



LOWNDES COUNTY BOARD OF COMMISSIONERS  
PROPOSED AGENDA  
WORK SESSION, TUESDAY, OCTOBER 14, 2025, 8:30 A.M.  
REGULAR SESSION, TUESDAY, OCTOBER 14, 2025, 5:30 P.M.  
327 N. Ashley Street - 2nd Floor

**1. Call To Order**

**2. Invocation**

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

**4. Minutes For Approval**

- a. Work Session - September 22, 2025 & Regular Session - September 23, 2025  
Recommended Action:  
Documents:

**5. Public Hearing**

- a. TWR-2025-01 New 260' Telecommunications Tower  
Recommended Action: Approve  
Documents:
- b. REZ-2025-15 Stewart Circle ~13.6ac, 3923, 4025 & 4051 Stewart Circle, C-C & R-1 to C-H,  
County Utilities  
Recommended Action: Approve  
Documents:

**6. For Consideration**

- a. Lowndes County Responsible Dog Ownership Ordinance  
Recommended Action: Approve  
Documents:
- b. Purchase of Wetland Credits for Twin Lakes Road Paving Project  
Recommended Action: Approve  
Documents:
- c. Agreement for PI No. 0015614 CR 136/Old Quitman Road @ CSX #637487Y  
Recommended Action: Option 1  
Documents:
- d. Acceptance of Infrastructure for The Landings Phase IV  
Recommended Action: Approve  
Documents:

**7. Reports - County Manager**

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

## 9. Adjournment

LOWNDES COUNTY BOARD OF COMMISSIONERS  
COMMISSION AGENDA ITEM

SUBJECT: TWR-2025-01 New 260' Telecommunications Tower

DATE OF MEETING: October 14, 2025

Work  
Session/Regular  
Session

BUDGET IMPACT: N/A

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: TWR-2025-01 New 260' Telecommunications Tower

HISTORY, FACTS AND ISSUES: This case represents a request by the applicant to construct a new ~260' telecommunications tower on a 10,000sf leased area on Rocky Ford Road near Watkins Road. The subject property is currently zoned Estate Agricultural (E-A) and is allowed to be used for the construction of a new telecommunications tower with GLPC review and LCBOC approval. The proposed tower is determined to be of "No Hazard to Air Navigation" by the Federal Aviation Administration, and officials at Valdosta Regional Airport (VLD) and Moody Air Force Base (MAFB) have been notified of the request and provided no objection, noting that the proposed construction would be acceptable contingent upon the addition of marling/lighting IAW FAA Aeronautical study No 2025-ASO-7122-OE and FAA Advisory circular 70/7460-1 Change 1.

The primary motivation for a new tower at the subject property is to fill a gap in the existing coverage area. The subject property is in the Rural Service Area and depicted as Rural Residential on the Future Land Use Map. Surrounding properties include a County Fire Station, Watkins Family property, and Camp Rock of Georgia.

The TRC analyzed the request, the standards set forth in 5.05.00 and 10.02.00 of the ULDC, and factors most relevant to this application, including the proposed location's ability to enhance telecommunication service, minimize adverse impacts on the community, and encourage the location of towers in non-residential areas, and therefore recommends approval of the request for a new telecommunications tower.

At the Planning Commission meeting, the applicant's representative spoke in favor of the request, as did the property owner and nearby residents. Several neighbors spoke in opposition, along with submitting a petition and letter stating their concerns about the proposal. Ultimately, the GLPC voted unanimously to recommend Approval (6-0).

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

RECOMMENDED ACTION: Approve

DEPARTMENT: Planning/Zoning

DEPARTMENT HEAD: JD Dillard

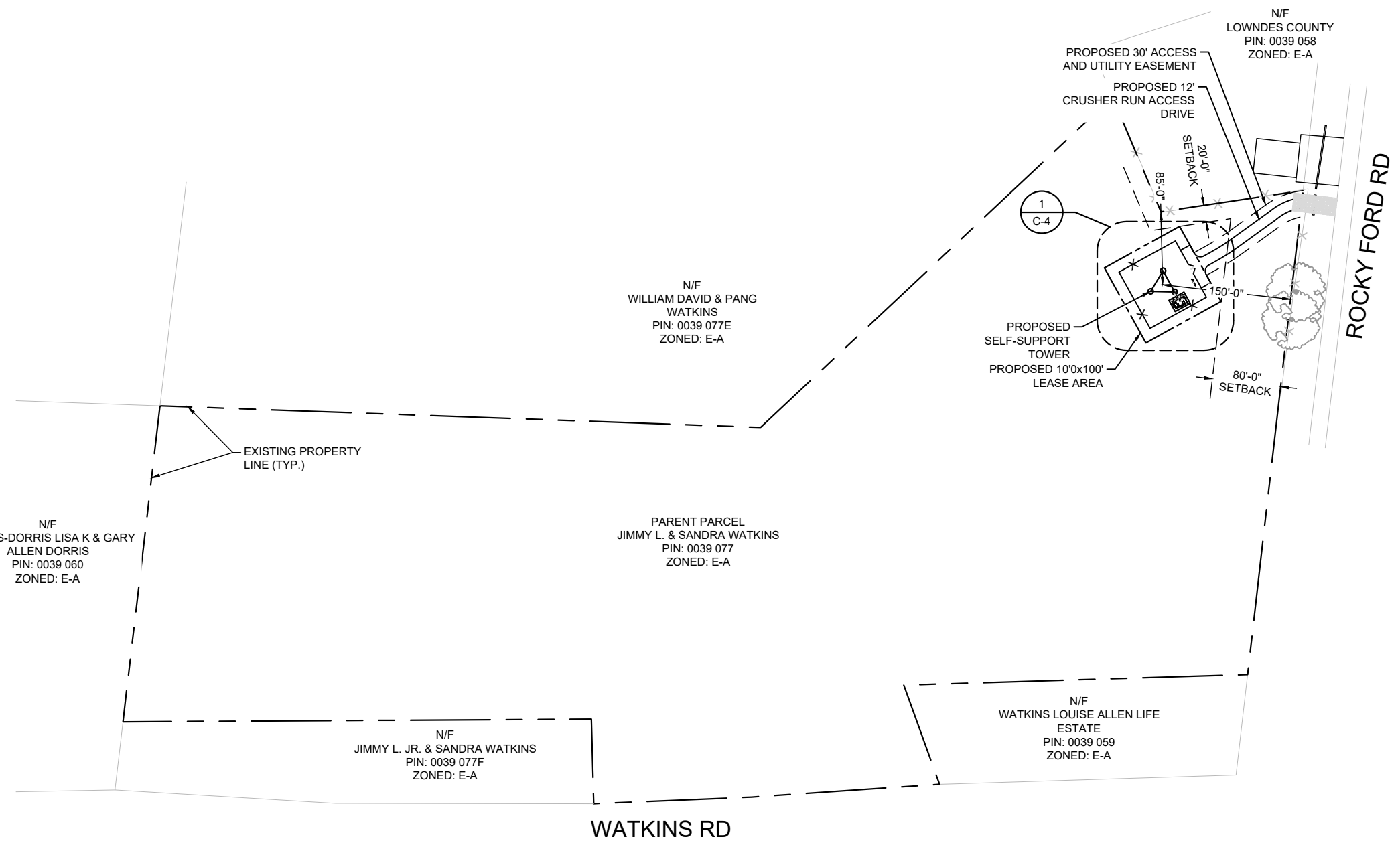
ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:



**GENERAL CONSTRUCTION NOTES:**

- SEE SURVEY FOR LEASE AREA BOUNDARY, LEGAL DESCRIPTION, EXISTING CONTOURS, AND ADDITIONAL SITE INFORMATION.
- DAMAGE TO ALL UTILITIES, LAND, ACCESS AREAS, AND PROPERTY OF OTHERS DISTURBED DURING CONSTRUCTION SHALL BE RETURNED TO THE ORIGINAL CONDITION AT THE COMPLETION OF THE WORK.
- REMOVE ANY EXISTING VEGETATION AND ORGANIC MATERIALS FROM THE TOWER COMPOUND.
- RE-GRADE AROUND THE EQUIPMENT SLAB AS REQUIRED TO ALLOW A MAXIMUM 4" OF PAD THICKNESS EXTENDING ABOVE THE FINISHED GRAVEL SURFACE. REPLACE GRAVEL AROUND SLAB AT COMPLETION OF INSTALLATION.
- ALL WORK SHALL BE DONE IN A SATISFACTORY AND PROFESSIONAL WORKMANLIKE MANNER. ALL WORK SHALL BE SUBJECT TO INSPECTION DURING CONSTRUCTION AND FINAL APPROVAL BY THE CONSTRUCTION MANAGER.
- ANY SUBSTITUTIONS OF MATERIALS, EQUIPMENT, OR DEVIATIONS FROM THE DESIGN PLANS OR SPECIFICATIONS SHALL BE COORDINATED AND APPROVED BY THE CONSTRUCTION MANAGER.
- COLOR SELECTION FOR PAINTED ITEMS SHALL BE MADE BY THE CONSTRUCTION MANAGER.
- THE CONTRACTOR SHALL FIELD VERIFY ALL EXISTING DIMENSIONS AND CONDITIONS SHOWN PRIOR TO BID SUBMITTAL. ANY CONFLICTS, DISCREPANCIES, ERRORS, AND/OR OMISSIONS SHALL BE BROUGHT TO THE ATTENTION OF THE CONSTRUCTION MANAGER.
- CONTRACTOR SHALL CONTACT A SUBSURFACE UTILITIES LOCATOR FOR EXACT LOCATIONS OF ALL EXISTING UTILITIES WITHIN DISTURBED AREAS, PRIOR TO THE COMMENCEMENT OF CONSTRUCTION ACTIVITIES. CONTRACTOR SHALL VERIFY THE LOCATIONS OF EXISTING UTILITIES BY DIGGING A TEST PIT, AS NECESSARY. THE LOCATIONS OF EXISTING UTILITIES SHOWN ON THESE PLANS ARE APPROXIMATE AND ARE FOR PLANNING PURPOSES ONLY.
- THE CONTRACTOR SHALL PROVIDE ANY NECESSARY PROTECTION FOR EXISTING UTILITIES DURING CONSTRUCTION.
- THE CONTRACTOR SHALL MAINTAIN A CLEAN SET OF CONSTRUCTION DRAWINGS AT THE SITE FOR THE PURPOSE OF DOCUMENTING "AS-BUILT" CONDITIONS AND DEVIATIONS FROM THE ORIGINAL DESIGN. THE REDLINED DRAWINGS SHALL BE TURNED OVER TO THE CONSTRUCTION MANAGER AT THE COMPLETION OF THE PROJECT.
- THE CONTRACTOR SHALL SECURE AND PAY FOR ALL NECESSARY PERMITS FOR THIS PROJECT FROM ALL APPLICABLE GOVERNMENT AGENCIES. CONTRACTOR SHALL BE RESPONSIBLE FOR ABIDING BY ALL THE CONDITIONS AND REQUIREMENTS OF THE PERMITS.
- THE CONTRACTOR SHALL PROTECT ALL SURVEY STATIONS AND CONTROL POINTS DURING CONSTRUCTION AND SHALL RE-ESTABLISH ANY DISTURBED CONTROL POINTS.
- ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE GOVERNING LOCAL BUILDING CODE AND ALL APPLICABLE AMENDMENTS. THE CONTRACTOR SHALL COORDINATE WITH THE LOCAL GOVERNING OFFICIAL FOR LOCAL BUILD CODE REQUIREMENTS.
- THE CONTRACTOR SHALL VISIT THE PROJECT SITE AND FAMILIARIZE HIMSELF WITH ALL EXISTING CONDITIONS INCLUDING SITE ACCESS PRIOR TO BID SUBMITTAL. ANY CHANGES DURING CONSTRUCTION DUE TO AN EXISTING CONDITION WHICH IS VISUALLY ASCERTAINABLE PRIOR TO BID SUBMITTAL, CANNOT BE USED AS THE BASIS FOR A CHANGE ORDER.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING ALL WASTE DEBRIS AND VEGETATION FROM THE SITE. BURIAL AND/OR BURNING OF WASTE MATERIALS IS NOT ACCEPTABLE.

THE CONTRACTOR SHALL VISIT THE SITE BEFORE BIDDING ON THE WORK CONTAINED WITHIN THIS DESIGN PACKAGE. DISCREPANCIES AND OMISSIONS SHALL BE BROUGHT TO THE ENGINEER'S ATTENTION PRIOR TO BIDDING.



**1 OVERALL SITE PLAN**  
SCALE: 1"= 150'-0"

PREPARED FOR:

PREPARED BY:

ENGINEER SEAL:

PRELIMINARY

DESIGN REVISION:

| NO. | DATE     | REVISIONS         | BY  |
|-----|----------|-------------------|-----|
| 0   | 05/15/25 | ISSUED FOR REVIEW | TME |

NOT VALID WITHOUT SIGNATURE AND DATE

SITE ID:

**LANGDALE  
US-GA-5379**

PROJECT ADDRESS:

**ROCKY FORD RD  
VALDOSTA, GA 31601**

T-MOBILE ID:

**9JK2862A**

PREPARED BY:

DRAWN BY: TME  
CHECKED BY: JRC

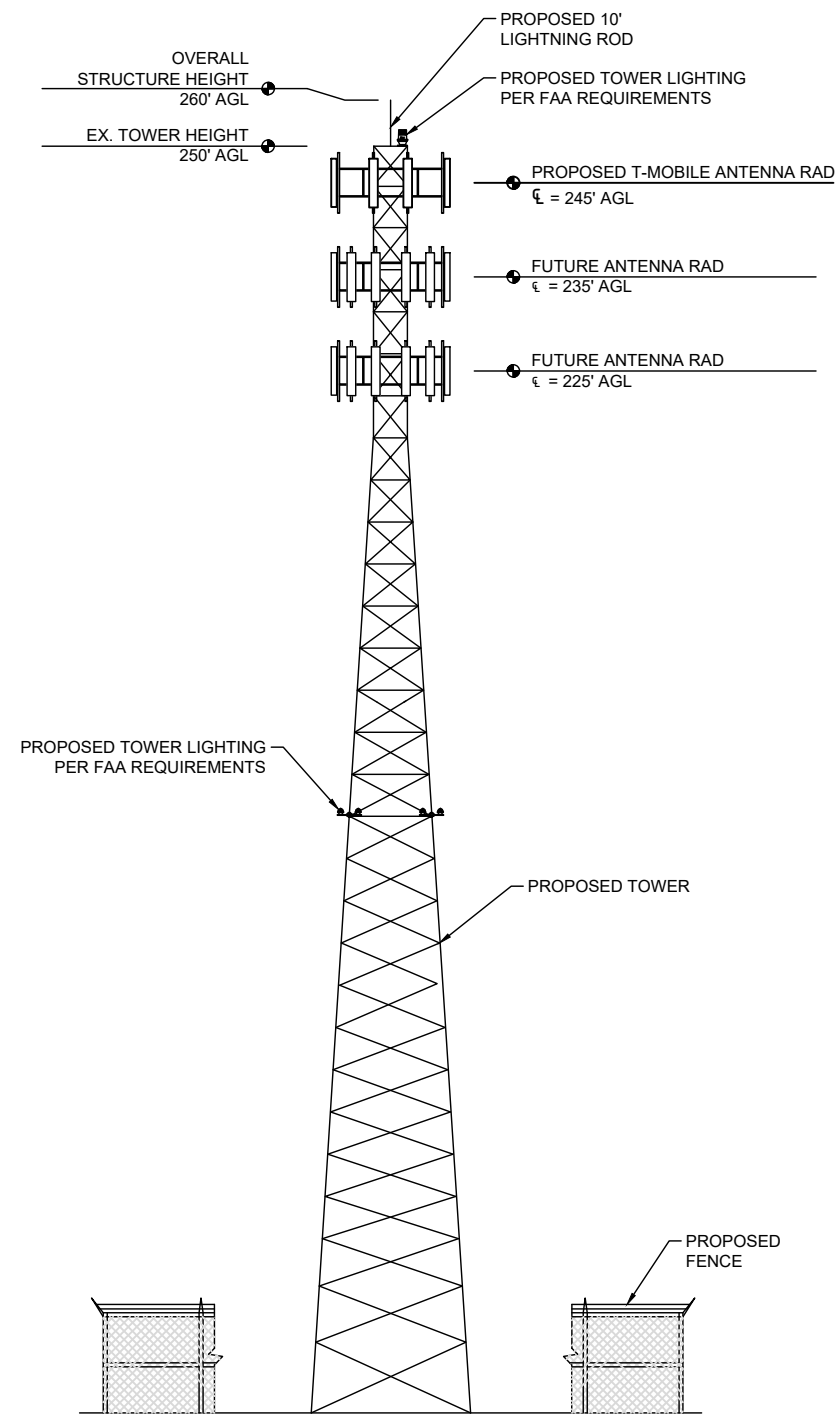
SHEET NAME:

**OVERALL SITE PLAN**

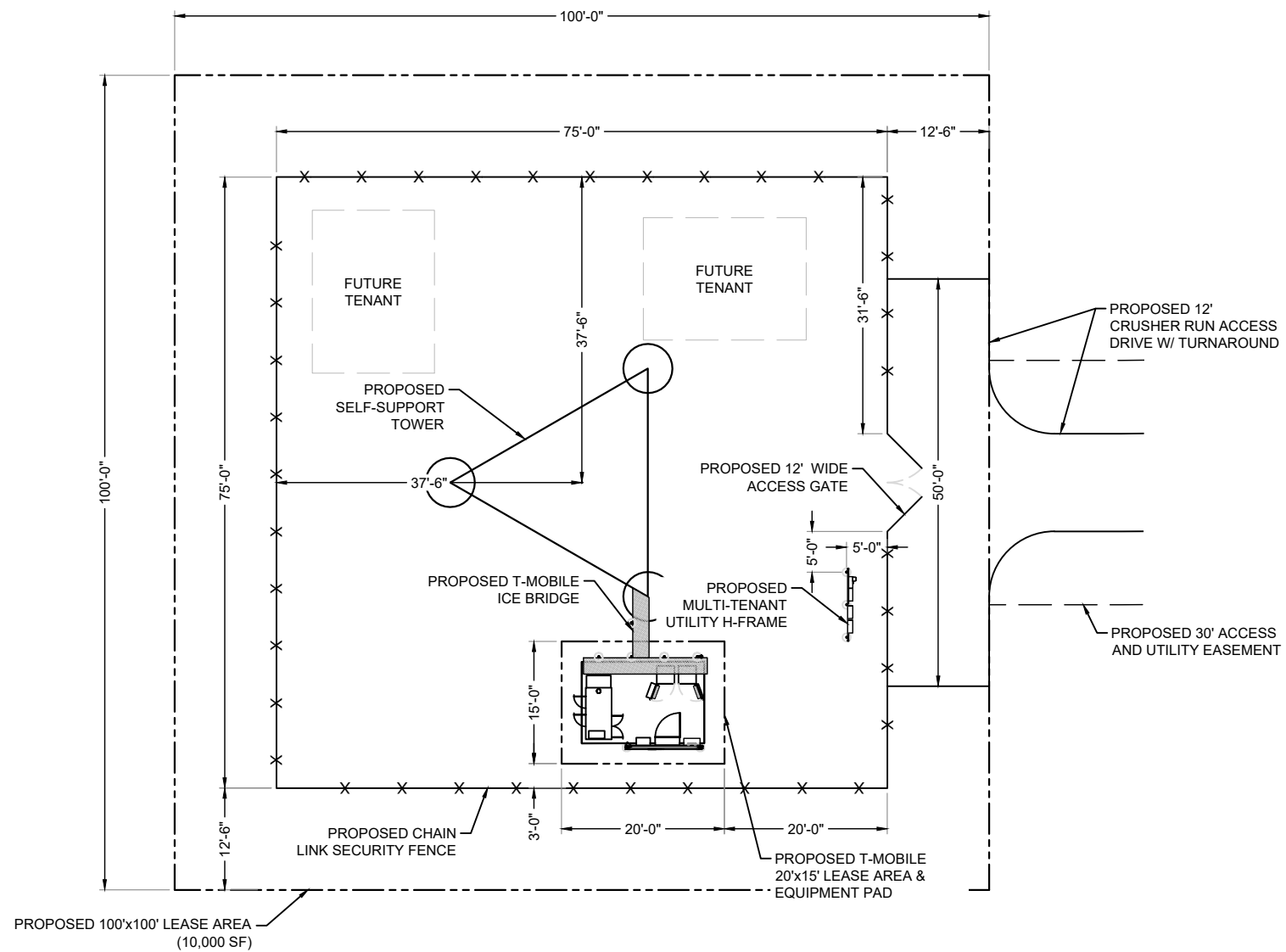
SHEET NUMBER:

**C-1**

ANTENNA MOUNT AND TOWER STRUCTURAL DESIGN ARE PERFORMED BY OTHERS AND ARE EXCLUDED FROM THIS SCOPE. TRIUMPH SOLUTIONS ACCEPTS NO RESPONSIBILITY FOR THE STRUCTURAL CAPACITY OF THE SUPPORTING STRUCTURES. CONTRACTOR SHALL COORDINATE WITH AND COMPLY WITH THE PROVISIONS OF THE TOWER DESIGN AND MOUNT CERTIFICATION PRIOR TO INSTALLATION OF EQUIPMENT ON THE TOWER.



**1** TOWER ELEVATION  
 SCALE: NOT TO SCALE



**2** COMPOUND LAYOUT PLAN  
 SCALE: 1"= 20'-0"  
 0 10' 20'

PREPARED FOR:  
**verticalbridge**

PREPARED BY:  
**TRIUMPH SOLUTIONS, LLC**

ENGINEER SEAL:  
**PRELIMINARY**

DESIGN REVISION:

| NO. | DATE     | REVISIONS         | BY  |
|-----|----------|-------------------|-----|
| 0   | 05/15/25 | ISSUED FOR REVIEW | TME |

NOT VALID WITHOUT SIGNATURE AND DATE

SITE ID:  
**LANGDALE US-GA-5379**

PROJECT ADDRESS:  
 ROCKY FORD RD  
 VALDOSTA, GA 31601

T-MOBILE ID:  
 9JK2862A

PREPARED BY:  
 DRAWN BY: TME  
 CHECKED BY: JRC

SHEET NAME:  
**TOWER ELEVATION & COMPOUND LAYOUT**

SHEET NUMBER:  
**C-2**

Commissioners,

My name is Kim Lindsey (Watkins) and I own 4364 Rocky Ford Road, just 400 to 500 feet from the proposed cell tower site. It is disappointing to have had only a couple days' notice, but I appreciate the opportunity to offer my concerns.

I want to be clear — I understand the importance of reliable cell service and the land owner's financial enticement to lease or provide land for such this purpose. But it is a fact the financial loss of others in the area will be far greater than the gain of one. Also, the question before us is not whether we need cell coverage; it's where and how towers should be placed so they serve the community without harming the neighborhoods that make Valdosta such a desirable, quiet, peaceful place to live. Placing a cell tower of questionable height and design within 400-500 feet of my home will have serious negative impacts.

1. Property values. Independent research backs this up. One 2019 study from Savannah, Georgia, found that homes located near cell towers lost up to 7.6% of their resale value. For families like mine, that represents tens of thousands of dollars in lost equity. And this is not just about my property — it affects the entire neighborhood and ultimately reduces the county's tax base. It is a fact having a cell tower in your neighborhood WILL bring many unnecessary challenges to your property value such as potential buyer pool will be reduced by the sight of a cell tower.

2. Compatibility with the neighborhood. This would be a large, ugly industrial structure being placed in a residential/agricultural setting. A tower of this scale is not in harmony with the character of Rocky Ford Road. It will be highly visible, altering the rural and residential feel that drew many of us here in the first place.

3. Safety and precedent. Towers of this size can fail during severe weather, and they spread debris as with the hurricane just last year. At only 400 to 500 feet from homes, this creates unnecessary risk. And if this tower is approved, it sets a precedent that could bring more intrusive infrastructure closer and closer to residential neighborhoods across Valdosta.

4. Health concerns. There are many concerns of potential health issues especially if there is consistent exposure to the tower frequencies that can pulse higher at times. This is topic is highly controversial with too much evidence to bring to this hearing. It reminds me of when my mom was a youth. She was told smoking was a way to make you feel better, that turned out to be beneficial to big tobacco but not the many people who were lied to.

We know now there is no safe level of smoking, as we may learn and prove the level of frequency or distance of foot from a cell may be adjusted for safety and other reasons. The companies currently deem a "safe level of exposure". This could be fluid as more and more related long-term health concerns arise. I am not debating the health concerns at this time, just the potential or idea of harm is certainly there.

5. Noise can travel ¼ mile from the source. Especially with the lake behind the area, I am sure there will be more amplification. Noise from cell towers comes from cooling units, backup generators, and sometimes malfunctioning equipment. The associated equipment, often housed in a shelter at the base of the tower, requires power and cooling. Failures in equipment can cause loud alarming, buzzing, humming, or high-pitched sounds. This would be a highly offensive direct view that

will permanently alter the peace and quietness of the area. I enjoy sitting on the back porch listening quietly to the birds on my back porch and am looking forward to enjoying more after retirement.

6. **Better alternatives.** Federal law encourages carriers to co-locate on existing towers and our area already has towers in less residential zones. (one at Wild Adventures 10 mins away) Commercial or industrial corridors are far more appropriate for this type of facility. Approving this site here is simply not necessary to achieve coverage goals. Jimmy Jr and Sandra Watkins, the land owners, have many other personally owned properties that would have less negative impact to our community. I would ask them to consider another location more suitable for this purpose.

In closing, Commissioners, the board's role is to protect the long-term character and stability of neighborhoods, not just accommodate utility companies and land owners looking for financial gain.

This tower, at this location, creates a permanent burden on homeowners without adequate justification. I urge you to reject this current proposal, protecting the value, peace, safety, and character of our community.

**This addendum** is regarding new information I have received and reviewed. ***“Greater Lowndes Planning Commission Agenda Item” prepared by the TRC Company.***

After learning that the requested tower is proposed to be a massive **260 feet in height**, I became further concerned upon reading the requirement stated in the document: **“approval contingent upon the addition of marling/lighting .”**

I have learned any tower over 200 feet must be fitted with high-intensity white and red lighting, which will make the tower significantly more noticeable both day and night. This not only intensifies the visual impact but also the intrusion into the surrounding residential environment.

Additionally, I direct your attention to the statement in the last paragraph of the TRC document:

***“...and encourage the location of towers in NON-RESIDENTIAL AREAS, THEREFORE RECOMMENDS APPROVAL OF THE REQUEST FOR A NEW Telecommunications TOWER.”***

It appears this recommendation is being based on the false assumption that the surrounding area is not residential. In fact, the **location is surrounded by many residentially zoned properties.** The TRC document clearly encourages towers should be in NON residential areas. I realize a tower of this height will have a far greater impact on property values than previously suggested. Multiple studies have shown that homes in close proximity to **larger cell towers** often suffer a more significant decrease in property value — in some cases by as much as 30%.

I continue to urge you to reject the cell tower proposal.

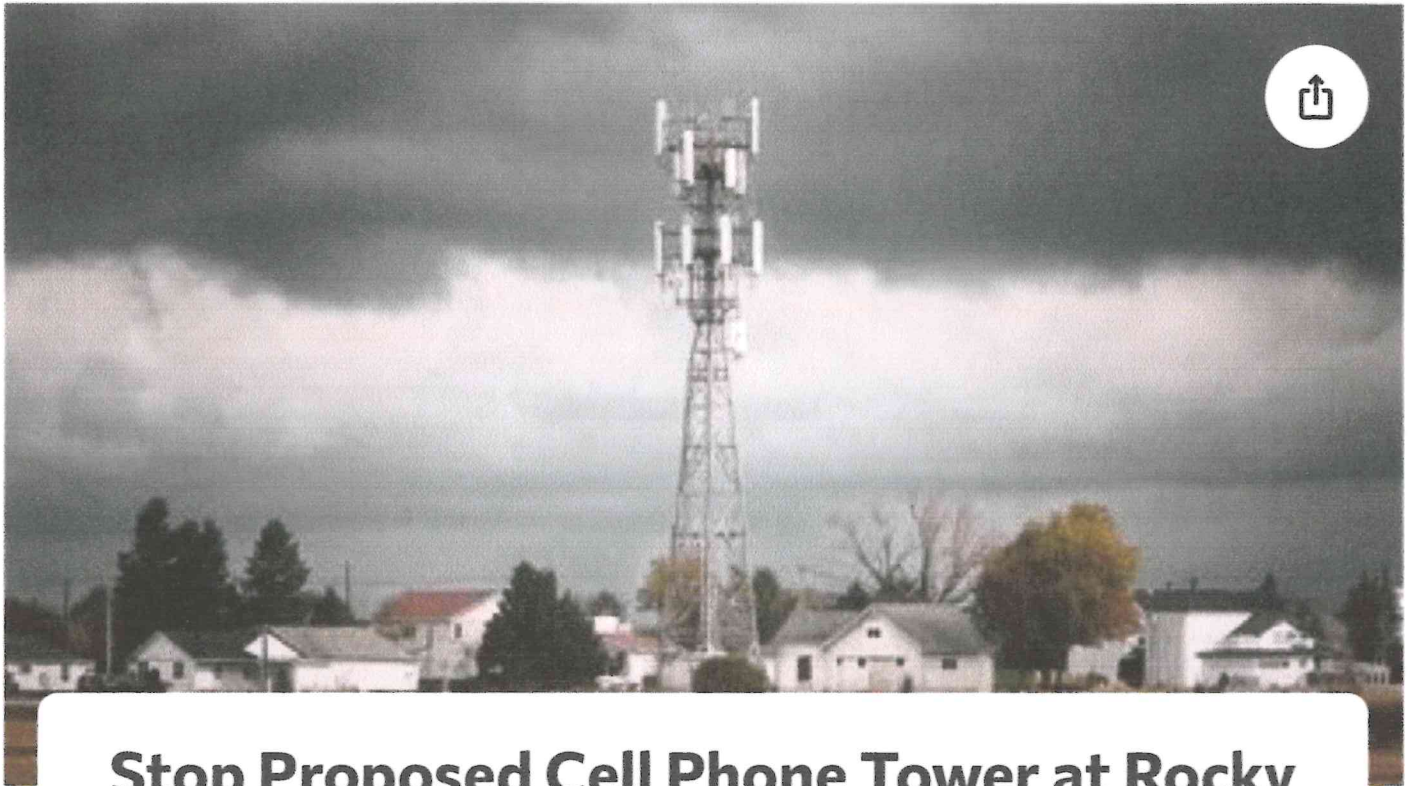
Sincerely,

Kim Lindsey

904-707-4158

4364 Rocky Ford Road

Valdosta, Ga 31601



# Stop Proposed Cell Phone Tower at Rocky Ford

Take the next step!

25<sup>✓</sup>

Verified signatures ▾

Let's get to 50 signatures!



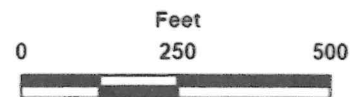
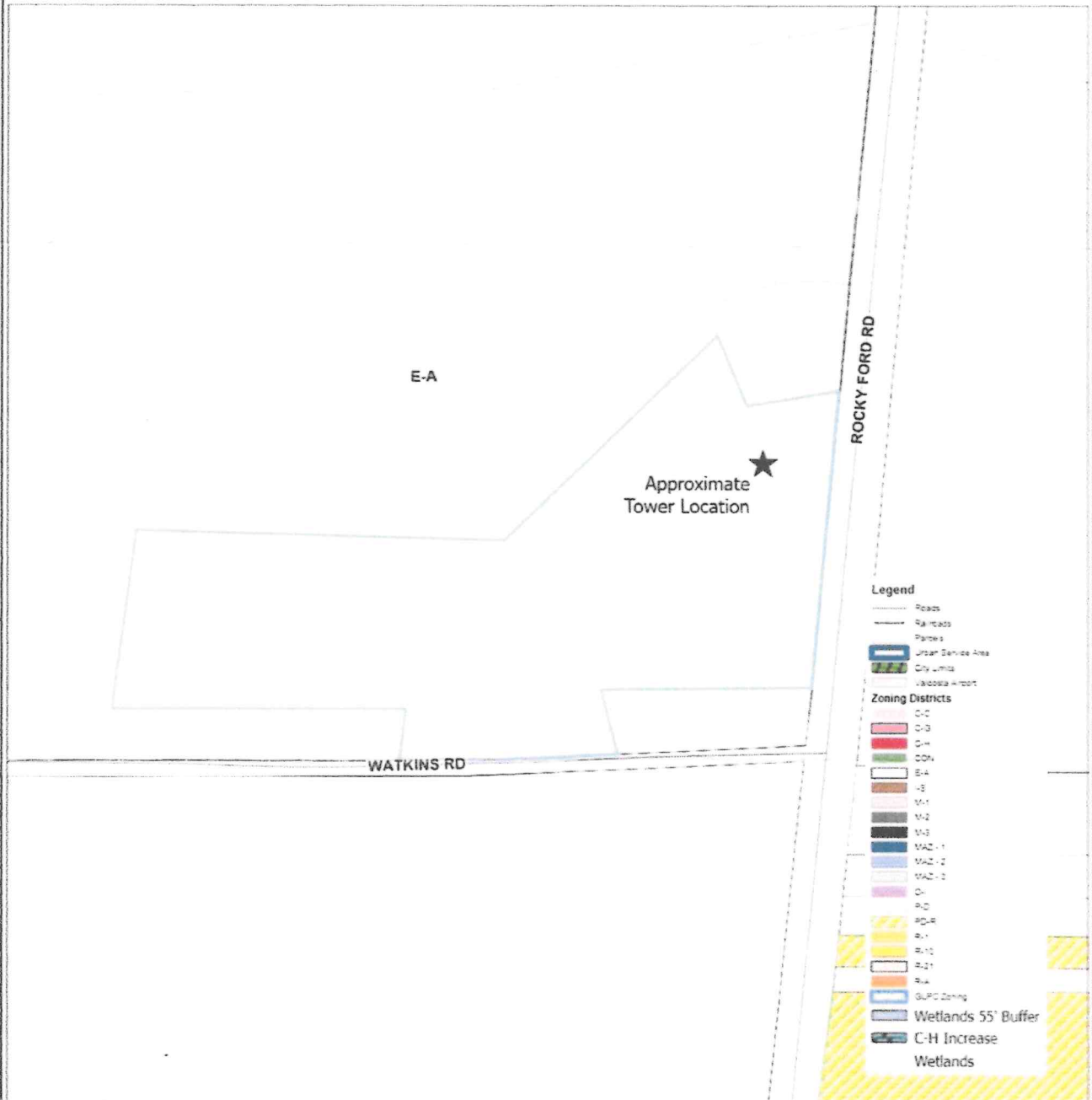
Petitions with 1,000+ supporters are 5x more likely to win!

# TWR-2025-01

# Zoning Location Map

## Rocky Ford Road and Watkins Road Rezoning Request

CURRENT ZONING: E - A





I've always cherished the comfort and community spirit of our Rocky Ford community, where my family and I have lived for years. But now, we are facing a new challenge that threatens the well-being of everyone here—a cell phone tower is set to be constructed dangerously close to some of our homes.

Numerous studies suggest that long-term exposure to radiation from cell phone towers may increase the risk of cancer and other health issues. The International Agency for Research on Cancer, part of the World Health Organization, classified radiofrequency electromagnetic fields as "possibly carcinogenic to humans." This is a risk that we simply can't overlook, not when it concerns the health of my children, elderly family members, and the entire community.

While mobile connectivity is vital, the choice of location for such infrastructure should be mindful of resident safety and health. There are alternative sites further from dense residential areas where the tower could be erected, avoiding potential health risks to our loved ones. It's about finding a balance between technological advancements and community welfare.

Children, pregnant women, the elderly, and those with existing medical conditions are more susceptible to environmental risks. Radiofrequency exposure over many years (cumulative exposure) may present greater risk, especially if living continuously near a tower.

Empirical studies show a measurable drop in property values for homes near visible wireless communication towers as well.

By signing this petition, you are standing with us against this decision and advocating for our right to a safe environment. Let us urge the local authorities to reconsider the current site proposal and engage with telecommunication companies to seek safer alternatives. Please join us in this fight to protect our community.

## Commonly Reported Symptoms Among Residents Living Near Cell Phone Towers



### Neurological and Cognitive Symptoms

- Headaches (frequent or chronic)
- Dizziness or vertigo
- Difficulty concentrating ("brain fog")
- Memory problems or forgetfulness
- Sleep disturbances or insomnia
- Tinnitus (ringing in the ears)

### Psychological and Emotional Symptoms

- Anxiety and restlessness
- Depression or mood swings
- Irritability
- Fatigue (chronic tiredness even with rest)

### Cardiovascular Symptoms



- Heart palpitations
- Irregular heartbeat (arrhythmias)
- Increased blood pressure
- Chest discomfort (non-cardiac)

### Musculoskeletal Symptoms

- Muscle aches and joint pain
- Nerve tingling or numbness

### Thermoregulatory / Other Physical Symptoms

- Sensations of warmth or burning in the skin
- Unexplained temperature sensitivity
- Skin rashes or itching
- Eye strain or visual disturbances

### Children's Symptoms

- Behavioral changes (hyperactivity, irritability)
- Trouble sleeping
- Delayed development or attention issues (in extreme anecdotal cases)

### Scientific Studies Supporting These Reports

Santini et al.

Surveyed people living at varying distances from base stations. Found that those

living within 100–300 meters reported significantly more symptoms, including:

- Headaches
- Sleep disturbances
- Irritability
- Depression
- Dizziness

Bortkiewicz et al. (Poland, 2004)

Residents living near mobile phone base stations (within 150 meters) reported: More frequent complaints of nervousness, sleep problems, fatigue, and difficulty concentrating compared to those living farther away.

We might live in a rural zone, but we do not want to be apart of an experiment! Please keep towers in city zones. Let's keep our community safe. Please join us by either signing this petition or being at the public hearing. We've been given very short notice.

Public Input:

Monday, September 29, 2025, 5:30 p.m.

Greater Lowndes Planning Commission

Lowndes County South Health District Administrative Office

325 West Savannah Avenue, Valdosta, Georgia


Official Public Hearing:

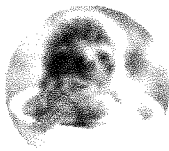
Tuesday, October 14, 2025, 5:30 p.m.

Lowndes County Board of Commissioners

Lowndes County Judicial and Administrative Complex - Administrative Wing -  
Commission Chambers, 2nd Floor

327 North Ashley Street, Valdosta, Georgia

 [Report a policy violation](#)



**Mindy Valentine**

Petition Starter

**Media inquiries**

**Start a petition of your own**

This petition starter stood up and took action. Will you do the same?

**Start a petition**


# Supporter Voices

## Featured Comments

**Patricia**, Live Oak

2 days ago

*“Close to me”*

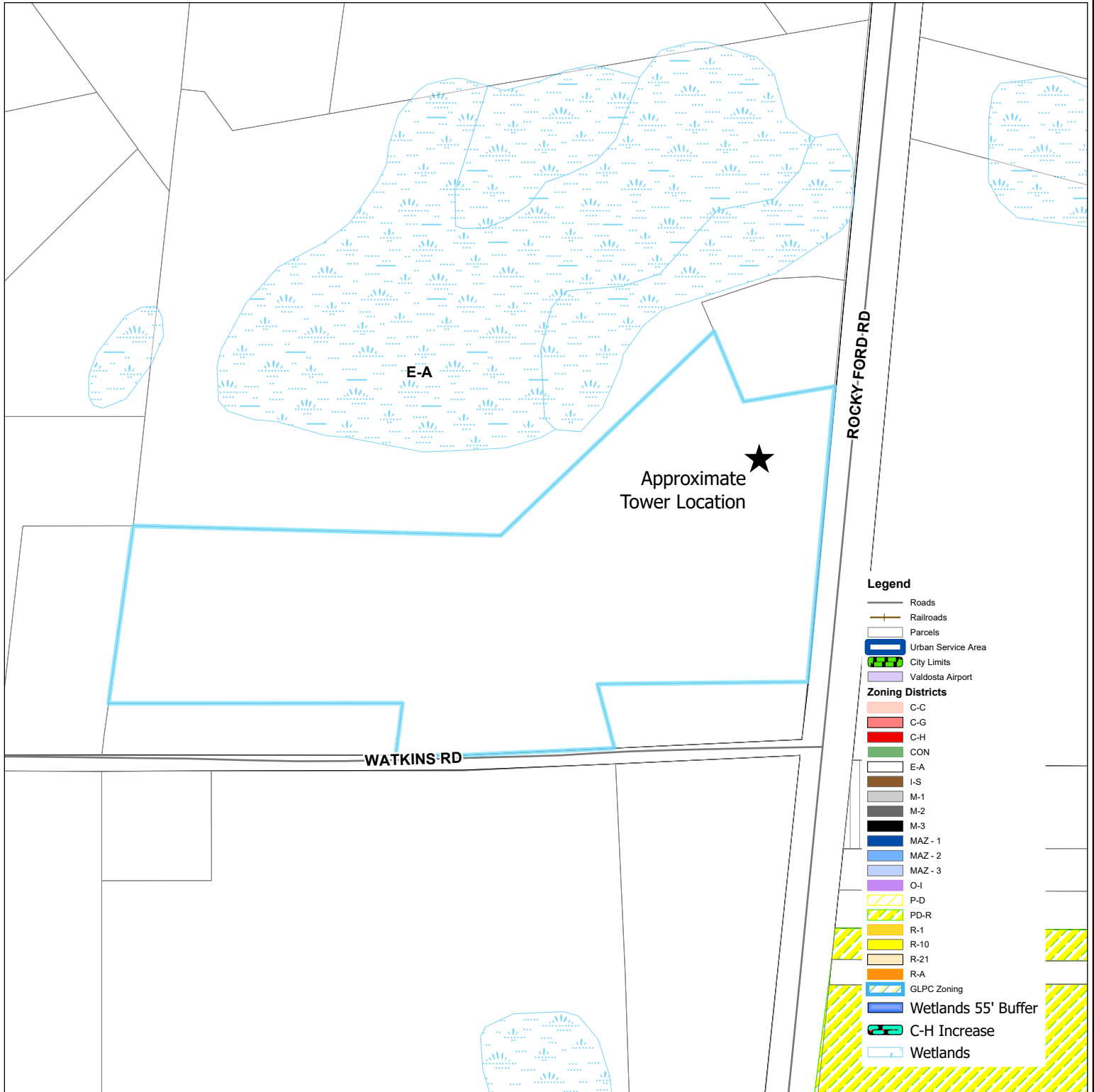
♡ 0 Likes    Report

[View all comments](#)

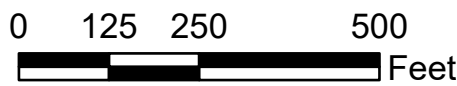
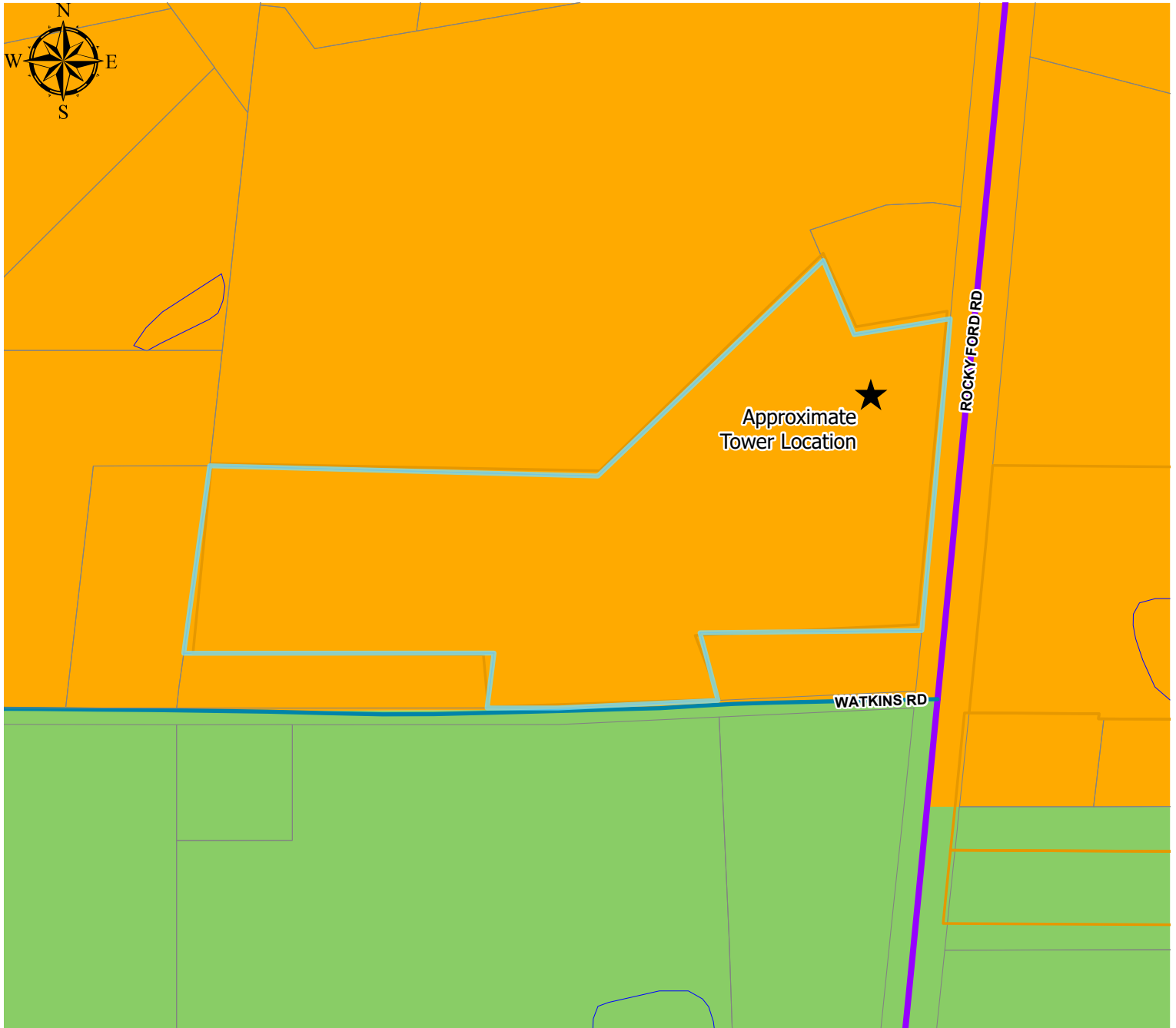
| Name                      | City          | State | Postal Code | Country       | Signed On  |
|---------------------------|---------------|-------|-------------|---------------|------------|
| Chandler ...              |               |       |             | United States | 2025-09-26 |
| Laura Kim Lindsey-Watkins | Valdosta      | GA    | 31601       | United States | 2025-09-26 |
| Angela Covington          | Valdosta      | GA    | 31601       | United States | 2025-09-26 |
| Susan Opp                 | Overland Park | KS    | 66204       | United States | 2025-09-26 |
| Lauryn Stevens            | Yulee         | FL    | 32097       | United States | 2025-09-27 |
| David Watkins             | Valdosta      | GA    | 31601       | United States | 2025-09-27 |
| Daniel bates              | Valdosta      | GA    | 31601       | United States | 2025-09-27 |
| Adam Nichols              | Quitman       | GA    | 31643       | United States | 2025-09-28 |
| Patricia Spin             | Live Oak      | FL    | 32060       | United States | 2025-09-28 |
| Daniel Wall               | Quitman       | GA    | 31643       | United States | 2025-09-28 |
| Harrison Valentine        | Kingsland     | GA    | 31548       | United States | 2025-09-28 |
| William Bernhardt         | Valdosta      | GA    | 31602       | United States | 2025-09-28 |
| LORETTA BERNHARDT         | Valdosta      | GA    | 31602       | United States | 2025-09-28 |
| Emily Easler              | Lake Park     | GA    | 31636       | United States | 2025-09-28 |
| Will Watkins              | Lake Park     | GA    | 31636       | United States | 2025-09-28 |
| Dustin Smith              | Valdosta      | GA    | 31601       | United States | 2025-09-28 |
| Summer Epler              | Valdosta      | GA    | 31601       | United States | 2025-09-28 |
| Waylon Thomas             | Valdosta      | GA    | 31601       | United States | 2025-09-28 |
| Erin Wardwell             | Valdosta      | GA    | 31601       | United States | 2025-09-28 |
| Destin Poppell            | Valdosta      | GA    | 31601       | United States | 2025-09-28 |
| Lillie Maine              | Valdosta      | GA    | 31601       | United States | 2025-09-29 |
| Randy Peters              | Valdosta      | GA    | 31601       | United States | 2025-09-29 |
| Tracie Peters             | Valdosta      | GA    | 31601       | United States | 2025-09-29 |
| Pang Watkins              | Valdosta      | GA    | 31601       | United States | 2025-09-29 |
| Allan Phelps              | Valdosta      | GA    | 31601       | United States | 2025-09-29 |

## Rocky Ford Road and Watkins Road Rezoning Request

**CURRENT ZONING: E - A**



## Rocky Ford Road and Watkins Road Rezoning Request



### Roads

#### Functional Classification

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

### Character Areas

- Agriculture / Forestry
- Community Activity Center
- Downtown
- Established Residential
- Industrial Activity Center
- Industrial Area

### Legend

- Institutional Activity Center
- Linear Greenspace/Trails
- Mill Town
- Moody Activity Zone
- Neighborhood Activity Center
- Park/Recreation/Conservation
- Public / Institutional
- Regional Activity Center
- Remerton Neighborhood Village
- Rural Activity Center
- Rural Residential
- Suburban Area
- Transitional Neighborhood
- Transportation/Communication/Utilities





# TWR-2025-01

# WRPDO Site Map

## Rocky Ford Road and Watkins Road Rezoning Request

### Legend

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





LOWNDES COUNTY BOARD OF COMMISSIONERS  
COMMISSION AGENDA ITEM

SUBJECT: REZ-2025-15 Stewart Circle ~13.6ac, 3923, 4025 & 4051  
Stewart Circle, C-C & R-1 to C-H, County Utilities

DATE OF MEETING: October 14, 2025

Work  
Session/Regular  
Session

BUDGET IMPACT: N/A

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: REZ-2025-15 Stewart Circle ~13.6ac, 3923, 4025 & 4051  
Stewart Circle, C-C & R-1 to C-H, County Utilities

---

HISTORY, FACTS AND ISSUES: This request represents a change in zoning on the subject property from C-C (Crossroads Commercial) & R-1 (Low Density Residential) to C-H (Highway Commercial) zoning, in order to unify the zoning for the property to be developed with a mixture of commercial uses.

In 2004, a 3-acre portion was rezoned to R-1 for development of a single-family dwelling, while the remainder of the property remained Agriculture Use (A-U) and Neighborhood Commercial (C-N), before changing to R-1 and C-C in 2006 with the adoption of the ULDC. Code Enforcement has had issues with previous owners regarding junk vehicles, illegal dumping, property maintenance, and tree removal permitting, however, the current property owners are aware and have mitigated the issues while working through the proper development processes.

The subject property is within the Urban Service Area and US 41 Corridor Overlay, and Community Activity Center and Institutional Activity Center Character Areas, which recommend C-H zoning. Primary access is off Stewart Circle, and there are existing drives and proposed easements connecting to the Val North Commercial complex. There is a large, ~5.6ac wetland area centrally located on the property, which will require additional engineering design and environmental assessment once development begins.

The TRC analyzed the request, the standards governing the exercise of zoning power set forth in 10.01.05 of the ULDC, and factors most relevant to this application, including the neighboring land uses and lot sizes, the availability of County Utilities, the potential environmental impacts, and the ability to properly apply the standards of the ULDC, and therefore recommends approval of the request for C-H zoning.

At the Planning Commission meeting, the applicant spoke in support of the request and no one spoke against it, therefore the GLPC recommended unanimous Approval (6-0).

Additionally, although the TRC does not believe that conditions of approval are necessary for the following information, it should be noted for future reference: the minimum buffer area between Commercial and

Residential zonings is 30 feet, which may be decreased by 50% and the buffer landscaping decreased by 25% with the installation of a 6' to 8' opaque fence.

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

RECOMMENDED ACTION: Approve

DEPARTMENT: Planning/Zoning

DEPARTMENT HEAD: JD Dillard

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:



# Letter of Intent for Rezoning Application

I respectfully request the Lowndes County Board of Commissioners to rezone the subject property located on **Stewart Circle** from **C-C (Community-Commercial)** and **R-1 (Residential Single-Family)** to **C-H (Highway Commercial)**.

The purpose of this request is to allow the property to be developed for **highway-oriented commercial uses such as retail, office, and service businesses**. The C-H district, as defined in the Lowndes County Unified Land Development Code (ULDC), is intended for commercial activities that serve both local residents and the traveling public, which makes it a more appropriate zoning classification for this site than the existing combination of C-C and R-1.

The subject property is well-suited for this rezoning for the following reasons:

- **Location & Access** – The property is located on Stewart Circle with convenient access to major corridors including [HWY 41/I-75], making it ideal for highway commercial uses.
- **Surrounding Development** – Nearby parcels include both commercial and residential uses. Rezoning to C-H will provide a logical transition between these development types while encouraging investment in the area.
- **Utilities & Infrastructure** – Lowndes County water and sewer service is available or nearby with adequate capacity. Other utilities and infrastructure are either in place or can be extended to support development.
- **Future Development Alignment:** The Stewart Circle property is consistent with the County's Comprehensive Plan and appears to lie within a **Community Activity Center (CAC)**, supporting its use for highway-oriented commercial development.
- **Community & Economic Benefit** – The proposed rezoning will support additional commercial opportunities in the County, create jobs, expand the local tax base, and provide convenient services to residents and highway travelers.

For these reasons, I respectfully request approval of this rezoning application from **C-C and R-1** to **CH**.

Thank you for your time and consideration. I look forward to working with Lowndes County to ensure the property is developed in a manner consistent with the ULDC and the County's growth objectives.

Respectfully submitted,

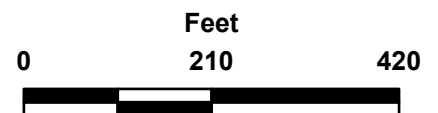
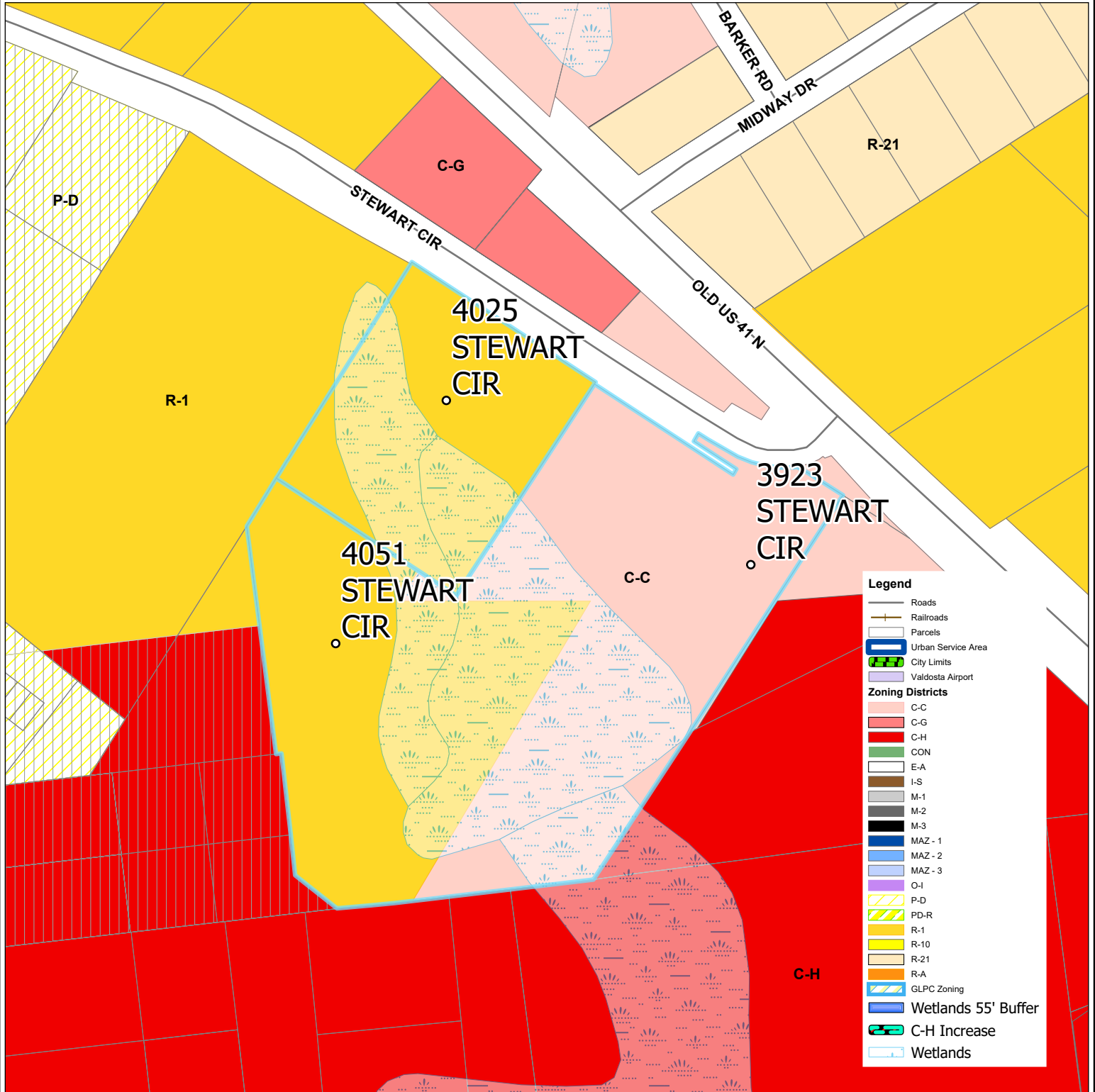
Kevin Hollis  
Edward Jennings LLC  
PO Box 5437 Valdosta, Ga 31603  
[kvn2741@gmail.com](mailto:kvn2741@gmail.com)  
229-563-2837

# REZ-2025-15

# Zoning Location Map

3923, 4025, 4051 Stewart Circle  
Rezoning Request

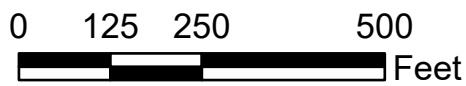
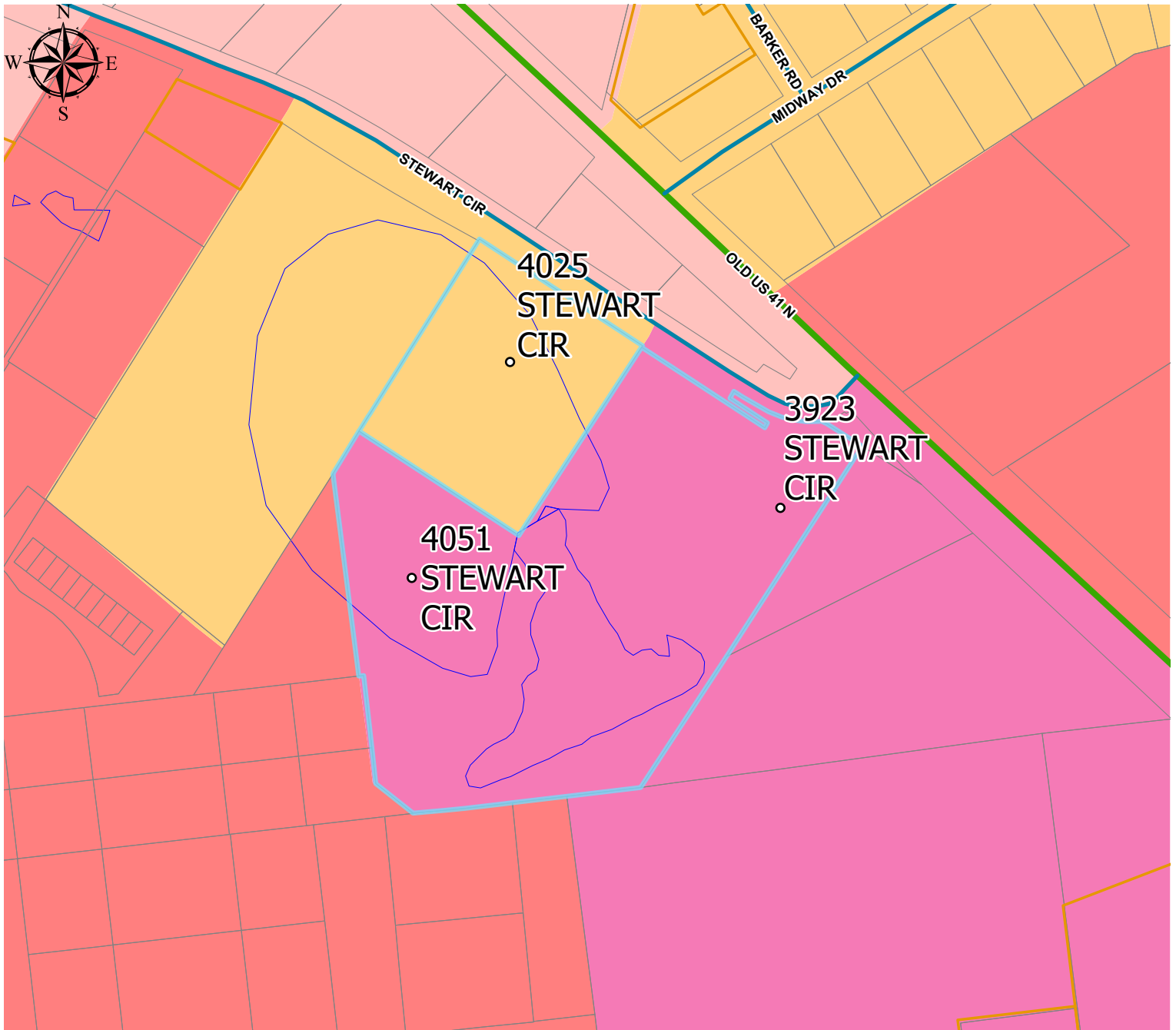
CURRENT ZONING: R - 1 and C - C  
PROPOSED ZONING: C - H



# REZ-2025-15

# Future Development Map

## 3923, 4025, 4051 Stewart Circle Rezoning Request



### Roads

#### Functional Classification

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

### Character Areas

- Agriculture / Forestry
- Community Activity Center
- Downtown
- Established Residential
- Industrial Activity Center
- Industrial Area

### Legend

- Institutional Activity Center
- Linear Greenspace/Trails
- Mill Town
- Moody Activity Zone
- Neighborhood Activity Center
- Park/Recreation/Conservation
- Public / Institutional
- Regional Activity Center
- Remerton Neighborhood Village
- Rural Activity Center
- Rural Residential
- Suburban Area
- Transitional Neighborhood
- Transportation/Communication/Utilities





# REZ-2025-15

# WRPDO Site Map

3923, 4025, 4051 Stewart Circle  
Rezoning Request

### Legend

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





LOWNDES COUNTY BOARD OF COMMISSIONERS  
COMMISSION AGENDA ITEM

SUBJECT: Lowndes County Responsible Dog Ownership Ordinance

DATE OF MEETING: October 14, 2025

Work  
Session/Regular  
Session

BUDGET IMPACT:

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: Lowndes County Responsible Dog Ownership Ordinance

---

HISTORY, FACTS AND ISSUES: Lowndes County is required to enforce state laws related to the management of dogs that appear to threaten or harm the public or other animals. There are two processes by which “dangerous” and/or “vicious” dog classifications can be finally determined. Historically, Lowndes County has relied on an appointed citizen review committee. It can be a challenge to keep a variety of qualified citizens active on the board which can extend the time by which cases are reviewed and decided. Further, cases decided through this process may still be appealed to the courts. The law also provides for “dangerous” and/or “vicious” dog classifications to be heard in Probate Court. Approval of the attached ordinance will eliminate the need for the current citizen review board and move the hearing of these cases to Probate Court. Approval of the attached ordinance does not in any way interfere with actions taken by law enforcement when misdemeanor or felony cases are made regarding dog bites or attacks.

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

RECOMMENDED ACTION: Approve

DEPARTMENT: County Manager

DEPARTMENT HEAD: Paige Dukes

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:



**LOWNDES COUNTY RESPONSIBLE DOG OWNERSHIP ORDINANCE**

AN ORDINANCE OF THE BOARD OF COMMISSIONERS OF LOWNDES COUNTY FOR THE PURPOSE OF PROVIDING FOR RESPONSIBLE DOG OWNERSHIP INCLUDING THE CONTROL OF DANGEROUS AND VICIOUS DOGS AND FOR OTHER PURPOSES.

IT HEREBY IS ORDAINED by the Board of Commissioners of Lowndes County, pursuant to authority vested by law and Title 4 of the Official Code of Georgia Annotated, as follows:

**I. TITLE**

- a. This Ordinance shall be known as the “Lowndes County Responsible Dog Ownership Ordinance.”

**II. PURPOSE AND INTENT**

- a. The purpose of this Ordinance is to provide for responsible dog ownership as authorized by the Georgia Responsible Dog Ownership Law.

**III. ANIMAL CONTROL BOARD**

- a. The Animal Control Board of Lowndes County is hereby disbanded and terminated.

**IV. DEFINITIONS**

- a. When used in this Ordinance, the following terms shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:
  - 1. *Animal* means any live creature, both domestic and wild, except humans. *Animal* includes birds, fish, and reptiles.
  - 2. *Animal Services* means the Animal Services Department of Lowndes County.
  - 3. *Animal Services Officer* means an employee of Lowndes County authorized to issue citations under the Lowndes County Animal Services Ordinance.
  - 4. *Animal Shelter* means the Lowndes County Animal Shelter.
  - 5. *Board of Commissioners* means the Board of Commissioners of Lowndes County.
  - 6. *Certificate of Registration* means a current, valid Certificate of Registration issued pursuant to this Ordinance by a Dog Control Officer for the possession of a classified dog.
  - 7. *Classified Dog* means any dog that has been classified as either a dangerous dog or vicious dog pursuant to this Ordinance or any other Lowndes County Ordinance.
  - 8. *County* means Lowndes County.

9. *Dangerous Dog* means any dog that:
  - A. causes a substantial puncture of a person's skin by teeth without causing serious injury; provided, however, that a nip, scratch, or abrasion shall not be sufficient to classify a dog as dangerous under this Ordinance;
  - B. aggressively attacks in a manner that causes a person to reasonably believe that the dog posed an imminent threat of serious injury to such person or another person although no such injury occurs; provided, however, that the acts of barking, growling, or showing of teeth by a dog shall not be sufficient to classify a dog as dangerous under this Ordinance; or
  - C. while off the property of the owner of the dog, kills a pet animal; provided, however, that such a dog shall not be classified as dangerous dog where the death of such pet animal is caused by a dog that is working or training as a hunting dog, herding dog, or predator control dog.
10. *Dog* means any member of the animal species *canis familiaris*.
11. *Dog Control Officer* means an individual designated by this Ordinance to aid in the administration and enforcement of the provisions of this Ordinance. A Dog Control Officer shall not be authorized to make arrests unless he or she is a law enforcement officer having the powers of arrest.
12. *Euthanize or euthanasia* means euthanasia humanely administered to a dog in accordance with OCGA § 4-11-5.1.
13. *Georgia Responsible Dog Ownership Law* means the State of Georgia's Responsible Dog Ownership Law, OCGA § 4-8-20 et seq.
14. *Impound or impoundment* means the taking into custody of a dog by any Dog Control Officer.
15. *Jurisdiction of the County* means the unincorporated area of the County and the incorporated area of any participating municipality.
16. *Livestock* means all animals of the equine, bovine, fowl, or swine class, goats, sheep, mules, horses, cattle, and other grazing animals.
17. *Owner* means any natural person or any legal entity, including, but not limited to, a corporation, partnership, firm, or trust owning, possessing, harboring, keeping, or having custody or control of a dog. In the case of a dog owned by a minor, *owner* includes the parents or person in loco parentis with custody of the minor.
18. *Ordinance* means this Responsible Dog Ownership Ordinance.
19. *Mail* means to send by certified mail or statutory overnight delivery to the recipient's last known address.

20. *Notice of Classification* means a notice issued by a Dog Control Officer classifying a dog as dangerous dog or vicious dog.
21. *Participating municipality* means any municipality in the County which enters into an agreement with the County for the consolidation of responsible dog ownership services under this Ordinance.
22. *Pet animal* means any domesticated animal commonly kept at a residence primarily for pleasure and companionship and not for work or utility purposes. *Pet animals* include dogs, domestic cats, domestic caged birds, canaries, parrots, rabbits, hamsters, guinea pigs and similar rodents, fish, and reptiles so long as such animals are not kept to supplement food supplies or for any commercial purpose. *Pet animal* does not include livestock or potbellied pigs.
23. *Probate Court* means the Probate Court of Lowndes County.
24. *Rabies vaccine* means a currently in effect annual inoculation against rabies (as defined in OCGA § 31-19-5) of a dog by a licensed veterinarian or other rabies inoculator approved under the rules and regulations of the County Board of Health or the Georgia Departments of Health or Agriculture (or their respective successor agencies).
25. *Secure enclosure* means an enclosure for keeping a dangerous dog or vicious dog while on the property of the owner of such dog securely confined indoors, or in an enclosed and locked pen, fence, or structure suitable to prevent the entry of young children and designed to prevent the dog from escaping. Any such pen or structure shall have a solid foundation, secure sides, and a secure top, and, if the dog is enclosed within a fence, all sides of the fence shall be of sufficient height and the bottom of the fence shall be constructed or secured in such a manner as to prevent the dog's escape either over, through, or under the fence. Any such enclosure shall also provide protection from the elements and sufficient ventilation for the dog. An electric fence does not qualify as a *secure enclosure*.
26. *Serious injury* means any physical injury that creates a substantial risk of death; results in death, broken or dislocated bones, lacerations requiring multiple sutures, or disfiguring avulsions; requires plastic surgery or admission to a hospital; or results in protracted impairment of health, including transmission of an infection or contagious disease, or impairment of the function of any bodily organ.
27. *Sterilization* means rendering a dog unable to reproduce by the surgical removal of its reproductive organs or by rendering a dog unable to reproduce by intratesticular injection approved by the federal government pursuant to 21 U.S.C. Section 360 as of March 7, 2014. *Sterilized* means when a dog has undergone sterilization.
28. *Surrender* means the transfer of ownership of a dog to Animal Services.

29. *Temporary Certificate of Registration* means a current, valid Temporary Certificate of Registration for the possession of a classified dog issued pursuant to this Ordinance.

30. *Vicious dog* means a dog that inflicts serious injury on a person or causes serious injury to a person resulting from reasonable attempts to escape from the dog's attack.

## **V. DESIGNATION OF DOG CONTROL OFFICER; CONSOLIDATION OF SERVICES**

- a. *Designation of Dog Control Officers.* The Board of Commissioners hereby designates each of the County's Animal Services Officers, the Director of Animal Services, and the Assistant Director of Animal Services, as Dog Control Officers to aid in the administration and enforcement of the provisions of this Ordinance.
- b. *Consolidation of Services.* The County may enter into an agreement with any municipality located within the County for the consolidation of responsible dog ownership services under this Ordinance.

## **VI. RESPONSIBLE DOG OWNERSHIP**

### *a. Investigations by Dog Control Officer*

1. Upon receiving a report of a dog that may be a dangerous dog or vicious dog in the jurisdiction of the County, the Dog Control Officer shall make such investigations as necessary for the Dog Control Officer to determine whether to classify the dog as a dangerous dog or a vicious dog.
2. No dog shall be classified as a dangerous dog or vicious dog for actions that occur while the dog is being used by a law enforcement or military officer to carry out the law enforcement or military officer's official duties.
3. No dog shall be classified as a dangerous dog or a vicious dog if the person injured by such dog was, at the time, committing a trespass under OCGA § 16-7-21, physically or mentally abusing the dog, or committing or attempting to commit an offense under OCGA Title 16 Chapter 5.

### *b. Impoundment*

1. A Dog Control Officer shall immediately seize and impound a dog if the officer believes the dog poses a threat to public safety.
2. A Dog Control Officer may seize and impound any dog upon issuance of a Notice of Classification pursuant to subsection (c) of this section.
3. An impounded dog whose owner has requested a hearing before the Probate Court may be released to the owner if the owner obtains a Temporary Certificate of Registration issued pursuant to this Ordinance.

4. A classified dog whose owner does not possess a valid and in effect Certificate of Registration of Registration shall be impounded.
5. A classified dog shall be immediately impounded by any Dog Control Officer in the case of any violation of this Ordinance. Refusal to surrender a dog subject to confiscation shall be a violation of this Ordinance.
6. The owner of any previously classified dog has been impounded pursuant to this Ordinance may recover such dog upon payment of applicable fines and proof of compliance with the provisions of this Ordinance.

c. *Notice of Classification to Owner and Owner Response*

1. Notice of Classification and Service

- A. A Dog Control Officer shall classify a dangerous dog or vicious dog by issuing a Notice of Classification.
- B. The Notice of Classification shall state that the Dog Control Officer has classified the dog as a dangerous dog or vicious dog and include a summary of the basis of the Dog Control Officer's classification.
- C. The Dog Control Officer shall date the Notice of Classification on the date he issues the Notice of Classification.
- D. The Dog Control Officer shall personally serve the Notice of Classification on the owner of the dog.
- E. The Dog Control Officer shall document the date of service on the Notice of Classification.

2. Probate Court Hearing Request

- A. The Notice of Classification shall state that the owner of the dog has a right to request a hearing before the Probate Court on the Dog Control Officer's classification within seven (7) days of the date of service upon the owner.
- B. The Notice of Classification shall provide a form for requesting a hearing before the Probate Court. Such form shall include a place for the owner to state the owner's email address and shall state that if the owner submits the owner's email address to the Probate Court the owner consents to receive all subsequent notices and communications from the Probate Court and the Dog Control Officer via email.
- C. The Notice of Classification shall state that if a hearing before the Probate Court is not requested within seven (7) days of service upon the owner, the Dog Control Officer's classification of the dog stated on the Notice of Classification shall become effective for all purposes under this Ordinance.

D. The request for a hearing before the Probate Court shall not become effective until the owner delivers the form to the Probate Court during normal business hours of the Probate Court and pays the applicable Probate Court hearing fee pursuant to Section IX of this Ordinance.

3. Agreement with Classification

A. The Notice of Classification shall also include a form for the owner of the dog to agree with the Dog Control Officer's classification. If the owner agrees with the Dog Control Officer's classification, the owner shall have fourteen (14) days from the date of the owner's agreement with the Dog Control Officer's classification to obtain a valid Certificate of Registration. If the owner does not obtain a valid Certificate of Registration within fourteen (14) days of the date of agreement, the dog shall be surrendered to Animal Services.

4. Surrender of Classified Dog

A. The Notice of Classification shall also provide a form for the owner of the dog to agree to surrender the dog to Animal Services.

B. If the Dog Control Officer is unable to serve the Notice of Classification within ten (10) days of the date of the Notice of Classification being issued because the owner cannot be located, such dog may be surrendered to the Animal Services.

d. *Hearings before Probate Court*

1. When a hearing before the Probate Court on the Dog Control Officer's classification of the dog is requested by an owner of a dog, such hearing shall be scheduled and held within thirty (30) days after the request is received; provided, however, such hearing may be continued by the Probate Court for good cause shown.
2. At least ten (10) days prior to the hearing, the Probate Court shall mail to the owner written notice of the date, time, and place of the hearing. In addition, the Probate Court may also email such notice to the owner if the owner has consented to email communication.
3. At the hearing, the owner of the dog and Dog Control Officer shall be given the opportunity to testify and present evidence and the Probate Court shall receive other evidence and testimony as may be reasonably necessary to sustain, modify, or overrule the Dog Control Officer's classification.
4. Any owner who requests a hearing before the Probate Court but who, after service of notice of the hearing, fails to appear at said hearing shall be deemed to have abandoned the hearing request and the classification of the Dog Control Officer stated in the Notice of Classification shall be affirmed by the Probate Court without the necessity of a hearing.

e. *Probate Court Decision*

1. The Probate Court shall render a decision at the conclusion of the hearing. If at the conclusion of the evidence and testimony the Probate Court is not prepared to render a decision, the Probate Court may continue the hearing and reconvene at a later date.
2. The Probate Court may decide:
  - A. the Dog Control Officer's Notice of Classification was in error;
  - B. the dog is classified as a dangerous dog pursuant to this Ordinance and the owner must possess a Certificate of Registration issued pursuant to this Ordinance;
  - C. the dog is classified as a vicious dog pursuant to this Ordinance and the owner must possess a Certificate of Registration issued pursuant to this Ordinance; or
  - D. the dog is to be euthanized pursuant to subsection (g) of this section.
3. If the Probate Court's decision is that the dog is a dangerous dog or a vicious dog, such decision shall become effective immediately.
4. If the Probate Court's decision is that the dog is to be euthanized pursuant to this Ordinance, the Probate Court's decision shall specify the date by which the euthanasia shall occur which date shall not be prior to thirty (30) days from the decision; provided however, euthanasia may occur prior to (30) days from the date of the decision if the owner surrenders the dog to the Animal Services.
5. If the Probate Court's decision is that the dog is a dangerous dog or a vicious dog, the owner of shall have fourteen (14) days from the date of the decision of the Probate Court to obtain a valid Certificate of Registration. If the owner does not obtain a valid Certificate of Registration within fourteen (14) days of the date of the decision, the dog shall be surrendered to Animal Services.

f. *Further Judicial Review*

1. Judicial review of the Probate Court's final decision shall be in accordance with OCGA § 5-3-4.
2. Costs of such judicial review shall be paid as provided in OCGA § 5-3-16.
3. Euthanasia shall be stayed during the pendency of such review.

g. *Euthanasia for Dogs*

1. A dog that inflicts serious injury on a person where such serious injury results in the death of the person shall be euthanized.

2. A dog that causes serious injury to a person resulting from reasonable attempts to escape from the dog's attack where such serious injury results in the death of the person shall be euthanized.
  3. A dog that is found, after notice and opportunity for hearing before the Probate Court as provided this Ordinance, to have caused a serious injury to a person on more than one occasion shall be euthanized.
  4. A previously classified dog that is found, after notice and opportunity for hearing before the Probate Court as provided by this Ordinance, to have committed an act that would cause it to be classified under this Ordinance shall be euthanized.
  5. An owner with a previous conviction for a violation of this Ordinance whose classified dog causes serious injury to person under circumstances constituting another violation of this Ordinance shall be in violation of this Ordinance. In addition, the classified dog shall be euthanized at the cost of the owner.
  6. When the Probate Court decides that a dog is a dangerous dog or vicious dog, the Probate Court may order the dog to be euthanized upon a finding that the dog presents a danger to humans not suitable for control.
- h. *Certificates of Registration; Deadline for Obtaining; Requirements for Issuance of Certificate; Individuals Excluded from Receiving Registration; Limitation of Ownership; Annual Renewal; Revocation; Temporary Certificates of Registration*
1. It shall be unlawful for an owner to have or possess within the County a classified dog without a Certificate of Registration in accordance with the provisions of this subsection. Certificates of Registration shall be nontransferable and shall only be issued to a person eighteen (18) years of age or older. No more than one Certificate of Registration shall be issued per domicile. A classified dog without a Certificate of Registration shall be impounded.
  2. If the owner of a dog which has been issued a Notice of Classification does not obtain a Certificate of Registration, the dog shall be surrendered to Animal Services and disposed of in accordance with this Ordinance. The deadlines for obtaining a Certificate of Registration are:
    - A. Within fourteen (14) days of the date of the owner's agreement with the classification in accordance with Section VI(c)(3).
    - B. Within fourteen (14) days of the date of the Probate Court's decision if the decision is that the dog is a dangerous or vicious dog in accordance with to Section VI(e).
    - C. Within twenty-one (21) days of the date of service on the Notice of Classification if the owner does not agree to the classification or appeal to the Probate Court.



3. The Dog Control Officer may extend the deadline to obtain a Certificate of Registration by a further seven (7) days in his discretion upon a showing that the owner is making progress complying with the requirements of the Ordinance.
4. Unless otherwise specified by this Ordinance, a Certificate of Registration for a dangerous dog shall be issued by a Dog Control Officer if the Dog Control Officer determines that the following requirements have been met:
  - A. The owner has maintained a secure enclosure designed to securely confine the dangerous dog on the owner's property;
  - B. Clearly visible warning signs provided by Animal Services have been posted at all entrances to the premises where the dog resides;
  - C. A microchip containing an identification number capable of being scanned has been injected under the skin between the shoulder blades of the dog;
  - D. The owner provides proof of currently in effect rabies vaccination;
  - E. The owner has paid all applicable fees under this Ordinance; and
  - F. The owner agrees to have the dog sterilized (if unsterilized) within thirty (30) days of the classification.
5. Except as provided in this subsection or unless otherwise specified by this Ordinance, a Certificate of Registration for a vicious dog shall be issued if the Dog Control Officer determines that the following requirements have been met:
  - A. The owner has maintained a secure enclosure designed to securely confine the vicious dog on the owner's property;
  - B. Clearly visible warning signs provided by Animal Services have been posted at all entrances to the premises where the dog resides;
  - C. A microchip containing an identification number capable of being scanned has been injected under the skin between the shoulder blades of the dog;
  - D. The owner provides proof of currently in effect rabies vaccination;
  - E. The owner has paid all applicable fees under this Ordinance;
  - F. The owner agrees to have the dog sterilized (if unsterilized) within thirty (30) days of the classification; and
  - G. The owner maintains and can provide proof of general or specific liability insurance in the amount of at least \$50,000 issued by an insurer authorized to transact business in this State insuring the owner of the vicious dog against liability for any bodily injury or property damage caused by the dog.

6. No Certificate of Registration for a classified dog shall be issued to any person who has been convicted of two or more violations of this Ordinance. A conviction of two or more violations of this Ordinance by a person possessing a Certificate of Registration for a classified dog shall be cause for revocation of the Certificate of Registration pursuant to paragraph 10 of this subsection.
7. No person shall be the owner of more than one vicious dog.
8. The secure enclosure for a vicious dog may not be indoors.
9. No Certificate of Registration for a vicious dog shall be issued to any person with minor children residing on the property where the dog is kept.
10. No Certificate of Registration for a vicious dog shall be issued to any person who has been convicted of:
  - A. a serious violent felony as defined in OCGA § 17-10-6.1;
  - B. the felony of dogfighting as provided for in OCGA § 16-12-37 or the felony of aggravated cruelty to animals as provided for in OCGA § 16-12-4; or
  - C. a felony involving trafficking in cocaine, illegal drugs, marijuana, methamphetamine, or ecstasy as provided for in OCGA §§ 16-13-31 and 16-13-31.1 from the time of conviction until two (2) years after completion of his or her sentence, nor to any person residing with such person.
11. Certificates of Registration must be renewed by a Dog Control Officer on an annual basis. At the time of renewal of a Certificate of Registration for a classified dog, a Dog Control Officer shall verify that the owner is continuing to comply with the provisions of this Ordinance. Failure of an owner to request a renewal of a Certificate of Registration by the renewal date shall constitute a violation of this Ordinance.
12. Certificates of Registration may be revoked if a Dog Control Officer finds that the owner is no longer in compliance with the requirements for the Certificate of Registration. A Dog Control Officer shall provide written notice to the owner that a Certificate of Registration has been revoked. In the event the owner has not requested renewal the Certificate of Registration within fourteen (14) days of the date of revocation, such dog shall be surrendered to the Animal. In addition, such owner shall be in violation of this Ordinance.
13. Classified dogs must be sterilized within thirty (30) days of the issuance of the Certificate of Registration. A Certificate of Registration may be revoked if a Dog Control Officer finds an owner has not complied with the sterilization requirements under this subsection. In the event the owner has not complied with the sterilization requirements within thirty (30) days of the issuance of the Certificate of Registration, such dog shall be surrendered to the Animal Services. In addition, such owner shall be in violation of this Ordinance.

14. An owner who has requested a hearing before the Probate Court may apply for a Temporary Certificate of Registration. The requirements of a Temporary Certificate of Registration shall be the same as for a Certificate of Registration except that the owner shall not be required to pay the fees under this Ordinance. The Temporary Certificate of Registration shall be valid and satisfy the requirements of the Certificate of Registration until fourteen (14) days after the final decision of the Probate Court. The Dog Control Officer may decline to issue a Temporary Certificate of Registration and impound the dog until the final decision of the Probate Court.

15. No Certificate of Registration shall be issued for a classified dog for a location or domicile where anyone holds a breeder permit or hobby breeder permit.

i. *Notifications by Owner; Change in Ownership of Dog; Changes in Residence*

1. The owner of a classified dog shall notify a Dog Control Officer within twenty-four (24) hours if the dog:

A. is on the loose;

B. has attacked a person;

C. has died or has been euthanized;

D. has been relocated within the jurisdiction of the County;

E. has been relocated outside the jurisdiction of the County; or

F. has been sold, transferred, or donated to any other person.

2. A vicious dog shall not be transferred, sold, or donated to any other person unless it is relinquished to a governmental facility or veterinarian to be euthanized.

3. The owner of a classified dog who moves from another jurisdiction within the State of Georgia into the jurisdiction of the County shall obtain a Certificate of Registration for the classified dog with the County within ten (10) days of becoming a resident of the jurisdiction of the County and notify a Dog Control Officer of the jurisdiction from which he or she moved. The owner of a similarly classified dog who moves into the jurisdiction of the County from outside the State shall obtain a Certificate of Registration for the dog within thirty (30) days of becoming a resident of the jurisdiction of the County.

4. The location designated on a Certificate of Registration may be changed to a new location within the County upon the approval of a Dog Control Officer. The Dog Control Officer shall ensure that the owner meets the requirements of the Certificate of Registration at the new location before approving the change of location.

j. *Limitations on Classified Dog's Presence Outside the Secure Enclosure; Defense*

1. It shall be unlawful for an owner of a dangerous dog to permit the dog to be outside the secure enclosure unless:
  - A. the dog is restrained by a leash not to exceed six (6) feet in length and is under the immediate physical control of a person capable of preventing the dog from engaging any other person or animal when necessary;
  - B. the dog is contained in a closed and locked cage or crate; or
  - C. the dog is working or training as a hunting dog, herding dog, or predator control dog.
2. It shall be unlawful for an owner of a vicious dog to permit the dog to be outside the secure enclosure unless:
  - A. the dog is muzzled and restrained by a leash not to exceed six (6) feet in length and is under the immediate physical control of a person capable of preventing the dog from engaging any other human or animal when necessary; or
  - B. the dog is contained in a closed and locked cage or crate.
3. It shall be unlawful for an owner of a vicious dog to permit the dog to be unattended or unmuzzled with minors.

k. *Defense*

1. Any irregularity in classification proceedings shall not be a defense to any prosecution for violation of this Ordinance so long as the owner of the dog received actual notice of the classification and did not pursue a civil remedy for the correction of the irregularity.

l. *Governmental liability for enforcement*

1. Under no circumstances shall the County or any employee or official of the County be held liable for any damages to any person who suffers an injury inflicted by a dog as a result of a failure to enforce the provisions of this Ordinance.

m. *Disposition of classified dogs*

1. A classified dog that has been either voluntarily or involuntarily surrendered to Animal Services shall not be available for adoption by the public or any organization. Such classified dog shall be humanly euthanized; provided however, such euthanasia shall not occur until final disposition of any hearing before the Probate Court if applicable inclusive of any applicable appeal period unless the owner consents to euthanasia in writing.

## **VII. INVESTIGATIONS; ENFORCEMENT; INTERFERENCE**

- a. Any Dog Control Officer shall have the authority to investigate any circumstances, facts, conditions, or complaints regarding a possible violation of the requirements or prohibitions of this Ordinance. Any Dog Control Officer may request the assistance of the Lowndes County Sheriff or other appropriate law enforcement officials with respect to such investigations or violations.
- b. At any time there is probable cause to believe that a violation of this Ordinance has occurred, a law enforcement official may apply to the appropriate court for a search warrant to inspect the property, premises, or area where such violation may have occurred, or may be occurring, or for an inspection warrant under the provisions of OCGA § 2-2-11.
- c. It shall be a violation of this Ordinance for anyone to interfere or hamper, or cause the interfering or hampering, with the facilities, personnel, or operation of the Animal Shelter or to remove from any such facility without the prior consent of a Dog Control Officer any dog kept therein.
- d. It shall be a violation of this Ordinance for anyone to resist, hinder, delay, interfere with, or molest any Dog Control Officer in the performance of his duties under this Ordinance.

## **VIII. VIOLATIONS AND PENALTIES**

- a. It shall be a violation of this Ordinance:
  1. to fail to comply with any provision of this Ordinance;
  2. to fail to comply with any lawful order of a Dog Control Officer, law enforcement official, or other authorized enforcement officer enforcing this Ordinance unless such order is lawfully stayed or reversed; or
  3. to fail to pay fees, expenses, or costs imposed by this Ordinance unless payment thereof is lawfully stayed or reversed.
- b. Each day's, or part thereof, violation of any provision of this Ordinance shall be a separate offense under this Ordinance.
- c. Any person who violates any provision of this Ordinance or who fails to do anything required by this Ordinance shall be amenable to the process of the Magistrate Court of Lowndes County.
- d. The punishment imposed for any violation of this Ordinance shall not exceed a fine of \$1,000.00 or six-months' imprisonment, or both, provided the Magistrate Judge shall probate not less than 120 days of any sentence imposed, except as otherwise provided by general law, and shall not exceed the maximum punishment specified by this Ordinance. In the event a sentence is revoked, a defendant shall not serve more than sixty (60) days in a county jail.

- e. All Dog Control Officers are authorized to issue citations based on this Ordinance.

**IX. FEES**

- a. In addition to fees otherwise imposed by this Ordinance and state and federal law, the following fees are hereby imposed and shall be due and payable as applicable unless otherwise provided by this Ordinance.

|   |       |
|---|-------|
| 1. Initial Certification of Registration for a vicious dog.....   | \$250 |
| 2. Initial Certification of Registration for a dangerous dog..... | \$150 |
| 3. Annual Certification of Registration fee.....                  | \$100 |
| 4. Sign fee.....  | \$100 |
| 5. Boarding fee (per day).....                                    | \$ 10 |
| 6. Boarding fee for previously classified dog (per day).....      | \$ 25 |
| 7. Probate Court Appeal fee.....                                  | \$ 88 |
| 8. Veterinary Costs: actual costs up to .....                     | \$500 |

- b. For a dog that was not previously classified under this Ordinance the boarding fee will be waived from the day the dog was initially impounded or the Notice of Classification was served until the decision of the Probate Court, the expiration of the seven (7) day deadline to request a hearing before the Probate Court in the case that the owner does not request a hearing before the Probate Court, or the owner’s consenting to a classification as dangerous or vicious as applicable.

**X. REMEDIES**

- a. In the event any provision of this Ordinance has been violated or is being violated, in addition to any other remedies, the County may institute injunction, mandamus, or other appropriate action or proceeding to prevent or abate such violation.
- b. Nothing in this Ordinance shall prevent the County from seeking a remedy under OCGA § 4-8-25.

**XI. SEVERABILITY**

- a. If any paragraph, subparagraph, sentence, clause, phrase or any provisions, part or portion of this Ordinance be declared invalid or unconstitutional by a court of competent jurisdiction, or if any paragraph, subparagraph, sentence, clause, phrase or any provisions, part or portion of this Ordinance as applied to any particular situation or set of circumstances be declared invalid, or unconstitutional, such invalidity shall not be construed to affect the portions of this Ordinance not so held to be invalid, or the application of this Ordinance or other circumstances not so held to be invalid. It is hereby

declared to be the intent of the Board of Commissioners to provide for separable and devisable parts and the Board of Commissioners does hereby readopt any and all parts hereof as may not be held invalid for any reason.

**XII. REPEALER**

- a. The provisions of any prior ordinance pertaining to responsible dog ownership, or the other matters herein, which conflict herewith, are hereby repealed.

**SO ADOPTED** this 14<sup>th</sup> day of October, 2025, to be effective immediately, the public health, safety, and general welfare demanding.

\_\_\_\_\_  
Bill Slaughter, Chairman  
Board of Commissioners of Lowndes County

ATTEST:

\_\_\_\_\_  
Belinda C. Lovern, Clerk  
Board of Commissioners of Lowndes County

LOWNDES COUNTY BOARD OF COMMISSIONERS  
COMMISSION AGENDA ITEM

SUBJECT: Purchase of Wetland Credits for Twin Lakes Road Paving  
Project

DATE OF MEETING: October 14, 2025

Work  
Session/Regular  
Session

BUDGET IMPACT: \$54,400.00

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: Purchase Wetland Credits for Twin Lakes Road Paving  
Project

---

HISTORY, FACTS AND ISSUES: As a part of the Twin Lakes Road Paving Project, the construction will impact 0.46 acres of wetlands. As a result, Lowndes County will be required to purchase wetland credits from an approved Army Corp of Engineers wetland bank. Lowndes County will need a total of 2.72 wetland credits to finalize the wetland impact permit for this project. Wetland credits are available through Williams Investments, LLC at \$20,000.00 per credit, for a total of \$54,400.00.

OPTIONS: 1. Approve the purchase of 2.72 Wetland Credits from Williams Investments, LLC for \$54,400.00.  
2. Redirect.

RECOMMENDED ACTION: Approve

DEPARTMENT: Engineering

DEPARTMENT HEAD: Chad McLeod

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:





Mitigation Credit Broker

# 100% INVOICE

Williams Investments Company  
340 Commerce Blvd  
Suite 304 A/B  
Athens, GA 30606

Invoice Date: Aug 18, 2025  
Invoice Number: SD-12532  
Amount Due: \$54,400.00  
Credit Source(s): Cecil Bay, ,

| Description | Quantity | Cost per Credit    | Total              |
|-------------|----------|--------------------|--------------------|
| Stream      |          | \$                 | \$                 |
| Wetland     | 2.72     | \$20,000.00        | \$54,400.00        |
|             |          | <b>Grand Total</b> | <b>\$54,400.00</b> |

## TERMS

Payment is due 30 days from invoice date. Pricing is not guaranteed beyond 30 days. The terms of this invoice replace and supercede any estimate previously provided. As soon as we receive payment, we will provide the credit closing documents and will send the credit sale statement to the USACE. **We must obtain a copy of your approved USACE permit prior to completing the closing.**

Please send and make check payable to:

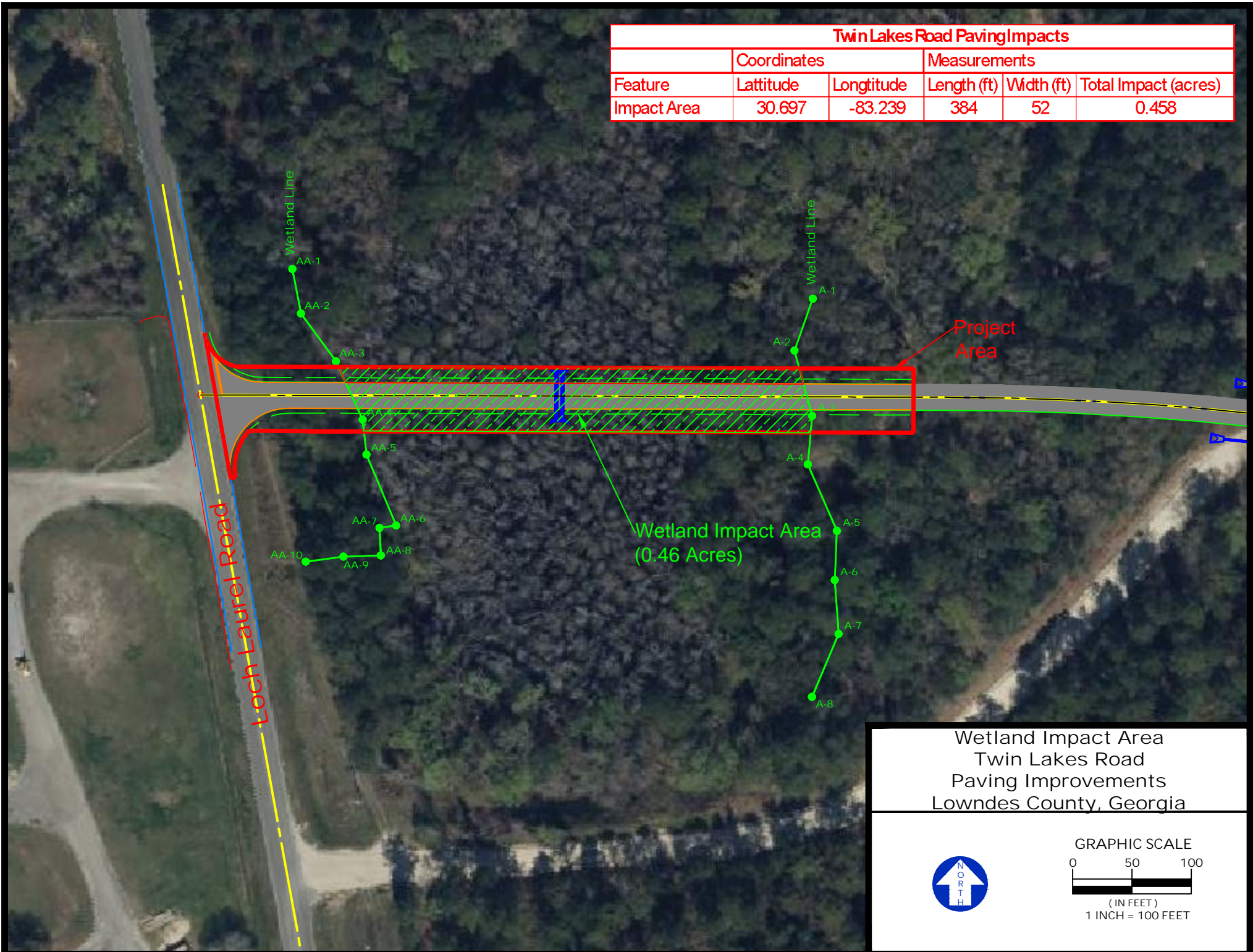
**Williams Investments Company**  
**340 Commerce Blvd**  
**Suite 304 A/B**  
**Athens, GA 30606**

If you have any questions or concerns about your invoice, please contact us directly.

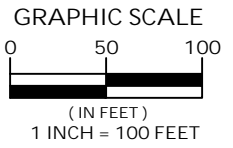
Thank you,

RES Sales Team  
[GACredits@res.us](mailto:GACredits@res.us)  
(706) 850-2171

| Twin Lakes Road Paving Impacts |             |           |              |            |                      |
|--------------------------------|-------------|-----------|--------------|------------|----------------------|
| Feature                        | Coordinates |           | Measurements |            |                      |
|                                | Latitude    | Longitude | Length (ft)  | Width (ft) | Total Impact (acres) |
| Impact Area                    | 30.697      | -83.239   | 384          | 52         | 0.458                |



Wetland Impact Area  
Twin Lakes Road  
Paving Improvements  
Lowndes County, Georgia





ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH LOWNDES COUNTY & GDOT STANDARDS AND SPECIFICATIONS

# Advanced Engineering Services, LLC

## CENTERLINE AND RIGHT OF WAY PLANS

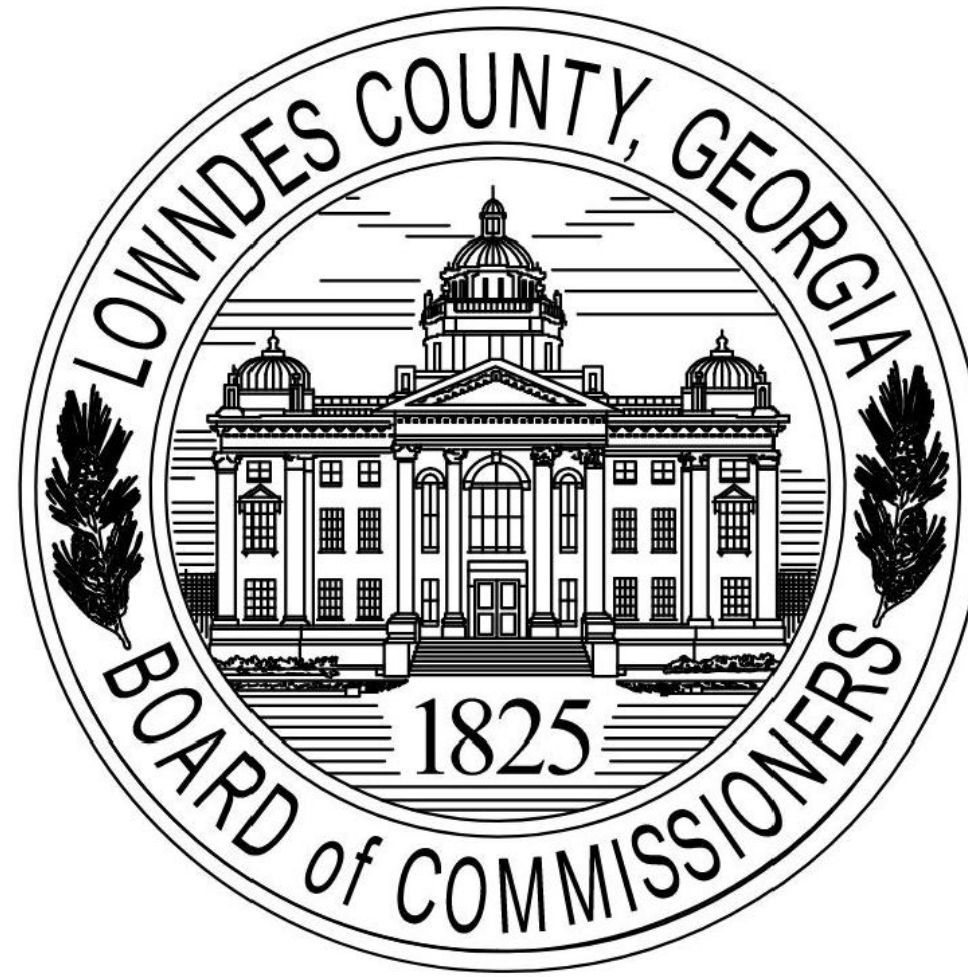
FOR

# TWIN LAKES ROAD PAVING IMPROVEMENTS

## LOWNDES COUNTY, GEORGIA

PREPARED FOR:

# LOWNDES COUNTY BOARD OF COMMISSIONERS



| SITE DATA TABLE  |   |
|------------------|---|
| OWNER DEVELOPER  | LOWNDES COUNTY BOARD OF COMMISSIONERS<br>327 NORTH ASHLEY STREET<br>VALDOSTA, GEORGIA 31601<br>(229) 671-2442<br>commissioner@lowndescounty.com |
| PROJECT LOCATION | TWIN LAKES ROAD<br>LAKE PARK, GEORGIA 31636   |
| PROJECT LENGTH   | 1.71 MILES  |
| DISTURBED AREA   | 13.7 ACRES  |



DATE:  
**OCTOBER 2024**

IGTIA # 2300996  
PI # 0016280  
SGRC - 119

WEST CONSTRUCTION EXIT  
GPS LOCATION  
LATITUDE: 30.6977° N  
LONGITUDE: 83.2398° W

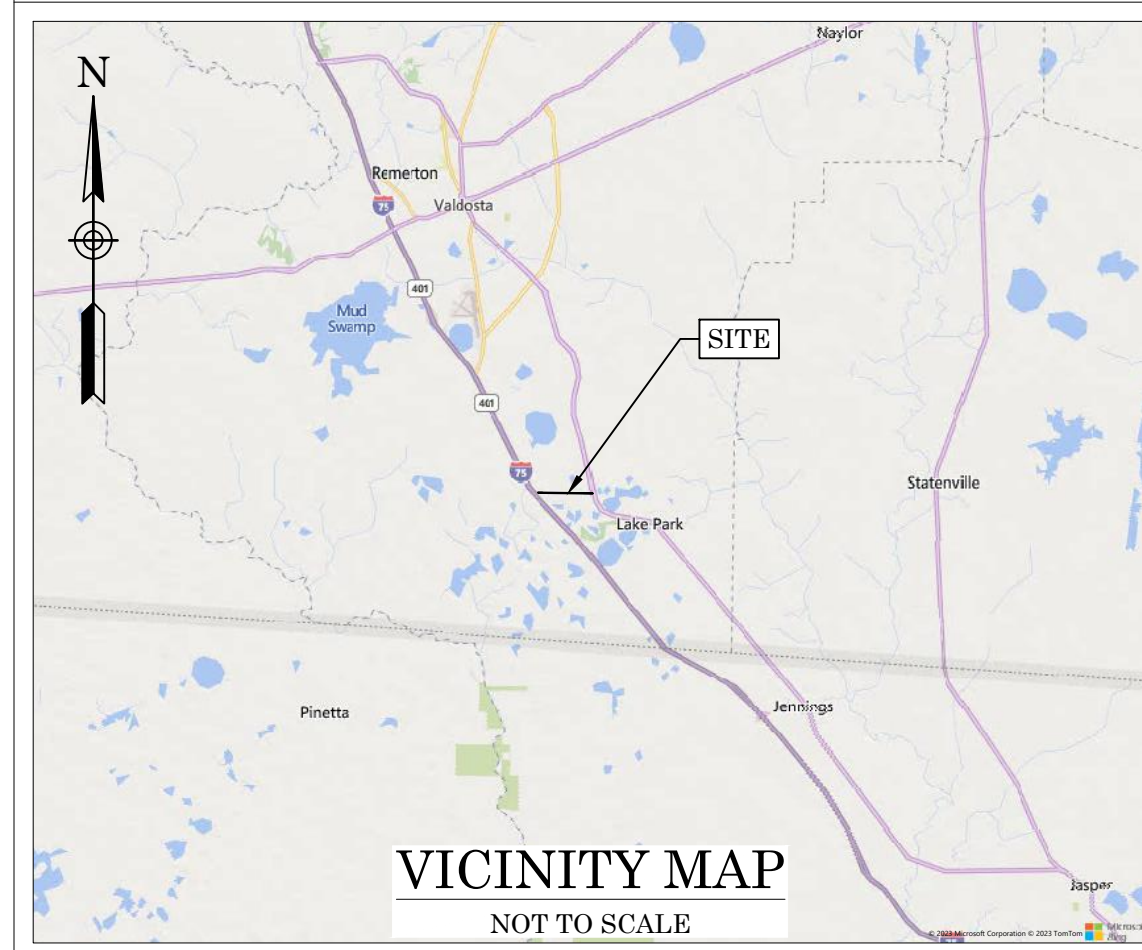
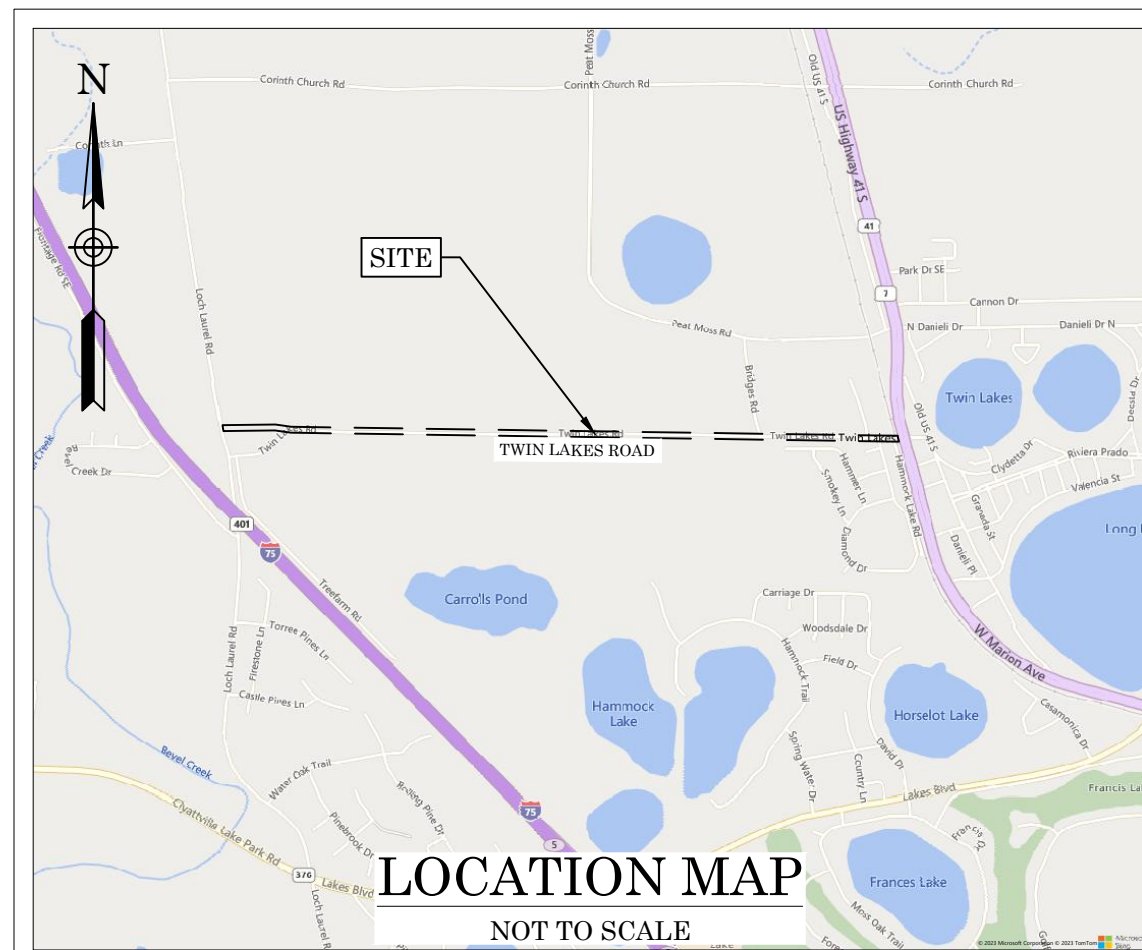
EAST CONSTRUCTION EXIT  
GPS LOCATION  
LATITUDE: 30.6973° N  
LONGITUDE: 83.2117° W



LEVEL II DESIGN PERSONNEL

LEVEL II CERTIFICATION NO.

DATE



| REVISION TABLE |   |
|----------------|---|
| DATE           | REVISIONS   |
|                | 1. REVISE PARCEL LABELS FOR PARCELS 2 AND 3 TO READ AS TRACTS 1, 2, 3, ETC. VERSES A, B, C, ETC. (EX. PARCEL 2 - TRACT 1 INSTEAD OF PARCEL 2A) ON PLANS AND LINE TABLES |
|                | 2. LOCATE EXISTING RESIDENCE STRUCTURE ON PARCEL 20 AND ADD DIMENSION FROM PROPOSED RIGHT-OF-WAY.   |
|                | 3. SHOW EXISTING DRIVEWAY OFF TWIN LAKES ROAD INTO PARCEL 20.   |
|                | 4. LOCATE EXISTING WELL HOUSE ON PARCEL 19 AND ADD DIMENSION FROM PROPOSED RIGHT-OF-WAY.  |

| Sheet List Table |  |
|------------------|--|
| Sheet Number     | Sheet Title  |
| C1.0             | PROJECT COVER                                      |
| C2.0             | GENERAL NOTES                                      |
| C3.0             | OVERALL SITE MAP                                   |
| C4.0 - C4.6      | EXISTING CONDITIONS & DEMOLITION PLAN              |
| C5.0 - C5.13     | ROADWAY PLAN & PROFILE                             |
| C6.0 - C6.7      | ROADWAY CROSS SECTIONS                             |
| C7.0 - C7.6      | EROSION, SEDIMENTATION, AND POLLUTION CONTROL PLAN |
| C8.0 - C8.2      | EROSION, SEDIMENTATION, & POLLUTION CONTROL NOTES  |
| C9.0 - C9.1      | CONSTRUCTION DETAILS                               |
| C10.0            | EROSION CONTROL DETAILS                            |

### CONTACT INFORMATION

LOWNDES COUNTY  
ENGINEERING DEPARTMENT  
MIKE FLETCHER, PE  
229-671-2424

ADVANCED ENGINEERING SERVICES, LLC  
PROJECT MANAGER  
MATTHEW INMAN, PE  
800-416-8136

### LOWNDES COUNTY OFFICIALS

CHAIRMAN BILL SLAUGHTER  
DISTRICT 1 JOYCE EVANS  
DISTRICT 2 SCOTT ORENSTEIN  
DISTRICT 3 MARK WISENBAKER  
DISTRICT 4 DEMARCUS MARSHALL  
DISTRICT 5 CLAY GRINER

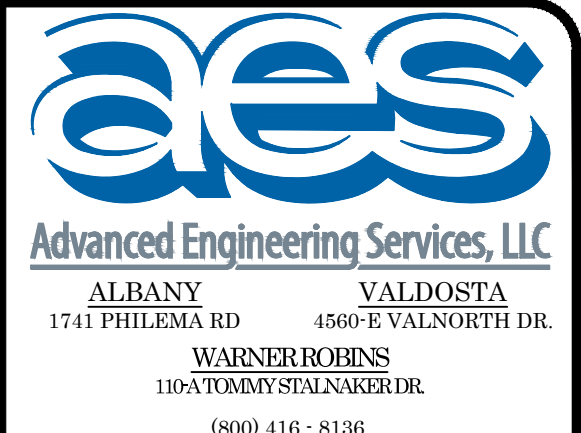
COUNTY MANAGER PAIGE DUKES  
COUNTY ENGINEER MIKE FLETCHER, PE

APPROVED:

CHERYL H. BREWER TIA RIGHT OF WAY MANAGER DATE  
LOCATION AND DESIGN APPROVAL DATE:

I CERTIFY THAT THE PERMITTEE'S EROSION, SEDIMENTATION AND POLLUTION CONTROL PLAN PROVIDES FOR AN APPROPRIATE AND COMPREHENSIVE SYSTEM OF BEST MANAGEMENT PRACTICES REQUIRED BY THE GEORGIA WATER QUALITY CONTROL ACT AND THE DOCUMENT "MANUAL FOR EROSION AND SEDIMENT CONTROL IN GEORGIA" (MANUAL PUBLISHED BY THE GEORGIA SOIL AND WATER CONSERVATION COMMISSION AS OF JANUARY 1 OF THE YEAR IN WHICH THE LAND-DISTURBING ACTIVITY WAS PERMITTED, PROVIDES FOR THE SAMPLING OF THE RECEIVING WATERS) OR THE SAMPLING OF THE STORMWATER OUTFALLS AND THAT THE DESIGNED SYSTEM OF BEST MANAGEMENT PRACTICES AND SAMPLING METHODS IS EXPECTED TO MEET THE REQUIREMENTS CONTAINED IN THE GENERAL NPDES PERMIT NO. GAR100001.

I CERTIFY UNDER PENALTY OF LAW THAT THIS PLAN WAS PREPARED AFTER A SITE VISIT TO THE LOCATIONS DESCRIBED HEREIN BY MYSELF OR MY AUTHORIZED AGENT, UNDER MY SUPERVISION.



EXP. 06/30/2024



10/18/2024



B. Matthew Inman  
LEVEL II CERTIFIED DESIGN PROFESSIONAL

CERTIFICATION NUMBER: 000000885  
ISSUED: 06/01/2022 EXPIRES: 06/01/2025

AES PROJECT NUMBER  
61012  
DATE OF PLANS  
10/18/2024  
REVISIONS

| NO. | DATE | DESCRIPTION |
|-----|------|-------------|
| 1   | -    | -           |
| 2   | -    | -           |
| 3   | -    | -           |
| 4   | -    | -           |
| 5   | -    | -           |
| 6   | -    | -           |
| 7   | -    | -           |
| 8   | -    | -           |
| 9   | -    | -           |
| 10  | -    | -           |

TWIN LAKES ROAD PAVING IMPROVEMENTS  
LOWNDES COUNTY BOARD OF COMMISSIONERS  
PROJECT COVER

LOWNDES COUNTY,  
GEORGIA

NOT TO SCALE

SHEET

C1.0 OF 46



**GENERAL PROJECT NOTES:**

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ASSURING ALL REQUIRED PERMITS ARE OBTAINED PRIOR TO THE START OF CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MEETING ALL CONSTRUCTION STANDARDS AND SPECIFICATIONS OF THE LOCAL AUTHORITY HAVING JURISDICTION AND / OR THE LOCAL DEPARTMENT OF TRANSPORTATION.
2. THE CONTRACTOR SHALL REVIEW ALL CONSTRUCTION DOCUMENTS AND REPORTS TO BECOME FAMILIAR WITH THE PROPOSED PROJECT. THE CONTRACTOR SHALL OBTAIN FIRST HAND KNOWLEDGE OF THE PROJECT AREA.
3. ALL DATA SHOWN HEREON ARE BASED UPON FIELD INVESTIGATION AND / OR ENGINEERS KNOWLEDGE OF THE PROJECT AREA. THIS DATA SHALL BE USED AS INFORMATION ONLY AND IN NO WAY GUARANTEE OR BIND THE ENGINEER AS TO ACTUAL FIELD CONDITIONS.
4. UNDERGROUND UTILITY INFORMATION SHOWN HEREON ARE BASED ON ABOVE GROUND STRUCTURES AND / OR GROUND MARKINGS BY OTHERS. THE ENGINEER SHALL NOT BE HELD RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF THE UNDERGROUND UTILITY INFORMATION SHOWN HEREON.
5. THE CONTRACTOR SHALL PROVIDE 72 HOUR NOTICE TO THE UTILITIES PROTECTION CENTER PRIOR TO CONSTRUCTION COMMENCEMENT OR EXCAVATION. THE CONTRACTOR SHALL PROVIDE ADEQUATE PROTECTION FOR ALL EXISTING UTILITIES WITHIN THE CONSTRUCTION AREA AND REPAIR ANY UTILITIES DAMAGED DURING CONSTRUCTION AT NO COST TO THE OWNER/DEVELOPER. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IN WRITING FOR ALL VARIATIONS / DISCREPANCIES IN UTILITY INFORMATION SHOWN HEREON.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR HIS OWN INTERPRETATION OF ALL SURFACE AND SUBSURFACE CONDITIONS AS RELATED TO THE PROJECT SCOPE FOR EXACTING AND GRADING OF THE PROJECT AREA. THE CONTRACTOR SHALL MAKE HIS/HER OWN DETERMINATION OF SUITABLE FILL/WASTE MATERIAL AS RECOMMENDED BY THE GEOTECHNICAL REPORT.
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR FURNISHING ALL FILL MATERIAL. FILL MATERIAL SHALL BE CLEAN AND FREE OF ALL DEBRIS AND ORGANIC MATERIAL.
8. THE CONTRACTOR SHALL NOTIFY THE ENGINEER WITHIN 24 HOURS OF ANY VARIATIONS, DISCREPANCIES, AND / OR CONFLICTS FOR ALL INFORMATION SHOWN HEREON AND / OR UNSATISFACTORY FIELD CONDITIONS AS RELATED TO THE PROJECT SCOPE. NO WORK SHALL COMMENCE UNTIL VARIATIONS, DISCREPANCIES, CONFLICTS, AND UNSATISFACTORY FILED CONDITIONS ARE RESOLVED.

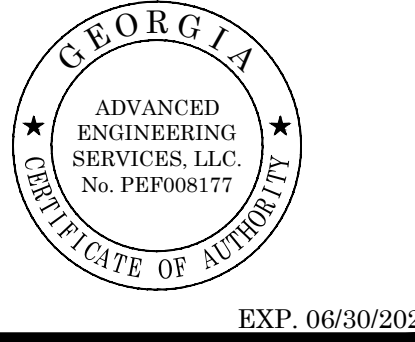
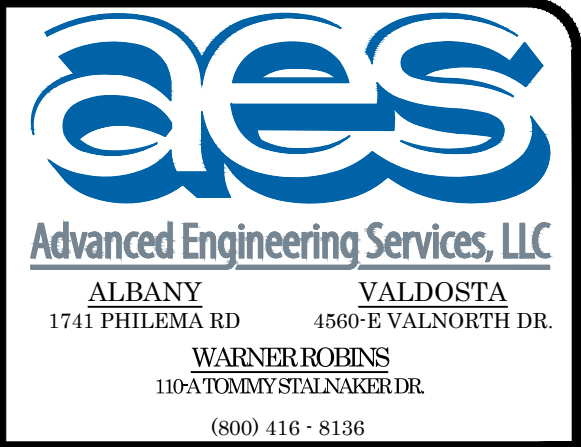
**PROJECT SITE NOTES:**

1. THE PLAT OF ROW ACQUISITION WAS PROVIDED BY FOLSOM SURVEYING LLC AND DATED 24 APRIL 2023. A COPY CAN BE PROVIDED UPON WRITTEN REQUEST.
2. **REPORTS:**
  - A. A GEOTECHNICAL INVESTIGATION REPORT HAS BEEN PERFORMED BY [COMPANY] AND DATED [DATE]. A COPY CAN BE PROVIDED UPON WRITTEN REQUEST. (NO GEOTECHNICAL INVESTIGATION HAS BEEN PERFORMED FOR THE PROJECT AREA. THE CONTRACTOR SHALL NOTIFY THE ENGINEER WITHIN 24 HOURS OF ANY UNSUITABLE SUBSURFACE MATERIAL ENCOUNTERED DURING CONSTRUCTION.)
  - B. NO ENVIRONMENTAL ASSESSMENT HAS BEEN PERFORMED FOR THE PROJECT AREA. THE CONTRACTOR SHALL NOTIFY THE ENGINEER WITHIN 24 HOURS OF ANY ENVIRONMENTAL CONCERN ENCOUNTERED WITHIN THE PROJECT AREA
  - C. NO ACM SURVEY HAS BEEN PERFORMED. THE CONTRACTOR SHALL TAKE CARE WHEN HANDLING ANY MATERIAL SUSPECTED TO CONTAIN ASBESTOS. THE CONTRACTOR SHALL PROPERLY DISPOSE OF ALL MATERIAL CONTAINING ASBESTOS.
  - D. A HYDROLOGY REPORT HAS BEEN PREPARED BY N/A AND DATED N/A. A COPY CAN BE PROVIDED UPON WRITTEN REQUEST.
3. THE PROPOSED PROJECT CONSIST OF THE CONSTRUCTION OF AN ASPHALT ASPHALT THOROUGHFARE.
4. THE PROPOSED DEVELOPMENT IS LOCATED AT TWIN LAKES ROAD, LAKE PARK, GEORGIA 31636. HORIZONTAL DATA SHOWN HEREON IS BASED ON NAD83 GEORGIA STATE PLANES, WEST ZONE, US FOOT. VERTICAL DATA SHOWN HEREON IS BASED ON NAVD 88(12B).
5. THE TOTAL PROJECT LENGTH IS 1.71 MILES WITH A DISTURBED AREA OF 13.7 ACRES.
6. WETLANDS HAVE BEEN IDENTIFIED ON SITE AND DELINEATED BY [COMPANY] ON [DATE]. A WETLAND INVENTORY MAP CAN BE PROVIDED UPON WRITTEN REQUEST.
7. NO STATE WATERS HAVE BEEN IDENTIFIED ON OR WITHIN 200' FEET OF THE PROJECT AREA
8. THE RECEIVING WATERS FOR THIS PROJECT HAVE BEEN IDENTIFIED AS CARROLLS POND.
9. NO IMPAIRED WATERS HAVE BEEN IDENTIFIED WITHIN 1 MILE OF THE PROJECT AREA.
10. THE PROPERTY SHOWN HEREON IS LOCATED IN FLOOD ZONE X AS PER FLOOD INSURANCE RATE MAP FOR LOWNDES COUNTY, GEORGIA, AND SHOWN ON MAP NO. 13185C0350E, WITH AN EFFECTIVE DATE OF 09/26/2008. FLOOD ZONE X DENOTES AREA OF MINIMAL FLOOD HAZARD.

**PROJECT CONTACTS:**

1. **OWNER / DEVELOPER:**  
LOWNDES COUNTY BOARD OF COMMISSIONERS  
327 NORTH ASHLEY STREET  
VALDOSTA, GEORGIA 31601  
PHONE: (229) 671-2442  
commissioner@lowndescounty.com
2. **ENGINEER OF RECORD:**  
JESSE V. MITCHELL, P.E.  
ADVANCED ENGINEERING SERVICES, LLC.  
4560-E VAL NORTH DRIVE  
VALDOSTA, GEORGIA 31602  
PHONE: (800)-416-8136  
jmitchell@aesllc.us
3. **PROJECT MANAGER:**  
MATTHEW INMAN, P.E.  
ADVANCED ENGINEERING SERVICES, LLC.  
4560-E VAL NORTH DRIVE  
VALDOSTA, GEORGIA 31602  
PHONE: (800)-416-8136  
minman@aesllc.us
4. **24-HOUR EROSION, SEDIMENTATION, & POLLUTION CONTROL CONTACT:**  
MIKE FLETCHER  
(229) 460-8901

| PROPOSED LINE LEGEND       |                   | PROPOSED SYMBOL LEGEND                       |             |
|----------------------------|-------------------|--|-------------|
| PROPERTY LINE              | —————             | POWER POLE, LIGHT POLE (PP, LP)              | PP LP       |
| RIGHT-OF-WAY               | —————             | BACK FLOW PREVENTER (RPZ, DDCV)              | RPZ DDCV    |
| EASEMENT                   | —————             | FIRE DEPT. CONNECTION / POST INDICATOR VALVE | FDC FIV     |
| SETBACK / BUFFER           | —————             | FIRE HYDRANT / HOSE BIBB                     | HYD HB      |
| OVERHEAD ELECTRIC          | ————— P —————     | METERS (WM, GM)                              | WM GM       |
| OVERHEAD TELEPHONE         | ————— T —————     | VALVES (WV, GV)                              | WV GV       |
| OVERHEAD COMMUNICATION     | ————— COM —————   | CLEANOUT (ST CO, SS CO)                      | ST CO SS CO |
| OVERHEAD TRAFFIC SIGNAL    | ————— TS —————    | MANHOLES (STMH, SSMH)                        | STMH SSMH   |
| UNDERGROUND ELECTRIC       | --- P --- P ---   | GRATE INLETS (GI, HGI)                       | GI HGI      |
| UNDERGROUND TELEPHONE      | --- T --- T ---   | CURB INLETS (DWCI, SWCI)                     | DWCI SWCI   |
| UNDERGROUND COMMUNICATION  | --- COM ---       | FLARED/SAFTY END SECTION (FES, SES)          | FES SES     |
| UNDERGROUND TRAFFIC SIGNAL | --- TS --- TS --- | HEADWALL (HW)                                | HW          |
| BUILDING LINE              | //////            | OUTLET CONTROL STRUCTURE (OCS)               | OCS         |
| SANITARY SEWER             | ————— SS —————    | SIGNS  | SIGNS       |
| SANITARY SEWER FORCE MAIN  | ————— FM —————    | DIRECTIONAL TRAFFIC ARROWS                   | ↑ ↗ ↘ ↙ ↚   |
| STORM SEWER                | ————— S —————     | BOLLARD                                      | ◎           |
| WATER LINE                 | ————— W —————     |  |             |
| NATURAL GAS                | ————— GAS —————   |  |             |
| SURFACE MAJOR CONTOUR      | —————             |  |             |
| SURFACE MINOR CONTOUR      | —————             |  |             |
| DITCH / SWALE              | — >> — >> —       |  |             |
| ORANGE CONSTRUCTION FENCE  | ○ ○ ○ ○ ○         |  |             |
| SILT FENCE                 | — X — X —         |  |             |
| LIMITS OF DISTURBANCE      | —————             |  |             |

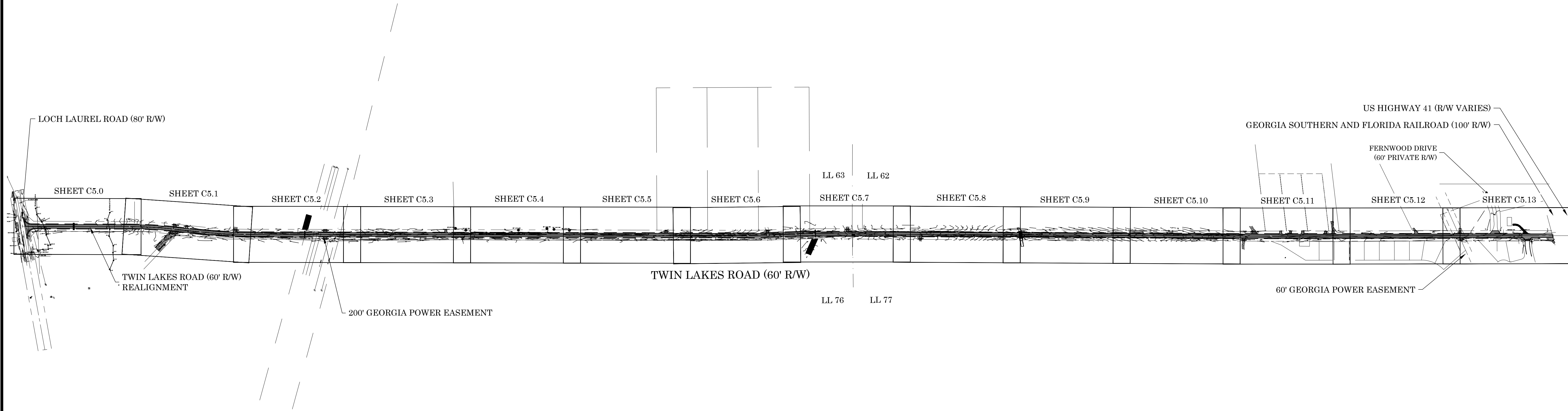
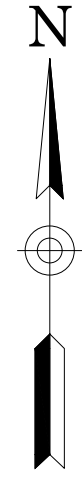


| AES PROJECT NUMBER |      |             |
|--------------------|------|-------------|
| 61012              |      |             |
| DATE OF PLANS      |      |             |
| 10/18/2024         |      |             |
| REVISIONS          |      |             |
| NO.                | DATE | DESCRIPTION |
| 1                  | -    | -           |
| 2                  | -    | -           |
| 3                  | -    | -           |
| 4                  | -    | -           |
| 5                  | -    | -           |
| 6                  | -    | -           |
| 7                  | -    | -           |
| 8                  | -    | -           |
| 9                  | -    | -           |
| 10                 | -    | -           |

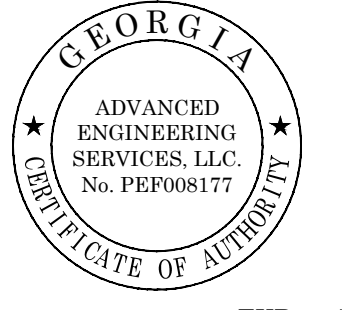
**TWIN LAKES ROAD PAVING IMPROVEMENTS**  
 LOWNDES COUNTY BOARD OF COMMISSIONERS  
**GENERAL NOTES**

LOWNDES COUNTY, GEORGIA  
 NOT TO SCALE  
 SHEET  
 C2.0 OF 46





**aes**  
 Advanced Engineering Services, LLC  
 ALBANY VALDOSTA  
 1741 PHILEMA RD 4560 E VALNORTH DR.  
 WARNERS ROBINS  
 110 TOMMY SPANAKER DR.  
 (800) 416-8136



EXP. 06/30/2024



10/18/2024

AES PROJECT NUMBER  
61012  
 DATE OF PLANS  
10/18/2024  
 REVISIONS

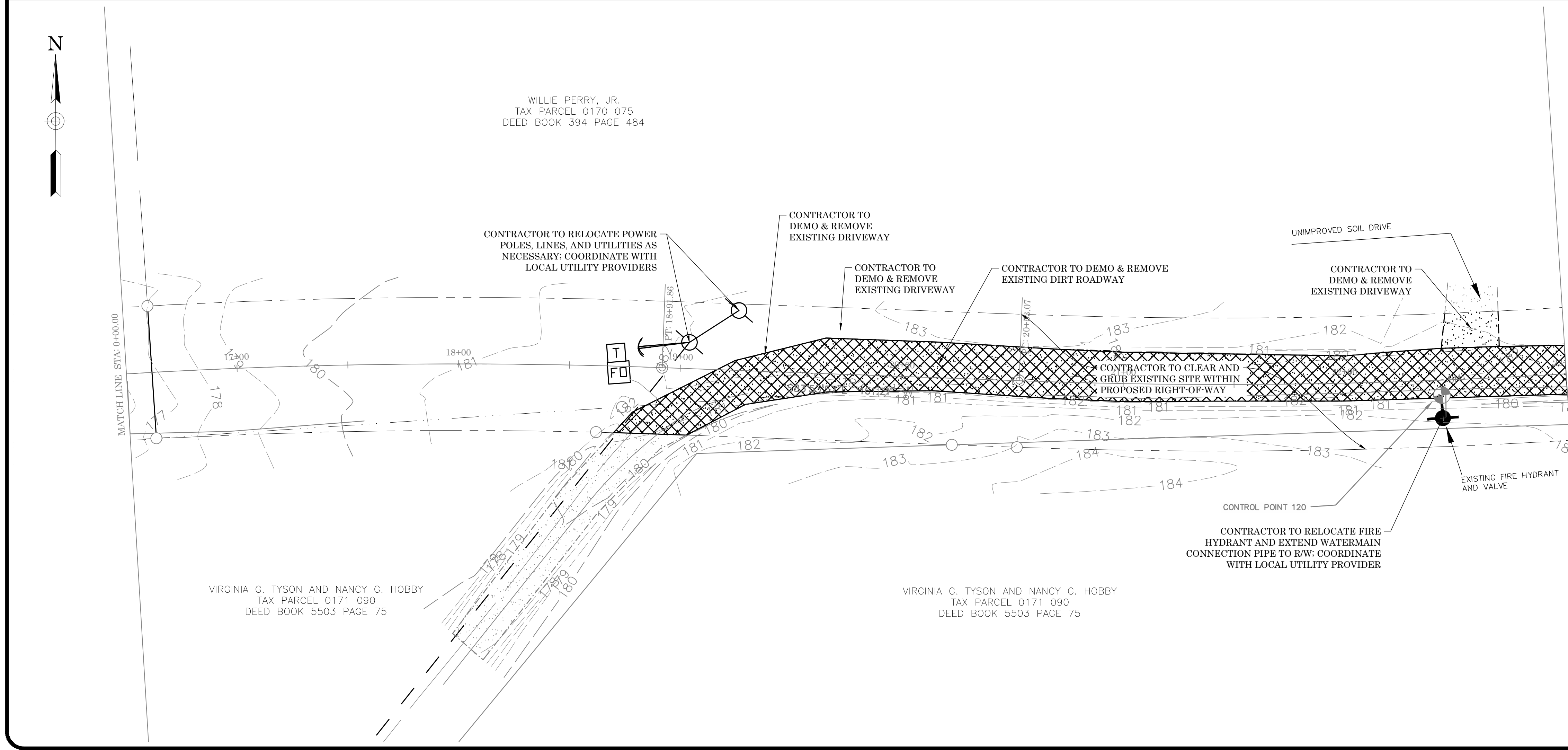
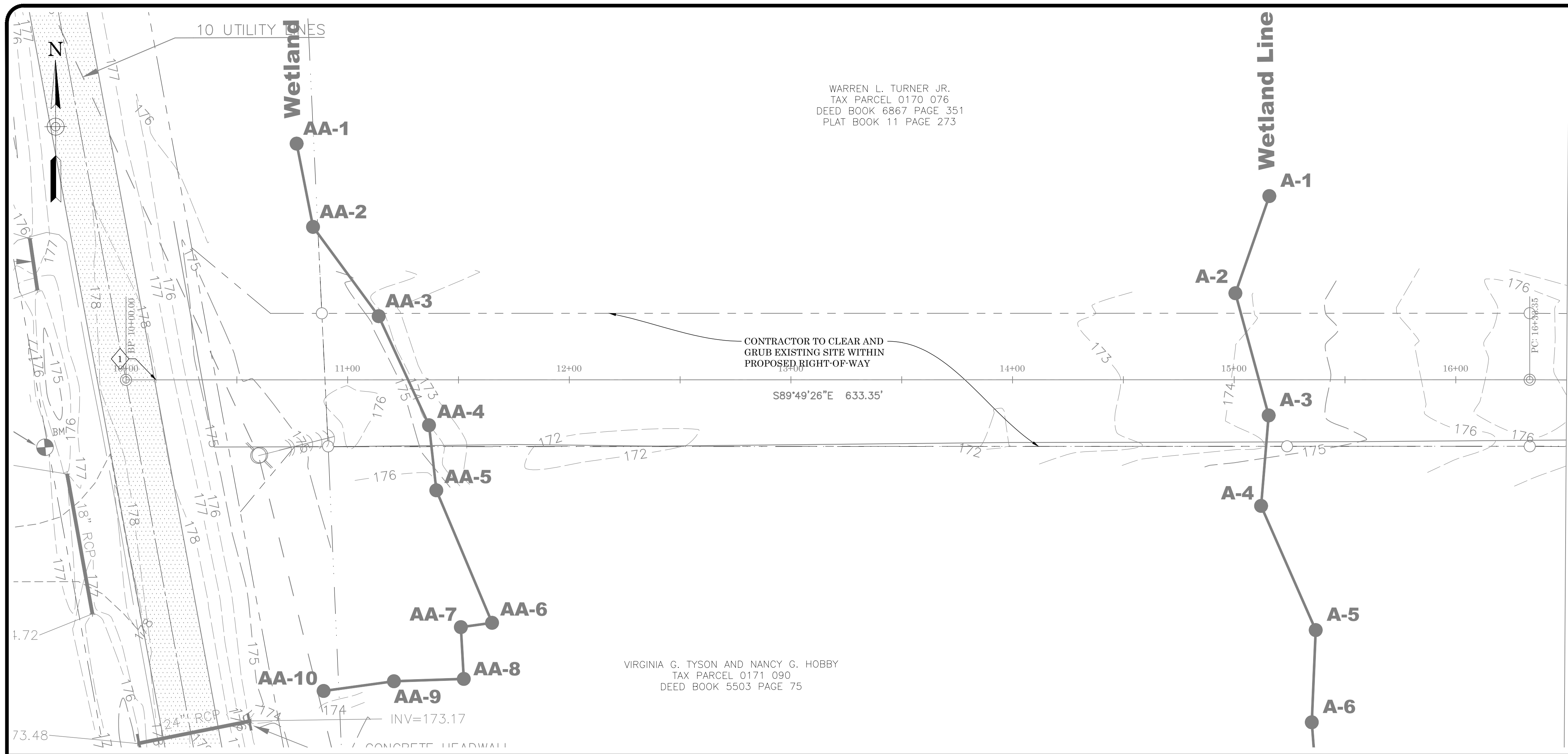
| NO. | DATE | DESCRIPTION |
|-----|------|-------------|
| 1   | -    | -           |
| 2   | -    | -           |
| 3   | -    | -           |
| 4   | -    | -           |
| 5   | -    | -           |
| 6   | -    | -           |
| 7   | -    | -           |
| 8   | -    | -           |
| 9   | -    | -           |
| 10  | -    | -           |

**TWIN LAKES ROAD PAVING IMPROVEMENTS**  
 LOWNDES COUNTY BOARD OF COMMISSIONERS  
 OVERALL STIE MAP

LOWNDES COUNTY,  
 GEORGIA  
 GRAPHIC SCALE 1" = 300'

SHEET  
 C3.0 OF 45





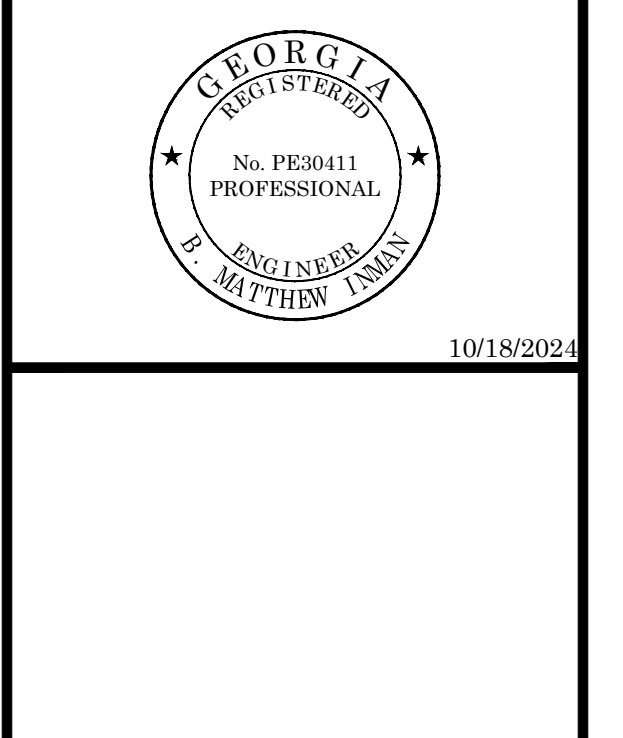
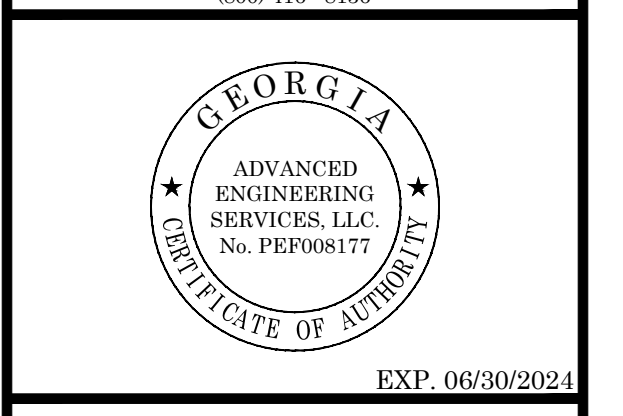
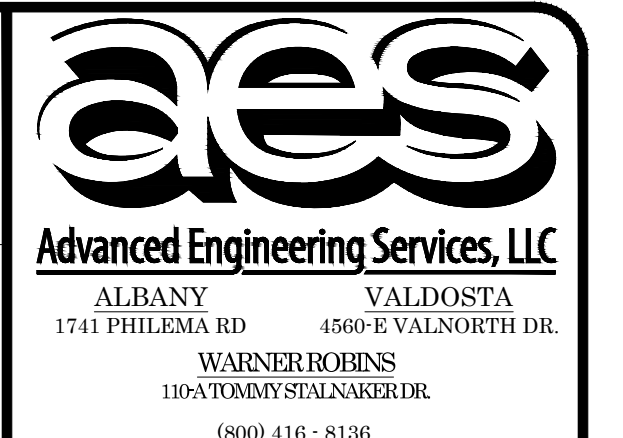
| SITE INFORMATION |   |
|------------------|---|
| PROJECT ADDRESS  | TWIN LAKES ROAD, LAKE PARK, GEORGIA 31636 |
| PROJECT LENGTH   | 1.71 MILES                                |

- EXISTING CONDITIONS & DEMOLITION NOTES:**
- THE PLAT OF ROW ACQUISITION WAS PROVIDED BY FOLSOM SURVEYING LLC AND DATED 24 APRIL 2023. A COPY CAN BE PROVIDED UPON WRITTEN REQUEST.
  - THE CONTRACTOR SHALL REVIEW ALL DOCUMENTS AND OBTAIN FIRST HAND KNOWLEDGE OF THE PROJECT AREA. IF ANY DISCREPANCY ARE DISCOVERED NOTIFY THE ENGINEER IN WRITING WITHIN 24 HOURS.
  - THE CONTRACTOR SHALL PROVIDE 72 HOUR NOTICE THE THE UTILITIES PROTECTION CENTER PRIOR TO CONSTRUCTION COMMENCEMENT OR EXCAVATION. THE CONTRACTOR SHALL PROVIDE ADEQUATE PROTECTION FOR ALL EXISTING UTILITIES WITHIN THE CONSTRUCTION AREA AND REPAIR ANY UTILITIES DAMAGED DURING CONSTRUCTION AT NO COST TO THE OWNER/DEVELOPER.
  - CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIRING ANY UTILITIES DAMAGED DURING DEMOLITION AND/OR CONSTRUCTION AT NO ADDITIONAL COST TO THE OWNER.
  - THE CONTRACTOR SHALL COORDINATE ALL UTILITY DISCONNECTIONS / INTERRUPTIONS WITH THE UTILITY OWNER.
  - THE CONTRACTOR SHALL COORDINATE WITH UTILITY OWNERS ON ALL CONFLICTS.
  - THE CONTRACTOR SHALL PROVIDE APPROPRIATE SECURITY FEATURES (WARNING, DIVERSIONS, BARRIERS, ETC.) TO SECURE THE PROJECT AREA. THE CONTRACTOR SHALL PROVIDE / MAINTAIN THE ADEQUATE PEDESTRIAN ACCESS AROUND THE PROJECT AREA.
  - THE CONTRACTOR SHALL TAKE SPECIAL CARE TO PROTECT ALL TREES NOT SHOWN HEREON TO BE REMOVED AND PROVIDE ADEQUATE TREE PROTECTION AROUND THE CRITICAL ROOT ZONE FOR SUCH TREES.
  - ALL ITEMS INDICATED HEREON TO BE REMOVED / DEMOLISHED SHALL BECOME THE PROPERTY OF THE CONTRACTOR AND DISPOSED OF PROPERLY UNLESS OTHERWISE STATED WITHIN THE CONSTRUCTION CONTRACT.
  - ALL EXISTING ASPHALT / CONCRETE PAVEMENT & CURB SHALL BE PROTECTED FROM CONSTRUCTION ACTIVITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIR / REPLACEMENT OF ANY DAMAGED AREAS.
  - DEMOLITION ACTIVITIES ARE NOT EXPECTED TO INCLUDE THE REMOVAL OF HAZARDOUS MATERIALS. IN THE EVENT THAT HAZARDOUS MATERIALS ARE ENCOUNTERED OR SUSPECTED, CONTRACTOR SHALL NOTIFY ENGINEER IN WRITING OF THE MATERIAL AND LOCATION.
  - AT THE END OF EACH DAYS' WORK, REMOVE ANY DEBRIS (RESULTING FROM CONTRACTOR'S DEMOLITION OPERATIONS) THAT IS NOT WITHIN THE CONTRACTOR CONSTRUCTION LIMITS.
  - CONTRACTOR IS REQUIRED TO NOTIFY ENGINEER IN WRITING OF ANY DISCREPANCIES OR CONFLICTS ENCOUNTERED DURING CONSTRUCTION ACTIVITIES.

**HATCH LEGEND:**

|  |                           |  |  |
|--|---------------------------|--|--|
|  | EXISTING ASPHALT PAVEMENT |  | EXISTING CONCRETE PAVEMENT   |
|  | DEMOLITION AREA           |  | TREE REMOVAL   |
|  | TREE PROTECTION           |  | To protect desirable trees from injury during construction activity. |

- KEY NOTES:**
- SAWCUT EXISTING ASPHALT/CONCRETE FOR SMOOTH TRANSITION

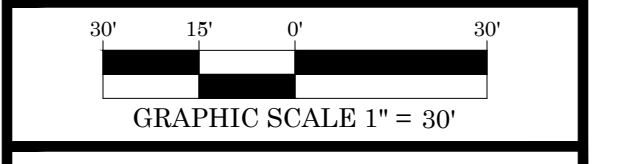


| AES PROJECT NUMBER |  |
|--------------------|--|
| 61012              |  |
| DATE OF PLANS      |  |
| 10/18/2024         |  |
| REVISIONS          |  |

| NO. | DATE | DESCRIPTION |
|-----|------|-------------|
| 1   | -    | -           |
| 2   | -    | -           |
| 3   | -    | -           |
| 4   | -    | -           |
| 5   | -    | -           |
| 6   | -    | -           |
| 7   | -    | -           |
| 8   | -    | -           |
| 9   | -    | -           |
| 10  | -    | -           |

**TWIN LAKES ROAD PAVING IMPROVEMENTS**  
**LOWNDES COUNTY BOARD OF COMMISSIONERS**  
**EXISTING CONDITIONS & DEMOLITION PLAN**

LOWNDES COUNTY, GEORGIA



**SHEET**  
**C4.0 OF 46**

LOWNDES COUNTY BOARD OF COMMISSIONERS  
COMMISSION AGENDA ITEM

SUBJECT: Agreement for PI No. 0015614 CR 136/Old Quitman Road  
@ CSX #637487Y

DATE OF MEETING: October 14, 2025

Work  
Session/Regular  
Session

BUDGET IMPACT: N/A

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: Agreement for PI No. 0015614 CR 136/Old Quitman  
Road

---

HISTORY, FACTS AND ISSUES: The Georgia Department of Transportation (GDOT) is proposing to replace the CR 136/Old Quitman Bridge over the tracks of CSX Transportation. The attached agreement outlines the agreement between Lowndes County, GDOT, and CSX Transportation. Lowndes County is part of the agreement because Old Quitman Road is a county local road. This agreement does not obligate Lowndes County to any funding, as GDOT will be responsible for funding 100% of the project.

The latest update staff received from GDOT on 10/8/25 is that the advertisements will go out to contractors in late October and the let date is November 21, 2025.

OPTIONS: 1. Authorize the Chairman to sign the agreement.  
2. Redirect.

RECOMMENDED ACTION: Option 1

DEPARTMENT: Engineering

DEPARTMENT HEAD: Chad McLeod

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

**RAILROAD CONSTRUCTION AGREEMENT**

**GDOT Contract ID #: UAOUT 2600864**  
**PI No. 0015614, Lowndes County**  
**RR PE File #: GA2495**

THIS AGREEMENT, made and entered into \_\_\_\_\_, by and between,

GEORGIA DEPARTMENT OF TRANSPORTATION, an agency of the State of Georgia, hereinafter styled the DEPARTMENT, party of the first part; and

CSX TRANSPORTATION, INC., a Corporation, chartered in the State of Virginia, hereinafter styled the RAILROAD, party of the second part.

LOWNDES COUNTY, a political subdivision of the State of Georgia, hereinafter styled the COUNTY, party of the third part.

WITNESSETH that:

WHEREAS, the DEPARTMENT proposes under the above written project number to construct a replacement bridge along CR 136/Old Quitman Road over the RAILROAD near the City of Valdosta, Lowndes County Georgia; and

WHEREAS, work will be required on RAILROAD property including reconstructing the CR 136/Old Quitman Road bridge over the RAILROAD at crossing ID# 637478Y and railroad milepost AN-655.02; and

WHEREAS, said construction will require the RAILROAD to perform construction engineering and excess soil disposal through contract work which the RAILROAD is willing to perform in accordance with the estimate attached hereto; and

WHEREAS, the RAILROAD is in agreement with the DEPARTMENT'S project and plans; and

WHEREAS, the new overpass bridge will be owned and maintained by the COUNTY; and

WHEREAS, the RAILROAD is willing to grant the DEPARTMENT temporary easement(s) for this work as provided for herein as necessary for roadway construction and maintenance of grade separation structures in accordance with O.C.G.A. 32-6-196; and

WHEREAS, acquisition of RAILROAD property required for roadway right-of-way and easements is being handled separate from this agreement; and

NOW THEREFORE, the PARTIES HERETO, each in consideration of the premises above and of the covenants of the other as hereinafter expressed and contained, do hereby contract and agree each with the other as follows:



## **RAILROAD CONSTRUCTION AGREEMENT**

- 1) It is specifically understood that the project number shown above is for the DEPARTMENT's identification purposes only and may be subject to change by the DEPARTMENT. In the event it becomes necessary for the DEPARTMENT to assign a different project number, the DEPARTMENT will notify the RAILROAD and the COUNTY of the new project designation. Such change in project designation shall have no effect whatsoever on any other terms of this agreement.
  
- 2) It is agreed that the regulatory provisions of Part 140, Subpart I, and Part 646, Subpart B, of Title 23, Highways, of the Code of Federal Regulations, current edition, (hereinafter referred to as CFR) shall govern the work and procedures covered by this agreement and are by reference incorporated herein.
  - a) It is agreed that in accord with Title 23 of the CFR, Chapter I, Subchapter G, Part 646, Subpart B, Section 646.210 the work proposed under this Agreement shall not benefit the RAILROAD and that the RAILROAD shall not participate in any of the cost of making surveys, preparing plans, acquiring materials and performing the work covered under this Agreement.
  
  - b) The RAILROAD shall furnish the necessary materials and perform the work on an actual cost basis. All materials which are required to complete the work will be purchased direct by the RAILROAD or furnished from RAILROAD stock in accordance with Part 140, Subpart I, of CFR. Any portion of the work contemplated under this agreement may be let to contract by the RAILROAD through competitive bidding or the RAILROAD may use the services of a contractor which works for the RAILROAD on a routine basis under a written continuing contract subject to the terms and conditions of the aforesaid CFR, and with prior review and approval by the DEPARTMENT, all in accord with the detailed estimate attached. Before the RAILROAD initiates accomplishment of any work by these means, the RAILROAD shall first contact the DEPARTMENT to determine the appropriate procedures to follow to provide for compliance. Prior approval by the DEPARTMENT will not be necessary when work is performed by competitive bidding when the amount of work does not exceed \$10,000 per each individual contractor.
  
  - c) RAILROAD shall give DEPARTMENT and Federal Highway Administration, when applicable, ample opportunity to inspect materials recovered by RAILROAD in accordance with Part 646, Subpart B, of CFR.
  
- 3) RAILROAD to the extent that its present right, title and interest permits or enables it so to do and without warranty hereby grants to DEPARTMENT an easement across its right-of-way for the purpose of constructing said overpass and approaches thereto, all as shown on the project plans and in accord with the specifications and special provisions. Said project plans, specifications and special provisions, which are identified by the project number shown above, as finally approved by the RAILROAD, DEPARTMENT, and COUNTY, are hereby made a part hereof by reference. Said easement and construction is more particularly described as shown on project plan sheets which are attached hereto and made a part hereof.

## RAILROAD CONSTRUCTION AGREEMENT

- a) Such easement hereby granted is limited to the use for highway purposes of space required for approaches to said bridge(s) and for columns, foundations and other parts of the bridge(s) and is limited vertically by a horizontal surface 20 feet above the roadway surface of said bridge and approaches, together with the use of additional space for aforesaid purpose and for access to the highway facilities for maintenance purposes, it being understood that the easement shall not restrict the RAILROAD from utilizing the air space under said bridge(s) for railroad operations and for wire lines or other facilities which will not encroach on the reasonable requirements for maintaining the highway facilities. All other rights are reserved unto the RAILROAD.
  - b) DEPARTMENT and the COUNTY, in its maintenance of the highway facilities, agrees to obtain permission from the RAILROAD before undertaking any work which may interfere with or be a real or potential hazard to the passage of trains or other railroad operations.
  - c) RAILROAD agrees to notify the DEPARTMENT and the COUNTY prior to undertaking the use of air space over the easement and prior to starting the construction of any fixed installation, other than its customary signal and communication facilities, within 8 feet of the underside of said bridge(s) or within 15 feet of said easement, it being understood that such use will afford reasonable protection and safety to the highway facilities and highway traffic and will not unreasonably interfere with lighting, ventilation and maintenance of the highway facilities by the DEPARTMENT and the COUNTY.
- 4) DEPARTMENT will construct and maintain during the construction period said overpass bridge(s) together with approaches thereto in accordance with the plans, specifications and special provisions which are identified by the project number shown above, approved by all parties, and made a part of this agreement by reference. DEPARTMENT further agrees that said work shall be done and performed in accordance with the reasonable requirements of RAILROAD in such manner as to prevent interruption of, interference with, or danger or delay to railroad operations. Upon the granting of Final Acceptance by the Department to its Contractor, the COUNTY will be responsible for maintenance of the overpass. Notice of the issuance of the final acceptance by the DEPARTMENT will be given to the COUNTY.
  - 5) The RAILROAD, with its regular construction or maintenance forces and personnel and at its standard schedule of wages and working hours and working in accordance with the terms of its agreements with such employees, will do and perform the work as described in the detailed estimate dated **September 19, 2025** for **\$315,545.00**, prepared in accord with aforesaid CFR, said estimate being attached hereto and made a part of this agreement. Any work to be done and performed by the RAILROAD not to be done and performed by the regular organized forces of the RAILROAD working under current agreements with its employees, shall be subject to the labor regulations applicable to construction contracts for grade separation projects. The amount of the detailed cost estimate(s) attached hereto will be allotted from available funds and written notice given to RAILROAD by DEPARTMENT before RAILROAD is authorized to proceed with the work to be performed by RAILROAD under this agreement.

## RAILROAD CONSTRUCTION AGREEMENT

- 6) The DEPARTMENT shall pay monthly bills promptly upon receipt and verification thereof by the DEPARTMENT. Upon completion of the work the RAILROAD shall submit one final bill to the DEPARTMENT and the DEPARTMENT shall make a conditional final payment promptly upon verification of the final bill by the DEPARTMENT. The total liability of the DEPARTMENT shall not exceed the reimbursable cost of the work as ascertained by computing the items of cost as set forth in the aforesaid CFR. At any time within three years after the date of the conditional final payment the DEPARTMENT may audit the cost records and accounts of the RAILROAD pertaining to this project and will bill the RAILROAD any amount of any unallowable expenditure made in the conditional final payment of this contract or, if no unallowable expenditure is found, notify the RAILROAD of that fact in writing. If the RAILROAD does not pay any such bill within thirty days of receipt of the bill from the DEPARTMENT, the DEPARTMENT may set-off the amount of such bill against the amounts owed the RAILROAD on any then-current agreement between the RAILROAD and the DEPARTMENT. For audit purposes, the reports, plans, specifications, digital information, field data, notes and cost records and accounts of the RAILROAD pertaining to this project shall be made available to the representatives of the DEPARTMENT or the Federal Highway Administration at the General Office of the RAILROAD during the progress of the work and for a period of not less than three years from the date conditional final payment has been received by the RAILROAD.
- 7) The RAILROAD expressly agrees that the DEPARTMENT may set-off against the net payments provided for herein an amount equal to that amount which has been identified by either a State or Federal audit as an unallowable expenditure in any agreement between the RAILROAD and the DEPARTMENT on which a conditional final payment has been made.
- 8) The DEPARTMENT shall not be bound to pay any amount in excess of the reimbursable portion of the detailed cost estimate attached hereto, nor for any items of work not provided for in the detailed cost estimate. In the event it is determined that a change in the work to be performed by the RAILROAD will be required or that an increase in cost anticipated will be incurred by the RAILROAD, a written change or extra work order approved by the DEPARTMENT shall be required.
- 9) The DEPARTMENT shall not be liable for payment of any bill received more than twelve (12) months after all work under this Agreement is completed unless the RAILROAD and DEPARTMENT have agreed in advance to an extension of the billing period in writing. Unless an extension of the billing period has been agreed to the DEPARTMENT may consider payment made up to one year following completion of the work to be final.
- 10) The RAILROAD shall provide construction engineering including inspection services as identified and included in the attached estimate. The anticipated scope of services to be provided in connection with construction engineering by consulting engineering firms for the RAILROAD is attached hereto and made a part hereof. Prior to contracting for any consultant work not specifically covered by this agreement, the RAILROAD will submit to the DEPARTMENT for approval the consultant's proposal containing, but not limited to, a statement of the scope of consultant services, a list of wage rates and classifications to be

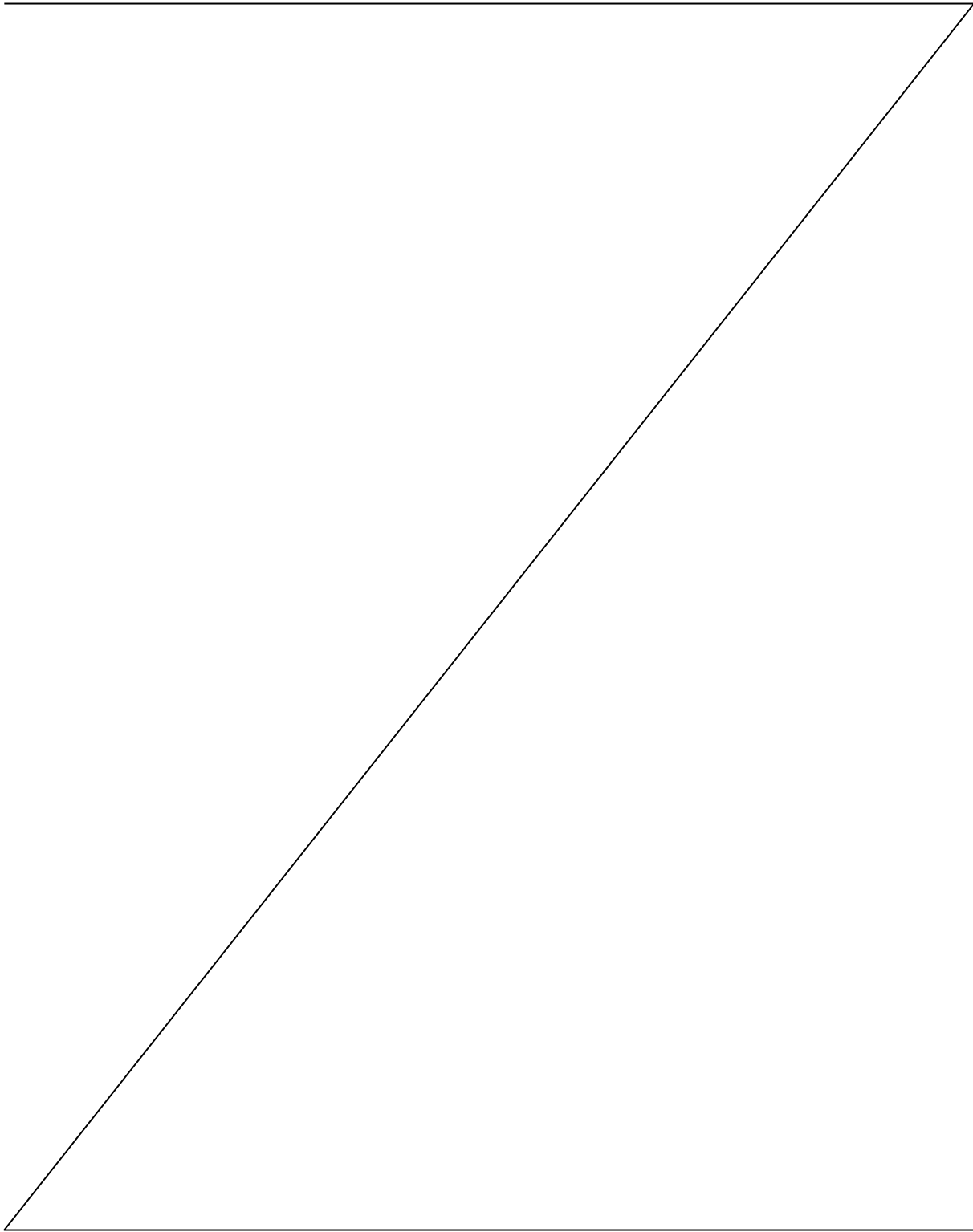
## **RAILROAD CONSTRUCTION AGREEMENT**

used by the consultant and an itemized statement of costs estimated to complete the services. Selection and employment of the consultant shall be governed by requirements and procedures contained in Part 646, Subpart B, of CFR.

- 11) The DEPARTMENT will require its Contractor to abide by the attached Special Provision for Protection of Railway Interests which will be included in his contract and, before commencing said construction on RAILROAD right-of-way or property, to furnish evidence acceptable to the DEPARTMENT and the RAILROAD that the Contractor has provided (1) Contractor's Public Liability and Property Damage Liability Insurance, (2) Contractor's Protective Public Liability and Property Damage Liability Insurance and (3) Railroad Protective Liability Insurance in the amounts specified in the Special Provision attached hereto and made a part hereof, all in accord with Part 646, Subpart A, of CFR, current edition, and in a form approved by the DEPARTMENT and the RAILROAD
- 12) The DEPARTMENT agrees that it will ensure its Contractor secures any payment or performance bond required under Section 13-10-60 and 13-10-40 of the Official Code of Georgia Annotated. The DEPARTMENT will furnish the RAILROAD a photocopy of the bond secured for the project upon request. The DEPARTMENT will also furnish the RAILROAD with the address of all contractors and sureties that may be a party to the bond and will notify the RAILROAD of any subsequent address changes upon request.
- 13) It shall be the RAILROAD'S responsibility to plan with the Contractor a schedule of operations which will clearly set forth at which stage of the contractor's operations the RAILROAD will be required to perform its work.
- 14) In the event it shall be necessary in connection with or incident to the work of said construction to make any adjustment in facilities of tenants of the RAILROAD, such adjustments shall be handled by the DEPARTMENT directly with the owner or owners thereof at no expense to the RAILROAD.
- 15) It is agreed that the DEPARTMENT will furnish the RAILROAD the name, address and telephone number of its representative who will be in charge of the work as part of its letter of authorization to proceed with the work covered under this agreement. The RAILROAD agrees to give said representative reasonable prior notice of the dates upon which work will be done in order that work may be properly inspected and documented for audit. Further, the work covered under this Agreement shall be completed no less than the overall completion date as indicated in the construction agreement entered into between the DEPARTMENT and the lowest responsive bidder. The DEPARTMENT will notify the RAILROAD in writing of this final completion date.
- 16) Pursuant to O.C.G.A. Sec. 50-5-85, the RAILROAD hereby certifies that it is not currently engaged in, and agrees that for the duration of this contract, it will not engage in a boycott of Israel.
- 17) It is mutually agreed between the parties hereto that this document shall be deemed to have been executed in Fulton County, Georgia, and that all questions of interpretation and construction shall be governed by the laws of the State of Georgia.

## RAILROAD CONSTRUCTION AGREEMENT

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



**RAILROAD CONSTRUCTION AGREEMENT**

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their seals, caused this Agreement to be executed in three counterparts, each to be considered as an original by their authorized representative the day and date herein above written.

**WITNESSES AS TO RAILROAD:**

**CSX TRANSPORTATION, INC.**

\_\_\_\_\_  
**WITNESS**

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

AS ITS \_\_\_\_\_  
(CORPORATE SEAL)

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

ATTEST:

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

\*\*\*\*\*

FEIN \_\_\_\_\_  
\*\*\*\*\*

AS ITS \_\_\_\_\_

-----  
**GEORGIA DEPARTMENT  
OF TRANSPORTATION**

BY: \_\_\_\_\_ SEAL  
Russell R. McMurry, P.E.  
Commissioner

ATTEST:

BY: \_\_\_\_\_  
Angela O. Whitworth  
Treasurer

**PI No.: 0015614**  
**County: Lowndes**  
**Date: September 23, 2025, NR**

**AGREEMENT**

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their seals, caused this Agreement to be executed in four counterparts, each to be considered as an original by their authorized representative the day and date herein above written.

**WITNESSES AS TO COUNTY:**

**LOWNDES COUNTY**

\_\_\_\_\_  
WITNESS

BY: \_\_\_\_\_ (Seal)  
Bill Slaughter, Chairman of Commissioners

\_\_\_\_\_  
Print Name and Title

FEIN: \_\_\_\_\_

Signed on behalf of the COUNTY pursuant to Resolution dated \_\_\_\_\_.

Approved as to Form:

ATTEST:

\_\_\_\_\_  
COUNTY ATTORNEY

BY: \_\_\_\_\_  
COUNTY CLERK OR ATTORNEY

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

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

-----

**RESOLUTION**

STATE OF GEORGIA  
COUNTY OF LOWNDES

BE IT RESOLVED by the Commission Chairman and Board of Commissioners of Lowndes County, and it is hereby resolved, that the foregoing attached Agreement, relative to P.I. 0015614 to CR 136/OLD QUITMAN ROAD @ CSX #637487Y 6 MI W OF VALDOSTA in Lowndes County, and that Bill Slaughter as Commission Chairman, and Belinda Lovern, as Clerk, be and they are, thereby authorized and directed to execute the same for and in behalf of said by the Commission Chairman and Board of Commissioners of Lowndes County.

Passed and adopted this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

ATTEST:

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

CLERK

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

CHAIRMAN

STATE OF GEORGIA,  
COUNTY OF LOWNDES

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

WITNESS my hand and official signature, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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

CLERK





**GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT**

|  |   |
|--|---|
| <b>Contractor's Name:</b>  | CSX TRANSPORTATION, INC   |
| <b>Solicitation/Contract No./ Call No. or Project Description:</b> | PI 0015614, Lowndes County: CR 136/OLD QUITMAN ROAD @ CSX #637487Y 6 MI W OF VALDOSTA |

**CONTRACTOR AFFIDAVIT**

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, entity or corporation which is engaged in the physical performance of services on behalf of the Georgia Department of Transportation has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

\_\_\_\_\_  
Federal Work Authorization User Identification Number  
(EEV/E-Verify Company Identification Number)

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

\_\_\_\_\_  
Name of Contractor

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

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

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

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

\_\_\_\_\_  
Date Signed

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

[NOTARY SEAL]

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

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



**GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT**

|  |   |
|--|---|
| <b>Contractor's Name:</b>  | Lowndes County  |
| <b>Solicitation/Contract No./ Call No. or Project Description:</b> | PI 0015614, Lowndes County: CR 136/OLD QUITMAN ROAD @ CSX #637487Y 6 MI W OF VALDOSTA |

**CONTRACTOR AFFIDAVIT**

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, entity or corporation which is engaged in the physical performance of services on behalf of the Georgia Department of Transportation has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

\_\_\_\_\_  
Federal Work Authorization User Identification Number  
(EEV/E-Verify Company Identification Number)

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

\_\_\_\_\_  
Name of Contractor

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

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

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

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

\_\_\_\_\_  
Date Signed

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

[NOTARY SEAL]

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

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

|  |                             |                             |
|--|-----------------------------|-----------------------------|
| <b>ESTIMATE SUBJECT TO REVISION AFTER:</b> 9/19/2026                   |                             | <b>DOT NO.:</b> 637487Y     |
| <b>CITY:</b> Valdosta  | <b>COUNTY:</b> Lowndes      | <b>STATE:</b> GA            |
| <b>DESCRIPTION:</b> CR 136/Old Quitman RD Bridge Replacement over CSXT |                             |                             |
| <b>ZONE:</b> Florida   | <b>SUB-DIV:</b> Thomasville | <b>MILE POST:</b> AN-655.02 |
| <b>AGENCY PROJECT NUMBER:</b> PI 0015614                               |                             |                             |

**PRELIMINARY ENGINEERING:**

|  |           |          |
|--|-----------|----------|
| Contracted & Administrative Engineering Services | \$        | -        |
| <b>Subtotal</b>                                  | <b>\$</b> | <b>-</b> |

**CONSTRUCTION ENGINEERING/INSPECTION:**

|  |           |                |
|--|-----------|----------------|
| Contracted & Administrative Engineering Services | \$        | 158,665        |
| <b>Subtotal</b>                                  | <b>\$</b> | <b>158,665</b> |

**FLAGGING SERVICE: (Contract/CSX Labor)**

|   |                                  |        |           |           |          |
|---|----------------------------------|--------|-----------|-----------|----------|
| Engineering Labor (Foreman/Inspector/Flagman) | 0                                | Days @ | \$ 700.00 | \$        | -        |
| Additive                                      | 174.70% (Engineering Department) |        |           | \$        | -        |
| <b>Subtotal</b>                               |                                  |        |           | <b>\$</b> | <b>-</b> |

**SIGNAL & COMMUNICATIONS WORK:**

\$ -

**TRACK WORK:**

\$ -

**CONTRACT WORK:**

\$ 156,880

**PROJECT SUBTOTAL:**

\$ 315,545

**CONTINGENCIES:** 0.00%

\$ -

**PROJECT TOTAL:**

\*\*\*\*\*  
\$ 315,545

**CURRENT AUTHORIZED BUDGET:**

\*\*\*\*\*  
\$ -

**TOTAL SUPPLEMENT REQUESTED:**

\*\*\*\*\*  
**\$ 315,545**

**DIVISION OF COST:**

|          |         |  |           |                |
|----------|---------|--|-----------|----------------|
| Agency   | 100.00% |  | \$        | 315,545        |
| Railroad | 0.00%   |  | \$        | -              |
|          |         |  | <b>\$</b> | <b>315,545</b> |

**NOTE: Estimate is based on FULL CROSSING CLOSURE during work by Railroad Forces.**

This estimate has been prepared based on site conditions, anticipated work duration periods, material prices, labor rates, manpower and resource availability, and other factors known as of the date prepared. The actual cost for CSXT work may differ based upon the agency's requirements, their contractor's work procedures, and/or other conditions that become apparent once construction commences or during the progress of the work

Office of Director - CSXT Public Projects, Jacksonville, Florida

Estimated prepared by: STV Approved by: CTA CSXT Public Project Group

DATE: 09/19/25 REVISED: \_\_\_\_\_ DATE: 09/19/25

ESTIMATE SUBJECT TO REVISION AFTER: 9/19/2026 DOT NO.: 637487Y  
 CITY: Valdosta COUNTY: Lowndes STATE: GA  
 DESCRIPTION: CR 136/Old Quitman RD Bridge Replacement over CSXT

ZONE: Florida SUB-DIV: Thomasville MILEPOST: AN-655.02

DRAWING NO.: \_\_\_\_\_ DRAWING DATE: \_\_\_\_\_  
 AGENCY PROJECT NUMBER: PI 0015614

**PRELIMINARY ENGINEERING:**

|   |             |
|---|-------------|
| Contracted & Administrative Engineering Services (GEC)          | \$ _____    |
| Contracted & Administrative Engineering Services (Admin-Embed.) | \$ _____    |
| <b>Subtotal</b>   | <b>\$ -</b> |

**CONSTRUCTION ENGINEERING/INSPECTION:**

|  |                   |
|--|-------------------|
| Contracted & Administrative Engineering Services (GEC) | \$ 153,665        |
|  | \$ -              |
|  | \$ 5,000          |
| <b>Subtotal</b>  | <b>\$ 158,665</b> |

**FLAGGING SERVICE: (Contract/CSX Labor)**

|   |          |        |           |             |
|---|----------|--------|-----------|-------------|
| Engineering Labor (Foreman/Inspector/Flagman) | <u>0</u> | Days @ | \$ 700.00 | \$ -        |
| Additive 174.70% (Engineering Department)     |          |        |           | \$ -        |
| <b>Subtotal</b>                               |          |        |           | <b>\$ -</b> |

**COMMUNICATIONS WORK:**

|                              |             |
|------------------------------|-------------|
| Temporary (Details Attached) | \$ _____    |
| Permanent (Details Attached) | \$ _____    |
| <b>Subtotal</b>              | <b>\$ -</b> |

**TRACK: LABOR**

|                             |          |         |          |             |
|-----------------------------|----------|---------|----------|-------------|
| Traffic Control             | <u>0</u> | MAN-HRS | \$ 46.00 | \$ -        |
| Remove Existing Crossing    | <u>0</u> | MAN-HRS | \$ 46.00 | \$ -        |
| Renew Cross Ties            | <u>0</u> | MAN-HRS | \$ 46.00 | \$ -        |
| Renew Rail                  | <u>0</u> | MAN-HRS | \$ 46.00 | \$ -        |
| Install OTM                 | <u>0</u> | MAN-HRS | \$ 46.00 | \$ -        |
| Install Field Welds         | <u>0</u> | MAN-HRS | \$ 46.00 | \$ -        |
| Install Geo-Textile Fabric  | <u>0</u> | MAN-HRS | \$ 46.00 | \$ -        |
| Install Sub-Drains          | <u>0</u> | MAN-HRS | \$ 46.00 | \$ -        |
| Install Ballast             | <u>0</u> | MAN-HRS | \$ 46.00 | \$ -        |
| Line and Surface            | <u>0</u> | MAN-HRS | \$ 46.00 | \$ -        |
| Install Crossing Materials  | <u>0</u> | MAN-HRS | \$ 46.00 | \$ -        |
| Install Bituminous Pavement | <u>0</u> | MAN-HRS | \$ 46.00 | \$ -        |
|                             | <u>0</u> | MAN-HRS | \$ 46.00 | \$ -        |
|                             | <u>0</u> | MAN-HRS | \$ 46.00 | \$ -        |
|                             | <u>0</u> | MAN-HRS | \$ 46.00 | \$ -        |
|                             | <u>0</u> | MAN-HRS | \$ 46.00 | \$ -        |
|                             | <u>0</u> | MAN-HRS | \$ 46.00 | \$ -        |
| Clean-Up                    | <u>0</u> | MAN-HRS | \$ 46.00 | \$ -        |
| Additive 174.70%            |          |         |          | \$ -        |
| <b>Subtotal</b>             |          |         |          | <b>\$ -</b> |

**TRACK: MATERIAL**

|  |       |     |           |             |
|--|-------|-----|-----------|-------------|
| Cross Ties, Main Line                  | 0     | EA  | \$ 65.00  | \$ -        |
| Cross Ties, Preplated*                 | 0     | EA  | \$ 115.00 | \$ -        |
| Cross-Ties, Branch Line                | 0     | EA  | \$ 65.00  | \$ -        |
| Crossties, 10' Length                  | 0     | EA  | \$ 75.00  | \$ -        |
| Tie Plates                             | 0     | EA  | \$ 14.00  | \$ -        |
| Rail, 136RE, New                       | 0     | LF  | \$ 34.00  | \$ -        |
| Misc. OTM                              | 0     | LOT | \$ -      | \$ -        |
| Geo-Textile Fabric                     | 0     | RL  | \$ 930.00 | \$ -        |
| Sub-Drains                             | 0     | LF  | \$ 6.00   | \$ -        |
| Ballast - Car load                     | 0     | NT  | \$ 30.00  | \$ -        |
| Ballast - Trucked in                   | 0     | NT  | \$ 50.00  | \$ -        |
| Field Welds                            | 0     | EA  | \$ 180.00 | \$ -        |
| Concrete Full Width                    | 0     | TF  | \$ 310.00 | \$ -        |
| Concrete/Rubber Xing (CSX)             | 0     | TF  | \$ 300.00 | \$ -        |
| Rubber Crossing, Full Depth            | 0     | TF  | \$ 325.00 | \$ -        |
| Timber/Asphalt Crossing (CSX Standard) | 0     | TF  | \$ 150.00 | \$ -        |
| Bituminous Material                    | 0     | NT  | \$ 310.00 | \$ -        |
|  | 0     |     | \$ -      | \$ -        |
|  | 0     |     | \$ -      | \$ -        |
|  | 0     |     | \$ -      | \$ -        |
|  | 0     |     | \$ -      | \$ -        |
|  | 0     |     | \$ -      | \$ -        |
|  | 0     |     | \$ -      | \$ -        |
|  | 0     |     | \$ -      | \$ -        |
|  | 0     |     | \$ -      | \$ -        |
| Sales Tax on Material                  | 7.42% | Y   |           | \$ -        |
| Material Handling                      | 5.00% |     |           | \$ -        |
| <b>Subtotal</b>                        |       |     |           | <b>\$ -</b> |

**CONTRACT:**

|                             |      |     |             |                   |
|-----------------------------|------|-----|-------------|-------------------|
| Asphalt Paving (In Place)   | 0    | NT  | \$ 310.00   | \$ -              |
| Disposal of Waste Materials | 0    | TF  | \$ 15.00    | \$ -              |
| Maintenance of Traffic      | 0    | DAY | \$ 500.00   | \$ -              |
| Soil Removal                | 3000 | TN  | \$ 44.59    | \$ 133,770        |
| Lab Cost                    | 1    | LS  | \$ 2,100.00 | \$ 2,100          |
| Env. GEC                    | 10   | Day | \$ 2,101.00 | \$ 21,010         |
|                             | 0    |     | \$ -        | \$ -              |
|                             | 0    |     | \$ -        | \$ -              |
|                             | 0    |     | \$ -        | \$ -              |
|                             | 0    |     | \$ -        | \$ -              |
|                             | 0    |     | \$ -        | \$ -              |
| <b>Subtotal</b>             |      |     |             | <b>\$ 156,880</b> |

**EQUIPMENT RENTAL:**

|  |             |
|--|-------------|
| Use for extraordinary rental or unique Service Contract                          | \$ -        |
| <b>Subtotal</b> CSX vehicle and equipment rental included in overhead percentage | <b>\$ -</b> |

**WORK TRAIN:**

|                 |     |             |             |
|-----------------|-----|-------------|-------------|
| 0               | DAY | \$ 2,100.00 | \$ -        |
| <b>Subtotal</b> |     |             | <b>\$ -</b> |

**SALVAGE:**

|                 |   |    |          |             |
|-----------------|---|----|----------|-------------|
| Rail            | 0 | NT | \$ 65.00 | \$ -        |
| OTM             | 0 | NT | \$ 75.00 | \$ -        |
| <b>Subtotal</b> |   |    |          | <b>\$ -</b> |

**SIGNAL WORK:**

|                                 |           |          |
|---------------------------------|-----------|----------|
| Material - Field & Consumables  | \$        | -        |
| Material - Sales Tax            | \$        | -        |
| Material - Shop                 | \$        | -        |
| Construction Labor              | \$        | -        |
| Shop Labor                      | \$        | -        |
| RR Engineering,Preliminary      | \$        | -        |
| RR Engineering,Construction     | \$        | -        |
| Additives to Construction Labor | \$        | -        |
| Additives to Shop Labor         | \$        | -        |
| Additives to Engineering        | \$        | -        |
| Equipment Expense               | \$        | -        |
| Waste Management                | \$        | -        |
| Contract Engineering            | \$        | -        |
| Freight                         | \$        | -        |
| AC Power Service                | \$        | -        |
| Salvage                         | \$        | -        |
| Other                           | \$        | -        |
| <b>Subtotal</b>                 | <b>\$</b> | <b>-</b> |

**PROJECT SUBTOTAL:** \$ 315,545

**CONTINGENCIES:** 0.00% \$ -

**PROJECT TOTAL:** \*\*\*\*\* \$ 315,545

**CURRENT AUTHORIZED BUDGET:** \*\*\*\*\* \$ -

**TOTAL SUPPLEMENT REQUESTED:** \*\*\*\*\* \$ 315,545

**DIVISION OF COST:**

|          |         |           |                |
|----------|---------|-----------|----------------|
| Agency   | 100.00% | \$        | 315,545        |
| Railroad | 0.00%   | \$        | -              |
|          |         | <b>\$</b> | <b>315,545</b> |

**NOTE: Estimate is based on FULL CROSSING CLOSURE during work by Railroad Forces.**

This estimate has been prepared based on site conditions, anticipated work duration periods, material prices, labor rates, manpower and resource availability, and other factors known as of the date prepared. The actual cost for CSXT work may differ based upon the agency's requirements, their contractor's work procedures, and/or other conditions that become apparent once construction commences or during the progress of the work

Office of Director - CSXT Public Projects, Jacksonville, Florida

Estimated prepared by: STV

Approved by: CTA

DATE: 09/19/25

REVISED: \_\_\_\_\_

DATE: 09/19/25

Project Manager - Public Projects



# ESTIMATE OF ENGINEERING FEES

STV Proposal or Job Number: \_\_\_\_\_ Client Job Number: \_\_\_\_\_ OP# GAXXXX

Project Description/Location: Valdosta, Lowndes County, GA: Old Quitman RD Bridge Replacement over CSXT, 637487Y, Florida Zone, Thomasville Sub, AN-655.02; PI No. 0015614.

Client: CSX Transportation, Inc. GEC Assignment TBD

Design Assumptions: CE&I and Project Management of contractor work over CSXT RofW. High level, limited review of project construction submittals to determine compliance with CSXT specifications and standards in accordance with the Public Projects Manual. Estimate includes precon scheduling, flagging coordination, and final inspection; Travel, Project Management, Admin, and Reporting.

Client understands and agrees that STV internal budgets may be moved and/or adjusted, but will not exceed the original total estimate, unless first authorized by the client.

Prepared By/Date: \_\_\_\_\_  
 Reviewed By/Date: Admin \_\_\_\_\_ 8/28/2025  
 Reviewed By/Date: Coord \_\_\_\_\_ 9/15/2025  
 PM \_\_\_\_\_ 9/15/2025

|  | Manhours by Classification |                    |                   |                   |                   |                     |                    |                   | Total           |
|--|----------------------------|--------------------|-------------------|-------------------|-------------------|---------------------|--------------------|-------------------|-----------------|
|  | OIC                        | RR ENGR            | PROJ Admin        | SR ENGR           | CM Manager        | OSR                 | PROJ COOR          | SR TECH           |                 |
| <b>Direct Labor Estimate:</b>            | 215                        | 175                | 162               | 142               | 150               | 135                 | 106                | 95                |                 |
| <b>1 PROJECT SETUP</b>                   |                            |                    |                   |                   |                   |                     |                    |                   | -               |
| Initial Scope Review & Assessment        | 2                          | 2                  |                   |                   |                   |                     | 2                  |                   | 6               |
| General Admin / File setup / PE Estimate |                            |                    |                   |                   |                   |                     | 4                  |                   | 4               |
| <b>2 OFFICE REVIEW</b>                   |                            |                    |                   |                   |                   |                     |                    |                   | -               |
| Detailed Engineering - Final Plan Review |                            | 24                 |                   | 48                |                   |                     |                    |                   | 72              |
| Engineering Comment Dvlpmt. & Corresp.   |                            | 6                  |                   | 10                |                   |                     |                    |                   | 16              |
| FAE Preparation / Contract Admin         |                            |                    |                   |                   |                   |                     |                    |                   | -               |
| <b>3 FIELD REVIEW</b>                    |                            |                    |                   |                   |                   |                     |                    |                   | -               |
| Pre-construction                         | 1                          |                    |                   |                   |                   | 8                   |                    |                   | 8               |
| Bridge Structure Demolition              | 11                         |                    |                   |                   |                   | 110                 |                    |                   | 110             |
| Pile Driving/Substructure & crashwall    | 19                         |                    |                   |                   |                   | 190                 |                    |                   | 190             |
| Beam Erection                            | 5                          |                    |                   |                   |                   | 50                  |                    |                   | 50              |
| Superstructure Deck & Barrier Walls      | 7                          |                    |                   |                   |                   | 70                  |                    |                   | 70              |
| CM Plan/submittal review                 |                            |                    |                   |                   | 10                | 16                  |                    |                   | 26              |
| Bi-Weekly visits as needed               | 9                          |                    |                   |                   |                   | 90                  |                    |                   | 90              |
| Final Inspection                         | 1                          |                    |                   |                   |                   | 10                  |                    |                   | 10              |
| Field Report & Documentation             |                            |                    |                   |                   |                   | 60                  |                    |                   | 60              |
| Field Report QAQC and filing             |                            |                    |                   |                   |                   |                     | 26                 |                   | 26              |
| Travel ( 51 x 3 hrs Round Trip)          |                            |                    |                   |                   |                   | 153                 |                    |                   | 153             |
| Coordination w/ MoFV Engr / RM           |                            |                    |                   |                   | 15                | 10                  |                    |                   | 25              |
| <b>4 PROJECT MGMT / REPORTING</b>        |                            |                    |                   |                   |                   |                     |                    |                   | -               |
| Project Management / Contract Admin      |                            | 24                 | 18                |                   |                   |                     | 32                 |                   | 74              |
| Cost Control & Accounting                |                            | 4                  |                   |                   |                   |                     | 8                  | 36                | 48              |
| POC File Maintenance                     |                            |                    |                   |                   |                   |                     | 10                 | 36                | 46              |
| Unifier Documentation & Review           |                            | 8                  |                   |                   |                   |                     | 12                 |                   | 20              |
| CE Closeout                              | 2                          |                    |                   |                   |                   |                     | 2                  |                   | 4               |
|  |                            |                    |                   |                   |                   |                     |                    |                   | -               |
|  |                            |                    |                   |                   |                   |                     |                    |                   | -               |
|  |                            |                    |                   |                   |                   |                     |                    |                   | -               |
|  |                            |                    |                   |                   |                   |                     |                    |                   | -               |
|  |                            |                    |                   |                   |                   |                     |                    |                   | -               |
| <b>Manhour Totals:</b>                   | 4                          | 68                 | 18                | 58                | 25                | 767                 | 96                 | 72                | <b>1108</b>     |
| Hourly Payroll Rate:                     | \$0.00                     | \$0.00             | \$0.00            | \$0.00            | \$0.00            | \$0.00              | \$0.00             | \$0.00            |                 |
| Direct Labor:                            | \$0.00                     | \$0.00             | \$0.00            | \$0.00            | \$0.00            | \$0.00              | \$0.00             | \$0.00            |                 |
| Overhead Multiplier (excluding fees):    | 0.000                      | 0.000              | 0.000             | 0.000             | 0.000             | 0.000               | 0.000              | 0.000             |                 |
| Unit Billing Rate (including fees):      | \$215.00                   | \$175.00           | \$162.00          | \$142.00          | \$150.00          | \$135.00            | \$106.00           | \$95.00           |                 |
| <b>TOTAL DL + OH:</b>                    | <b>\$860.00</b>            | <b>\$11,900.00</b> | <b>\$2,916.00</b> | <b>\$8,236.00</b> | <b>\$3,750.00</b> | <b>\$103,545.00</b> | <b>\$10,176.00</b> | <b>\$6,840.00</b> | <b>\$17,016</b> |

| Direct Non-Salary Cost (DNSS) Estimate: |  |  | UNITS | UNIT COST | ITEM COST      |            |
|---|--|--|-------|-----------|----------------|------------|
| Travel (51 @ 150 miles RT)              |  |  | 7,650 | \$0.700   | 5,355.00       | \$7,650.00 |
| Air Fare, per airline ticket            |  |  | 0     | \$500.00  | 0.00           |            |
| Ground Transport, per vehicle-trip      |  |  | 0     | \$30.00   | 0.00           |            |
| Meals, per person per day               |  |  | 0     | \$55.00   | 0.00           |            |
| Lodging, per room-night                 |  |  | 0     | \$125.00  | 0.00           |            |
| Reproduction                            |  |  | 0     | \$100.00  | 0.00           |            |
| Blackline or Blueline Prints, per sheet |  |  | 0     | \$0.80    | 0.00           |            |
| Photographs                             |  |  | 1     | \$12.00   | 12.00          |            |
| Postage - Miscellaneous                 |  |  | 1     | \$75.00   | 75.00          |            |
| other (describe):                       |  |  | 0     |           | 0.00           |            |
| other (describe):                       |  |  | 0     |           | 0.00           |            |
| other (describe):                       |  |  | 0     |           | 0.00           |            |
|   |  |  | 0     |           | 0.00           |            |
| <b>TOTAL DNSS:</b>                      |  |  |       |           | <b>\$5,442</b> |            |

| Subconsultant Estimate: |  | SUBS W/O MARKUP         |            |               | SUBS WITH MARKUP       |            |               |
|-------------------------|--|-------------------------|------------|---------------|------------------------|------------|---------------|
|                         |  | UNITS                   | UNIT COST* | ITEM COST     | UNITS                  | UNIT COST* | ITEM COST     |
| Sub A (name)            |  |                         |            | 0.00          |                        |            | 0.00          |
| Sub B (name)            |  |                         |            | 0.00          |                        |            | 0.00          |
| Sub C (name)            |  |                         |            | 0.00          |                        |            | 0.00          |
| Sub D (name)            |  |                         |            | 0.00          |                        |            | 0.00          |
|                         |  | <b>SUBS w/o MARKUP:</b> |            | <b>\$0.00</b> | <b>SUBS w/ MARKUP:</b> |            | <b>\$0.00</b> |

|                       |                  |
|-----------------------|------------------|
| <b>Summary</b>        |                  |
| <b>TOTAL DL + OH:</b> | <b>\$148,223</b> |
| <b>TOTAL DNSS:</b>    | <b>\$5,442</b>   |
| <b>Grand Total:</b>   | <b>\$153,665</b> |

\* - rates are suggested; modify as needed



Letter of Justification for \$5M & \$10M RPL Insurance

1590 Marietta Blvd NW  
Atlanta, GA 30318

October 28, 2021

Mrs. Jill L. Franks  
State Railroad Liaison Engineer  
Georgia Department of Transportation  
Office of Utilities – 10th Floor  
600 W. Peachtree Street NW  
Atlanta, GA 30308

Subject: **Request for increase of Railroad Protective Liability Insurance, Valdosta, Lowndes County, GA: Old Quitman RD bridge replacement over CSXT; 637487Y, Thomasville Sub, AN-655.02; PI No. 0015614; OP# GA2495**


Dear Mrs. Franks,

CSXT is requiring Railroad Protective Liability Insurance in the amount of \$5,000,000 per occurrence, \$10,000,000 aggregate for the aforementioned project. These limits for FHWA-funded projects are currently permissible under 23 C.F.R. 646.111(b) which states, in part, "...In cases involving real and demonstrable danger of appreciably higher risks, higher dollar amounts of coverage for which premiums will be reimbursed from Federal funds shall be allowed."

The current train traffic on the Thomasville subdivision during a typical day through the limits of this project is one (1) move per day at a maximum authorized speed of 40 MPH with no passenger service. This represents an average of zero (0) day through trains, zero (0) night through trains, and one (1) switching train.

CSX feels the presence of this volume of local, as well as switching trains operating in this corridor, meets the qualifications for the requested increase in Railroad Protective Liability Insurance.

Sincerely,

  
Todd Allton *For: T. Allton*  
Project Manager II - Public Projects

cc: [Insurancedocuments@csx.com](mailto:Insurancedocuments@csx.com)





## **Increased Railroad Protective Liability Insurance Limits.**

It has been over 30 years since the Federal Highway Administration (FHWA), in 1980, established the reimbursement eligibility of basic RPL coverage with limits of \$2,000,000 million per occurrence, \$6,000,000 million aggregate on FHWA-funded projects. Recognizing that railroads' operating costs have increased dramatically since 1980, FHWA has implemented many new and revised regulatory provisions that have expanded the scope and raised the levels of reimbursable costs under Federal regulations and, specifically, Title 23. Nevertheless, FHWA has to date not increased the basic RPL limits to account for equally dramatic increases in railroads' risk exposure over this same period.

An adjustment to the basic RPL limits for FHWA-funded projects is currently permissible under 23 C.F.R. 646.111(b) which states, in part, "...In cases involving real and demonstrable danger of appreciably higher risks, higher dollar amounts of coverage for which premiums will be reimbursed from Federal funds shall be allowed." Further FHWA guidance provides that in determining whether higher coverage limits are necessary, consideration should be given to the size of the project, the amount and type of railroad traffic passing through the project area, and the volume of traffic generated by the contractor's activities.

This project involves the GDOT contractor using heavy equipment on or near railroad right of way and adjacent to active railroad tracks. This line segment moves all types of freight and there are no restrictions on the movement of hazardous material via this route.

The proposed activities at this project work site have a real and demonstrable danger of appreciably higher risks as a result of an event. These risks include, but are not limited to an event causing derailment of a train, damage to one or more locomotives, damage to one or more railroad cars and their cargo, damages to private or public property, damage to contractor equipment, the project work, construction material, and damage to private or public property. In addition to the potential for damage to property an event could cause injury or death to one or more railroad employees, contractor employees, state employees and the general public.

The following factors directly influence the potential cost of an incident involving railroad property or operations on a construction project, and illustrate the dramatic increase in risk exposure since FHWA established the basic RPL limits:

- The value of goods typically carried by railroads generally mirrors the state of the national economy as reflected in the Consumer Price Index (CPI), which has increased nearly 300 percent since 1980.
- The Railroad Cost Recovery Index (RCR), which measures railroad inflation in much the same manner as the CPI (i.e. by measuring changes in the price levels of inputs to railroad operations such as wages, fuel, materials and other operating expenses) has increased almost 340% since 1980.
- The railroad industry's actual operating expenses tripled between 1975 and 2011.
- The average cost of a railroad freight car in 1975 was \$17,163. By 2010, that cost had more than quadrupled to \$75,422.
- The average cost of a new diesel locomotive in 1975 was \$250,000. The cost today is over \$2,000,000 per locomotive. A new GenSet locomotive is approximately six times more expensive than the cost of a traditional diesel locomotive in rebuilt condition.
- The average railroad worker earned \$15,324 in 1975. As of 2011, that figure had risen to \$76,667.
- Virtually all rail lines carry or, over the course of a project's construction, will carry some sort of cargo that is deemed to be "hazardous".

As is evident from this data, the dollar amount of damages from possible events could be \$5,000,000 or higher for a single event and therefore it is appropriate for CSXT to require RPL insurance with dollar amounts of at least \$5,000,000 per occurrence and \$10,000,000 aggregate. Without adequate RPL coverage levels, CSXT will routinely be exposed to substantial economic losses resulting from construction projects or other actions undertaken by outside parties or agencies and involving work on, over, beneath or near CSXT property that generally is of no direct benefit to CSXT.

Consequently and in light of the facts set forth above, as well as supporting documentation that is routinely available within the insurance industry further substantiating the need for increased levels of RPL coverage, CSXT remains firm in its position that increased levels of RPL are justified and permissible under the provisions of 23 C.F.R. 646.111(b).

Date: April 24, 2025  
Revised: Sept. 3, 2025

DEPARTMENT OF TRANSPORTATION  
STATE OF GEORGIA

PI No. 0015614, Lowndes County

**CSX Transportation, Inc.**  
Railroad PE File No. GA2495

SPECIAL PROVISION FOR PROTECTION OF RAILWAY INTERESTS

Bridge replacement project along CR 136/Old Quitman Road over CSX Transportation, Inc., near the City of Valdosta, Lowndes County, Georgia. The work will require construction activities within the right of way of the Railroad at RR inv. No. 637487Y, RRMP AN-655.02. The average train movement through this area is approximately 1 train per day at typical speeds of 40 mph. There are no passenger trains at this location.

1. AUTHORITY OF RAILROAD ENGINEER AND HIGHWAY ENGINEER:

The authorized representative of the Railroad, hereinafter referred to as Railroad Engineer, shall have final authority in all matters affecting the safe maintenance of Railroad traffic and facilities including the adequacy of the foundations and structures supporting the railroad tracks and the necessity for flagging during construction.

The authorized representative of the Chief Engineer, hereinafter referred to as the Highway Engineer, shall have authority over all other matters as prescribed herein and in the Department's Standard Specifications, current edition at the time of the project let date.

2. NOTICE OF STARTING WORK:

A. The Contractor shall not commence any work on Railroad right-of-way until it has complied with the following conditions:

- (1) Given the Railroad written notice, with copy to the Department, at the addresses shown below and to the Highway Engineer who has been designated to be in charge of the work, at least 30 days in advance of the date proposed to begin work on Railroad right-of-way. If flagging is required, it may take up to 30 days to obtain flagging from the Railroad and no work shall be undertaken until flagging is present at the job site.

Victoria Matts, Project Manager  
STV  
Consultant for CSX Transportation, Inc.  
4345 South Point Blvd, Suite 200  
Jacksonville, FL 32216

State Utilities Engineer  
Georgia Department of Transportation  
One Georgia Center 10<sup>th</sup> Floor  
600 West Peachtree Street NW  
Atlanta, Georgia 30308

SPECIAL PROVISION FOR PROTECTION OF RAILWAY INTERESTS

Cell: 904-651-0902  
[Victoria.Matts@stvinc.com](mailto:Victoria.Matts@stvinc.com)

AND

James A. Schonk, PE – Project Manager  
STV  
Consultant for CSX Transportation, Inc.  
4345 South Point Blvd, Suite 200  
Jacksonville, FL 32216  
Cell: 904-445-9894  
[James.Schonk@stvinc.com](mailto:James.Schonk@stvinc.com)

- (2) Obtained written authorization from the Railroad to begin work on Railroad right-of-way. Such authorization may include an outline of specific and general conditions with which the Contractor must comply, including but not limited to obtaining a Right of Entry.
  - (3) Obtained written approval from the Railroad of railroad protective and general liability insurance coverage as required by paragraph 11 herein.
  - (4) Furnished a schedule for all work within the Railroad right-of-way as required by paragraph 6 B (1) herein.
- B. The Railroad's written authorization to proceed with the work shall include the names, addresses, and telephone numbers of the Railroad's representatives who are to be notified as hereinafter required. Where more than one representative is designated, area of responsibility of each representative shall be specified.
3. INTERFERENCE WITH RAILROAD OPERATIONS AND PROPERTY:
- A. The Contractor shall so arrange and conduct its work that there will be no interference with Railroad operations, including train, signal, and communication services, or damage to the facilities or property of the Railroad or tenants on the right-of-way of the Railroad. Whenever work is liable to affect such operations, safety, facilities, or property, the method of doing such work shall first be submitted to the Railroad Engineer for review and approval, but such approval shall not relieve the Contractor from liability. Any work to be performed by the Contractor which requires flagging and inspection by the Railroad shall be deferred by the Contractor until the flagging and inspection required by the Railroad is available at the job site.
  - B. Whenever work within Railroad right-of-way is of such a nature that impediment to Railroad operations such as use of runaround or detour tracks or necessity for reduced speed is unavoidable, the Contractor shall schedule and conduct its operations so that such impediment is reduced to the absolute minimum.

SPECIAL PROVISION FOR PROTECTION OF RAILWAY INTERESTS

- C. Should conditions arising from, or in connection with the work, require that immediate and unusual provisions be made to protect operations, facilities, and property of the Railroad, the Contractor shall make such provisions. If in the judgement of the Railroad Engineer, or in his absence, the Highway Engineer, such provision is insufficient, either may require or make such provisions as he deems necessary. In any event, such unusual provisions shall be at the Contractor's expense and without cost to the Railroad or the Department.

4. CONSTRUCTION PROCEDURES:

A. General:

Construction work and operations by the Contractor on Railroad right-of-way, or property, shall be:

- (1) Subject to the inspection and approval of the Railroad.
- (2) In accord with the Railroad's most current version prior to project final plans approval by Railroad of *Public Project Information For Construction and Improvement Projects That May Involve the Railroad* and additional written outline of specific conditions if provided by the Railroad.
- (3) In accord with the Railroad's general rules, regulations, and requirements including those relating to safety, fall protection, and personal protective equipment. Safety guidelines are given in paragraph 10 herein.
- (4) In accord with this special provision and Railroad Special Provision.

B. Track Clearances:

The minimum track clearances to be maintained by the Contractor during construction are shown on the highway project plans and included in project special provisions or other contract documents. Clearances less than these will not be permitted unless specifically authorized by the Railroad Engineer. If minimum clearances are not stated in project plans and or contract documents, then such clearances shall be specified by the Railroad Engineer.

C. Temporary Excavation:

The subgrade of an operated track shall be maintained with edge of berm at least 10 feet from centerline of track and not more than 24 inches below top of rail. The Contractor will not be required to make existing section meet this specification if the existing section is substandard, in which case the existing section will be maintained.

D. Excavation for Structures:

The Contractor will be required to take special precaution and care in connection with excavating and shoring pits for construction of bridges, walls, footings,

## SPECIAL PROVISION FOR PROTECTION OF RAILWAY INTERESTS

drainage pipes or structures under or adjacent to tracks, and any other structures or construction, including the driving of piles or sheeting, adjacent to tracks to provide adequate lateral and vertical support for the tracks and the loads which they carry, without disturbance of track alignment and surface, and to avoid obstructing track clearances with working equipment, tools or other material. The procedure for doing such work, including need of and plans for excavation and shoring, shall first be approved by the Railroad Engineer, but such approval shall not relieve the Contractor from liability. Before submission of plans to the Railroad Engineer for approval, such plans shall first be reviewed by the Department's Office of Bridge and Structural Design. Shoring plans submitted must be prepared, signed and sealed by a Registered Professional Engineer in the state of Georgia.

### E. Demolition, Erection, Hoisting:

- (1) Railroad tracks and other railroad property must be protected from damage during the procedure.
- (2) The contractor is required to submit a plan showing the location of cranes, horizontally and vertically, operating radii, with delivery or disposal locations shown. The location of all tracks and other railroad facilities as well as all obstructions such as wire lines, poles, adjacent structures, etc. must be shown.
- (3) Crane rating sheets showing cranes to be adequate for 150% of the actual weight of the pick. A complete set of crane charts, including crane, counterweight, and boom nomenclature is to be submitted.
- (4) Plans and computations showing the weight of the pick must be submitted. Calculations shall be made from plans of the existing and/or proposed structure showing complete and sufficient details with supporting data for the demolition or erection of the structure. If plans do not exist, lifting weights must be calculated from field measurements. The field measurements are to be made under supervision of the Registered Professional Engineer submitting the procedure and calculations.
- (5) A data sheet must be submitted listing the types, size, and arrangements of all rigging and connection equipment.
- (6) A complete procedure is to be submitted, including the order of lifts, time required for each lift, and any repositioning or re-hitching of the crane or cranes.
- (7) All erection or demolition plans, procedures, data sheets, etc. submitted must be prepared, signed and sealed by a Registered Professional Engineer in the state of Georgia.
- (8) The Railroad's representative must be present at the site during the entire demolition and erection procedure period.

SPECIAL PROVISION FOR PROTECTION OF RAILWAY INTERESTS

- (9) All procedures, plans, and calculations shall first be approved by the Highway Engineer and the Railroad Engineer, but such approval does not relieve the Contractor from liability.

F. Blasting:

- (1) The Contractor shall obtain advance approval from the Railroad Engineer and the Highway Engineer for use of explosives on or adjacent to Railroad right-of-way. The request for permission to use explosives shall include a detailed blasting plan. If permission for use of explosives is granted, the Contractor will be required to comply with the following:

- (a) Blasting shall be done with light charges under the direct supervision of a responsible officer or employee of the Contractor and a licensed blaster.
- (b) Electric detonating fuses shall not be used because of the possibility of premature explosions resulting from operation of two-way train radios.
- (c) No blasting shall be done without the presence of an authorized representative of the Railroad. At least 72 hours advance notice to the person designated in the Railroad's notice of authorization to proceed (see paragraph 2B above) will be required to arrange for the presence of an authorized Railroad representative and such flagging the Railroad may require.
- (d) Have at the job site adequate equipment, labor and materials and allow sufficient time to clean up debris resulting from the blasting without delay to trains. Correction of any track misalignment or other damage to Railroad property resulting from the blasting shall be done as directed by the Railroad's authorized representative at the Contractor's expense. If its actions result in delay of trains, the Contractor shall bear the entire cost thereof.
- (e) Storage of explosives on Railroad property will not be permitted.
- (f) Furnish satisfactory evidence of XCU (explosion-collapse-underground damage) insurance coverage.

(2) The Railroad Representative will:

- (a) Determine the approximate location of trains and advise the Contractor the approximate amount of time available for the blasting operation and clean-up.
- (b) Have the authority to order discontinuance of blasting if, in its opinion, blasting is too hazardous or is not in accord with this special provision.

(3) Other Requirements:

## SPECIAL PROVISION FOR PROTECTION OF RAILWAY INTERESTS

Each Railroad has its own requirements for blasting which may include provisions in addition to the above. It is the contractor's responsibility to contact the Railroad before performing any blasting and determine and comply with these requirements. The Contractor shall handle all matters relating to blasting with the Railroad and pay for all costs involved.

### G. Maintenance and Repair of Railroad Facilities:

- (1) The Contractor will maintain all ditches and drainage structures free of silt or other obstructions which may result from its operations and provide and maintain any erosion control measures as required by Highway Project plans and contract documents. The Contractor will promptly repair eroded areas within Railroad right-of-way.
- (2) The Contractor will also repair, or cause to be repaired, any other damage to the property or facilities of the Railroad or its tenants.
- (3) All such maintenance and repair of damages due to the Contractor's operations shall be done at the Contractor's expense.

### H. Storage of Materials and Equipment:

Materials and equipment shall not be stored where they will interfere with Railroad operations, nor on the rights-of-way of the Railroad without first having obtained permission from the Railroad Engineer, and such permission will be with the understanding that the Railroad will not be liable for damage to such material and equipment from any cause and that the Railroad Engineer may move or require the Contractor to move, at the Contractor's expense, such material and equipment. All grading or construction machinery that is left parked unattended near the track or on the Railroad right-of-way shall be effectively immobilized so that it cannot be moved by unauthorized persons. Safety guidelines are given in paragraph 10 herein.

### I. Cleanup:

Upon completion of the work, the Contractor shall remove from within the limits of the Railroad right-of-way, all machinery, equipment, surplus materials, falsework, temporary erosion measures, rubbish or temporary buildings of the Contractor, and leave said right-of-way in a neat condition satisfactory to the Chief Engineer of the Railroad or his authorized representative.

### 5. DAMAGES:

- A. The Contractor shall assume all liability for any and all damages to its work, employees, servants, equipment and materials caused by Railroad traffic.

SPECIAL PROVISION FOR PROTECTION OF RAILWAY INTERESTS

- B. Any cost incurred by the Railroad for repairing damages to its property or to property of its tenants, caused by or resulting from the operations of the Contractor, shall be paid directly to the Railroad by the Contractor.

6. FLAGGING SERVICES:

A. When Required

Under the terms of the agreement between the Department and the Railroad, the Railroad has sole authority to determine the need for flagging required to protect its operations and facilities. In general, the requirements for flagging will be whenever the Contractor's personnel or equipment are, or are likely to be, working on the Railroad's right-of-way, or within distances as may be specified by Railroad's authorized representative, or across, over, adjacent to, or under a track, or when such work has disturbed or is likely to disturb a railroad structure or the railroad roadbed or surface and alignment of any track to such extent that the movement of trains must be controlled by flagging. These requirements include situations where a crane, or other piece of equipment, is located such that its boom, or extremity, could move and pass within 20 feet of the centerline of a track or within a distance as may otherwise be specified by Railroad's authorized representative. Safety guidelines are given in paragraph 10 herein. **Normally the Railroad will assign one flagman to a project, based on an 8 hour workday and 40 hour workweek, but in some cases more than one may be necessary.**

B. Scheduling and Notification

- (1) Not later than the time that approval is initially requested to begin work on Railroad right-of-way, Contractor shall furnish to the Railroad and the Department a schedule for all work required to complete the portion of the project within Railroad right-of-way.
- (2) The Contractor will be required to give the Railroad representative at least 30 days of advance notice of intent to begin work within Railroad right-of-way in accordance with paragraph 2.A.(1) of this special provision. Once begun, when such work is then suspended at any time, or for any reason, the Contractor will be required to give the Railroad representative at least 3 working days of advance notice before resuming work on Railroad right-of-way. Such notices shall include sufficient details of the proposed work to enable the Railroad representative to determine if flagging will be required. If such notice is in writing, the contractor shall furnish the Highway Engineer a copy; if notice is given verbally it shall be confirmed in writing with copy to the Highway Engineer. If flagging is required, no work shall be undertaken until the flagman is, or flagmen are, present at the job site. It may take up to 30 days to obtain flagging initially from the Railroad. When flagging begins, the flagman is usually assigned by the Railroad to work at the project site on a continual basis until no longer needed and cannot be called for on a spot basis. If flagging becomes unnecessary and is suspended, it may take up to 30 days to again obtain flagging from the Railroad. Due to Railroad practices, in



## SPECIAL PROVISION FOR PROTECTION OF RAILWAY INTERESTS

some cases it may be necessary to give 6 days notice before flagging service may be discontinued and payment stopped.

- (3) If, after the flagman is assigned to the project site, unusual circumstances or conditions arise which require the flagman's presence elsewhere, then the Contractor shall delay work on Railroad right-of-way until such time as the flagman is again available. Any additional costs incurred by the Contractor resulting from such delays shall be the sole responsibility of the Contractor.

### C. Payment

- (1) **The Contractor will be responsible for paying the Railroad directly for any and all costs of flagging which may be required to accomplish the construction. The Contractor shall not delegate this responsibility to any subcontractor or any other party.** The Department will not reimburse the Railroad for any costs of the flagging which is required by the Contractor's work. The cost of flagging service is approximately **\$243.75** per hour or **\$1950.00** per day based on an 8-hour work day and 40-hour work week. This cost includes the base pay for the flagman, overhead, and generally includes travel expenses, meals, lodging, equipment, etc. The charge to the Contractor by the Railroad will be the actual cost based on the rate of pay for the Railroad's employees who are available for flagging service at the time the service is required. Work by a flagman in excess of 8 hours per day and 40 hours per week may result in overtime pay at 1 ½ time the appropriate rate. Also, certain unusual conditions may arise which may result in overtime pay at 2 times the appropriate rate. Railroad work involved in preparing and handling bills may also be charged to the Contractor. Charges to the Contractor by the Railroad shall be in accordance with Federal-Aid Highway billing procedures and requirements as contained in applicable provisions of Part 140, Subpart I, and Part 646, Subpart B, of Title 23, Highways, of the Code of Federal Regulations, current edition, and shall further be on the same basis as the Department would be billed by the Railroad if the Department was paying for the charges.
- (2) The Contractor shall make advance deposit of funds based on estimate of the cost of protective flagging or other services as determined by the Railroad. The cost for Railroad services shall then be assessed by the Railroad against this advanced deposit. Upon completion of the Project, any unused funding will be returned to the Contractor. If the Railroad's cost exceeds the advance deposit(s), a request will be made to the Contractor for additional funds or an invoice will be issued to the Contractor for final payment. The Contractor shall remit payment to the Railroad within thirty (30) days of receipt of either a request for additional funds or an invoice.

### D. Verification

- (1) The Contractor will review and sign the Railroad flagman's semi-monthly

SPECIAL PROVISION FOR PROTECTION OF RAILWAY INTERESTS

time sheet, or other similar documentation, attesting that the flagman was present during the time recorded.

- (2) The Railroad flagman assigned to the project will be responsible for notifying the Highway Engineer upon arrival at the job site on the first day (or as soon thereafter as possible) that flagging services begin and on the last day that he performs such services for each separate period that services are provided. The Highway Engineer will document such notification in the project records. When requested, the Highway Engineer will also sign the flagman's time sheets showing daily time spent at the project site.

7. TRANSPORTING MATERIALS AND EQUIPMENT ACROSS TRACKS:

Any existing or temporary grade crossings, work mats, or other means needed during construction by the Contractor for transporting materials of any nature or equipment across railroad tracks or property of Railroad will be the responsibility of the Contractor to handle directly with the Railroad and to make all necessary arrangements and to obtain all required approvals. The Contractor may be required to execute a written agreement with the Railroad to cover such matters and appropriate time should be allowed for the preparation and handling of such agreement. The Contractor will be required to bear all costs incidental to such matters including but not limited to watching and flagging services by Railroad personnel, Right of Entry Agreements or Private Crossing Agreement. Agreement extensions may require additional payment. Safety guidelines are given in paragraph 10 herein.

8. WORK FOR THE BENEFIT OF THE CONTRACTOR:

- A. All temporary or permanent changes in wire lines or other facilities which are considered necessary to the project are shown on the plans; included in the force account agreement between the Department and the Railroad; or will be covered by appropriate revisions to same which will be initiated and approved by the Department and the Railroad.
- B. Should the Contractor desire any changes in addition to the above, then it shall make separate arrangements with the Railroad for same to be accomplished, including any required flagging service, at the Contractor's expense.

9. COOPERATION AND DELAYS

- A. It shall be the Contractor's responsibility to arrange a schedule with the Railroad for accomplishing stage construction involving work by the Railroad or tenants of the Railroad. In arranging the schedule the contractor shall ascertain, from the Railroad, the lead time required for assembling crews and materials and shall make due allowance therefore.
- B. No charge or claims of the Contractor against either the Department or the Railroad will be allowed for hindrance or delay on account of railway traffic,

## SPECIAL PROVISION FOR PROTECTION OF RAILWAY INTERESTS

any work performed or to be performed by the Railroad, or other delay incident to or necessary for safe maintenance of railway traffic and facilities, or for any delays due to compliance with this special provision.

### 10. SAFETY GUIDELINES:

#### A. Guidelines for Personnel on Railroad Right-of-Way

- (1) All persons shall wear hard hats. Appropriate eye and hearing protection must be used. Working in shorts is prohibited. Shirts must cover shoulders, back and abdomen. Working in tennis or jogging shoes, sandals, boots with high heels, cowboy and other slip-on type boots is prohibited. Hard-sole, lace-up footwear, zippered boots or boots cinched up with straps which fit snugly about the ankle are adequate. Safety boots are strongly recommended.
- (2) No one is allowed within 25 feet of the centerline of track without specific authorization from the flagman.
- (3) All persons working near track while train is passing are to look out for dragging bands, chains and protruding or shifted cargo.
- (4) No one is allowed to cross tracks without specific authorization from flagman.
- (5) All welders and cutting torches working within 25 feet of the track must stop when train is passing.
- (6) No steel tape or chain will be allowed to cross or touch rails without permission.

#### B. Guidelines for Equipment on Railroad Right-of-Way

- (1) No crane or boom equipment will be allowed to set up to work or park within boom distance plus 15 feet of the centerline of track without specific permission from railroad official and flagman.
- (2) No crane or boom equipment will be allowed to foul track or lift a load over the track without flag protection and track time.
- (3) All employees will stay with their machines when crane or boom equipment is pointed toward track.
- (4) All cranes and boom equipment under load will stop work while train is passing (including pile driving).
- (5) Swinging loads must be secured to prevent movement while train is passing.

SPECIAL PROVISION FOR PROTECTION OF RAILWAY INTERESTS

- (6) No loads will be suspended above a moving train.
- (7) No equipment will be allowed within 25 feet of centerline of track without specific authorization of the flagman.
- (8) Trucks, tractors or any equipment will not touch ballast line without specific permission from railroad official and flagman.
- (9) No equipment or load movement within 25 feet or above a standing train or railroad equipment without specific authorization of flagman.
- (10) All operating equipment within 25 feet of track must halt operations when a train is passing. All other operating equipment may be halted by the flagman if the flagman views the operation to be dangerous to the passing train.
- (11) All equipment, loads, and cables are prohibited from touching rails.
- (12) While clearing and grubbing, no vegetation will be removed from railroad embankment with heavy equipment without specific permission from the Railroad Engineer and flagman.
- (13) No equipment or materials will be parked or stored on Railroad's property unless specific authorization is granted from the Railroad Engineer.
- (14) All unattended equipment that is left parked on Railroad property shall be effectively immobilized so that it cannot be moved by unauthorized persons.
- (15) All cranes and boom equipment will be turned away from track after each work day or whenever unattended by an operator.

11. INSURANCE:

See Exhibit A attached.

12. FAILURE TO COMPLY:

In the event the Contractor violates or fails to comply with any of the requirements of this special provision:

- (1) The Railroad Engineer may require that the Contractor vacate Railroad right-of-way.
- (2) The Highway Engineer may withhold all monies due the Contractor on monthly statements.

Any such orders shall remain in effect until the Contractor has remedied the situation to the satisfaction of the Railroad Engineer and the Highway Engineer.

SPECIAL PROVISION FOR PROTECTION OF RAILWAY INTERESTS

13. PAYMENT FOR COST OF COMPLIANCE:

No separate payment will be made for any cost incurred on account of compliance with this special provision. All such cost shall be included in prices bid for other items of the work.

Office of Utilities

EXHIBIT A

INSURANCE REQUIREMENTS

- A. In addition to any other forms of insurance or bonds required under the terms of the contract and specifications, the Prime Contractor will be required to carry insurance of the following kinds and amounts:

Insurance Policies

Contractor, if and to the extent that either is performing work on or about CSX's property, shall procure and maintain the following insurance policies:

1. Commercial General Liability coverage at their sole cost and expense with limits of not less than \$5,000,000 in combined single limits for bodily injury and/or property damage per occurrence, and such policies shall name CSX as an additional named insured. The policy shall include endorsement ISO CG 24 17 evidencing that coverage is provided for work within 50 feet of a railroad. If such endorsement is not included, railroad protective liability insurance must be provided as described in item 4 below
2. Statutory Worker's Compensation and Employers Liability Insurance with limits of not less than \$1,000,000, which insurance must contain a waiver of subrogation against CSX and its affiliates (if permitted by state law).
3. Commercial automobile liability insurance with limits of not less than \$1,000,000 combined single limit for bodily injury and/or property damage per occurrence, and such policies shall name CSX as an additional named insured. The policy shall include endorsement ISO CA 20 70 evidencing that coverage is provided for work within 50 feet of a railroad. If such endorsement is not included, railroad protective liability insurance must be provided as described in item 4 below.
4. Railroad protective liability insurance with limits of not less than \$5,000,000 combined single limit for bodily injury and/ or property damage per occurrence and an aggregate annual limit of \$10,000,000, which insurance shall satisfy the following additional requirements:
  - a. The Railroad Protective Insurance Policy must be on the ISO/RIMA Form of Railroad Protective Insurance - Insurance Services Office (ISO) Form CG 00 35.
  - b. CSX Transportation must be the named insured on the Railroad Protective Insurance Policy.
  - c. Name and Address of Contractor and Agency must appear on the Declarations page.
  - d. Description of operations must appear on the Declarations page and must match the Project description.
  - e. Authorized endorsements must include the Pollution Exclusion Amendment - CG 28 31, unless using form CG 00 35 version 96 and later.
  - f. Authorized endorsements may include:
    - (i) Broad Form Nuclear Exclusion – IL 0021
    - (ii) 30-day Advance Notice of Non-renewal or cancellation

SPECIAL PROVISION FOR PROTECTION OF RAILWAY INTERESTS

- (iii) Required State Cancellation Endorsement
- (iv) Quick Reference or Index – CL/IL 240
- g. Authorized endorsements may not include:
  - (i) A Pollution Exclusion Endorsement except CG 28 31
  - (ii) A Punitive or Exemplary Damages Exclusion
  - (iii) A “Common Policy Conditions” Endorsement
  - (iv) Any endorsement that is not named in Section 4 (e) or (f) above.
  - (v) Policies that contain any type of deductible

5. All insurance companies must be A. M. Best rated A- and Class VII or better

6. The CSX OP number or CSX contract number, as applicable, must appear on each Declarations page and/or certificates of insurance.

7. Such additional or different insurance as CSX may require.

B. Additional Terms

1. Contractor must submit the complete Railroad Protective Liability policy, Certificates of Insurance and all notices and correspondence regarding the insurance policies in an electronic format to:

Victoria Matts & Chris Simmons  
STV  
[Victoria.Matts@stvinc.com](mailto:Victoria.Matts@stvinc.com)  
[Christopher.Simmons@stvinc.com](mailto:Christopher.Simmons@stvinc.com)

With paper copy to:

State Utilities Engineer  
Georgia Department of Transportation  
One Georgia Center 10<sup>th</sup> Floor  
600 West Peachtree Street NW  
Atlanta, Georgia 30308

2. Neither Agency nor its Designee may begin work on or about CSX property until written approval of the required insurance has been received from CSX or CSX’s Insurance Compliance vendor, Ebix.

**DEPARTMENT OF TRANSPORTATION  
STATE OF GEORGIA**

**SPECIAL PROVISION**

**P. I. No: 0015614  
County: Lowndes**

**Section 205—Roadway Excavation**

---

*Retain Sub-section 205.2 and add the following:*

**205.2.01.B Waste Disposal Areas**

Soil that is excavated on CSX Transportation right of way shall not be removed from the property without permission from a CSX Transportation representative. Contractor will be responsible for any needed stockpiling and handling of the soil while on CSX Transportation property and keeping the stockpiles soil in place. Existing BMP line items will be used to pay for the necessary erosion control. Also, any excess soil that is not re-used within CSX Transportation right of way shall be tested by a CSX Transportation representative in accordance with CSX Transportation soil and water management policy. Contractor would then load and transport excess soil to WM Evergreen Landfill, Valdosta, GA, the permitted lined municipal soil waste landfill approved by CSX Transportation.

**205.5 Payment**

Payment for this Item, complete and accepted, will be made at the Contract Unit Price Per Cubic Yard (meter). Payment will be full compensation for hauling all materials, labor, tools, equipment, and incidentals necessary to complete the Item satisfactorily, excluding the landfill fee.

Payment will be made under:

|                  |                            |                |
|------------------|----------------------------|----------------|
| Item No 205-1001 | Removal of Soil - Railroad | Per Cubic Yard |
|------------------|----------------------------|----------------|





**Russell R. McMurry, P.E., Commissioner**  
One Georgia Center  
600 West Peachtree Street, NW  
Atlanta, GA 30308  
(404) 631-1000 Main Office

September 23, 2025

Chairman Bill Slaughter  
Attn: Belinda Lovern, County Clerk  
Lowndes County  
327 N. Ashley St (3<sup>rd</sup> Floor)  
Valdosta, Georgia 31601

**SUBJECT: Agreement for Signature**

PI No. 0015614, Lowndes County  
RR File #: GA2495, Inv. #: 637487Y, RRMP AN-655.02  
Near Valdosta, Georgia  
CR 136/OLD Quitman Road @ CSX #637487Y 6 MI W. of Valdosta

Dear Chairperson Slaughter:

Attached is an undated force account agreement, in PDF format, between CSX Transportation Inc., Lowndes County and the Department of Transportation supported by an estimate in the amount of **\$315,545.00** of which the Department will bear 100 percent. This project is proposing to replace the CR 136/Old Quitman bridge over the tracks of CSX Transportation Inc., near Valdosta, Georgia. Do not date the agreement; it will be dated by the Department upon execution on behalf of the Department.

The County is being asked to sign the agreement because this project is located on a local road and the County needs to acknowledge that they will take over the maintenance of the bridge crossing after the project construction is completed. **Please note that due to the passage of House Bill 87 in the 2011 Georgia General Assembly, it is now a requirement for you to complete the Immigration Compliance Affidavit included in the attached agreement.** If the agreement meets with your approval, it will be appreciated if you will **print 4 copies and handle for execution as originals** on behalf of the County and return all counterparts to this office for further processing. In connection with the execution of the agreement, please be sure to have a witness to the signature. You will find a resolution attached. You can use the attached resolution or you can create your own version.

After the agreement is executed by all parties, it will be held by this office until the project has been awarded to a construction contract. We will then notify you of the award and return an executed original of the agreement.

This project is currently scheduled to be in our November 2025 letting.

You may contact Jill Franks or Noble Rogers if further information is needed at 404-631-1370/1372 or by mail addressed to Georgia Department of Transportation, Office of Utilities, 600 W. Peachtree St. NW, 10<sup>th</sup> Floor, Atlanta, Georgia 30308 or by e-mail at [jfranks@dot.ga.gov](mailto:jfranks@dot.ga.gov) or [nrogers@dot.ga.gov](mailto:nrogers@dot.ga.gov).

Sincerely,



Noble A. Rogers III  
Assistant State Railroad Coordinator

For: Nicholas Fields  
State Utilities Administrator

NF:JLF:nr

Enclosure: agreement package

cc: Kimberly Nesbitt, State Program Delivery Administrator  
Attn: Victor Gill, Project Manager  
Theo Parker, District 4 Utilities Manager  
Donn Digamon, State Bridge Engineer

LOWNDES COUNTY BOARD OF COMMISSIONERS  
COMMISSION AGENDA ITEM

SUBJECT: Acceptance of Infrastructure for The Landings Phase IV

DATE OF MEETING: October 14, 2025

Work  
Session/Regular  
Session

BUDGET IMPACT: N/A

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: Acceptance of The Landings Phase IV Infrastructure

HISTORY, FACTS AND ISSUES: The Landings Phase IV is located off of Val Del Road and includes 52 residential lots. All construction and paperwork have been completed. Engineering and Utilities staff have conducted the final inspection of the construction. The developer has requested Lowndes County to accept the infrastructure, which includes the roads and right of ways, stormwater infrastructure, and utilities infrastructure.

OPTIONS: 1. Adopt the Resolution accepting infrastructure for The Landings Phase IV.  
2. Redirect.

RECOMMENDED ACTION: Approve

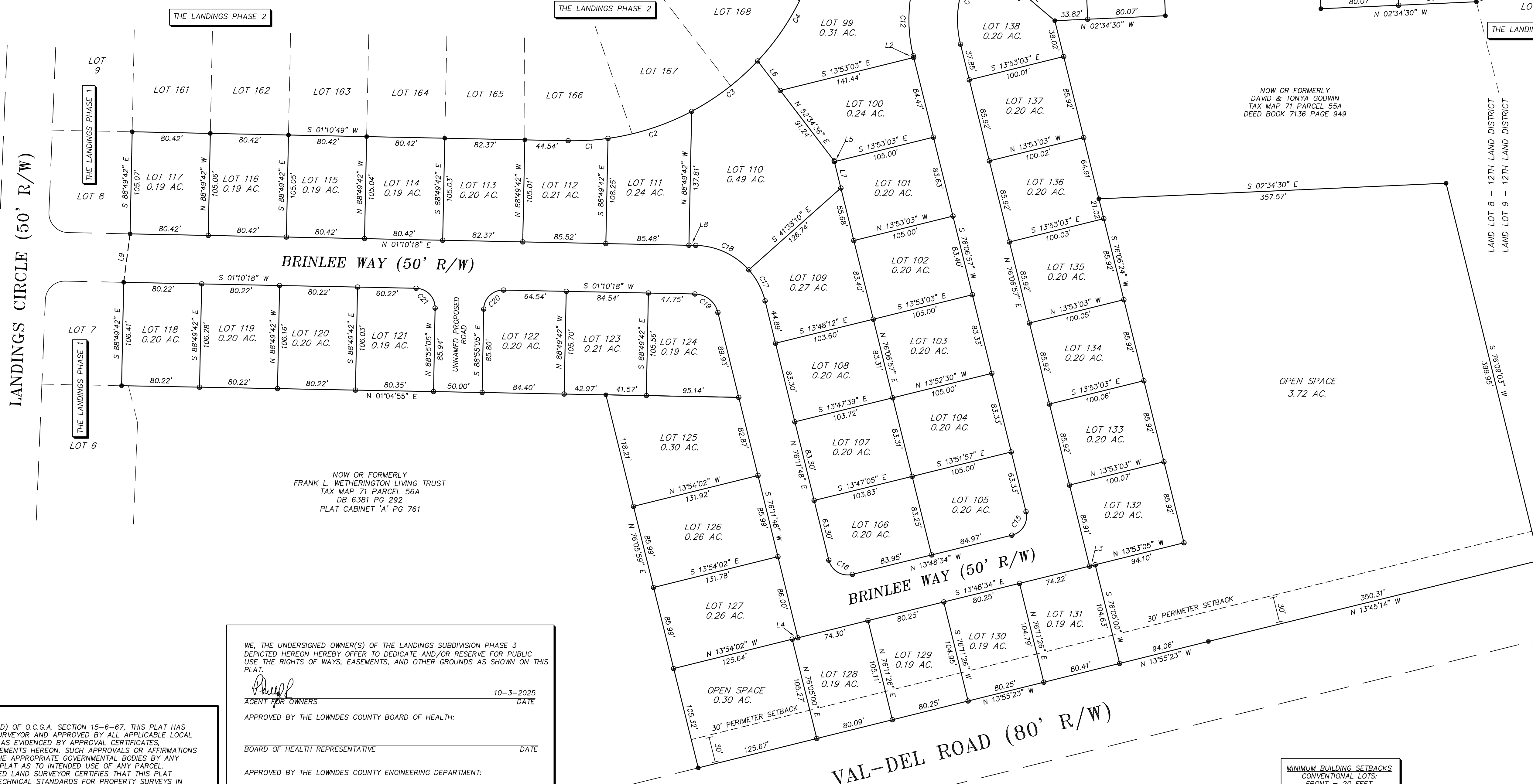
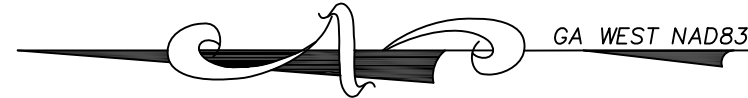
DEPARTMENT: Engineering

DEPARTMENT HEAD: Chad McLeod

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

| CURVE | RADIUS  | ARC LENGTH | CHORD LENGTH | CHORD BEARING | DELTA ANGLE |
|-------|---------|------------|--------------|---------------|-------------|
| C1    | 260.00' | 41.15'     | 41.11'       | S 03°21'14" E | 97°40'27"   |
| C2    | 260.00' | 90.91'     | 90.45'       | S 17°54'18" E | 202°02'11"  |
| C3    | 260.00' | 85.85'     | 85.46'       | S 37°22'52" E | 18°55'07"   |
| C4    | 260.00' | 116.52'    | 115.55'      | S 59°40'45" E | 25°40'39"   |
| C5    | 260.00' | 10.93'     | 10.93'       | S 73°43'21" E | 2°24'35"    |
| C6    | 260.02' | 112.05'    | 111.18'      | S 62°34'57" E | 24°41'24"   |
| C7    | 260.02' | 122.32'    | 121.20'      | S 36°45'37" E | 26°57'16"   |
| C8    | 260.02' | 87.05'     | 86.64'       | S 13°41'33" E | 19°10'53"   |
| C9    | 155.00' | 54.68'     | 54.39'       | N 12°34'46" W | 201°24'40"  |
| C10   | 155.00' | 73.76'     | 73.06'       | N 36°19'03" W | 27°15'53"   |
| C11   | 155.00' | 73.76'     | 73.06'       | N 63°34'56" W | 27°15'53"   |
| C12   | 155.00' | 72.15'     | 71.50'       | S 89°27'02" W | 26°40'11"   |
| C13   | 105.00' | 90.43'     | 87.66'       | S 27°08'50" E | 49°20'48"   |
| C14   | 105.00' | 95.41'     | 92.16'       | S 77°51'08" E | 52°03'50"   |
| C15   | 70.00'  | 31.44'     | 28.30'       | N 58°50'49" W | 92°04'59"   |
| C16   | 20.00'  | 31.42'     | 28.29'       | N 31°11'37" E | 90°00'22"   |
| C17   | 75.00'  | 36.43'     | 36.08'       | N 62°16'49" E | 27°49'58"   |
| C18   | 75.00'  | 61.72'     | 60.04'       | N 24°46'04" E | 47°11'59"   |
| C19   | 25.00'  | 32.74'     | 30.45'       | S 38°41'03" W | 75°01'50"   |
| C20   | 20.00'  | 31.45'     | 28.31'       | S 43°52'23" E | 90°05'23"   |
| C21   | 20.00'  | 31.38'     | 28.26'       | S 46°07'37" W | 89°54'37"   |

| LINE | BEARING       | DISTANCE |
|------|---------------|----------|
| L1   | N 02°28'26" W | 21.54'   |
| L2   | N 76°06'57" E | 1.79'    |
| L3   | N 13°48'34" W | 5.99'    |
| L4   | S 13°48'34" E | 5.99'    |
| L5   | N 76°06'57" E | 0.82'    |
| L6   | N 52°34'36" E | 38.25'   |
| L7   | N 76°06'57" E | 27.84'   |
| L8   | N 01°10'18" E | 17.08'   |
| L9   | S 82°29'11" E | 50.31'   |
| L10  | N 82°38'57" W | 50.74'   |



- NOTES**
- I CERTIFY THAT ALL MEASUREMENTS ARE CORRECT AND WERE PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY DIRECT SUPERVISION. THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS AN AVERAGE RELATIVE POSITIONAL ACCURACY OF 0.04" AT THE 95% CONFIDENCE LEVEL. THE FIELD DATA WAS COLLECTED USING A TRIMBLE SS ROBOTIC TOTAL STATION WITH A TRIMBLE TSC2 DATA COLLECTOR (SURVEYPRO) AND A CARLSON BRX7+ BASE AND ROVER SYSTEM WITH A CARLSON RT4 DATA COLLECTOR (SURVEY). THIS PLAT HAS AN ERROR OF CLOSURE OF 1 FOOT IN 215,720 FEET.
  - THE BASIS OF BEARINGS IS GA WEST NAD83.
  - THE PROPERTY IS ZONED "P-D" PER REZ-2021-11 ACCORDING TO LOWNDES COUNTY GIS MAPS.
  - ACCORDING TO A REVIEW OF THE FEMA FLOOD INSURANCE RATE MAP FOR LOWNDES COUNTY, MAP NUMBER 13185C0115E, DATED 9-26-2008, THE SUBJECT PROPERTY IS IN ZONE "X" WHICH IS AN AREA DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.
  - A CURRENT TITLE SEARCH OR ABSTRACT OF MATTERS AFFECTING TITLE TO THE SUBJECT PROPERTY HAS NOT BEEN PROVIDED TO THE SURVEYOR. EASEMENTS OR OTHER ENCUMBRANCES MAY EXIST BUT ARE NOT SHOWN.
  - TOTAL LOTS FOR PHASE 4: 52 LOTS  
TOTAL AREA INCLUDING LOTS, RIGHT OF WAYS, AND OPEN SPACES: 18.08 ACRES  
TOTAL AREA IN RIGHT OF WAYS: 2.91 ACRES  
TOTAL AREA IN OPEN SPACES: 4.02 ACRES  
TOTAL AREA IN LOTS: 11.15 ACRES
  - UTILITIES ARE PROVIDED BY LOWNDES COUNTY WATER AND LOWNDES COUNTY SEWER.
  - THERE IS A 10' UTILITY EASEMENT RESERVED FOR THE FRONT OF EACH LOT.
  - THE SUBJECT PROPERTY IS A PORTION OF TAX MAP 71 PARCEL 56.
  - THERE IS A 30' PERIMETER SETBACK LINE AROUND THE EXTERIOR PROPERTY LINES OF THE SUBDIVISION.
  - TO THE BEST OF MY KNOWLEDGE, OTHER THAN WHAT IS SHOWN, THERE ARE NO DWELLINGS, ACCESSORY BUILDINGS, SEPTIC SYSTEMS, WELLS, SIGNS, OR SWIMMING POOLS LOCATED WITHIN 30 FEET OR THE APPLICABLE ZONING SETBACK LINE, WHICHEVER IS GREATER, FROM ANY PROPERTY LINE ON THE SITE (10.02.01(A)(4)).

WE, THE UNDERSIGNED OWNER(S) OF THE LANDINGS SUBDIVISION PHASE 3 DEPICTED HEREON HEREBY OFFER TO DEDICATE AND/OR RESERVE FOR PUBLIC USE THE RIGHTS OF WAYS, EASEMENTS, AND OTHER GROUNDS AS SHOWN ON THIS PLAT.

*Phillip*  
AGENT FOR OWNERS 10-3-2025 DATE

APPROVED BY THE LOWNDES COUNTY BOARD OF HEALTH:

BOARD OF HEALTH REPRESENTATIVE \_\_\_\_\_ DATE \_\_\_\_\_

APPROVED BY THE LOWNDES COUNTY ENGINEERING DEPARTMENT:

DIRECTOR OF LOWNDES COUNTY ENGINEERING \_\_\_\_\_ DATE \_\_\_\_\_

COUNTY ENGINEER \_\_\_\_\_ DATE \_\_\_\_\_

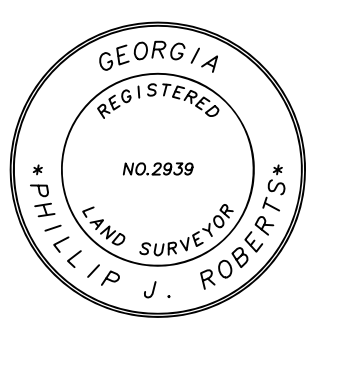
APPROVED BY THE ULDC:

LOWNDES COUNTY UNIFIED LAND DEVELOPMENT CODE APPROVAL CHAIRMAN, TECHNICAL REVIEW COMMITTEE \_\_\_\_\_ DATE \_\_\_\_\_

AS REQUIRED BY SUBSECTION (D) OF O.C.G.A. SECTION 15-6-67, THIS PLAT HAS BEEN PREPARED BY A LAND SURVEYOR AND APPROVED BY ALL APPLICABLE LOCAL JURISDICTIONS FOR RECORDING AS EVIDENCED BY APPROVAL CERTIFICATES, SIGNATURES, STAMPS, OR STATEMENTS HEREON. SUCH APPROVALS OR AFFIRMATIONS SHOULD BE CONFIRMED WITH THE APPROPRIATE GOVERNMENTAL BODIES BY ANY PURCHASER OR USER OF THIS PLAT AS TO INTENDED USE OF ANY PARCEL. FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 15-6-67.

*Phillip*  
PHILLIP ROBERTS/GA LS #2939 10-3-2025 DATE

THE SURVEYOR SHALL NOT BE HELD LIABLE FOR ANY DAMAGES ARISING FROM THE USE OF THIS PLAT IF THE APPROVAL SIGNATURES FROM THE APPLICABLE LOCAL GOVERNING AUTHORITIES ARE NOT PRESENT.



**ROBERTS SURVEYING, INC.**  
1725 E PARK AVE. SUITE A VALDOSTA GA 31602  
PH (229) 671-9989 FAX (229) 671-9973  
EMAIL: ROBERTSLANDSURVEYING@GMAIL.COM  
GEORGIA REGISTERED LAND SURVEYOR No. 2939  
GA CERTIFICATE OF AUTHORIZATION No. 1215

|             |                       |
|-------------|-----------------------|
| JOB NO.     | 00426                 |
| SURVEY DATE | 9-19-2025             |
| PLAT DATE   | 10-3-2025             |
| SCALE       | 1" = 60'              |
| DWG NAME    | LANDINGS PH4 PLAT.DWG |
| CRD. FILE   | 00426.CRD             |
| DRAWN BY    | PJR, PPR, GAL         |

SUBDIVISION PLAT FOR:  
**THE LANDINGS SUBDIVISION PHASE 4**  
LAND LOTS 8 & 9 OF THE 12TH LAND DISTRICT, LOWNDES COUNTY GEORGIA

**MINIMUM BUILDING SETBACKS**  
CONVENTIONAL LOTS:  
FRONT = 20 FEET  
SIDES = 10 FEET  
REAR = 25 FEET  
CORNER LOTS:  
FRONT = 20 FEET  
SIDE = 10 FEET  
REAR = 25 FEET  
SIDE STREET = 16 FEET

**LEGEND**  
CMF = CONCRETE MONUMENT FOUND  
● = 5/8" IRON PIN FOUND W/CAP #2939  
GPF = GALVANIZED PIPE FOUND  
OTPF = OPEN TOP PIPE FOUND  
CTPF = CRIMPED TOP PIPE FOUND  
NM = NOT MONUMENTED  
R/W = RIGHT OF WAY  
● = 5/8" IRON PIN SET W/CAP #2939

# RESOLUTION

WHEREAS, the developer, TLDPW, LLC has completed improvements on The Landings Phase IV; and

WHEREAS, TLDPW, LLC has provided the necessary maintenance bond and certification that the improvements were built according to plans and specifications;

WHEREAS, Lowndes County has inspected the improvements;

WHEREAS, TLDPW, LLC has provided a written request for Lowndes County to accept the residential streets, storm water infrastructure, utilities infrastructure in The Landings Phase IV as Lowndes County maintained;

NOW, THEREFORE BE IT RESOLVED, the Board of Commissioners of Lowndes County has agreed to accept The Landings Phase IV infrastructure as county maintained with a speed limit of 25 mph on this date as shown:

ATTEST: \_\_\_\_\_  
County Clerk

DATE: \_\_\_\_\_

Copy: Rachel Strom, RDC  
Erika Jackson, Tax Assessor  
Robin Cumbus, LCPW  
Tonya Davis, E-911  
Mindy Bates, Permitting & Inspections  
Trinni Amiot, Planning  
Appropriate Post Office