



LOWNDES COUNTY BOARD OF COMMISSIONERS
PROPOSED AGENDA
WORK SESSION, MONDAY, MAY 23, 2022, 8:30 AM
REGULAR SESSION, TUESDAY MAY 24, 2022, 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 - May 9, 2022 & Regular Session - May 10, 2022

Recommended Action: Approve

Documents:

5. Appointments

- a. Valdosta-Lowndes County Land Bank Authority Appointment Approval

Recommended Action: Board's Pleasure

Documents:

- b. Valdosta - Lowndes County Development Authority (Joint Appointment - City's Rotation)

Recommended Action: Board's Pleasure

Documents:

6. For Consideration

- a. Adopt Resolution Accepting Infrastructure for Quarterman Estates West, Phase III-D

Recommended Action: Adopt

Documents:

- b. Release of Lien for 2009 CHIP Grant

Recommended Action: Approve

Documents:

- c. Valdosta Extraterritorial Extension of Water and Sewer Services along Lake Laurie Drive and North Oak Street Extension

Recommended Action: Board's Pleasure

Documents:

- d. State Route 122 (Highway 122) @ State Route 125 (Bemiss Road - Walkers Crossing) Roundabout Lighting Agreement with the Georgia Department of Transportation

Recommended Action: Approve

Documents:

7. Bid

a. 2022 LMIG Resurfacing

Recommended Action: Approve

Documents:

8. Reports - County Manager

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

10. Adjournment

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: Valdosta-Lowndes County Land Bank Authority Appointment
Approval

DATE OF MEETING: May 24, 2022

Work Session/Regular Session

BUDGET IMPACT:

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: Valdosta-Lowndes County Land Bank Authority Appointment

HISTORY, FACTS AND ISSUES: The Valdosta-Lowndes County Land Bank Authority seeks to reappoint Mr. Jack Oliver to the Authority. As stated in article IV, section 4.01 of the Intergovernmental Contract between Lowndes County and the City of Valdosta, one member shall be appointed by the Valdosta-Lowndes County Land Bank Authority subject to joint approval by Lowndes County and the City of Valdosta.

OPTIONS: 1. Approve the appointment of Jack Oliver by the Valdosta-Lowndes County Land Bank Authority.
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: Valdosta - Lowndes County Development Authority (Joint
Appointment - City's Rotation)

DATE OF MEETING: May 24, 2022

Work Session/Regular Session

BUDGET IMPACT:

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: Valdosta - Lowndes County Development Authority - Joint Appointment

HISTORY, FACTS AND ISSUES: The Valdosta City Council voted to nominate Mr. John D. Crawford, Vice President for University Advancement at Valdosta State University, to fill the unexpired term of Ms. Aneesha Johnson, who served as the joint appointee on the Valdosta-Lowndes County Development Authority. The Valdosta City Council requests the approval of the appointment of Mr. Crawford by the Lowndes County Board of Commissioners.

OPTIONS: 1. Approve the appointment of John D. Crawford.
2. Board's Pleasure

RECOMMENDED ACTION: Board's Pleasure

DEPARTMENT: County Manager

DEPARTMENT HEAD: Paige Dukes

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:



CITY of VALDOSTA, GEORGIA

Scott James Matheson
Mayor

May 13, 2022

Chairman Bill Slaughter
Lowndes County Board of Commissioners
P. O. Box 1349
Valdosta, GA 31603-1349

Dear Chairman Slaughter:

The Valdosta City Council voted at the May 5, 2022 meeting of the governing body to nominate John D. Crawford, Vice President for University Advancement at Valdosta State University, to fill the unexpired term of Aneesha Johnson who served as the Joint Appointee on the Valdosta-Lowndes County Development Authority. The enabling legislation of the Valdosta-Lowndes County Development Authority states that this member shall be appointed by the joint and concurrent action of the Mayor and Council of the City of Valdosta and the Lowndes County Board of Commissioners. Please let me know if the Lowndes County Board of Commissioners approves of this appointment. We will then contact Mr. Crawford to let him know.

If you have any questions, please do not hesitate to contact me.

Sincerely,

Scott James Matheson
Mayor

tsb

cc: Brad Folsom, Chairman (Valdosta-Lowndes Co. Development Authority)
Andrea Schruijer (Executive Director, Valdosta-Lowndes Co. Development Authority)



LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: Adopt Resolution Accepting Infrastructure for Quarterman Estates West, Phase III-D

DATE OF MEETING: May 24, 2022

Work Session/Regular Session

BUDGET IMPACT: N/A

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: Adopt the Resolution accepting infrastructure for Quarterman Estates West, Phase III-D

HISTORY, FACTS AND ISSUES: Quarterman Estates Phase III-D is located off of White Water Road and includes a total of 21 lots. Engineering and Utilities staff has made the final inspection of the construction of Phase III-D, and the work is complete. All items and paperwork have been completed.

OPTIONS: 1. Adopt Resolution accepting infrastructure for Quarterman Estates West Phase III-D.
2. Redirect.

RECOMMENDED ACTION: Adopt

DEPARTMENT: Engineering

DEPARTMENT HEAD: Chad McLeod

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

RESOLUTION

WHEREAS, the developer, Touchton Properties LLC has completed improvements on Quarterman Estates West Phase III-D; and

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

WHEREAS, Engineering Services has inspected the improvements;

WHEREAS, Touchton Properties LLC has provided a written request for Lowndes County to accept the residential streets in Quarterman Estates West Phase III-D as County maintained streets;

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

ATTEST: _____
County Clerk

DATE: _____

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: Release of Lien for 2009 CHIP Grant

DATE OF MEETING: May 24, 2022

Work Session/Regular Session

BUDGET IMPACT:

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: Release of Lien for 2009 CHIP Grant

HISTORY, FACTS AND ISSUES: The Lowndes County Board of Commissioners has been asked to quitclaim, release and discharge its lien relating to its 2009 CHIP Program grant to Kristin Wade. The 5-year affordability period for Ms. Wade expired in 2015. She is no longer obligated to pay the promissory note to the County. Ms. Wade is deceased. Her surviving husband has contracted to sell the property. The Quitclaim Deed and Release of the County's lien is attached.

OPTIONS: 1. Approve
2. Board's Pleasure

RECOMMENDED ACTION: Approve

DEPARTMENT: Community Development

DEPARTMENT HEAD: Rachel Thrasher

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

Return recorded documents to:
Elliott, Blackburn & Gooding, P. C.
3016 North Patterson Street
Valdosta, GA 31602

CROSS REFERENCE TO:
Book 4564, Page 241
Book 5793, Page 237
Lowndes County, Georgia records

**NO TITLE EXAMINATION PERFORMED
DEED PREPARATION ONLY**

QUITCLAIM DEED AND RELEASE

GEORGIA, LOWNDES COUNTY

THIS INDENTURE made this ___ day of _____, 2022, between **LOWNDES COUNTY, GEORGIA**, (for itself and its Lowndes County 2009 CHIP Program) (“Grantor”), and **STEVEN LATORIA WADE, JR.**, as successor to Kristen Frances Wade and Steven Latoria Wade, Jr. under that certain Joint Tenancy With Right of Survivorship Warranty Deed between Kristen Frances Wade, as Grantor, and Kristen Frances Wade and Steven Latoria Wade, Jr., as Grantees, dated August 14, 2015, and recorded August 17, 2015, in Deed Book 5793, Page 237, in the real estate records of Lowndes County, Georgia (“Grantee”), “Grantor” and “Grantee” to include their respective heirs, executors, administrators, beneficiaries, legal representatives, successors, and assigns where the context requires or permits:

W I T N E S S E T H :

That Grantor, for and in consideration of the sum of Ten Dollars and other valuable consideration, in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has bargained and sold and by these presents does remise, release, and forever QUITCLAIM to Grantee, all the right, title, interest, claim, or demand Grantor has, and may have had in the following property (the “Released Parcel”) to the extent arising from or related to the Deed to Secure Debt (as hereinafter defined), to-wit:

All that tract or parcel of land lying and being in Land Lot 203 of the 11th Land District of Lowndes County, Georgia, and being more particularly described as follows: For a point of reference, begin at the Northeast corner of said Land Lot and run South 43 degrees 25'00" West 784.90 feet to the Point of Beginning; thence run South 43 degrees 25'00" West 236.96 feet; thence run North 85 degrees 01'3 1" West 165.26 feet; thence run North 04 degrees 58'29" East 180.00 feet to the South margin of the Right of Way of Ezelle Road; thence run South 85 degrees 01'3 1" East along said Right of Way 117.08 feet; thence run along a curve in said Right of Way North 87 degrees 28' 23" East a chord distance of 46.76 feet (Arc 46.88"); thence run South 89 degrees 49'52" East 149.15 feet to the Point of Beginning. Said Tract

contains 1 acre and is known as Lot 2 of the Ozie Johnson Property. Said property is known as 4134 Ezelle Road, Valdosta, Georgia 31606, together with all fixtures and personal property attached to and constituting a part of said property, if any. The above-described property is designated as Lowndes County Map/Parcel #0188-149,

with all and singular the rights, members and appurtenances to said described property, in any wise appertaining and belonging,

TO HAVE AND TO HOLD the said described property to Grantee, so that neither Grantor nor any other person or persons claiming under him, shall at any time hereafter, by any way or means, have, claim, or demand any right or title to the aforesaid described property, or its appurtenances or any part thereof, to the extent arising from or related to the Deed to Secure Debt (as hereinafter defined).

This Indenture is given for the sole purpose of fully releasing and discharging the Released Parcel from any and all rights of Grantor pursuant to that certain Subordinated Deed to Secure Debt, Restrictive Covenant, and Security Agreement [2009 CHIP Program – Second Priority] (the “Deed to Secure Debt”) from Kristen Wade herein to Grantor, dated April 30, 2010, recorded in Book 4564, Page 241, in the office of the Clerk of Superior Court of Lowndes County, Georgia, the indebtedness referred to therein having been paid or discharged in full and the undersigned being the present holder and owner of such Debt to Secure Debt.

IN WITNESS WHEREOF Grantor has caused this instrument to be executed, effective the day and year first above written.

LOWNDES COUNTY, GEORGIA

(SEAL)

By: _____
Bill Slaughter, Chairman
Lowndes County Board of Commissioners

Attest: _____
Belinda C. Lovern, Clerk

Signed, sealed, and delivered
in the presence of:

Unofficial Witness

Notary Public

Commission Expiration Date: _____

[NOTARIAL SEAL]

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: Valdosta Extraterritorial Extension of Water and Sewer Services
along Lake Laurie Drive and North Oak Street Extension

DATE OF MEETING: May 24, 2022

Work Session/Regular Session

BUDGET IMPACT: N/A

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: Valdosta Extraterritorial Extension of Water and Sewer Services along Lake Laurie Drive and North Oak Street Extension

HISTORY, FACTS AND ISSUES: The subject property is located in the unincorporated area and in the County's water and sewer service areas, along Lake Laurie Drive and North Oak Street Extension, as depicted on Map and Parcel 0108 001, now or formerly owned by Murray Staten Farms, LLP. The property is adjacent to the City limits of Valdosta and Valdosta's water and sewer service areas.

The County's water and sewer lines are not proximate to the property. The property owner wants Valdosta to provide water and sewer service to the property, which Valdosta is prepared to provide. For Valdosta to provide water and sewer service to the property, the County needs to approve an extraterritorial extension of water and sewer 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 and sewer service area or existing County water and sewer customers. The County has not made investments in infrastructure planning to provide water and sewer service to the property or other properties in the immediate area and does not have plans to provide water and sewer 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 and sewer service to other properties in the County's service area.

A proposed letter from Chairman Slaughter to Mayor Matheson communicating the Board of Commissioners' approval of the proposed extraterritorial extension is attached.

OPTIONS: 1. Approve the proposed extraterritorial extension and authorize Chairman Slaughter to sign and deliver the attached letter to Mayor Matheson.
2. Redirect.

RECOMMENDED ACTION: Board's Pleasure

DEPARTMENT: Utilities

DEPARTMENT HEAD: Steve Stalvey

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

*Lowndes County
Board of Commissioners*

Bill Haugler, 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 24, 2022

Scott James Matheson, Mayor
City of Valdosta
216 E. Central Avenue
Valdosta, GA 31601

Re: Extraterritorial Extension of Water and Sewer Services

Mayor Matheson:

The Board of Commissioners has approved an extraterritorial extension of water and sewer services by Valdosta into Lowndes County's service areas for the purpose of Valdosta's providing water and sewer services to the parcel of property assigned Map and Parcel Number 108 001 owned by Murray Staten Farms, LLLP.

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

The County's water and sewer lines are not proximate to the property.

The property owner wants Valdosta to provide water and sewer services to the property, which we understand Valdosta is prepared to provide.

For Valdosta to provide water and sewer services to the property, the County has to approve an extraterritorial extension of water and sewer services 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 service areas or existing County utility customers. The subject property is contiguous to Valdosta's existing water and sewer service areas. The County has not made investments in infrastructure planning to provide water and sewer services to the subject property or other properties in the immediate area and does not have plans to provide water and sewer services 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 and sewer services to other properties in the County's service areas.

The subject property is, as a result of this approval, now in Valdosta's water and sewer service areas.

Please let me know if you have any questions.

Sincerely,

Bill Slaughter
Chairman

cc: Mark Barber
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: State Route 122 (Highway 122) @ State Route 125 (Bemiss Road
- Walkers Crossing) Roundabout Lighting Agreement with the Georgia
Department of Transportation

DATE OF MEETING: May 24, 2022

Work Session/Regular Session

BUDGET IMPACT: N/A

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: State Route 122 (Highway 122) @ State Route 125 (Bemiss Road - Walkers Crossing) Roundabout Lighting Agreement with the Georgia Department of Transportation

HISTORY, FACTS AND ISSUES: The Georgia Department of Transportation (GDOT) is working on Project P.I. No. 0016109 which will be the roundabout at Hwy 122 and Bemiss Road (Walkers Crossing). GDOT and Lowndes County staff had meetings about the lighting on the project. There will be lighting in Berrien County, Lanier County, and Lowndes County. The agreement states GDOT will provide the labor and materials to install the lighting and Lowndes County will be responsible for providing the energy, operation, and maintenance of said lighting. Lowndes County will only be responsible for the lighting systems that are located in Lowndes County.

OPTIONS: 1. Approve the agreement and authorize the chairman to sign the agreement.
2. Redirect.

RECOMMENDED ACTION: Approve

DEPARTMENT: Engineering

DEPARTMENT HEAD: Chad McLeod

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

AGREEMENT
BETWEEN
GEORGIA DEPARTMENT OF TRANSPORTATION
AND
LOWNDES COUNTY

This Agreement is made and entered into this _____ day of _____, 20___, by and between the GEORGIA DEPARTMENT OF TRANSPORTATION, an agency of the State of Georgia, hereinafter called the **DEPARTMENT**, and LOWNDES COUNTY, GEORGIA acting by and through its Board of Commissioners, hereinafter called the **COUNTY**.

WHEREAS, the COUNTY has represented to the DEPARTMENT a desire to obtain roundabout lighting as part of the **SR 122 @ SR 125** project, said lighting to be installed under P.I. No. 0016109, Lowndes County;

WHEREAS, the COUNTY has represented to the DEPARTMENT a desire to participate in:
1) Providing the Energy and 2) the Operation and Maintenance of said lighting system at the aforesaid location, and the DEPARTMENT has relied upon such representation; and

WHEREAS, the DEPARTMENT has indicated a willingness to fund the materials and installation for the said lighting system at the aforesaid location, with funds of the DEPARTMENT, funds apportioned to the DEPARTMENT by the Federal Highway Administration under Title 23, United States Code, Section 104, or a combination of funds from any of the above sources.

NOW, THEREFORE, in consideration of the mutual promises made and of the benefits to flow from one to the other, the DEPARTMENT and the COUNTY hereby agree each with the other as follows:

1. The DEPARTMENT or its assigns shall cause the installation of all materials and equipment necessary for roundabout lighting as part of the **SR 122 @ SR 125** project, said lighting to be installed under P.I. No. 0016109, Lowndes County as shown on Attachment "A" attached hereto and made a part hereof.

2. Upon completion of installation of said lighting system, and acceptance by the DEPARTMENT, the COUNTY shall assume full responsibility for the operation, the repair and the maintenance of the entire lighting system, including but not limited to repairs of any damages, replacement of lamps, ballasts, luminaires, lighting structures, associated equipment, conduit, wiring and service equipment, and the requirements of the Georgia Utility Facility Protection Act. The COUNTY further agrees to provide and pay for all the energy required for the operation of said lighting system.

3. The DEPARTMENT shall retain ownership of all materials and various components of the entire lighting system. The COUNTY, in its operation and maintenance of the lighting system, shall not in any way alter the type or location of any of the various components which make up the entire lighting system without prior written approval from the DEPARTMENT.

4. This Agreement is considered as continuing for a period of fifty (50) years from the date of execution of this Agreement. The DEPARTMENT reserves the right to terminate this Agreement, at any time for just cause, upon thirty (30) days written notice to the COUNTY.

5. It is understood by the COUNTY that the DEPARTMENT has relied upon the COUNTY'S representation of providing for the energy, maintenance, and operation of the lighting represented by this Agreement; therefore, if the COUNTY elects to de-energize or fails to properly maintain or to repair the lighting system during the term of this Agreement, the COUNTY shall reimburse the DEPARTMENT the materials cost for the lighting system. If the COUNTY elects to de-energize or fails to properly maintain any individual unit within the lighting system, the COUNTY shall reimburse the DEPARTMENT for the material cost for the individual unit which will include all costs for the pole, luminaires, foundations, and associated wiring. The DEPARTMENT will provide the COUNTY with a statement of material costs upon completion of the installation.

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.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement the day and year first above written.

RECOMMENDED:

LOWNDES COUNTY

BY: _____
Chairman, Board of Commissioners

(SEAL)

GA DEPARTMENT OF TRANSPORTATION

WITNESS

BY _____
Commissioner

Notary Public

(SEAL)

This Agreement approved by the Board of Commissioners at a meeting held at

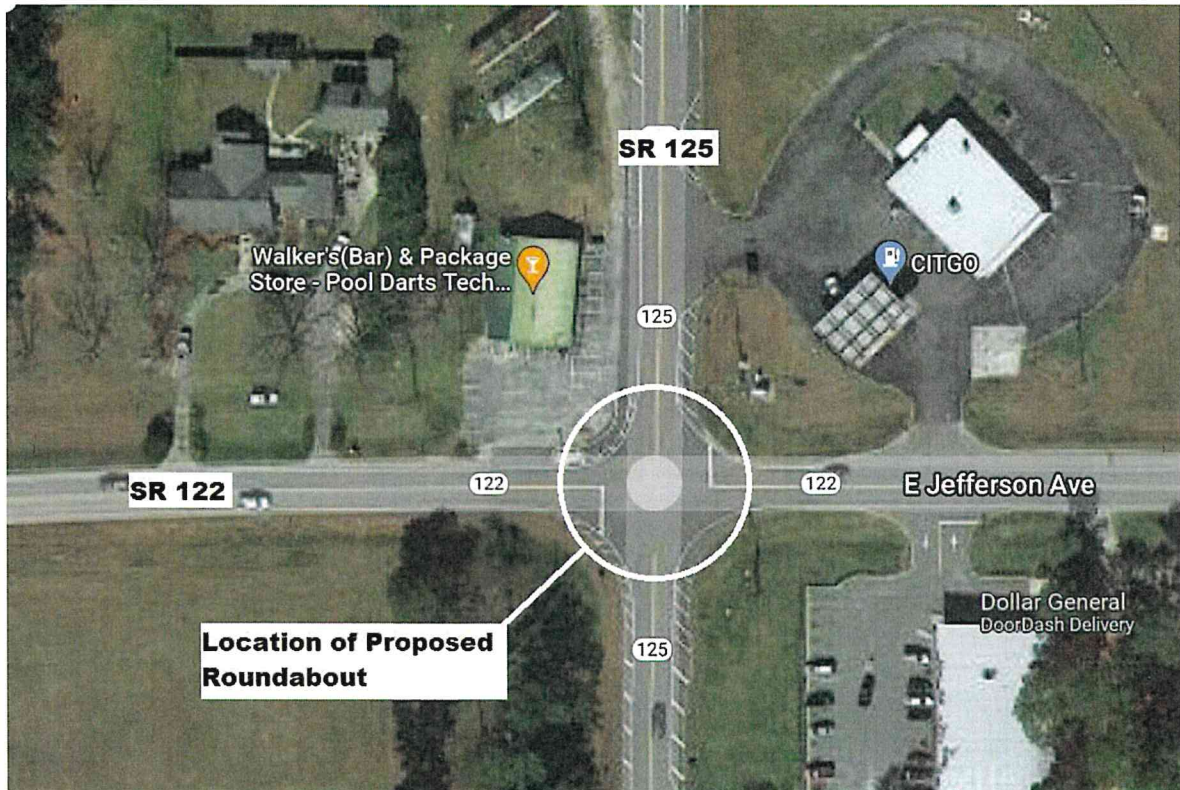
this ____ day of _____,
20__.

ATTEST:

Treasurer

Commission Clerk

Attachment "A"



Project Location Map

**SR 122 @ SR 125
Lowndes County
P.I. No. 0016109**

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: 2022 LMIG Resurfacing

DATE OF MEETING: May 24, 2022

Work Session/Regular Session

BUDGET IMPACT: \$1,676,443.10

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: 2022 Resurfacing

HISTORY, FACTS AND ISSUES: The 2022 Resurfacing bids presented include resurfacing 5.89 miles of Jumping Gulley Road and 1.40 miles of Peterson Road. The original bids also included 3.30 miles of McMillan Road. Bids were opened on May 10, 2022.

The Scruggs Company - \$2,544,677.69

Reames and Son Construction - \$2,544,677.69

The budget for resurfacing is typically \$1,600,000.00-\$1,700,000.00. Lowndes County received \$1,211,881.49 from the State LMIG Program and the remainder is paid for out of SPLOST VIII. Staff worked with the low bidder to get the project in budget. Staff re-evaluated all three roads and the best road of the three is McMillan Road. The bid is in Unit Cost form, so staff and The Scruggs Company used the same Unit Cost numbers from the original bid and reduced the quantities. The new bid is \$1,676,443.10.

OPTIONS: 1. Approve The Scruggs Company as the low bidder at \$1,676,443.10 and authorize the chairman to sign the contract.
2. Redirect.

RECOMMENDED ACTION: Approve

DEPARTMENT: Engineering

DEPARTMENT HEAD: Chad McLeod

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS: