (f/k/a America's Second Harvest of South Georgia, Inc.), a Georgia nonprofit corporation ("Grantor"), in favor of **LOWNDES COUNTY, GEORGIA**, a political subdivision of the State of Georgia ("Grantee"). The terms "Grantor" and "Grantee" to include their respective successors, legal representatives, and assigns where the context requires or permits.

WITNESSETH:

That Grantor, for and in consideration of the sum of TEN DOLLARS and NO/100's (\$10.00) and other valuable consideration, in hand paid at and before the sealing and delivery of these presents, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold, and conveyed, and by these presents does grant, bargain, sell, and convey, unto Grantee the following described property (the "Property"):

All that lot, tract, or parcel of land, with improvements thereon, situate, lying, and being in Land Lot 64 of the Eleventh (11th) Land District of Lowndes County, Georgia, particularly described as Tract 2 comprised of 1.91 acres and Tract 3 comprised of 2.88 acres as shown on a retracement survey prepared by Rodney Gene Tenery, Georgia registered land surveyor number 3015, Prime Consulting Solutions, dated January 31, 2024, and recorded January 31, 2024, in Book 000PCC, Page 01722, of Lowndes County, Georgia, real estate records maintained by the Clerk of Superior Court of Lowndes County, Georgia, to which reference is made for a more complete and accurate description of the metes, bounds, distances, and dimensions of the Property,

TOGETHER WITH all and singular rights, members, and appurtenances in and to the above-described property in anywise appertaining or belonging.

This conveyance and the warranties contained herein are expressly made subject to those current taxes and assessments not yet due and payable from the date hereof and subsequent years; and all covenants and easements, if any of record (the "Permitted Exceptions").

TO HAVE AND TO HOLD the said bargained premises, together with all and singular the rights, members, and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit, and behoof of Grantee, IN FEE SIMPLE,

AND GRANTOR SHALL AND WILL, FOR GRANTOR AND FOR GRANTOR'S SUCCESSORS AND ASSIGNS, WARRANT AND FOREVER DEFEND by virtue of these presents the right and title to the Property unto Grantee against the claims of Grantor and all persons whomsoever except for claims regarding the Permitted Exceptions.

IN WITNESS WHEREOF, Grantor has executed this deed under seal as of the day and year first above written.

GRANTOR:

SECOND HARVEST OF SOUTH GEORGIA, INC.

By: _____ (SEAL)
Franklin J. Richards, II
Chief Executive Officer

Signed, sealed, and delivered
in the presence of:

Witness

Notary Public

My commission expires: _____

(AFFIX SEAL)

LEASE AGREEMENT

This Lease Agreement ("Lease"), entered into effective the 1st day of April, 2024, ("Effective Date") by and between **LOWNDES COUNTY, GEORGIA**, a political subdivision of the State of Georgia ("Landlord"), whose address is 327 N. Ashley Street, 3rd Floor, Valdosta, GA 31601, and **SECOND HARVEST OF SOUTH GEORGIA, INC.**, a Georgia non-profit corporation ("Tenant"), whose address is 1411 Harbin Circle, Valdosta, GA 31601;

WITNESSTH:

1. PREMISES: Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the real property located at 1411 and 1425 Harbin Circle, Valdosta, Georgia (the "Premises"), which Premises is further described as follows:

All that lot, tract, or parcel of land, with improvements thereon, situate, lying and being in Land Lot 64 of the Eleventh (11th) Land District of Lowndes County, Georgia, particularly described as Tract 2 comprised of 1.91 acres and Tract 3 comprised of 2.88 acres as shown on a retracement survey prepared by Rodney Gene Tenery, Georgia registered land surveyor number 3015, Prime Consulting Solutions, dated January 31, 2024, and recorded January 1, 2024, in Book 000PCC, Page 01722, of Lowndes County, Georgia, real estate records maintained by the Clerk of Superior Court of Lowndes County, Georgia, to which reference is made for a more complete and accurate description of the metes, bounds, distances, and dimensions of the Premises.

2. TERM: The term of this Lease shall commence on the Effective Date and expire at midnight on October 31, 2025 (the "Term"), provided however, Tenant shall have the unilateral right to terminate this Lease prior to October 31, 2025, by giving Landlord sixty (60) days prior written notice.

3. USE AND POSSESSION: Tenant may use the Premises for purposes of operating a nonprofit hunger relief organization and food distribution warehouse and for no other purpose without the prior written consent of Landlord. Tenant, at the expiration of the Term of this Lease, shall deliver the Premises in the same condition as of the Effective Date, reasonable use, wear and tear excepted.

4. RENT: Tenant shall pay to Landlord the following rent payments: Eight Thousand Five Hundred Dollars (\$8,500.00) per month for the Term of the Lease, due and payable in advance on the first day of each month. Rent shall be paid to Landlord at 327 N. Ashley Street, 3rd Floor, Valdosta, GA 31601.

5. UTILITIES: Tenant, at its sole cost and expense, shall arrange for and pay all costs and charges for all utilities and services provided or used in or at the Premises, commencing with the Effective Date and throughout the Term of this Lease. Tenant shall pay directly to the public utility companies the cost of any installation of any such utility services. Tenant shall indemnify and hold harmless Landlord from and against any claims arising from the installation and maintenance of

such utility services and from all costs and charges for utilities consumed on or by the Premises.

6. LEGAL REQUIREMENTS: Tenant shall, at its sole cost and expense, comply with all laws and ordinances, and with orders and directions of public officers thereunder, whether such orders or directions shall be directed to Tenant or Landlord, and all notices from Landlord, respecting all matters of occupancy, condition, or maintenance of the Premises, and Tenant shall hold Landlord harmless from any costs or expenses on account thereof. Tenant shall procure and maintain all licenses and permits legally necessary for Tenant's use of the Premises and allow Landlord to inspect them on request.

7. REAL ESTATE TAXES: Tenant shall throughout the Term of this Lease be responsible for and pay any real estate taxes due and payable in respect to the Premises. Tenant shall promptly reimburse Landlord, as additional rent, for any such taxes which are imposed upon or otherwise payable or paid by Landlord.

8. PERSONAL PROPERTY TAXES: Tenant shall pay, prior to delinquency, all taxes assessed against or with respect to any trade fixtures, furnishings, equipment, or other personal property located at the Premises, if any. Tenant shall promptly reimburse Landlord, as additional rent, for any such taxes which are imposed upon or otherwise payable or paid by Landlord.

9. INSURANCE: Tenant shall be solely responsible for the cost and expense of any insurance Tenant, in its discretion, determines to obtain and maintain providing coverage for damage to, theft of, or loss of Tenant's trade fixtures, equipment, furnishings, merchandise, inventory, and any other personal property and contents located at the Premises. As provided herein, Landlord shall not be liable to Tenant or any other owner of such property for any damage to such property unless such damage is caused by Landlord's gross negligence or willful misconduct.

Tenant, at Tenant's sole cost and expense, shall obtain and maintain for the Term of this Lease, insurance policies providing the following coverage:

- (a) comprehensive general liability insurance, naming Landlord as additional insured, which policy shall be in the minimum amount of One Million Dollars (\$1,000,000.00) in coverage for claims of personal injury, bodily injury, or death with respect to any one person, in the minimum amount of One Million Dollars (\$1,000,000.00) with respect to any one accident or incident, and in the minimum amount of One Hundred Thousand Dollars (\$100,000.00) with respect to property damage;
- (b) workers' compensation insurance providing statutory limits as required by the State of Georgia; and
- (c) employer's liability insurance with a minimum limit of One Million Dollars (\$1,000,000.00) covering all of Tenant's employees.

Tenant shall deliver to Landlord certificates of insurance or duplicate originals of each such policy required above. The limits of insurance policies required above shall not be construed as limitations on the liability of Tenant. If Tenant fails to comply with the requirements of this Section, Landlord may, but shall not be obligated to, obtain such insurance and keep same in effect, and Tenant shall pay Landlord the premium therefor upon demand. Any insurance procured by Tenant as herein required include Landlord as an additional named insured or loss payee, as appropriate, and the insurance shall be issued by a company having a minimum rating of A+ by Moody or Standard and Poor, licensed to do business in the State of Georgia, and it shall contain endorsements that (a) such insurance may not be cancelled or amended with respect to Landlord without ten (10) days written notice by registered mail to Landlord by the insurance company; (b) Tenant shall be solely responsible for payment of premiums and that Landlord shall not be required to pay any premiums for such insurance; and (c) in the event of payment of any loss covered by such policy, Landlord shall be paid first by the insurance company for its loss. The minimum limits of any insurance coverage required herein shall not limit Tenant's liability to Landlord under this Lease.

10. LIABILITY: Landlord shall not be liable for any damage or injury to any person or property, whether it be the person or property of Tenant, Tenant's employees, agents, guests, invitees, or otherwise, by reason of Tenant's occupancy of the Premises, or because of fire, flood, windstorm, acts of God, or for any other reason. Tenant agrees to indemnify, defend, and hold harmless Landlord from and against any and all loss, damage, claim, demand, liability, or expense by reason of damage to person or property which may arise or be claimed to have arisen as a result of the occupancy and use of the Premises by Tenant or by reason thereof or in connection therewith, or in any way arising on account of any injury or damage caused to any person or property on or in the Premises, provided however, Tenant shall not indemnify as to the loss or damage due to fault of Landlord. Except with respect to any damages resulting from the gross negligence of Landlord, its agents or employees, Landlord shall not be liable to Tenant, its agents, employees or customers, for any damage, loss, compensation, accident, or claims whatsoever. Tenant shall be solely responsible for all trade fixtures, furnishings, equipment, business assets, inventory and personal property stored, located or used on the Premises. All such property kept, stored or maintained on the Premises shall be at the Tenant's sole risk, and Landlord shall not be liable to Tenant or any other owner of such property for any damage to such property, unless such damage is caused by Landlord's gross negligence or willful misconduct.

11. TENANT'S WARRANTIES: Tenant covenants and agrees:

- (a) to keep the Premises in neat and clean condition, to keep the Premises free and clear of rubbish, and to store all trash and garbage within the Premises and arrange for regular pickup and removal thereof;
- (b) to pay, before delinquent, any and all taxes, assessments, and public charges imposed upon Tenant's business or trade fixtures and other personal property located upon the Premises, and to pay when due all fees of similar nature;
- (c) to keep the Premises sufficiently heated to prevent freezing of water in pipes and fixtures in and about the Premises;

- (d) to keep the temperature within the Premises at such levels as may be required by any federal, state or local laws, ordinances, or regulations;
- (e) not to burn or allow the burning of any trash of any kind in or about the Premises;
- (f) not to permit rubbish, refuse, or garbage to accumulate upon the Premises; and
- (g) not to permit any fire or health hazard to exist on or about the Premises.

12. UPKEEP AND REPAIR OF PREMISES: Tenant shall be responsible for the maintenance and repair of the roof, structural components of the building, and building systems, such as heating, cooling, plumbing, and electrical, all janitorial services involved with interior cleaning of the Premises and the regular replacement of air filters and light bulbs, and outside landscaping and mowing and for keeping all parking lots, driveways, and other exterior areas free of debris at all times. Tenant will repair at Tenant's own cost and expense and without reimbursement from Landlord any damage to or destruction of the Premises resulting from the negligent or intentional acts or misconduct of Tenant or its employees, agents, or invitees.

13. ASSIGNING AND ENCUMBERING LEASE; SUBLETTING PREMISES: Tenant shall not assign, mortgage, or encumber this Lease, in whole or in part, or sublet all or any part of the Premises. This prohibition against assigning or subletting shall include prohibition against any assignment or subletting by operation of law. If the Premises or any part thereof is ever occupied by anybody other than Tenant, Tenant shall remain fully liable and shall not be released from performing any of the terms of this Lease.

14. DESTRUCTION OF PREMISES:

(a) If the Premises are totally destroyed by fire or other casualties, both Landlord and Tenant shall have the option of terminating this Lease, upon giving written notice at any time within thirty (30) days from the date of such destruction, and if the Lease is so terminated, all rent shall cease as of the date of such destruction and any prepaid rent shall be refunded.

(b) If the Premises are partially damaged by fire or other casualty, or totally destroyed thereby and neither party elects to terminate this Lease pursuant to paragraph (a) above or (c) below, then Landlord shall, at Landlord's sole cost and expense, restore the Premises to a kind and quality substantially similar to that immediately prior to such destruction or damage. Said restoration shall be commenced within a reasonable time and completed without delay on the part of Landlord. In such case, all rent thereafter accruing shall be equitably and proportionately suspended and adjusted according to the nature and extent of the destruction or damage, pending completion of rebuilding, restoration, or repair, except that in the event the destruction or damage is so extensive as to make it unfeasible for Tenant to conduct Tenant's business in the Premises, the rent shall be completely abated until the Premises are restored by Landlord or until Tenant resumes use and occupancy of the Premises, whichever shall first occur. Landlord shall not be liable for any inconvenience or interruption of business of Tenant occasioned by fire or other casualty.

(c) If Landlord undertakes to restore, rebuild, or repair the Premises, and such restoration, rebuilding, or repair is not accomplished within a reasonable time, and such failure does not result from causes beyond the control of Landlord, Tenant shall have the right to terminate this Lease upon thirty (30) days' written notice to Landlord.

(d) Landlord shall not be responsible to carry fire, casualty, or extended damage insurance on the person or property of Tenant or any personal property which may now or hereafter be placed in the Premises.

15. CONDEMNATION: If the whole of the Premises, or more than twenty-five (25%) percent of the floor area of the building locate thereon, shall be taken or condemned by any competent government authority, or the parking facilities are reduced below the minimum parking requirements imposed by applicable authorities, then either party may elect to terminate this Lease by giving notice to the other party not more than sixty (60) days after the date on which such title shall vest in the authority. In case of taking or condemnation, whether or not the Term of this Lease shall cease and terminate, the entire award shall be the property of Landlord. Tenant may file such claims as are permitted by law for the loss of its leasehold interest, business dislocation damages, moving expense, and other damages caused by such taking or appropriation provided that such claim shall not interfere in any manner with any claim Landlord may have pursuant to such taking appropriation. Tenant in no event shall have any claim against Landlord for the value of any unexpired Term of the Lease. Tenant's obligation to pay rent shall be apportioned or end, as the case may be, as of the date of vesting of title or termination of this Lease. Any purchase of all or a portion of the Premises in lieu of a taking of condemnation under powers of eminent domain shall be a taking of condemnation thereof.

16. DEFAULT BY TENANT: In the event Tenant shall default in the payment of rent, and such default shall continue for a period of five (5) days, or if Tenant shall default in the performance of any other covenants or agreements of this Lease and such default shall continue for ten (10) days after written notice thereof, or if Tenant should become bankrupt or insolvent or any debtor proceedings be taken by or against Tenant, then and in addition to any and all other legal remedies and rights, Landlord may declare the entire balance of the rent for the remainder of the Lease Term to be due and payable and may collect the same by distress or otherwise and Landlord shall have a lien on the personal property of Tenant which is located in the Premises, and in order to protect its security interest in the said property, Landlord may without first obtaining a distress warrant, lock up the Premises in order to protect said interest in the secured property, or Landlord may terminate this Lease and retake possession of the Premises, or enter the Premises and relet the same without termination, in which later event Tenant covenants and agrees to pay any deficiency after Tenant is credited with the rent thereby obtained less all repairs and expenses (including the expenses of obtaining possession), or Landlord may resort to any two or more of such remedies or rights, and adoption of one or more such remedies or rights shall not necessarily prevent the enforcement of others concurrently or thereafter. Tenant also covenants and agrees to pay reasonable attorney's fees and costs and expenses of Landlord, including court costs, if Landlord employs an attorney to collect rent or enforce other rights of Landlord herein in the event of any breach as aforesaid and the same shall be payable regardless of whether collection or

enforcement is affected by suit or otherwise. All remedies provided for in this Lease are in addition to all those available to Landlord by statute, by law, or in equity.

17. ABANDONMENT OF PREMISES, PERSONAL PROPERTY: "Abandonment" hereunder shall be deemed to include but shall not be limited to either (a) any vacancy of the Premises by Tenant for ten (10) consecutive days without Landlord's prior written consent, or (b) non-operation of Tenant's business in the Premises for a period of ten (10) consecutive days without Landlord's prior written consent. In the event of Tenant's abandonment of the Premises, Landlord shall provide Tenant with five (5) days' notice of Landlord's intention to re-enter and repossess the Premises, said notice to be conspicuously posted on the Premises, without recourse to further legal proceedings, unless Tenant objects within said five (5) day period. Should Tenant not object within the said five (5) day period, Landlord shall have the absolute right to re-enter the Premises without legal proceedings and without being liable for any prosecution therefore or damages resulting therefrom, and which remedies and acts Tenant specifically consents. Thereafter, Landlord shall be entitled to the same rights and remedies as if said re-entry and repossession had occurred pursuant to legal action.

Should Tenant fail to remove its personal property, including trade fixtures, upon expiration, abandonment, termination, or recovery of possession by Landlord, then upon such abandonment, expiration, termination, or recovery of possession, and after five (5) days' notice to Tenant to remove its property (said notice to also be conspicuously posted on the Premises), all personal property of any nature then remaining on the Premises shall be deemed abandoned and title thereto shall vest exclusively in Landlord. Landlord may thereafter remove and dispose of or liquidate said personal property as Landlord may deem proper in its sole and absolute discretion, provided, however, the proceeds of any sale or liquidation of such property shall be applied first to reduce any sums owed by Tenant to Landlord, including storage costs, attorney's fees, and any other expenses incurred by Landlord resulting from such abandonment and any sums remaining shall be returned to Tenant. Tenant hereby waives and agrees to indemnify and hold Landlord harmless from and claim for loss or damage arising from Landlord's dealing with Tenant's property pursuant to the terms of this paragraph.

18. RIGHT OF ACCESS: Landlord may enter upon the Premises for the purpose of inspecting, curing defaults, replacement, or alterations, and showing the Premises to prospective purchasers or Tenants.

19. HAZARDOUS MATERIALS: Tenant covenants and agrees not to use, generate, release, manage, treat, manufacture, store or dispose of, under or about, or transport to or from (any of the foregoing herein defined as "Use") the Premises any Hazardous Materials (other than de minimus amounts). Tenant further covenants and agrees to pay for all costs and expenses associated with enforcement, removal, remediation or other governmental or regulatory actions, agreements, or orders threatened, instituted, or completed pursuant to any Hazardous Materials laws, and all audits, tests, investigations, cleanup, reports and other such items incurred in connection with any efforts complete, satisfy, or resolve any matters, issues or concerns whether governmental or otherwise, arising out of or in any way related to the Use of Hazardous Materials in any amount by Tenant, its employees, agents, invitees, assignees, licensees, or contractors. For purposes of this Lease, (1) the term "Hazardous Materials" shall include, but not limited to

asbestos, urea formaldehyde, polychlorinated biphenyls, oil, petroleum products, pesticides, radioactive materials, hazardous wastes, toxic substances and any other related or dangerous, toxic or hazardous chemical, material or substance regulated by or defined as hazardous or as pollutant or contaminant in, or the Use of or exposure to which is prohibited, limited, governed, or regulated by any Hazardous Materials Laws; (2) the term “de minimus amounts” shall mean, with respect to any given level of Hazardous Materials, that such level or quantity of Hazardous Materials in any form or combination of forms (i) does not constitute a violation of any Hazardous Materials Laws and (ii) is customarily employed in, or associated with, similar retail projects; and (iii) is being used at all times and with full compliance with all Hazardous Materials Laws; and (3) the term “Hazardous Materials Laws” shall mean any federal, state, county, municipal, or local or other statute, law, ordinance, or regulation now or hereafter enacted which may relate to or deal with the protection of human health or environment, including by not limited to the Comprehensive Environmental Response, Compensation and Liability Act of 1980 42 U.S.C. Section 9601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq.; the Resource Conservation and Recovery Act, 42. U.S.C. Section 6901, et seq.; the Federal Water Control Pollution Act, 33 U.S.C. Section 1251, et seq.; the Toxic Substances Control Act of 1976, 15 U.S.C. Section 2601, et seq.; and any rules, regulations or guidelines adopted or promulgated pursuant to any of the forgoing as they may be amended or replaced from time to time.

Tenant hereby further agrees to indemnify and save Landlord free and harmless from all fines, claims, demands, actions, proceedings, judgments, and damages (including court costs and reasonable attorney’s fees) of any kind or nature by anyone whomsoever arising or growing out of any breach or non-performance by Tenant of the covenants contained in this Section. This obligation of the Tenant to indemnify Landlord shall survive the termination of this Lease.

20. END OF LEASE TERM: Upon the expiration or earlier termination of this Lease, Tenant shall quit and surrender the Premises in good order, broom clean, normal wear and tear excepted, to Landlord. Subject to the other terms of this Lease, Tenant shall, at its expense, remove all property of Tenant and return the Premises to the condition in which it was at the beginning of the Lease Term. Tenant shall, at Tenant’s sole expense, remove from the Premises all trade fixtures peculiar to the operations conducted upon the Premises by Tenant. If the removal of any such trade fixtures causes damage to the Premises, Tenant shall restore the Premises as closely as practicable to the condition they were in at the time of installation of such fixtures by Tenant. In the event Tenant desires to leave any of said trade fixtures on the Premises upon the termination of this Lease, Tenant shall first obtain Landlord’s written permission to leave such trade fixtures.

21. HOLDOVER: If Tenant shall hold possession of the Premises after the expiration or termination of this Lease, Tenant shall be deemed to be occupying the Premises as a tenant from month-to-month at the rent in effect immediately preceding such hold over.

22. COVENANT OF QUIET ENJOYMENT: Landlord covenants that if Tenant is not in default, and so long as Tenant pays the rent and all other charges provide for herein, and performs all of its obligations provided for herein, Tenant shall at all times during the Term hereof peaceably have, hold, and enjoy the Premises, without any interruption or disturbance from Landlord, or anyone claiming through or under Landlord, subject to the terms hereof.

23. TENANT ALTERATIONS AND IMPROVEMENTS: Tenant shall not make any alterations or improvements to the Premises without Landlord's written consent, nor shall Tenant install any fixtures at the Premises without first obtaining Landlord's written consent. Tenant shall present to Landlord plans and specifications for any such work at the time that consent is sought, to the extent such work requires plans or specifications or to the extent that Landlord otherwise determines that plans or specifications are needed for its assessment and determination. All work shall be performed by only qualified and fully licensed contractors and subcontractors. Tenant shall obtain all necessary permits with all governmental agencies having jurisdiction prior to commencing any work. Any and all improvements, betterments, and alterations shall immediately become Landlord's property subject to Tenant's use during the Term.

24. MECHANIC'S LIENS: Tenant shall promptly pay all contractors and materialmen for the cost of all construction, installations, repairs, alterations, improvements, or other work done by it to the Premises. Notwithstanding anything herein to the contrary, Landlord's interest in the Premises shall not be subject to liens for improvements for work made or done in accordance with an agreement between the Landlord and Tenant or with the consent or knowledge of the Landlord. In no event shall the Landlord be liable for or subjected to any mechanic's, materialmen's, or laborers' liens for improvements or for work made or done by Tenant. This Lease expressly prohibits the subjecting of the Landlord's interest in the Premises to any such mechanics, materialman's, laborers, contractors, or other liens for improvements or work made or done or materials acquired by Tenant, and all persons dealing with Landlord or Tenant are hereby put on notice of this provision. Tenant will advise all persons with whom it contracts to furnish designs, labor, materials, or services to the Premises of the provisions of this Section. Tenant shall indemnify Landlord against any loss or expenses actually incurred by Landlord as a result of the assertion of any such lien and to promptly pay or sufficiently bond over any such lien due and payable and to defend against any such lien. Tenant covenants and agrees to either (i) transfer any claimed or asserted lien to a bond or such other security as may be permitted by law within ten (10) days of the assertion of any such lien or claim of lien, or (ii) within ten (10) days of the assertion of such lien, provide Landlord written notice of Tenant's intent in good faith to protest such lien and evidence supporting such protest, provided, however, if Landlord determines in its reasonable discretion that such evidence is not reasonably sufficient to support Tenant's protest of the lien or that Landlord may be subject to any penalties or loss of property as a result of such protest, Landlord may require Tenant to provide a bond or other reasonable security against such lien. In the event Tenant fails to transfer such lien to bond or other security or provide notice of good faith protest within such 10-day period then, in addition to its other remedies specified in this Lease, Landlord shall have the right to discharge the lien or to transfer the lien claimed to bond or other security permitted by law and in any such event Tenant shall pay all costs so incurred by Landlord immediately upon demand being made therefor. Notwithstanding the foregoing, in no event shall the provisions of this Section 25 apply to any liens placed upon the Premises, or Landlord's interest therein, arising out of Landlord's failure to pay its debts as the same become due, or otherwise arising in connection with the negligence or willful misconduct of Landlord or any of its employees, agents or contractors.

25. MISCELLANEOUS:

(a) This Lease contains the entire agreement between the parties hereto and there are no promises, agreements, conditions, undertakings, warranties, or representations, oral or written, between them or other than set forth herein. If any provisions of this Lease shall be invalid or unenforceable, the remainder of the Lease shall not be affected thereby and each provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

(b) No notice or other communications given under this Lease shall be effective unless the same is in writing and is delivered in person or mailed by registered or certified mail, return receipt requested, first class postage, prepaid, addressed:

- (1) If to Landlord:
Lowndes County, Georgia
327 N. Ashley Street, 3rd Floor
Valdosta, GA 31601
Attn: County Manager

- (2) If to Tenant:
Second Harvest of South Georgia, Inc.
1411 Harbin Circle
Valdosta, GA 31601

or such other address as Tenant or Landlord shall designate by giving notice thereof to the other party. The date of service of any notice given by mail shall be the date on which such notice is deposited in the United States mail.

(c) All questions with respect to the construction of this Lease and the rights and the liabilities of the parties hereto shall be determined in accordance with the laws of the State of Georgia.

(d) This Lease shall bind and inure to the benefit of the parties hereto and their respective legal representatives.

(e) There shall be no personal liability on Landlord with respect to any provisions of this Lease.

(f) The terms of this Lease shall not be interpreted to mean that Landlord and Tenant are partners or joint ventures.

(g) Tenant expressly waives for itself and all persons claiming by or through it, a right of redemption or for the restoration of the operation of this Lease under any present or future law in case Tenant shall be dispossessed for any cause.

(h) In the event any litigation is commenced between the parties hereto concerning this Lease or the rights and duties of either party in relation thereto or in the breach of any of the terms

and conditions of this Lease by Landlord or Tenant, the party prevailing in such litigation shall be entitled in addition to such other relief as may be determined by the court in such litigation, reasonable attorneys' fees and reimbursement of all costs and expenses of such litigation. Each party hereby waives trial by jury as to any and all such litigation.

(i) Time is of the essence in performance of all terms and provisions of this Lease.

(j) If Tenant shall make any default or defaults under this Lease, Landlord may at its election without waiving any claim for breach of agreement, cure such default or defaults for the account of Tenant. The cost to Landlord thereof shall be due and payable on demand and shall be deemed a reimbursement hereunder, payment of which shall be enforceable as rent or as other monies due Landlord, and shall be added to the installment of rent next accruing, or any subsequent installment of rent, at the election of Landlord. Landlord shall not be responsible to Tenant for any loss or damage resulting in any manner by reason of its undertaking and acts in accordance with the provisions of this Lease.

(k) The failure of Landlord to insist in any one or more instances upon the strict performance of any of the covenants or agreements in this Lease, or to exercise any option herein contained, shall not be construed as a waiver or a relinquishment for the future of such covenant, agreement, or option, but the same shall continue and remain in full force and effect. The receipt by Landlord of rent or any other money due hereunder with knowledge of the breach of any covenant or agreement hereof by Tenant shall not be deemed a waiver of such each and no waiver by Landlord of any provision hereof shall be deemed to have made unless expressed in writing and signed by Landlord.

IN WITNESS WHEREOF, and intending that this Lease bound hereby, Landlord and Tenant have executed this Lease effective the dated first stated above.

LOWNDES COUNTY, GEORGIA

By: _____
Bill Slaughter
Chairman

SECOND HARVEST OF SOUTH GEORGIA, INC.

By: _____
Franklin J. Richards, II
Chief Executive Officer

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: Speed Zone Ordinance

DATE OF MEETING: March 26, 2024

Work Session/Regular Session

BUDGET IMPACT: N/A

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: Adoption of Speed Zone Ordinance

HISTORY, FACTS AND ISSUES: The Georgia Department of Transportation is in the process of updating the existing Speed Zone Ordinance for Lowndes County. Attached is a copy of the updated Speed Zone Ordinance which includes adding all roads on the proposed existing City of Valdosta and City of Remerton radar permits. With the execution of this ordinance, the roads will be added. A signed copy of the ordinance will be forwarded to the Department of Public Safety for the radar permit to be updated for Lowndes County.

OPTIONS: 1. Adopt the Speed Zone Ordinance and authorize the Chairman and all Commissioners to sign the ordinance.
2. Redirect.

RECOMMENDED ACTION: Adopt

DEPARTMENT: Engineering

DEPARTMENT HEAD: Chad McLeod

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

The County of Lowndes is hereby requesting that the following roadways be approved for the use of speed detection devices:

**LIST OF ROADWAYS
For
LOWNDES COUNTY**

ON-SYSTEM

STATE ROUTE	WITHIN THE CITY / TOWN LIMITS OF and/or School Name	FROM	MILE POINT	TO	MILE POINT	LENGTH IN MILES	SPEED LIMIT
SR 7 (US 41)		Echols County Line	0.00	1954 feet south of CS 1081 / Pine Circle (S. Lake Park City Limits)	3.44	3.44	55
SR 7 (US 41)		106 feet north of CR 327 / Danieli Dr. S (N. Lake Park City Limits)	6.01	580 Feet north of CR 349 / Park Dr. SE	6.79	0.78	55
SR 7 (US 41)		580 Feet north of CR 349 / Park Dr. SE	6.79	100 Feet North of CR 664N / Davis Dr.	12.45	5.66	65
SR 7 (US 41)		100 Feet North of CR 664N / Davis Dr.	12.45	686 feet South of SR 38 (South Valdosta City Limits)	17.65	5.20	55
SR 7 (US 41)	* School Zone * Moulton – Branch Elementary School *School Days only*	CR 19	15.02	2,391 feet north of CR 19	15.47	0.45	35
SR 7 (US 41)		1900 feet north Of Country Club Road	24.68	1,600 feet south of Coleman Road	26.66	1.98	55
SR 7 (US 41)		1,600 feet south of Coleman Road	26.66	SR 401 / I75	27.42	0.76	45
SR 7 (US 41)		This segment of roadway runs common with SR 401 from MP 27.42 to MP 34.84.					
SR 7 (US 41)		SR 401 / I-75	34.84	158 feet south of CR 38 / Union Rd. (W. Hahira City Limits)	34.93	0.09	45
SR 7 (US 41)		156 feet south of CR 63 / Stanfill St. (N. Hahira City Limits)	35.97	1003 feet south of CR 573 / McNeal Rd.	36.64	0.67	45
SR 7 (US 41)		1003 feet south of CR 573 / McNeal Rd.	36.64	Cook County Line	38.62	1.98	55
SR 7 BU		SR 7	0.00	2,200 feet north of CR 352 (south Valdosta City	0.89	0.89	55

STATE ROUTE	WITHIN THE CITY / TOWN LIMITS OF and/or School Name	FROM	MILE POINT	TO	MILE POINT	LENGTH IN MILES	SPEED LIMIT
				Limits)			
SR 31		Florida State Line	0.00	1162 feet south of CR 409 / Hunter St.	3.59	3.59	55
SR 31		1162 feet south of CR 409 / Hunter St.	3.59	Valdosta Southern Railroad / Crossing #866806 V	4.59	1.00	45
SR 31 *** SCHOOL ZONE ***	Clyattville Elementary School School Days Only	898 feet south of CR 409 / Hunter St.	3.64	52 feet north of CR 410 / Davis St.	3.90	0.26	25
SR 31		Valdosta Southern Railroad / Crossing #866806 V	4.59	81 feet south of CR 415 / Cedar Rd.	8.16	3.57	55
SR 31		81 feet south of CR 415 / Cedar Rd.	8.16	1,265 feet North of CR 783 / Loch Laurel Rd.	10.33	2.17	45
SR 31		1,265 feet North of CR 783 / Loch Laurel Rd.	10.33	US 41 / SR 7	12.62	2.29	55
SR 31		This section of roadway runs common with SR 7 from ML 12.62 to ML 18.44					
SR 31 (US 221)		CR 443 (North Valdosta City Limits)	19.20	Lanier County Line	26.23	7.03	55
SR 38 (US 84)		Brooks County Line	0.00	1,000 feet west of CR 136 / Old Quitman Highway	3.94	3.94	65
SR 38 (US 84)		1,000 feet west of CR 136 / Old Quitman Highway	3.94	264 feet east of CR 836 / Winn Wood Circle	6.61	2.67	55
SR 38 (US 84)		264 feet east of CR 836 / Winn Wood Circle	6.61	1,161 feet west of CR 533 / Briarwood Dr. (W. Valdosta City Limits)	8.18	1.57	45
SR 38 (US 84)		1230 feet east of CR 867 / Inner Perimeter Rd. (E. Valdosta City Limits)	14.43	2640 feet east of CR 867 / Inner Perimeter Rd.	14.70	0.27	55
SR 38 (US 84)		2640 feet east of CR 867 / Inner Perimeter Rd.	14.70	Grand Bay Creek	23.07	8.37	65
SR 38 (US 84)		Grand Bay Creek	23.07	3538 feet east of Grand Bay Creek	23.74	0.67	55
SR 38 (US 84)		3538 feet east of Grand Bay Creek	23.74	1531 feet east of SR 135	24.35	0.61	45
SR 38 (US 84)		1531 feet east of SR 135	24.35	Lanier County Line	26.75	2.40	55
SR 94		SR 7 / Perimeter Rd	0.00	Echols County Line	6.54	6.54	55
SR 122		Brooks County Line	0.00	1373 feet west of CR 782 / Morven Rd	3.83	3.83	55
SR 122		1373 feet west of CR	3.83	897 feet west of CR	3.92	0.09	45

STATE ROUTE	WITHIN THE CITY / TOWN LIMITS OF <u>and/or</u> School Name	FROM	MILE POINT	TO	MILE POINT	LENGTH IN MILES	SPEED LIMIT
		782 / Morven Rd		782 / Morven Rd. (W. Hahira City Limits)			
SR 122		105 feet west of CS 1146 / Lemaka Dr. (E. Hahira City Limits)	6.17	Lanier County Line	17.00	10.83	55
SR 125		Engberg Avenue	0.12	433 feet north of Huntley Drive.	1.88	1.76	45
SR 125		650 feet North of Guest Road	2.55	837 feet north of CR 176 / Hightower Rd.	8.45	5.9	45
SR 125		837 feet north of CR 176 / Hightower Rd.	8.45	Lanier County Line	11.04	2.59	55
SR 133		2164 feet north of CR 524 / James Road (N. Valdosta City Limits)	2.76	Brooks County Line	3.38	0.62	55
SR 135		Echols County Line	0.00	1848 feet south of SR 38 / US 84	4.56	4.56	55
SR 135		1848 feet south of SR 38 / US 84	4.56	408 feet south of SR 38 / US 84	4.83	0.27	45
SR 135		408 feet south of SR 38 / US 84	4.83	172 feet south of CR 1133 / Larus Rd.	5.14	0.31	35
SR 135		172 feet south of CR 1133 / Larus Rd.	5.14	1267 feet north of CR 1133 / Larus Rd.	5.41	0.27	45
SR 135		1267 feet north of CR 1133 / Larus Rd.	5.41	Lanier County Line	7.61	2.20	55
SR 376		SR 31	0.00	2376 feet east of CR 402 / Lane Rd.	0.64	0.64	45
SR 376		2376 feet east of CR 402 / Lane Rd.	0.64	80 feet west of CR 284 / Haunted House Rd.	5.07	4.43	55
SR 376		80 feet west of CR 284 / Haunted House Rd.	5.07	200 feet west of CR 50 / Oak Hill Dr.	5.41	0.34	45
SR 376		200 feet west of CR 50 / Oak Hill Dr.	5.41	500 feet west of CR 754 / Springwater Dr.	6.13	0.72	35
SR 376		500 feet west of CR 754 / Spring Water Dr.	6.13	475 feet east of CR 597 / Francis Lake Dr. (W. Lake Park City Limits)	6.56	0.43	45
SR 376		2059 feet east of CS 1077 / Collins Ave. (E. Lake Park City Limits)	8.92	Echols County Line	11.51	2.59	55
SR 401 (I-75)		Florida State Line	0.00	1,000 feet south of SR 38 (South	15.83	15.83	70

STATE ROUTE	WITHIN THE CITY / TOWN LIMITS OF <u>and/or</u> School Name	FROM	MILE POINT	TO	MILE POINT	LENGTH IN MILES	SPEED LIMIT
				Valdosta city limits)			
SR 401 (I-75)		1480 feet north of SR 133 (North Valdosta city limits)	18.33	1,850 feet south of SR 122 South Hahira City Limits	28.27	9.94	70
SR 401		6,851 feet north of SR 122 North Hahira City Limits	29.92	Cook Co. Line	31.65	1.73	70

Signs are to be installed by the Georgia DOT.

OFF-SYSTEM

ROAD NAME	WITHIN THE CITY / TOWN LIMITS OF <u>and/or</u> School Name	FROM	TO	LENGTH IN MILES	SPEED LIMIT
CR 3 / Boring Pond Rd.		SR 94 (ML 0.00)	CR 5 / Lake Park Rd. (ML 0.43)	0.43	45
CR 3 / Boring Pond Rd.		CR 5 / Lake Park Rd. (ML 0.43)	600' south of Rowell Rd (CR 674) (ML 4.57)	4.14	35
CR 3 / Boring Pond Rd.		600' south of Rowell Rd (CR 674) (ML 4.57)	106' south of Deerfield Rd (CR 675) (ML 4.91)	0.34	45
CR 3 / Boring Pond Rd.		106' south of Deerfield Rd (CR 675) (ML 4.91)	Mowell Rd. (CR 779) (ML 6.42)	1.51	55
CR 3 / Glenn Rd		Hickory Grove Rd. N. (CR 106)	SR 94 (ML 2.25)	2.25	55
CR 5 / Lake Park Road		CR 779 / Howell Rd. (ML 0.00)	CR 3 / Glenn Rd. (ML 4.09)	4.09	55
CR 13/ Moore Crossing		SR 38/ US Hwy 84 E.	Lakeland Hwy.	1.99	55
CR 16/ Old State Rd.		Lakeland Hwy	SR 135	5.38	45
CR 18 /Knights Academy Road		SR 125 (ML 0.00)	Ga. Southern RR (ML 1.46)	1.46	45
CR 18 / Knights Academy Road		Ga. Southern RR (ML 1.46)	SR 31/ US 221 (ML 6.50)	5.04	55
CR 28/ Old Naylor Rd.		SR 38/ US Hwy. 84 E.	Howell Rd.	7.27	55
CR 29/ Clyattstone Rd.		Old US 41 N.	Val Del Rd.	1.52	35
CR 32 / Bethany Dr.		CR 868 / Old US 41 (ML 0.00)	CR 57 / Val Del Rd. (ML 1.82)	1.82	55

ROAD NAME	WITHIN THE CITY / TOWN LIMITS OF and/or School Name	FROM	TO	LENGTH IN MILES	SPEED LIMIT
CR 38 / Union Rd.		CR 239 / Union Rd. (ML 0.00)	1690 feet south of SR 7 / US 41 (S. Hahira City Limits) (ML 2.84)	2.84	55
CR 38 / Union Rd.		1818 feet north of CR 63 / Coppage Rd. (N. Hahira City Limits) (ML 3.89)	Cook County Line (ML 5.84)	1.95	45
CR 40 / Coffee Rd. / Miller Bridge Rd.		CR 775 / Shiloh Rd. (ML 0.00)	SR 122 (ML 4.65)	4.65	55
CR 41 / New Bethel Rd.		CR 777 / Cat Creek Rd. (ML 0.00)	1954 feet west of SR 125 (W. Barretts City Limits) (ML 2.45)	2.45	55
CR 41 / New Bethel Rd.		1954 feet west of SR 125 (W. Barretts City Limits) (ML 2.45)	SR 125 (ML 2.82)	0.37	45
CR 41 / New Bethel Rd.		SR 125 (ML 2.82)	1109 feet east of SR 125 (ML 3.04)	0.22	35
CR 41 / New Bethel Rd.		1109 feet east of SR 125 (ML 3.04)	1320 feet east of CR 174 / Cooper Rd. (E. Barretts City Limits) (ML 3.40)	0.36	45
CR 41 / New Bethel Rd.		1320 feet east of CR 174 / Cooper Rd. (E. Barretts City Limits) (ML 3.40)	Lanier County Line (ML 4.39)	0.99	55
CR 42 & 156 / Upper New Bethel Rd.		Bemiss Rd.	New Bethel Rd.	3.02	45
CR 44 / Radar Site Road		SR 125 (ML 0.00)	CR 777 / Cat Creek Rd. (ML 1.82)	1.82	55
CR 46 / Ousley Rd.		CR 785 / Old Clyattville Rd. (ML 0.00)	SR 38 / US 84 (ML 10.95)	10.95	55
CR 51 / Jumping Gully Rd		CR 783 / Loch laurel Rd. (ML 0.00)	CR 402 / Lanes Rd. (ML 5.53)	5.53	55
CR 51 / Jumping Gully Rd		CR 402 / Lanes Rd. (ML 5.53)	SR 31 (ML 5.95)	0.42	45
CR 53 / Seckinger Rd.		Old Clyattville Rd.	Kinderlou / Clyattville Rd.	2.43	55
CR 57 / Val Del Rd.		SR 7 / US 41 (ML 0.00)	Cook County Line (ML 9.41)	9.41	55
CR 63 / Coppage Rd.		SR 11 / GA Hwy 122 E.	Val Del Rd.	2.05	45
CR 77 / Orr Rd.		CR 781 / Staten Rd. (ML 0.00)	CR 215 / Skipper Bridge Rd. (ML 1.50)	1.50	55
CR 78 / Skipper Bridge Rd		CR 973 / Skipper Bridge Rd. (M.L. 0.00)	CR 781 / Staten Rd. (ML 2.35)	2.35	55

ROAD NAME	WITHIN THE CITY / TOWN LIMITS OF and/or School Name	FROM	TO	LENGTH IN MILES	SPEED LIMIT
CR 94/ Dasher Johnson Rd.		Inner Perimeter Rd.	Howell Rd.	2.37	55
CR 96 / Ezell Rd.		Vann Rd. (CR 112) (ML 0.00)	SR 7 / US 41 (ML 3.94)	3.94	45
CR 98 / Johnston Rd.		SR 7 / US 41 (ML 0.55)	CR 106 / Hickory Grove Rd. (M.L. 3.62)	3.07	55
CR 106 / Hickory Grove Rd.		Echols County Line (ML 0.00)	SR 7 / US 41 (ML 7.95)	7.95	55
CR 126 / Good Hope Rd.		SR 38 / US 84 (ML 1.51)	Lanier County Line (ML 3.66)	2.15	55
CR 127 / Good Hope Circle Rd.		CR 126 / Good Hope Rd. (ML 0.00)	Lanier County Line (ML 0.75)	0.75	45
CR 136 / Old Quitman Hwy.		Brooks County Line (ML 0.00)	SR 38 / US 84 (ML 4.38)	4.38	55
CR 137 / Wetherington Lane		SR 38 / US 84 (ML 0.00)	1.41 miles north of SR 38 / US 84 (ML 1.41)	1.41	55
CR 138 / Forrest Street Ext.		CR 867 / Inner Perimeter Rd. (ML 1.75)	SR 125 (ML 3.22)	1.47	45
CR 138 / Forrest Street Ext. ■■■■■■■■■■ SCHOOL ZONE ***	<i>James Lovett Dewar Elementary School</i> School Days Only	295 feet north of Forest Run Dr.	621 feet north of CR 188 / Mt. Zion Church Rd.	0.30	25
CR 139/ Guest Road		Bemiss Rd.	Bemiss Knights Academy Rd.	1.40	35
CR 146 / Studstill Rd.		SR 125 (ML 0.85)	3274 feet east of SR 125 (ML 1.47)	0.62	45
CR 146 / Studstill Rd		3274 feet east of SR 125 (ML 1.47)	CR 18 / Knights Academy Rd. (ML 3.65)	2.18	45
CR 147/ Stafford Wright Rd.		Staten Rd.	Skipper Bridge Rd.	1.74	45
CR 160 / Quarterman Rd.		CR 165 / Hambrick Rd. (ML 0.00)	1 mile south of Hambrick Rd. (ML 1.00)	1.00	55
CR 160 / Quarterman Rd.		1 mile south of Hambrick Rd. (ML 1.00)	CR 165 / Hambrick Rd. (ML 3.53)	2.53	45
CR 165/ Hambrick Rd.		SR 11/ GA 122 E.	Cat Creek Rd.	2.36	45
CR 188 / North Oak St Ext.		792 feet west of Lake Laurie Drive (N. Valdosta City Limits) (ML 1.37)	CR 138 / Forrest Street Ext. (ML 2.47)	1.10	45
CR 188 / North Oak St. Ext. ■■■■■■■■■■	<i>Open Bible Christian School</i>	268 feet east of CR 906 / Lake Laurie Dr.	CR 638 / Oak Dr. (ML 1.80)	0.29	25

ROAD NAME	WITHIN THE CITY / TOWN LIMITS OF and/or School Name	FROM	TO	LENGTH IN MILES	SPEED LIMIT
SCHOOL ZONE ***		(ML 1.51)			
	School Days Only				
CR 188 / Mt Zion Church Road *** SCHOOL ZONE ***	<i>James Lovett Dewar Elementary School</i>	380 feet west of CR 138 / Forrest St. Ext. (ML 2.40)	CR 138 / Forrest St. Ext. (ML 2.47)	0.07	25
	School Days Only				
CR 189 Mt Zion Church Road *** SCHOOL ZONE ***	<i>James Lovett Dewar Elementary School</i>	CR 138 / Forrest St. Ext. (ML 2.47)	1600 feet East of CR 138 / Forrest Street Ext. (ML 2.77)	0.30	25
	School Days Only				
CR 191/ Bemiss Knights Academy Rd.		CR 146/ Studstill Rd.	Knights Academy Rd.	1.30	45
CR 192/ Bemiss Knights Academy Rd.		CR 146/ Studstill Rd.	Old Bemiss Rd.	0.90	35
CR 193 / Pine Grove Rd.		SR 125 (ML 0.00)	CR 777 / Cat Creek Rd. (ML 0.30)	0.30	35
CR 193 / Pine Grove Rd. SCHOOL ZONE	<i>Pine Grove Elementary School</i> 0730-0830 1500-1615 School Days Only	500 feet west of SR 125 (ML 0.10)	CR 777 (ML 0.30)	0.20	25
CR 201/ Mulligan Rd.		Bemiss Rd.	Old Pine Rd.	1.40	35
CR 205 / River Rd.		CR 92 / Reed Rd (ML 0.00)	CR 777 / Cat Creek Rd (ML 1.38)	1.38	45
CR 205 / River Rd.	<i>Pine Grove Elementary School</i> 0730-0830 1500-1615 School Days Only	1,584 feet east of CR 92 / Reed Rd (ML 0.30)	3,326 feet east of CR 92 / Reed Rd (ML 0.63)	0.33	25
CR 215 / McMillan/ SkipperBridge Rd.		CR 57 / Val Del Rd. (ML 0.00)	106 feet north of Dicky Run Rd. (ML 5.97)	5.97	55
CR 215 / McMillan/ SkipperBridge Rd		106 feet north of Dicky Run Rd. (ML 5.97)	CR 147 / Stafford Wright Rd. (ML 6.18)	0.21	45
CR 215 / McMillan/ SkipperBridge Rd		CR 147 / Stafford Wright Rd. (ML 6.18)	SR 125 (ML 6.46)	0.28	35
CR 226 /		CR 775 / Shiloh Rd.	CR 782 / Morven Rd.	0.52	55

ROAD NAME	WITHIN THE CITY / TOWN LIMITS OF and/or School Name	FROM	TO	LENGTH IN MILES	SPEED LIMIT
Shiloh Rd.		(ML 0.94)	(ML 1.46)		
CR 239 / Snake Nation Rd.		CR 775 / Shiloh Rd. (ML 0.00)	CR 40 / Miller Bridge Rd. (ML 5.40)	5.40	55
CR 239 / Franks Creek Rd.		CR 40 / Miller Bridge Rd. (ML 0.00)	1.1 Mile west of Union Rd. (ML 1.40)	1.40	55
CR 239 / Franks Creek Rd.		1.1 Mile west of CR / Union Rd. (ML 1.40)	CR / 38 Union Rd. (ML 2.50)	1.10	45
CR 239 / Union Rd.		CR 38 / Union Rd. (ML 7.65)	CR 868 / Old US 41 (ML 9.44)	1.79	55
CR 256 / Knights Ferry Rd.		CR 778 / Rocky Ford Rd. (ML 0.00)	528 feet west of CR 1098 / Adams Rd (ML 3.17)	3.17	55
CR 267 / Dasher Rd.		CR 320 / Old US 41 (ML 0.00)	2165 feet west of CR 97 / Carroll Ulmer Rd. (W. Dasher City Limits) (ML 0.78)	0.78	45
CR 267 / Dasher Rd. SCHOOL ZONE	<i>Georgia Christian School</i> 0715-0815 1445-1545 School Days Only	CR 320 / Old US 41 (ML 0.00)	CR 97 / Carroll Ulmer Rd. (ML 0.37)	0.37	25
CR 267 / Dasher Rd.		2165 feet west of CR 97 / Carroll Ulmer Rd. (W. Dasher City Limits) (ML 0.78)	CR 783 / Loch Laurel Rd. (ML 1.96)	1.18	55
CR 268 / Ben Hill Rd.		SR 7 / US 41 (ML 0.00)	CR 1 / Old Lake Park Rd (ML 1.14)	1.14	55
CR 274 / Lake Park-Bellville Rd.		Florida State Line (ML 0.00)	1320' W. of Holiday Road (ML 0.72)	0.72	55
CR 274 / Lake Park-Bellville Rd.		1320' W. of Holiday Road (ML 0.72)	Holiday Road (ML 0.97)	0.25	45
CR 274 / Lake Park-Bellville Rd.		Holiday Road (ML 0.97)	Enoch Road (1.54)	0.57	35
CR 274 / Lake Park-Bellville Rd.		Enoch Road (1.54)	1320' E. of Enoch Road (ML 1.79)	0.25	45
CR 274 / Lake Park-Bellville Rd.		1320' E. of Enoch Road (ML 1.79)	CR 279/ Cemetary Road (S. Lake Park City Limits) (ML 3.35)	1.56	55
CR 280 / Pikes Pond Rd.		Dead End (ML 0.00)	CR 926 / Caulk Dr. (ML 1.21)	1.21	55
CR 280 / Pikes Pond Rd.		CR 926 / Caulk Dr. (ML 1.21)	SR 376 (ML 2.36)	1.15	45
CR 318 / Copeland Rd.		SR 31 (ML 0.00)	CR 97 (Lester Rd) (ML 0.99)	0.99	35
CR 318 /		CR 97 (Lester Rd)	SR 7 / US 41	1.23	45

ROAD NAME	WITHIN THE CITY / TOWN LIMITS OF and/or School Name	FROM	TO	LENGTH IN MILES	SPEED LIMIT
Copeland Rd		(ML 0.99)	(ML 2.22)		
CR 318 / Copeland Rd. ----- SCHOOL ZONE ***	<i>Lowndes Middle School</i> School Days Only	CR 299 (ML 0.26)	1320 feet west of CR 97 / Carroll Ulmer Rd. (ML 0.74)	0.48	25
CR 320 / Old US 41		SR 7 / US 41 (ML 0.00)	SR7 / US 41 (ML 0.64)	0.64	35
CR 320 / Old US 41 SCHOOL ZONE	<i>Georgia Christian School</i> 0730-0815 1500-1615 School Days Only	1687 feet south of CR 267 / Dasher Rd. (ML 0.12)	324 feet south of CR 98 / Johnston Rd. (ML 0.44)	0.32	25
CR 321 / Old US 41		SR 7 / US 41 (ML 0.00)	SR 7 / US 41 (ML 0.39)	0.39	35
CR 322 / Old US 41		Dead End (ML 0.00)	SR 7 / US 41 (ML 2.44)	2.44	45
CR 323 / Old US 41		SR 7 / US 41 (ML 0.00)	SR 7 / US 41 (ML 0.89)	0.89	30
CR 343 / Riviera Prado		CR 323 / Old US 41 (ML 0.00)	Dead End (ML 0.53)	0.53	30
CR 360/ Zipperer Rd.		Dasher City Limits	Old Lake Park rd.	1.24	35
CR 379 / Danieli Dr.		CR 385 / Club Rd. (ML 0.57)	SR 7 / US 41 (ML 2.76)	2.19	30
CR 380 / Corinth Church Rd.		CR 783 / Loch laurel Rd. (ML 0.00)	SR 7 / US 41 (ML 1.71)	1.71	55
CR 385 / Club Rd.		CR 379 / Danieli Dr. (ML 0.00)	106 feet north of CS 1097 (W. Lake Park City Limits) (ML 0.49)	0.49	45
CR 391 / Mill Store / Peterson Rd.		CR 274 / Lake Park-Bellville Rd. (ML 0.00)	1.20 miles west of CR 274 / Lake Park-Bellville Rd. (ML 1.20)	1.20	55
CR 391 / Mill Store/ Peterson Rd.		1.20 miles west of CR 274 / Lake Park-Bellville Rd. (ML 1.20)	1.45 miles west of CR 274 / Lake Park-Bellville Rd. (ML 1.45)	0.25	45
CR 391 / Mill Store / Peterson / Zeigler Rd.		1.45 miles west of CR 274 / Lake Park-Bellville Rd. (ML 1.45)	SR 376 (ML 2.88)	1.43	35
CR 396 / Williams Rd.		CR 680 / Williams Rd. (ML 1.45)	CR 783 / Loch Laurel Rd. (ML 2.60)	1.15	55
CR 407 / Central St.		CR 780 / Clyattville-Nankin Rd. (ML 0.00)	CR 408 / Railroad Ave. (ML 0.40)	0.40	30
CR 415 /		SR 376	CR 961 / White Water	4.42	55

ROAD NAME	WITHIN THE CITY / TOWN LIMITS OF and/or School Name	FROM	TO	LENGTH IN MILES	SPEED LIMIT
Frontage Rd. S. / Whitewater Rd.		(ML 0.00)	Rd. (ML 4.42)		
CR 417/ Johnson Rd. South		Williams School Rd.	Clyatville Lake Park Rd.	2.45	45
CR 424 / Camellia Dr. S.		CR 427 / Oakdale Dr. (ML 0.00)	CR 780 / Clyatville-Nankin Rd. (ML 0.47)	0.47	35
CR 427 / Oakdale Dr.		SR 31 (ML 0.00)	CR 785 / Old Clyatville Rd. (ML 0.50)	0.50	35
CR 428 / Cedar St.		CR 427 / Oakdale Dr. (ML 0.00)	CR 429 / Park Dr. (ML 0.30)	0.30	35
CR 431 / Pine St.		CR 785 / Old Clyatville Rd. (ML 0.00)	CR 424 / Camellia Dr. S. (ML 0.26)	0.26	35
CR 432 / Walnut St.		CR 785 / Old Clyatville Rd. (ML 0.00)	CR 424 / Camellia Dr. S. (ML 0.30)	0.30	35
CR 448/ Howell Lane		Knights Academy Rd.	Mt. Zion Church Rd.	0.59	35
CR 449 / Smithbriar Dr.		CR 450 / Pine Point Circle (ML 0.00)	N. Oak St. (ML 0.71)	0.71	30
CR 456 / Engberg Ave.		CR 138 / Forrest Street Ext. (ML 0.00)	SR 125 (ML 0.43)	0.43	45
CR 466 / Northfield Rd.		CR 784 / Eager Rd. (ML 0.00)	50 feet east of Blandwood Rd. (S. Valdosta City Limits) (ML 0.40)	0.40	30
CR 470/ Tillman Crossing		Old US 41 North	Jerico Rd.	0.68	45
CR 508 / Old Clyatville Rd.		CR 785 / Old Clyatville Rd. (ML 0.00)	250 feet west of Southern RR (ML 0.86)	0.86	45
CR 508 / Old Clyatville Rd.		250 feet west of Southern RR (ML 0.86)	1320 feet east of Southern RR (S. Valdosta City Limits) (ML 1.16)	0.30	35
CR 511 / Lloyd Jackson/ Boone Rd.		CR 785 / Old Clyatville Rd. (ML 0.00)	CR 516 / Ridgecrest St. (ML 0.80)	0.80	45
CR 511 / Lloyd Jackson/ Boone Rd.		CR 516 / Ridgecrest St. (ML 0.80)	1109 feet south of SR 38 / US 84 (W. Valdosta City Limits) (ML 1.70)	0.90	35
CR 524 / James Road		SR 94 (ML 0.00)	SR 38 / US 84 (ML 2.51)	2.51	45
CR 524 / James Road SCHOOL ZONE	<i>Westside Elementary</i> 0730-0830 1500-1615 School Days Only	1,290 feet south of CR 532 / Westside Rd. (ML 1.39)	260 feet north of CR 532 / Westside Rd. (ML 1.68)	0.29	25
CR 525 /		CR 529 / Riverside Dr.	SR 38 / US 84	0.38	35

ROAD NAME	WITHIN THE CITY / TOWN LIMITS OF and/or School Name	FROM	TO	LENGTH IN MILES	SPEED LIMIT
Smith St.		(ML 0.00)	(ML 0.38)		
CR 529 / Riverside Dr.		SR 38 / US 84 (ML 0.00)	CR 525 / Smith St. (ML 0.57)	0.57	35
CR 532 / Westside Rd.		CR 524 / James Rd. (ML 0.00)	CR 533 / Briarwood Dr. (ML 0.76)	0.76	45
CR 532 / Westside Rd. SCHOOL ZONE	<i>Westside Elementary</i> 0730-0830 1500-1615 School Days Only	CR 524 / James Rd. (ML 0.00)	1040 feet east of CR 524 / James Rd. (ML 0.20)	0.20	25
CR 533 / Briarwood Dr.		CR 532 / Westside Rd. (ML 0.22)	SR 38 / US 84 (ML 0.62)	0.40	45
CR 549 / Val Tech Rd.		SR 133 (ML 0.00)	1500 feet south of I-75 R/W. (ML 1.47)	1.47	55
CR 549 / Val Tech Rd.		1500 feet south of I-75 R/W. (ML 1.47)	CR 775 / Shiloh Rd. (ML 3.17)	1.70	45
CR 553 / Coleman Rd. N.		SR 7 / US 41 (ML 0.00)	CR 469 / Stewart Circle (ML 1.15)	1.15	35
CR 570 / Old US 41		SR 7 / US 41 (ML 0.00)	SR 7 / US 41 (ML 0.59)	0.59	45
CR 577 / Deosta Rd.		CR 343 / Riviera Prado (ML 0.00)	CR 379 / Danieli Dr. (ML 0.34)	0.34	30
CR 580 / Teresa St.		CR 385 / Club Rd. (ML 0.00)	Dead End (ML 0.60)	0.60	30
CR 581 / Kelly Dr.		CR 486 / Blanton Dr. (ML 0.00)	SR 133 (ML 0.31)	0.31	30
CR 596 / Moss Oak Trail		SR 376 (ML 0.00)	CR 596 / Moss Oak Trail (ML 1.29)	1.29	30
CR 622 / Glen Meade Dr.		SR 7 / US 41 (ML 0.00)	Dead End (ML 0.78)	0.78	30
CR 638 / Oak Dr.		SR 125 (ML 0.00)	CR 188 / N. Oak Street Ext. (ML 0.42)	0.42	30
CR 639 / Mulberry Place		CR 637 / Pine Place (ML 0.00)	Dead End (ML 0.38)	0.38	30
CR 640 / Camellia Dr.		CR 638 / Oak Dr. (ML 0.00)	SR 125 (ML 0.72)	0.72	30
CR 663 / Carum Circle		SR 7 / US 41 (ML 0.00)	Dead End (ML 0.30)	0.30	35
CR 666 / Cloverleaf Road		CR 868 / Old US 41 (ML 0.00)	CR 666 / Cloverleaf Rd. (ML 0.65)	0.65	30
CR 671 / Academy Dr.		CR 189 / Mt Zion Church Rd. (ML 0.00)	CR 18 / Knights Academy Rd. (ML 0.57)	0.57	30
CR 672 / Parkwood Dr.		CR 189 / Mt Zion Church Rd. (ML 0.00)	CR 18 / Knights Academy Rd. (ML 0.56)	0.56	30
CR 686 / Pinewood Dr. S.		CR 783 / Loch Laurel Rd. (ML 0.00)	CR 760 / Evergreen Dr. (ML 0.39)	0.39	35

ROAD NAME	WITHIN THE CITY / TOWN LIMITS OF and/or School Name	FROM	TO	LENGTH IN MILES	SPEED LIMIT
CR 687 / Golf Dr.		CR 596 / Moss Oak Trail (ML 0.00)	CR 596 / Moss Oak Trail (ML 2.22)	2.22	30
CR 689 / Sequani Dr.		CR 605 / Saddlebags Rd. (ML 0.00)	CR 280 / Pikes Pond Rd. (ML 0.29)	0.29	30
CR 700 / Foxborough Blvd.		CR 570 / Old US 41 (ML 0.00)	CR 570 / Old US 41 (ML 1.09)	1.09	30
CR 731 / Oak Ridge Bend		CR 700 / Foxborough Blvd. (ML 0.00)	CR 732 / Amberley Trail (ML 0.41)	0.41	30
CR 732 / Amberley Trail		CR 700 / Foxborough Blvd. (ML 0.00)	CR 700 / Foxborough Blvd. (ML 0.28)	0.28	30
CR 733 / Lantern Lane		CR 731 / Oak Ridge Bend (ML 0.00)	CR 732 / Amberley Trail (ML 0.27)	0.27	30
CR 749 / Camellia Dr.		CR 188 / N. Oak Street Ext. (ML 0.00)	CR 188 / N. Oak Street Ext. (ML 0.44)	0.44	30
CR 755 / David Dr.		SR 376 (ML 0.00)	CR 843 / Woodsdale Dr. (ML 0.44)	0.44	30
CR 756 / Hammock Trail		Dead End (ML 0.00)	Dead End (ML 1.08)	1.08	30
CR 775 / Shiloh Rd.		SR 401 / I-75 (ML 0.00)	205 feet west of CR 913 / Holly Lane (ML 0.38)	0.38	45
CR 775 / Shiloh Rd.		205 feet west of CR 913 / Holly Lane (ML 0.38)	CR 226 / Shiloh Rd. (ML 7.76)	7.38	55
CR 775 / Old Valdosta Road		CR 40 / Coffee Rd. (ML 10.51)	Cook County Line (ML 12.40)	1.89	55
CR 776 / Webb Rd. N.		SR 122 (ML 0.00)	CR 40 / Coffee Rd. (ML 1.77)	1.77	55
CR 777 / Cat Creek Rd.		SR 125 (ML 0.00)	156 feet north of CR 695 / Norman Hall Rd. (ML 1.40)	1.40	45
CR 777 / Cat Creek Rd.		156 feet north of CR 695 / Norman Hall Rd. (ML 1.40)	Berrien County Line (ML 6.71)	5.31	55
CR 778 / Rocky Ford Road		CR 780 / Clyattville-Nankin Rd. (ML 0.00)	SR 38 / US 84 (ML 9.45)	9.45	55
CR 779 / Howell Rd.		SR 94 (ML 0.00)	1000 feet east of CR 439 / Clay Rd. (ML 0.65)	0.65	45
CR 779 / Howell Rd.		1000 feet east of CR 439 / Clay Rd. (ML 0.65)	Echols County Line (ML 10.64)	9.99	55
CR 780 /		Brooks County Line	CR 785 / Old Clyattville	4.93	55

ROAD NAME	WITHIN THE CITY / TOWN LIMITS OF and/or School Name	FROM	TO	LENGTH IN MILES	SPEED LIMIT
Clyattville-Nankin Rd.		(ML 0.00)	Rd. (ML 4.93)		
CR 780 / Clyattville-Nankin Rd.		CR 785 / Old Clyattville Rd. (ML 4.93)	SR 31 (ML 5.28)	0.35	45
CR 781 / Staten Rd.		(N. Valdosta City Limits) (ML 2.81)	CR 215 McMillan Rd.	2.08	55
CR 782 / Morven Rd.		Brooks County Line (ML 0.00)	SR 122 (ML 4.13)	4.13	55
CR 783 / Loch Laurel Rd.		Florida State Line (ML 0.00)	SR 376 (ML 3.96)	3.96	55
CR 783 / Loch Laurel Rd.		SR 376 (ML 3.96)	1.40 miles North of SR 376 (ML 5.36)	1.40	45
CR 783 / Loch Laurel Rd		1.40 miles North of SR 376 (ML 5.36)	1.10 miles South of SR 31 (ML 9.18)	3.82	55
CR 783 / Loch Laurel Rd		1.10 miles south of SR 31 (ML 9.18)	SR 31 (ML 10.28)	1.10	45
CR 785 / Old Clyattville Rd.		CR 780 / Clyattville-Nankin Rd. (ML 0.00)	CR 52/ Indian Ford Rd.. (S. Valdosta City Limits) (ML 7.89)	5.99	55
CR 785/Old Clyattville Rd.		CR 52/ Indian Ford Rd.. (S. Valdosta City Limits) (ML 7.89)	ACR 507/ Airport Rd.	1.90	45
CR 785 / St. Augustine Rd.		CR 511 / Lloyd Jackson-Boone Rd. (S. Valdosta City Limits) (ML 8.78)	1056 feet north of CR 510 / Jones Rd. (S. Valdosta City Limits) (ML 9.72)	0.94	45
CR 798 / Jodeco Rd.		CR 18 / Knights Academy Rd. (ML 0.00)	2534 feet north of CR 18 / Knights Academy Rd. (ML 0.48)	0.48	30
CR 813 / Fritz Lane		CR 456 / Engberg Ave. (ML 0.00)	Dead End (ML 0.25)	0.25	30
CR 814 / Danube Circle		CR 456 / Engberg Ave. (ML 0.00)	CR 860 / Schroer Road (ML 0.57)	0.57	30
CR 826 / San Juline Circle		CR 686 / Pinewood Dr. S. (ML 0.00)	1848 feet north of CR 686 / Pinewood Dr. S. (Dead End) (ML 0.35)	0.35	35
CR 834 / Green Brook Dr.		CR 622 / Glen Meade Dr. (ML 0.00)	CR 835 / Fern Bank Road (ML 0.45)	0.45	30
CR 835 / Fern Bank Rd.		CR 622 / Glen Meade Dr. (ML 0.00)	CR 834 / Green Brook Dr. (ML 0.60)	0.60	30
CR 836 / Winnwood Circle		SR 38 / US 84 (ML 0.00)	SR 38 / US 84 (ML 0.72)	0.72	30
CR 837 /		CR 836 / Winnwood	CR 836 / Winnwood	0.29	30

ROAD NAME	WITHIN THE CITY / TOWN LIMITS OF and/or School Name	FROM	TO	LENGTH IN MILES	SPEED LIMIT
Oakwood Dr.		Circle (ML 0.00)	Circle (ML 0.29)		
CR 839 / Treeview Dr.		CR 840 / Tall Pine Drive (ML 0.00)	CR 840 / Tall Pine Drive (ML 0.40)	0.40	35
CR 841 / Thornwood Way		CR 732 / Amberley Trail (ML 0.00)	Dead End (ML 0.30)	0.30	30
CR 860 / Schroer Rd.		SR 125 (ML 0.00)	CR 814 / Danube Circle (ML 0.31)	0.31	30
CR 867 / Perimeter Rd.		CR 1033 / Brookfield Drive (ML 0.76)	SR 125 (ML 1.52)	0.76	45
CR 867 / Perimeter Rd.		SR 38 / US 84 / Hill Ave. (S. Valdosta City Limits) (ML 5.72)	SR 7 / US 41 (ML 9.64)	3.92	55
CR 867 / Perimeter Rd. ■■■■■■■■■■ SCHOOL ZONE ***	<i>Moulton Branch Elementary School</i> School Days Only	2207 feet south of CR 467 / Crestview Dr. (ML 7.78)	CR 19 / Old Statenville Rd. (ML 8.24)	0.46	35
CR 867 / Perimeter Rd.		SR 7 / US 41 (ML 9.64)	SR 31 (ML 12.03)	2.39	55
CR 868/ Old US 41 N.		North Valdosta Rd.	CR 38/ Union Rd.	2.90	45
CR 868 / Old US 41		CR 38/ Union Rd.	475 feet south of CS 1102 (S. Hahira City Limits) (ML 6.54)	3.64	55
CR 868 / Old US 41 ■■■■■■■■■■ SCHOOL ZONE ***	<i>Valwood School</i> School Days Only	2177 feet south of CR 470 / Tillman Road (ML 1.83)	435 feet south of CR 470 / Tillman Road (ML 2.16)	0.33	35
CR 877 / Lochwood Dr.		2428 feet west of CR 836 / Winnwood Circle (Dead End) (ML 0.00)	CR 836 / Winnwood Circle (ML 0.46)	0.46	30
CR 891 / Mellow Dr.		2112 feet north of CR 891 / Mellow Dr. (Dead End) (ML 0.00)	CR 891 / Mellow Dr. (ML 0.40)	0.40	30
CR 897 / Pebble Creek Dr.		CR 777 (ML 0.00)	CR 897 (ML 0.78)	0.78	30
CR 900 / Ashurst Dr.		SR 125 (ML 0.00)	CR 901 / Becky St. (ML 0.26)	0.26	30
CR 902 / Hidden Hills Dr.		SR 125 (ML 0.00)	CR 902 / Hidden Hills Dr. (ML 0.26)	0.26	30
CR 903 /		CR 146 / Studstill Rd.	1425 feet south of	0.27	30

ROAD NAME	WITHIN THE CITY / TOWN LIMITS OF and/or School Name	FROM	TO	LENGTH IN MILES	SPEED LIMIT
Robin Lane		(ML 0.00)	CR 146 / Studstill Rd. (ML 0.27)		
CR 909 / Sutucka Circle		CR 798 / Jodeco Rd. (ML 0.00)	CR 798 / Jodeco Rd. (ML 0.44)	0.44	30
CR 910 / Swan Dr.		CR 666 / Cloverleaf Rd. (ML 0.00)	Dead End (ML 0.38)	0.38	30
CR 920 / Reed Rd.		Dead end (ML 0.00)	CR 215 / McMillan/SkipperBridge Rd.	0.71	35
CR 920 / Reed Rd.	<i>Pine Grove Elementary School/ Middle School</i>	528 feet north of CR 205 / River Rd (ML .44)	Dead End (ML 0.71)	0.27	25
SCHOOL ZONE	School Days Only				
CR 924 / Pikes Pond Dr.		CR 280 / Pikes Pond Rd. (ML 0.00)	Dead End (ML 0.53)	0.53	30
CR 927 / Country Side Dr.		CR 924 / Pikes Pond Drive (ML 0.00)	Dead End (ML 0.30)	0.30	30
CR 961 / Whitewater Rd.		SR 31 (ML 0.00)	1,500 feet south of the I-75 R/W (ML 1.00)	1.00	45
CR 961 / Whitewater Rd.		1,500 feet south of the I-75 R/W (ML 1.00)	SR 376 (ML 4.00)	3.00	55
CR 967 / Summer Field Dr.		CR 868 / Old US 41 (ML 0.00)	CR 968 / Springbrook Dr. (ML 0.29)	0.29	30
CR 973 / Skipper Bridge Rd.		CR 215 / McMillian-Skipper Bridge Rd. (ML 0.00)	CR 78/ Skipper Bridge Rd. (ML 0.68)	0.68	55
CR 1007 / Darian Dr-Liska Circle		CR 215 / McMillian-Skipper Bridge Rd. (ML 0.00)	CR 1007 DarianDr.-Liska Circle (ML 0.81)	0.81	35
CR 1270/ Lucas Richardson Rd.		Val Del Rd.	Dead End	2.05	25

of Lowndes is hereby requesting that the following roadways be approved for the use of speed detection devices:

LIST OF ROADWAYS
For
Lowndes County (inside City of Valdosta)
ON-SYSTEM

STATE ROUTE	WITHIN THE CITY / TOWN LIMITS OF and/or School Name	FROM	MILE POINT	TO	MILE POINT	LENGTH IN MILES	SPEED LIMIT
SR 7 (US 41)	VALDOSTA	686 feet South of SR 38 (south Valdosta City Limits)	17.65	912 feet north of Jaycee Shack Road	20.52	2.87	55

STATE ROUTE	WITHIN THE CITY / TOWN LIMITS OF and/or School Name	FROM	MILE POINT	TO	MILE POINT	LENGTH IN MILES	SPEED LIMIT
SR 7 (US 41) *** SCHOOL ZONE ***	VALDOSTA Valdosta High School School Days Only	4,934 feet north of SR 38/Hill Avenue	18.46	3,558 feet south of SR 31/Park Avenue	18.73	.27	55
SR 7 (US 41)	VALDOSTA	912 feet north of Jaycee Shack Road	20.52	250 feet north of Country Club Road	24.37	3.85	45
SR 7 (US 41)	VALDOSTA	250 feet north of Country Club Road	24.37	1,900 feet north of Country Club Road (North Valdosta City Limits)	24.68	.31	55
SR 7 AL	VALDOSTA	SR 7 South	0.00	115 feet north of CS 678 / Roosevelt Dr.	2.10	2.10	35
SR 7 AL	VALDOSTA	115 feet north of CS678/Roosevelt Dr.	2.10	SR 7	2.92	0.82	40
SR 7 AL *** SCHOOL ZONE ***	VALDOSTA Valdosta Middle School School Days Only	340 feet south of Burton	2.16	264 feet south of CR 784 / Northside Dr.	2.47	0.31	25
SR 7 S0 (US 41)	VALDOSTA	SR 7	0.00	SR 7 BU	0.48	0.48	25
SR 7 BU	VALDOSTA	2,200 feet north of CR 352 (south Valdosta City Limits)	0.89	3,000 feet north of CR 352	1.04	0.15	55
SR 7 BU	VALDOSTA	3,000 feet north of CR 352	1.04	106 feet north of Lee Street	2.32	1.28	45
SR 7 BU	VALDOSTA	106 feet north of Lee Street	2.32	105 feet south of Savannah Ave	3.23	0.91	35
SR 7 BU	VALDOSTA	105 feet south of Savannah Ave	3.23	Magnolia St.	3.59	0.36	25
SR 7 BU	VALDOSTA	Magnolia St.	3.59	700 feet south of Country Club Rd	6.70	3.11	35
SR 7 BU	VALDOSTA	700 feet south of Country Club Rd	6.70	SR 7 North	6.99	0.29	45
SR 31 (US 221)	VALDOSTA	SR 7	18.44	CR 443 (North Valdosta City Limits)	19.20	0.76	55
SR 38 (US 84)	VALDOSTA	1,161 feet west of CR 533 / Briarwood Dr. (W. Valdosta City Limits)	8.18	85 feet west of CS 090213/Wells Street.	10.57	2.39	45
SR 38 (US 84)	VALDOSTA	85 feet west of CS 090213/Wells Street.	10.57	33 feet east of CS 860 / Oak St.	10.79	0.22	35
SR 38 (US 84)	VALDOSTA	33 feet east of CS 860 / Oak St.	10.79	58 feet east of CS 996 / North Lee St.	11.13	0.34	25
SR 38	VALDOSTA	58 feet east of	11.13	102 feet east of	11.44	0.31	35

STATE ROUTE	WITHIN THE CITY / TOWN LIMITS OF and/or School Name	FROM	MILE POINT	TO	MILE POINT	LENGTH IN MILES	SPEED LIMIT
(US 84)		CS 996 / North Lee St.		CS 870 / Forrest St.			
SR 38 (US 84)	VALDOSTA	102 feet east of CS 870 / Forrest St.	11.44	1426 feet east of CS 806 / Blanchard St.	13.35	1.91	45
SR 38 (US 84)	VALDOSTA	1426 feet east of CS 806 / Blanchard St.	13.35	1230 feet east of CR 867 / Inner Perimeter Rd. (E. Valdosta City Limits)	14.43	1.08	55
SR 38 WE (US 84)	VALDOSTA	SR 38	0.00	470 feet east of CS 996 / North Lee St.	0.41	0.41	35
SR 38 WE (US 84)	VALDOSTA	470 feet east of CS 996/North Lee St.	0.41	50 feet west of CS 860 / Oak St.	0.65	0.24	25
SR 38 WE (US 84)	VALDOSTA	50 feet west of CS 860 / Oak St.	0.65	SR 38	0.91	0.26	35
SR 125	VALDOSTA	SR7	0.00	Engberg Avenue/North Valdosta City limit	0.12	0.12	45
SR125	VALDOSTA	433 North of Huntley Drive	1.88	650 feet north of Guest Road	2.55	0.67	45
SR 133	VALDOSTA	SR 38	0.00	211 feet south of CR 648 / Norman Dr.	1.50	1.50	45
SR 133	VALDOSTA	211 feet south of CR 648 / Norman Dr.	1.50	316 feet north of CR 524 / James Rd.	2.41	0.91	35
SR 133	VALDOSTA	316 feet north of CR 524 / James Rd.	2.41	2164 feet north of CR 524 / James Rd. (N. Valdosta City Limits)	2.76	0.35	45
SR 401 (I-75)	VALDOSTA	1,000 feet south of SR 38 (South Valdosta city limits)	15.83	1480 feet north of SR 133 (North Valdosta city limits)	18.33	2.50	70

Signs are to be installed by the Georgia DOT

*****SCHOOL ZONE HOURS ARE EFFECTIVE*****

A.M. from 45 minutes prior to commencement time to 15 minutes after commencement time –
SCHOOL DAYS ONLY

P.M. from 15 minutes prior to dismissal time to 45 minutes after dismissal time –
SCHOOL DAYS ONLY

OFF-SYSTEM

ROAD NAME	WITHIN THE CITY / TOWN LIMITS OF and/or School Name	FROM	TO	LENGTH IN MILES	SPEED LIMIT
-----------	---	------	----	-----------------	-------------

ROAD NAME	WITHIN THE CITY / TOWN LIMITS OF and/or School Name	FROM	TO	LENGTH IN MILES	SPEED LIMIT
Airport Road	VALDOSTA	Old Clyattville	Madison Hwy.	0.72	45
Alden Ave	VALDOSTA	Williams Street	Baytree Road	2.03	30
Azalea Drive	VALDOSTA	Gornito Road	Baytree Road	1.01	30
Baymeadows Drive	VALDOSTA	Park Ave	Moore Street	0.45	30
Baytree Drive	VALDOSTA	Melody Lane	Baytree Road	0.46	30
Baytree Road	VALDOSTA	Gornito Road	Oak Street	1.98	35
Bemiss Road	VALDOSTA	Ashley Street	Ledgesdale Circle	0.35	35
Bemiss Road	VALDOSTA	Ledgesdale Circle	Perimeter Road	1.14	45
Berkley Drive	VALDOSTA	Gornito Road	Eager Road	0.65	35
Berkley Drive ***** SCHOOL ZONE *****	VALDOSTA St. John's Catholic School	Gornito Road	Two Mile Branch	0.27	25
Bethune Street	VALDOSTA	Lake Park Road	Clay Road	0.95	30
Blanchard Street	VALDOSTA	Hill Ave.	Cypress Street	0.30	35
Blue Pool Drive	VALDOSTA	Tara Drive	Bemiss Road	0.42	30
Brookwood Drive	VALDOSTA	Troup Street	Forrest Street	0.67	30
Brookwood Drive	VALDOSTA	Oak Street	Patterson Street	0.17	35
Brookwood PL	VALDOSTA	Troup Street	Forrest Street	0.53	30
Caldwell Drive	VALDOSTA	Northside Drive	Tyndall Drive	0.30	25
Cherry Creek Road	VALDOSTA	Oak Street Ext.	Lake Laurie Drive	0.80	40
Cherry Creek Road	VALDOSTA	Lake Laurie Drive	Cherry Creek Drive	0.90	45
Cherry Creek Road	VALDOSTA	Cherry Creek Drive	1200' north of Orr Road (N. Valdosta City Limit)	1.10	55
Clay Road	VALDOSTA	Old Statenville Road	Bethune Street	0.39	45
Clay Road	VALDOSTA	Bethune Street	Hill Ave.	0.83	35
Connell Road	VALDOSTA	Ashley Street	Bemiss Road	0.79	40
Continental Drive	VALDOSTA	Old Statenville Road	Bethune Street	0.47	30
Continental Drive *** SCHOOL ZONE ***	VALDOSTA Maceo A. Horne Jr. Learning Center School Days Only	Morningside Drive	Old Statenville Road	0.20	25
Country Club Drive	VALDOSTA	Eager Road	Country Club Road	1.15	35
Country Club Road	VALDOSTA	Perimeter Road	North Valdosta Road	1.29	35
Cypress Street	VALDOSTA	Blanchard Street	Forrest Street	1.35	35
Cypress Street	VALDOSTA	Troup Street	Forrest Street	0.51	30
Dampier Street	VALDOSTA	Patterson Street	Madison Highway	0.30	35
Deborah Drive	VALDOSTA	Lakeland Ave.	Northside Drive	0.93	30
Eager Road	VALDOSTA	Country Club Drive	Oak Street	0.81	35
Eastwind Road	VALDOSTA	Forrest Street	Tyndall Drive	0.34	30
Ellis Drive	VALDOSTA	St. Augustine Road	Baytree Road	0.30	30

ROAD NAME	WITHIN THE CITY / TOWN LIMITS OF and/or School Name	FROM	TO	LENGTH IN MILES	SPEED LIMIT
Forrest Street	VALDOSTA	Northside Drive	Perimeter Road	0.75	45
Forrest Street	VALDOSTA	Northside Drive	Hill Ave.	2.71	35
Forrest Street	VALDOSTA	Hill Ave.	ML King Jr. Drive	0.35	30
Forrest Street *** SCHOOL ZONE ***	VALDOSTA W.G. Nunn Elementary School Days Only	127 feet south of Lexington Circle	250 feet south of Park Ave.	0.20	25
Fry Street	VALDOSTA	Lake Park Road	Hill Ave.	0.65	35
Fry Street *** SCHOOL ZONE ***	VALDOSTA Pinevale Elementary School School Days Only	200 feet south of Lake Park	McDougal Street	0.28	25
Georgia Ave.	VALDOSTA	Patterson Street	Gornto Road	1.02	30
Gordon Street	VALDOSTA	Melody Lane	Forrest Street	2.24	35
Gordon Street *** SCHOOL ZONE ***	VALDOSTA S.L. Mason Elementary School School Days Only	Greenwood Drive	75 feet east of Peeples Street	0.36	25
Gornto Road	VALDOSTA	St. Augustine Road	Baytree Road	0.36	35
Gornto Road	VALDOSTA	Baytree Road	Oak Street	2.62	35
Gornto Road *** SCHOOL ZONE *****	VALDOSTA St. Johns Catholic School School Days Only	100 feet east of White Oak Drive	100 feet east of Georgia Ave.	0.44	25
Griffin Ave	VALDOSTA	Patterson Street	73 feet East of John Street	0.42	35
Griffin Ave	VALDOSTA	73 feet East of John Street	Ulmer Ave	0.37	45
Habersham Road	VALDOSTA	Bemiss Road	Northside Drive	0.52	30
Highland Heights	VALDOSTA	Bemiss Road	Forrest Street	0.54	30
Howell Road ----- *** SCHOOL ZONE ***	VALDOSTA J. L. Lomax Elementary School Days Only	846 Feet West of Perimeter Road	2,711 feet West of Perimeter Road	0.25	25
Howell Road	VALDOSTA	2,651 West of Perimeter Road	3,301 West of Perimeter Road	0.12	45
Hollywood Drive	VALDOSTA	Hill Ave	Cypress Street	0.25	30
Hightower Street	VALDOSTA	River Street	Gordon Street	0.58	30
Gil Harbin Industrial Blvd.	VALDOSTA	Old Clyattville Road	Commerce Drive	0.36	35
Gil Harbin Industrial Blvd.	VALDOSTA	Old Clyattville Road	US 41 / SR 7	2.00	45
Jaycee Shack Road	VALDOSTA	Park Avenue	Northside Drive	0.80	45
Jaycee Shack Road	VALDOSTA	Northside Drive	Melissa Johnson Rd	0.83	55
Jaycee Shack Road	VALDOSTA	Melissa Johnson Road	Mt. Zion Church Road / North Valdosta City Limits	0.55	45
Jerry Jones Road	VALDOSTA	Baytree Road	Country Club Road	1.80	35

ROAD NAME	WITHIN THE CITY / TOWN LIMITS OF and/or School Name	FROM	TO	LENGTH IN MILES	SPEED LIMIT
Lake Laurie Drive	VALDOSTA	Cherry Creek Road	300 feet east of Valerie Place	0.60	35
Lake Laurie Drive	VALDOSTA	North Oak Street Ext.	Cherry Creek Road	1.00	40
Lake Laurie Drive *** SCHOOL ZONE ***	VALDOSTA Sallas-Mahone Elementary School School Days Only	1,900 feet east of Cherry Creek Road	2,900 feet east of Cherry Creek Road	0.19	25
Lake Laurie Drive	VALDOSTA	300 feet east of Valerie Place	Lakeshore Drive	0.25	30
Lake Laurie Drive	VALDOSTA	Perimeter Road	898 feet North of Perimeter Road	0.17	30
Lake Park Rd	VALDOSTA	M L King Jr. Drive	Fry Street	0.40	30
Lake Park Rd	VALDOSTA	Fry Street	Old Statenville Road	0.40	35
Lake Park Rd *** SCHOOL ZONE ***	VALDOSTA Pinevale Elementary School School Days Only	100 feet north of Way Street	130 feet south of New Hudson Street	0.53	25
Lakeland Ave	VALDOSTA	Bemiss Road	Park Avenue	0.90	30
Langdale Drive	VALDOSTA	Melrose Drive	Bemiss Road	0.50	30
Lankford Drive	VALDOSTA	Gordon Street	St. Augustine Road	0.58	35
Lankford Drive *** SCHOOL ZONE ***	VALDOSTA Parker Mathis Learning Center School Days Only	25 feet west of Dewar St.	286 feet west of Parker Mathis Dr.	0.08	25
Lausanne Dr	VALDOSTA	Troup Street	Forrest Street	0.52	30
Lee St	VALDOSTA	Griffin Ave.	M L King Jr Drive	0.57	35
Lee St	VALDOSTA	M L King Jr Drive	Magnolia Street	0.56	30
Lee St	VALDOSTA	Magnolia Street	Lakeland Ave.	1.65	35
Leone Ave	VALDOSTA	Forrest Street	Melrose Drive	0.37	30
Madison Highway	VALDOSTA	660 feet North of Perimeter Road	422 feet South of Oak Street	3.15	45
Madison Highway	VALDOSTA	422 feet South of Oak Street	Patterson Street	0.32	35
Magnolia Street	VALDOSTA	Oak Street	West Street	0.42	30
Magnolia Street	VALDOSTA	Hightower Street	St. Augustine Road	0.64	30
Mary St	VALDOSTA	Oak Street	Smith Street	0.59	30
M L King Jr Dr	VALDOSTA	Oak Street	Fry Street	0.71	30
McLeod Road	VALDOSTA	Baytree Road	Alden Ave	0.28	30
Melody Ln.	VALDOSTA	Gordon Street	Baytree Road	0.49	35
Melrose Drive	VALDOSTA	Park Ave	Pineview Drive	0.58	30
Melrose Dr	VALDOSTA	Northside Drive	Highland Heights	0.57	30
Moore Street	VALDOSTA	Forrest Street	Baymeadow Drive	0.41	30
Mt. Zion Church Road	VALDOSTA	Forrest Street	Howell Lane	0.33	35
Murray Rd	VALDOSTA	N Oak St Extension	Brookfield Drive	0.32	35
Myddleton Rd	VALDOSTA	Savannah Ave.	Railroad Street	0.26	35
Norman Dr	VALDOSTA	Baytree Road	St Augustine Road	0.53	35
Norman Dr	VALDOSTA	Hill Ave.	Hightower Creek	1.13	45
Norman Dr	VALDOSTA	Hightower Creek	St Augustine Road	0.61	40

ROAD NAME	WITHIN THE CITY / TOWN LIMITS OF and/or School Name	FROM	TO	LENGTH IN MILES	SPEED LIMIT
Norman Dr *** SCHOOL ZONE ***	VALDOSTA <i>Lowndes County High School</i> School Days Only	679 feet South of St. Augustine Road	2,640 feet South of St. Augustine Road	0.31	25
Northside Dr	VALDOSTA	Oak Street	Ashley Street	0.25	35
Northside Dr	VALDOSTA	N. Ashley Street	Bemiss Road	0.66	45
Northside Dr	VALDOSTA	Bemiss Road	Jaycee Shack road	1.43	35
Oak St Ext.	VALDOSTA	North Valdosta Road	1,623 feet north of Perimeter Rd.	0.72	35
Oak St Ext.	VALDOSTA	1,623 feet north of Perimeter Rd.	792 feet west of Lake Laurie Drive (N. Valdosta City Limits)	0.65	40
Oak St	VALDOSTA	Madison Hwy.	Central Ave.	1.01	30
Oak St	VALDOSTA	Central Ave.	Smithbriar Drive	3.56	35
Oak St *** SCHOOL ZONE ***	VALDOSTA <i>Valdosta Middle School</i> School Days Only	200 feet south of Northside Drive	85 feet north of Roosevelt Drive	0.29	25
Old Clyattville Rd	VALDOSTA	Mud Creek	Lloyd Jackson Road	1.00	45
Old Clyattville Rd	VALDOSTA	Norfolk South R/R Crossing/ S. City Limits	S Patterson Street	0.34	30
Old Statenville Rd	VALDOSTA	Troup Street	Ulmer Ave	0.48	30
Old Statenville Rd	VALDOSTA	Ulmer Ave	Clay Road	0.53	35
Old Statenville Rd *** SCHOOL ZONE ***	VALDOSTA <i>Maceo A. Horne Jr. Learning Center</i> School Days Only	423 feet West of Ulmer Ave	285 feet east of Continental Drive	0.13	25
Park Ave	VALDOSTA	Georgia Ave	Oak Street	0.30	30
Park Ave	VALDOSTA	Oak Street	Lee Street	0.84	35
Park Ave	VALDOSTA	Lee Street	3707 feet north of Jaycee Shack Road	1.24	45
Park Ave *** SCHOOL ZONE ***	VALDOSTA W.G. Nunn Elementary School School Days Only	400 feet West of Forrest Street	1766 feet East of Forrest Street	0.41	25
Park Ave *** SCHOOL ZONE ***	VALDOSTA Scintilla Charter Academy School Days Only	1100 feet West of Lonesome Dove	203 feet West of Lonesome Dove	0.17	35
Park Ave	VALDOSTA	3707 feet north of Jaycee Shack Road	Perimeter Road	1.68	55

ROAD NAME	WITHIN THE CITY / TOWN LIMITS OF and/or School Name	FROM	TO	LENGTH IN MILES	SPEED LIMIT
Park Ave *** SCHOOL ZONE ***	VALDOSTA J.L. Newbern Middle School School Days Only	2,001 feet North of Jaycee Shack Road	3,707 feet North of Jaycee Shack Road	0.32	35
Park Ave *** SCHOOL ZONE ***	VALDOSTA New Valdosta High School School Days Only	575 feet East of Dogwood Drive	420 feet West of Dogwood Drive	0.19	35
Pine Point Circle	VALDOSTA	Country Club Drive	Smithbriar Drive	0.79	30
Pineview Drive	VALDOSTA	Park Ave	Forrest Street	0.76	30
Pineview Drive	VALDOSTA	Forrest Street	Bemiss Road	0.82	35
River St	VALDOSTA	Oak Street	West Street	0.50	30
River St	VALDOSTA	West Street	St. Augustine Road	1.13	35
River Street	VALDOSTA	St Augustine Road	Norman Drive	0.56	40
Savannah Ave	VALDOSTA	Fry Street	Oak Street	0.69	30
Savannah Ave	VALDOSTA	Oak Street	St Augustine Road	1.37	35
Sherwood Dr South	VALDOSTA	Baytree Road	Springvalley Drive	0.59	30
Smith Ave	VALDOSTA	S Patterson Street	Madison Hwy.	0.60	35
Smithbriar Drive	VALDOSTA	Pine Point Circle	Briggs Street	0.53	30
St Augustine Rd	VALDOSTA	1056 feet north of Thomas Street	Hill Ave.	0.48	45
Sustella Ave/Lamar St	VALDOSTA	Gordon Street	Baytree Road	0.67	30
Tara Drive	VALDOSTA	Connell Road	Blue Pool	0.23	30
Toombs St	VALDOSTA	Brookwood Drive	Magnolia Street	0.85	30
Toombs St	VALDOSTA	Magnolia Street	Savannah Ave.	0.35	25
Toombs St	VALDOSTA	Savannah Ave.	Old Clyattville Road	0.62	30
Troup St	VALDOSTA	Vallotton Drive	M L King Jr Drive	1.51	30
Troup St	VALDOSTA	M L King Jr Drive	Griffin Ave.	0.60	35
Troup St *** SCHOOL ZONE ***	VALDOSTA <i>Pinevale</i> Elementary School School Days Only	Burrows Lane	150 feet south of Milton Street	0.28	25
Tucker Rd	VALDOSTA	S. Patterson Street	Madison Hwy.	0.74	45
Tyndall Dr	VALDOSTA	Perimeter Road	Caldwell Drive	0.70	30
Ulmer Ave	VALDOSTA	S Patterson Street	Old Statenville Road	0.26	35
Ulmer Ave *** SCHOOL ZONE ***	VALDOSTA <i>Maceo A. Horne Jr</i> Elementary School School Days Only	Donald Street	Old Statenville Road	0.08	25
Valley St	VALDOSTA	Oak Street	Lee Street	0.31	25
Vallotton Drive	VALDOSTA	Ashley Street	Troup Street	0.30	30
Wainwright Dr.	VALDOSTA	Baytree Drive	Ridgewood Drive	0.24	30
West St	VALDOSTA	Hill Ave	Gordon Street	0.80	30
Williams St	VALDOSTA	Ashley Street	Woodrow Wilson Drive	1.33	30
Woodrow	VALDOSTA	Patterson Street	Bemiss Road	0.49	35

ROAD NAME	WITHIN THE CITY / TOWN LIMITS OF and/or School Name	FROM	TO	LENGTH IN MILES	SPEED LIMIT
Wilson Dr					
Woodlawn Dr	VALDOSTA	Forrest Street	Vallotton Drive	0.64	30

Signs are to be installed by Lowndes County.

*****SCHOOL ZONES HOURS ARE EFFECTIVE*****

A.M. from 45 minutes prior to commencement time to 15 minutes after commencement time –

SCHOOL DAYS ONLY

P.M. from 15 minutes prior to dismissal time to 45 minutes after dismissal time –

SCHOOL DAYS ONLY

ALL LISTS AND PARTS OF LISTS IN CONFLICT WITH THIS LIST ARE HEREBY REPEALED.

Signature of Governing Authority:

Chairman, Board of Commissioners

Commissioner

Commissioner

Commissioner

Commissioner

Sworn and Subscribed before me

Commissioner

This ____ day of _____, _____.

NOTARY PUBLIC, or
Clerk

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: Georgia County Internship Program Grant for Summer 2024
Grant Period

DATE OF MEETING: March 26, 2024

Work Session/Regular Session

BUDGET IMPACT:
FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: Georgia County Internship Grant

HISTORY, FACTS AND ISSUES: The Probation Department was awarded a grant from ACCG to cover a paid internship for a record retention project. In exchange for the County hiring the intern(s) to perform projects as described in the approved County grant application and to learn about the operations of county government, the foundation shall provide reimbursement to the County.

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

RECOMMENDED ACTION: Approve

DEPARTMENT: Probation

DEPARTMENT HEAD: Ferlisha Rountree

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

GEORGIA COUNTY INTERNSHIP PROGRAM GRANT AGREEMENT

This **AGREEMENT** is made and entered into by and between the **ASSOCIATION COUNTY COMMISSIONERS OF GEORGIA CIVIC AFFAIRS FOUNDATION, INC.**, (the “**FOUNDATION**”), having its principal office at 191 Peachtree Street, Suite 700, Atlanta, Georgia, 30303, and _____ County (“**COUNTY**”), having its principal office at _____.

In exchange for valuable consideration, the parties agree as follows.

I. GENERAL TERMS.

A. Agreement Term:

This Agreement shall be effective as of the last date of execution by the parties. Pursuant to O.C.G.A. § 36-10-1, approval by the COUNTY’S governing authority and entry on the COUNTY’S minutes is necessary before the parties may execute. Evidence thereof shall be provided to the Foundation from the **COUNTY** Clerk’s Office as requested and incorporated into this Agreement.

B. Purpose of Agreement:

The **FOUNDATION** is providing grant funding through the Georgia County Internship Program pursuant to the grant award letter (“Grant Award Letter”) (**Exhibit A**) to reimburse certain costs to the **COUNTY** to employ interns to complete projects as described in the county grant application (“County Grant Application”) (**Exhibit B**) from May 1, 2024 until September 1, 2024. This Agreement provides the terms and conditions under which the **COUNTY** may receive reimbursement from the **FOUNDATION**.

II. REIMBURSEMENT TO COUNTY.

In exchange for the **COUNTY** hiring the intern(s) to perform projects as described in the approved County Grant Application and to learn about the operations of county government, the **FOUNDATION** shall provide reimbursement to the **COUNTY** as follows:

A. Use of Grant Funds.

1. Amount of Reimbursement

ACCG Civic Affairs Foundation

- a. **Hourly Rate.** The **FOUNDATION** shall reimburse the **COUNTY** for the cost of wages at the rate of \$15.00 per hour for each hour worked up to 200 hours, for a maximum reimbursement of \$3000.00 for wages per intern, per internship, unless the **COUNTY** has agreed to pay a percentage of the costs as described within the County Grant Application.

The **COUNTY** may pay the intern at a higher rate than \$15.00 per hour at its own expense as provided for in their approved County Grant Application or as established at a later time by the **COUNTY**. In either case, the **COUNTY** shall be responsible for payment for all the costs above the reimbursed hourly rate of \$15.00 per hour, including workers' compensation and FICA.

- b. **Workers' Compensation.** The **FOUNDATION** shall reimburse the **COUNTY** for a portion of the cost to cover the intern under the **COUNTY'S** workers' compensation plan in the Foundation's sole discretion up to a maximum reimbursement rate of up to \$30.00 per intern, per internship.
- c. **FICA.** The **FOUNDATION** shall reimburse the **COUNTY** for a portion of the cost of paying Federal Insurance Contributions Act (FICA) in the Foundation's sole discretion at a maximum reimbursement of up to \$229.50 per intern, per internship.

2. **Additional Compensation for Intern.** The **COUNTY** may pay the intern(s) in an amount greater than \$15.00 per hour or allow the intern(s) to work more than 200 hours during the grant period. However, the **COUNTY** will not be entitled to additional grant reimbursement for wages, workers' compensation, FICA or any other employment costs for the additional wages or hours.

III. Obligations of COUNTY:

- A. **Use of Grant Funds.** Grant reimbursement is limited to the actual amount of wages paid and approved employment costs for up to 200 hours of actual work performed by a qualified intern, from May 1, 2024 to September 1, 2024, for the Foundation approved internship project as described within the attached County Grant Application.
- B. **Compensation.** The **COUNTY** shall pay interns funded in whole or in part by this grant a minimum of \$15.00 per hour for each hour suffered or permitted to be worked by the intern.
- C. **Internship Requirements.** All interns must have on site supervision, be provided with work projects as provided in the approved County Grant Application submitted by the **COUNTY** and be afforded the opportunity to learn about the operations of county government.
- D. **Required Information: Proof of Payment of Intern and Reporting Requirements.** Upon completion of the internship, the **COUNTY** shall provide the following information

ACCG Civic Affairs Foundation

to the **FOUNDATION**: (1) copy of the offer letter provided to the intern upon hire; (2) employment verification, including the E-Verify usage and acknowledgement form (E-Verify Usage and Acknowledgement Form”) (**Exhibit C**); (3) proof of payment for each payment period for every intern receiving funding through this Agreement; (4) signed and completed reimbursement form (“Reimbursement Form”) (**Exhibit D**); and (5) completed Intern Evaluation Form (**Exhibit E**). All required information shall be submitted by the COUNTY and received by the FOUNDATION by October 11, 2024 in order to be eligible to receive grant reimbursement.

- E. Hiring of Intern.** In order to be eligible to receive the reimbursement provided for in Paragraph A of Section II of this Agreement, the **COUNTY** must hire an intern who is an undergraduate student, graduate student, recent college graduate, or a high school student 16 years of age or older who is dually enrolled in a college program, as an employee to perform the projects as provided for in the approved County Grant Application. The **COUNTY** may not hire an intern as an independent contractor for reimbursement under this Agreement. The intern hired must be willing and agreeable to having certain information shared about them and their internship pursuant to this Agreement. The COUNTY must submit to the FOUNDATION no later than July 15, 2024; intern consent form (“Intern Consent Form”) (**Exhibit F**); the intern information form (“Intern Information Form”) (**Exhibit G**); and an intern photograph.
- F. Tax Withholdings.** The **COUNTY** is responsible for withholding all applicable state and federal income taxes on an intern’s earnings.
- G. Nondiscrimination in Employment Practices.** The **COUNTY** agrees to comply with federal and state laws, rules and regulations, relative to nondiscrimination in employment practices because of political affiliation, religion, race, color, sex, disability, age over 40 years, national origin or any other protected class as provided by law. Nondiscrimination in employment practices is applicable to employees, applicants for employment, promotions, demotions, dismissal and other elements affecting employment/employees.
- H. Compliance with Applicable Provisions of Federal and State Laws and Regulations.** The **COUNTY** agrees to comply with all applicable federal and state laws, including, but not limited to:
- 1. The Americans with Disabilities Act.** The **COUNTY** agrees to comply with all applicable provisions of the Americans with Disabilities Act (ADA) and any relevant federal and state laws, rules and regulations regarding employment practices toward individuals with disabilities and the availability/accessibility of programs, activities, or services for clients with disabilities.
 - 2. Fair Labor Standards Act**
 - 3. Georgia Security and Immigration Compliance Act.** The **COUNTY** agrees to comply with all of the E-Verify usage and hiring requirements as provided for in O.C.G.A. § 13-10-91(a).

ACCG Civic Affairs Foundation

- I. **Duty to Notify FOUNDATION.** It shall be the duty of the COUNTY to notify the FOUNDATION if an intern quits or is terminated by the COUNTY within five (5) days of separation.

- J. **Nepotism.** If the COUNTY has a nepotism policy for new hires, that policy shall apply to the hire and engagement of any intern reimbursed in whole or in part through this grant. In the absence of such a policy, the COUNTY shall refrain from hiring interns who are closely related by blood or marriage to COUNTY employees or officials who have a hiring or supervisory role over the intern. The COUNTY shall apply its personnel policies on dating in the workplace to any intern hired through this grant. If the COUNTY fails to follow these requirements, the COUNTY will not receive grant funding for any of the interns who have been involved in any of the aforementioned activities at the sole discretion of the FOUNDATION.

- K. **Campaign and Other Impermissible Activities.** Interns hired through the Georgia County Internship Program and paid through grant funding are not permitted to work on campaigns for elections of commissioners or for any other elected official as part of their work with the COUNTY. Interns are further not permitted to run personal errands for COUNTY officials and staff or work on projects that are unrelated to county government. If the COUNTY fails to follow these requirements, they will not receive grant funding for any of the interns who have been involved in any of the aforementioned activities at the sole discretion of the FOUNDATION.

IV. CONTRACT MODIFICATION

No amendment, modification, or alteration of this AGREEMENT shall be valid or effective unless such modification is made in writing and signed by both parties.

V. TERMINATION

This Agreement may be terminated in the following circumstances:

- A. **Due to default or for cause.** The FOUNDATION may terminate this AGREEMENT at any time if the COUNTY fails to perform any of its obligations under this AGREEMENT and fails to cure any breach within 10 days of a notice of breach and intention to terminate by the FOUNDATION. The COUNTY shall be required to submit all required information identified in Section III (D) not later than 20 days after the date of written notice of termination. The COUNTY shall not receive any grant reimbursement for costs incurred after the date of termination or in the event a breach occurred that could not be satisfied.

- B. **Due to Early Separation of Intern.** Should the intern funded by this grant be separated from the COUNTY'S employment prior to the expiration of their internship period, this AGREEMENT shall terminate within 20 days of the separation unless another

ACCG Civic Affairs Foundation

undergraduate student, graduate student, recent graduate, or a high school student 16 years of age or older who is dually enrolled in a college program, is hired to continue and complete the approved internship within the grant period and at least 100 hours are remaining of the internship.

- C. **Natural Termination.** Unless otherwise terminated, this Agreement shall terminate December 31, 2024.
- D. **Survival.** The following sections shall survive termination for any reason of this Agreement: Access to Records, Records Retention, and Investigation; Hold Harmless; Program Publicity and COUNTY Participation;

VI. Access to Records, Records Retention, and Investigation

- A. The **FOUNDATION** shall have access to any pertinent books, documents, papers, and records of the **COUNTY** for the purpose of making audit examinations, excerpts, and transcripts. The **COUNTY** shall retain all records related to this grant for seven years from submission of the required information. If any litigation, claim, or audit is started before the expiration of the seven-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.
- B. The **COUNTY** agrees that the **FOUNDATION** has the authority to investigate any allegation of misconduct made by the **COUNTY** pertaining to this Agreement. The **COUNTY** agrees to cooperate fully in such investigations by providing the **FOUNDATION** reasonable access to its records and any other resources as necessary to investigate the allegation.

VII. Hold Harmless

To the extent permitted by law, the **COUNTY** agrees to hold harmless the **FOUNDATION**, Association County Commissioners of Georgia, their employees and agents for any claim growing out of any action performed by the **COUNTY**, its agents or employees under any provision of this contract.

VIII. Program Publicity and COUNTY Participation

- A. The **COUNTY** agrees to allow preplanned site visits from the **FOUNDATION** for the purpose of interviewing the intern(s) and supervisor, taking photographs, video, or audio, and reviewing projects that have been assigned. The **COUNTY** further agrees that any photographs or information obtained during such site visits may be used to promote the Georgia County Internship Program and **FOUNDATION**, which may include, but is not limited to, usage through websites, social networking sites, brochures, press releases, and other forms of media.

ACCG Civic Affairs Foundation

- B. The **COUNTY** further agrees that any promotional information by the **COUNTY** regarding the Georgia County Internship Program must be preapproved by the **FOUNDATION**.
- C. The **COUNTY** additionally agrees that any research, study, review, or analysis relative to the Georgia County Internship Program, or internship, conducted by or on behalf of the **COUNTY** must be reviewed and approved by the **FOUNDATION**.

XI. Miscellaneous Provisions

- A. The intern is an employee of the county. At no time shall the intern be considered an employee or independent contractor of the **FOUNDATION**, or the Association County Commissioners of Georgia.
- B. Neither the **FOUNDATION** nor any of its employees, agents, or subcontractors shall be considered a partner, employee, or agent of the **COUNTY**.
- C. Neither party to this **AGREEMENT** shall have the authority to bind the other party.

This **AGREEMENT** is executed and shall be controlled by the laws of the State of Georgia.

XII. CONTRACT EXHIBIT INCLUSION:

This contract includes the following exhibits, which are attached and incorporated herein by reference:

Exhibit A	Grant Award Letter
Exhibit B	County Grant Application
Exhibit C	E-Verify Usage and Acknowledgement Form
Exhibit D	Reimbursement Form
Exhibit E	Intern Evaluation Form
Exhibit F	Intern Consent Form
Exhibit G	Intern Information Form

ACCG Civic Affairs Foundation

COUNTY:

ASSOCIATION COUNTY COMMISSIONERS OF
GEORGIA CIVIC AFFAIRS FOUNDATION, INC.:

Signature

Signature

Printed Name

Dave Wills

Printed Name

Title:

Secretary-Treasurer

Title:

This ____ day of _____, 2024

This ____ day of _____, 2024

COUNTY CLERK CERTIFICATION:

The undersigned Clerk of the governing authority of _____ County, DOES HEREBY CERTIFY that the Georgia County Internship Program Grant Agreement with the Association County Commissioners of Georgia Civic Affairs Foundation, Inc. was adopted by the _____ County Governing Authority in a meeting that was properly advertised and open to the public on _____, 2024, and that the original of said agreement appears of record in the minute book of the County, which is in my custody and control.

WITNESS my hand and the official seal of the governing authority of County.

(SEAL)

Clerk

ACCG Civic Affairs Foundation

February 6, 2024

Ms. Rachel Thrasher
327 N. Ashley Street
Valdosta, GA 31601

Dear Ms. Thrasher,

I am pleased to inform you that Lowndes County has been awarded a **Georgia County Internship Program (GCIP) grant** from the Association County Commissioners of Georgia Civic Affairs Foundation (“ACCG Civic Affairs Foundation”) contingent upon the parties entering into the terms and conditions of the Georgia County Internship Program Grant Agreement (the “Agreement”) that this grant award letter is incorporated hereto. A grant contract package is enclosed for you to complete and return. Upon proper completion of such as solely determined by the ACCG Civic Affairs Foundation, this grant is awarded for the 2024 summer program in the amount of **\$3,259.50** for the **Records Protection Program for Probation Intern** project to cover **one internship**. The grant provided must be used to fund costs associated with the intern’s salary, FICA, and worker’s compensation as specified in the Agreement.

Please contact Michele NeSmith at mnesmith@accg.org or at 404-922-8737 if you need assistance with grant requirements or in publicizing the proposed internship position. While the ACCG Civic Affairs Foundation will post this position through their website and help to publicize it through other channels, it is the responsibility of the County to recruit, interview and hire the intern. In the event the County is unable to hire a summer intern for the project description provided, the grant award designated for this purpose will be rescinded in full.

Congratulations and thank you for participating in the GCIP 2024 grant program.

Sincerely,



Dave Wills
Association County Commissioners of Georgia Civic Affairs Foundation Secretary-Treasurer

cc: Chair Bill Slaughter
Ferlisha Rountree
Belinda Cantrell Lovern
Paige Dukes

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: Lowndes County Board of Health Environmental Health Fees

DATE OF MEETING: March 26, 2024

Work Session/Regular Session

BUDGET IMPACT:

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: Lowndes County Board of Health Environmental Health Fees

HISTORY, FACTS AND ISSUES: GA Code 31-3-4 (2016) empowers the county boards of health to establish fees for environmental health services. However, no fees may be charged unless the fees have been approved by the county governing authority. The Lowndes County Board of Health and the district director of health approved the attached fee schedule on February 27, 2024. We are requesting county commission approval of our fees.

OPTIONS: 1. Approve the fees.
2. Board's Pleasure

RECOMMENDED ACTION: Board's Pleasure

DEPARTMENT: County Manager

DEPARTMENT HEAD: Paige Dukes

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

South Health District Environmental Health Fees

Current Lowndes County Fee Structure

<u>Food Service</u>	<u>Fees</u>
<u>Yearly Inspection Fees Based on # of Seats (Indoor and/or Outdoor)</u>	
<i>This fee includes all routine compliance inspections for one year.</i>	
0 Seats	\$300
1-49 Seats	\$400
50+ Seats	\$500
Mobile Unit	\$150/Unit
Mobile Unit Base of Operation	\$150
<u>Informal Inspections/Staff Trainings</u>	No Charge
<u>Plan Review (New Construction/Extensive Remodel)</u>	Yearly Fee
<i>This fee includes the review of all plans for the construction or extensive remodel of a new food service establishment (application, menu, processes, engineered plans, equipment specs, etc.) and includes the initial/opening inspection.</i>	
<u>Plan Review (Existing Facility/Change of Ownership)</u>	1/2 of Yearly Fee
<i>This fee includes the review of the application, menu, processes, equipment, etc. of a previously permitted facility.</i>	
<u>Reinspections (Required or Requested)</u>	1/2 of Yearly Fee
<i>This fee includes reinspections due to an Unsatisfactory score or a Requested reinspection.</i>	
<u>Temporary For-Profit Permit</u>	\$150/Permit
<i>This fee includes all compliance inspections and issuance of a temporary permit.</i>	
<u>Temporary Nonprofit</u>	No Charge

<u>Land Use</u>	<u>Fees</u>
<u>Subdivision Lot/Mobile Home Park Plan Review</u> <i>This fee includes site evaluation, review of design layout of development and engineering plans of proposed lots.</i>	\$120/Lot
<u>Site Evaluation (New)</u> <i>This fee includes the evaluation of a parcel to determine the suitability of the soil for on-site septic systems based on the proposed use. Fee applies for an evaluation or a re-evaluation only.</i>	\$120/Evaluation
<u>Septic Permit (New)</u> <i>This fee includes the septic permit for a new residential or commercial facility and also includes the inspection associated with the installation of the septic system.</i>	\$120/Permit
<u>Site Evaluation (Repair)</u> <i>This fee includes the evaluation of a parcel with an existing septic system that is in failure to determine the optimal placement for the REPAIR system.</i>	\$90/Evaluation
<u>Septic Permit (Repair)</u> <i>This fee includes the septic REPAIR permit for an existing residential or commercial facility and also includes the inspection associated with the installation of the septic system.</i>	\$90/Permit
<u>Septic Install Re-inspection</u> <i>This fee is applicable to those jobs which require additional trips and system inspections to correct the faults in construction.</i>	\$120/Re-inspection
<u>Existing Septic System Evaluation</u> <i>This fee includes the evaluation of existing septic tank systems.</i>	\$80/Evaluation
<u>Well Site and Location Permit</u> <i>This fee includes the site evaluation and well location permit only.</i>	\$80/Permit
<u>Water Sample</u> <i>This fee includes the sampling and testing of drinking water for total coliform and E. coli.</i>	\$80/Sample
<u>Septic Pumper Inspection</u> <i>This fee applies to septic tank pumper's annual permit and inspection of the pumping equipment.</i>	\$150/Truck
<u>Portable Toilet Pumper Inspection</u> <i>This fee applies to portable toilet pumper's annual permit and inspection of the pumping equipment.</i>	\$150/Truck
<u>Filled Site Certification</u> <i>This fee applies to the certification of fill material on sites that require the use of fill for a drain field design.</i>	\$200/Evaluation

<u>Tourist Accomodation</u>	<u>Fees</u>
<u>Yearly Inspections Based on # of Rooms</u>	
<i>This fee includes all routine compliance inspections for one year.</i>	
0-24 rooms	\$200
25-74 rooms	\$300
75+ rooms	\$400
<u>Plan Review (New Facility)</u>	Yearly Fee
<i>This fee includes the review of all plans for the construction or extensive remodel of a new tourist accommodation (application, engineered plans, equipment specs, etc.) and includes the initial/opening inspection.</i>	
<u>Plan Review (Existing Facility/Change of Ownership)</u>	1/2 Yearly Fee
<i>This fee includes the review of the application, equipment, etc. of a previously permitted facility.</i>	
<u>Re-inspection</u>	1/2 Yearly Fee
<i>This fee includes reinspections due to an Unsatisfactory score or a Requested reinspection.</i>	

<u>Public Swimming Pools/Water Parks</u>	<u>Fees</u>
<u>Pool Inspection</u>	\$100/Inspection
<i>This fee includes all routine compliance inspections.</i>	
<u>Pool Re-inspection</u>	\$100/Inspection
<i>This fee includes reinspections due to an Unsatisfactory score or a Requested reinspection.</i>	
<u>Water Park Ride Inspection</u>	\$100/Inspection
<i>This fee includes all routine compliance inspections.</i>	
<u>Water Park Ride Re-inspection</u>	\$100/Inspection
<i>This fee includes reinspections due to an Unsatisfactory score or a Requested reinspection.</i>	
<u>Plan Review Per Pool/Water Park Ride</u>	\$400
<i>This fee includes the review of all plans for the construction or extensive remodel of a new pool or water park ride (application, engineered plans, equipment specs, etc.) and includes the initial/opening inspection.</i>	

Body Art**Fees****Plan Review (New Construction/Extensive Remodel)**

Yearly fee

This fee includes the review of all plans for the construction or extensive remodel of a new body art establishment (application, engineered plans, equipment specs, etc.) and includes the initial/opening inspection.

Plan Review (Existing Facility)

1/2 Yearly Fee

This fee includes the review of the application, equipment, etc. of a previously permitted facility.

Yearly Inspection Fees Based on # of Booths in Facility

This fee includes all routine compliance inspections for one year.

One (1) Booth

\$300

Two to Five (2-5) Booths

\$400

Six plus (6+) Booths

\$500

Miscellaneous

\$25 per 15 Min (\$100/Hr)

This fee includes other environmental services and will be charged in increments of 15 minutes.

Exclusions

Certain governmental facilities, governmental sponsored facilities, public schools, and other applicable facilities to be determined by the District Health Director. Additionally, the District Health Director reserves the authority to waive any environmental health fee he/she deems necessary.

Lowndes County
Board of Health

Under the authority of the Official Code of Georgia annotate, Title 31, Chapter 3 (GA Code 31-3-4) 2023, the Board of Health hereby establishes updated Environmental Health fees (see attached fee schedule).

All money collected shall be handled in accordance with acceptable accounting procedures and deposited in the Board of Health general fund account of this county and used in accordance with Georgia Law.

The effective date of this fee schedule shall be thirty (30) days after the approval by the Lowndes County Board of Commissioners.

Mark J. Eames MD

District Health Director

Frances Brewer PhD

Chairman, Board of Health

2-27-24

Date Approved

County D Shreeley

Attest

<u>South Health District Environmental Health Fees</u> Current Lowndes County Fee Structure		Proposed EH Fee Structure
<u>Food Service</u>	<u>Fees</u>	<u>Proposed Fees</u>
<u>Yearly Inspection Fees Based on # of Seats (Indoor and/or Outdoor)</u>		
<i>This fee includes all routine compliance inspections for one year.</i>		
0 Seats	\$200	\$300
1-49 Seats	\$300	\$400
50+ Seats	\$400	\$500
Mobile Unit	\$150/unit	\$150/unit
Mobile Unit Base of Operation	\$150	\$150
<u>Informal Inspections/Staff Trainings</u>	No Charge	No Charge
<u>Plan Review (New Construction/Extensive Remodel)</u>	Yearly fee	Yearly Fee
<i>This fee includes the review of all plans for the construction or extensive remodel of a new food service establishment (application, menu, processes, engineered plans, equipment specs, etc.) and includes the initial/opening inspection.</i>		
<u>Plan Review (Existing Facility/Change of Ownership)</u>	1/2 of yearly fee	1/2 Yearly Fee
<i>This fee includes the review of the application, menu, processes, equipment, etc. of a previously permitted facility.</i>		
<u>Reinspections (Required or Requested)</u>	1/2 of yearly fee	1/2 Yearly Fee
<i>This fee includes reinspections due to an Unsatisfactory score or a Requested reinspection.</i>		
<u>Temporary For-Profit Permit</u>	\$100/permit	\$150/permit
<i>This fee includes all compliance inspections and issuance of a temporary permit.</i>		
<u>Temporary Nonprofit</u>	No Charge	No Charge

<u>Land Use</u>	<u>Fees</u>	<u>Proposed Fees</u>
<u>Subdivision Lot/Mobile Home Park Plan Review</u> <i>This fee includes site evaluation, review of design layout of development and engineering plans of proposed lots.</i>	\$90/lot	\$120/lot
<u>Site Evaluation (New)</u> <i>This fee includes the evaluation of a parcel to determine the suitability of the soil for on-site septic systems based on the proposed use. Fee applies for an evaluation or a re-evaluation only.</i>	\$90/evaluation	\$120/evaluation
<u>Septic Permit (New)</u> <i>This fee includes the septic permit for a new residential or commercial facility and also includes the inspection associated with the installation of the septic system.</i>	\$90/permit	\$120/permit
<u>Site Evaluation (Repair)</u> <i>This fee includes the evaluation of a parcel with an existing septic system that is in failure to determine the optimal placement for the REPAIR system.</i>	\$45/evaluation	\$90/evaluation
<u>Septic Permit (Repair)</u> <i>This fee includes the septic REPAIR permit for an existing residential or commercial facility and also includes the inspection associated with the installation of the septic system.</i>	\$45/permit	\$90/permit
<u>Septic Install Re-inspection</u> <i>This fee is applicable to those jobs which require additional trips and system inspections to correct the faults in construction.</i>	\$90/re-inspection	\$120/re-inspection
<u>Existing Septic System Evaluation</u> <i>This fee includes the evaluation of existing septic tank systems.</i>	\$60/evaluation	\$80/evaluation
<u>Well Site and Location Permit</u> <i>This fee includes the site evaluation and well location permit only.</i>	\$60/permit	\$80/permit
<u>Water Sample</u> <i>This fee includes the sampling and testing of drinking water for total coliform and E. coli.</i>	\$50/sample	\$80/sample
<u>Septic Pumper Inspection</u> <i>This fee applies to septic tank pumper's annual permit and inspection of the pumping equipment.</i>	\$100/truck	\$150/truck
<u>Portable Toilet Pumper Inspection</u> <i>This fee applies to portable toilet pumper's annual permit and inspection of the pumping equipment.</i>	\$100/truck	\$150/truck
<u>Filled Site Certification</u> <i>This fee applies to the certification of fill material on sites that require the use of fill for a drain field design.</i>		\$200

<u>Tourist Accomodation</u>	<u>Fees</u>	<u>Proposed Fees</u>
<u>Yearly Inspections Based on # of Rooms</u>		
<i>This fee includes all routine compliance inspections for one year.</i>		
0-24 rooms	\$150	\$200
25-74 rooms	\$200	\$300
75+ rooms	\$250	\$400
<u>Plan Review (New Facility)</u>	Yearly fee	Yearly Fee
<i>This fee includes the review of all plans for the construction or extensive remodel of a new tourist accommodation (application, engineered plans, equipment specs, etc.) and includes the initial/opening inspection.</i>		
<u>Plan Review (Existing Facility/Change of Ownership)</u>	1/2 yearly fee	1/2 Yearly Fee
<i>This fee includes the review of the application, equipment, etc. of a previously permitted facility.</i>		
<u>Re-inspection</u>	1/2 yearly fee	1/2 Yearly Fee
<i>This fee includes reinspections due to an Unsatisfactory score or a Requested reinspection.</i>		

<u>Public Swimming Pools/Water Parks</u>	<u>Fees</u>	<u>Proposed Fees</u>
<u>Pool Inspection</u>	\$60/inspection	\$100/inspection
<i>This fee includes all routine compliance inspections.</i>		
<u>Pool Re-inspection</u>	\$60/inspection	\$100/inspection
<i>This fee includes reinspections due to an Unsatisfactory score or a Requested reinspection.</i>		
<u>Water Park Ride Inspection</u>	\$100/inspection	\$100/inspection
<i>This fee includes all routine compliance inspections.</i>		
<u>Water Park Ride Re-inspection</u>	\$100/inspection	\$100/inspection
<i>This fee includes reinspections due to an Unsatisfactory score or a Requested reinspection.</i>		
<u>Plan Review Per Pool/Water Park Ride</u>	\$200	\$400
<i>This fee includes the review of all plans for the construction or extensive remodel of a new pool or water park ride (application, engineered plans, equipment specs, etc.) and includes the initial/opening inspection.</i>		

Body Art	Fees	Proposed Fees	Note: The state has taken over certifying body artists now so we no longer receive any artists fees
<u>Plan Review (New Construction/Extensive Remodel)</u> <i>This fee includes the review of all plans for the construction or extensive remodel of a new body art establishment (application, engineered plans, equipment specs, etc.) and includes the initial/opening inspection.</i>	Yearly fee	Yearly Fee	
<u>Plan Review (Existing Facility)</u> <i>This fee includes the review of the application, equipment, etc. of a previously permitted facility.</i>	1/2 yearly fee	1/2 yearly fee	
<u>Permitting Fee for Body Art Establishment</u> <i>This fee includes all routine compliance inspections for one year. This fee will include the permit for one facility and the one artist/operator. Additional artist permits will be \$100 per year for each additional artist.</i>	Facility: \$400 Additional Artist: \$100	\$300 \$400 \$500	for 1 booth for 2-5 booths for 6+ booths
<u>Miscellaneous</u> <i>This fee includes other environmental services and will be charged in increments of 15 minutes.</i>	\$15 per 15 mins	\$25 per 15min (\$100/hr)	
<u>Exclusions</u> <i>Certain governmental facilities, governmental sponsored facilities, public schools, and other applicable facilities to be determined by the District Health Director. Additionally, the District Health Director reserves the authority to waive any environmental health fee he/she deems necessary.</i>			

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: Advanced Disposal Services Residential Solid Waste Franchise Renewal

DATE OF MEETING: March 26, 2024

Work
Session/Regular
Session

BUDGET IMPACT: \$0.00

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: Advanced Disposal Services Solid Waste Southeast, Inc. Residential Solid Waste Franchise renewal for 2024-2025

HISTORY, FACTS AND ISSUES: Advanced Disposal Services Solid Waste Southeast, Inc., a division of Waste Management, Inc., has applied to renew its existing Franchise for Residential Solid Waste Collections Services which is scheduled to expire on March 31, 2024.

Enclosed is a proposed renewed Franchise Agreement. The agreement is for a term of one year, beginning April 1, 2024 and ending on March 31, 2025.

(Other than updating various dates in the Franchise Agreement, it is identical to the existing Franchise)

OPTIONS: 1. Approve proposed renewed Franchise for Residential Solid Waste Collection Services for Advanced Disposal Services Solid Waste Southeast, Inc. and authorize the Chairman to execute the Franchise on behalf of the County.

2. Redirect

RECOMMENDED ACTION: Board's Pleasure

DEPARTMENT: Human Resources

DEPARTMENT HEAD: Kevin Beals

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:



March 15, 2024

Lowndes County Board of Commissioners
Mrs. Paige Dukes, County Manager
327 N Ashley Street
Valdosta, GA 31601

Dear Mrs. Dukes:

Please accept this letter from WM as our intent to renew the Lowndes County Franchise Agreement for the period of April 1, 2024, through March 31, 2025.

Sincerely,

Steve Edwards

Steve Edwards
Public Sector Services
Sedward1@wm.com
Cell 770 560-4025

300 Colonial Center Parkway * Suite 230 * Roswell, GA 30076

**FRANCHISE
FOR RESIDENTIAL SOLID WASTE COLLECTION SERVICES**

THIS FRANCHISE (the “Franchise”) is granted effective as of the 1st day of April, 2024 by the BOARD OF COMMISSIONERS OF LOWNDES COUNTY, GEORGIA (the “County”) to, and is accepted and agreed to by, ADVANCED DISPOSAL SERVICES SOLID WASTE SOUTHEAST, INC. (“Franchisee”).

WITNESSETH:

WHEREAS, the County desires to promote, preserve, and protect the public health, safety, and general welfare by providing for the collection, transportation, and disposal of solid waste generated by residential premises located within the unincorporated areas of Lowndes County;

WHEREAS, providing for and regulating the collection, transportation, and disposal of solid waste generated by residential premises located within the unincorporated areas of Lowndes County is a valid exercise of the County’s police power;

WHEREAS, Franchisee was issued a residential solid waste collection franchise by the County to offer and to provide residential solid waste collection services serving residents of the unincorporated areas of Lowndes County effective April 1, 2023, for a term of April 1, 2023, through March 31, 2024, inclusive (the “April 1, 2023, Franchise”);

WHEREAS, on April 11, 2023, the County adopted an Ordinance amending the 2015 Lowndes County Solid Waste Ordinance effective immediately (the “April 11, 2023, Ordinance”);

WHEREAS, the April 11, 2023, Ordinance amended Section 3.1(c) of the 2015 Lowndes County Solid Waste Ordinance regarding pricing for basic service;

WHEREAS, the April 11, 2023, Ordinance also amended Section 3.6 of the 2015 Lowndes County Solid Waste Ordinance regarding hours of operation of collection centers;

WHEREAS, the County and Franchisee desire to amend Section 14 of the April 1, 2023, Franchise regarding pricing for basic service to conform to the April 11, 2023, Ordinance;

WHEREAS, the County and Franchisee desire to amend Section 23 of the April 1, 2023, Franchise regarding hours of operation of collection centers to conform to the April 11, 2023, Ordinance;

WHEREAS, Franchisee desires to continue to operate a business, enterprise, and commercial activity offering and providing residential solid waste collection services within and serving residents of the unincorporated areas of Lowndes County;

WHEREAS, the County desires to issue and grant to Franchisee, and Franchisee desires to accept and agree to, the right and privilege to offer and to provide such residential solid waste collection services serving residents of the unincorporated areas of Lowndes County, in each case pursuant and subject to the conditions, terms, provisions, requirements, and obligations of the 2015 Lowndes County Solid Waste Ordinance, as amended, (the “Solid Waste Ordinance”) and this Franchise; and

WHEREAS, the granting of this Franchise to authorize and to permit Franchisee to provide residential solid waste collection services is authorized by the Solid Waste Ordinance duly adopted by the County;

NOW, THEREFORE, in consideration of the foregoing, the respective representations, warranties, covenants, and agreements of Franchisee set forth herein, the sum of Ten and no/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are each hereby acknowledged, Lowndes County does hereby issue and grant to Franchisee, and Franchisee, intending to be legally bound hereby, does hereby accept and agree to this Franchise, as follows:

1. Definitions. Terms not otherwise defined in this Franchise shall have the meaning ascribed to them in the Solid Waste Ordinance unless the context clearly requires otherwise.

2. Grant of Franchise. Pursuant to the Solid Waste Ordinance, the County hereby issues and grants to Franchisee this Franchise authorizing Franchisee to provide residential solid waste collection services to residents and to use the public roads and rights-of-way of Lowndes County for such purpose, all in accordance with and subject to each of the conditions, terms, provisions, requirements, and obligations of the Solid Waste Ordinance and this Franchise.

3. Non-exclusivity. This Franchise is nonexclusive. The County may issue and grant other nonexclusive franchises pursuant to the Solid Waste Ordinance to other franchisees for the provision of residential solid waste collection services to residents.

4. Number of Nonexclusive Franchisees. The County may issue such number of nonexclusive franchises pursuant to the Solid Waste Ordinance, and may limit such number of nonexclusive franchises it issues pursuant to the Solid Waste Ordinance, as it determines from time to time for reasons and purposes reasonably related to the public health, safety, and general welfare, including but not limited to the availability of residential solid waste collection service to residents of each residential premise, the adequate provision of such service, the quality of customer service provided, the reasonableness of price therefor, and the effect of solid waste service vehicles on county roads and the public.

5. Effective Date, Term of Franchise. The effective date of this Franchise is April 1, 2024. The term of this Franchise shall be from April 1, 2024, through March 31, 2025, inclusive.

6. Provision of Basic Service to Residents of all Residential Premises. Franchisee shall offer and provide basic service to any and all residents who request and subscribe to such service.

7. Collection Centers. For and during the term of this Franchise, the County grants Franchisee a license to use the real property located at 4758 Loch Laurel Road and 4040 Pine Grove Road, more fully described on Exhibits A and B hereto (the “collection centers”), for the limited purpose of receiving for collection at the collection centers residential recycling materials, yard waste, and bulky items pursuant to and in accordance with the Ordinance and this Franchise. Franchisee shall not remove any trees or landscaping materials from said property or make any permanent modifications or improvements to said property without prior written approval of the County Manager. Franchisee may terminate said license as to either or both of the collection centers upon thirty (30) days’ prior written notice to the County. Said license shall also terminate as to either or both of the collection centers in the event Franchisee discontinues use of either or both of the collection centers for said purposes for more than thirty (30) days.

8. Collection of Residential Garbage. Franchisee’s basic service shall include the collection of a subscriber’s residential garbage at curbside on a collection day designated by Franchisee at least one (1) time per week.

9. Collection of Bulky Items. Franchisee’s basic service shall include the collection of a subscriber’s bulky items either (a) at the collection centers or (b) at curbside. If Franchisee’s basic service includes the collection of a subscriber’s bulky items at curbside, Franchisee shall collect such bulky items at curbside on a collection day designated by Franchisee at least one (1) time every other week based upon the subscriber’s requesting Franchisee by telephone to collect such bulky items at least two (2) business days prior to the designated collection day, provided however, Franchisee shall not be obligated to collect more than five (5) cubic yards of bulky items from the subscriber’s premises at a single collection day. If Franchisee’s basic service includes the collection of a subscriber’s bulky items at the collection centers, Franchisee may upon request of a subscriber collect a subscriber’s bulky items at curbside as an additional service.

10. Collection of Yard Waste. Franchisee’s basic service shall include the collection of a subscriber’s yard waste either (a) at the collection centers or (b) at curbside. If Franchisee’s basic service includes the collection of a subscriber’s yard waste at curbside, Franchisee shall collect such yard waste at curbside on a collection day designated by Franchisee at least one (1) time every other week. If Franchisee’s basic service includes the collection of a subscriber’s yard waste at the collection centers, Franchisee may upon request of a subscriber collect a subscriber’s yard waste at curbside as an additional service.

11. Collection of Residential Recycling Materials. Franchisee’s basic service shall include the collection of a subscriber’s residential recycling materials either (a) at the collection centers or (b) at curbside. If Franchisee’s basic service includes the collection of a subscriber’s residential recycling materials at curbside, Franchisee shall collect such residential recycling materials at curbside on a collection day designated by Franchisee at least one (1) time every other week. If Franchisee’s basic service includes the collection of a subscriber’s residential recycling materials at the collection centers, Franchisee may upon request of a subscriber collect a subscriber’s residential recycling materials at curbside as an additional service. Franchisee shall ensure all residential recycling materials it collects from its subscribers are processed for recycling and are not disposed in a landfill. In the event Franchisee is unable to dispose of a certain type or types

of recyclable materials for recycling, and with prior written approval of the County Manager, Franchisee may notify its subscribers that they shall not include such certain type or types of recyclable materials in the residential recycling materials they deliver to Franchisee for collection either at the collection centers or at curbside. Franchisee shall not be responsible for the collection of any residential recycling materials at curbside or at the collection centers if residential garbage is mixed with such residential recycling materials.

12. Back-Door Pick-up. Franchisee shall provide back-door pick-up of residential garbage from each of its subscribers who is because of injury or infirmity unable to place his or her solid waste cart at curbside provided no other resident of the subscriber's residential premise is able to place the subscriber's solid waste cart at curbside. If Franchisee collects residential recycling materials at curbside, Franchisee shall provide back-door pick-up of residential recycling materials from each of its subscribers who is because of injury or infirmity unable to place his or her recycling container at curbside provided no other resident of the subscriber's residential premise is able to place the subscriber's recycling container at curbside. Franchisee shall accept the written statement of a physician of the subscriber's lack of ability to place the subscriber's solid waste collection cart and/or recycling container at curbside as sufficient evidence and proof of the subscriber's lack of such ability.

13. Uniform Fee. Franchisee shall charge each of its subscribers the same uniform fee for basic service and the same uniform fee or fees for additional services provided pursuant to this Franchise.

14. Pricing for Basic Service. Franchisee shall not charge its subscribers in excess of \$25.00 per month for the basic service Franchisee provides pursuant to this Franchise.

15. Additional Services. In addition to its basic service, Franchisee may offer and provide its subscribers additional services and charge uniform fees determined by Franchisee therefor; provided, however, if Franchisee's basic service includes the collection of bulky items, yard waste, or residential recycling materials at the collection centers, Franchisee may provide its subscribers who are because of injury or infirmity unable to use the collection centers a discounted fee in such amount as Franchisee determines for the additional service or services of curbside collection of bulky items, yard waste, or residential recycling materials provided such discounted fee is uniform for all such subscribers who are because of injury or infirmity unable to use the collection centers.

16. Days and Hours of Curbside Collection. Franchisee shall collect residential solid waste at curbside, whether as a basic service or as an additional service, only on weekdays between the hours of 7:00 a.m. and 7:00 p.m. except to perform emergency work or service required to safeguard the immediate health, safety, and general welfare of the public.

17. Collection from Persons Other than Franchisee's Subscribers. Franchisee may collect bulky items, yard waste, and/or residential recycling materials, whether at curbside or at the collection centers, from persons other than its subscribers for such fee or fees to which Franchisee and such other persons agree.

18. Franchisee's Vehicles.

(a) Franchisee shall collect residential garbage from its subscribers in vehicles specifically designed for the collection of residential garbage. Such vehicles shall have fully enclosed leak resistant compaction bodies. Franchisee shall provide a sufficient number of such vehicles for the curbside collection of residential garbage from Franchisee's subscribers.

(b) If Franchisee collects any of bulky items, yard waste, or residential recycling materials at curbside, whether as a basic service or as an additional service, Franchisee shall provide a sufficient number of vehicles for the curbside collection thereof from Franchisee's subscribers.

(c) Franchisee shall ensure that solid waste it transports by its vehicles does not spill, leak, or blow from such vehicles.

(d) Each vehicle Franchisee uses to provide residential solid waste collection services shall be kept in good repair, appearance, and a sanitary condition at all times.

(e) Each vehicle Franchisee uses to provide residential solid waste collection services shall be clearly and prominently marked on both its left and right sides with Franchisee's name and telephone number.

19. Additional Solid Waste Carts; Additional Recycling Containers.

(a) Franchisee shall furnish one (1) solid waste cart to each of its subscribers at no charge. Franchisee shall maintain its solid waste carts in a reasonably good condition. Franchisee shall supply one (1) or more additional solid waste carts to any of its subscribers upon request and may charge such subscribers an additional monthly fee of up to \$5.00 for each additional solid waste cart supplied and the curbside collection of residential garbage associated with each additional cart supplied. Franchisee shall repair or replace its solid waste carts at no charge to its subscriber if such repair or replacement is due to reasonable wear and tear. Franchisee may charge a subscriber for the cost of repair or replacement of solid waste carts if such repair or replacement is required as a result of a subscriber's excessive abuse, neglect, or damage, or due to fire or theft.

(b) If Franchisee collects residential recycling materials at curbside, Franchisee shall furnish one (1) recycling container to each of its subscribers at no charge. Franchisee shall maintain its recycling containers in a reasonably good condition. If Franchisee collects residential recycling materials at curbside, Franchisee shall supply one (1) or more additional recycling containers to any of its subscribers from whom it collects residential recycling materials at curbside upon request and may charge such subscribers an additional monthly fee of up to \$5.00 for each additional recycling container supplied and the curbside collection of residential recycling materials associated with each additional cart supplied. Franchisee shall repair or replace its recycling containers at no charge to the subscriber if such repair or replacement is due to reasonable wear and tear. Franchisee may charge subscribers for the cost of repair or replacement of recycling containers if such repair or replacement is required as a result of a subscriber's excessive abuse, neglect, or damage, or due to fire or theft.

20. Subscription Fees. Franchisee shall not charge its subscribers a subscription fee or any other fee upon subscription.

21. Termination Fees. Franchisee may charge a subscriber a termination fee or such other fee upon termination of the subscriber's subscription in any amount to which Franchisee and its subscriber agree.

22. Suspension of Curbside Collection on Holidays. Franchisee may suspend the collection of residential solid waste which Franchisee collects at curbside, either as a basic service or as an additional service, on holidays observed by the County provided Franchisee collects such residential solid waste within the two (2) business days before or after such holiday and provides at least seven (7) days' advance notice to affected subscribers of the suspension of such service and the day on which such service will be provided.

23. Hours of Operation of Collection Centers. If Franchisee operates the collection centers, it shall operate such centers at least during the following hours: 8:00 a.m. to 6:00 p.m. each Friday, Saturday, and Monday, and 1:00 p.m. to 6:00 p.m. each Sunday, excepting holidays observed by the County.

24. Staffing and Operation of Collection Centers. If Franchisee operates the collection centers, it shall staff the collection centers with a sufficient number of trained employees to handle efficiently, adequately, and timely the vehicular traffic through the collection centers and the volume of residential solid waste delivered to the collection centers and to assist subscribers delivering solid waste to the collection centers. Franchisee may adopt and enforce reasonable rules consistent with industry practice for the efficient operation of the collection centers provided such rules are not inconsistent with the Ordinance or this Franchise and are approved in advance in writing by the County Manager.

25. Equipment and Containers. If Franchisee operates the collection centers, it shall equip such collection centers with sufficient equipment and containers to handle efficiently, adequately, and timely the volume of residential solid waste delivered to the collection centers. Franchisee shall keep such equipment and containers in good repair, appearance, and sanitary condition at all times. Upon termination of this Franchise, or termination of Franchisee's license to the collection centers prior thereto, Franchisee shall, at its sole expense, remove all of its equipment, containers, and any other property from the collection centers.

26. Cost of Operation of Collection Centers. If Franchisee operates the collection centers, it shall be responsible for and shall indemnify and hold the County harmless for all costs, expense, and risk of and associated with operating the collection centers.

27. Maintenance and Appearance of Collection Centers. If Franchisee operates the collection centers, it shall be responsible for the maintenance and neat appearance of the collection centers, including without limitation keeping the premises free of litter, mowing any grass on the premises, and trimming any shrubbery on the premises.

28. Information and Educational Materials. Franchisee shall provide information and educational materials to the public and specifically its subscribers regarding the residential solid waste collection services Franchisee provides pursuant to this Franchise. The information and materials which Franchisee provides its subscribers shall include (a) Franchisee's curbside

collection schedules, (b) at least seven (7) days' advance notice to subscribers of holidays on which the franchisee will suspend the collection of solid waste at curbside and the alternative day on which such service will be provided, (c) at least fourteen (14) days' advance notice of any other change in a subscriber's designated collection day, (d) the hours of operation of the collection centers, (e) information regarding the obligations and responsibilities of subscribers under the Ordinance, including the obligations of subscribers regarding the placement of residential solid waste at curbside and the removal of solid waste carts and recycling containers from curbside, and (f) at least sixty (60) days' advance notice of any change in Franchisee's fees to its subscribers, including any change in Franchisee's fee for basic service, fees for additional solid waste carts and recycling containers, and fees for additional services.

29. Franchise Fees. During the term of the Franchise, Franchisee shall pay a franchise fee to the County for the regulation in Lowndes County of residential solid waste, residential solid waste collection services, the administration and enforcement of the Solid Waste Ordinance, and the administration and enforcement of this Franchise. Such franchise fee shall be paid at the rate of \$3.00 per ton of residential garbage collected by Franchisee in the unincorporated area pursuant to this Franchise. Such franchise fee shall be paid on a monthly basis, with Franchisee paying to the County by the last day of each calendar month the franchise fee due for residential garbage collected by Franchisee in the unincorporated area or otherwise from residents during the immediately preceding calendar month. Each payment by Franchisee of the franchise fee shall be accompanied by a written statement, certified by an officer of Franchisee or executive level manager responsible for the area or region of Franchisee's operations that includes Lowndes County, showing in such form and detail as the County Manager may prescribe, the total tonnage of residential garbage collected by Franchisee in the unincorporated area during the calendar month for which such franchisee fee is being paid, the calculation of such franchise fee then being paid by Franchisee, and also accompanied by copies of landfill weight tickets evidencing such total tonnage and such other information as the County Manager may from time to time require.

30. Billing and Collection. Franchisee shall be solely responsible for the billing and collection of its charges to its subscribers and shall bear all cost, expense, and risk in connection therewith, including nonpayment by any subscriber.

31. Disposal of Solid Waste. Franchisee shall dispose residential garbage collected by it from its subscribers at curbside and at the collection centers only at the Evergreen Landfill on Wetherington Lane, Valdosta, Georgia or at such other lawfully permitted or licensed disposal facility approved in advance in writing by the County Manager and shall be responsible for and indemnify and hold the County harmless from all risk and the payment of all costs and fees associated with such disposal.

32. Prohibition Against Commingling. Franchisee shall not commingle residential solid waste collected from residents pursuant to this Franchise with any commercial solid waste or any other solid waste originating from elsewhere within the County or from outside the County.

33. Title and Ownership of Waste. Title to and ownership of residential solid waste collected by Franchisee from residents pursuant to this Franchise shall pass to Franchisee once it is placed

in a vehicle or other equipment under control of Franchisee or received by Franchisee at the collection centers.

34. Indemnity. Franchisee shall, at its sole cost and expense, fully indemnify, defend, and hold harmless the County, its officers, boards, commissioners, employees, representatives, and agents from and against any and all claims, suits, actions, fines, penalties, liability, costs, loss, damage, and judgments of any kind, including personal injury and/or death, and including reasonable attorneys' fees, expenses, and costs of settlement, arising from or relating to Franchisee's negligence or willful misconduct during the collection, transportation, or disposal of solid waste, whether or not the act or omission complained of is authorized, allowed, or prohibited by this Franchise or the Solid Waste Ordinance, and from any breach or violation by Franchisee of this Franchise or the Solid Waste Ordinance.

35. Performance Bond. Before providing residential solid waste collection services pursuant to this Franchise and at all times during the term of this Franchise, Franchisee shall furnish to the County and maintain in effect a surety bond in the amount of \$250,000 issued by a financially sound and reputable corporate surety authorized to do business in the State of Georgia reasonably acceptable to the County as security for Franchisee's performance of each and every of its obligations under this Franchise and the Solid Waste Ordinance.

36. Insurance.

(a) Franchisee shall maintain in full force and effect insurance of the types and in the amounts set forth below. Franchisee shall furnish to the County with its execution and delivery of this Franchise and annually thereafter if this Franchise is renewed, or at any time upon the County's request, certificates of insurance or other evidence satisfactory to the County to the effect that such insurance has been procured and is in force and certifying that the County shall receive at least thirty (30) days' notice prior to any modification, revocation, cancellation, or non-renewal of said insurance. No such insurance shall have a self-insured retention amount in excess of \$10,000.

<u>Coverages</u>	<u>Limits of Liability</u>
Worker's Compensation	Statutory
General Liability and Property Damage (except automobile)	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Bodily Injury and Property Damage Liability	Statutory \$500,000
Excess Liability Umbrella	\$2,000,000 aggregate
Pollution and Environmental Liability and Remediation Coverage	\$1,000,000 per occurrence

Franchisee shall ensure the County is named as an "Additional Insured" on each such policy.

(b) All insurance contracts or policies procured by Franchisee pursuant to the above insurance schedule shall be in a form reasonably satisfactory to the County and shall be issued and maintained by companies authorized to do business in the State of Georgia and reasonably acceptable to the County.

(c) Any failure to provide such evidence of, or to maintain, insurance as required by this section shall be grounds for termination of this Franchise.

37. Reporting. Franchisee shall submit to the County Manager a written report no later than forty-five (45) days prior to the termination of this Franchise, whether or not Franchisee has sought or intends to seek renewal of this Franchise, providing the following information regarding Franchisee's provision of residential solid waste collection services pursuant to this Franchise as of the date which is two (2) months prior to the expiration of this Franchise (the "date of report") or covering the period up to ten (10) months immediately preceding such date of report (the "period of report"), as applicable, in such format as may be requested by the County Manager:

- o the name and address of each of Franchisee's subscribers as of such date of report,
- o the name and address of each subscriber to whom Franchisee has provided a recycling container as of such date of report,
- o the quantities by tonnage of residential garbage collected by Franchisee pursuant to this Franchise each month during such period of report
- o the quantities by tonnage of bulky items collected by Franchisee pursuant to this Franchise each month during such period of report (a) at the collection centers and (b) at curbside
- o the quantities by tonnage of yard waste collected by Franchisee pursuant to this Franchise each month during such period of report (a) at the collection centers and (b) at curbside
- o the quantities by tonnage of residential recycling materials collected by Franchisee pursuant to this Franchise each month during such period of report (a) at the collection centers and (b) at curbside
- o a log of missed collections occurring during such period of report, including for each missed collection the subscriber's name and address and the date of the missed collection
- o a log of accidents involving personal injuries or property damage arising out of Franchisee's provision of residential solid waste collection service pursuant to this Franchise occurring during such period of report, including for each accident the date and location and a summary of the accident
- o a log of complaints made by Franchisee's subscribers to Franchisee during such period of report, including for each complaint the name and address of the complaining subscriber and the date and a summary of the complaint including its resolution,

and any other information maintained by Franchisee requested by the County Manager.

38. Franchisee's Records. Franchisee shall maintain accurate and complete books, accounts, and records arising out of or related to its operations under this Franchise, including without limitation, the subscribers it from time to time serves, each specific service Franchisee offers as a part of its residential solid waste collection services provided hereunder, complaints it may receive and their resolution, the quantities by calendar month of residential solid waste collected from residents of the unincorporated area, and the quantities of such residential solid waste disposed of by date and location at each disposal facility or location. Franchisee's books, accounts, and records arising out of or related to its operations under this Franchise shall at all times be open to inspection, examination, audit, and copying by authorized employees, representatives, and agents of the County. Such books, accounts, and records shall be kept at Franchisee's local office in Lowndes County.

39. Local Office. Franchisee shall maintain a local office and a published local telephone number in Lowndes County which shall be open for business at all times between the hours of at least 8:00 a.m. and 5:00 p.m. of each business day, excepting Saturday, Sunday, and holidays observed by Lowndes County. Such local office shall be staffed by a sufficient number of trained employees to efficiently and timely handle the volume of transactions, inquiries, complaints, and other business at such local office, and who shall be available at such office and telephone number for subscribers, other County citizens, and the County's employees, representatives, and agents, to discuss or refer any complaint, inquiry, billing or payment issue, or initiation, modification, or termination of a subscriber's service, or to otherwise communicate and transact business regarding Franchisee's residential solid waste collection services. In doing so, Franchisee shall maintain a subscriber service system reasonably equipped, staffed, and designed to promptly and courteously resolve disputes with or complaints by its subscribers. Franchisee shall provide to each of its subscribers and to the County a written policy specifying the terms, conditions, and fees for each and every service provided its subscribers. Such policies shall be subject to and not conflict with the provisions of this Franchise and the Solid Waste Ordinance.

40. Complaints. All subscriber complaints about residential solid waste collection services provided by Franchisee shall be made directly to the Franchisee, which shall give prompt and courteous attention and follow up to each complaint. In the case of alleged missed scheduled collection, Franchisee shall investigate and, if such allegations are confirmed, shall arrange for the collection of the residential solid waste not collected within two (2) business days after the complaint is received.

41. Compliance with Solid Waste Ordinance and Other Applicable Laws. Franchisee shall operate and provide its residential solid waste collection services and any and all of its activities arising from or related to such services strictly in accordance with the conditions, terms, provisions, requirements, and obligations of this Franchise, the Solid Waste Ordinance, other applicable ordinances of the County, and all other applicable federal and state statutes, rules, and regulations.

42. Order of Precedence. In case of conflict between the terms of this Franchise and any of the following, the order of precedence shall be (a) applicable federal statutes, rules, and regulations, (b) applicable state statutes, rules and regulations, (c) the Solid Waste Ordinance, (d) other ordinances of Lowndes County, (e) this Franchise.

43. Georgia Illegal Immigration Legislation. This Franchise is and shall be conditioned upon Franchisee's having provided to the County prior to issuance of this Franchise (a) evidence required by OCGA § 36-60-6 that Franchisee is authorized to use the Federal Work Authorization Program (or evidence that it is not required by OCGA § 36-60-6 to provide such evidence) and (b) evidence pursuant to OCGA § 50-36-1 that Franchisee is lawfully present in the United States. Franchisee shall utilize the Federal Work Authorization Program as required by OCGA § 36-60-6.

44. Independent Status; No Agency. Franchisee shall be, and is, an independent operator, and is not an agent, contractor, or employee of the County and is operating its residential solid waste collection service and business in its own manner and method subject to the overall requirements

of this Franchise and the Solid Waste Ordinance and at its sole risk and expense. Franchisee and its officers, employees, agents, and representatives shall have no authority, express or implied, to act on behalf of or bind the County in any capacity whatsoever as agent or otherwise.

45. Non-Transferability of Franchise. This Franchise shall not be transferable or assignable in whole or in part without the prior written consent of the County, which consent shall not be unreasonably withheld. Any direct or indirect change in ownership or control of Franchisee shall be considered an assignment of this Franchise. Any successor to the business or operations of the Franchisee shall be required to obtain its own franchise pursuant to the Solid Waste Ordinance.

46. Taxes, Fees, Assessments. In addition to franchise fees and rebates paid pursuant to this Franchise, Franchisee shall pay to Lowndes County any other taxes, fees, and other assessments imposed by Lowndes County, including occupation taxes, applicable to Franchisee.

47. Permits and Licenses. In addition to this Franchise, Franchisee shall also obtain any governmental permits and licenses applicable to Franchisee's residential solid waste collection service, business and operations which are required of Franchisee by any government or agency.

48. Notice. All notices and other communications under this Franchise shall be in writing and shall be given by hand delivery, prepaid first-class mail, certified or registered with return receipt requested, confirmed facsimile or telecopier, or by prepaid commercial overnight courier maintaining written records of delivery, and shall be deemed to have been duly given, served, and received for all purposes at such time as it is delivered, with the return receipt, the delivery receipt, or the affidavit of messenger being deemed conclusive evidence of such delivery, or at such time as delivery is refused by the addressee upon presentation at the address as follows:

If to County:

Lowndes County
327 North Ashley Street
Valdosta, Georgia 31601
Attention: County Manager
Fax: (229) 245-5222

with a copy (which shall not constitute notice) to:

Elliott Blackburn PC
3016 North Patterson St.
Valdosta, Georgia 31602
Attention: Walter Elliott
Fax: (229) 242-0696

If to Franchisee:

Advanced Disposal Services Solid Waste Southeast, Inc.
1101 Hawkins Street
Valdosta, Georgia 31601
Attention: General Manager
Fax: (229) 244-3222

with a copy (which shall not constitute notice) to:

Advanced Disposal Services Solid Waste Southeast, Inc.
300 Colonial Center Parkway, Suite 230
Roswell, Georgia 30076
Attention: Steve Edwards

or to such other address as each party may designate for itself by like notice.

49. Amendment. This Franchise may be amended only by a writing signed by both parties hereto.

50. Waiver. Any waiver of any breach of this Franchise or violation of the Solid Waste Ordinance shall not be considered a waiver of any other breach, nor of a subsequent breach of this Franchise or violation of the Solid Waste Ordinance.

51. Severability. To the extent any provision of this Franchise is prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Franchise.

52. Governing Law. This Franchise shall be construed and interpreted in accordance with the internal laws of the State of Georgia without giving effect to the conflict of laws principles thereof.

53. Remedies for Breach or Violation. In the event of an alleged breach of any of the terms or conditions of this Franchise or violation of the Solid Waste Ordinance by Franchisee, the County shall provide written notice of such breach or violation to Franchisee, which notice shall specify the alleged breach or violation in reasonable detail. If within twenty (20) days from the date of such notice, Franchisee has either failed to correct the breach or violation or reach an agreement with the County on a mutually satisfactory solution, then the County may, within thirty (30) days of such notice of such breach or violation, give additional notice to Franchisee requiring Franchisee to appear before the Board of Commissioners at such time specified by the Board of Commissioners, to show cause why this Franchise should not be terminated. After such meeting, the Board of Commissioners may elect:

(a) to terminate this Franchise effective thirty (30) days from the date of written notice of such termination,

(b) to extend the time to allow Franchisee to cure the breach or violation,

(c) to impose sanctions not in excess of \$100 per day or fraction thereof during the period each such breach or violation continues uncured for the first ten (10) days of such breach or violation; not in excess of \$250 per day or fraction thereof during the 11th through 20th day each such breach or violation continues without cure; and not in excess of \$500 per day or fraction thereof during the period each such breach or violation continues uncured after twenty (20) days, or

(d) to impose other remedies lawfully available to the County without terminating this Franchise.

54. Attorneys' Fees. In the event of an action at law or in equity by the County to enforce any provision of this Franchise or the Solid Waste Ordinance against Franchisee, Franchisee shall pay to the County all reasonable attorneys' fees, expenses, and costs incurred by the County in enforcing this Franchise or the Solid Waste Ordinance against Franchisee.

55. Jurisdiction; Venue. In the event either party commences a lawsuit or other proceeding relating to or arising from this Franchise or the Solid Waste Ordinance, the parties agree and consent to the jurisdiction of the state or federal courts having jurisdiction over Lowndes County, Georgia for and over any such lawsuit or other proceeding that may arise under or in connection with this Franchise. The location of any of such courts shall be proper venue for any such lawsuit or judicial proceeding and the parties hereto waive any objection to such venue.

56. Third-Party Beneficiaries. This Franchise shall not benefit nor confer any rights or remedies on any person or entity other than the County and Franchisee and their respective permitted successors and assigns.

57. Nondiscrimination. Franchisee shall not discriminate against any person because of race, sex, creed, color, religion, or national origin in the offering or performing of Franchisee's residential solid waste collection disposal services.

58. Request for Renewal; No Vested Right to Renewal. Franchisee may request renewal of this Franchise; provided, however, and notwithstanding anything in this Franchise to the contrary, Franchisee has no vested or contract right in any such renewal.

59. Section Headings. The section headings herein are intended for reference and shall not by themselves determine the construction or interpretation of this Franchise.

60. Number and Gender. Where the context requires, the use of the singular form herein shall include the plural, the use of the plural shall include the singular, and the use of any gender shall include any and all genders.

61. Authority of Franchisee. Franchisee warrants that Franchisee has the full right, power, legal capacity, and authority to accept and to enter into this Franchise and to perform each of the conditions, terms, requirements, provisions, and obligations of Franchisee set forth herein and that the execution of this Franchise by and on behalf of Franchisee has been duly authorized by Franchisee.

62. Execution in Counterparts. This Franchise may be executed in two or more counterparts which when so executed shall constitute one and the same document.

63. Entire Agreement. This Franchise sets forth the entire agreement of the parties and all conditions, terms, requirements, provisions, and obligations of the Franchise issued and granted by the County to Franchisee for the provision of residential solid waste collection services within and serving the unincorporated area and residents of the unincorporated area and supersedes all prior written agreements or understandings related to the subject matter whereof including prior franchises issued by the County to Franchisee.

64. Time is of the Essence. Time is of the essence in the performance of this Franchise.

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

**BOARD OF COMMISSIONERS OF
LOWNDES COUNTY, GEORGIA**

By: _____
Bill Slaughter
Chairman

**ADVANCED DISPOSAL SERVICES SOLID
WASTE SOUTHEAST, INC.**

By: _____
Mike Holbrook
Director of Public Services

Exhibit A

Loch Laurel Road Collection Center

The real property located at 4758 Loch Laurel Road, Lowndes County, Georgia, within the fence illustrated in red on the attached aerial photograph identified as Loch Laurel Road Collection Center.

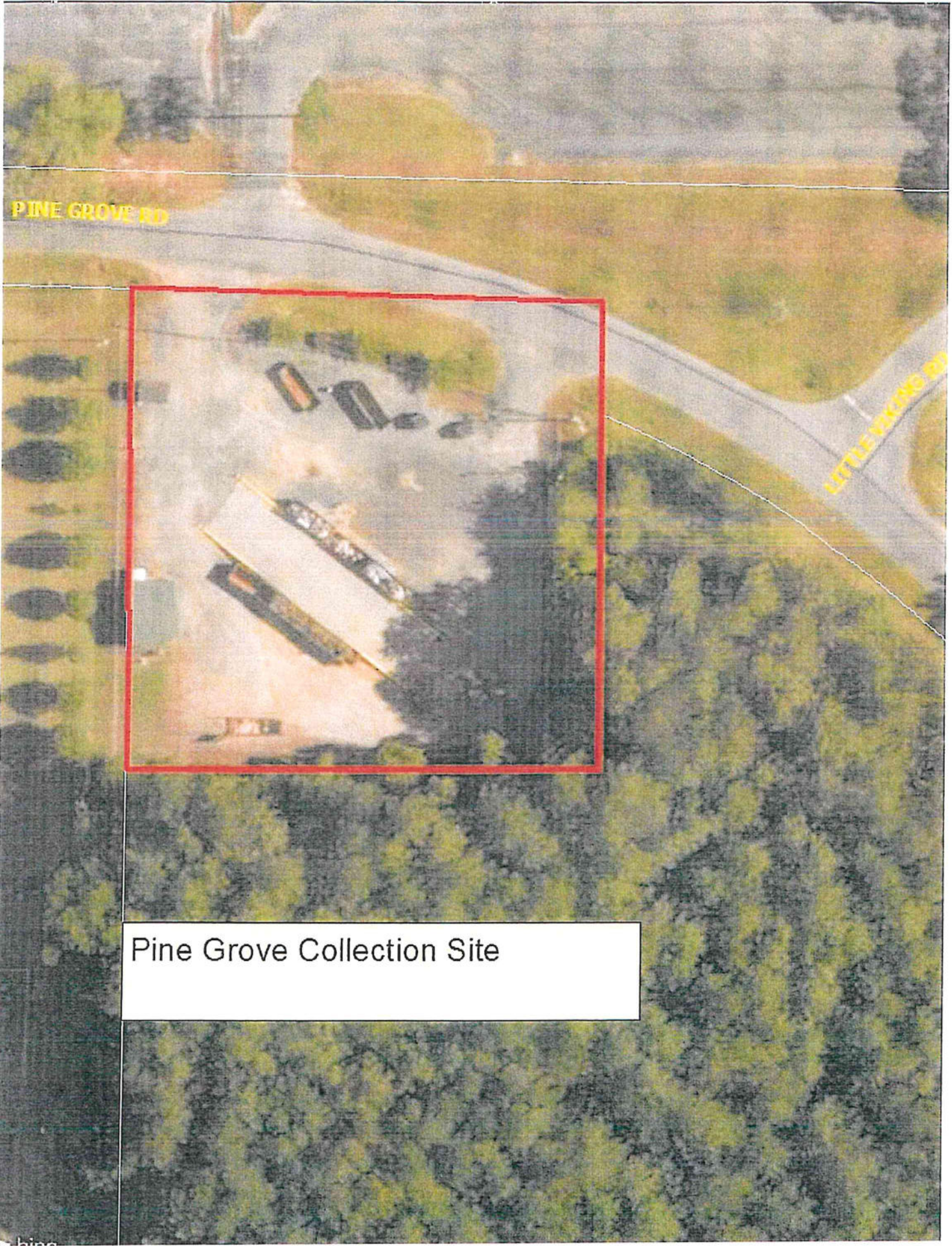


Loch Laurel Road Collection Center

Exhibit B

Pine Grove Road Collection Center

The real property located at 4040 Pine Grove Road, Lowndes County, Georgia, within the fence illustrated in red on the attached aerial photograph identified as Pine Grove Road Collection Center.



Pine Grove Collection Site

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: Deep South Sanitation, LLC, Residential Solid Waste Franchise Renewal

DATE OF MEETING: March 26, 2024

Work Session/Regular
Session

BUDGET IMPACT: \$0.00

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: Deep South Sanitation, LLC, Residential Solid Waste Franchise renewal for 2024-2025

HISTORY, FACTS AND ISSUES: Deep South Sanitation, LLC, has applied to renew its existing franchise for Residential Solid Waste Collection Services, which is scheduled to expire on March 31, 2024.

Enclosed is a proposed renewed Franchise Agreement. The agreement is for a term of one year, beginning April 1, 2024 and ending on March 31, 2025.

(Other than updating various dates in the Franchise Agreement, it is identical to the existing Franchise)

OPTIONS: 1. Approve proposed renewed Franchise for Residential Solid Waste Collection Services for Deep South Sanitation, LLC, and authorize the Chairman to execute the Franchise on behalf of the County.

2. Redirect

RECOMMENDED ACTION: Board's Pleasure

DEPARTMENT: Human Resources

DEPARTMENT HEAD: Kevin Beals

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:



P. O. BOX 5470 ■ VALDOSTA, GEORGIA 31603
205 TUCKER ROAD ■ VALDOSTA, GEORGIA 31601
TELEPHONE 229-559-0200

March 15, 2023

Mrs. Paige Dukes / County Manager
Lowndes County Board of Commissioners
PO BOX 1349
Valdosta, Ga 31603

Re: Official Intent to Renew Franchise

Dear Mrs. Dukes,

This letter is to inform you and the Board of Commissioners of Deep South Sanitation's intent to renew the Solid Waste Franchise for the upcoming 2024-2025 year.

Best Regards,

Cary A. Scarborough
Owner / Operator

CAS/djs

**FRANCHISE
FOR RESIDENTIAL SOLID WASTE COLLECTION SERVICES**

THIS FRANCHISE (the “Franchise”) is granted effective as of the 1st day of April, 2024 by the BOARD OF COMMISSIONERS OF LOWNDES COUNTY, GEORGIA (the “County”) to, and is accepted and agreed to by, DEEP SOUTH SANITATION, LLC, a Georgia limited liability company (“Franchisee”).

WITNESSETH:

WHEREAS, the County desires to promote, preserve, and protect the public health, safety, and general welfare by providing for the collection, transportation, and disposal of solid waste generated by residential premises located within the unincorporated areas of Lowndes County;

WHEREAS, providing for and regulating the collection, transportation, and disposal of solid waste generated by residential premises located within the unincorporated areas of Lowndes County is a valid exercise of the County’s police power;

WHEREAS, Franchisee was issued a residential solid waste collection franchise by the County to offer and to provide residential solid waste collection services serving residents of the unincorporated areas of Lowndes County effective April 1, 2023, for a term of April 1, 2023, through March 31, 2024, inclusive (the “April 1, 2023, Franchise”);

WHEREAS, on April 11, 2023, the County adopted an Ordinance amending the 2015 Lowndes County Solid Waste Ordinance effective immediately (the “April 11, 2023, Ordinance”);

WHEREAS, the April 11, 2023, Ordinance amended Section 3.1(c) of the 2015 Lowndes County Solid Waste Ordinance regarding pricing for basic service;

WHEREAS, the April 11, 2023, Ordinance also amended Section 3.6 of the 2015 Lowndes County Solid Waste Ordinance regarding hours of operation of collection centers;

WHEREAS, the County and Franchisee desire to amend Section 14 of the April 1, 2023, Franchise regarding pricing for basic service to conform to the April 11, 2023, Ordinance;

WHEREAS, the County and Franchisee desire to amend Section 23 of the April 1, 2023, Franchise regarding hours of operation of collection centers to conform to the April 11, 2023, Ordinance;

WHEREAS, Franchisee desires to continue to operate a business, enterprise, and commercial activity offering and providing residential solid waste collection services within and serving residents of the unincorporated areas of Lowndes County;

WHEREAS, the County desires to issue and grant to Franchisee, and Franchisee desires to accept and agree to, the right and privilege to offer and to provide such residential solid waste collection services serving residents of the unincorporated areas of Lowndes County, in each case pursuant and subject to the conditions, terms, provisions, requirements, and obligations of the 2015 Lowndes County Solid Waste Ordinance, as amended, (the “Solid Waste Ordinance”) and this Franchise; and

WHEREAS, the granting of this Franchise to authorize and to permit Franchisee to provide residential solid waste collection services is authorized by the Solid Waste Ordinance duly adopted by the County;

NOW, THEREFORE, in consideration of the foregoing, the respective representations, warranties, covenants, and agreements of Franchisee set forth herein, the sum of Ten and no/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are each hereby acknowledged, Lowndes County does hereby issue and grant to Franchisee, and Franchisee, intending to be legally bound hereby, does hereby accept and agree to this Franchise, as follows:

1. Definitions. Terms not otherwise defined in this Franchise shall have the meaning ascribed to them in the Solid Waste Ordinance unless the context clearly requires otherwise.

2. Grant of Franchise. Pursuant to the Solid Waste Ordinance, the County hereby issues and grants to Franchisee this Franchise authorizing Franchisee to provide residential solid waste collection services to residents and to use the public roads and rights-of-way of Lowndes County for such purpose, all in accordance with and subject to each of the conditions, terms, provisions, requirements, and obligations of the Solid Waste Ordinance and this Franchise.

3. Non-exclusivity. This Franchise is nonexclusive. The County may issue and grant other nonexclusive franchises pursuant to the Solid Waste Ordinance to other franchisees for the provision of residential solid waste collection services to residents.

4. Number of Nonexclusive Franchisees. The County may issue such number of nonexclusive franchises pursuant to the Solid Waste Ordinance, and may limit such number of nonexclusive franchises it issues pursuant to the Solid Waste Ordinance, as it determines from time to time for reasons and purposes reasonably related to the public health, safety, and general welfare, including but not limited to the availability of residential solid waste collection service to residents of each residential premise, the adequate provision of such service, the quality of customer service provided, the reasonableness of price therefor, and the effect of solid waste service vehicles on county roads and the public.

5. Effective Date, Term of Franchise. The effective date of this Franchise is April 1, 2024. The term of this Franchise shall be from April 1, 2024, through March 31, 2025, inclusive.

6. Provision of Basic Service to Residents of all Residential Premises. Franchisee shall offer and provide basic service to any and all residents who request and subscribe to such service.

7. Collection Center. For and during the term of this Franchise, the County grants Franchisee a license to use the real property located at 345 Gil Harbin Industrial Boulevard, more fully described on Exhibit A hereto (the “collection center”), for the limited purpose of receiving for collection at the collection center residential recycling materials, yard waste, and bulky items pursuant to and in accordance with the Ordinance and this Franchise. Franchisee shall not remove any trees or landscaping materials from said property or make any permanent modifications or improvements to said property without prior written approval of the County Manager. Franchisee may terminate said license upon thirty (30) days’ prior written notice to the County. Said license shall also terminate in the event Franchisee discontinues use of the collection center for said purposes for more than thirty (30) days.

8. Collection of Residential Garbage. Franchisee’s basic service shall include the collection of a subscriber’s residential garbage at curbside on a collection day designated by Franchisee at least one (1) time per week.

9. Collection of Bulky Items. Franchisee’s basic service shall include the collection of a subscriber’s bulky items either (a) at the collection center or (b) at curbside. If Franchisee’s basic service includes the collection of a subscriber’s bulky items at curbside, Franchisee shall collect such bulky items at curbside on a collection day designated by Franchisee at least one (1) time every other week based upon the subscriber’s requesting Franchisee by telephone to collect such bulky items at least two (2) business days prior to the designated collection day, provided however, Franchisee shall not be obligated to collect more than five (5) cubic yards of bulky items from the subscriber’s premises at a single collection day. If Franchisee’s basic service includes the collection of a subscriber’s bulky items at the collection center, Franchisee may upon request of a subscriber collect a subscriber’s bulky items at curbside as an additional service.

10. Collection of Yard Waste. Franchisee’s basic service shall include the collection of a subscriber’s yard waste either (a) at the collection center or (b) at curbside. If Franchisee’s basic service includes the collection of a subscriber’s yard waste at curbside, Franchisee shall collect such yard waste at curbside on a collection day designated by Franchisee at least one (1) time every other week. If Franchisee’s basic service includes the collection of a subscriber’s yard waste at the collection center, Franchisee may upon request of a subscriber collect a subscriber’s yard waste at curbside as an additional service.

11. Collection of Residential Recycling Materials. Franchisee’s basic service shall include the collection of a subscriber’s residential recycling materials either (a) at the collection center or (b) at curbside. If Franchisee’s basic service includes the collection of a subscriber’s residential recycling materials at curbside, Franchisee shall collect such residential recycling materials at curbside on a collection day designated by Franchisee at least one (1) time every other week. If Franchisee’s basic service includes the collection of a subscriber’s residential recycling materials at the collection center, Franchisee may upon request of a subscriber collect a subscriber’s residential recycling materials at curbside as an additional service. Franchisee shall ensure all residential recycling materials it collects from its subscribers are processed for recycling and are not disposed in a landfill. In the event Franchisee is unable to dispose of a certain type or types of recyclable materials for recycling, and with prior written approval of the County Manager,

Franchisee may notify its subscribers that they shall not include such certain type or types of recyclable materials in the residential recycling materials they deliver to Franchisee for collection either at the collection center or at curbside. Franchisee shall not be responsible for the collection of any residential recycling materials at curbside or at the collection center if residential garbage is mixed with such residential recycling materials.

12. Back-Door Pick-up. Franchisee shall provide back-door pick-up of residential garbage from each of its subscribers who is because of injury or infirmity unable to place his or her solid waste cart at curbside provided no other resident of the subscriber's residential premise is able to place the subscriber's solid waste cart at curbside. If Franchisee collects residential recycling materials at curbside, Franchisee shall provide back-door pick-up of residential recycling materials from each of its subscribers who is because of injury or infirmity unable to place his or her recycling container at curbside provided no other resident of the subscriber's residential premise is able to place the subscriber's recycling container at curbside. Franchisee shall accept the written statement of a physician of the subscriber's lack of ability to place the subscriber's solid waste collection cart and/or recycling container at curbside as sufficient evidence and proof of the subscriber's lack of such ability.

13. Uniform Fee. Franchisee shall charge each of its subscribers the same uniform fee for basic service and the same uniform fee or fees for additional services provided pursuant to this Franchise.

14. Pricing for Basic Service. Franchisee shall not charge its subscribers in excess of \$25.00 per month for the basic service Franchisee provides pursuant to this Franchise.

15. Additional Services. In addition to its basic service, Franchisee may offer and provide its subscribers additional services and charge uniform fees determined by Franchisee therefor; provided, however, if Franchisee's basic service includes the collection of bulky items, yard waste, or residential recycling materials at the collection center, Franchisee may provide its subscribers who are because of injury or infirmity unable to use the collection center a discounted fee in such amount as Franchisee determines for the additional service or services of curbside collection of bulky items, yard waste, or residential recycling materials provided such discounted fee is uniform for all such subscribers who are because of injury or infirmity unable to use the collection center.

16. Days and Hours of Curbside Collection. Franchisee shall collect residential solid waste at curbside, whether as a basic service or as an additional service, only on weekdays between the hours of 7:00 a.m. and 7:00 p.m. except to perform emergency work or service required to safeguard the immediate health, safety, and general welfare of the public.

17. Collection from Persons Other than Franchisee's Subscribers. Franchisee may collect bulky items, yard waste, and/or residential recycling materials, whether at curbside or at the collection center, from persons other than its subscribers for such fee or fees to which Franchisee and such other persons agree.

18. Franchisee's Vehicles.

(a) Franchisee shall collect residential garbage from its subscribers in vehicles specifically designed for the collection of residential garbage. Such vehicles shall have fully enclosed leak resistant compaction bodies. Franchisee shall provide a sufficient number of such vehicles for the curbside collection of residential garbage from Franchisee's subscribers.

(b) If Franchisee collects any of bulky items, yard waste, or residential recycling materials at curbside, whether as a basic service or as an additional service, Franchisee shall provide a sufficient number of vehicles for the curbside collection thereof from Franchisee's subscribers.

(c) Franchisee shall ensure that solid waste it transports by its vehicles does not spill, leak, or blow from such vehicles.

(d) Each vehicle Franchisee uses to provide residential solid waste collection services shall be kept in good repair, appearance, and a sanitary condition at all times.

(e) Each vehicle Franchisee uses to provide residential solid waste collection services shall be clearly and prominently marked on both its left and right sides with Franchisee's name and telephone number.

19. Additional Solid Waste Carts; Additional Recycling Containers.

(a) Franchisee shall furnish one (1) solid waste cart to each of its subscribers at no charge. Franchisee shall maintain its solid waste carts in a reasonably good condition. Franchisee shall supply one (1) or more additional solid waste carts to any of its subscribers upon request and may charge such subscribers an additional monthly fee of up to \$5.00 for each additional solid waste cart supplied and the curbside collection of residential garbage associated with each additional cart supplied. Franchisee shall repair or replace its solid waste carts at no charge to its subscriber if such repair or replacement is due to reasonable wear and tear. Franchisee may charge a subscriber for the cost of repair or replacement of solid waste carts if such repair or replacement is required as a result of a subscriber's excessive abuse, neglect, or damage, or due to fire or theft.

(b) If Franchisee collects residential recycling materials at curbside, Franchisee shall furnish one (1) recycling container to each of its subscribers at no charge. Franchisee shall maintain its recycling containers in a reasonably good condition. If Franchisee collects residential recycling materials at curbside, Franchisee shall supply one (1) or more additional recycling containers to any of its subscribers from whom it collects residential recycling materials at curbside upon request and may charge such subscribers an additional monthly fee of up to \$5.00 for each additional recycling container supplied and the curbside collection of residential recycling materials associated with each additional cart supplied. Franchisee shall repair or replace its recycling containers at no charge to the subscriber if such repair or replacement is due to reasonable wear and tear. Franchisee may charge subscribers for the cost of repair or replacement of recycling containers if such repair or replacement is required as a result of a subscriber's excessive abuse, neglect, or damage, or due to fire or theft.

20. Subscription Fees. Franchisee shall not charge its subscribers a subscription fee or any other fee upon subscription.

21. Termination Fees. Franchisee may charge a subscriber a termination fee or such other fee upon termination of the subscriber's subscription in any amount to which Franchisee and its subscriber agree.

22. Suspension of Curbside Collection on Holidays. Franchisee may suspend the collection of residential solid waste which Franchisee collects at curbside, either as a basic service or as an additional service, on holidays observed by the County provided Franchisee collects such residential solid waste within the two (2) business days before or after such holiday and provides at least seven (7) days' advance notice to affected subscribers of the suspension of such service and the day on which such service will be provided.

23. Hours of Operation of Collection Center. If Franchisee operates the collection center, it shall operate such center at least during the following hours: 8:00 a.m. to 6:00 p.m. each Friday, Saturday, and Monday, and 1:00 p.m. to 6:00 p.m. each Sunday, excepting holidays observed by the County.

24. Staffing and Operation of Collection Center. If Franchisee operates the collection center, it shall staff the collection center with a sufficient number of trained employees to handle efficiently, adequately, and timely the vehicular traffic through the collection center and the volume of residential solid waste delivered to the collection center and to assist subscribers delivering solid waste to the collection center. Franchisee may adopt and enforce reasonable rules consistent with industry practice for the efficient operation of the collection center provided such rules are not inconsistent with the Ordinance or this Franchise and are approved in advance in writing by the County Manager.

25. Equipment and Containers. If Franchisee operates the collection center, it shall equip such collection center with sufficient equipment and containers to handle efficiently, adequately, and timely the volume of residential solid waste delivered to the collection center. Franchisee shall keep such equipment and containers in good repair, appearance, and sanitary condition at all times. Upon termination of this Franchise, or termination of Franchisee's license to the collection center prior thereto, Franchisee shall, at its sole expense, remove all of its equipment, containers, and any other property from the collection center.

26. Cost of Operation of Collection Center. If Franchisee operates the collection center, it shall be responsible for and shall indemnify and hold the County harmless for all costs, expense, and risk of and associated with operating the collection center.

27. Maintenance and Appearance of Collection Center. If Franchisee operates the collection center, it shall be responsible for the maintenance and neat appearance of the collection center, including without limitation keeping the premises free of litter, mowing any grass on the premises, and trimming any shrubbery on the premises.

28. Information and Educational Materials. Franchisee shall provide information and educational materials to the public and specifically its subscribers regarding the residential solid waste collection services Franchisee provides pursuant to this Franchise. The information and materials which Franchisee provides its subscribers shall include (a) Franchisee's curbside

collection schedules, (b) at least seven (7) days' advance notice to subscribers of holidays on which the franchisee will suspend the collection of solid waste at curbside and the alternative day on which such service will be provided, (c) at least fourteen (14) days' advance notice of any other change in a subscriber's designated collection day, (d) the hours of operation of the collection center, (e) information regarding the obligations and responsibilities of subscribers under the Ordinance, including the obligations of subscribers regarding the placement of residential solid waste at curbside and the removal of solid waste carts and recycling containers from curbside, and (f) at least sixty (60) days' advance notice of any change in Franchisee's fees to its subscribers, including any change in Franchisee's fee for basic service, fees for additional solid waste carts and recycling containers, and fees for additional services.

29. Franchise Fees. During the term of the Franchise, Franchisee shall pay a franchise fee to the County for the regulation in Lowndes County of residential solid waste, residential solid waste collection services, the administration and enforcement of the Solid Waste Ordinance, and the administration and enforcement of this Franchise. Such franchise fee shall be paid at the rate of \$3.00 per ton of residential garbage collected by Franchisee in the unincorporated area pursuant to this Franchise. Such franchise fee shall be paid on a monthly basis, with Franchisee paying to the County by the last day of each calendar month the franchise fee due for residential garbage collected by Franchisee in the unincorporated area or otherwise from residents during the immediately preceding calendar month. Each payment by Franchisee of the franchise fee shall be accompanied by a written statement, certified by an officer of Franchisee or executive level manager responsible for the area or region of Franchisee's operations that includes Lowndes County, showing in such form and detail as the County Manager may prescribe, the total tonnage of residential garbage collected by Franchisee in the unincorporated area during the calendar month for which such franchisee fee is being paid, the calculation of such franchise fee then being paid by Franchisee, and also accompanied by copies of landfill weight tickets evidencing such total tonnage and such other information as the County Manager may from time to time require.

30. Billing and Collection. Franchisee shall be solely responsible for the billing and collection of its charges to its subscribers and shall bear all cost, expense, and risk in connection therewith, including nonpayment by any subscriber.

31. Disposal of Solid Waste. Franchisee shall dispose residential garbage collected by it from its subscribers at curbside and at the collection center only at the Evergreen Landfill on Wetherington Lane, Valdosta, Georgia or at such other lawfully permitted or licensed disposal facility approved in advance in writing by the County Manager and shall be responsible for and indemnify and hold the County harmless from all risk and the payment of all costs and fees associated with such disposal.

32. Prohibition Against Commingling. Franchisee shall not commingle residential solid waste collected from residents pursuant to this Franchise with any commercial solid waste or any other solid waste originating from elsewhere within the County or from outside the County.

33. Title and Ownership of Waste. Title to and ownership of residential solid waste collected by Franchisee from residents pursuant to this Franchise shall pass to Franchisee once it is placed

in a vehicle or other equipment under control of Franchisee or received by Franchisee at the collection center.

34. Indemnity. Franchisee shall, at its sole cost and expense, fully indemnify, defend, and hold harmless the County, its officers, boards, commissioners, employees, representatives, and agents from and against any and all claims, suits, actions, fines, penalties, liability, costs, loss, damage, and judgments of any kind, including personal injury and/or death, and including reasonable attorneys' fees, expenses, and costs of settlement, arising from or relating to Franchisee's negligence or willful misconduct during the collection, transportation, or disposal of solid waste, whether or not the act or omission complained of is authorized, allowed, or prohibited by this Franchise or the Solid Waste Ordinance, and from any breach or violation by Franchisee of this Franchise or the Solid Waste Ordinance.

35. Performance Bond. Before providing residential solid waste collection services pursuant to this Franchise and at all times during the term of this Franchise, Franchisee shall furnish to the County and maintain in effect a surety bond in the amount of \$250,000 issued by a financially sound and reputable corporate surety authorized to do business in the State of Georgia reasonably acceptable to the County as security for Franchisee's performance of each and every of its obligations under this Franchise and the Solid Waste Ordinance.

36. Insurance.

(a) Franchisee shall maintain in full force and effect insurance of the types and in the amounts set forth below. Franchisee shall furnish to the County with its execution and delivery of this Franchise and annually thereafter if this Franchise is renewed, or at any time upon the County's request, certificates of insurance or other evidence satisfactory to the County to the effect that such insurance has been procured and is in force and certifying that the County shall receive at least thirty (30) days' notice prior to any modification, revocation, cancellation, or non-renewal of said insurance. No such insurance shall have a self-insured retention amount in excess of \$10,000.

<u>Coverages</u>	<u>Limits of Liability</u>
Worker's Compensation	Statutory
General Liability and Property Damage (except automobile)	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Bodily Injury and Property Damage Liability	Statutory \$500,000
Excess Liability Umbrella	\$2,000,000 aggregate
Pollution and Environmental Liability and Remediation Coverage	\$1,000,000 per occurrence

Franchisee shall ensure the County is named as an "Additional Insured" on each such policy.

(b) All insurance contracts or policies procured by Franchisee pursuant to the above insurance schedule shall be in a form reasonably satisfactory to the County and shall be issued and maintained by companies authorized to do business in the State of Georgia and reasonably acceptable to the County.

(c) Any failure to provide such evidence of, or to maintain, insurance as required by this section shall be grounds for termination of this Franchise.

37. Reporting. Franchisee shall submit to the County Manager a written report no later than forty-five (45) days prior to the termination of this Franchise, whether or not Franchisee has sought or intends to seek renewal of this Franchise, providing the following information regarding Franchisee's provision of residential solid waste collection services pursuant to this Franchise as of the date which is two (2) months prior to the expiration of this Franchise (the "date of report") or covering the period up to ten (10) months immediately preceding such date of report (the "period of report"), as applicable, in such format as may be requested by the County Manager:

- o the name and address of each of Franchisee's subscribers as of such date of report,
- o the name and address of each subscriber to whom Franchisee has provided a recycling container as of such date of report,
- o the quantities by tonnage of residential garbage collected by Franchisee pursuant to this Franchise each month during such period of report
- o the quantities by tonnage of bulky items collected by Franchisee pursuant to this Franchise each month during such period of report (a) at the collection center and (b) at curbside
- o the quantities by tonnage of yard waste collected by Franchisee pursuant to this Franchise each month during such period of report (a) at the collection center and (b) at curbside
- o the quantities by tonnage of residential recycling materials collected by Franchisee pursuant to this Franchise each month during such period of report (a) at the collection center and (b) at curbside
- o a log of missed collections occurring during such period of report, including for each missed collection the subscriber's name and address and the date of the missed collection
- o a log of accidents involving personal injuries or property damage arising out of Franchisee's provision of residential solid waste collection service pursuant to this Franchise occurring during such period of report, including for each accident the date and location and a summary of the accident
- o a log of complaints made by Franchisee's subscribers to Franchisee during such period of report, including for each complaint the name and address of the complaining subscriber and the date and a summary of the complaint including its resolution,

and any other information maintained by Franchisee requested by the County Manager.

38. Franchisee's Records. Franchisee shall maintain accurate and complete books, accounts, and records arising out of or related to its operations under this Franchise, including without limitation, the subscribers it from time to time serves, each specific service Franchisee offers as a part of its residential solid waste collection services provided hereunder, complaints it may receive and their resolution, the quantities by calendar month of residential solid waste collected from residents of the unincorporated area, and the quantities of such residential solid waste disposed of by date and location at each disposal facility or location. Franchisee's books, accounts, and records arising out of or related to its operations under this Franchise shall at all times be open to inspection, examination, audit, and copying by authorized employees, representatives, and agents of the County. Such books, accounts, and records shall be kept at Franchisee's local office in Lowndes County.

39. Local Office. Franchisee shall maintain a local office and a published local telephone number in Lowndes County which shall be open for business at all times between the hours of at least 8:00 a.m. and 5:00 p.m. of each business day, excepting Saturday, Sunday, and holidays observed by Lowndes County. Such local office shall be staffed by a sufficient number of trained employees to efficiently and timely handle the volume of transactions, inquiries, complaints, and other business at such local office, and who shall be available at such office and telephone number for subscribers, other County citizens, and the County's employees, representatives, and agents, to discuss or refer any complaint, inquiry, billing or payment issue, or initiation, modification, or termination of a subscriber's service, or to otherwise communicate and transact business regarding Franchisee's residential solid waste collection services. In doing so, Franchisee shall maintain a subscriber service system reasonably equipped, staffed, and designed to promptly and courteously resolve disputes with or complaints by its subscribers. Franchisee shall provide to each of its subscribers and to the County a written policy specifying the terms, conditions, and fees for each and every service provided its subscribers. Such policies shall be subject to and not conflict with the provisions of this Franchise and the Solid Waste Ordinance.

40. Complaints. All subscriber complaints about residential solid waste collection services provided by Franchisee shall be made directly to the Franchisee, which shall give prompt and courteous attention and follow up to each complaint. In the case of alleged missed scheduled collection, Franchisee shall investigate and, if such allegations are confirmed, shall arrange for the collection of the residential solid waste not collected within two (2) business days after the complaint is received.

41. Compliance with Solid Waste Ordinance and Other Applicable Laws. Franchisee shall operate and provide its residential solid waste collection services and any and all of its activities arising from or related to such services strictly in accordance with the conditions, terms, provisions, requirements, and obligations of this Franchise, the Solid Waste Ordinance, other applicable ordinances of the County, and all other applicable federal and state statutes, rules, and regulations.

42. Order of Precedence. In case of conflict between the terms of this Franchise and any of the following, the order of precedence shall be (a) applicable federal statutes, rules, and regulations, (b) applicable state statutes, rules and regulations, (c) the Solid Waste Ordinance, (d) other ordinances of Lowndes County, (e) this Franchise.

43. Georgia Illegal Immigration Legislation. This Franchise is and shall be conditioned upon Franchisee's having provided to the County prior to issuance of this Franchise (a) evidence required by OCGA § 36-60-6 that Franchisee is authorized to use the Federal Work Authorization Program (or evidence that it is not required by OCGA § 36-60-6 to provide such evidence) and (b) evidence pursuant to OCGA § 50-36-1 that Franchisee is lawfully present in the United States. Franchisee shall utilize the Federal Work Authorization Program as required by OCGA § 36-60-6.

44. Independent Status; No Agency. Franchisee shall be, and is, an independent operator, and is not an agent, contractor, or employee of the County and is operating its residential solid waste collection service and business in its own manner and method subject to the overall requirements

of this Franchise and the Solid Waste Ordinance and at its sole risk and expense. Franchisee and its officers, employees, agents, and representatives shall have no authority, express or implied, to act on behalf of or bind the County in any capacity whatsoever as agent or otherwise.

45. Non-Transferability of Franchise. This Franchise shall not be transferable or assignable in whole or in part without the prior written consent of the County, which consent shall not be unreasonably withheld. Any direct or indirect change in ownership or control of Franchisee shall be considered an assignment of this Franchise. Any successor to the business or operations of the Franchisee shall be required to obtain its own franchise pursuant to the Solid Waste Ordinance.

46. Taxes, Fees, Assessments. In addition to franchise fees and rebates paid pursuant to this Franchise, Franchisee shall pay to Lowndes County any other taxes, fees, and other assessments imposed by Lowndes County, including occupation taxes, applicable to Franchisee.

47. Permits and Licenses. In addition to this Franchise, Franchisee shall also obtain any governmental permits and licenses applicable to Franchisee's residential solid waste collection service, business and operations which are required of Franchisee by any government or agency.

48. Notice. All notices and other communications under this Franchise shall be in writing and shall be given by hand delivery, prepaid first-class mail, certified or registered with return receipt requested, confirmed facsimile or telecopier, or by prepaid commercial overnight courier maintaining written records of delivery, and shall be deemed to have been duly given, served, and received for all purposes at such time as it is delivered, with the return receipt, the delivery receipt, or the affidavit of messenger being deemed conclusive evidence of such delivery, or at such time as delivery is refused by the addressee upon presentation at the address as follows:

If to County:

Lowndes County
327 North Ashley Street
Valdosta, Georgia 31601
Attention: County Manager
Fax: (229) 245-5222

with a copy (which shall not constitute notice) to:

Elliott Blackburn, PC
3016 North Patterson St.
Valdosta, Georgia 31602
Attention: Walter Elliott
Fax: (229) 242-0696

If to Franchisee:

Deep South Sanitation, LLC
205 Tucker Road
Valdosta, Georgia 31606
Attention: Cary Scarborough
dssanitation@att.net

with a copy (which shall not constitute notice) to:

Langdale Vallotton, LLP
1007 North Patterson St.
Valdosta, Georgia 31601
Attention: Robert Plumb
Fax: (229) 244-0453

or to such other address as each party may designate for itself by like notice.

49. Amendment. This Franchise may be amended only by a writing signed by both parties hereto.

50. Waiver. Any waiver of any breach of this Franchise or violation of the Solid Waste Ordinance shall not be considered a waiver of any other breach, nor of a subsequent breach of this Franchise or violation of the Solid Waste Ordinance.

51. Severability. To the extent any provision of this Franchise is prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Franchise.

52. Governing Law. This Franchise shall be construed and interpreted in accordance with the internal laws of the State of Georgia without giving effect to the conflict of laws principles thereof.

53. Remedies for Breach or Violation. In the event of an alleged breach of any of the terms or conditions of this Franchise or violation of the Solid Waste Ordinance by Franchisee, the County shall provide written notice of such breach or violation to Franchisee, which notice shall specify the alleged breach or violation in reasonable detail. If within twenty (20) days from the date of such notice, Franchisee has either failed to correct the breach or violation or reach an agreement with the County on a mutually satisfactory solution, then the County may, within thirty (30) days of such notice of such breach or violation, give additional notice to Franchisee requiring Franchisee to appear before the Board of Commissioners at such time specified by the Board of Commissioners, to show cause why this Franchise should not be terminated. After such meeting, the Board of Commissioners may elect:

(a) to terminate this Franchise effective thirty (30) days from the date of written notice of such termination,

(b) to extend the time to allow Franchisee to cure the breach or violation,

(c) to impose sanctions not in excess of \$100 per day or fraction thereof during the period each such breach or violation continues uncured for the first ten (10) days of such breach or violation; not in excess of \$250 per day or fraction thereof during the 11th through 20th day each such breach or violation continues without cure; and not in excess of \$500 per day or fraction thereof during the period each such breach or violation continues uncured after twenty (20) days, or

(d) to impose other remedies lawfully available to the County without terminating this Franchise.

54. Attorneys' Fees. In the event of an action at law or in equity by the County to enforce any provision of this Franchise or the Solid Waste Ordinance against Franchisee, Franchisee shall pay to the County all reasonable attorneys' fees, expenses, and costs incurred by the County in enforcing this Franchise or the Solid Waste Ordinance against Franchisee.

55. Jurisdiction; Venue. In the event either party commences a lawsuit or other proceeding relating to or arising from this Franchise or the Solid Waste Ordinance, the parties agree and consent to the jurisdiction of the state or federal courts having jurisdiction over Lowndes County, Georgia for and over any such lawsuit or other proceeding that may arise under or in connection with this Franchise. The location of any of such courts shall be proper venue for any such lawsuit or judicial proceeding and the parties hereto waive any objection to such venue.

56. Third-Party Beneficiaries. This Franchise shall not benefit nor confer any rights or remedies on any person or entity other than the County and Franchisee and their respective permitted successors and assigns.

57. Nondiscrimination. Franchisee shall not discriminate against any person because of race, sex, creed, color, religion, or national origin in the offering or performing of Franchisee's residential solid waste collection disposal services.

58. Request for Renewal; No Vested Right to Renewal. Franchisee may request renewal of this Franchise; provided, however, and notwithstanding anything in this Franchise to the contrary, Franchisee has no vested or contract right in any such renewal.

59. Section Headings. The section headings herein are intended for reference and shall not by themselves determine the construction or interpretation of this Franchise.

60. Number and Gender. Where the context requires, the use of the singular form herein shall include the plural, the use of the plural shall include the singular, and the use of any gender shall include any and all genders.

61. Authority of Franchisee. Franchisee warrants that Franchisee has the full right, power, legal capacity, and authority to accept and to enter into this Franchise and to perform each of the conditions, terms, requirements, provisions, and obligations of Franchisee set forth herein and that the execution of this Franchise by and on behalf of Franchisee has been duly authorized by Franchisee.

62. Execution in Counterparts. This Franchise may be executed in two or more counterparts which when so executed shall constitute one and the same document.

63. Entire Agreement. This Franchise sets forth the entire agreement of the parties and all conditions, terms, requirements, provisions, and obligations of the Franchise issued and granted by the County to Franchisee for the provision of residential solid waste collection services within and serving the unincorporated area and residents of the unincorporated area and supersedes all prior written agreements or understandings related to the subject matter whereof including prior franchises issued by the County to Franchisee.

64. Time is of the Essence. Time is of the essence in the performance of this Franchise.

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

**BOARD OF COMMISSIONERS OF
LOWNDES COUNTY, GEORGIA**

By: _____
Bill Slaughter
Chairman

DEEP SOUTH SANITATION, LLC

By: _____
Cary Scarborough

Exhibit A

Gil Harbin Industrial Boulevard Collection Center

The real property located at 345 Gil Harbin Industrial Boulevard, Lowndes County, Georgia, within the fence illustrated in red on the attached aerial photograph identified as Gil Harbin Industrial Boulevard Collection Center.



Gil Harbin Industrial Boulevard
Collection Center

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: Golden Oaks Subdivision Force Main Change Order

DATE OF MEETING: March 26, 2024

Work Session/Regular Session

BUDGET IMPACT: \$42,652.50

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: Golden Oaks Force Main Change Order

HISTORY, FACTS AND ISSUES: Holly Lane is located off of Shiloh Road near exit 22. This is an older neighborhood with twenty five (25) homes on septic tanks and drain fields that are beginning to fail. Currently, James Warren and Associates (JWA) is installing E-one sewer on Golden Oaks Drive, one street over. This contract has unit pricing and mobilization included. Staff requested pricing from JWA to install E-one sewer on Holly Lane in conjunction with the Golden Oaks contract. JWA submitted a price of \$42,652.50, which includes a 10% contingency. Staff recommends approval of the change order from James Warren and Associates to install E-one sewer on Holly Lane for \$42,652.50.

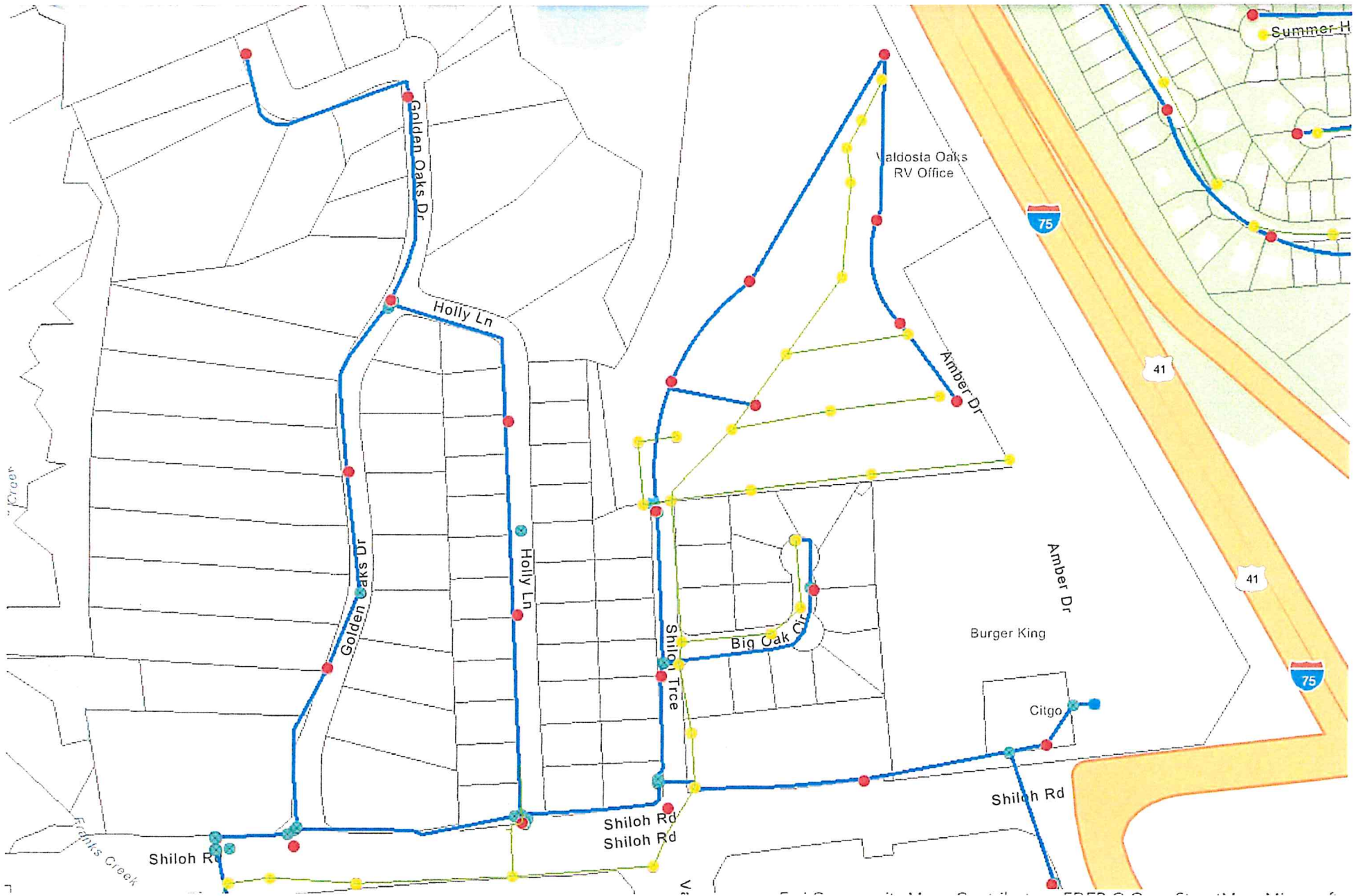
OPTIONS: 1. Approve
2. Board's Pleasure

RECOMMENDED ACTION: Approve

DEPARTMENT: Utilities

DEPARTMENT HEAD: Steve Stalvey

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:



LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: Hospital Authority Revenue Certificates

DATE OF MEETING: March 26, 2024

Work Session/Regular
Session

BUDGET IMPACT: \$ -0-

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: Supplemental Resolution Approving Final Form of Intergovernmental Contract

HISTORY, FACTS AND ISSUES: The Hospital Authority issued Revenue Certificates in 2011 and Revenue Refunding Certificates in 2019 to refund the 2011 Certificates. The County entered into Intergovernmental Contracts with the Authority providing additional security for both of these series of Certificates.

The Hospital Authority is now issuing not to exceed \$140 million Revenue Certificates (2024 Certificates) to finance improvements and construction at South Georgia Medical Center, including Woman's, Infant's and Emergency Trauma Services.

The Board of Commissioners approved a resolution on March 12, 2024, approving a similar Intergovernmental Contract (2024 Intergovernmental Contract) to provide similar additional security for these 2024 Revenue Certificates and other related matters.

The Hospital Authority will approve a supplemental resolution approving the final terms of the 2024 Revenue Certificates and the final form of the 2024 Intergovernmental Contract.

The Hospital Authority is requesting the County to approve a supplemental resolution approving the final terms of the 2024 Certificates and the final form of the 2024 Intergovernmental Contract.

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

RECOMMENDED ACTION: Approve

DEPARTMENT: County Manager

DEPARTMENT HEAD: Paige Dukes

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: Hospital Authority Revenue Certificates (TEFRA)

DATE OF MEETING: March 26, 2024

Work Session/Regular
Session

BUDGET IMPACT: \$ -0-

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: Resolution Approving Issuance of Hospital Authority Revenue Certificates (TEFRA)

HISTORY, FACTS AND ISSUES: The Hospital Authority is now planning on issuing not to exceed \$140 million Revenue Certificates (2024 Certificates) to finance improvements and construction at South Georgia Medical Center, including Woman's, Infant's and Emergency Trauma Services.

The Internal Revenue Code and Treasury Regulations provide that the issuance of these revenue certificates must be approved by the Board of Commissioners since the facilities financed or refinanced with the 2024 Certificates are located in the County.

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

RECOMMENDED ACTION: Approve

DEPARTMENT: County Manager

DEPARTMENT HEAD: Paige Dukes

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: Bid for Quantity of 25 - 1/2 Ton Trucks for Various County
Departments

DATE OF MEETING: March 26, 2024

Work Session/Regular Session

BUDGET IMPACT: \$1,082,688.00

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: Bid for Quantity of 25 - 1/2 Ton Trucks for Various County Departments

HISTORY, FACTS AND ISSUES: Lowndes County solicited bids for 25 half-ton pickup trucks to be used by various departments. These vehicles will primarily replace vehicles currently in use with the remainder being added to accommodate additional personnel. The County received 3 bids that met specifications.

		Unit Cost	Total Amount
Langdale Ford	Valdosta, GA	\$43,307.52	\$1,082,688.00
Beck Ford	Palatka, FL	\$45,502.00	\$1,137,550.00
Freeland Chevrolet	Orlando, FL	\$48,345.00	\$1,208,625.00

- OPTIONS: 1. Award the bid to Langdale Ford.
2. Board's Pleasure

RECOMMENDED ACTION: Option 1

DEPARTMENT: Finance

DEPARTMENT HEAD: Stephanie Black

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: Bid for Quantity of 60 SCBA Cylinders for the Fire Department

DATE OF MEETING: March 26, 2024

Work Session/Regular Session

BUDGET IMPACT: \$76,200.00

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: Bid for Quantity of 60 SCBA Cylinders for the Fire Department

HISTORY, FACTS AND ISSUES: Lowndes County solicited bids for the replacement of 60 SBCA Cylinders for the Fire Department. The department currently has 180 cylinders with a 15-year life-cycle that will expire in three (3) years. The plan is to replace approximately 1/3 of the cylinders each year for the next three (3) years. The County received three (3) bids that met specifications.

		Unit Cost	Total Amount
Fisher Scientific	Suwanee, GA	\$1,270.00	\$76,200.00
Municipal Emergency Services	Minneapolis, MN	\$1,314.50	\$78,870.00
American Safety & FireHouse	Doraville, GA	\$1,329.87	\$79,792.20

- OPTIONS: 1. Award the bid to Fisher Scientific.
2. Board's Pleasure

RECOMMENDED ACTION: Option 1

DEPARTMENT: Finance

DEPARTMENT HEAD: Stephanie Black

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS: