



LOWNDES COUNTY BOARD OF COMMISSIONERS
PROPOSED AGENDA
WORK SESSION, MONDAY, AUGUST 26, 2019, 8:30 AM
REGULAR SESSION, TUESDAY, AUGUST 27, 2019, 5:30 PM
327 N. Ashley Street - 2nd Floor

1. **Call To Order**
2. **Invocation**
3. **Pledge Of Allegiance To The Flag**
4. **Minutes For Approval**
 - a. Work Session - August 12, 2019 & Regular Session August 13, 2019
Recommended Action:
Documents:
5. **Proclamation Presentation to Lowndes County Fire Rescue**
6. **For Consideration**
 - a. Beer, Wine, and Liquor License - Yogeshkumar B. Patel of Jay Ma Matri Inc., DBA Madison Package Store - 2603 Madison Hwy., Valdosta, GA
Recommended Action: Approve
Documents:
 - b. Adoption of the Millage Rate
Recommended Action: Adopt
Documents:
 - c. Abandonment of Unopened Right of Way - Ivandale Circle
Recommended Action: Board's pleasure
Documents:
 - d. Transfer of Drainage Easement Agreement between Lowndes County and the City of Lake Park
Recommended Action: Approve
Documents:
 - e. Updated Title VI Plan for Lowndes County Transit
Recommended Action: Adopt
Documents:
 - f. South Regional Joint Development Authority Resolution
Recommended Action: Board's pleasure
Documents:

- g. ImageTrend Service Agreement
Recommended Action: Approve
Documents:
- h. Francis Lake Lift Station Pump
Recommended Action: Approve
Documents:
- i. Peterson Road Lift Station Pump
Recommended Action: Approve
Documents:

7. Reports - County Manager

- a. Dedication of Private Roads
Recommended Action:
Documents:

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

9. Adjournment

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: Beer, Wine, and Liquor License - Yogeshkumar B. Patel of Jay
Ma Matri Inc., DBA Madison Package Store - 2603 Madison Hwy.,
Valdosta, GA

Work Session/Regular Session

DATE OF MEETING: August 27, 2019

BUDGET IMPACT: N/A

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: Beer, Wine, and Liquor License - Yogeshkumar B. Patel of Jay Matri Ma
Inc., DBA Madison Package Store - 2603 Madison Hwy., Valdosta, GA

HISTORY, FACTS AND ISSUES: Yogeshkumar B. Patel of Jay Matri Ma Inc., DBA Madison Package Store - 2603
Madison Hwy., Valdosta, GA, is requesting a license for the sale of beer, wine, and liquor for consumption off
premises. This is a new business. The ordinance and guidelines for approval of the license have been met. All
forms are attached and upon approval by the Board the license will be granted.

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

RECOMMENDED ACTION: Approve

DEPARTMENT: Finance

DEPARTMENT HEAD: Stephanie Black

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

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

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

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

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

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

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

Jay Matri Ma INC Yogeshkumar B. Patel

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

Madison Package store, Jay Matri ma inc

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

Jay Ma Brahmani, LLC. - Madison Discount Shoppe

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

Yogeshkumar B Patel

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

2603 Madison HWY
Valdosta, GA - 31601

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

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

Liquor store selling distilled spirits,
Malt Beverages, & wine OFF premise

9. Lowndes County's alcohol ordinance prohibits the distribution, sale or consumption of alcoholic beverages within 300 feet of any church building. The ordinance also prohibits the distribution, sale or consumption of wine or malt beverages within 100 yards, or of distilled spirits within 200 yards, of any school building, educational building, school grounds or college campus. Those distances are measured

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

Church: Grace Baptist church, 2218 Copeland Rd, Valdosta
GA - 31601

School, college or other educational facility or grounds:

Victory Baptist Church & Victory Christian School
3229 Madison Hwy, Valdosta, GA - 31601

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

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

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

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

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

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

| | |
|---------------|------------------|
| _____ Name | _____ Address |
| _____ Name | _____ Address |
| _____ Name | _____ Address |
| _____ Name | _____ Address |

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

| | |
|--|------------------|
| <u>Yogeshkumar B Patel</u> _____ President | _____ Address |
| _____ Vice President | _____ Address |
| _____ Secretary | _____ Address |
| _____ Treasurer | _____ Address |
| _____ Director | _____ Address |
| _____ Director | _____ Address |
| _____ Stockholder | _____ Address |
| _____ Stockholder | _____ Address |
| _____ Stockholder | _____ Address |

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

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

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

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

This Establishment has never sought
an alcohol license before new business

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

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

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

CERTIFICATION REGARDING APPLICATION

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

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

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

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

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

Submitted herewith is the sum of \$ 1,187.⁵⁰ [must be a cashier's check, money order, other certified funds, or cash] which includes the license fee for the year, or partial year, plus the administration fee. I understand that, should the Application be denied, I will receive a refund for the license fee only and that the administration fee is non-refundable.

[Signature]

Signature of Individual Making this Application

Sworn to and subscribed before me
this 15th day of July, 2019.

Date: 7/15/19

[Signature]

Notary Public

My commission expires: 09-24-21



ATTACHMENT B

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

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

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

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

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

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



Signature of Applicant

Yogeshkumar B Patel

Printed Name of Applicant

Sworn to and subscribed before me this 15th day of July, 2019.



Notary Public

My commission expires: 09-24-21.

ATTACHMENT D

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

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

[Handwritten Signature]

Signature of Exempt Private Employer

Yogeshkumar B. Patel

Printed Name of Exempt Private Employer

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

Executed on 15th July, 2019 in Valdosta (city), GA (state).

[Handwritten Signature]

Signature of Authorized Officer or Agent

Yogeshkumar B. Patel, President

Printed Name and Title of Authorized Officer or Agent

Sworn to and subscribed before me this 15th day of July, 2019.

[Handwritten Signature]

Notary Public

My commission expires: 09-24-21



Grace Baptist Church 2218 Copeland Rd. 2112 feet.

Lowndes Middle School 2379 Copeland Rd. 1 mile

2603 Madison Hwy



LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: Adoption of the Millage Rate

Work Session/Regular Session

DATE OF MEETING: August 27, 2019

BUDGET IMPACT:

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: Adoption of the Millage Rate

HISTORY, FACTS AND ISSUES: The Board of Commissioners is required to set the county-wide millage rate for 2019. A public hearing was held prior to this adoption as required. The county-wide millage rate should be set at 10.938 mills with the County receiving 8.688 mills, the Industrial Authority receiving 1.00 mill and the Parks and Recreation Authority receiving 1.25 mills. This represents a reduction of 0.126 mills.

OPTIONS: 1. Adoption of the County-wide Millage at 10.938 mills
2. Board's Pleasure

RECOMMENDED ACTION: Adopt

DEPARTMENT: Finance

DEPARTMENT HEAD: Stephanie Black

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

**A RESOLUTION ESTABLISHING THE 2019 AD VALOREM
TAX MILLAGES FOR LOWNDES COUNTY**

WHEREAS, the Board in the June 25, 2019 meeting adopted the 2019-2020 operating budget in accordance with O.C.G.A. §36-81-4; and

WHEREAS, the Lowndes County Board of Education will adopt its millage per its August 12th Session; and

WHEREAS, the Board has advertised the prior year's millage history in accordance with O.C.G.A. §48-15-32; and

WHEREAS, the Board must set millage rate for ad valorem tax;

NOW, THEREFORE, BE IT RESOLVED, by the Lowndes County Board of Commissioners, acting in capacity as the governing authority of Lowndes County, that the following levies of ad valorem tax against properties in Lowndes County subject to said tax shall be collected in 2019 and expended for the purposes stated:

| | <u>Mills</u> | <u>Amount</u> |
|--|--------------|---------------|
| 1. For the maintenance and operation of the County General Government | 12.708 | \$39,519,515 |
| 2. For maintenance and operation of the Lowndes County Board of Education | 16.384 | \$26,636,298 |
| 3. For maintenance and operation of the Valdosta - Lowndes County Development Authority | 1.000 | \$3,109,814 |
| 4. For maintenance and operation of the Valdosta – Lowndes County Parks and Recreation Authority | 1.250 | \$3,887,267 |

IT IS FURTHER RESOLVED, that the revenues to be derived from these properties shall be reduced through a rollback application of local sales tax and other collections as follows:

- A.) For property tax payers in the **incorporated and unincorporated** areas of Lowndes County, the reduction shall be equal to 4.020 mills having a dollar value of \$12,501,452.
- B.) For property tax payers in the **unincorporated** areas of Lowndes County, an additional reduction, through application of revenues derived from insurance premium taxes shall be equal to 0.00 mills having a value of \$0. All additional proceeds from insurance premium tax will be used for fire protection, code enforcement, mosquito control, planning and zoning in the unincorporated areas of Lowndes County.
- C.) The county-wide millage rate is as follows:

| | |
|--------------------------------|---------------|
| County M&O | 12.708 |
| Development Authority M&O | 1.000 |
| Parks and Recreation M&O | 1.250 |
| Gross Millage | 14.958 |
| Less Sales Tax Rollback | 4.020 |
| Net County-wide Millage | 10.938 |

BE IT FURTHER RESOLVED that revenues collected by Lowndes County which are derived from the unincorporated area shall be accounted for in a special revenue fund which shall be used to fund services provided primarily to the unincorporated area.

Attest: _____
Date: _____

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: Abandonment of Unopened Right of Way - Ivandale Circle

Work Session/Regular Session

DATE OF MEETING: August 27, 2019

BUDGET IMPACT:

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: Public use on County right of way

HISTORY, FACTS AND ISSUES: The County has received a request to abandon the unopened right of way of Ivandale Circle. The right of way was never opened and the owners have requested that the County quitclaim it back to them. Georgia statute requires an initial determination that the "section of the county road system has for any reason ceased to be used by the public to the extent that no substantial public purpose is served by it or that its removal from the county road system is otherwise in the best public interest." If the Board makes this determination with respect to the unopened right of way, the statute provides for notice to adjoining property owners, notice to the public by newspaper publication, and a public hearing. After the public hearing, the Board "may declare that section of the county road system abandoned."

- OPTIONS: 1. Make the required determination
2. Board's Pleasure

RECOMMENDED ACTION: Board's pleasure

DEPARTMENT: Engineering

DEPARTMENT HEAD: Mike Fletcher

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

7-29-19

To: Michael Fletcher, County Engineer

Please accept this as our formal request to abandon the unopen section of Ivandale Circle. This subdivision was originally develop in 1977 and shows a 60' R/W that is unopened between our lots. Thank you for your consideration.

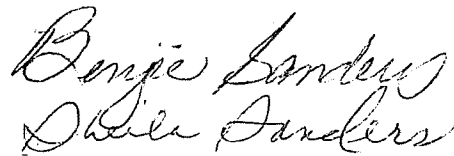
William L Srygley, JR

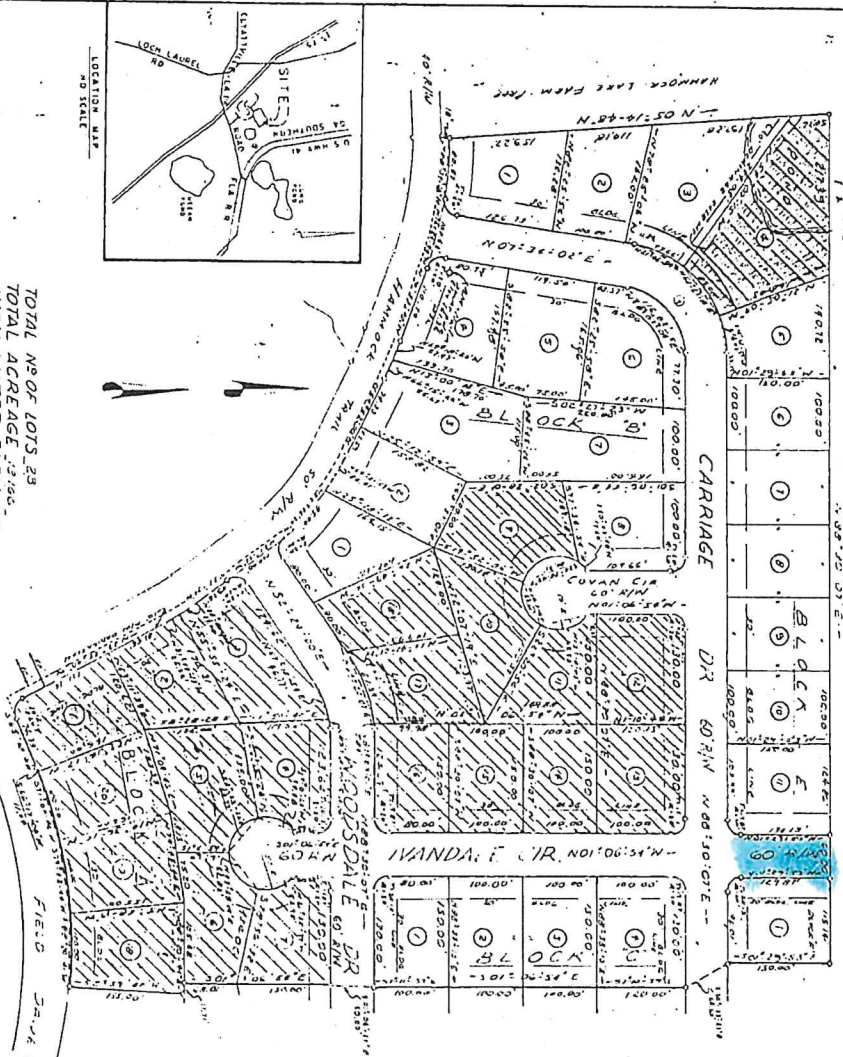
Benjie & Sheila Sanders

Lake Park GA 31636

A handwritten signature in black ink, appearing to read "W. L. Srygley, Jr.", written over the printed name and address.

Lake Park GA 31636

Two handwritten signatures in black ink, one above the other, reading "Benjie Sanders" and "Sheila Sanders", written over the printed names and address.



TOTAL NO OF LOTS 25
 TOTAL ACRES 2.166
 HIGH WATER ELEV 102M2L
 NOTE ALL CURVE DIST ARE
 CHORD DIST.

E CURVE DATA

| NO | A | R | T | C |
|----|-------------|---------|-------|--------|
| 1 | 621.621.021 | 162.000 | 62.37 | 12.5.1 |
| 2 | 121.621.021 | 162.000 | 21.12 | 12.5.1 |

FITZSIMONS & ASSOCIATES, INC.
 ENGINEERS & SURVEYORS
 2021 NASHLEY ST.
 WALDOSTA, GA.

LAND LOT NO 77

HAMMOCK HILL HEIGHTS

LOWMEDES COUNTY, GEORGIA
 16th LAND DISTRICT

SCALE 1"=100'
 DATE: DECEMBER, 1977
 SHEET 1 OF 1

We, the undersigned owners and mortgagees of _____
 do hereby certify that the above described section _____ land is
 divided into _____ lots for public use the right-of-way, easement,
 and other things to them on this day.

Approved by the Department of Public Health, Lowndes County,
 Georgia.
 Dated: 3-13-78 Signed: _____
 Approved by LOWMEDES COUNTY ENGINEERS,
 Dated: 3-10-78 Signed: _____
 Approved by Lowndes County Planning Commission,
 Dated: 3-10-78 Signed: _____



NOTES
 1. NO UTILITY EXISTENTS ARE SHOWN
 ON ALL SITES AND SHOWN PRESENT LINES.
 2. LOT 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25
 3. SEE RECORDS FOR NEIGHBORING COVENANTS.

STATE OF GEORGIA
 LOWMEDES COUNTY
 1978
 March 13, 1978
 Andrew J. Fitzsimons
 CIVIL

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: Transfer of Drainage Easement Agreement between Lowndes
County and the City of Lake Park

Work Session/Regular Session

DATE OF MEETING: August 27, 2019

BUDGET IMPACT:

FUNDING SOURCE:

() Annual

() Capital

(X) N/A

() SPLOST

() TSPLOST

COUNTY ACTION REQUESTED ON: Approval of Agreement

HISTORY, FACTS AND ISSUES: This is an Agreement between Lowndes County and the City of Lake Park for the Transfer of Drainage Easement, as described and recorded in Book 1271, Page 301 in the Lowndes County real estate records. The drainage easement, presently owned by Lowndes County, lies entirely within Lake Park. Lake Park wishes to acquire and assume the drainage easement.

OPTIONS: 1. Authorize Chairman to sign Agreement
2. Board's Pleasure

RECOMMENDED ACTION: Approve

DEPARTMENT: Engineering

DEPARTMENT HEAD: Mike Fletcher

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

Return recorded document to:
Elliott, Blackburn & Gooding, P. C.
3016 North Patterson Street
Valdosta, GA 31602
Attn: Thompson H. Gooding, Jr.

Cross Reference To:
Book 1271, Page 301
Lowndes County, Georgia
Real Estate Records

TRANSFER OF DRAINAGE EASMENT

STATE OF GEORGIA
LOWNDES COUNTY

THIS AGREEMENT for the Transfer of Drainage Easement (the "Agreement") is made as of the ____ day of _____, 2019, between the **BOARD OF COMMISSIONERS OF LOWNDES COUNTY** ("Lowndes County") and the **CITY OF LAKE PARK** ("Lake Park"). Lowndes County and Lake Park shall include their respective successors, administrators, legal representatives, and assigns where the context requires or permits.);

WITNESSETH:

WHEREAS, Lowndes County, Georgia (of which the Board of Commissioners of Lowndes County is the governing authority) is the original and present owner and holder, as "Grantee" therein, of that certain Drainage Easement, dated December 5, 1988, and filed February 16, 1996 and recorded at Book 1271, Page 301 in the Lowndes County real estate records, between J. Issac Gurley Farms, Inc. as "Grantor" therein and said Lowndes County, Georgia as such "Grantee" (the "Drainage Easement");

WHEREAS, the location of the Drainage Easement is entirely within Lake Park;

WHEREAS, drainage from certain of Lake Park's roadways and other locations and sources drain in and through the drainage ditch covered in part by the Drainage Easement; and

WHEREAS, Lake Park thus wishes to acquire and assume from Lowndes County, and Lowndes County wishes to transfer and assign to Lake Park, all of Lowndes County's rights, title, interests, and obligations in, to, and under the Drainage Easement but with Lowndes County

retaining and reserving for itself and its successors and assigns rights under the Drainage Easement for Lowndes County's drainage to continue to drain into and through and utilize the Drainage Easement.

NOW, THEREFORE, for and in consideration of the covenants, agreements, and promises herein, the foregoing premises, the sum of Ten Dollars in hand paid at and before the sealing and delivery of these presents, and other valuable consideration, the receipt whereof is hereby acknowledged, Lowndes County and Lake Park, intending to be legally bound hereby, each agree to the following terms and conditions:

1. Lowndes County does hereby transfer and assign unto Lake Park, and Lake Park does hereby accept and assume from Lowndes County, all the rights, title, interests, and obligations of "Grantor" in, to, and under the Drainage Easement; provided, however, and notwithstanding anything in this Agreement to the contrary, Lowndes County does retain and reserve for itself and its successors and assigns rights under the Drainage Easement for Lowndes County's drainage to continue to drain into and through and utilize the Drainage Easement.
2. Lowndes County makes no warranties relating to the Drainage Easement or this Agreement.
3. Lake Park shall indemnify and hold harmless Lowndes County from any obligations, costs, and claims arising on and after the date hereof from or relating to the Drainage Easement.

IN WITNESS WHEREOF, the parties hereto have signed and sealed this Agreement, by and through its authorized representatives, the day and year first above written.

[*signatures to follow*]

Lowndes County

**BOARD OF COMMISSIONERS OF
LOWNDES COUNTY**

By: _____(SEAL)
Bill Slaughter, Chairman

Attest: _____
K. Paige Dukes, Clerk

Signed, sealed and delivered
in the presence of:

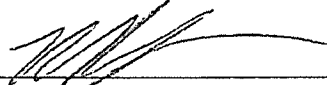
Witness

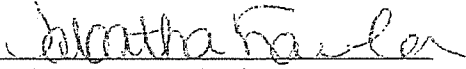
Notary Public

My commission expires: _____
(AFFIX SEAL)

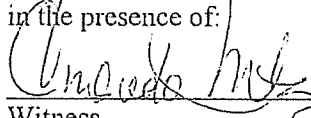
Lake Park

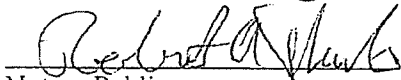
CITY OF LAKE PARK

By:  (SEAL)
Keith Sandlin, Mayor

Attest: 
Tabatha Fowler, Clerk

Signed, sealed and delivered
in the presence of:


Witness


Notary Public

My commission expires: 8/13/23
(AFFIX SEAL)



LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: Updated Title VI Plan for Lowndes County Transit

Work Session/Regular Session

DATE OF MEETING: August 27, 2019

BUDGET IMPACT:

FUNDING SOURCE:

Annual

Capital

N/A

SPLOST

TSPLOST

COUNTY ACTION REQUESTED ON: Updated Title VI Plan for Lowndes County Transit

HISTORY, FACTS AND ISSUES: The Federal Transit Administration and the Georgia Department of Transportation (GDOT) have required all counties operating a 5311 program to update their Title VI plan. These updates include bringing the plan into GDOT compliance in order to continue to receive both federal and state transportation funding, demographic statistics and maps, and updated thresholds. GDOT has reviewed the updated plan and provided a Concurrence Letter dated August 9, 2019. Attached is the Updated Title VI plan.

OPTIONS: 1. Adopt the Updated Title VI Plan
2. Board's Pleasure

RECOMMENDED ACTION: Adopt

DEPARTMENT: Engineering

DEPARTMENT HEAD: Molly Stevenson

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

Lowndes County, Georgia Transit System



Title VI Plan

Date Adopted: Month/Day/Year




Preface


This template has been developed by the Georgia Department of Transportation (GDOT) Transit division in order to assist transit agencies with the development of their Title VI Plan. Although each agency is different in size, organization structure, operations, etc., minimum Title VI compliance requirements are common to all. This template document is intended to assist smaller transit agencies that often do not have adequate resources to develop a Title VI Plan in accordance with the minimum requirements of Section 49 Code of Federal Regulations, Part 21 and Federal Transit Administration (FTA) Circular 4702.1B. It should be noted that this template covers the Title VI requirements for sub-recipient transit providers that operate less than 50 vehicles in peak service and are located in urbanized areas (UZA) of less than 200,000 population and rural transit providers.


While the development, adoption, and implementation of a Title VI Plan that complies, at a minimum, with the requirements set forth by FTA Circular 4702.1B is mandatory, the agencies have the prerogative to either utilize this template or enhance their existing Title VI Plan with the information contained in this document. If an agency decides to utilize this template, they will have to customize this document to fit their agency ensuring compliance with FTA Circular 4702.1B, adopt the document, and implement and comply with the Title VI Plan.

It is important to note that the Department is not requiring transit agencies to adopt this template. Transit agencies must, however, adopt a Title VI Plan which addresses all of the requirements of FTA Circular 4702.1B which apply to their agency. The intent of the Department was to develop a document which addresses the provisions of the circular and provide it to local transit agencies as a means of helping them reduce their administrative burden in preparing or updating their Title VI Plans. We believe this document will be invaluable to you in this regard. In developing this document, it was understood that some transit agencies may elect to adopt the template document in whole with little customization. This decision is up to the local transit agency. It must be understood, however, that future compliance reviews will examine your policies and observed practices to ensure that they are consistent with the Title VI Plan you have adopted, and also compliant with FTA Circular 4702.1B.

To use this template, open the electronic file and save the file with an appropriate name (e.g. "Your Transit System Bus System Title VI Plan.doc"). You will quickly note that the Template Document has been color coded to help you distinguish between the actual requirements of FTA Circular 4702.1B, and optional language we have provided that might assist you in developing your plan, or elaborating on how your agency is addressing the requirements of FTA Circular 4702.1B.

 **Text** Any text highlighted in yellow color should be replaced with your agency's information.

 **Text** Any text highlighted in blue color are instructions for completion of the template. Please delete all blue highlighted text prior to completion of the Plan.

 Text appearing within the blue shaded boxes is informational only and may provide instructions or other information that will help you in customizing your Title VI Plan.

Text Any text appearing in green color represents optional or suggested language that may assist you in explaining or elaborating on how you are meeting the intent of the requirement.



Text appearing within the bordered boxes as well as the black text found within the section descriptions which follow, represent the actual requirements as stated in FTA Circular 4702.1B, or provides information directly related to the requirements.

Certain FTA Circular 4702.1B requirements are very prescriptive and the requirements are defined in great detail. Under these circumstances, it would be redundant to explain the requirements twice (once in the bordered box and then restate again within the general text that would follow). When such circumstances occur, it will be noted within the bordered box and the general text will be deferred to in summarizing the requirement.

Remember, in the context of FTA Circular 4702.1B, some requirements are not always prescriptive and detailed. Some portions of FTA Circular 4702.1B simply obligate the agency to define or develop a policy or procedure to explain how the agency will meet the intent of the requirement. The language the Department has developed in the **green colored text** is optional or example language crafted to assist you in these instances. *You are not required to use it.* Whether you elect to use the optional **green text** is entirely up to you, but please ensure that any green text utilized applies precisely to your agency. Regardless, your policy or procedure must comply with the requirements set forth by FTA Circular 4702.1B. Also, note that this Template is geared towards satisfying the requirements of FTA Circular 4702.1B only. You may have to incorporate additional policies and procedures to meet the requirements of other regulatory agencies, as appropriate. You can also customize the Appendices as needed to supplement the Title VI Plan. The document is provided in a format that is easily editable by the Agencies, a text formatting palette has been provided in the Appendix of the document specifying font type, text size, etc.

This template was created by the Florida Department of Transportation, modified and adopted for use by the Georgia Department of Transportation.

Title VI Plan Activity Log

| Date | Activity (Review/Update/Addendum/ Adoption/Distribution) | Concerned Person (Signature) | Remarks |
|------------|---|---------------------------------|---------|
| 12/11/2018 | Prepare first draft for review by GDOT | Molly Stevenson | |
| 12/14/2018 | First Draft Completed (except Section 2.1, LAP, verification of translations and Appendix I) – Fwd to GDOT for Review | Molly Stevenson | |
| 05/01/2019 | Corrections made for Draft | Molly Stevenson | |
| 08/08/2019 | Corrections completed for Draft Submitted to GDOT | Molly Stevenson | |
| 08/09/2019 | GDOT issued plan concurrence letter | Michele Nystrom | |
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1.0 Title VI/Nondiscrimination Policy Statement and Management Commitment to Title VI Plan

49 CFR Part 21.7(a): Every application for Federal financial assistance to which this part applies shall contain, or be accompanied by, an assurance that the program will be conducted or the facility operated in compliance with all requirements imposed or pursuant to [49 CFR Part 21].

Lowndes County Transit System assures the Georgia Department of Transportation that no person shall on the basis of race, color, national origin, age, disability, family or religious status, as provided by Title VI of the Civil Rights Act of 1964, Federal Transit Laws, 49 CFR Part 21 Unlawful Discrimination, Nondiscrimination In Federally-Assisted Programs Of The Department Of Transportation and as per written guidance under FTA Circular 4702.1B, dated October 2012, be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination or retaliation under any program or activity undertaken by the agency.

Lowndes County Transit System further agrees to the following responsibilities with respect to its programs and activities:

1. Designate a Title VI Liaison that has a responsible position within the organization and access to the recipient's Chief Executive Officer or authorized representative.
2. Issue a policy statement signed by the Executive Director or authorized representative, which expresses its commitment to the nondiscrimination provisions of Title VI. The policy statement shall be circulated throughout the Recipient's organization and to the general public. Such information shall be published where appropriate in language other than English.
3. Insert the clauses of Section 4.5 of this plan into every contract subject to the Acts and the Regulations.
4. Develop a complaint process and attempt to resolve complaints of discrimination against Lowndes County Transit System.
5. Participate in training offered on the Title VI and other nondiscrimination requirements.
6. If reviewed by GDOT or any other state or federal regulatory agency, take affirmative actions to correct any deficiencies found within a reasonable time period, not to exceed ninety (90) days.
7. Have a process to collect racial and ethnic data on persons impacted by the agency's programs.
8. Submit the information required by FTA Circular 4702.1B to the GDOT. (refer to Appendix A of this plan)

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal funds, grants, loans, contracts, properties, discounts or other federal financial assistance under all programs and activities and is binding. The person whose signature appears below is authorized to sign this assurance on behalf of the agency.

Signature: _____

Printed Name: Bill Slaughter, Chairman, Board of Commissioners, Lowndes County, Georgia

2.0 Introduction & Description of Services

This is a section of the plan which covers general information about the transit agency.

Lowndes County Transit System submits this Title VI Plan in compliance with Title VI of the Civil Rights Act of 1964, 49 CFR Part 21, and the guidelines of FTA Circular 4702.1B, published October 1, 2012.

Lowndes County Transit System is a sub-recipient of FTA funds and provides service in Lowndes County and surrounding area through a Third Party Operator. Lowndes County's sole transit activity (FTA funded or otherwise) is a Section 5311 Rural Transit Assistance Program Demand Response Transit System ("5311 Transit System"). Lowndes County provides this 5311 Transit System by contracting with a Third-Party Operator, MIDS Transportation, Inc. ("TPO") who provides and operates all of the actual 5311 Transit System services. Lowndes County does not directly or indirectly provide or operate a fixed route transit system. A description of the current Lowndes County Transit System is included in Appendix B.

Title VI Liaison

Kevin Beals
Director of Human Resources
Lowndes County
(229) 671-2400
327 N. Ashley Street
Valdosta, GA 31601

Alternate Title VI Contact

Molly Stevenson
Lowndes County Transit Department
(229) 671-2400
327 N. Ashley Street
Valdosta, GA 31601

Lowndes County Transit System has designated a liaison for Title VI issues and complaints within the TPO organization or the Lowndes County Transit System. The liaison is the focal point for Title VI implementation and monitoring of activities receiving federal financial assistance. Key responsibilities of the Title VI Liaison include:

- Maintain knowledge of Title VI requirements.
- Attend training on Title VI and other nondiscrimination authorities when offered by GDOT or any other regulatory agency.
- Coordinate with the TPO regarding the TPO's dissemination of Title VI information to the public including in languages other than English where necessary.
- Coordinate with the TPO regarding the TPO's development and implementation of a process to collect data related to race, gender and national origin of service area population to ensure low income, minorities, and other underserved groups are included and not discriminated against.

- Coordinate with the Lowndes County Transit System and the TPO regarding implementing procedures for the prompt processing of Title VI complaints.

2.1 First Time Applicant Requirements

FTA Circular 4702.1B, Chapter III, Paragraph 3: Entities applying for FTA funding for the first time shall provide information regarding their Title VI compliance history if they have previously received funding from another Federal agency.

The Lowndes County Transit System is not a first time applicant for FTA/GDOT funding.

During the previous three years, GDOT did not complete a Title VI compliance review of Lowndes County Transit System. Lowndes County Transit System has not been found to be in noncompliance with any civil rights requirements.

The following is a summary of the compliance review.

2.2 Annual Certifications and Assurances

In accordance with 49 CFR Section 21.7(a), every application for financial assistance from FTA must be accompanied by an assurance that the applicant will carry out the program in compliance with Title VI regulations. This requirement shall be fulfilled when the applicant/recipient submits its annual certifications and assurances. Primary recipients will collect Title VI assurances from sub-recipients prior to passing through FTA funds.

Lowndes County Transit System will remain in compliance with this requirement by annual submission of certifications and assurances as required by GDOT.

2.3 Title VI Plan Concurrence and Adoption

This Title VI Plan received GDOT concurrence on August 9, 2019. The Plan was approved and adopted by the Board of Commissioners of Lowndes County, Georgia for the Lowndes County Transit System during a meeting held on August 27, 2019. A copy of the meeting minutes and GDOT concurrence letter is included in Appendix C of this Plan. Insert as required once plan adopted.

3.0 Title VI Notice to the Public

FTA Circular 4702.1B, Chapter III, Paragraph 5: Title 49 CFR 21.9(d) requires recipients to provide information to the public regarding the recipient's obligations under DOT's Title VI regulations and apprise members of the public of the protections against discrimination afforded to them by Title VI.

3.1 Notice to Public

Recipients must notify the public of its rights under Title VI and include the notice and where it is posted in the Title VI Plan. The notice must include:

- A statement that the agency operates programs without regard to race, color and national origin
- A description of the procedures members of the public should follow in order to request additional information on the grantee's nondiscrimination obligations
- A description of the procedure members of the public should follow in order to file a discrimination complaint against the grantee

A sample of the notice is included in Appendix D of this Plan. The sample notice should be translated into other languages, as necessary.

3.2 Notice Posting Locations

The Notice to Public will be posted at many locations to apprise the public of Lowndes County Transit System's and its TPO's obligations under Title VI and to inform them of the protections afforded them under Title VI. At a minimum, the notice will be posted in public areas of the TPO's and Lowndes County Transit System's office(s) including the reception desk and meeting rooms, and on their respective websites at www.lowndescounty.com and at www.midsinc.net. Additionally, the TPO will post the notice on transit vehicles.

A sample version of this notice is included in Appendix D of this Plan along with any translated versions of the notice, as necessary.

4.0 Title VI Procedures and Compliance

FTA Circular 4702.1B, Chapter III, Paragraph 6: All recipients shall develop procedures for investigating and tracking Title VI complaints filed against them and make their procedures for filing a complaint available to member of the public.

4.1 Complaint Procedure

Any person who believes he or she has been discriminated against on the basis of race, color or national origin by the TPO or by the Lowndes County Transit System may file a Title VI complaint by completing and submitting the agency's Title VI Complaint Form (refer to Appendix E). Lowndes County Transit System investigates complaints received no more than 180 days after the alleged incident. Lowndes County Transit System will process complaints that are complete.

Once the complaint is received, Lowndes County Transit System (and, if the complaint is against the TPO, then in conjunction with the TPO) will review it to determine if our office has jurisdiction. The complainant will receive an acknowledgement letter informing him/her whether the complaint will be investigated by our office.

Lowndes County Transit System has ninety (90) days to investigate the complaint. If more information is needed to resolve the case, Lowndes County Transit System may contact the complainant. The complainant has ten (10) business days from the date of the letter to send requested information to the investigator assigned to the case. If the investigator is not contacted by the complainant or does not receive the additional information within ten (10) business days, Lowndes County Transit System can administratively close the case. A case can also be administratively closed if the complainant no longer wishes to pursue their case.

After the investigator reviews the complaint, she/he will issue one of two letters to the complainant: a closure letter or a letter of finding (LOF). A closure letter summarizes the allegations and states that there was not a Title VI violation and that the case will be closed. A LOF summarizes the allegations and the interviews regarding the alleged incident, and explains whether any disciplinary action, additional training of the staff member or other action will occur. If the complainant wishes to appeal the decision, she/he has seven (7) days to do so from the time he/she receives the closure letter or the LOF.

The complaint procedure will be made available to the public on the TPO's website at www.midsinc.net and on the Lowndes County website at www.lowndescounty.com.

Procedimiento de queja

Cualquier persona que cree que él o ella ha sido discriminada sobre la base de raza, color u origen nacional por el TPO o por el sistema de tránsito del Condado de Lowndes puede presentar una queja de título VI rellenando y enviando el formulario de denuncia de la Agencia título VI (consulte Apéndice E). Sistema de tránsito del Condado de Lowndes investiga denuncias recibidas no más de 180 días después del presunto incidente. Sistema de tránsito del Condado de Lowndes procesará las denuncias que se completa.

Una vez recibida la queja, sistema de tránsito del Condado de Lowndes (y, si la queja es contra la TPO, en conjunto con el TPO) lo revisaremos para determinar si nuestra oficina tiene jurisdicción. La organización querellante recibirá una carta de reconocimiento le informa si la denuncia será investigada por nuestra oficina.

Sistema de tránsito del Condado de Lowndes tiene noventa 90 días para investigar la denuncia. Si se necesita más información para resolver el caso, sistema de tránsito del Condado de Lowndes puede comunicarse con el demandante. La organización querellante tiene diez 10 días hábiles desde la fecha de la carta para enviar la información solicitada al investigador asignado al caso. Si el investigador no es contactado por la organización querellante o no recibe la información adicional dentro de los diez 10 días, sistema de tránsito del Condado de Lowndes administrativamente pueden cerrar el caso. Un caso también puede ser cerrado administrativamente si el demandante ya no desea seguir su caso.

Después el investigador revisa la queja, él/ella remitirá a uno de dos letras al demandante: una carta de cierre o una carta de encontrar (LOF). Una carta de cierre resume las acusaciones y afirma que no hubo una violación del título VI y que el caso será cerrado. Un LOF resume las denuncias y las entrevistas en relación con el incidente y explica si cualquier acción disciplinaria, formación adicional de funcionario o de otra acción ocurrirá. Si el demandante desea apelar la decisión, ella tiene siete 7 días para hacerlo desde el momento en recibe la carta de cierre o el LOF.

4.2 El procedimiento de queja se hará disponible al público en el sitio web de TPO en www.midsinc.net y en el sitio web del Condado de Lowndes en www.lowndescounty.com .Complaint Form

A copy of the complaint form in English and Spanish is provided in Appendix E and on the TPO's website at www.midsinc.net and on the Lowndes County website at www.lowndescounty.com.

The complaint will be provided in any languages spoken by the LEP population which meet the Safe Harbor threshold (See Appendix G).

4.3 Record Retention and Reporting Policy

FTA requires that all direct and primary recipients (GDOT) document their compliance by submitting a Title VI Plan to their FTA regional civil rights officer once every three (3) years. Lowndes County Transit System will submit Title VI Plans to GDOT for concurrence on an annual basis or any time a major change in the Plan occurs.

Compliance records and all Title VI related documents will be retained for a minimum of three (3) years and reported to the primary recipient annually.

4.4 Sub-recipient Assistance and Monitoring

The Lowndes County Transit System does not have any sub-recipients, and thus does not provide Title VI related monitoring and assistance. As a sub-recipient to GDOT, the Lowndes County Transit System utilizes the sub-recipient assistance and monitoring provided by GDOT, as needed. In the future, if the Lowndes County Transit System has sub-recipients, it will provide assistance and monitoring as required by FTA Circular 4702.1B.]

4.5 Sub recipients and Subcontractors

The Lowndes County Transit System is responsible for reasonably ensuring that its subcontractor (TPO) is in compliance with Title VI requirements. Sub recipients may not discriminate in the selection and retention of any subcontractors. Subcontractors also may not discriminate in the selection and retention of any subcontractors. Lowndes County Transit System, subcontractors, and/or TPOs may not discriminate in their employment practices in connection with federally assisted projects. Subcontractors and TPOs are not required to prepare or submit a Title VI Plan. However, the following nondiscrimination clauses will be inserted into every contract with contractors and subcontractors subject to Title VI regulations.

Nondiscrimination Clauses

During the performance of a contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") must agree to the following clauses:

1. **Compliance with Regulations:** The Contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
2. **Nondiscrimination:** The Contractor, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. **Solicitations for Subcontractors, including Procurements of Materials and Equipment:** In all solicitations made by the Contractor, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials or leases of equipment; each potential subcontractor or supplier shall be notified by the Contractor of the subcontractor's obligations under this contract and the

Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.

4. **Information and Reports:** The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *Georgia Department of Transportation and/or the Federal Transit Administration*, to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the *Georgia Department of Transportation*, and/or the *Federal Transit Administration*, as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, Lowndes County Transit System shall impose contract sanctions as appropriate, including, but not limited to:
 - a. withholding of payments to the Contractor under the contract until the Contractor complies, and/or
 - b. cancellation, termination or suspension of the contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the Lowndes County Transit System, Georgia Department of Transportation, and/or the Federal Transit Administration, may direct as a means of enforcing such provisions including sanctions for noncompliance.

Disadvantaged Business Enterprise (DBE) Policy

As a condition of its agreement with GDOT, Lowndes County Transit System and its contractors and subcontractors agree to reasonably ensure that Disadvantaged Business Enterprises as defined in 49 CFR Part 26, as amended, have the opportunity to participate in the performance of contracts. Lowndes County Transit System and its contractor and subcontractors shall not unlawfully discriminate on the basis of race, color, national origin, or sex in the performance of any contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of GDOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of the contract or such other remedy as the recipient deems appropriate.

E-Verify

As a condition of the agreement with GDOT, vendors and contractors of Lowndes County Transit System shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the vendor or contractor while contracted with Lowndes County Transit System. Additionally, vendors and contractors shall expressly require any subcontractors performing work or providing services pursuant to work for Lowndes County Transit System shall likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor while working for the Lowndes County Transit System.

5.0 Title VI Investigations, Complaints, and Lawsuits

FTA Circular 4702.1B, Chapter III, Paragraph 7: In order to comply with the reporting requirements of 49 CFR 21.9(b), FTA requires all recipients to prepare and maintain a list of any of the following that allege discrimination on the basis of race, color, or national origin: active investigations....; lawsuits, and complaints naming the recipient.

In accordance with 49 CFR 21.9(b), the Lowndes County Transit System must record and report any investigations, complaints, or lawsuits involving allegations of discrimination. The records of these events shall include the date the investigation, lawsuit, or complaint was filed; a summary of the allegations; the status of the investigation, lawsuit, or complaint; and actions taken by the Lowndes County Transit System in response; and final findings related to the investigation, lawsuit, or complaint. The records for the previous three (3) years shall be included in the Title VI Plan when it is submitted to GDOT.

The Lowndes County Transit System and the TPO have had no investigations, complaints, or lawsuits involving allegations of discrimination on the basis of race, color, or national origin over the past three (3) years. A summary of these incidents is recorded in Table 1.

Table 1: Summary of Investigations, Lawsuits, and Complaints

| | Date (Month, Day, Year) | Summary (include basis of complaint: race, color, or national origin) | Status | Action(s) Taken |
|----------------|-------------------------------|---|--------|-----------------|
| Investigations | n/a | n/a | n/a | n/a |
| 1. | | | | |
| 2. | | | | |
| Lawsuits | n/a | n/a | n/a | n/a |
| 1. | | | | |
| 2. | | | | |
| Complaints | n/a | n/a | n/a | n/a |
| 1. | | | | |
| 2. | | | | |

6.0 Public Participation Plan

FTA Circular 4702.1B, Chapter III, Paragraph 4.a.4: Every Title VI Plan shall include the following information: A public participation plan that includes an outreach plan to engage minority and limited English proficient populations, as well as a summary of outreach efforts made since the last Title VI Plan submission. A recipient's targeted public participation plan of minority populations may be part of efforts that extend more broadly to include constituencies that are traditionally underserved, such as people with disabilities, low-income populations, and others.

The Public Participation Plan (PPP) of the TPO for the Lowndes County Transit System was developed to ensure that all members of the public, including minorities and Limited English Proficient (LEP) populations, are reasonably encouraged to participate in the decision making process for the TPO and the Lowndes County Transit System. Policy and service delivery decisions need to take into consideration community sentiment and public opinion based upon reasonable and well-executed outreach efforts. The public outreach strategies described in the PPP are designed to provide the public with effective access to information about the Lowndes County Transit System services and to provide a variety of efficient and convenient methods for receiving and considering public comment prior to implementing changes to services. The PPP is included as Appendix F to this Title VI Plan.

Current Outreach Efforts

Lowndes County Transit System is required to submit a summary of public outreach efforts made over the last three (3) years. The Lowndes County Transit System does not directly offer any transportation services, but rather contracts with the TPO to provide a 5311 Transit System service (the only transportation service currently provided by Lowndes County). The following is a list and short description of recent, current, and planned outreach activities.

The TPO in conjunction with the Lowndes County Transit System holds a public meeting annually (or more frequently as needed) concerning the 5311 Transit System. This public meeting allows the public generally to provide input and seek information and ask questions concerning the 5311 Transit System, and specifically to comment on the annual grant application by the Lowndes County Transit System for GDOT funding for the 5311 Transit System. The Lowndes County Board of Commissioners, Lowndes County Transit System and TPO periodically receive verbal comments from the public, both publicly and privately, from citizens and community groups concerning the 5311 Transit System. The Commissioners make themselves easily available to their constituents, and the Lowndes County Transit System staff and the TPO staff are available to the citizens of Lowndes County during normal business hours. The Lowndes County website and the TPO's website are designed to be user-friendly in providing contact information for each Lowndes County Commissioner, the Lowndes County Manager, the staff of the Lowndes County Transit System, and the staff of the TPO.

7.0 Language Assistance Plan

FTA Circular 4702.1B, Chapter III, Paragraph 9: Recipients shall take reasonable steps to ensure meaningful access to benefits, services, information, and other important portions of their programs and activities for individuals who are limited English proficient (LEP).

The TPO operates a Transit System within Lowndes County and surrounding area on behalf of the Lowndes County Transit System. The Language Assistance Plan (LAP) has been prepared to address the TPO'S and Lowndes County Transit System's responsibilities as they relate to the needs of individuals with Limited English Proficiency (LEP). Individuals, who have a limited ability to read, write, speak or understand English are LEP. In the Lowndes County Transit System service area there are 2,304 residents or 2.18% who describe themselves as not able to communicate in English very well (Source: US Census). Lowndes County Transit System is federally mandated (Executive Order 13166) to take responsible steps to ensure meaningful access to the benefits, services, information and other important portions of its programs and activities for individuals who are LEP. Lowndes County Transit System has utilized the U.S. Department of Transportation (DOT) LEP Guidance Handbook and performed a four factor analysis to develop its LAP. The LAP is included in this Title VI Plan as Appendix G.

8.0 Transit Planning and Advisory Bodies

FTA Circular 4702.1B, Chapter III, Paragraph 10: Recipients that have transit-related, non-elected planning boards, advisory councils or committees, or similar committees, the membership of which is selected by the recipient, must provide a table depicting the racial breakdown of the membership of those committees, and a description of efforts made to encourage the participation of minorities on such committees.

The Lowndes County Transit System does not have a transit-related committee or board, therefore this requirement does not apply.

9.0 Title VI Equity Analysis

FTA Circular 4702.1B, Chapter III, Paragraph 4.a.8: If the recipient has constructed a facility, such as vehicle storage, maintenance facility, operation center, etc., the recipient shall include a copy of the Title VI equity analysis conducted during the planning stage with regard to the location of the facility.

Title 49 CFR, Appendix C, Section (3)(iv) requires that “the location of projects requiring land acquisition and the displacement of persons from their residences and business may not be determined on the basis of race, color, or national origin.” For purposes of this requirement, “facilities” does not include bus shelters, as they are considered transit amenities. It also does not include transit stations, power substations, or any other project evaluated by the National Environmental Policy Act (NEPA) process. Facilities included in the provision include, but are not limited to, storage facilities, maintenance facilities, operations centers, etc. In order to comply with the regulations, Lowndes County Transit System will ensure the following:

1. The Lowndes County Transit System will complete a Title VI equity analysis for any facility during the planning stage with regard to where a project is located or sited to ensure the location is selected without regard to race, color, or national origin. Lowndes County Transit System will engage in outreach to persons potentially impacted by the siting of the facility. The Title VI equity analysis must compare the equity impacts of various siting alternatives, and the analysis must occur before the selection of the preferred site.
2. When evaluating locations of facilities, the Lowndes County Transit System will give attention to other facilities with similar impacts in the area to determine if any cumulative adverse impacts might result. Analysis should be done at the Census tract or block group level where appropriate to ensure that proper perspective is given to localized impacts.
3. If the Lowndes County Transit System determines that the location of the project will result in a disparate impact on the basis of race, color, or national origin, Lowndes County Transit System may only locate the project in that location if there is a substantial legitimate justification for locating the project there, and where there are no alternative locations that would have a less disparate impact on the basis of race, color, or national origin. Lowndes County Transit System must demonstrate and document how both tests are met. Lowndes County Transit System will consider and analyze alternatives to determine whether those alternatives would have less of a disparate impact on the basis of race, color, or national origin, and then implement the least discriminatory alternative.

The Lowndes County Transit System has not recently constructed any facilities nor does it currently have any facilities in the planning stage. Therefore, the Lowndes County Transit System does not have any Title VI Equity Analysis reports to submit with this Plan. The Lowndes County Transit System will utilize the demographic maps included in Appendix I for future Title VI analysis.

10.0 System-Wide Service Standards and Service Policies

FTA Circular 4702.1B, Chapter III, Paragraph 10: All fixed route transit providers shall set service standards and policies for each specific fixed route mode of service they provide.

The Lowndes County Transit System is not a fixed route service provider.

11.0 Appendices

| | |
|------------|---|
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Appendix A

FTA Circular 4702.1B Reporting Requirements for Transit Providers

Every three years, on a date determined by FTA, each recipient is required to submit the following information to the Federal Transit Administration (FTA) as part of their Title VI Program. Sub-recipients shall submit the information below to their primary recipient (the entity from whom the sub-recipient receives funds directly), on a schedule to be determined by the primary recipient.

General Requirements

All recipients must submit:

- Title VI Notice to the Public, including a list of locations where the notice is posted
- Title VI Complaint Procedures (i.e., instructions to the public regarding how to file a Title VI discrimination complaint)
- Title VI Complaint Form
- List of transit-related Title VI investigations, complaints, and lawsuits
- Public Participation Plan, including information about outreach methods to engage minority and limited English proficient populations (LEP), as well as a summary of outreach efforts made since the last Title VI Program submission
- Language Assistance Plan for providing language assistance to persons with limited English proficiency (LEP), based on the DOT LEP Guidance
- A table depicting the membership of non-elected committees and councils, the membership of which is selected by the recipient, broken down by race, and a description of the process the agency uses to encourage the participation of minorities on such committees
- Primary recipients shall include a description of how the agency monitors its sub-recipients for compliance with Title VI, and a schedule of sub-recipient Title VI Program submissions
- A Title VI equity analysis if the recipient has constructed a facility, such as a vehicle storage facility, maintenance facility, operation center, etc.**
- A copy of board meeting minutes, resolution, or other appropriate documentation showing the board of directors or appropriate governing entity or official(s) responsible for policy decisions reviewed and approved the Title VI Program. For State DOTs, the appropriate governing entity is the State's Secretary of Transportation or equivalent. The approval must occur prior to submission to FTA.
- Additional information as specified in Chapters IV, V, and VI, depending on whether the recipient is a transit provider, a State, or a planning entity (see below)

Requirements of Transit Providers - N/A

All Fixed Route Transit Providers must submit:

- All requirements set out in Chapter III (General Requirements)
- Service standards
 - Vehicle load for each mode
 - Vehicle headway for each mode
 - On time performance for each mode
 - Service availability for each mode
- Service policies
 - Transit Amenities for each mode
 - Vehicle Assignment for each mode

Transit Providers that operate 50 or more fixed route vehicles in peak service and are located in an Urbanized Area (UZA) of 200,000 or more people must submit:

- Demographic and service profile maps and charts
- Demographic ridership and travel patterns, collected by surveys
- Results of their monitoring program and report, including evidence that the board or other governing entity or official(s) considered, was aware of the results, and approved the analysis
- A description of the public engagement process for setting the “major service change policy,” disparate impact policy, and disproportionate burden policy
- Results of service and/or fare equity analyses conducted since the last Title VI Program submission, including evidence that the board or other governing entity or official(s) considered, was aware of, and approved the results of the analysis

Appendix B

Current System Description

Current System Description

1. An overview of the organization including its mission, program goals and objectives.

The Lowndes County Transit Department's current and long-term focus as a transportation provider is on offering the 5311 Transit System for the Lowndes County community. The Lowndes County Transit Department's goal is to create and provide a demand response transit system with the objective of providing safe, reliable, timely and efficient transportation services to county residents, fully compliant with regulatory requirements, and at the minimum cost to the County and its citizens.
2. Organizational structure; type of operation.

The Lowndes County Transit Department's 5311 Transit System is managed and operated by a third party, the TPO, through a contract with Lowndes County government. The TPO reports to the Lowndes County Transit Department. The Lowndes County Transit Department consists of one County employee who devotes approximately 25% of her time to the TPO contract relying solely on the TPO for the actual management and operation of the 5311 Transit System. This County employee reports to the County Engineer who reports to the County Manager who reports directly to the Lowndes County Board of County Commissioners (BCC). The BCC is committed to this 5311 Transit System program and has, therefore, initiated our 5311 Program transit service as the County's public transportation program. The 5311 Transit System (a demand response system) operates Monday through Friday (excluding holidays) from approximately 7:30 AM to 5:30 PM.
3. Indicate if your agency is a government authority.

The Lowndes County Transit System is not a government authority.
4. Who is responsible for insurance, training and management, and administration of the agency's transportation programs?

The TPO is responsible for training, management and operation of all aspects of the 5311 Transit System (Lowndes County's only transit service). The TPO requires safety sensitive employees to complete GDOT approved safety and security training course as part of its new hire orientation. All new TPO employees operating transit vehicles are also required to complete 80 hours of on-the-road driver's training, which includes riding with a training driver, behind-the-wheel training, and training on proper use of wheel chair lifts and securing devices. The TPO is responsible for annual renewal of all liability insurance for both GDOT and County-owned 5311 Transit System vehicles, as well as vehicle registration renewal. It is the TPO's responsibility to administer all aspects of the 5311 Transit System transportation program and to control access and usage of all program vehicles.
5. Who provides vehicle maintenance and record keeping?

Maintenance on all 5311 Transit Program vehicles is provided directly or indirectly by the TPO. The TPO utilizes only ASE certified technicians with experience in working on commercial passenger vehicles like the type the 5311 Transit System uses. All maintenance is performed using the Preventative Maintenance Plan, which conforms to the State Vehicle Maintenance Guidelines set forth in the GDOT Preventative Maintenance Guidelines document. All vehicle files and driver files are kept on-site at the TPO's operations base located at 1610 River Street, Valdosta, GA 31601 and are maintained by the TPO. All records are maintained and retained for a minimum of four (4) years.

6. Number of current transportation related employees

The TPO has approximately 12 persons employed in managing and operating Lowndes County's 5311 Transit System, including, full time drivers, part-time drivers, administrators, and support staff. Lowndes County's Transit Department consists of one full-time County employee who devotes approximately 25% of her time to overseeing the County's contract with the TPO for the County's 5311 Transit System.

7. Who will drive the vehicle, number of drivers, CDL certifications, etc.?

Only TPO employees that have completed all of the required safety and driver training requirements are to be allowed to drive the transit vehicles. All those drivers are required to possess a valid Commercial Driver's License. This allows such licensed drivers to operate all of the 5311 Transit System's larger vehicles and for the opportunity for the other drivers to fill in on service routes with the larger vehicles.

8. A detailed description of service routes and ridership numbers

Transportation services provided through Lowndes County's 5311 Transit System are available to Lowndes County area customers. The 5311 Transit System is solely a demand response transportation system (Lowndes County does not have a fixed route transportation system). This 5311 Transit System incorporates on-call and contract services. The TPO provides a wide range of trip purposes via the 5311 Transit System that include: medical, nutrition, shopping, social service, training, employment, social and recreation. Less than approximately 5% of the medical trips provided are to medical facilities outside of Lowndes County; therefore, out of County services are directed to the nearby highway corridors that surround the Lowndes County community for optimum efficiency of trip duration and the most convenient route. Currently, the 5311 Transit System uses a variety of vehicles to provide demand response passenger services. The 5311 Transit System's fleet includes vans, modified vans, and buses. Three (3) of those vehicles are equipped for wheelchair service. The TPO prioritize grouping trips and multi-loading to the maximum extent possible. The TPO makes approximately 155 passenger trips per day on average and leverages the vehicle fleet resources so that all vehicles are used in a responsible manner to provide optimum demand response coverage and retire the vehicles at a consistent pace and appropriate age and mileage.

Appendix C

Title VI Plan Adoption Meeting Minutes and GDOT Concurrence Letter

Insert BOC meeting minutes once Plan adopted.

Appendix D

Title VI Sample Notice to Public

Notifying the Public of Rights Under Title VI

The Lowndes County Transit System

- The Lowndes County Transit System operates its programs and services without regard to race, color, and national origin in accordance with Title VI of the Civil Rights Act. Any person who believes she or he has been aggrieved by any unlawful discriminatory practice under Title VI may file a complaint with MIDS Transportation, Inc. the transit operator, or with the Lowndes County Transit System.
- For more information on The Lowndes County Transit System's civil rights program, and the procedures to file a complaint, contact (229) 671-2400; email kbeals@lowndescounty.com; or visit MIDS Transportation Inc's administrative office at 1610 River Street, Valdosta, GA 31601 or the Transit Department's administrative office at 327 N. Ashley Street, Valdosta, GA 31601. For more information, visit www.lowndescounty.com
- If information is needed in another language, contact (229) 671-2400 (Phone #)
- You may also file your complaint directly with the FTA at: Federal Transit Administration Office of Civil Rights Attention: Title VI Program Coordinator, East Building, 5th Floor - TCR 1200 New Jersey Ave., SE, Washington, DC 20590

Notificación al Público de los Derechos Bajo el Título VI

La sistema de tránsito de Lowndes County

- La sistema de tránsito de Lowndes County opera sus programas y servicios, sin distinción de raza, color y origen nacional, de conformidad con el Título VI del Acta de Derechos Civiles. Cualquier persona que cree que él o ella ha sido agraviada por cualquier práctica discriminatoria ilegal bajo el Título VI, puede presentar una queja [MIDS Transportation, Inc.] con el sistema de transporte Lowndes County.
- Para obtener más información sobre la programa de derechos civiles de La sistema de tránsito de Lowndes County, y los procedimientos para presentar una queja, contacte a (229) 671-2411; email kbeals@lowndescounty.com; o visite MIDS Transportation, Inc. la oficina administrativa en 1610 River Street, Valdosta, GA 31601 or en la oficina administrativa del Departamento de Tránsito en 327 N. Ashley Street, Valdosta, GA 31601. Para obtener más información, visite www.lowndescounty.com
- Si se necesita información en otro idioma, el contacto (229) 671-2400 (Teléfono)
- También puede presentar su queja directamente con el FTA en: Oficina Federal de Administración de Tránsito de Derechos Civiles Atención: Coordinador de Programa del Título VI, East Building, 5th Floor - TCR 1200 New Jersey Ave., SE, Washington, DC 20590

Appendix E

Title VI Complaint Form

Lowndes County Transit System

Title VI Complaint Form

| | | | | |
|---|---|--|------------------------------|----|
| Section I: | | | | |
| Name: | | | | |
| Address: | | | | |
| Telephone (Home): | | | Telephone (Work): | |
| Electronic Mail Address: | | | | |
| Accessible Format Requirements? | Large Print | | Audio Tape | |
| | TDD | | Other | |
| Section II: | | | | |
| Are you filing this complaint on your own behalf? | | | Yes* | No |
| *If you answered "yes" to this question, go to Section III. | | | | |
| If not, please supply the name and relationship of the person for whom you are complaining: | | | | |
| Please explain why you have filed for a third party: _____ | | | | |
| Please confirm that you have obtained the permission of the aggrieved party if you are filing on behalf of a third party. | | | Yes | No |
| Section III: | | | | |
| I believe the discrimination I experienced was based on (check all that apply): | | | | |
| <input type="checkbox"/> Race | <input type="checkbox"/> Color | <input type="checkbox"/> National Origin | <input type="checkbox"/> Age | |
| <input type="checkbox"/> Disability | <input type="checkbox"/> Family or Religious Status | <input type="checkbox"/> Other (explain) _____ | | |
| Date of Alleged Discrimination (Month, Day, Year): _____ | | | | |
| Explain as clearly as possible what happened and why you believe you were discriminated against. Describe all persons who were involved. Include the name and contact information of the person(s) who discriminated against you (if known) as well as names and contact information of any witnesses. If more space is needed, please use the back of this form. _____ _____ | | | | |
| Section IV | | | | |
| Have you previously filed a Title VI complaint with this agency? | | | Yes | No |

| | |
|---|---|
| Section V | |
| Have you filed this complaint with any other Federal, State, or local agency, or with any Federal or State court? | |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| If yes, check all that apply: | |
| <input type="checkbox"/> Federal Agency: _____ | |
| <input type="checkbox"/> Federal Court _____ | <input type="checkbox"/> State Agency _____ |
| <input type="checkbox"/> State Court _____ | <input type="checkbox"/> Local Agency _____ |
| Please provide information about a contact person at the agency/court where the complaint was filed. | |
| Name: | |
| Title: | |
| Agency: | |
| Address: | |
| Telephone: | |
| Section VI | |
| Name of agency complaint is against: | |
| Contact person: | |
| Title: | |
| Telephone number: | |

You may attach any written materials or other information that you think is relevant to your complaint.

Signature and date required below

Signature Date

Please submit this form in person at the address below, or mail this form to:

Kevin Beals
 Administrator for Title VI Programs for Transit
 Lowndes County
 327 N. Ashley Street
 Valdosta, GA 31601

La sistema de tránsito de Lowndes County
Formulario de Queja del Título VI

| | | | |
|--|--------------|---------------------|-------------------|
| Sección I: | | | |
| Nombre: | | | |
| dirección: | | | |
| Teléfono (Casa): | | Teléfono (Trabajo): | |
| Dirección de Correo Electrónico: | | | |
| Requisitos formato accesible? | Letra Grande | | Audio Tape |
| | TDD | | Other |
| Sección II: | | | |
| ¿Está usted presentando esta queja en su propio nombre? | | Si* | No |
| * Si usted contestó "sí" a esta pregunta, ve a la sección III. | | | |
| Si no es así, por favor proporcione el nombre y la relación de la persona a la que usted se queja: | | | |
| Por favor, explique por qué usted ha presentado por un tercero: | | | |
| | | | |
| Por favor, confirma que ha obtenido el permiso de la parte perjudicada, si usted está presentando en nombre de un tercero. | | Si | No |
| Sección III: | | | |
| Creo que la discriminación que experimenté fue basado en (marque todo lo que corresponda): <input type="checkbox"/> Raza <input type="checkbox"/> Color <input type="checkbox"/> Origen Nacional <input type="checkbox"/> Edad <input type="checkbox"/> Discapacidad <input type="checkbox"/> Familia o Estado religioso <input type="checkbox"/> Otro (explicar) _____ | | | |
| Fecha de la Discriminación Presunta (Mes, Día, Año): _____ | | | |
| Explique lo más claramente posible lo que pasó y por qué cree que fue discriminado. Describir todas las personas que estuvieron involucradas. Incluya el nombre y la información de contacto de la persona (s) que lo discriminó (si se conoce), así como los nombres y la información de contacto con los testigos. Si se necesita más espacio, por favor use el reverso de este formulario. _____ _____ | | | |
| Sección IV: | | | |
| ¿Ha presentado anteriormente una queja del Título VI con esta agencia? | | Si | No |

Sección V:

¿Ha presentado esta queja ante cualquier otro, estatal o agencia local Federal, o con cualquier tribunal federal o estatal?

Sí No

En caso afirmativo, marque todo lo que corresponda:

Agencia Federal: _____

Tribunal Federa: _____

Tribunal Estatal: _____

Agencia Estatal: _____

Agencia Local: _____

Sírvanse proporcionar información acerca de una persona de contacto en la agencia / tribunal donde se presentó la queja.

Nombre:

título:

agencia:

dirección:

Teléfono:

Sección VI:

Nombre de la agencia de queja es en contra:

Persona de contacto:

título:

Teléfono:

Puede adjuntar cualquier material escrito o cualquier otra información que usted piensa que es relevante para su queja.

Firma y fecha requerida a continuación

Firma

Fecha

Por favor, envíe este formulario en persona en la dirección indicada más abajo, o envíe este formulario a:

Kevin Beals
 Administrator for Title VI Program for Transit
 Lowndes County
 327 N. Ashley Street
 Valdosta, GA 31601

Appendix F

Public Participation Plan (PPP)

Appendix F

Public Participation Plan (PPP)

Introduction

The Public Participation Plan (PPP) for Lowndes County's 5311 Transit System's was developed to ensure that all members of the public, including minorities and Limited English Proficient (LEP) populations, are encouraged to participate in the decision making process of the TPO and the Lowndes County Transit Department regarding the 5311 Transit System. Policy and service delivery decisions need to take into consideration community sentiment and public opinion based upon reasonable and well-executed outreach efforts. The public outreach strategies described in the PPP are designed to provide the public with effective access to information about the 5311 Transit System's, the TPO's and the Lowndes County Transit Department's services and to provide a variety of efficient and convenient methods for receiving and considering public comment prior to implementing changes to services. The TPO and the Lowndes County Transit Department also recognize the importance of many types of stakeholders in the decision-making process, including other units of government, metropolitan area agencies, community-based organizations, major employers, passengers and the general public, including low-income, minority, LEP, and other traditionally underserved communities.

Public Participation Goals

The main goal of the PPP is to offer meaningful opportunities for all interested segments of the public, including, but not limited to, low-income, minority and LEP groups, to comment about the 5311 Transit System's operations and about the TPO and the Lowndes County Transit Department. The goals for this PPP include:

- **Inclusion and Diversity:** The TPO will proactively reach out and engage low-income, minority, and LEP populations for the 5311 Transit System's service area so these groups will have an opportunity to participate.
- **Accessibility:** All legal requirements for accessibility will be met. Efforts will be made to enhance the accessibility of the public's participation – physically, geographically, temporally, linguistically and culturally.
- **Clarity and Relevance:** Issues will be framed in public meetings in such a way that the significance and potential effect of proposed decisions is understood by participants. Proposed adjustments to fares or services will be described in language that is clear and easy to understand.
- **Responsive:** The TPO and the Lowndes County Transit Department will strive to respond to and incorporate, when reasonably possible, appropriate public comments into transportation decisions.
- **Tailored:** Public participation methods will be reasonably tailored to match local and cultural preferences as much as practicable.
- **Flexible:** The public participation process will seek to accommodate participation in a variety of ways and will be adjusted over time as may be required.

Public Participation Methods

The methods of public participation included in this PPP were developed considering demand response transit system best practices in conjunction with the needs and capabilities of the TPO and the Lowndes County Transit Department. The Lowndes County Transit Department and the TPO intend to achieve meaningful public participation by a variety of methods with respect to service and any significant changes to such service.

The TPO, and as needed the Lowndes County Transit Department, will conduct public meetings and listening sessions as appropriate (at least one annually) open to passengers, employers, and community based organizations to gather public input and distribute information about service quality, and significant proposed service changes or new service options.

The public will be invited to provide feedback on the TPO's website www.midsinc.net and the Lowndes County Transit Department website www.lowndescounty.com and all feedback on these sites will be summarized and passed on to the TPO's and the Lowndes County Transit Department's management. The public will also be able to call the TPO's office at [(229) 426-5100] and the Lowndes County Transit Department at (220) 671-2400 during their normal hours of operation. A summary of feedback collected over the phone will be made and passed on to the TPO's and the Lowndes County Transit Department's respective management. Formal customer surveys to measure performance, and listening sessions to solicit input, will be conducted periodically by the TPO. The comments received as a part of these participation methods will be responded to as appropriate.

Meetings will be held and formats tailored as needed to help achieve specific public participation goals that vary by project or the nature of the proposed adjustment of service. A meeting could be designed to share information and answer questions. The same or another meeting may be designed to engage the public in providing input, establishing priorities, and helping to achieve consensus on a specific recommendation. A public meeting will be conducted to solicit and consider public comments before implementing proposed significant adjustments to services. In each case, an agenda for those meetings will be created that work to achieve the stated goals and is relevant to the subject and not overwhelming for the public.

For all public meetings, the venue will be a facility that is accessible for persons with disabilities and, preferably, is served by public transit. If a series of meetings are scheduled on a topic, different meeting locations may be used, since no one location is usually convenient to all participants.

For public meetings and other important information, the TPO (and as appropriate the Lowndes County Transit Department) will use a variety of means to make riders and citizens aware, including some or all of the following methods as appropriate:

- In-vehicle advertisement
- Posters or flyers in the TPO's and Lowndes County Transit Department's offices
- Posters or flyers in the offices of key social services agencies and other community based user organizations of the 5311 Transit System
- Posting information on the TPO's and the Lowndes County Transit Department's websites
- Press releases and briefings to media outlets
- Multilingual flyer distribution to community based organizations, particularly those that target the LEP population
- Flyers and information distribution through various libraries and other civic locations
- Communications to relevant elected officials
- Other methods required by local or state laws or agreements

Consider utilizing some of the effective best practices included in template under this section.

All information and materials communicating significant proposed and actual service adjustments will be provided as requested in English and Spanish. (Have included Spanish since we know that Spanish meets Safe Harbor Provision.)

Public Meeting

The TPO in conjunction with Lowndes County Transit Department will conduct an annual public meeting (or more frequently if need be) to discuss any significant changes to policies or services and to solicit public input for consideration regarding the 5311 Transit System's operations and services prior to final decisions being made regarding significant or material changes in service.

LCB Meetings

Not applicable – Given the small size of the 5311 Transit System, the Lowndes County Transit Department does not have a Local Coordinating Board. Users of the 5311 Transit System, community based groups and citizens have a variety of ways to provide input regarding the service, operations and management of the 5311 Transit System.

Appendix G

Language Assistance Plan (LAP)

I. Introduction

Lowndes County Transit System operates a transit system within Lowndes County and surrounding area. The Language Assistance Plan (LAP) has been prepared to address Lowndes County Transit System's responsibilities as they relate to the needs of individuals with Limited English Proficiency (LEP). Individuals, who have a limited ability to read, write, speak or understand English are LEP. In Lowndes County Transit System service area there are 2,304 residents or 2.18% who describe themselves as not able to communicate in English "very well" (Source: US Census). Lowndes County Transit System is federally mandated (Executive Order 13166) to take responsible steps to ensure meaningful access to the benefits, services, information and other important portions of its programs and activities for individuals who are LEP. Lowndes County Transit System has utilized the U.S. Department of Transportation (USDOT) LEP Guidance Handbook and performed a four factor analysis to develop its LAP.

The U.S. Department of Transportation Handbook, titled "Implementing the Department of Transportation's Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficient (LEP) Persons: A Handbook for Public Transportation Providers, (April 13, 2007) " (hereinafter "Handbook"), states that Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d et seq., and its implementing regulations provide that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity that receives Federal financial assistance (Handbook, page 5). The Handbook further adds that Title VI prohibits conduct that has a disproportionate effect on LEP persons because such conduct constitutes national origin discrimination (Handbook, page 5).

Executive Order 13166 of August 16, 2000 states that recipients of Federal financial assistance must take reasonable steps to ensure meaningful access to their programs and activities by LEP persons (Handbook, page 6). Additionally recipients should use the DOT LEP Guidance to determine how best to comply with statutory and regulatory obligations to provide meaningful access to the benefits, services, information and other important portions of their programs and activities for individuals who are LEP (Handbook, page 6). These provisions are included in FTA Circular 4702.1B in Paragraph 9 of Chapter III (pages III-6 to III-9).

For many LEP individuals, public transit is the principal transportation mode available. It is important for Lowndes County Transit System be able to communicate effectively with all of its riders. When Lowndes County Transit System is able to communicate effectively with all of its riders, the service provided is safer, more reliable, convenient, and accessible for all within its service area. Lowndes County Transit System is committed to taking reasonable steps to ensure meaningful access for LEP individuals to this agency's services in accordance with Title VI.

This plan will demonstrate the efforts that Lowndes County Transit System undertakes to make its service accessible to all persons without regard to their ability to communicate in English. The plan addresses how services will be provided through general guidelines and procedures including the following:

- Identification: Identifying LEP populations in service areas
- Notification: Providing notice to LEP individuals about their right to language services
- Interpretation: Offering timely interpretation to LEP individuals upon request

- Translation: Providing timely translation of important documents
- Staffing: Identifying Lowndes County Transit System staff to assist LEP customers
- Training: Providing training on LAP to responsible employees.

II. Four Factor Analysis

The analysis provided in this report has been developed to identify LEP population that may use Lowndes County Transit System services and identify needs for language assistance. This analysis is based on the “Four Factor Analysis” presented in the Implementing the Department of Transportation’s Policy Guidance Concerning Recipients’ Responsibilities to Limited English Proficient (LEP) Persons, dated April 13, 2007, which considers the following factors:

1. The number and proportion of LEP persons in the service area who may be served or are likely to encounter a Lowndes County Transit System program, activity or service.
2. The frequency with which LEP persons come in contact with Lowndes County Transit System programs, activities or services.
3. The nature and importance of programs, activities or services provided by Lowndes County Transit System to the LEP population.
4. The resources available to Lowndes County Transit System and overall costs to provide LEP assistance

a. **Factor 1: The Number and Proportion of LEP Persons Serviced or Encountered in the Eligible Service Population**

Of the 105,859 residents in the Lowndes County Transit System service area 2,304 residents describe themselves as speaking English less than “very well”. People of Spanish descent are the primary LEP persons likely to utilize Lowndes County Transit System services. For the Lowndes County Transit System service area, the American Community Survey of the U.S. Census Bureau shows that among the area’s population 97.8% speak English “very well”. For groups who speak English “less than very well”, 62.98% speak Spanish and 23.31% speak other Indo-European languages.

Appendix H contains a table which lists the languages spoken at home by the ability to speak English for the population within the Lowndes County Transit System service area.

b. **Factor 2: The Frequency with which LEP Individuals Come into Contact with Your Programs, Activities, and Services**

The Federal guidance for this factor recommends that agencies should assess the frequency with which they have contact with LEP individuals from different language groups. The more frequent the contact with a particular LEP language group, the more likely enhanced services will be needed.

Lowndes County Transit System has assessed the frequency with which LEP individuals come in contact with the transit system. The methods utilized for this assessment include analysis

of Census data, examining phone inquiries, requests for translated documents, and staff survey. As discussed above, Census data indicates that THE Lowndes County Transit System area's most prominent LEP group speaks Spanish. However, that group is still under the 5% threshold. Phone inquiries and staff survey feedback indicated that Lowndes County Transit System dispatchers and drivers interact infrequently with LEP persons. The majority of these interactions have occurred with LEP persons who mainly spoke Spanish. Over the past 17 years, Lowndes County Transit System has had 0 requests for translated documents.

c. Factor 3: The Nature and Importance of the Program, Activity, or Service Provided by the Recipient to People's Lives

Public transportation and regional transportation planning is vital to many people's lives. According to the Department of Transportation's *Policy Guidance Concerning Recipient's Responsibilities to LEP Persons*, providing public transportation access to LEP persons is crucial. A LEP person's inability to utilize public transportation effectively, may adversely affect his or her ability to access health care, education, or employment.

The Lowndes County Transit System contracts with the TPO for the TPO to use Federal funds to provide a complete, small Section 5311 Rural Transit assisted transportation projects and does not provide any direct service or program that requires vital, immediate or emergency assistance, such as medical treatment or services for basic needs (like food or shelter).

a. Factor 4: The Resources Available to the Recipient and Costs

The resources available to the TPO from the Lowndes County Transit Department for the 5311 Transit System, and overall costs.

The final factor weighs the previous factors to assess the needs of LEP individuals regarding the 5311 Transit System against the resources available to the TPO for providing such assistance to LEP individuals in a language other than English. The TPO has a meaningful number of LEP residents within Lowndes County, but historically the frequency of their contact with the TPO has been low. Full translation of major TPO documents regarding the 5311 Transit System would be prohibitively expensive. The TPO is committed to the principle of inclusivity and uses more cost-effective means of outreach, such as the Google translator on its website. Should translation services regarding the 5311 Transit System be required in the future, the TPO will seek out additional translation and interpretation services and utilize all reasonable resources to accommodate the needs of the LEP populations.

III. Language Assistance Plan

In developing a Language Assistance Plan, FTA guidance recommends the analysis of the following five elements:

1. Identifying LEP individuals who need language assistance
2. Providing language assistance measures
3. Training staff
4. Providing notice to LEP persons
5. Monitoring and updating the plan

The five elements are addressed below.

a. Element 1: Identifying LEP Individuals Who Need Language Assistance

Federal guidance provides that there should be an assessment of the number or proportion of LEP individuals eligible to be serviced or encountered and the frequency of encounters pursuant to the first two factors in the four-factor analysis.

Lowndes County Transit System has identified the number and proportion of LEP individuals within its service area using United States Census data (see Appendix H). As presented earlier, 93.7% of the service area population speaks English only. The largest non-English spoken language in the service area is Spanish (3.7%). Of those whose primary spoken language is Spanish, approximately 36.7% identify themselves as speaking less than “very well”. Those residents whose primary language is not English or Spanish and who identify themselves as speaking English less than “very well” account for .81% of the service area population.

Lowndes County Transit System and its TPO may identify language assistance need for an LEP group by:

1. Examining records to see if requests for language assistance have been received in the past, either at meetings or over the phone, to determine whether language assistance might be needed at future events or meetings.
2. Having Census Bureau Language Identification Flashcards available at Lowndes County Transit System Meetings. This will assist Lowndes County Transit System in identifying language assistance needs for future events and meetings.
3. Having Census Bureau Language Identification Flashcards on all transit vehicles to assist operators in identifying specific language assistance needs of passengers. If such individuals are encountered, vehicle operators will be instructed to obtain contact information to give to Lowndes County Transit System management to follow-up.
4. Vehicle operators and front-line staff (i.e. Dispatchers, Transit Operation Supervisors, etc.) will be surveyed on their experience concerning any contacts with LEP persons during the previous year.

b. Element 2: Language Assistance Measures

Federal Guidance suggests that an effective LAP should include information about the ways in which language assistance will be provided. This refers to listing the different language services an agency provides and how staff can access this information.

For this task Federal Guidance recommends that transit agencies consider developing strategies that train staff as to how to effectively deal with LEP individuals when they either call agency centers or otherwise interact with the agency.

The Lowndes County Transit System through the TPO has undertaken the following actions to improve access to information and services for LEP individuals:

In the event that the TPO should receive a request for assistance in a foreign language, staff members will take the name and contact information of the requesting person. The TPO staff will determine the language spoken and seek out a local translator/interpreter. If the

required language translator/interpreter is not available locally, staff shall use other reasonable professional services like the Language Line or the Atlanta Association of Interpreters and Translators.

The Lowndes County Transit System will utilize the demographic maps provided in Appendix I in order to better provide the above efforts to the LEP persons within the service area.

c. Element 3: Training Staff

Federal guidance states staff members of an agency should know their obligations to provide meaningful access to information and services for LEP persons and that all employees in public contact positions should be properly trained.

Suggestions for implementing Element 3 of the Language Assistance Plan, involve: (1) identifying agency staff likely to come into contact with LEP individuals; (2) identifying existing staff training opportunities; (3) providing regular re-training for staff dealing with LEP individual needs; and (4) designing and implementing LEP training for agency staff.

In the case of Lowndes County Transit System, the most important staff training is for Customer Service Representatives and transit drivers. Incoming TPO staff members will be briefed on this LAP Plan and how to assist LEP residents. The following training will be provided:

- a. Information on Title VI Procedures and LEP responsibilities
- b. Use of Language Identification Flashcards
- c. Documentation of language assistance requests
- d. How to handle a potential Title VI/LEP complaint

d. Element 4: Providing Notice to LEP Persons

The TPO will provide notice in both English and Spanish for all public meetings regarding the 5311 Transit System in accordance with the Participation Plan for the meeting.

Upon reasonable request, the TPO may make arrangements to have a translator available at such public meetings for communications in another language and to have written materials distributed at the meeting in the requested language.

a. Element 5: Monitoring and Updating the Plan

The plan will be reviewed and updated on an ongoing basis. Updates will consider the following:

- The number of documented LEP person contacts encountered annually
- How the needs of LEP persons have been addressed
- Determination of the current LEP population in the service area
- Determination as to whether the need for translation services has changed
- Determine whether Lowndes County Transit System's financial resources are sufficient to fund language assistance resources needed

Lowndes County Transit System understands the value that its service plays in the lives of individuals who rely on this service, and the importance of any measures undertaken to make the use of system easier. Lowndes County Transit System is open to suggestions from all sources, including customers, Lowndes County Transit System staff, other transportation agencies with similar experiences with LEP communities, and the general public, regarding additional methods to improve their accessibility to LEP communities.

IV. Safe Harbor Provision

DOT has adopted the Department of Justice's Safe Harbor Provision, which outlines circumstances that can provide a "safe harbor" for recipients regarding translation of written materials for LEP population. The Safe Harbor Provision stipulates that, if a recipient provides written translation of vital documents for each eligible LEP language group that constitutes five percent (5%) or 1,000 persons, whichever is less, of the total population of persons eligible to be served or likely to be affected or encountered, then such action will be considered strong evidence of compliance with the recipient's written translation obligations. Translation of non-vital documents, if needed, can be provided orally. If there are fewer than 50 persons in a language group that reaches the five percent (5%) trigger, the recipient is not required to translate vital written materials but should provide written notice in the primary language of the LEP language group of the right to receive competent oral interpretation of those written materials, free of cost.

Lowndes County Transit System service area has LEP populations which qualify for the Safe Harbor Provision. As shown in Appendix H, the Lowndes County Transit System has the Spanish LEP group which speaks English less than "very well" which exceed either 5.0% or 1,000 persons.

The Safe Harbor Provision applies to the translation of written documents only. They do not affect the requirement to provide meaningful access to LEP individuals through competent oral interpreters where oral language services are needed and are reasonable. The Lowndes County Transit System may determine, based on the Four Factor Analysis, that even though a language group meets the threshold specified by the Safe Harbor Provision, written translation may not be an effective means to provide language assistance measures.

Appendix H

Operating Area Language Data:

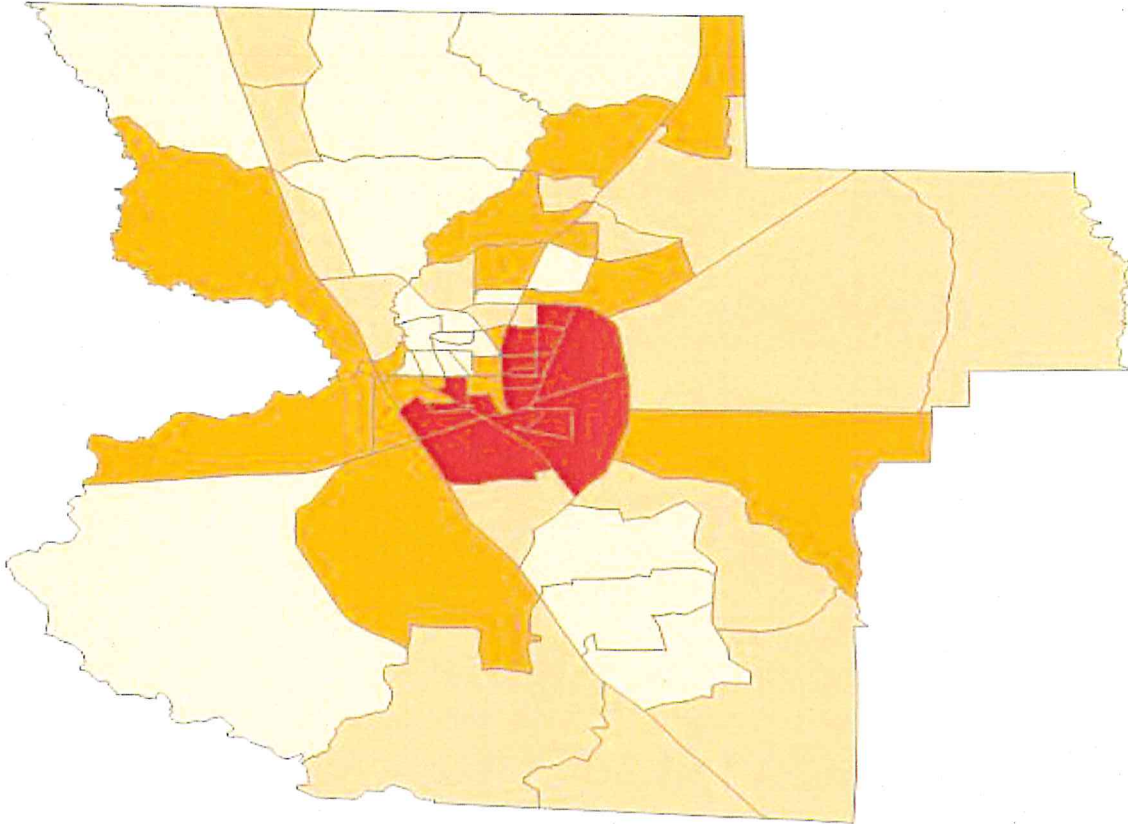
Lowndes County Transit System Service Area

| Language | County | Percent of Population |
|-------------------------------------|---------|-----------------------|
| Total | 105,859 | |
| Speak only English | 99,166 | 93.7% |
| Spanish or Spanish Creole | 3,950 | 3.7% |
| Speak English "very well" | 2,499 | 2.3% |
| Speak English less than "very well" | 1,451 | 1.4% |
| Other Indo-European Languages | 1,497 | 1.4% |
| Speak English "very well" | 960 | .9% |
| Speak English less than "very well" | 537 | .5% |
| Asian and Pacific Island languages | 911 | .9% |
| Speak English "very well" | 706 | .7% |
| Speak English less than "very well" | 205 | .2% |
| Other and unspecified languages | 335 | .3% |
| Speak English "very well" | 224 | .2% |
| Speak English less than "very well" | 111 | .1% |

Appendix I

Demographic Maps

Minority Population by Block Group Lowndes County



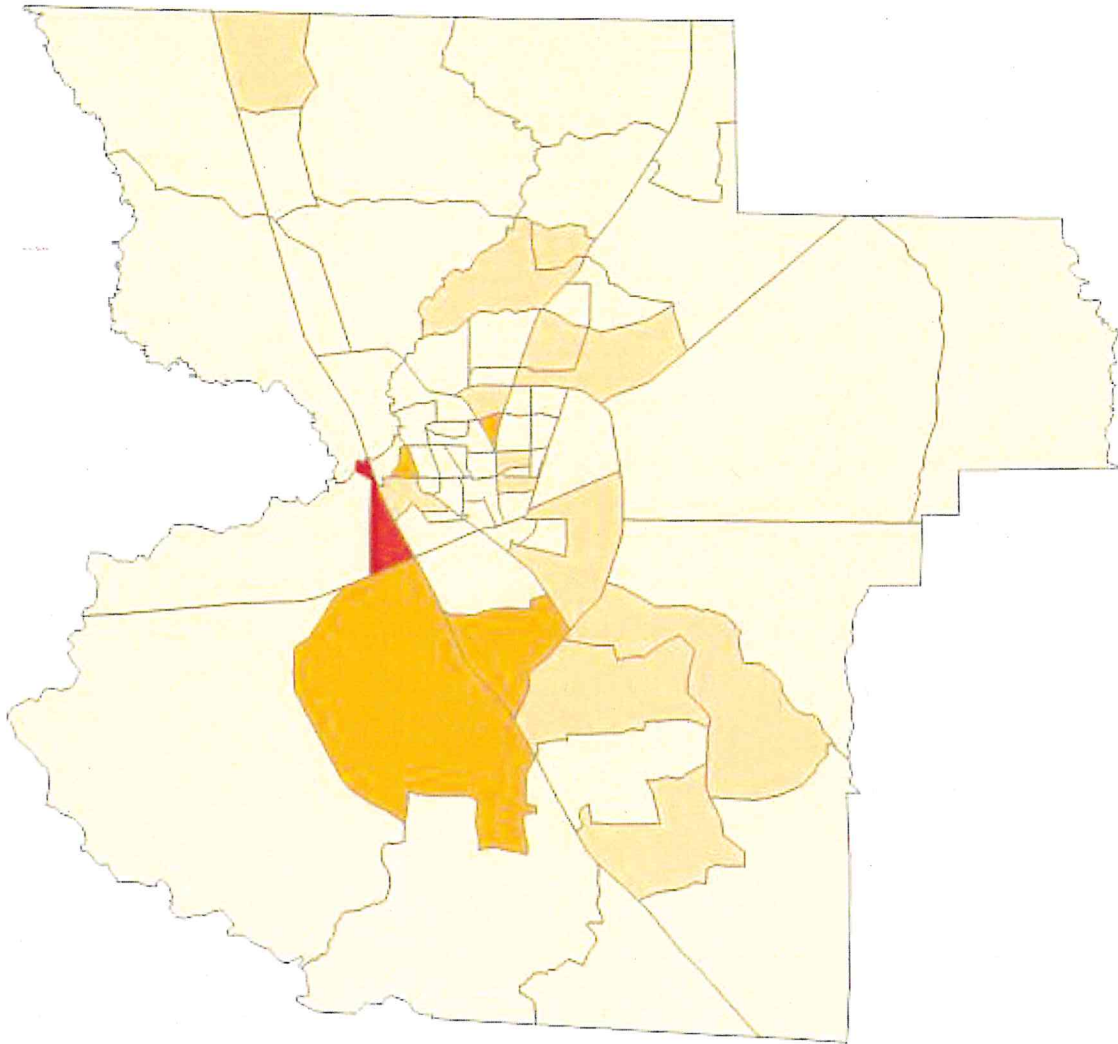
| Legend | |
|--------------------------|-----------------|
| Percentage of Minorities | |
| Light Yellow | 0 - 16.89% |
| Yellow | 16.90% - 32.38% |
| Orange | 32.39% - 57.33% |
| Red | 57.33% - 98.83% |



Data Source: US Census Bureau
2017 5-Year American Community Survey







Limited English Proficiency by Block Group Lowndes County



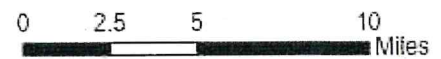
Legend

% with Limited English Proficiency

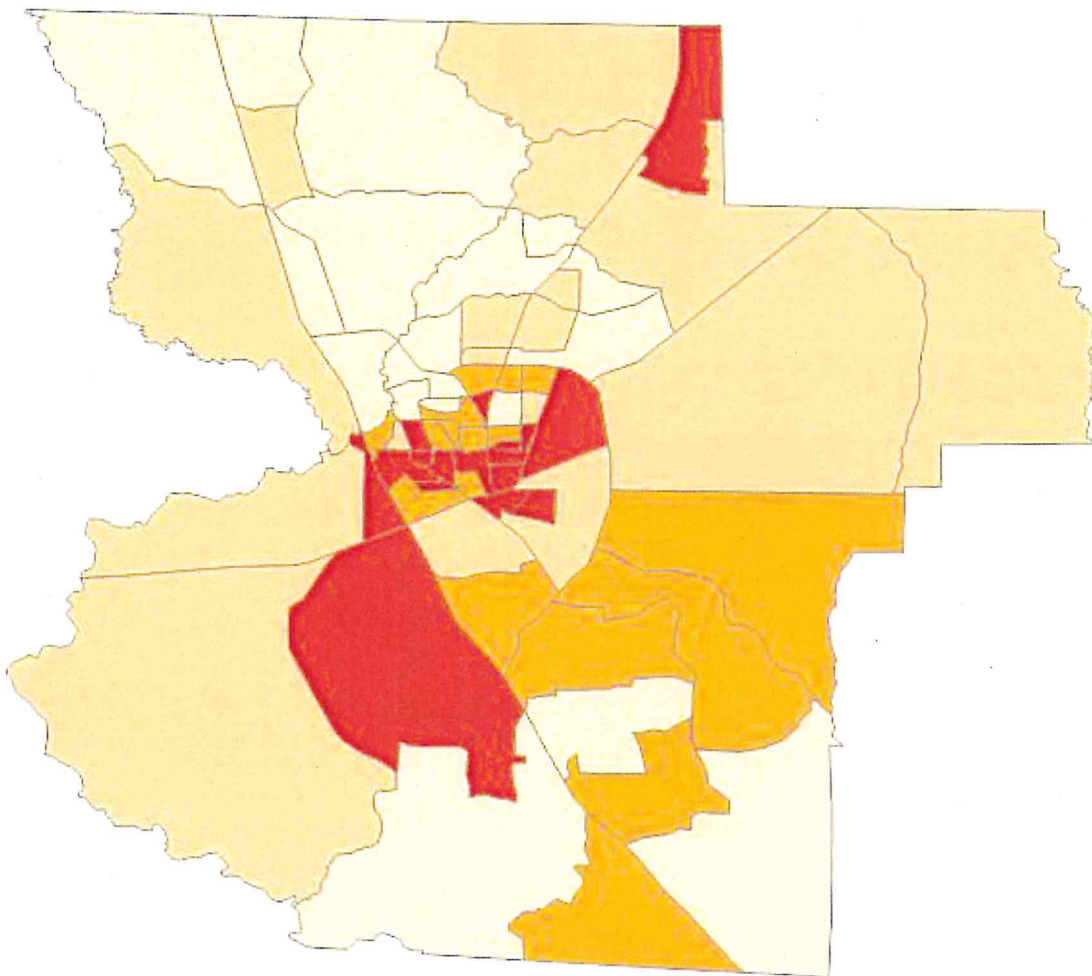
-  None
-  0.01% - 3.83%
-  3.84% - 13.40%
-  13.41% - 23.08%







Data Source: US Census Bureau
2017 5-Year American Community Survey



Population Below Poverty Level by Block Group Lowndes County



| Legend | |
|---|-----------------|
| % Below Poverty Level | |
|  | 0 - 14.58% |
|  | 14.59% - 20.74% |
|  | 20.75% - 37.36% |
|  | 37.37% - 66.10% |



Data Source: US Census Bureau
2017 5-Year American Community Survey



Appendix J

Title VI Equity Analysis

Lowndes County Transit System has not performed a Title VI Equity Analysis. We do not have any constructed facility or current plans to construct one.

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: South Regional Joint Development Authority Resolution

Work Session/Regular Session

DATE OF MEETING: August 27, 2019

BUDGET IMPACT:

FUNDING SOURCE:

Annual

Capital

N/A

SPLOST

TSPLOST

COUNTY ACTION REQUESTED ON: South Regional Joint Development Authority Resolution

HISTORY, FACTS AND ISSUES: The joint resolution of the South Regional Joint Development Authority is for the appointment of member at large, Jason Shaw. Each participating county is to vote on the resolution.

OPTIONS: 1. Approve
2. Board's Pleasure

RECOMMENDED ACTION: Board's pleasure

DEPARTMENT: County Manager

DEPARTMENT HEAD: Joseph Pritchard

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

**JOINT RESOLUTION OF
THE MEMBERS OF
SOUTH REGIONAL JOINT DEVELOPMENT AUTHORITY**

In accordance with O.C.G.A 36-62-1 *et. seq.* (the "Code"), and pursuant to the By-Laws of the SOUTH REGIONAL JOINT DEVELOPMENT AUTHORITY (the "Authority"), each of **LOWNDES COUNTY, GEORGIA, LANIER COUNTY, GEORGIA, BERRIEN COUNTY, GEORGIA, ECHOLS COUNTY, GEORGIA, CLINCH COUNTY, GEORGIA, BROOKS COUNTY, GEORGIA,** and **COOK COUNTY, GEORGIA** (singularly, a "Participant County"; collectively, the "Participant Counties") do hereby make, announce and publish these resolutions:

WHEREAS, each of the Participant Counties actively and presently participates in the Authority, having been admitted and included in the Authority by appropriate resolution; and

WHEREAS, in accordance with the By-Laws of the Authority, the Authority is comprised of fifteen (15) Members - consisting of two (2) Members appointed by each Participant County, and a final Member (the "Member At Large") appointed by the concurrent and joint action of all Participant Counties.

WHEREAS, there currently exists a vacancy with respect to the Member At Large which the Participant Counties each desire to fill.

NOW THEREFORE, BE IT RESOLVED THAT, the Participant Counties, acting in accordance with the laws under which they were created, do each hereby i) ratify their participation in the Authority, and ii) appoint **JASON SHAW** as the Member At Large for a term of four (4) years, said appointment to be effective as of the date set forth below.

Effective the 1st day of March, 2019.

[Signatures of each Participant County Appearing on Separate Pages Attached]

[Signature Page of Lowndes County, Georgia to Resolution]

LOWNDES COUNTY, GEORGIA

By: _____

Chairman, Board of Commissioners

Attest:

County Clerk

[OFFICIAL SEAL OF LOWNDES COUNTY, GEORGIA]

[Signature Page of Lanier County, Georgia to Resolution]

LANIER COUNTY, GEORGIA

By: _____
Chairman, Board of Commissioners

Attest:

County Clerk

[OFFICIAL SEAL OF LANIER COUNTY, GEORGIA]

[Signature Page of Berrien County, Georgia to Resolution]

BERRIEN COUNTY, GEORGIA

BY: _____
Chairman, Board of Commissioners

Attest:

County Clerk

[OFFICIAL SEAL OF BERRIEN COUNTY, GEORGIA]

[Signature Page of Echols County, Georgia to Resolution]

ECHOLS COUNTY, GEORGIA

BY: _____

Chairman, Board of Commissioners

Attest:

County Clerk

[OFFICIAL SEAL OF ECHOLS COUNTY, GEORGIA]

[Signature Page of Clinch County, Georgia to Resolution]

CLINCH COUNTY, GEORGIA

BY: _____
Chairman, Board of Commissioners

Attest:

County Clerk

[OFFICIAL SEAL OF CLINCH COUNTY, GEORGIA]

[Signature Page of Brooks County, Georgia to Resolution]

BROOKS COUNTY, GEORGIA

BY: _____
Chairman, Board of Commissioners

Attest:

County Clerk

[OFFICIAL SEAL OF BROOKS COUNTY, GEORGIA]

[Signature Page of Cook County, Georgia to Resolution]

COOK COUNTY, GEORGIA

BY: _____
Chairman, Board of Commissioners

Attest:

County Clerk

[OFFICIAL SEAL OF COOK COUNTY, GEORGIA]

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: ImageTrend Service Agreement

Work Session/Regular Session

DATE OF MEETING: August 27, 2019

BUDGET IMPACT: \$3,000 annually

FUNDING SOURCE:

Annual \$3,000.00

Capital

N/A

SPLOST

TSPLOST

COUNTY ACTION REQUESTED ON: Approval of Service Agreement Between Lowndes County and Image Trend

HISTORY, FACTS AND ISSUES: In January 2017, Lowndes County Fire Rescue began using Image Trend for its Records Management System. This particular system is paid for by the Georgia State Fire Marshal's Office and made available for use, free of charge, to any fire department in the state. As part of the implementation process with Tyler/New World for the new Computer Aided Dispatch (CAD) system at 911, an interface was included that would allow call information from the CAD to be automatically exported into Image Trend making the report writing process much faster and more accurate. While the interface from Tyler was included as part of the project, to fully integrate the two systems requires service from Image Trend as well. In order to secure the necessary service to implement the integration process, Image Trend has submitted a service agreement that "piggybacks" on the original agreement between Image Trend and the Fire Marshal's Office. Lowndes County will still have use of the records management system at no cost but will pay for the additional integration service through this agreement directly with Image Trend.

OPTIONS: 1. Approve agreement with Image Trend for CAD Integration and authorize Chairman to sign the agreement documents.
 2. Board's Pleasure

RECOMMENDED ACTION: Approve

DEPARTMENT: Lowndes County Fire Rescue

DEPARTMENT HEAD: Ashley Tye

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

PIGGYBACK AGREEMENT

| Contract Details | | | |
|---|------|------------------------------|------------|
| Master Contract Number ("Master Contract") | 1807 | Piggyback Contract Number | 00000523.0 |

This Piggyback Agreement (hereinafter referred to as this "Piggyback Agreement", including its Exhibits A, B, C, D, E, and F attached hereto is binding as of the date executed by the last of the parties named below:

BETWEEN: ImageTrend, Inc., a Minnesota corporation (hereinafter "ImageTrend")

AND: Board of Commissioners of Lowndes County (hereinafter "Client")

The Client and ImageTrend mutually agree with this Piggyback Agreement to establish a contractual relationship between Board of Commissioners of Lowndes County and ImageTrend, Inc. based on the terms first established between Georgia State Fire Marshal's Office ("System Administrator") and ImageTrend in that certain Software License Agreement (Contract No: 1807), dated March 17, 2015, and its Amendments 1, 2, and 3 (the "Master Contract"). For the avoidance of doubt the Client does not have any contract or agreement with the Georgia State Fire Marshall or his Office relating to the subject of this Piggyback Agreement or the Master Contract.

Purpose. The purpose of this Piggyback Agreement is to procure the following items as outlined below in the Price Sheet attached as Exhibit A hereto. The good delivery date or service period(s) will begin on the date of the last signature hereto ("the Effective Date").

Master Agreement Incorporated by Reference. The body of the Master Contract (e.g. excluding its attachments and exhibits; but including Amendments 1, 2, and 3 to the Master Contract) is hereby incorporated by reference as the terms for this Piggyback Agreement; provided, however, that Exhibit C (Additional Nondisclosure Requirements) and Exhibit D (Insurance Certificate) to the Master Contract shall not be excluded and shall remain through incorporation as Exhibit C and Exhibit D to this Piggyback Agreement. Except as otherwise set forth in this Agreement, the attachments and exhibits to this Piggyback Agreement replace the exhibits and attachments of the Master Contract, for purposes of this Piggyback Agreement. Where the System Administrator's name appears in the Master Contract, for purposes of this Piggyback Agreement, all instances are replaced with the Client's name as detailed in this Agreement. This Piggyback Agreement and its attachments and exhibits, and the incorporated body of the Master Contract as detailed in this section, form the complete Agreement between the Parties related to the topics herein. For the avoidance of doubt the Client does not have any contract or agreement with the Georgia State Fire Marshall or his Office relating to the subject of this Piggyback Agreement or the Master Contract.

System Administrator's Rights. To the degree this Piggyback Agreement is made with Client to use the functionality of or make decisions regarding the modification, disposition, operation, usage, or non-usage of software systems provided by ImageTrend to System Administrator pursuant to the Master Contract, Client's rights are subordinate to those of the parties to the Master Contract. To the degree Client's requests to ImageTrend require modification of such software systems or otherwise adversely impact the parties' rights under the Master Contract, Client must seek and obtain written permission from the System Administrator. Should System Administrator deny this permission, ImageTrend may rightfully withhold performance under this Agreement to the extent it is not permitted by System Administrator, or not permitted by law or regulation in ImageTrend's sole interpretation. CLIENT is advised ImageTrend is a Business Associate and/or under data confidentiality provisions to the System Administrator and has

duties under HIPAA and other data privacy laws which may not be waived or modified without System Administrator's written consent.

Out of Scope. Any service or good not described herein is out-of-scope. Out of Scope custom software development is \$175.00/hour and performed only under mutually agreed upon Statement of Work. Other goods and services are available via separate quote from ImageTrend.

IN WITNESS WHEREOF: the undersigned parties, each having authority to bind their respective organizations, hereby agree

| | |
|---|--------------------|
| <u>Board of Commissioners of Lowndes County</u> | <u>ImageTrend</u> |
| <u>Signature:</u> | <u>Signature:</u> |
| <u>Print Name: Bill Slaughter</u> | <u>Print Name:</u> |
| <u>Title: Chairman</u> | <u>Title:</u> |
| <u>Date:</u> | <u>Date:</u> |

Exhibit A
to Piggyback Agreement

PRICE SHEET AND WORK ORDER ATTACHMENT

The prices below are based on the following Software as a Service (“SaaS”) transaction volumes, as provided by Client: 5,000 Incidents annually

Recurring Fees

| Description | SKU | Unit Price | Qty | Extended Amount |
|--------------------------------|-----------------|------------|-----|-----------------|
| CAD Distribution | ELT.002.007.001 | \$3,000.00 | 1 | \$3,000.00 |
| New World / Tyler Technologies | ELT.002.007.017 | \$0.00 | 1 | \$0.00 |

Total Recurring Annual Fees: \$3,000.00
TOTAL YEAR 1: \$3,000.00

Send Invoices To:

Aaron Kostyu
akostyu@lowndescounty.com
PO Box 1349
Valdosta, GA 31603

Payment Terms:

1. “One Time Fees” are due once, as specified by the Milestone terms below.
2. “Recurring Fees” are annual fees which recur each year. They are due on each anniversary of the fee, with the start date beginning upon completion as specified by the Milestone terms below. The Recurring Fees will escalate in price annually by 3% beginning on 08/01/2020 and each year thereafter.
3. ImageTrend may temporarily suspend performance (e.g. cease to provide access, hosting, support) under this Piggyback Agreement due to Client’s breach this Piggyback Agreement provided ImageTrend provides Client prior written notice in reasonable detail specifying such breach and giving Client 30 days from Client’s receipt of such notice to cure such breach before ImageTrend may suspend performance.
4. ImageTrend may charge to Client a late fee of 1.5% per month, or the highest rate allowed under the law, whichever is lower, on any past due amounts otherwise due ImageTrend by Client under this Piggyback Agreement. Client also agrees ImageTrend may charge to Client all of ImageTrend’s out of pocket reasonable costs and expenses of collection, including attorneys’ fees where, in ImageTrend’s discretion, payments otherwise due ImageTrend by Client under this Piggyback Agreement are consistently deficient or late.
5. All Annual SaaS Fees are based upon anticipated transaction volumes (as provided by Client) and are subject to an annual usage audit. ImageTrend reserves the right to increase fees in accordance with increased transaction volume per the Unit Price listed in the tables above.
6. ImageTrend will not be responsible for third-party fees related to this Piggyback Agreement unless specifically outlined by this Piggyback Agreement.

MILESTONE 1

Contract Signature. This Contract Signature Milestone is complete when all parties to this Piggyback Agreement have signed and executed this Piggyback Agreement and its exhibits requiring execution, regardless of whether any activity has occurred or any deliverable has been provided to Client by ImageTrend.

| Description | Unit Price | Quantity | Extended Amount |
|--|------------|----------|-----------------|
| CAD Distribution | \$3,000.00 | 1 | \$3,000.00 |
| New World / Tyler Technologies | \$0.00 | 1 | \$0.00 |
| Milestone 1 Total Annual Recurring Fee | | | \$3,000.00 |

Exhibit B
to Piggyback Agreement

COLLABORATE ENROLLMENT AGREEMENT

Between Board of Commissioners of Lowndes County ("Data Controller") residing at 327 N. Ashley Street, Valdosta, GA 31601 and ImageTrend, Inc. ("ImageTrend"), a Minnesota Corporation located at 20855 Kensington Blvd. Lakeville, Minnesota 55044 and together referred to as "the Parties".

WHEREAS; ImageTrend is currently a provider of data management services and a current contractual party with the Data Controller under the Piggyback Agreement to which this Collaborate Enrollment Agreement is a part thereof at its Exhibit B, and the Data Controller wishes to permit ImageTrend to create a de-identified set of Data Controller's current and future data. This Authorization hereby expands the scope of permissible data use in this Piggyback Agreement between Parties.

PURPOSE. ImageTrend shall not sell Data Controller's Data, nor sell the De-Identified Data, in a stand-alone fashion unconnected with other products, services, reports, or analysis. ImageTrend shall not use or disclose Data Controller's Data, except as permitted by this Agreement. The purpose of this Authorization is to enable ImageTrend to conduct analysis across multiple Data Controllers; this will allow ImageTrend to provide comparative reporting. For example, cross-jurisdiction benchmarking of 'lights and sirens' to on-scene time, and cross-jurisdiction benchmarking of provider administration of naloxone.

AUTHORIZATION. ImageTrend may create a de-identified data set of Data Controller's data ("the De-identified Data Set"). Data Controller hereby grants ImageTrend:

- i. A non-exclusive perpetual, and irrevocable license to use, reproduce, display, make and distribute derivative or collective works of and otherwise use the Data Controller's data, including the right to compile the data over time or combine it with other data sources and expose it to machine learning algorithms; and to create derivatives and/or collections thereof, and to license and sell De-Identified Data reports, services or analytics products as ImageTrend may develop pursuant to this Agreement.

Nothing in this Agreement changes or is intended to change the fact that Data Controller retains all ownership rights in Data Controller's Data and ImageTrend acquires no right, title, or interest except those rights, licenses, and interests expressly provided for in this Agreement.

DE-IDENTIFICATION METHOD. ImageTrend shall create the De-identified Data Set in accordance with the then current HIPAA Safe Harbor Rule at 45 CFR § 164.514(2)(i) by removing the 18 listed data elements, and any additional data element designated as 'Personal Information' by State and Local data breach law (or equivalent laws). ImageTrend shall ensure its methods for creating the De-identified Data Set comport with industry best practices and guidance such as NISTIR 8053 'De-Identification of Personal Information' (available at <http://dx.doi.org/10.6028/NIST.IR.8053>). ImageTrend shall use reasonable administrative, technical, and physical safeguards to protect and prevent unauthorized disclosure of the De-identified Data Set.

RIGHT TO REVOKE OR TERMINATE. Data Controller may terminate or revoke the right to transmit or disclose data granted to ImageTrend by this Agreement at any time by providing reasonable written notice to ImageTrend and providing a commercially reasonable period of time in which to effect the termination.

IN WITNESS WHEREOF: the undersigned parties, each having authority to bind their respective organizations, hereby agree

| Board of Commissioners of Lowndes County | ImageTrend |
|--|-------------------|
| Signature: _____ | Signature: _____ |
| Print Name: Bill Slaughter | Print Name: _____ |
| Title: Chairman | Title: _____ |
| Date: _____ | Date: _____ |

Exhibit "C"
To Piggyback Agreement

EXHIBIT C - Additional Nondisclosure Requirements

IMAGETREND acknowledges that Its Agreement with CLIENT may allow IMAGETREND to access to confidential Information Including, but not limited to personal information notwithstanding the manner in which or from whom it is received by IMAGETREND ("Data") which is subject to state and or federal laws that restrict the use and disclosure of such information. IMAGETREND shall maintain the privacy of, and shall not release, Data without full compliance with all applicable state and federal laws, state policies, and the provisions of this Agreement. The parties hereby agree to the following:

1. IMAGETREND agrees to hold Data received from or created on behalf of the CLIENT in strictest confidence. IMAGETREND shall not use or disclose Data except as permitted or required by the Agreement or as otherwise authorized in writing by the CLIENT. If required by a court of competent jurisdiction or an administrative body to disclose Data, IMAGETREND will notify the CLIENT in writing prior to any such disclosure in order to give the CLIENT an opportunity to oppose any such disclosure. Any work using, or transmission or storage of, Data outside the United States is subject to prior written authorization by the State. IMAGETREND has no authority to make any disclosures of any Information which it receives from one entity to another entity unless specifically authorized in writing. IMAGETREND agrees to abide by the following standards regarding the security of Data:
 - 1.1. Data Security: IMAGETREND agrees to implement safeguards to ensure the confidentiality, availability, and integrity Data during processing, storage, and transmission. These safeguards should be in accordance with industry best practices and should include (but are not limited to) controls such as data centers which are in compliance with SAS 7D hosting recommendations or SSAE/SOC requirements, change control processes and documentation for system updates testing & deployment, logging & auditing associated with account management & access, and encrypted transmission channels for all Data. IMAGETREND must notify the CLIENT of any changes in IMAGETREND's processes or procedures that could potentially affect these safeguards. Such notification will take place annually, and in writing, prior to each contract renewal.
 - 1.2. Data Storage: IMAGETREND also agrees that any and all Data will be stored, processed, and maintained solely on designated target servers and that no Data at any time will be processed on or transferred to any portable or laptop computing device or any portable storage medium, unless that storage medium is in use as part of IMAGETREND's designated backup and recovery processes.
 - 1.3. Data Re-Use: IMAGETREND agrees that any and all Data exchanged shall be used expressly and solely for the purposes enumerated in the Agreement Data shall not be distributed, repurposed or shared across other applications, environments, or business units of IMAGETREND. IMAGETREND further agrees that no Data of any kind shall be transmitted, exchanged or otherwise passed to other vendors or interested parties except on a case-by-case basis as specifically agreed to in writing by the CLIENT.
2. IMAGETREND hereby agrees to indemnify and hold harmless the State of Georgia, its trustees, officers, and employees, from any claims for loss, damage or expense made against the CLIENT as a direct result of IMAGETREND's failure to comply with its obligations provided for in this Agreement.

Exhibit "C"
To Piggyback Agreement

3. IMAGETREND also agrees that upon notice of termination of the Agreement It shall return all data collected and stored on the CLIENT's behalf to the CLIENT (or its designated partner) in a standard electronic format as agreed upon by both parties. The CLIENT will be given a mutually agreeable time to review and verify receipt of data. Upon notice from the CLIENT, IMAGETREND shall erase, destroy, and render unreadable all Data in a manner acceptable and approved by the CLIENT, and shall provide an affidavit certifying said destruction within 30 days of the termination of the Agreement or within 7 days of the request of an agent of the CLIENT, whichever shall come first.
4. IMAGETREND agrees to comply with all applicable laws that require the notification of Individuals In the event of unauthorized release of personally-identifiable Information or other event requiring notification. In the event of a breach of any of IMAGETREND's security obligations or other event requiring notification under applicable law ("Notification Event"), IMAGETREND agrees to assume responsibility for Informing all such Individuals in accordance with applicable law and to Indemnify, hold harmless and defend the State of Georgia and Its trustees, officers, and employees from and against any claims, damages, or other harm related to such Notification Event
5. IMAGETREND agrees to comply with all state and federal privacy and security legislations within 60 days of enactment.
6. Either party to this Addendum and Contract may terminate its obligations hereunder by giving notice to the other party as provided for in the contract referenced in paragraph 1, and provided that IMAGETRENO's obligations under sections 1, 2, 3, 4, and 5 shall survive any such termination. This Addendum may be amended by mutual written agreement of the parties.

Exhibit "D"
To Piggyback Agreement

EXHIBIT D – Insurance Certificate
(Insurance Certificate attached)

Exhibit "E"
To Piggyback Agreement

**ADDENDUM TO IMAGETREND, INC. AGREEMENT WITH
BOARD OF COMMISSIONERS OF LOWNDES COUNTY**

The following provisions are added to and made a part of that certain Piggyback Agreement between ImageTrend, Inc. ("ImageTrend") and the Board of Commissioners of Lowndes County ("Client").

1. Compliance with Georgia Open Records/Meetings Acts (O.C.G.A. Sections 50-14-1 et seq. and Sections 50-18-70 et seq.). Notwithstanding anything in the Piggyback Agreement to the contrary, ImageTrend and Client acknowledge and agree that the Georgia Open Records/Meetings Acts shall apply to all documents, agreements (including the Piggyback Agreement), records, and other written materials, information and items, and certain meetings of Client, to which the Open Records/Meetings Acts are applicable, and that Client may comply with any and all such disclosures and requirements as set forth in the Open Records/Meetings Acts.
2. Georgia Illegal Immigration Reform and Enforcement Act; Official Code of Georgia Section 13-10-90 et seq. The attached Attachment I, "Contract Addendum – Georgia Illegal Immigration Reform and Enforcement Act of 2011," is an integral part of the Piggyback Agreement, and the terms and conditions of which shall be performed and carried out by ImageTrend and Client as its terms provide.
3. Section 10: Limitation of Liability of the Master Contract shall be amended to delete the first paragraph in its entirety and to substitute therefore "Except as otherwise provided in this Agreement (being the Master Contract), each Parties' liability to the other Party for any claim of damages arising out of this Agreement (being the Master Contract) shall be limited to direct damages and shall not exceed an amount equal to the total amount paid to ImageTrend for the performance of this Agreement (being the Master Contract)."
4. In Section 11: Indemnification of the Master Contract the term "Indemnified Parties" shall include the Client and its Commissioners, officers, employees, agents, and volunteers.
5. Section 12: Insurance Requirements of the Master Contract shall be amended to include Client and its Commissioners, officers, employees, and agents as additional insured under ImageTrend's insurance policies.
6. For the avoidance of doubt, the Parties acknowledge and agree that there does not now exist between the Georgia State Fire Marshall or his Office and the Board of Commissioners of Lowndes County a "Cooperative Purchasing Agreement" as mentioned in the first paragraph of Section 14: Cooperative Use in the Master Contract.
7. Section 16: Governing Law of the Master Contract is hereby amended to delete "Fulton County" and insert in substitution therefore "Lowndes County."
8. Section 19: Notices of the Master Contract is hereby amended to delete the name and address of the Georgia State Fire Marshall's office as the name and address for "Client" and insert in substitution therefore "Lowndes County Board of Commissioners, 327 N. Ashley St., Valdosta, GA 31601, Attn: County Manager." Such Section 19: of the Master Contract Notices is also amended

Exhibit "E"
To Piggyback Agreement

to delete in its entirety the last sentence of such Section 19: (such last sentence being inconsistent with the preceding provisions of such Section 19: Notices).

9. Section 22: Mediation of the Master Contract is hereby amended to delete the term "Atlanta, Georgia" and insert in substitution therefore the term "Valdosta, Georgia."
10. Exhibit C – Additional Nondisclosure Requirements and Exhibit D – Insurance Certificate to the Master Contract shall not be deleted but are added as Exhibit C and the Exhibit D to this Agreement.
11. Exhibit D (Service Level Agreement), Exhibit E (HIPPA Business Associate Agreement), and Exhibit F (Tax Exemption Certification) to Amendment: 001 to the Master Contract are each hereby deleted. For avoidance of doubt, the Parties acknowledge and agree that ImageTrend does not now have a Business Associate Agreement with the Georgia State Fire Marshall or his Office.
12. Exhibit A (Pricing Agreement) to Amendment: 002 to the Master Contract is hereby deleted in its entirety.
13. Should any provision of this Addendum conflict or be inconsistent with the remaining provisions of the Agreement, then the provisions of this Addendum shall control.

IMAGETREND, INC.

**BOARD OF COMMISSIONERS
OF LOWNDES COUNTY**

Signature: _____

Signature: _____

Date: _____

Date: _____

Name: _____

Name: Bill Slaughter

Title: _____

Title: Chairman

ATTACHMENT I
to Exhibit E to Piggyback Agreement

CONTRACT ADDENDUM
GEORGIA ILLEGAL IMMIGRATION
REFORM AND ENFORCEMENT ACT

This Addendum, entered into as of the ____ day of _____, 2019, is an addendum to that certain contract entitled PIGGYBACK AGREEMENT, and dated _____, 2019 (the "Contract") between the Board of Commissioners of Lowndes County ("Lowndes County") and IMAGETREND, INC. (the "Contractor") (Lowndes County and the Contractor being collectively the "Parties").

In consideration of the terms, conditions and obligations in the Contract, and as a requirement for Contractor to submit its bid with respect to the Contract, the Parties hereby agree as follows:

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

B. Pursuant to the Georgia Illegal Immigration Reform and Enforcement Act of 2011, Sections 2 and 3, as amended (O.C.G.A. § 13-10-90 et seq., the "Act"), the Contractor understands and agrees that compliance with the requirements of the Act and Georgia Department of Labor Rules 300-10-1-.01 et seq. (and, if this Contract is a contract or agreement relating to public transportation, with the rules and regulations regarding the Act of the Georgia Department of Transportation; the "GDOT Rules"), each as amended, are conditions of this Contract, and the Contractor hereby agrees to so comply with such requirements. The Contractor further agrees that such compliance shall be attested by the Contractor through execution of the contractor affidavit required by the Act and the rules and regulations thereunder, or a substantially similar contractor affidavit (the "Contractor Affidavit"). The fully executed Contractor Affidavit is attached hereto as Attachment I and is incorporated into this Addendum by reference herein.

C. The Contractor understands and agrees that, in the event the Contractor employs or contracts with any subcontractor or subcontractors (including any contract employee or staffing agency) in connection with the Contract, the Contractor shall:

1. Secure in writing from each such subcontractor an attestation of the subcontractor's compliance with the Act and Georgia Department of Labor Rules 300-10-1-.01 et seq. (and, if this Contract is a contract or agreement relating to public transportation, with the GDOT Rules), each as amended, by causing each such subcontractor to execute the subcontractor affidavit required by the Act and the rules and regulations thereunder, the form of which is attached as Attachment II and incorporated by reference herein, or a substantially similar subcontractor affidavit (the "Subcontractor Affidavit"). The Contractor further understands and agrees that the Contractor shall require the executed Subcontractor Affidavit to become a part of the agreement between the Contractor and each such subcontractor.
2. Require any employee, contractor, or subcontractor of Contractor or any subcontractors with respect to the Contract to also satisfy the requirements of this Contract Addendum.

D. Upon contracting with a new subcontractor for purposes of or related to Contractor's duties and obligations under the Contract, Contractor or any applicable subcontractors shall, as a condition of any such contract or subcontract entered into for purposes of or related to Contractor's duties and obligations under the Contract, provide Lowndes County with written notice of the identity of any and all such subsequent subcontractors hired or contracted by Contractor or any applicable subcontractors. Such notice shall be provided within five (5) business days of entering into a contract or agreement for hire with any subcontractor. Such notice shall include an executed affidavit from each subsequent contractor in a form substantially similar to the attached Subcontractor Affidavit. Said Subcontractor Affidavit shall attest to the subcontractor's name and address, E-Verify/Federal Work Authorization Program user identification number and date of authorization to use the Federal Work Authorization Program, the name of the project, and the name of the public employer for the project.

E. Any affidavit executed pursuant to this Contract Addendum and the Act shall be considered an open public record under O.C.G.A. § 50-18-70 et seq.; provided, however, that any information protected from public disclosure by federal law or by Article 4 of Chapter 18 of Title 50 of O.C.G.A shall be redacted. Lowndes County shall maintain any affidavits executed pursuant to this Contract Addendum for five years from the date of receipt. The Contractor shall maintain records of each subcontractor affidavit required hereunder for inspection at any time by the State of Georgia or Lowndes County.

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

LOWNDES COUNTY BOARD OF COMMISSIONERS

By: _____ [SEAL]
Bill Slaughter, Chairman

Attest: _____
Paige Dukes, Lowndes County Clerk

IMAGETREND, INC.

By: _____

Attest: _____

Attachment I

**STATE OF GEORGIA
LOWNDES COUNTY**

CONTRACTOR AFFIDAVIT AND AGREEMENT

In connection with the Contractor’s sale to, project for, and/or Contract with the Lowndes County Board of Commissioners involving the physical performance of services and/or labor by the Contractor, the undersigned, who, after being duly sworn, states under oath and agrees to for and on behalf of the Contractor as follows:

1.

By executing this Affidavit, the undersigned verifies the compliance of the Contractor with the Georgia Illegal Immigration Reform and Enforcement Act of 2011, Sections 2 and 3, as amended (O.C.G.A. § 13-10-90 et seq., the “Act”) and Georgia Department of Labor Rules 300-10-1-.01 et seq. (and, for a contract or agreement relating to public transportation, with the rules regarding the Act of the Georgia Department of Transportation; the “GDOT Rules”), stating affirmatively that the individual, firm, or corporation Contractor hereunder which is so contracting with and/or performing physical services and/or labor for the Lowndes County Board of Commissioners (“Lowndes County”) has registered with, is authorized to use, is using, and will continue to use throughout the term of the sale to, project for, and/or Contract with Lowndes County, a Federal Work Authorization Program* in accordance with the applicable provisions and deadlines established in the Act and Georgia Department of Labor Rule 300-10-1-.02 (and, for a contract or agreement relating to public transportation, established in the GDOT Rules).

2.

The undersigned Contractor further agrees that, should it employ or contract with any subcontractor(s) in connection with Contractor’s sale to, project for, and/or Contract with Lowndes County for which this Affidavit is given, then the undersigned Contractor will secure from such subcontractor(s) similar verification of compliance with the Act and Georgia Department of Labor Rules 300-10-1-.01 et seq. (and, for a contract or agreement relating to public transportation, verification of compliance with the GDOT Rules) through the subcontractor’s execution of the Subcontractor Affidavit required by the Act and the rules and regulations thereunder. The undersigned Contractor further agrees to maintain records of such compliance and provide a copy of each such Subcontractor Affidavit and verification to Lowndes County within five (5) business days after the subcontractor(s) is retained. The Affidavit from each subsequent contractor shall include the subcontractor’s (or sub-subcontractor’s) name and address, E-verify/Federal Work Authorization Program user identification number and date of authorization to use the Federal Work Authorization Program, the name of the project, and the name of the public employer for the project.

Contractor’s E-verify/Federal Work Authorization
Program User Identification Number

ImageTrend Software License
Name of Project

Date of Authorization

Board of Commissioners
of Lowndes County
Name of Public Employer

[Signatures continue on following page]

I DECLARE UNDER PENALTY OF PERJURY THAT THE FOREGOING
IS TRUE AND CORRECT, AND AGREE TO THE FOREGOING FOR AND
ON BEHALF OF THE CONTRACTOR.

BY: Authorized Officer or Agent of Contractor

Date

IMAGETREND, INC.
Contractor's Name

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent of Contractor

20855 Kensington Blvd.
Lakeville, MN 55044
Contractor's Address

Sworn to and subscribed before me

This ____ day of _____, 2019

Notary Public

My commission expires: _____

* Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, commonly known as E-Verify.

Attachment II

**STATE OF GEORGIA
LOWNDES COUNTY**

SUBCONTRACTOR AFFIDAVIT AND AGREEMENT

In connection with the Subcontractor's contract with _____ ("Contractor") to assist with Contractor's sale to, project for, and/or Contract with the Lowndes County Board of Commissioners involving the physical performance of services and/or labor by the Contractor, the undersigned, who, after being duly sworn, states under oath and agrees to for and on behalf of the Subcontractor as follows:

By executing this Affidavit, the undersigned verifies the compliance of the Subcontractor with the Georgia Illegal Immigration Reform and Enforcement Act of 2011, Sections 2 and 3, as amended (O.C.G.A. § 13-10-90 et seq., the "Act") and Georgia Department of Labor Rules 300-10-1-.01 et seq. (and, for a contract or agreement relating to public transportation, with the rules regarding the Act of the Georgia Department of Transportation; the "GDOT Rules"), stating affirmatively that the individual, firm, or corporation Subcontractor hereunder has registered with, is authorized to use, is using, and will continue to use throughout its contract period with the Contractor, a Federal Work Authorization Program* in accordance with the applicable provisions and deadlines established in the Act and Georgia Department of Labor Rules 300-10-1-.01 et seq. (and, for a contract or agreement relating to public transportation, established in the GDOT Rules).

Subcontractor's E-verify/Federal Work Authorization
Program User Identification Number

ImageTrend Software License
Name of Project

Date of Authorization

Contractor Hiring Subcontractor

Lowndes County
Board of Commissioners
Name of Public Employer

[Signatures continue on following page]

I DECLARE UNDER PENALTY OF PERJURY THAT THE FOREGOING
IS TRUE AND CORRECT, AND AGREE TO THE FOREGOING FOR AND
ON BEHALF OF THE SUBCONTRACTOR.

BY: Authorized Officer or Agent of Subcontractor

Date

Subcontractor's Name

Title of Authorized Officer or Agent of Subcontractor

Printed Name of Authorized Officer or Agent of Subcontractor

Subcontractor's Address

Sworn to and subscribed before me
This ___ day of _____, 20__

Notary Public

My commission expires: _____

* Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, commonly known as E-Verify.

Service Level Agreement Attachment

This attachment exists for the purpose of creating an understanding between ImageTrend and Client who elects to host the application on **ImageTrend's servers**. It is part of our guarantee for exceptional service levels for as long as the system annual support fee is contracted. This Service Level Agreement (SLA) applies to any site or application hosted in our datacenter as contracted.

Hosting at the ImageTrend's Datacenter

ImageTrend's hosting environment provides 99.5% availability and is comprised of state-of-the-art Blade Servers and SAN storage that are configured with the no single point of failure through software and infrastructure virtualization, blade enclosure redundancies and backup storage policies. Our Microsoft SOFS SAN has a fiber channel backend, has dual storage controllers with redundant power supplies and redundant paths to disk, and hot swappable drives. We do offsite replication to disk on a second SAN. Scheduled maintenance and upgrades do not apply to the system availability calculation and all Clients are properly notified of such scheduled occurrences to minimize accessibility interruptions. Maintenance occurs the last Wednesday of each month between 9 and 11pm Central.

Hardware

ImageTrend server hardware is configured to prevent data loss due to hardware failure and utilize the following to ensure a quick recovery from any hardware related problems.

- Independent Application and Database Servers
 - Microsoft SQL Server 2014
 - Microsoft Windows Server 2016
- Redundant Power Supplies
- Off-Site Idle Emergency Backup Servers (optional)
- Cisco 5516x ASA Firewall with IDS/IPS and VPN
- Redundant Disk configuration
- Disk Space allocation and Bandwidth as contracted

Physical Facility

The ImageTrend utilizes industry leading colocation facilities are located in Eagan, Minnesota and Dallas Forth-Worth. Requirements such as power supply and power conditioning, normal and peak bandwidth capacity, security and fail over locations are all part of an overall strategy to provide the most reliable hosting facility possible.

- UL Certified® containerized power units feed each data hall
- High-efficiency Tri-mode cooling design & delivery offers PUE reduction
- Diverse & secure utility entry points

Exhibit "F"
To Piggyback Agreement

- Dual MMRs (Meet-Me-Rooms) offer unsurpassed network-neutral fiber interconnection to a multitude of providers
- Independent on-site A & B power generation
- Multi-MegaWatt utility feeds in a fully redundant (2N) A/B configuration
- 20MW of power capacity

Data Integrity

ImageTrend applications are backed up daily allowing for complete recovery of data to the most recent backup:

- Daily Scheduled Database and Application Backups.
- Daily Scheduled backup Success/Failure notification to ImageTrend staff

Application and Hosting Support

ImageTrend provides ongoing support as contracted for their applications and hosting services, including infrastructure. This includes continued attention to product performance and general maintenance needed to ensure application availability. Support includes technical diagnosis and fixes of technology issues involving ImageTrend software. ImageTrend has a broad range of technical support services available in the areas of:

- Web Application Hosting and Support
- Subject Matter Expert Application Usage Support
- Web Application Development/Enhancement
- Database Administration/Support
- Project Management
- Systems Engineering/Architecture

ImageTrend offers multi-level technical support, based on level-two user support by accommodating both the general inquiries of the administrators and those of the system users. We will give the administrators the ability to field support for the system as the first level of contact while providing them the option to refer inquiries directly to ImageTrend.

ImageTrend's Support Team is available online 24/7 at www.imagetrend.com/support with the call center staffed Monday through Friday from 7:30 am to 6:00 pm CST at

Toll Free: 1-888-469-7789

Phone: 952-469-1589

Online Support

ImageTrend offers an online support system which incorporates around-the-clock incident reporting of all submitted tickets to ImageTrend's application support specialists. Once a Client submits a support ticket, he or she can track the progress with a secure login to the support application. The system promotes speedy resolution by offering keyword-based self-help services and articles in the knowledgebase, should Clients wish to bypass traditional support

Exhibit "F"
To Piggyback Agreement

services. Ticket tracking further enhances the efforts of Support Desk personnel by allowing ImageTrend to identify patterns which can then be utilized for improvements in production, documentation, education and frequently asked questions to populate the knowledgebase. The support ticket tracking system ensures efficient workflow for the support desk specialists while keeping users informed of their incident's status. Support patterns can be referenced to populate additional knowledgebase articles.

Incident Reporting Malfunctions

ImageTrend takes all efforts to correct malfunctions that are documented and reported by the Client. ImageTrend acknowledges receipt of a malfunction report from a Client and acknowledges the disposition and possible resolution thereof according to the chart below.

| Severity Level | Example | Acknowledgement of Error Notice | Goal timeline to respond with resolution plan |
|-----------------------|--|---|--|
| High/Site Down | <ul style="list-style-type: none"> - Complete shutdown or partial shutdown of one or more Software functions - Access to one or more Software functions not available - Major subset of Software application impacted that is necessary for usage of the software | Within one (1) hour of initial notification during business hours or via support.imagetrend.com | Six hours |
| Medium | <ul style="list-style-type: none"> - Minor subsystem failure -Data entry or access impaired on a limited basis. | Within four (4) hours of initial notification | 24 Business hours |
| Low | <ul style="list-style-type: none"> - User error (i.e. training) or forgotten passwords - Issue can or must be delegated to local Client contact as a first level of response for resolution | Same day or next business day of initial notification | As appropriate depending on nature of issue and party responsible for resolution |

Service Requests (enhancements)

ImageTrend maintains a UserVoice page for its products. UserVoice is a voting platform that allows customers to suggest and vote on enhancement ideas. UserVoice helps ImageTrend prioritize the most important product enhancements across all ImageTrend users. That portal is available at <https://imagetrend.uservoice.com> (requires valid ImageTrend credentials). If an enhancement request is specific to one Client and deemed to be outside of the original scope of the product, then the enhancement will be evaluated by the product management team. After this, ImageTrend may present a High Level Estimate of the work effort involved with developing the feature. If that high level estimate is approved by the Client, a Statement of Work is written and presented to the Client. These requests are subject to our standard rates and mutual agreement. Clients review and approve the scope, specification and cost before work is started to ensure goals are properly communicated.

Exhibit "F"
To Piggyback Agreement

Product release management is handled by ImageTrend using standard development tools and methodologies. Work items including, tasks, issues, and scenarios are all captured within the system. Releases are based on one or more iterations during a schedule development phase. This includes by not limited to: development, architecture, testing, documentation, builds, test and use cases. Submissions of issues or requests are documented within our Product Management system and from there workflow is created to track the path from initial request to resolution.

Out of Scope

Client may contract with ImageTrend for Out of Scope services. This will require a separate Statement of Work and will be billed at ImageTrend's standard hourly rate.

Maintenance and Upgrades

System/product maintenance and upgrades, if applicable, are included in the ongoing support and warranty as contracted. These ensure continued attention to product performance and general maintenance. Scheduled product upgrades include enhancements and minor and major product changes. Customers are notified in advance of scheduled maintenance. It is the Client's responsibility to accept all offered updates and upgrades to the system. ImageTrend Elite customers have the option of enrolling in one of the release rounds as detailed below to provide greater control over the update schedule. To choose a release round, please inform your Implementation Coordinator, or ImageTrend Support if you wish to change your original selection. If the Client does not accept these updates, Client is advised that ImageTrend, at its discretion, reserves the right to limit support offered for previous versions. All code releases maintain the integrity of any client specific configurations (i.e. templates, addresses, staff information, active protocols, etc.).

Release Groups

| ImageTrend Elite Release Rounds | |
|----------------------------------|--|
| Release Group 1 | Updates occur every 2 weeks, and includes the demo site and sites which are still in implementation (not yet live). It occurs between Wednesday and Monday, depending on the specific release. |
| Release Group 2 (default) | This round includes the majority of current sites. Clients are sent a notification email approximately one week ahead of time with the date/time of the update, and the highlights of the release. Release notes are also made available. These updates occur every two weeks, approximately one week after Release Group 1. This update always occurs on a Wednesday, between 8am and 1pm Central Time. |
| Release Group 3 | This group of sites receives updates once a month. Clients are sent a notification email approximately one week ahead of time with the date/time of the update, and the highlights of the release. This update always occurs on the first Tuesday of every month between 8am and 9am Central Time. This version is the latest Stable release (e.g. not the latest release from Round 1 or 2, instead a trailing release) |

Escalation

Our support staff is committed to resolving your issues as fast as possible. If they cannot resolve your issue, they will identify the course of action that they will be taking and indicate when an answer will be available. They in turn will seek assistance from the designated developer. The

Exhibit "F"
To Piggyback Agreement

next level of escalation goes to the Project Manager, who also addresses all operational issues on an ongoing basis and reviews the issue log regularly to assess product performance and service levels. Senior Management will handle issues requiring further discussion and resolution. Any issues to be determined to be of a critical nature are immediately escalated accordingly.

Availability

Availability Objective: ImageTrend will provide 99.5% Availability (as defined below) for the ImageTrend Network Services within ImageTrend's Immediate Control. For purposes, hereof, "Availability" or "Available" means the ImageTrend Services are available for access and use through the Internet.

"Immediate Control" includes ImageTrend's network services within the ImageTrend data center which extends to, includes and terminates at the Internet Service Provider ("ISP") circuit termination point on the router in ImageTrend's data center (*i.e.*, public Internet connectivity).

Specifically excluded from the definition of "Immediate Control" are the following:

- a. Equipment, data, materials, software, hardware, services and/or facilities provided by or on behalf of Client or a third-party entity (or any of their vendors or service providers) and Client's or a third party entity's network services or end-user hardware.
- b. Acts or omissions of Client, their employees, contractors, agents or representatives, third party vendors or service providers or anyone gaining access to the ImageTrend Services at the request of Client.
- c. Issues arising from bugs, defects, or other problems in the software, firmware, or hardware of third parties.
- d. Delays or failures due to circumstances beyond ImageTrend's reasonable control that could not be avoided by its exercise of due care.
- e. Any outage, network unavailability or downtime outside the ImageTrend data center.

Availability Calculation: Availability is based on a monthly calculation. The calculation will be as follows: $((a - b) / a) \times 100$, where "a" is the total number of hours in a given calendar month, excluding Scheduled Maintenance (as defined below), and "b" is the total number of hours that service is not Available in a given month.

Offline Capability: The Software may have offline capability which provides redundancy when network or server back-end capability is not available. Periods of time when the Software's primary functions continue to function offline shall be excluded from the unavailability calculation "b" above.

Scheduled Maintenance: ImageTrend conducts scheduled maintenance, as necessary, every last Wednesday of the month. ImageTrend will perform scheduled maintenance within that maintenance window between the hours of 9:00 p.m. CST to 11:00 p.m. CST. ImageTrend may change the regularly scheduled maintenance window from time to time at ImageTrend's discretion upon reasonable notice to Client.

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: Francis Lake Lift Station Pump

Work Session/Regular Session

DATE OF MEETING: August 27, 2019

BUDGET IMPACT: \$49,103.25

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: Francis Lake Lift Station Pump

HISTORY, FACTS AND ISSUES: Pump number two at the Francis Lake Lift Station was pulled and sent to Xylem for repairs. After breaking the pump down the repair estimate was \$37,884.90. The cost of a new pump is \$49,103.25. Due to the repair estimate being over 75% of the cost of a new pump, staff recommends purchasing a new pump from Xylem for \$49,103.25

- OPTIONS: 1. Approve
2. Board's Pleasure

RECOMMENDED ACTION: Approve

DEPARTMENT: Utilities

DEPARTMENT HEAD: Steve Stalvey

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:



PRODUCT REPAIR / SERVICE ESTIMATE

Estimate #: R2018-SAV-0162

Date: 8/16/2019

Page 1 of 5

Tag #: 3354

JobName: Francis Lake

Customer Information

Company Name: LOWNDES COUNTY UTILITES DEPT

Address PO BOX 1349

VALDOSTA GA31603

Contact:

Telephone:

Telephone:

Fax:

Email:

Following is an estimate prepared for you regarding the repair of your Flygt pump.

Product Identification

Product Number: 33000919672

Serial Number: 3300.091-9860003

Model: 3300

Impeller Code: 0642

HP: 75

Volts: 460

Phases: 3

Inspection Information

Inspected By: Bryan Atkins

Motor Data: Wire Configuration: U1:Red V1:White W1:Black

Megger to ground: R 550 B 550 W 550

Resistance through cable: RB n/a RW n/a BW

n/a

Stator Condition: Good

Shaft Condition: Unusable

Oil Condition: Unusable

Inspection Plugs:

Sensors:

FLS

CLS

KLIX

Bearing

Cable

Hydraulic: Impeller/Propeller Condition: Good

Volute Condition: Poor

Cable Condition: Poor

Cable Length:





PRODUCT REPAIR / SERVICE ESTIMATE

Estimate #: R2018-SAV-0162

Date: 8/16/2019

Page 2 of 5

Tag #: 3354

JobName: Francis Lake

Hydraulic Type: C

Installation

Type: P

Control

Discharge Size: 10

MFV

Primary Requirement: Oil in stator housing

Repair/Service Requirements and remarks

There was oil / media in the stator housing . The lower oil housing is badly damaged from cavatation. I had to break out the locking collar assembly. The insulation is damaged on the cable and has been twisted and smashed in a couple locations.The suction cover no linger has a lip to support the wear ring . The face of the volute is deeply worn to the point i dont believe devcon will work .

Parts, Labor and Other Charges

Parts:

| Qty | PartNo | Description | Sell Price | Total Price |
|-----|-----------|-------------------------------------|-------------|-------------|
| 1 | 601 89 24 | KIT,REPAIR BASIC 3300.180 | \$6,516.10 | \$6,516.10 |
| 1 | 527 72 01 | ROTOR UNIT | \$7,719.70 | \$7,719.70 |
| 1 | 84 44 18 | GROMMET,CR 41ID 60OD 26L | \$135.15 | \$135.15 |
| 50 | 94 21 11 | CABLE,SUBCAB AWG 1/3-2-1-GC+ 41.7MM | \$51.85 | \$2,592.50 |
| 2 | 374 56 00 | RING,RETAINING | \$41.65 | \$83.30 |
| 2 | 82 44 26 | WASHER,STEEL 90MM ID 110MM OD | \$41.65 | \$83.30 |
| 1 | 504 78 11 | CABLE UNIT | \$124.95 | \$124.95 |
| 1 | 518 89 02 | DETECTOR,LEAKAGE UNIT FLS | \$198.90 | \$198.90 |
| 1 | 620 78 00 | HOUSING,OIL CI | \$3,797.80 | \$3,797.80 |
| 1 | 374 85 00 | COVER,SUCTION CI | \$3,007.30 | \$3,007.30 |
| 1 | 319 30 00 | VOLUTE,MT 10" UVF CI | \$11,990.95 | \$11,990.95 |
| 1 | 84 59 12 | ASSEMBLY,LOCKING 55X85 | \$259.25 | \$259.25 |
| 1 | 341 86 00 | WASHER,STEEL/NBR | \$86.70 | \$86.70 |

Flygt Products

128 A Airport Park Drive , Garden City GA 31408

PH: (912) 966-1577

FX: (912) 966-1579





PRODUCT REPAIR / SERVICE ESTIMATE

Estimate #: R2018-SAV-0162

Date: 8/16/2019

Page 3 of 5

Tag #: 3354

JobName: Francis Lake

Labor and Other Charges:

| Qty | PartNo | Description | Sell Price | Total Price |
|-----|--------------|---|------------|-------------|
| 11 | 14-69 00 03A | LABOR,SVC FLYGT,NO TAX Z4-TP MODELS: 3000,7000,8000 | \$102.00 | \$1,122.00 |
| 1 | 14-69 00 21D | ENV FEE >50HP TP ENVIRONMENTAL FEE | \$87.00 | \$87.00 |
| 1 | 14-69 00 24B | MISC ITEMS,LARGE PUMPS TP MATERIALS,LUBES,SOLVENTS,ETC | \$80.00 | \$80.00 |

Total Price: \$37,884.90

Product Replacement

Product Number: 3301.185-0258

Estimated Delivery: 8-10 Weeks

Cost of New Unit: \$49,103.25

Description:

Flygt Model NP-3301.185 10" volute Submersible pump equipped with a 460 Volt / 3 phase / 60 Hz 85 HP 1150 RPM motor, 638 impeller, 1 x 50 Ft. length of SUBCAB 3x50+2G35/2+S(2x0,5) submersible cable, FLS leakage detector, volute is prepared for Flush Valve

Terms

Please note: If additional repair requirements are identified during service, the total cost of your repair may change. Should this occur, we will contact you for approval before proceeding.

A signed Purchase Order or approval below must be received before any repair work can begin.

If repaired unit is not picked up or delivered within 5 days of completion, the repair will be invoiced.

Taxes: State, local and other applicable taxes are not included in this quotation.

Terms of payment: Net 30 Standard



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PRODUCT REPAIR / SERVICE ESTIMATE

Estimate #: R2018-SAV-0162

Date: 8/16/2019

Page 4 of 5

Tag #: 3354

JobName: Francis Lake

(closing text)

Christine Huggins

Phone: 912-436-3393

Fax: 912-966-1579

Email: christine.huggins@xyleminc.com



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PRODUCT REPAIR / SERVICE ESTIMATE

Estimate #: R2018-SAV-0162

Date: 8/16/2019

Page 5 of 5

Tag #: 3354

JobName: Francis Lake

Customer Approval

Complete and sign this Approval and return to Xylem Water Solutions USA, Inc with, or in place of, your Purchase Order

I authorize Xylem Water Solutions USA, Inc to proceed for the amount shown above.

Repair

Replacement

Customer Name: _____

Date: _____

Customer Signature: _____

PO #: _____

Ship To:

Will Pick Up

Deliver

Ship To

Ship/Delivery Address:

Bill To:

Taxable:

Yes

No

Tax Exemption Certificate must be on file or tax will be applied to the invoice.



LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: Peterson Road Lift Station Pump

Work Session/Regular Session

DATE OF MEETING: August 27, 2019

BUDGET IMPACT: \$29,689.20

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: Peterson Road Lift Station Pump

HISTORY, FACTS AND ISSUES: The Peterson Road lift station received lightening damage on August 1, 2019, that rendered pump number two inoperable. The pump was sent to Xylem for repairs. The cost to repair the pump is \$29,689.20, and the cost of a new pump is \$70,577.00. Staff recommends the pump be repaired by Xylem for \$29,689.20.

OPTIONS: 1. Approve
2. Board Pleasure

RECOMMENDED ACTION: Approve

DEPARTMENT: Utilities

DEPARTMENT HEAD: Steve Stalvey

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:



PRODUCT REPAIR / SERVICE ESTIMATE

Estimate #: R2019-SAV-0099
Tag #: 4126
JobName: Peterson Road Lift Station

Date: 8/19/2019

Page 1 of 5

Customer Information

Company Name: LOWNDES COUNTY UTILITES DEPT
Address PO BOX 1349

VALDOSTA GA31603

Contact: Tim Devaine
Telephone:
Telephone:
Fax:
Email:

Following is an estimate prepared for you regarding the repair of your Flygt pump.

Product Identification

Product Number: 3300.091-6064

Serial Number: 3300.091-9760022

Model: 3300
Impeller Code: 466
HP: 88
Volts: 0
Phases: 3

Inspection Information

Inspected By:

Motor Data: Wire Configuration: U1:Red V1:Black W1:White
Megger to ground: R 0.00 B 0.00 W 0.00
Resistance through cable: RB 0.22 RW 0.23 BW
0.17
Stator Condition: Unusable
Shaft Condition: Fair
Oil Condition: Fair
Inspection Plugs:

Sensors:

- FLS
- CLS
- KLIX
- Bearing

Cable

Hydraulic: Impeller/Propeller Condition: Unusable
Volute Condition: Fair

Cable Condition: Unusable
Cable Length: 50'





PRODUCT REPAIR / SERVICE ESTIMATE

Estimate #: R2019-SAV-0099

Date: 8/19/2019

Page 2 of 5

Tag #: 4126

JobName: Peterson Road Lift Station

Hydraulic Type: C

Installation

Type: P

Discharge Size:

Control

FLS Readings-1.527

MFV

Primary Requirement: Stator dry burn

Repair/Service Requirements and remarks

During inspection of pump I found that inspection port had oil and grease inside. I then found that when checking motor readings that pump meg is grounded(0.00). And after further inspection found that stator had burned on one leg. I then removed pump from volute to find that impeller and wear-ring was worn with vein worn out and chips on the side of the impeller. After removal of impeller i found that defuser plate had a 4" gouge in side wall.Also found that upon the removal of stator housing that FLS wiring was burnt. I Recommend repair kit, cable grommets, stationary wear ring, impeller, rotating wear-ring, FLS, defuser plate.

Parts, Labor and Other Charges

Parts:

| Qty | PartNo | Description | Sell Price | Total Price |
|-----|-----------|-------------------------------------|------------|-------------|
| 1 | 601 89 24 | KIT,REPAIR BASIC 3300.180 | \$7,666.00 | \$7,666.00 |
| 1 | 319 98 39 | STATOR,35-28-4A 460VD | \$6,948.00 | \$6,948.00 |
| 1 | 279 76 01 | PIPE,BRASS | \$61.00 | \$61.00 |
| 2 | 81 73 42 | SCREW,SLOTTED M4 X 12 SS | \$2.60 | \$5.20 |
| 2 | 374 56 00 | RING,RETAINING | \$49.00 | \$98.00 |
| 2 | 374 56 00 | RING,RETAINING | \$49.00 | \$98.00 |
| 1 | 84 44 18 | GROMMET,CR 41ID 60OD 26L | \$159.00 | \$159.00 |
| 60 | 94 21 11 | CABLE,SUBCAB AWG 1/3-2-1-GC+ 41.7MM | \$61.00 | \$3,660.00 |
| 1 | 84 59 12 | ASSEMBLY,LOCKING 55X85 | \$305.00 | \$305.00 |
| 2 | 82 59 21 | RING,RETAINING ID-67.5MM | \$7.50 | \$15.00 |
| 1 | 391 32 00 | COVER,STEEL | \$46.00 | \$46.00 |
| 1 | 481 72 19 | IMPELLER,C HT 305MM CI 3300 | \$5,262.00 | \$5,262.00 |



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PRODUCT REPAIR / SERVICE ESTIMATE

Estimate #: R2019-SAV-0099

Date: 8/19/2019

Page 3 of 5

Tag #: 4126

JobName: Peterson Road Lift Station

| | | | | |
|---|-----------|----------------------------|------------|------------|
| 1 | 518 89 02 | DETECTOR,LEAKAGE UNIT FLS | \$234.00 | \$234.00 |
| 1 | 504 78 11 | CABLE UNIT | \$147.00 | \$147.00 |
| 1 | 434 48 00 | RING,INSERT CI | \$2,756.00 | \$2,756.00 |
| 1 | 314 88 05 | RING,WEAR STATIONARY BRASS | \$634.00 | \$634.00 |

Labor and Other Charges:

| Qty | PartNo | Description | Sell Price | Total Price |
|-----|--------------|---|------------|-------------|
| 14 | 14-69 00 03A | LABOR,SVC FLYGT,NO TAX Z4-TP MODELS: 3000,7000,8000 | \$102.00 | \$1,428.00 |
| 1 | 14-69 00 21D | ENV FEE >50HP TP ENVIRONMENTAL FEE | \$87.00 | \$87.00 |
| 1 | 14-69 00 24B | MISC ITEMS,LARGE PUMPS TP MATERIALS,LUBES,SOLVENTS,ETC | \$80.00 | \$80.00 |

Total Price: \$29,689.20

Product Replacement

Product Number: 3300.181-4645

Estimated Delivery: 8-10 Weeks

Cost of New Unit: \$70,577.00

Description:

Flygt Model CP-3300.181 6" volute Submersible pump equipped with a 460 Volt / 3 phase / 60 Hz 88 HP 1750 RPM motor, 466 impeller, 1 x 50 Ft. length of SUBCAB 1AWG/3-2-1-GC submersible cable, volute is prepared for Flush Valve

Terms

Please note: If additional repair requirements are identified during service, the total cost of your repair may change. Should this occur, we will contact you for approval before proceeding.

A signed Purchase Order or approval below must be received before any repair work can begin.

If repaired unit is not picked up or delivered within 5 days of completion, the repair will be invoiced.

Taxes: State, local and other applicable taxes are not included in this quotation.

Terms of payment: Net 30 Standard



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PRODUCT REPAIR / SERVICE ESTIMATE

Estimate #: R2019-SAV-0099

Date: 8/19/2019

Page 4 of 5

Tag #: 4126

JobName: Peterson Road Lift Station

(closing text)

Christine Huggins

Phone: 912-436-3393

Fax: 912-966-1579

Email: christine.huggins@xylem.com





PRODUCT REPAIR / SERVICE ESTIMATE

Estimate #: R2019-SAV-0099

Date: 8/19/2019

Page 5 of 5

Tag #: 4126

JobName: Peterson Road Lift Station

Customer Approval

Complete and sign this Approval and return to Xylem Water Solutions USA, Inc with, or in place of, your Purchase Order

I authorize Xylem Water Solutions USA, Inc to proceed for the amount shown above.

Repair

Replacement

Customer Name: _____

Date: _____

Customer Signature: _____

PO #: _____

Ship To:

Will Pick Up

Deliver

Ship To

Ship/Delivery Address:

Bill To:

Taxable:

Yes

No

Tax Exemption Certificate must be on file or tax will be applied to the invoice.



Dedication of County Roads

Outline for August 26, 2019, Work Session

Creation of Private Roads

- The sale of lots in a subdivision by reference to a plat showing a road creates a private easement in the full length of the road in each purchaser of an adjoining lot.
- Fee simple title is in adjoining property owner to centerline, subject to each adjoining owner's easement over the entire road.

Dedication of Public Road

- A county road may be created by dedication.
- There is a presumption that the dedication of a road to a county transfers only an easement. Where there is no express grant of fee simple title, an easement results.
- The adjoining landowners continue to own fee simple title to the middle of the road.
- Dedication requires the intention of the owner to dedicate land for public use.
- Dedication also requires acceptance by the county or the public.

Description

- The description of the right of way must be certain or furnish a key to the precise location and boundaries of the right of way. This is best accomplished by a new plat.

Potential Issues with Dedication of Private Road

- Title: In some instances, the County may be able to identify all adjoining property owners. In others, it may not.
- Consents: In some instances, all adjoining property owners may consent to a proposed dedication. In others instances, some owners may not consent or affirmatively object.

Duty to Maintain

- A county has a duty to maintain a county road.

Abandonment

- A county may abandon a county road only if (a) the road has ceased to be used by the public to the extent no substantial public purpose is served by it and/or (b) its removal from the county road system is otherwise in the best public interest.

CRITERIA FOR ACCEPTANCE OF PRIVATE DIRT ROADS

- A petition must be signed by 75% of the parcel owners on the private dirt road requesting Lowndes County to accept the private road into the County's inventory for maintenance
- Lowndes County Engineering will review the petition for accuracy and completeness
- If less than 75% of all parcel owners on the private road sign the petition requesting Lowndes County to accept the private road for maintenance, County staff will not pursue the acceptance any further.
- Upon review of the petition, Lowndes County Engineering will have a survey plat developed of the entire road and easement for each parcel owner to sign.
- Lowndes County Engineering staff will assess the road to determine where drainage easements may need to be obtained.
- Lowndes County Engineering Staff will develop drainage easements as needed for the private road.
- Until 75% of all parcel owners sign the easements and drainage easements, Lowndes County Engineering staff will hold the request from presentation to the Lowndes County Board of Commissioners
- Lowndes County Engineering will present the completed petition, easements, and drainage easements to the Lowndes County Board of Commissioners for acceptance into the County's dirt road inventory for maintenance once 75% of the easements are signed.
- Upon acceptance of the private road into the Lowndes County Dirt Road Inventory for maintenance by the Lowndes County Board of Commissioners, Engineering staff will record the easements and drainage easements in the Lowndes County Clerk of the Courts office.
- Each individual parcel owner will be required to relocate any fences, shrubbery, trees, decorative mail boxes, wells, septic tanks, etc that are currently located inside of the new easement as needed. If these items are not relocated before County Public Works Staff begins maintenance, such items will be removed and discarded.
- Lowndes County Public Works Staff will maintain an approximately 40-60 foot wide easement. This will include the driving surface, roadside ditches and clear zone.
- Lowndes County Public Works staff will widen the road, build up the road, install drainage ditches, drainage culverts, install signs and remove vegetation as needed.
- Upon completion of the initial upgrade of the dirt road, Lowndes County Public Works staff will place the road on a routine maintenance grader route. Staff's goal is to grade each dirt road twice per month.

- The following Private Roads are not eligible for consideration:
 - Private Roads without 75% support from the parcel owners
 - Paved Private Roads
 - Private Drives/Roads that only serve one resident
 - Roads that residents have requested be abandoned by the Lowndes County Board of Commissioners and have consequently been abandoned.
 - Private Roads where there is currently not an occupied residential dwelling.
 - Private Dirt Road inside of a Mobile Home Park

RESOLUTION
REGARDING POTENTIAL DEDICATIONS OF PRIVATE ROADS

WHEREAS, county roads may be created by dedication and acceptance by a county;

WHEREAS, owners of property adjoining certain private roads in Lowndes County have expressed a desire to dedicate the private road adjoining their property to Lowndes County;

WHEREAS, many of said roads are dirt roads in poor condition and difficult to traverse especially during and following heavy rains;

WHEREAS, residents living on such roads are in instances unable to reach their homes;

WHEREAS, emergency service providers are in instances unable to reach residences located on such roads;

WHEREAS, owners of property adjoining private roads usually have an easement in the length of the road;

WHEREAS, accepting the dedication of such a road as public a road to be incorporated into the County's system of county roads may serve the best interest of the public; and

WHEREAS, whether accepting the dedication of a private road as a public road will serve the best public interest will depend on a case-by-case basis on various circumstances, including, but not limited to, the condition of the road, the length of the road, the number of residents living on the road;

NOW THEREFORE, the Board of Commissioners of Lowndes County does hereby resolve that:

1. the County Engineer shall develop, maintain, and update as advisable internal operating procedures for evaluating and presenting to the Board of Commissioners proposed dedications of private roads as public county roads, and
2. upon presentation by the County Engineer, the Board of Commissioners will consider accepting the dedication of a private road as a public county road based on whether accepting the dedication will serve the best interest of the public considering all relevant circumstances.

IT IS SO RESOLVED, this ___ day of _____, 2019.

BOARD OF COMMISSIONERS
OF LOWNDES COUNTY

By: _____
Bill Slaughter, Chairman

Attest: _____
Paige Dukes, Clerk