



LOWNDES COUNTY BOARD OF COMMISSIONERS
PROPOSED AGENDA
WORK SESSION, MONDAY, MAY 10, 2021, 8:30 AM
REGULAR SESSION, TUESDAY, MAY 11, 2021, 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 - April 26, 2021 & Regular Session - April 27, 2021

Recommended Action:

Documents:

5. Appointment

- a. Lowndes County Public Facilities Authority

Recommended Action: Board's Pleasure

Documents:

6. Public Hearing

- a. Rezoning Case REZ-2021-06 - Skip Van Nus 6250 & 6258 Chancy Dr. (0049 014), E-A to R-A, Well & Septic, ~9.56 Acres

Recommended Action: Board's Pleasure

Documents:

- b. Rezoning Case REZ-2021-07 C & S Investments, 4081 Mt. Zion Church Rd. (0148 084), R-1 to R-21, Community Well & Septic, ~25.48 Acres

Recommended Action: Board's Pleasure

Documents:

7. For Consideration

- a. Borrow Pit Agreement

Recommended Action: Approve

Documents:

- b. FY 2022 Juvenile Justice Incentive Grant Application

Recommended Action: Board's Pleasure

Documents:

- c. GDOT Standard Utility Agreement, Lake Park Bellville Road

Recommended Action: Approve

Documents:

- d. GDOT Standard Contract Agreement Exit 11

Recommended Action: Approve

Documents:

- e. Hahira Extraterritorial Extension of Water Service

Recommended Action: Approve

Documents:

8. Bid

- a. Bid for Annual Coffee Service for County Buildings

Recommended Action: Board's Pleasure

Documents:

- b. Bid for a Loader for Public Works

Recommended Action: Board's Pleasure

Documents:

- c. Old US 41 Widening Project

Recommended Action: Approve

Documents:

- d. Turn Lane Project for Cat Creek Road and River Road

Recommended Action: Approve

Documents:

- e. Change Order For Old US 41 Widening Project

Recommended Action: Accept

Documents:

9. Reports - County Manager

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

11. Adjournment

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: Lowndes County Public Facilities Authority

DATE OF MEETING: May 11, 2021

Work Session/Regular Session

BUDGET IMPACT:

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: Appointing/Reappointing a Member

HISTORY, FACTS AND ISSUES: Commissioner Clay Griner's appointment to the Lowndes County Public Facilities Authority will expire May 31, 2021. Commissioner Griner has expressed an interest in being reappointed for another three year term.

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

RECOMMENDED ACTION: Board's Pleasure

DEPARTMENT: County Manager

DEPARTMENT HEAD: Paige Dukes

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: Rezoning Case REZ-2021-06 - Skip Van Nus 6250 & 6258 Chancy
Dr. (0049 014), E-A to R-A, Well & Septic, ~9.56 Acres

DATE OF MEETING: May 11, 2021

Work Session/Regular Session

BUDGET IMPACT: N/A

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: REZ-2021-06 - Skip Van Nus 6250 & 6258 Chancy Dr. (0049 014), E-A to R-A, Well & Septic, ~9.56 Acres

HISTORY, FACTS AND ISSUES: This request represents a change in zoning on approximately 9.56 acres from E-A (Estate Agricultural) zoning to R-A (Residential Agricultural) zoning, in order for the property to be divided.

Since any division of the property will create at least one parcel possessing less than 5 acres, the required minimum acreage in E-A zoning, it is necessary to rezone to R-A zoning so that the divided parcels will not create non-conforming lots and thus remain ULDC compliant, as stated in Section 4.01.01 of the ULDC, "Design Standards for Lots".

The subject property is within the Ridgecrest Subdivision, just south of the Hahira city limits and is part of the Urban Service and Rural Residential Character Areas, with access to and from the property from Chancy Drive, a residential local road (<750 AADT). Per Comprehensive Plan guidance, R-A zoning is listed as a permitted zoning within the character area.

In addition to the previously stated information, the following should be considered:

- 1) The average size of the 15 parcels that front Chancy Drive is 2.72 acres,
- 2) Only 2 parcels possess the minimum 5 acres required in its current zoning classification - the subject property and one other,
- 3) The subject property contains approximately 65 feet of road frontage, providing enough to divide the parcel and maintain the minimum 60 feet road frontage requirement per lot, and
- 4) Adjacent to the north of the subject property is R-21 zoning.

At its regular April meeting, the GLPC considered the request and recommended approval by a 9-0 vote. No one spoke in favor nor against the request. Additionally, the TRC reviewed the request and found it compliant with the Comprehensive Plan and existing land use patterns in the area.

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

RECOMMENDED ACTION: Board's Pleasure

DEPARTMENT: Planning/Zoning

DEPARTMENT HEAD: JD Dillard

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

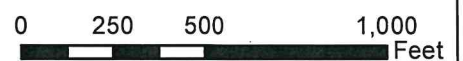
REZ-2021-06

WRPDO Site Map

Legend

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

SKIP VAN NUS Rezoning Request

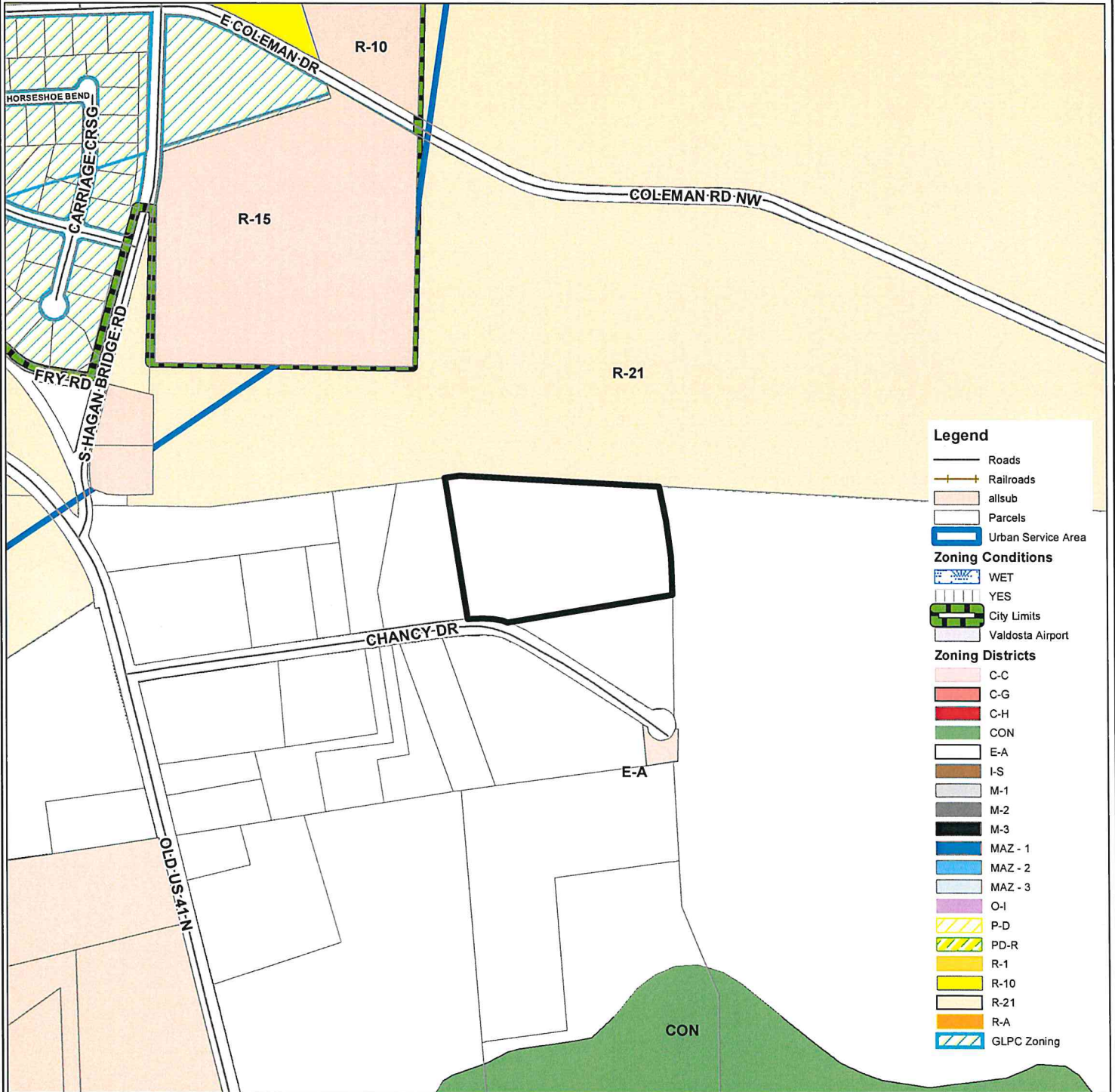


REZ-2021-06

Zoning Location Map

SKIP VAN NUS
Rezoning Request

CURRENT ZONING: E-A
PROPOSED ZONING: R-A



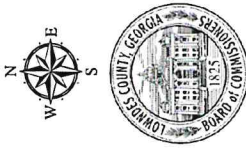
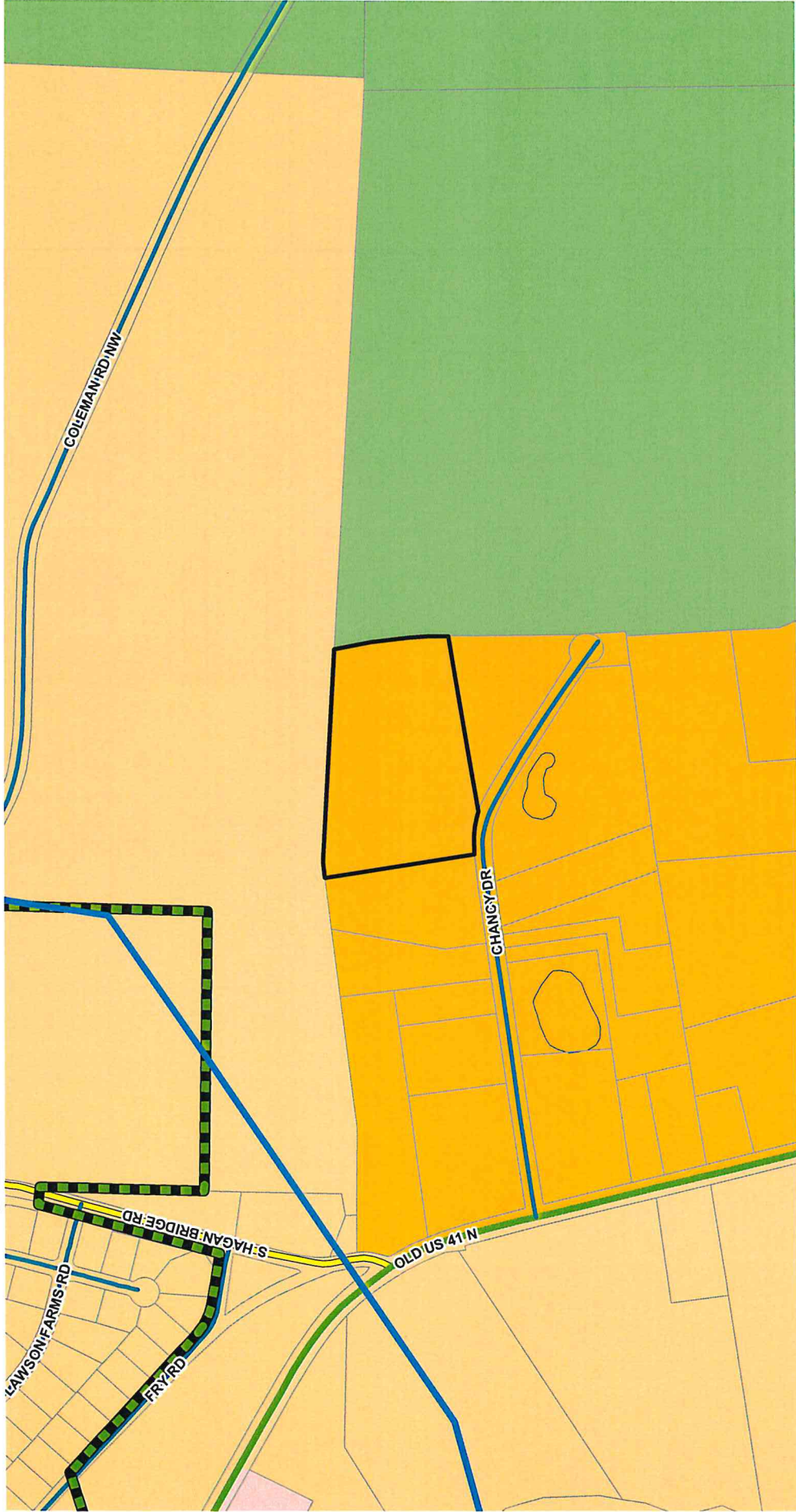
- Legend**
- Roads
 - +— Railroads
 - allsub
 - Parcels
 - Urban Service Area
 - Zoning Conditions**
 - WET
 - YES
 - City Limits
 - Valdosta Airport
 - Zoning Districts**
 - C-C
 - C-G
 - C-H
 - CON
 - E-A
 - I-S
 - M-1
 - M-2
 - M-3
 - MAZ - 1
 - MAZ - 2
 - MAZ - 3
 - O-I
 - P-D
 - PD-R
 - R-1
 - R-10
 - R-21
 - R-A
 - GLPC Zoning



REZ-2021-06

Future Development Map

SKIP VAN NUS Rezoning Request



- Roads**
- Functional Classification**
- 1, INTERSTATE
 - 3, OTHER PRINCIPAL ARTERIAL
 - 4, MINOR ARTERIAL
 - 5, MAJOR COLLECTOR
 - 6, MINOR COLLECTOR
 - 7, LOCAL
 - Railroads
- Urban Service Area**
- City Limits
 - Parcels
 - Open Water
- Land Use Categories**
- Agriculture / Forestry
 - Community Activity Center
 - Downtown
 - Established Residential
 - Industrial Activity Center
 - Industrial Area
 - Institutional Activity Center
 - Linear Greenspace/Trails
 - Mill Town
 - Moody Activity Zone
 - Neighborhood Activity Center
 - Park/Recreation/Conservation
 - Public / Institutional
 - Regional Activity Center
 - Remerton Neighborhood Village
 - Rural Activity Center
 - Rural Residential
 - Suburban Area
 - Transitional Neighborhood
 - Transportation/Communication/Utilities

VALOR
VALDOSTA LOWNDES REGIONAL GEOSPATIAL INFORMATION SYSTEM

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I am proposing to rezone the property so that I can divide and deed a portion of the property. The property is located in a agricultural/forestry area according to the Greater Lowndes Comprehensive Plan. The proposed zoning meets the suburban characteristics of high to moderate building separation, low pedestrian orientation and a predominately residential use. The proposed use also meets the objective as described in Goal 4 Policy 4.6 and Goal 7, Policy 7.5.

Albert H. Van Nus

Karen A. Van Nus

Zoning Districts: P – Permissible S – Permissible Subject to Supplemental Standards Blank – Prohibited	E-A	R-A
Land Uses:		
Residential		
Dwellings		
Single-family (See Also Section 4.01.03 and 9.01.01(C))	P	P
Manufactured homes (See Also Section 4.01.03 and 9.01.01(C))	P	P
Social Services		
Family Personal Care Homes (4-6 residents) (For an “S” See Also Section 4.03.16)	S	S
Group Personal Care Homes (7-15 residents) (For an “S” See Also Section 4.03.16)	S	S
Agricultural and Farm Operations (For an “S” See Also Section 4.03.02)	P	S
Agricultural Processing, Sales (wholesale and retail), and Outdoor Storage. (For an “S” See Also Section 4.03.02)	P	S
Commercial Greenhouse and Plant Nurseries (For an “S” See Also Section 4.03.03)	P	S
Stables and Livestock (For an “S” See Also Section 4.03.02)	P	S
Kennel without Outdoor Run (For an “S” See Also Section 4.03.01)	S	S
Kennel with Outdoor Run (For an “S” See Also Section 4.03.01)	S	S
Animal Hospital, Veterinary Clinic, or Animal Shelter (For an “S” See Also Section 4.03.01)	S	
Bed and Breakfast Lodging (For an “S” See Also Section 4.03.17)	S	S
Cemeteries (For an “S” See Also Section 4.03.06)	S	S
Home Day Care (7-18 children) (For an “S” See Also Section 4.03.08)	S	S
Family Day Care (6 or less children) (For an “S” See Also Section 4.03.08)	P	P
Essential Public Services, such as Transmission Lines and Lift Stations	P	P
Farmers Market and Outdoor Sales (For an “S” See Also Section 4.03.09)	P	S
Radio, TV and Telecommunication Towers (For an “S” See Also Section 5.05.00)	S	
Nature Facilities, Picnic Areas, Parks, and Trails	P	P
Outdoor Recreation such as Miniature Golf, Stables, Marinas, Sports Fields, and Fishing/Hunting Preserves (For an “S” See Also Section 4.03.23)	S	S
Recreational Vehicle Park and Campground (For an “S” See Also Section 4.03.14)	S	
Religious Uses and Facilities (For an “S” See Also Section 4.03.15)	S	S
Private K-12 Schools (For an “S” See Also Section 4.03.24)	S	S
Private Colleges and Universities (For an “S” See Also Section 4.03.07)		S

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: Rezoning Case REZ-2021-07 C & S Investments, 4081 Mt. Zion Church Rd. (0148 084), R-1 to R-21, Community Well & Septic, ~25.48 Acres

DATE OF MEETING: May 11, 2021

Work Session/Regular Session

BUDGET IMPACT: N/A

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: REZ-2021-07 C & S Investments, 4081 Mt. Zion Church Road. (0148 084)
R-1 to R-21, Community Water System & Septic, ~25.48 acres

HISTORY, FACTS AND ISSUES: This request represents a change in zoning on approximately 25.5 acres from R-1 (Low Density Residential) zoning to R-21 (Medium Density Residential) zoning, in order for a new residential subdivision to be developed, and to be serviced by a community water system and septic.

The subject property is in the Urban Service Area and Suburban Character Area, with access to and from the property from Mt. Zion Church Road, a minor collector road (1,500 to 3,000 AADT). Per Comprehensive Plan guidance, R-21 zoning is listed as a permitted zoning within that character area.

Adjacent to the west-northwest and north of the subject property is the City of Valdosta's R-15 zoned Knights Mill Subdivision, and adjacent at the northeast corner is a 53.5 acres parcel zoned R-10. Two additional R-21 subdivisions are located ~2,000 feet to the east and west of the proposed site, with similar water and septic systems.

The GLPC considered the request at its regular April meeting and recommended for its approval by an 8-0-1 vote. For reference, Commissioners had questions related to the lot size allowed in R-21 zoning. Three citizens spoke in opposition with concerns centered around the density of the proposed subdivision, property values and drainage/water runoff. The TRC considered the request and had no objectionable comments, and staff finds the request consistent with the Comprehensive Plan and existing land use patterns of the area.

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

RECOMMENDED ACTION: Board's Pleasure

DEPARTMENT: Planning/Zoning

DEPARTMENT HEAD: JD Dillard

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

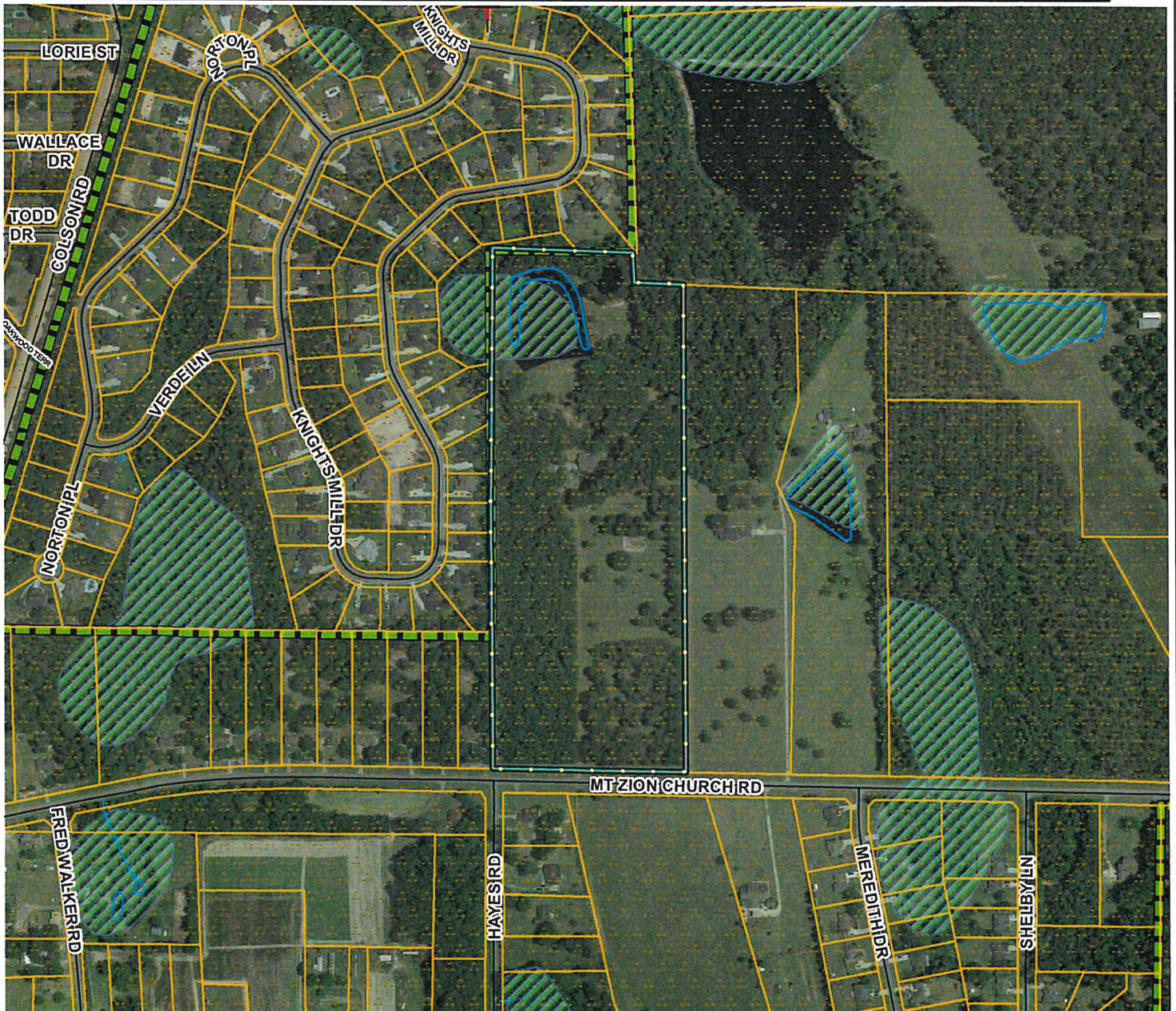
REZ-2021-07

WRPDO Site Map

Legend

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

C & S INVESTMENTS Rezoning Request

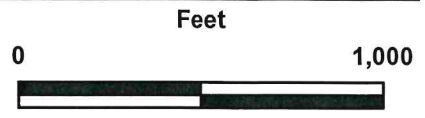
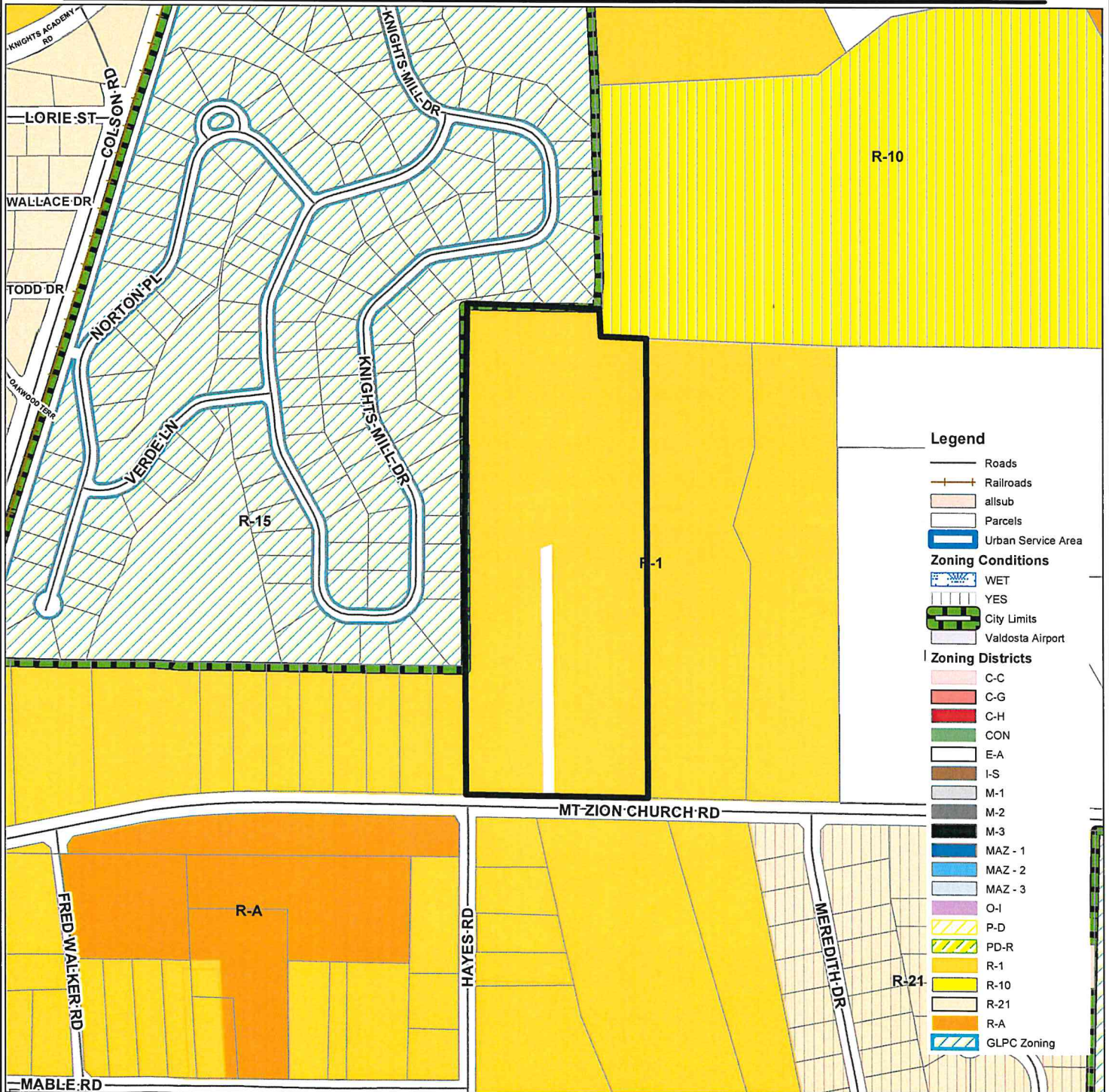


REZ-2021-07

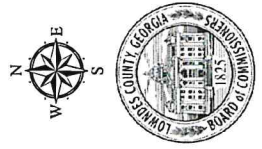
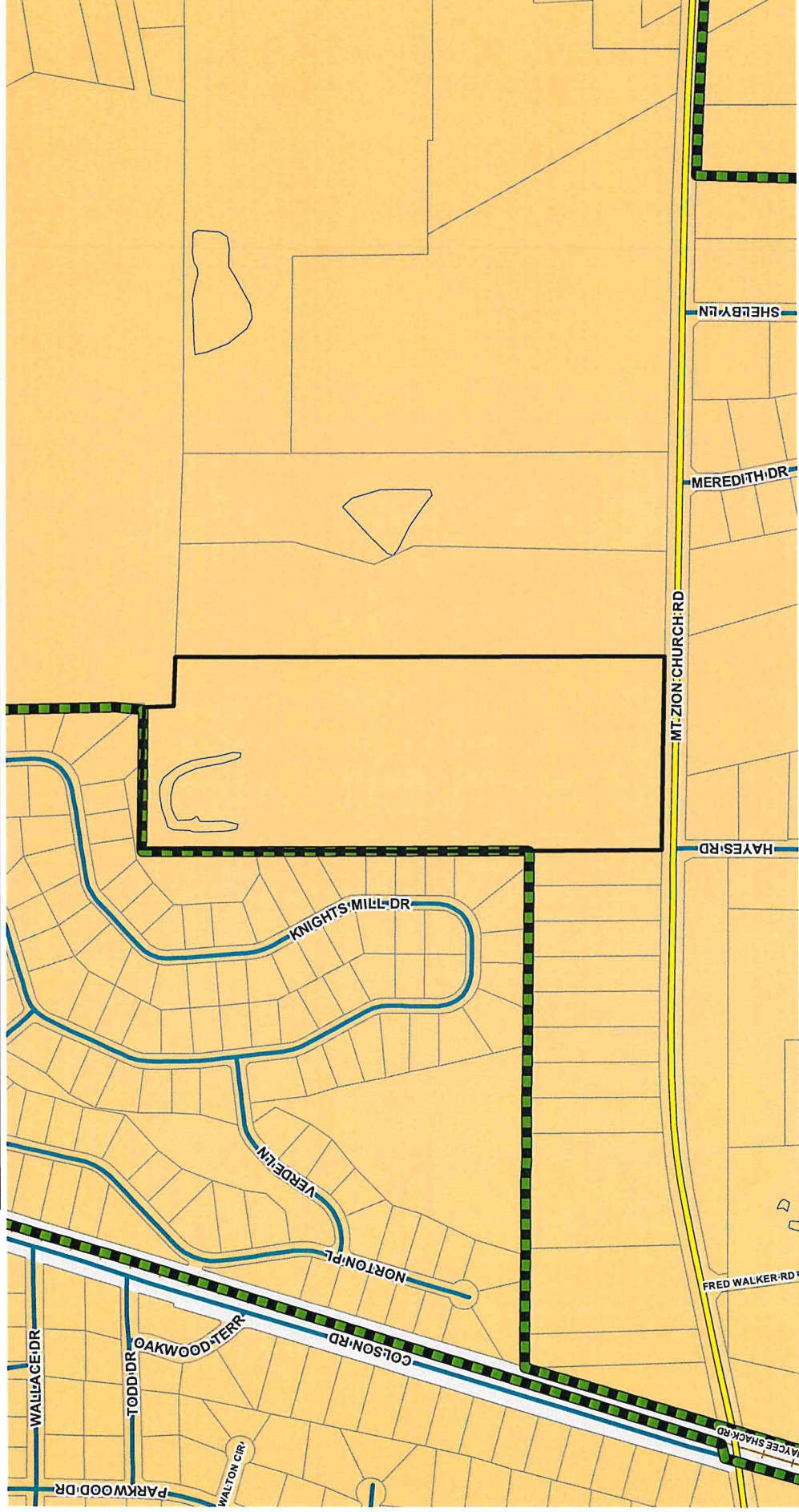
Zoning Location Map

C & S INVESTMENTS
Rezoning Request

CURRENT ZONING: R-1
PROPOSED ZONING: R-21



C & S INVESTMENTS Rezoning Request



Roads Functional Classification

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

Urban Service Area

- City Limits
- Parcels
- Open Water

Activity Centers

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

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LETTER OF INTENT

Trinni Amiot

327 N. Ashley St. - 2nd Floor

Valdosta, GA 31601

RE: Rezoning for Duane Cunningham

Mrs. Amiot,

On behalf of Mr. Duane Cunningham, Arrow Engineering & Construction Services, LLC submits this letter of intent to subdivide and rezone a 25.48-acre tract of land located on Mt Zion Church Road from R1 to 35± half acre tracts zoned R21.

We are proposing to subdivide the property for the placement of multiple single-family residences. The property is in a suburban area according to the Greater Lowndes Comprehensive Plan. The proposed zoning meets the suburban characteristics of high to moderate building separation, low pedestrian orientation and a predominately residential use.

Thank you for your consideration of this matter.

H. Larry Sanders P.E.



R-1, Low **Density Residential** (1 acre). This **district** is intended to provide for single-family residential dwellings on individual lots at a low **density of development**, consistent with the **use** of private wells and septic tanks.

R-21, Medium **Density Residential** (21,780 square feet). This **district** is intended to provide for single-family residential dwellings on individual lots at a moderate **density of development**, consistent with the **use** of either county or private water systems or county or private sewerage disposal systems or both. The **use of on-site** septic systems may be permissible.

Zoning Districts:	R-1	R-21
P – Permissible		
S – Permissible Subject to Supplemental Standards		
Blank – Prohibited		
Land Uses:		
Residential		
Dwellings		
Single-family (See Also Section 4.01.03 and 9.01.01(C))	P	P
Two-family (See Also Section 4.01.03)		P
Manufactured homes (See Also Section 4.01.03 and 9.01.01(C))	P	P
Social Services	S	
Family Personal Care Homes (4-6 residents) (For an “S” See Also Section 4.03.16)	S	S
Group Personal Care Homes (7-15 residents) (For an “S” See Also Section 4.03.16)	S	
Bed and Breakfast Lodging (For an “S” See Also Section 4.03.17)	S	
Home Day Care (7-18 children) (For an “S” See Also Section 4.03.08)	S	S
Family Day Care (6 or less children) (For an “S” See Also Section 4.03.08)	P	P
Essential Public Services, such as Transmission Lines and Lift Stations	P	P
Golf Course (with or without driving range) (For an “S” See Also Section 4.03.10)	S	S
Nature Facilities, Picnic Areas, Parks, and Trails	P	P
Religious Uses and Facilities (For an “S” See Also Section 4.03.15)	S	S
Private K-12 Schools (For an “S” See Also Section 4.03.24)	S	S
Private Colleges and Universities (For an “S” See Also Section 4.03.07)	S	S

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: Borrow Pit Agreement

DATE OF MEETING: May 11, 2021

Work Session/Regular Session

BUDGET IMPACT: \$300,000

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: Borrow Pit Agreement

HISTORY, FACTS AND ISSUES: The Lowndes County Public Works Department is in need of a borrow pit for suitable soils that can be used for road build up, construction projects, shoulder rebuilding, etc. The Lowndes County Engineering Department and Public Works Department have worked together to find a parcel of land in Naylor near Lake Alapaha that meet these requirements for the specific type of soil needed. The Engineering and Public Works Departments have completed test holes in several locations throughout the parcel of land and have found this soil to be suitable for our use. Attached is the borrow pit agreement between Lowndes County and Larry & Christine Sanders for a term of up to 12 years.

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

RECOMMENDED ACTION: Approve

DEPARTMENT: Engineering

DEPARTMENT HEAD: Mike Fletcher

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

Prepared By/Return Recorded Document To:
Elliott, Blackburn & Gooding, P. C.
3016 North Patterson Street
Valdosta, GA 31602
Attention: Thompson H. Gooding, Jr.

Cross Reference To:
Book 6781, Page 1
Lowndes County, GA Records

BORROW PIT AGREEMENT

GEORGIA, LOWNDES COUNTY.

This Borrow Pit Agreement (this "Agreement") made and entered into effective May 11, 2021 (the "Effective Date") by and among **RIVER RUN FARM, LLC**, a Georgia limited liability company, 2621 Hwy. 84 E., Valdosta, GA 31606 ("River Run"), **HIRAM LARRY SANDERS, JR., CHRISTINE LYNN SANDERS** (Hiram Larry Sanders, Jr. and Christine Lynn Sanders collectively being the "Sanders") 2621 Hwy 84 E., Valdosta, GA 31606, and **THE BOARD OF COMMISSIONERS OF LOWNDES COUNTY, GEORGIA**, a body politic and a political subdivision of the State of Georgia, 327 N. Ashley Street, Valdosta, GA 31601 (the "County");

WITNESSETH:

WHEREAS, the County desires to access, excavate, extract, and remove as its property borrow pit materials for use on County roads and other purposes, and River Run desires to provide such access and to sell such materials to the County from that certain tract of land having a surface area size of ten (10) acres, more particularly described on Exhibit "A" (the "Property"), which Property is located within a larger tract of property River Run owns in Land Lots 423 and 452 in the 11th Land District of Lowndes County, GA, such larger tract of property being the same as conveyed by the Sanders to River Run by that certain Quitclaim Deed, dated May 3, 2021, recorded at Deed Book 6781, Page 1 in the public real estate records of the Lowndes County Clerk of Superior Court and currently identified as tax parcels 0259 029F, 0259 029B, and 0259 029C by the Lowndes County Board of Tax Assessors (the "Parent Tract"); and

WHEREAS, the Sanders are both the sole record and beneficial owners, members, and managers of River Run, and find it in the best interest of each of the Sanders and River Run for each of the Sanders, jointly and severally, to enter into this Agreement and agree to be liable and responsible for each of the obligations of River Run in this Agreement, in each case as a material and essential inducement to the County to enter into this Agreement;

NOW, THEREFORE, in consideration of the promises hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County, River Run, and each of the Sanders hereby agree as follows.

1.

River Run hereby grants, conveys, and transfers to the County, its agents and representatives, the exclusive rights to enter upon the Property and to excavate, extract, and remove as the County's property an unlimited quantity of Borrow Pit Materials from the Property. As used herein, "Borrow Pit Materials" shall mean clay, stone, gravel, dirt, rock, ore, sand, silt, minerals, and other earth products. The grant and other provisions of this Agreement shall constitute a covenant running with the land for the benefit of the County, its successors and assigns.

2.

River Run represents and warrants that it is the sole owner of the Property and the Parent Tract and is authorized to permit the excavation, extraction, removal, and conveyance of Borrow Pit Materials from the Property and to grant rights of ingress, egress and regress onto and over the Parent Tract.

3.

Work done or caused to be done by the County's agents, employees, representatives, and contractors, and their vehicles and equipment, to excavate, extract, and remove Borrow Pit Material shall be confined to the area identified on Exhibit A. During the Term (as hereinafter defined), the County shall have the exclusive possession and use of the Property to quietly have, hold, occupy, and use the Property in carrying out the County's activities thereon that are set forth in this Agreement, and the County's such possession and use shall not be disturbed by River Run or its successors and assigns (except that agents or representatives of River Run (or its successors and assigns) may at any time enter the Property (i) for purposes of inspection and (ii) for carrying out River Run's activities pursuant to Section 10 hereof, in each case, without interrupting or interfering with the County's such possession and use of the Property).

4.

The County will access the Property from Lake Alapaha Boulevard, which will require the County, its agents, employees, representatives, and contractors to cross over a portion of the Parent Tract that is not included in the Property. The County and River Run intend to work together to cooperatively identify a route of ingress, egress and regress for the County, its agents, employees, representatives, and contractors to use in accessing the Property for the purposes contemplated by this Agreement. If the County and Sanders cannot agree on such a route of access after reasonable efforts to do so, the County may unilaterally designate a route of access through the Parent Tract by identifying the path that provides the County with the most practical direct access to the Property from Lake Alapaha Boulevard without encountering improvements or other obstructions that would have to be removed or would otherwise interfere with the County's ingress, egress, and regress to the Property. Such access road (hereinafter, the "Access Road") shall be no more than twenty (20) feet in width, and, once identified, its location will remain unchanged during the Term unless agreed to by the parties hereto. The Access Road will be used by the County for ingress, egress, and regress to the Property, only. The County will maintain the Access Road in good

condition and repair such that, at all times, it is traversable by two or more axle vehicles and equipment. The County will compact and grade the Access Road as needed and will install suitable rock to the extent necessary to keep the Access Road in such condition. During the Term, River Run shall not erect any barriers or obstructions within or across, or otherwise interfere with the County's use of, the Access Road.

5.

Excavation, extraction, and removal of Borrow Pit Materials from the Property by the County may be done on an "as needed" basis during the Term (as hereinafter defined).

6.

As sole and exclusive compensation for access to and excavation, extraction, and removal of the Borrow Pit Materials, any damage to the Property inherently resulting from such access, excavation, extraction, and removal, and for the County's other rights under this Agreement, the County shall pay River Run the lump sum of \$250,000 concurrent with execution of this Agreement.

7.

The County may excavate the Property to a depth sufficient to excavate, extract, and remove the needed Borrow Pit Materials. Upon completion of all excavation, extraction, and other surface mining by the County on the Property, the County shall perform at its expense reclamation of the Property in accordance with a mutually acceptable Mining Land Use Plan developed by River Run and approved by the Environmental Protection Division of the Georgia Department of Natural Resources ("EPD") (the "Reclamation Work").

8.

River Run acknowledges the inherent disruption and damage to the Property as a result of the excavation, extraction, and removal of Borrow Pit Materials therefrom. River Run releases the County from any claims for such inherent disruption and damage, and River Run covenants and agrees not to sue the County for any such harm.

9.

To the extent permitted by law, each Party (the "Indemnifying Party") agrees to defend, indemnify, and hold each other Party (the "Indemnified Party") harmless from any and all claims, costs, expenses, and damages of any kind, including, without limitation, reasonable attorneys' fees, that arise or relate to any claim for (i) bodily injury or damage to real or personal property (other than the inherent disruption and damage to the Property resulting from the excavation, extraction, and removal activities contemplated hereby) as a result of negligence or willful misconduct by the Indemnifying Party or any of its agents, employees, contractors, or representatives to the extent occurring in connection with or relating to the Indemnifying Party's exercise of its rights under this Agreement, or (ii) breach or violation of this Agreement.

10.

For and during the Term, River Run shall be responsible for the performance and costs of all surveying, engineering, and permitting required by the EPD in connection with the activities contemplated hereby, including development of a Mining Land Use Plan (that includes a reclamation plan for the Property) approved by EPD, obtaining an exemption for

the County from EPD's bonding requirements relating to the Mining Land Use Plan, and EPD's annual inspections, in consideration for which the County shall pay River Run a lump sum of \$50,000 concurrent with execution of this Agreement, which sum is in addition to the compensation being paid pursuant to Paragraph 5 above.

11.

Nothing in this Agreement shall create a contractual relationship or a cause of action in favor of any third party.

12.

This Agreement constitutes the entire agreement and understanding between the parties hereto and supersedes any prior agreement, understanding, or correspondence relating to the subject matter of this Agreement. No change in the terms of this Agreement shall be binding unless they are reduced to writing and signed by all parties to the Agreement.

13.

This Agreement is for the benefit of and shall be binding upon the County, River Run, and each of the Sanders, and their respective heirs, beneficiaries, executors, administrators, successors, successors in title, and permitted assigns. No part of this Agreement may be transferred, assigned, or subcontracted to another party without the prior written consent of the parties hereto which shall not be unreasonably withheld, conditioned, or delayed.

14.

This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia.

15.

The term of this Agreement (the "Term") shall commence as of the Effective Date and shall therefrom continue for a period of twelve (12) years, said Term being ten (10) years for access, excavation, extraction, and removal of Borrower Pit Materials by the County plus an additional two (2) years for performance of the Reclamation Work.

16.

This Agreement may be executed in counterparts.

17.

Nothing contained in this Agreement shall constitute a waiver of any immunity of the County, its commissioners, officers, employees, and agents from suit.

18.

This Agreement documents a sale to a county of the State of Georgia being paid directly to the seller (being River Run) within the meaning of O.C.G.A. § 48-8-3(1), and the transaction contemplated hereby is, therefore, intended to be immune from sales and use tax.

19.

For the avoidance of doubt, each of the Sanders, jointly and severally, agree to be liable

and responsible for each of River Run's obligations under this Agreement.

IN WITNESS WHEREOF the parties hereto have each executed and delivered this Agreement as of the Effective Date.

River Run:

RIVER RUN FARM, LLC

By: _____

Name: Hiram Larry Sanders

Title: Manager

By: _____

Name: Christine Lynn Sanders

Title: Manager

Sanders:

HIRAM LARRY SANDERS, JR.

CHRISTINE LYNN SANDERS

Signed, sealed and delivered
in the presence of:

Witness

Notary Public

My commission expires:

(AFFIX SEAL)

[signatures continued on following page]

County:

BOARD OF COMMISSIONERS OF
LOWNDES COUNTY, GEORGIA

By: _____
Bill Slaughter
Chairman

Attest: _____
Belinda C. Lovern
County Clerk

Signed, sealed and delivered
in the presence of:

Witness

Notary Public
My commission expires:

(AFFIX SEAL)

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: FY 2022 Juvenile Justice Incentive Grant Application

DATE OF MEETING: May 11, 2021

Work Session/Regular Session

BUDGET IMPACT: \$165,427

FUNDING SOURCE:

(X) CJCC Funding -

\$165,427

() Capital

() N/A

() SPLOST

() TSPLOST

COUNTY ACTION REQUESTED ON: Approval to submit application for FY2022 Juvenile Justice Incentive Grant

HISTORY, FACTS AND ISSUES: Since 2014, Lowndes County has been awarded funding through the Criminal Justice Coordinating Council (CJCC) to allow the Juvenile Court to implement services for diversion of youth offenders instead of incarceration. Functional Family Therapy (FFT) has been the primary program implemented in each of these years and the Juvenile Court has requested that funds again be requested for continued implementation of the program for FY 2022. If awarded funding, Evidence Based Associates (EBA) would continue to serve as the service provider and provide program management services to ensure compliance with all reporting and programmatic requirements. A meeting was held involving Juvenile Court Judge James Council, Department of Juvenile Justice (DJJ) staff, staff from EBA, as well as staff from the clinical service provider. During this meeting an analysis of past trends as well as current case loads within the Juvenile Court was conducted to determine the appropriate programs needed and to determine the amount of services needed for Lowndes County. At the conclusion of the meeting it was decided that Lowndes County would be best served by continuing FFT and the court should be able to support up to 32 referrals into the program during the FY 2022 period. Based on this, staff is proposing that an application be submitted requesting \$165,427 in funding through the Juvenile Justice Incentive Grant Program to allow for the serving of 32 youth and their families.

This is a fully reimbursed grant meaning Lowndes County is required to pay the expenses up front and receives 100% reimbursement of all grant related expenses.

OPTIONS:

1. Authorize Chairman to sign grant application documents and staff to submit application for funding to the CJCC.
2. Board's Pleasure

RECOMMENDED ACTION: Board's Pleasure

DEPARTMENT: Emergency Management

DEPARTMENT HEAD: Ashley Tye

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: GDOT Standard Utility Agreement, Lake Park Bellville Road

DATE OF MEETING: May 11, 2021

Work Session/Regular Session

BUDGET IMPACT: \$1,669,478.88

FUNDING SOURCE:

- Annual
- Capital
- GEFA Loan
- SPLOST
- TSPLOST

COUNTY ACTION REQUESTED ON: GDOT Standard Utility Agreement, Lake Park Bellville Road

HISTORY, FACTS AND ISSUES: Georgia Department of Transportation (GDOT) project 0013987 involves the widening of Lake Park Bellville Road and requires the county utilities to be relocated. This is the standard utility agreement contract item agreement between GDOT and Lowndes County that determines the amount that each entity will pay for the county utility relocation. The total estimated cost for this project is \$1,839,805.00, of which Lowndes County will be responsible for \$1,669,478.88. Staff recommends approval and authorize the chairman to sign the contract.

OPTIONS: 1. Approve GDOT Standard Utility Agreement, Lake Park Bellville Road
2. Board's Pleasure

RECOMMENDED ACTION: Approve

DEPARTMENT: Utilities

DEPARTMENT HEAD: Steve Stalvey

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

Account No. – Class: 733005- 309

Department ID: 4848010000

Program No.: 4181401

STANDARD UTILITY AGREEMENT
CONTRACT ITEM AGREEMENT

Georgia Project No.: N/A, Lowndes County
G.D.O.T. P.I. No.: 0013987

THIS AGREEMENT, made this 11th day of May, 2021, by and between the Department of Transportation, an agency of the State of Georgia, hereinafter called the DEPARTMENT, first party, and Lowndes County, a political subdivision of the State of Georgia, hereinafter called the LOCAL AGENCY, second party;

WITNESS that:

WHEREAS, the DEPARTMENT proposes under the above numbered project to Improve Lake Park Belleville Road from North of the I-75 Interchange to State Route 7 inside the Lake park City Limit in Lowndes County, Georgia; and

WHEREAS, due to the construction of this project, it will become necessary to make certain adjustments or additional installation of utility facilities of the LOCAL AGENCY, the cost of which shall be determined in accordance with Articles 8, 9, & 10 below; and

WHEREAS, the LOCAL AGENCY has requested that the DEPARTMENT include the adjustment or installation of water and sewer facilities in its highway construction contract as shown on the attached plans; and

WHEREAS, this Agreement being for the sole purpose of providing a contractor for work performed on the LOCAL AGENCY'S water and sewer facilities, the LOCAL AGENCY shall bear the cost of said work to be determined as hereinafter set forth;

WHEREAS, the preliminary engineering, including preparation of detailed plans and contract estimate for adjustment of the utilities described above have been accomplished by the LOCAL AGENCY;

WHEREAS, the plans for the utility work have been approved by both the DEPARTMENT and the LOCAL AGENCY prior to commencing work;

NOW THEREFORE, in consideration of the premises and the mutual covenants of the parties hereinafter set forth, it is agreed:

1. All construction engineering and contract supervision shall be the responsibility of the DEPARTMENT and the DEPARTMENT shall be responsible to assure that all utility work is accomplished in accordance with plans and specifications and to consult with the LOCAL AGENCY or LOCAL AGENCY'S Consultant before authorizing any changes or deviations which affect the LOCAL AGENCY'S facility.

STANDARD UTILITY AGREEMENT
CONTRACT ITEM AGREEMENT

2. The LOCAL AGENCY or the LOCAL AGENCY'S Consultant shall have the right to visit and inspect the work at any time and advise the DEPARTMENT'S Engineer of any observed discrepancies or potential problems. The DEPARTMENT agrees to notify the LOCAL AGENCY when all utility work is completed and ready for final inspection by the LOCAL AGENCY.

3. It is specifically understood that the project number shown above is for the DEPARTMENT'S identification purposes only and may be subject to change by the DEPARTMENT. In the event it becomes necessary for the DEPARTMENT to assign a different project number, the DEPARTMENT shall notify the LOCAL AGENCY of the new project designation. Such change in project designation shall have no effect whatsoever on any of the other terms of this Agreement.

4. The DEPARTMENT shall include in its contract for this project all work necessary to accomplish the adjustment of the LOCAL AGENCY'S facilities as shown on the highway plans along with the necessary specifications to assure that the work conforms to sound construction practices.

5. In the event it becomes necessary to add pay items that are not provided for in the contract, the DEPARTMENT shall negotiate prices with the contractor and enter into a supplemental agreement with the contractor for completion of the additional items. Upon notification, the LOCAL AGENCY shall furnish a check for the additional cost as determined in Article 8 below.

6. The DEPARTMENT shall furnish on the project the construction engineering inspection and testing by its own forces required to assure that the work is done in accordance with the plans, specifications and Special Provisions.

7. Upon completion of the work and upon certification by the DEPARTMENT'S engineers that the work has been completed in accordance with the aforesaid plans and specifications, the LOCAL AGENCY shall accept the adjusted and additional facilities and shall thereafter operate and maintain the adjusted and additional facilities without further cost to the DEPARTMENT or its contractor. Such maintenance and all operations and activities shall be subject to the DEPARTMENT'S rules, policies and procedures as contained in its Utility Accommodation Policy and Standards, current edition.

8. The DEPARTMENT shall include in its highway contract those items shown as "materials" for permanent installation on the aforesaid plans. The price bid for the appropriate items shall include all labor, materials and incidentals necessary to complete the work. The cost of the requested work shall be determined from unit quantities and unit prices as shown in the DEPARTMENT'S tabulation of bids. The approximate non-binding pre-let estimate, including betterment, is **\$1,839,805.00** based on the LOCAL AGENCY'S estimate attached hereto of which the Department shall bear **\$170,326.12 or 9.40% of the In-Kind** and the **Lowndes County will bear \$1,669,478.88, which includes \$1,641,653.88 or 90.60 % of the in-kind Cost and \$27,825.00 of the Betterment Cost.**

STANDARD UTILITY AGREEMENT
CONTRACT ITEM AGREEMENT

9. It is mutually agreed that as soon as practicable after the opening of bids and acceptance of a bid by the DEPARTMENT, the DEPARTMENT shall notify the LOCAL AGENCY in writing of the amount due the DEPARTMENT. The LOCAL AGENCY shall pay to the DEPARTMENT the amount due within sixty (60) days.

10. It is further mutually agreed that the final cost of the work performed on behalf of the LOCAL AGENCY shall be determined by measurement of the actual quantities of installed materials, including added items under Article 5, multiplied by the actual bid prices. Accordingly, after the project has been completed, the DEPARTMENT shall determine the final cost to be borne by the LOCAL AGENCY and, as the case may be, shall refund to the LOCAL AGENCY or shall request of the LOCAL AGENCY an additional payment in the amount of the difference between the final cost to be borne by the LOCAL AGENCY and the amount which the LOCAL AGENCY has previously paid to the DEPARTMENT. In the event additional payment is due to the DEPARTMENT, the LOCAL AGENCY agrees to pay same within sixty (60) days after the statement is received from the DEPARTMENT. In the event a refund is due the LOCAL AGENCY, the DEPARTMENT agrees to pay the LOCAL AGENCY within sixty (60) after the refund amount is determined or final acceptance is made by the DEPARTMENT.

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

12. Pursuant to O.C.G.A. Sec. 50-5-85, LOCAL AGENCY hereby certifies that it is not currently engaged in, and agrees that for the duration of this contract, it will not engage in a boycott of Israel.

13. It is mutually agreed between the parties hereto that this document shall be deemed to have been executed in the Fulton County, Georgia, and that all questions of interpretation and construction shall be governed by the laws of the State of Georgia.

14. This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Any party providing an electronic signature agrees to promptly execute and deliver to the other parties an original signed Agreement upon request.

STANDARD UTILITY AGREEMENT
CONTRACT ITEM AGREEMENT

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

BY: _____
CHAIRMAN

LOWNDES COUNTY

BY: _____

NOTARY PUBLIC (SEAL)

SWORN TO AND SUBSCRIBED
BEFORE ME THIS ___ DAY
OF _____, 20____.

Notary Public
My commission expires:

Signed on behalf LOWNDES COUNTY pursuant to resolution dated _____.

FEIN _____

BY: _____
SECRETARY/ASST.SECRETARY
(OFFICIAL SEAL)

RECOMMENDED:

ACCEPTED:

BY: _____
STATE UTILITIES ADMINISTRATOR

DEPARTMENT OF TRANSPORTATION

BY: _____
COMMISSIONER

PROJECT NO.: N/A
COUNTY: Lowndes
G.D.O.T. P.I. NO.: 0013987
DATE: April 20, 2021 AM

Signed, sealed and delivered this _____
day of _____, 20____,

(OFFICIAL SEAL OF THE DEPARTMENT)

I attest that the seal imprinted herein is the Official Seal of the DEPARTMENT.

BY: _____
TREASURER
OFFICIAL CUSTODIAN OF THE SEAL

STANDARD UTILITY AGREEMENT
CONTRACT ITEM AGREEMENT

RESOLUTION

STATE OF GEORGIA

LOWNDES COUNTY

BE IT RESOLVED by the **Chairman and Board of Commissioners of LOWNDES COUNTY**, and it is hereby resolved, that the foregoing attached Agreement, relative to project **P.I. No. 0013987, N/A to Improve Lake Park Belleville Road from North of the I-75 Interchange to State Route 7 inside the Lake park City Limit in Lowndes County** and that **Mr. Bill Slaughter**, as Chairman of the Board of Commissioners of Lowndes County and **Belinda C. Lovern**, as County Clerk, be and they are, thereby authorized and directed to execute the same for and in behalf of said by the **Chairman and the Board of Commissioners of Lowndes County**.

Passed and adopted, this the 11th day of May, 2021.

ATTEST:

COUNTY CLERK

BY: _____
CHAIRMAN

STATE OF GEORGIA,

LOWNDES COUNTY

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

WITNESS my hand and official signature, this the 11th day of May, 2021.

BY: _____
COUNTY CLERK

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: GDOT Standard Contract Agreement Exit 11

DATE OF MEETING: May 11, 2021

Work Session/Regular Session

BUDGET IMPACT: \$172,637.00

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: GDOT Standard Contract Agreement Exit 11

HISTORY, FACTS AND ISSUES: Georgia Department of Transportation (GDOT) project 0010297 involves I-75 exit 11 ramp improvements and requires the county utilities to be relocated. This is the standard utility agreement contract item agreement between GDOT and Lowndes County that determines the amount that each entity will pay for the county utility relocation. The total estimated cost for this project is \$172,637.00, of which Lowndes county will be responsible for \$172,637.00. Staff recommends approval and to authorize the chairman to sign the contract.

OPTIONS: 1. Approve GDOT Standard Contract Agreement Exit 11
2. Board's Pleasure

RECOMMENDED ACTION: Approve

DEPARTMENT: Utilities

DEPARTMENT HEAD: Steve Stalvey

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

Account No. – Class: 733005– 309

Department ID: 484810000

Program No.: 4181401

STANDARD UTILITY AGREEMENT
CONTRACT ITEM AGREEMENT Water and Sewer Facilities

Georgia Project No.: **N/A, Lowndes County**

G.D.O.T. P.I. No.: **0010297**

THIS AGREEMENT, made this 11th day of May, 2021, by and between the Department of Transportation, an agency of the State of Georgia, hereinafter called the DEPARTMENT, first party, and **Lowndes County**, a political subdivision of the State of Georgia, hereinafter called the LOCAL AGENCY, second party;

WITNESS that:

WHEREAS the DEPARTMENT proposes under the above numbered project to **reconstruct I-75 at SR 31/ Madison Hwy in Lowndes County Georgia**; and

WHEREAS, due to the construction of this project, it will become necessary to make certain adjustments or additional installation of utility facilities of the LOCAL AGENCY, the cost of which shall be determined in accordance with Articles 8, 9, & 10 below; and

WHEREAS, the LOCAL AGENCY has requested that the DEPARTMENT include the adjustment or installation of **Water and Sewer Facilities** in its highway construction contract as shown on the plans; and

WHEREAS this Agreement being for the sole purpose of providing a contractor for work performed on the LOCAL AGENCY'S **Water Sewer Facilities**, the LOCAL AGENCY shall bear the cost of said work to be determined as hereinafter set forth;

WHEREAS, the preliminary engineering, including preparation of detailed plans and contract estimate for adjustment of the utilities described above have been accomplished by the LOCAL AGENCY.

WHEREAS the plans for the utility work have been approved by both the DEPARTMENT and the LOCAL AGENCY prior to commencing work;

NOW THEREFORE, in consideration of the premises and the mutual covenants of the parties hereinafter set forth, it is agreed:

1. All construction engineering and contract supervision shall be the responsibility of the DEPARTMENT and the DEPARTMENT shall be responsible to assure that all utility work is accomplished in accordance with plans and specifications and to consult with the LOCAL AGENCY or LOCAL AGENCY'S Consultant before authorizing any changes or deviations which affect the LOCAL AGENCY'S facility.

STANDARD UTILITY AGREEMENT
CONTRACT ITEM AGREEMENT-Water and Sewer Facilities

2. The LOCAL AGENCY or the LOCAL AGENCY'S Consultant shall have the right to visit and inspect the work at any time and advise the DEPARTMENT'S Engineer of any observed discrepancies or potential problems. The DEPARTMENT agrees to notify the LOCAL AGENCY when all utility work is completed and ready for final inspection by the LOCAL AGENCY.

3. It is specifically understood that the project number shown above is for the DEPARTMENT'S identification purposes only and may be subject to change by the DEPARTMENT. In the event it becomes necessary for the DEPARTMENT to assign a different project number, the DEPARTMENT shall notify the LOCAL AGENCY of the new project designation. Such change in project designation shall have no effect whatsoever on any of the other terms of this Agreement.

4. The DEPARTMENT shall include in its contract for this project all work necessary to accomplish the adjustment of the LOCAL AGENCY'S facilities as shown on the highway plans along with the necessary specifications to assure that the work conforms to sound construction practices.

5. In the event it becomes necessary to add pay items that are not provided for in the contract, the DEPARTMENT shall negotiate prices with the contractor and enter into a supplemental agreement with the contractor for completion of the additional items. Upon notification, the LOCAL AGENCY shall furnish a check for the additional cost as determined in Article 8 below.

6. The DEPARTMENT shall furnish on the project the construction engineering inspection and testing by its own forces required to assure that the work is done in accordance with the plans, specifications and Special Provisions.

7. Upon completion of the work and upon certification by the DEPARTMENT'S engineers that the work has been completed in accordance with the aforesaid plans and specifications, the LOCAL AGENCY shall accept the adjusted and additional facilities and shall thereafter operate and maintain the adjusted and additional facilities without further cost to the DEPARTMENT or its contractor. Such maintenance and all operations and activities shall be subject to the DEPARTMENT'S rules, policies and procedures as contained in its Utility Accommodation Policy and Standards, current edition.

8. The DEPARTMENT shall include in its highway contract those items shown as "materials" for permanent installation on the aforesaid plans. The price bid for the appropriate items shall include all labor, materials and incidentals necessary to complete the work. The cost of the requested work shall be determined from unit quantities and unit prices as shown in the DEPARTMENT'S tabulation of bids. The approximate non-binding post-let estimate, not including betterment, is **\$172,637.00** based on the LOCAL AGENCY'S commitment letter from agreed upon contractor pricing attached hereto of which the Department shall bear **\$0.00 or 0.00%** and the LOCAL AGENCY shall bear **\$172,637.00 or 100.00%**.

STANDARD UTILITY AGREEMENT
CONTRACT ITEM AGREEMENT-Water and Sewer Facilities

9. It is mutually agreed that as soon as practicable after the execution of the said agreement by the DEPARTMENT, the DEPARTMENT shall notify the LOCAL AGENCY in writing of the amount due the DEPARTMENT. The LOCAL AGENCY shall pay to the DEPARTMENT the amount due within sixty (60) days.

10. It is further mutually agreed that the final cost of the work performed on behalf of the LOCAL AGENCY shall be determined by measurement of the actual quantities of installed materials, including added items under Article 5, multiplied by the actual bid prices. Accordingly, after the project has been completed, the DEPARTMENT shall determine the final cost to be borne by the LOCAL AGENCY and, as the case may be, shall refund to the LOCAL AGENCY or shall request of the LOCAL AGENCY an additional payment in the amount of the difference between the final cost to be borne by the LOCAL AGENCY and the amount which the LOCAL AGENCY has previously paid to the DEPARTMENT. In the event additional payment is due to the DEPARTMENT, the LOCAL AGENCY agrees to pay same within sixty (60) days after the statement is received from the DEPARTMENT. In the event a refund is due the LOCAL AGENCY, the DEPARTMENT agrees to pay the LOCAL AGENCY within sixty (60) after the refund amount is determined or final acceptance is made by the DEPARTMENT.

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

12. It is mutually agreed between the parties hereto that this document shall be deemed to have been executed in Fulton County, Georgia, and that all questions of interpretation and construction shall be governed by the laws of the State of Georgia.

13. Pursuant to O.C.G.A. Sec. 50-5-85, COMPANY hereby certifies that it is not currently engaged in, and agrees that for the duration of this contract, it will not engage in a boycott of Israel.

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

15. This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Any party providing an electronic signature agrees to promptly execute and deliver to the other parties an original signed Agreement upon

STANDARD UTILITY AGREEMENT
CONTRACT ITEM AGREEMENT-Water and Sewer Facilities

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in **three counterparts**, each to be considered as original by their authorized representative the day and date hereinabove written.

WITNESS AS TO SECOND PARTY:

LOWNDES COUNTY BOARD OF COMMISSIONERS

BY: _____
WITNESS

BY: _____
NOTARY PUBLIC (SEAL)

BY: _____
CHAIRMAN

SWORN TO AND SUBSCRIBED
BEFORE ME THIS 11th DAY
OF May, 2021.
My commission Expires:

I attest to the genuineness of the LOCAL AGENCY Seal and I further attest that the above-named Officer is duly authorized to execute this document

ATTEST:

FEIN _____

BY:

**COMMISSION CLERK
(OFFICIAL SEAL)**

RECOMMENDED: _____

ACCEPTED: _____

BY: _____
STATE UTILITIES ENGINEER

DEPARTMENT OF TRANSPORTATION

BY: _____
COMMISSIONER

PROJECT No.: N/A
COUNTY: Lowndes
P.I. NO.: 0010297
DATE: April 28, 2021 AM

Signed, sealed and delivered this _____
day of _____, 20____,

(OFFICIAL SEAL OF THE DEPARTMENT)

I attest that the seal imprinted herein is the Official Seal of the DEPARTMENT.

BY: _____
TREASURER
OFFICIAL CUSTODIAN OF THE SEAL

STANDARD UTILITY AGREEMENT
CONTRACT ITEM AGREEMENT-Water and Sewer Facilities

RESOLUTION

STATE OF GEORGIA

LOWNDES COUNTY

BE IT RESOLVED by the **Chairman and Board of Commissioners of LOWNDES COUNTY** it is hereby resolved, that the foregoing attached Agreement, relative to project **N/A, P.I. No. 0010297 to reconstruct the I-75 at State Route 31/ Madison Hwy in Lowndes County Georgia**, and that **Mr. Bill Slaughter** Chairman of the board of commissioners of Lowndes County and **Belinda C. Lovern**, as Commission Clerk, be and they are, thereby authorized and directed to execute the same for and in behalf of said **CHAIRMAN and BOARD of COMMISSIONERS of LOWNDES COUNTY**.

Passed and adopted this the 11th day of May, 2021.

ATTEST:

COMMISSION CLERK

BY: _____
CHAIRMAN

STATE OF GEORGIA,

LOWNDES COUNTY

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

WITNESS my hand and official signature, this the 11th day of May, 2021.

BY: _____
COMMISSION CLERK

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: Hahira Extraterritorial Extension of Water Service

DATE OF MEETING: May 11, 2021

Work Session/Regular Session

BUDGET IMPACT: NA

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: Hahira Extraterritorial Extension of Water Service

HISTORY, FACTS AND ISSUES: At the Board's April 13, 2021, meeting, the Board rezoned the 7.518 acre parcel of property located on Union Road depicted on the attached Conceptual Layout for Union Station to permit the use of the property for an apartment complex. The property is located in the unincorporated area and in the County's water and sewer service areas. The property adjoins the city limits of Hahira and Hahira's water and sewer service areas. The County will provide sewer service to the property. The County's water lines are, however, not proximate to the property. The property owner wants Hahira to provide water service to the property, which Hahira is prepared to provide. For Hahira to provide water service to the property, the County needs to approve an extraterritorial extension of water service to the property. The 2008 SDS Agreement provides "Any party may make an extraterritorial extension of water and sewer services upon approval of the affected party." The proposed extraterritorial extension will not negatively affect property owners in the County's water service area or existing County water customers. The County has not made investments in infrastructure planning to provide water service to the property or other properties in the immediate area and does not have plans to provide water service to the property or other properties in the immediate area. The proposed extension will not otherwise negatively affect the County's plans for the provision of water service to other properties in the County's service area. A proposed letter from Chairman Slaughter to Mayor Cain communicating the Board of Commissioners' approval of the proposed extraterritorial extension is attached.

OPTIONS: 1. Approve Hahira Extraterritorial Extension of Water Service
2. Redirect

RECOMMENDED ACTION: Approve

DEPARTMENT: Utilities

DEPARTMENT HEAD: Steve Stalvey

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

Lowndes County
Board of Commissioners
Bill Slaughter, Chairman



Joyce E. Evans, District 1
Scott Orenstein, District 2
Mark Wisenbaker, District 3
Demarcus Marshall, Ph. D., District 4
Clay Griner, District 5

Post Office Box 1349 • Valdosta, GA 31603-1349 • Phone (229) 671-2400 • Fax (229) 245-5222

May 12, 2021

Bruce Cain, Mayor
City of Hahira
102 South Church Street
Hahira, GA 31632

Re: Extraterritorial Extension of Water Service to Union Station Apartments

Mayor Cain:

The Board of Commissioners has approved Hahira's making an extraterritorial extension of water service into the Lowndes County's water service area for the purpose of Hahira's providing water service to the 7.518 acre parcel of property depicted on the enclosed Conceptual Layout for Union Station.

The Board of Commissioners rezoned the property at the Board's April 13, 2021, meeting to permit the use of the property for an apartment complex.

The property is located in the unincorporated area and in the County's water and sewer service areas. The property adjoins the city limits of Hahira and Hahira's water and sewer service areas.

The County will provide sewer service to the property. The County's water lines are, however, not proximate to the property.

The property owner wants Hahira to provide water service to the property, which we understand Hahira is prepared to provide.

For Hahira to provide water service to the property, the County has to approve an extraterritorial extension of water service to the property. The 2008 SDS Agreement provides "Any party may make an extraterritorial extension of water and sewer services upon approval of the affected party."

This extraterritorial extension will not negatively affect property owners in the County's water service area or existing County water customers. The subject property is contiguous to Hahira's existing water service area. The County has not made investments in infrastructure planning to provide water service to the subject property or other properties in the immediate area and does not have plans to provide water service to the subject property or other properties in the immediate

area. The proposed extension will not otherwise negatively affect the County's plans for the provision of water service to other properties in the County's service area.

The subject property is as a result of this approval in the Hahira's water service area.

The property will remain in the County's sewer service area.

Please let me know if you have any questions.

Sincerely,

Bill Slaughter
Chairman

cc: Jonathan Sumner
Rob Plumb
Matt Martin
Commissioner Evans
Commissioner Orenstein
Commissioner Wisenbaker
Commissioner Marshall
Commissioner Griner
Paige Dukes
Steve Stalvey
Walter Elliott

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: Bid for Annual Coffee Service for County Buildings

DATE OF MEETING: May 11, 2021

Work Session/Regular Session

BUDGET IMPACT: ~ \$13,000.00

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: Bid for Annual Coffee Service for County Buildings

HISTORY, FACTS AND ISSUES: Lowndes County solicited bids for coffee service at County buildings. This is a one-year contract and the County has an option to automatically renew it for two additional one-year terms. Lowndes County received one bid from the existing vendor with very little change in current pricing.

OPTIONS: 1. Award contract to Variety Vending for coffee services.
2. Board's Pleasure

RECOMMENDED ACTION: Board's Pleasure

DEPARTMENT: Finance

DEPARTMENT HEAD: Stephanie Black

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

Contract for Beverage Coffee Services

This contract (the “Contract”) is effective as of June 1, 2021, by and between the Board of Commissioners of Lowndes County, Georgia (the “County”) and Variety Vending and Coffee Services, (“Vendor”),

W I T N E S S E T H

WHEREAS, Vendor is in the business of supplying beverage coffee and related products and services; and

WHEREAS, Vendor wishes to provide to the County, and the County wishes to purchase from Vendor, certain beverage coffee and related products and services in each case for use in County offices and on the terms and conditions set forth in this Contract; and

NOW THEREFORE, the County and Vendor agree as follows:

1. Products to be Supplied; Price. Vendor will provide beverage coffee (“Coffee”) and related products and services to the County, and the County will pay Vendor for such Coffee and related products and services based on the price schedule, all as set forth on the attached Exhibit A which is incorporated by this reference.
2. Product Specifications. The Coffee that Vendor supplies to the County shall be fresh and sanitary Maxwell House brand coffee that is fit for human consumption. Vendor shall also supply coffee machines designed to brew the Coffee that Vendor supplies and which coffee machines have a warming burner(s) designed to keep the coffee hot in a coffee pot. A Coffee brewing machine shall be installed and maintained by Vendor at its expense at each of the locations set forth on the attached Exhibit “B” which is incorporated by this reference. Each Coffee brewing machine shall be accompanied by at least three (2) coffee pots designed to work with the machine and its warming burner(s). Vendor shall thoroughly clean each Coffee brewing machine at least once per month at its installation location, and shall replace the Coffee pots at least once every three months. Such Coffee brewing machines and pots shall remain the property of the Vendor who shall be responsible for their maintenance and replacement if needed, and which shall be promptly removed from the County locations upon termination of this Contract. Vendor shall on a biweekly delivery basis supply a reasonably sufficient quantity of Coffee and related supplies (e.g., sweeteners, cups, coffee filters, stirrers, and creamer) to each coffee machine at the locations set forth on Exhibit “B” so that as a result of such biweekly delivery there is then a supply of such Coffee and related supplies readily available for use with such coffee machine until the next biweekly delivery. Additionally, Vendor shall deliver within one (1) business day of the County’s request to any coffee machine location such additional Coffee and related supplies upon the County’s notification to Vendor that such coffee machine is without the requested items.
3. Term. The term of this contract shall commence June 1, 2021 and end May 31, 2022.

4. Option to Renew. The County may renew this contract for a second one-year term by giving notice of renewal to Vendor at least forty-five (45) days prior to the end of the initial one-year term of this Contract. The County may renew this contract for a third one-year term by giving notice of renewal to Vendor at least forty-five (45) days prior to the end of the second one-year term of this Contract.

5. Right to Terminate.
 - a. Either party may terminate this Contract at any time for any or no reason by giving written notice of such termination to the other party to this Contract. If either party gives such notice of termination, this Contract shall be terminated effective thirty (30) days from the other party's receipt of such notice of termination.
 - b. The County shall have the right to terminate this Contract immediately at any time by written notice to Vendor in the event of a breach by Vendor of its obligations hereunder.
 - c. This Contract will terminate immediately and absolutely at such time as appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of the County under this Contract.
 - d. In addition to the other termination provisions of this Contract and notwithstanding anything in this Contract to the contrary: This Contract shall terminate absolutely and without further obligation on the part of Lowndes County at the close of such calendar year in which it was executed and the close of each succeeding calendar year during any renewal term of the Contract; provided, however, this Contract shall thereupon automatically renew for the remainder of such initial or renewal term (but not longer than the next close of a calendar year occurring in such initial or renewal term) unless positive action to terminate this Contract is taken by the Lowndes County Board of Commissioners within thirty (30) days prior to such close of the calendar year, such action being Lowndes County's electing to terminate this Contract and giving written notice of such termination to Vendor.
 - e. In the event of termination of this Contract, the County's liability to Vendor shall be limited to payment for the Coffee and related products and services actually furnished to the satisfaction of the County prior to such termination; provided, however, and notwithstanding the foregoing, title to any supplies, materials, equipment, or other personal property shall remain in Vendor until fully paid for by the County.

7. Status of Vendor.

It is mutually agreed that Vendor and its employees are independent contractors, not employees or agents of the County, and as such are solely responsible for payment of all federal, state and local income taxes, self-employed Social Security taxes, and any other similar obligations arising from the performance of this Contract or receipt of compensation therefore. Vendor agrees to indemnify and hold the County harmless from

and against any federal, state or local tax liability or penalties that may arise from the payments made to Vendor pursuant to this Contract. Vendor acknowledges that neither it nor its employees are eligible for any benefits provided by the County to its employees and have not been promised any future employment with the County.

8. Prohibition of Assignment and Subcontracting.

No rights under this Contract may be assigned by Vendor and no obligations of Vendor may be assumed by any person other than Vendor without the prior express written approval of the County.

9. Indemnity.

Vendor agrees to fully exonerate, indemnify, defend and save harmless the County, its commissioners, employees or agents, from and against any and all suits, actions, claim, demands, liens, losses, damages, fines, judgments or decrees, and any expenses in connection with such, including, without limitation, attorneys' fees and costs of any settlement, based upon or arising out of:

- a. the violation of any statute, ordinance or regulation by Vendor, its employees, subcontractors and agents;
- b. any claim that Vendor is not an independent contractor or that any employee of Vendor is not an employee of Vendor;
- c. any other willful or negligent act or omission of Vendor, its employees, subcontractors or agents, arising from or in connection with this Contract; or
- d. breach or violation of this Contract by Vendor, its employees, subcontractors or agents.

10. Waiver.

Any failure on the part of any party hereto to comply with any of its obligations, agreements or conditions hereunder may be waived in writing by the other party to whom such compliance is owed. Absent such written waiver, no forbearance or other failure to insist on prompt compliance with any obligation, agreements or conditions hereunder shall be deemed to constitute a waiver of the rights of the party to whom compliance is owed.

11. Notices.

All notices required or permitted hereunder shall be given in writing and (a) personally delivered to the other party (b) sent postage paid by certified mail, return receipt requested, (c) sent by receipted overnight delivery service, or (d) sent by confirmed facsimile with confirming copy via regular U.S. mail, to the other party at the following address:

To Vendor:
Variety Vending and Coffee Services
1620 James P Rodgers Dr
Valdosta, GA 31601
Attn: Ron Brannon
Telephone: 229-894-6546
Fax: 229-891-2269

To the County:
Lowndes County, GA
P. O Box 1349
Valdosta, GA 31603
Attn: County Manager
Telephone: 229/671-2400
Fax: 229/245-5222

12. Entire Agreement.

This Contract represents the full and final understanding between the parties hereto and merges and supersedes any and all other promises, understandings or agreements with respect to the subject matter hereof. It may only be modified by a written instrument signed by both parties and expressly referring to this contract.

13. Severability.

If any provision of this Contract is held illegal or unenforceable by any court of other authority of competent jurisdiction, such provision shall be deemed severable from the remaining provisions of this Contract and shall not affect or impair the validity or enforceability of the remaining provisions of this Contract.

14. Applicable Law.

This Contract shall be governed by and interpreted in accordance with the laws of the State of Georgia, excluding its provisions regarding conflicts of laws.

15. Government Laws and Regulations.

Vendor certifies that it shall comply with, and will do all things necessary for the County to comply with, all laws, rules and regulations applicable to the provision of beverage Coffee products and services, including (to the extent applicable to Vendor), but not limited to, Title VII of the Civil Rights Act of 1964 the Americans with Disabilities Act, the Federal Rehabilitation Act and the Age Discrimination in Employment Act.

16. Georgia Illegal Immigration Reform and Enforcement Act. Exhibit "C" attached hereto and entitled, "Contract Addendum - Georgia Illegal Immigration Reform and Enforcement Act," is an integral part of this Agreement, the terms and conditions of which shall be performed and carried out by the parties.

It is so agreed, effective as of June 1, 2018.

Board of Commissioners of Lowndes County

Coffee Company: Variety Vending

By: _____
Bill Slaughter, Chairman

By: _____
George Plymel, President

EXHIBIT A

Product and Service Price Schedule

1.	Monthly rental fee for each Coffee brewing machine with pot burner(s) (including 2 coffee pots per machine) -	No additional charge
2.	Set-up/deposit fee for each Coffee brewing machine and accompanying coffee pots -	No additional charge
3.	Each box of caffeinated Coffee – Maxwell House (1.5 oz. packet size) (40 packets per box) -	\$ 20.00
4.	Each box of decaffeinated Coffee – Maxwell House (1.5 oz. packet size) (40 packets per box) -	\$ 18.00
5.	Each box of coffee filters (50 filters/box) -	\$ Free
6.	Each box of plastic coffee stirrers (1000 stirrers/box) -	\$ Free
7.	Each 20oz. canister of pure sugar designed for use in coffee beverages -	\$ Free
8.	Each box – Sweet-N-Low (pink) artificial sweetener (100 pks/box) –	\$ 11.00
9.	Each 12oz. canister of coffee beverage non-dairy creamer -	\$ 1.75
10.	Each box of 12oz. flat styro-foam cups designed for use with coffee and other hot beverages (1000 cups/box) -	\$ 45.00
11.	Per delivery fee for Coffee and related supplies to each site -	No additional charge

The above prices are for the initial one (1) year term of the Contract, with such prices to increase 2 % percent in the 1st renewal term of the Contract.

The above prices are for the initial one (1) year term of the Contract, with such prices to increase 2% percent in the 2nd renewal term of the Contract.

EXHIBIT B

Locations of County Sites for Coffee Brewing Machines and Periodic Deliveries

Coffee Brewing Machine Locations (the County will notify Vender of any additions, deletions or other changes to these buildings or locations). One machine per location at a building, unless otherwise shown.

1. Lowndes County 911 Center
1515 Madison Hwy.
2. Lowndes County Animal Shelter
337 Gil Harbin Blvd.
3. Lowndes County Governmental Building
Tax Commissioner (*Offices on 1st and 2nd floors*)
Tax Assessors (*Offices on 1st and 2nd floors*)
300 N. Patterson Street
4. Lowndes County Judicial & Administrative Complex – Judicial Side
Clerk of the Court – *1st floor*
Magistrate Court - *2nd floor*
Probate Court - *2nd floor*
Solicitor - *3rd floor*
State Court Judges Office - *4th floor*
Superior Court Jury - *4th floor*
Superior Court Jury – 5th floor
327 N. Ashley Street
5. Lowndes County Judicial & Administrative Complex – Administrative Side
HR/Utilities Breakroom – *1st floor*
Engineering Breakroom – *2nd floor*
Commissioners Breakroom – *3rd floor*
Utilities Lake Park – (Coffee brewing machine to be installed and cleaned and serviced at this location; deliveries of Coffee and related supplies to be left with Utilities Dept. at Administrative side of County Judicial and Administrative Complex)
327 N. Ashley Street
6. Lowndes County Public Works
550 Gil Harbin Ind. Blvd.
Valdosta, GA 31601
7. Lowndes County Board of Elections

2808 N. Oak Street
Valdosta, GA 31602

8. Lowndes County Fire Department
2981 Hwy 84 East
Valdosta, GA 31606
9. Lowndes County Sheriff's Office
Lowndes County Jail
120 Prison Farm Road
Valdosta, GA 31601
10. Lowndes County Sheriff's Office Annex
562 Gil Harbin Industrial Blvd.
Valdosta, GA 31601
11. Lowndes County EMA
250 Douglas St.
Valdosta, GA 31601
12. Lowndes County Probation
601 N. Lee St.
Valdosta, GA 31601

EXHIBIT " C "

STATE OF GEORGIA

CONTRACTOR AFFIDAVIT AND AGREEMENT

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 which is contracting with the Board of Commissioners of Lowndes County, Georgia ("Lowndes County") has registered with, is authorized to use, is using, and will continue to use throughout the contract period, 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 the physical performance of services pursuant to the Contract with Lowndes County of which this Affidavit is a part, the undersigned Contractor will secure from such subcontractor(s) similar verification of compliance with 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 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 Affidavit and verification to Lowndes County within five (5) business days after the subcontractor(s) is retained to perform such service. 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.

#518768

Contractor's E-verify/Federal Work Authorization
Company Identification Number

Coffee Service

Name of Project

03/2012

Date of Authorization (Date Number Obtained)

Lowndes County

Board of Commissioners

Name of Public Employer

[Signatures continue on following page]

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: Bid for a Loader for Public Works

DATE OF MEETING: May 11, 2021

Work Session/Regular Session

BUDGET IMPACT: \$314,776.00

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: Bid for Loader for Public Works

HISTORY, FACTS AND ISSUES: Lowndes County solicited bids for a loader for Public Works. The loader is the only resource the County has for cleaning up debris other than by hand. In our last storms, our Barco was down on a daily basis. The current Barco is 23 years old with 351,580 miles. One bid was received.

Performance Peterbilt Albany, GA 2022 Peterbilt 365 \$314,776.00

OPTIONS: 1. Award the bid to Performance Peterbilt.
2. Board's Pleasure

RECOMMENDED ACTION: Board's Pleasure

DEPARTMENT: Finance

DEPARTMENT HEAD: Stephanie Black

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: Old US 41 Widening Project

DATE OF MEETING: May 11, 2021

Work Session/Regular Session

BUDGET IMPACT: \$4,931,029.15

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: Old US 41 Widening

HISTORY, FACTS AND ISSUES: As a part of the Transportation Investment Act (TIA), Old US 41 Widening was listed as one of Lowndes County's Constrained projects. The Lowndes County Engineering Department solicited bids for the widening project. A pre-bid meeting was held on April 7, 2021. There were three contractors present at the meeting, The Scruggs Company, Reames and Son Construction and RPI. Bids were accepted on April 29, 2021. Attached is the bid tabulation sheet.

The Scruggs Company \$4,931,029.15

Reames and Son \$6,614,798.81

OPTIONS: 1. Accept bid proposal and authorize the execution of the contract to The Scruggs Company
2. Board's Pleasure

RECOMMENDED ACTION: Approve

DEPARTMENT: Engineering

DEPARTMENT HEAD: Mike Fletcher

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

TIA-04: Old US 41 Widening

Bid Opening

April 29, 2021

Tabulations

Bidder	Bid Bond	Addendum #1	Bid Amount
Reames and Son Construction	✓	✓	\$6,614,798.81
The Scruggs Company	✓	✓	\$4,931,029.15

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: Turn Lane Project for Cat Creek Road and River Road

DATE OF MEETING: May 11, 2021

Work Session/Regular Session

BUDGET IMPACT: \$58,673.47

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: Turn Lane Project for Cat Creek Road and River Road

HISTORY, FACTS AND ISSUES: The Lowndes County Engineering Department solicited bids for the Cat Creek Road and River Road Turn Lane Project. A pre-bid meeting was held on April 19, 2021. There were four contractors present at the meeting The Scruggs Company, Reames and Son Construction, JWA, and Rountree. Bids were accepted on April 29, 2021. Attached is the bid tabulation sheet.

The Scruggs Company \$58,673.47

Reames and Son Construction \$59,950.00

OPTIONS: 1. Accept bid proposal and authorize the execution of contract documents to The Scruggs Company.
2. Board's Pleasure

RECOMMENDED ACTION: Approve

DEPARTMENT: Engineering

DEPARTMENT HEAD: Mike Fletcher

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

NC-TIA 2021-01: Turn lane at Intersection of River Road and Cat Creek Road

Bid Opening

April 29, 2021

Tabulations

Bidder	Bid Bond	Bid Amount
JWA		
Reames and Son Construction	✓	\$59,950.00
Roundtree Construction		
The Scruggs Company	✓	\$58,673.47

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: Change Order For Old US 41 Widening Project

DATE OF MEETING: May 11, 2021

Work Session/Regular Session

BUDGET IMPACT: \$250,172.09

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: Accept Change order for Old US 41 Widening

HISTORY, FACTS AND ISSUES: The Lowndes County Engineering Department opened bids on April 29th for the Old US 41 Widening Project. The project was well under budget therefore staff worked with GDOT and the Scruggs Company to develop a change order for the project. The change order will include milling out 2 inches of the existing asphalt from Dasher Grove Road to Tillman Crossing, repaving this section with 220 pounds of 12.5MM superpave, new pavement markings, and new signs. This will allow for the entire section from North Valdosta Road to Union Road to look uniform.

OPTIONS: 1. Accept the change order and authorize the Chairman to sign the updated contract.
2. Board's Pleasure

RECOMMENDED ACTION: Accept

DEPARTMENT: Engineering

DEPARTMENT HEAD: Mike Fletcher

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

BID PROPOSAL

Biditem	Description	Quantity	Units	Unit Price	Bid Total
5	Traffic Control	1.000	LS	100,000.00	100,000.00
10	12.5 MM SP @ 2"	1,474.000	TN	74.90	110,402.60
15	Milling @ 2"	13,400.000	SY	0.82	10,988.00
20	R2-1 SPEED LIMIT45 MPH	1.000	EA	161.45	161.45
25	25-1 SCHOOL SPEED LIMIT 25 WHEN FLASHING	2.000	EA	1,500.00	3,000.00
30	S5-2 END SCHOOL ZONE on POST	2.000	EA	193.74	387.48
35	Sign Post	24.000	LF	9.69	232.56
	Bid Total				\$225,172.09