



LOWNDES COUNTY BOARD OF COMMISSIONERS
PROPOSED AGENDA
WORK SESSION, MONDAY, SEPTEMBER 12, 2022, 8:30 AM
REGULAR SESSION, TUESDAY, SEPTEMBER 13, 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 - August 22, 2022, Millage Hearing & Regular Session - August 23, 2022, and Special Called Meeting - August 26, 2022
Recommended Action: Approve
Documents:
- 5. Public Hearing**
 - a. REZ-2022-15 O'Neal Properties, 2547 US HWY 84 West, R-21 to C-H, Well & Septic, 4.53ac
Recommended Action: Board's Pleasure
Documents:
 - b. REZ-2022-10 The Campus Transitional Care Facility - Validity of June 16, 2022 Vote
Recommended Action: Board's Pleasure
Documents:
 - c. REZ-2022-10 The Campus Transitional Care Facility - OCGA § 36-66-4(f) Public Hearing
Recommended Action: Board's Pleasure
Documents:
- 6. For Consideration**
 - a. Adopt Resolution Accepting Infrastructure for The North Acres Subdivision, Phase I
Recommended Action: Adopt
Documents:
 - b. Briggston Road Paving Project Agreement with Valdosta Railway, L.P.
Recommended Action: Approve
Documents:
 - c. Extraterritorial Extension of Water and Sewer Services Parcel 0050 032 and 0050 033
Recommended Action: Approve
Documents:
 - d. Extraterritorial Extension Water and Sewer Services – Parcel No. 149A 036D

Recommended Action: Approve
Documents:

- e. Extraterritorial Extension of Water and Sewer Services – Parcel No. 132D 001

Recommended Action: Approve
Documents:

7. Bid

- a. Griner Lot Improvements

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: REZ-2022-15 O'Neal Properties, 2547 US HWY 84 West, R-21 to C-H, Well & Septic, 4.53ac

DATE OF MEETING: September 13, 2022

Work Session/Regular Session

BUDGET IMPACT: N/A

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: REZ-2022-15 O'Neal Properties, 2547 US HWY 84 West, R-21 to C-H, Well & Septic, 4.53ac

HISTORY, FACTS AND ISSUES: This is a request to rezone the subject property from Medium Density Residential zoning (R-21) zoning to Highway Commercial (C-H) zoning. This same request was made last year and denied by the Board of Commissioners (3-2). The general motivation in this case is to obtain a single commercial zoning on the subject property for speculative commercial marketing. For reference, a chart showing the allowable uses in C-H zoning is attached. Access to and from the subject property is off of US Hwy 84 W, a state-maintained arterial road. Concerning the Comprehensive Plan Character Area Map, the subject property is within the Urban Service Area and depicted as a Community Activity Center Character Area, which lists C-H zoning as permitted. A petition of support from the neighbors has been included with the request.

Aspects worth noting: 1. Accessible County Utilities, 2. The allowable uses in C-H zoning, 3. The residential zoning adjacent to the north, east, and west, and 4. The nearby C-H zoning along the south side of US Hwy 84 W.

Since 2021, Code Enforcement has had an ongoing case at this property. Multiple citations have been issued, to which the applicant plead guilty in Magistrate Court, and paid the associated fines. Some of the violations have been addressed, and the applicant has been provided with a list of violations still needing to be brought into compliance.

While C-H zoning is permitted within the Character Area, staff finds the request out of context and inconsistent with the existing land use patterns. The TRC had no additional objectionable comments.

At the August 29th meeting, the Planning Commission heard arguments both for and against the request by the applicant and neighbors in opposition, and ultimately recommended approval of the request (5-1).

- 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:

Letter of Intent

08/05/2022

Gary Oneal, Property located at 2547 West Hill Ave. Valdosta, Georgia 31601 Parcel Numbers 0089 094 & 0089 095 this Letter of Intent is to Lowndes County Zoning Board of Appeals, Lowndes County Zoning and the Lowndes County Commissioners. My intent is to have this property rezoned from R-21 to ~~CC~~ ^{CC} "Community Commercial" so I can continue to sell Miscellaneous items Automobiles, boats, and farm ^{or} equipment as I have done since I purchased the property in 1999 and one day sell as commercial property.

Gary Oneal

08/05/2022

REZONING MAP FOR:

GARY ONEAL
 LYING AND BEING IN
 LAND LOT 18 OF THE 12TH LAND DISTRICT,
 LOWNDEN COUNTY, GEORGIA

DATE: AUGUST 05, 2022



GRAPHIC SCALE: 1 INCH = 100 FT.

ZONING NOTES:

THE SUBJECT PROPERTY IS ZONED R-21
 (MEDIUM DENSITY RESIDENTIAL DISTRICT)

THE PROPOSED ZONING IS C-H (HIGHWAY
 COMMERCIAL DISTRICT)

MINIMUM BUILDING SETBACKS FOR C-H:

FRONT - 100' FEET FROM CENTERLINE
 SIDE - 20' FEET
 REAR - 20' FEET

NOT TO BE RECORDED
 THIS IS NOT A PLAT OF SURVEY
 IT IS COMPILED FROM SURVEY
 MAPS, THEREFORE THIS MAP DOES
 NOT MEET THE GEORGIA PLAT ACT
 AND IS NOT TO BE RECORDED OR
 USED FOR CONVEYANCE OF TITLE.

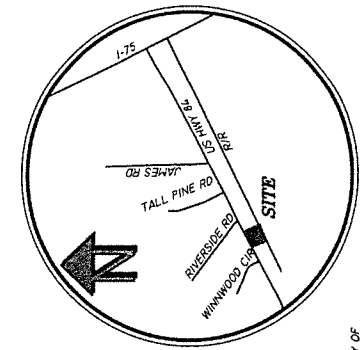
FLOOD CERTIFICATION

THIS PROPERTY IS LOCATED IN AN "X"
 ZONE WHICH IS DESIGNATED AS "AREAS
 DETERMINED TO BE OUTSIDE THE 0.2%
 ANNUAL CHANCE FLOODPLAIN", ACCORDING
 TO THE FEDERAL EMERGENCY MANAGEMENT
 AGENCY'S FLOOD INSURANCE RATE MAP
 13185C0215E, DATED 9/26/2008.



103A S. PATTERSON ST. - VALDOSTA, GA 31601
 PH.: (229) 244-0596 - INFO@ASAENG.COM - LSF 000380

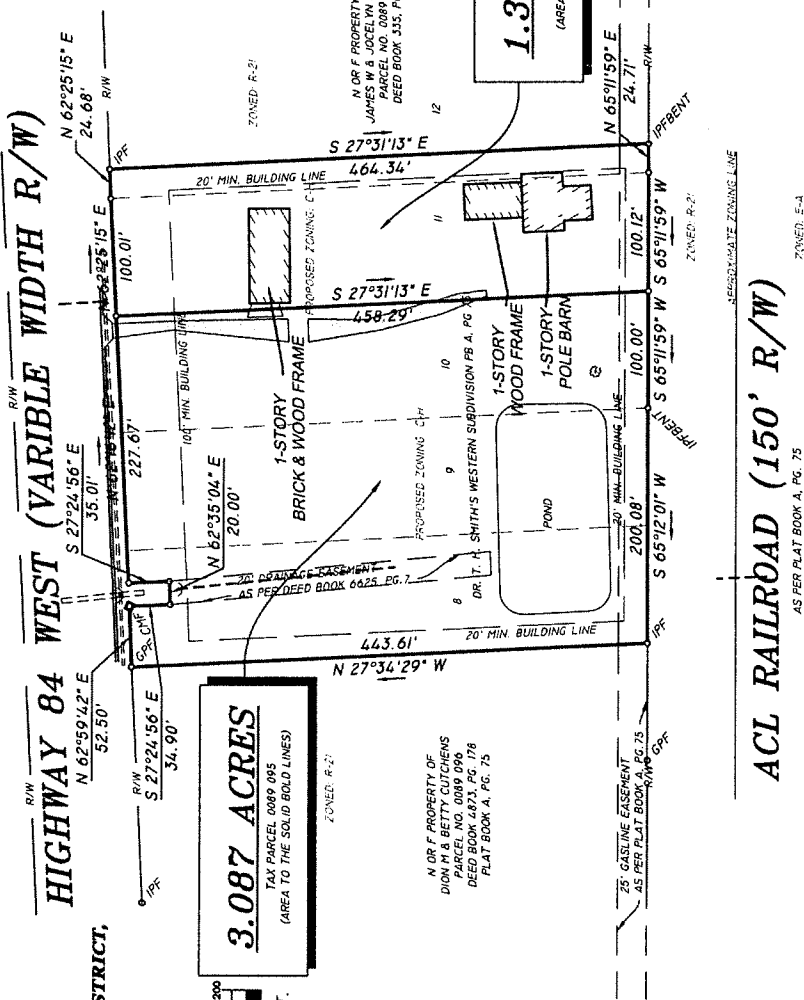
HIGHWAY 84 WEST (VARIABLE WIDTH R/W)



LOCATION MAP
 NOT TO SCALE

1.320 ACRES
 TAX PARCEL 0089 094
 (AREA TO THE SOLID BOLD LINES)

3.087 ACRES
 TAX PARCEL 0089 095
 (AREA TO THE SOLID BOLD LINES)



ACL RAILROAD (150' R/W)

N OR F PROPERTY OF
 LANGDALE CAPITAL ASSETS INC
 PARCEL NO. 0063 093
 DEED BOOK 335, PG. 012

AS PER PLAT BOOK A, PG. 75

ZONED: M-2

ZONED: E-4

SYMBOL LEGEND

- ADJACENT PROPERTY LINE
- R/W RIGHT-OF-WAY

ASA ENGINEERING & SURVEYING LLC DOES NOT
 GUARANTEE THAT ALL EASEMENTS WHICH MAY
 AFFECT THE PROPERTY ARE SHOWN HEREON AND
 ASSUMES NO LIABILITY FOR FAILURE TO CONFIRM
 UTILITY LOCATIONS PRIOR TO ANY DIGGING OR
 CONSTRUCTION.

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 THIS DRAWING IS THE PROPERTY OF ASA ENGINEERING
 & SURVEYING LLC AND MAY NOT BE REPRODUCED
 WITHOUT WRITTEN PERMISSION. DOCUMENTS OF
 PUBLIC RECORD MAY BE COPIED BUT NOT ALTERED.

DRAWN BY: JMP, MOC
 ONEAL ZONING.DWG

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

August 2, 2022

Gary O'Neal
3037 Pecan Plantation Road
Valdosta, Georgia 31601

Mr. O'Neal,

The property located at **2547 US Highway 84 West** (also known as 2547 West Hill Avenue), Parcels 0089 094 and 0089 095, are in violation of several Lowndes County Ordinances. I have included a list of the most noticeable violations that were observed during our visit on July 29, 2022, and many of these include multiple counts. This list may not include *all* items that are in violation, however, it is fairly comprehensive:

- Semi-trailer
- All agricultural items: implements, tractors, scraps, chemicals, drums, etc.
- Construction type materials, scrap metal, appliances, culvert and other pipes, hoses, posts, etc.
- Pull-behind vehicle trailers (expired tags, dilapidated, flat tires, missing tires, appearing inoperable, etc.)
- Numerous vehicle and tractor tires, some of which hold stagnant water
- Trash and debris including kitchen trash, plastic bottles, aluminum drink cans, paper and cardboard items, etc.
- Tools scattered by shop
- Buckets, trash cans, and other containers full of stagnant water
- Overgrown grasses and weeds, particularly those around the debris, vehicles, and structures
- Chemicals, chemical containers, propane tanks, fuel containers, oil buckets, etc.
- Limbs, tree pieces, and all other overgrown vegetation (may be burned after contacting the Lowndes County Fire Department)
- Junked Vehicles (by definition, a vehicle is considered junked if it does not have a current license plate or registration, is inoperative, or if it does not have all attached wheels and tires inflated):
 - White Ford Flatbed: expired tag, flat tires, appears inoperable
 - Black Sedan: no tag, flat tires, appears inoperable
 - White Ford F150: expired tag, flat tires
 - Maroon Dodge Ram 2500: no tag
 - Maroon & Tan Bronco II: expired tag, flat tires, appears inoperable
 - Maroon Bronco II: no tag, flat tires, appears inoperable
 - Pace Arrow RV: no tag

As discussed previously, you will have thirty calendar days from the date of this letter to bring this property into compliance. We will return for a follow-up inspection on or just following **September 2, 2022**. If you have any questions, please feel free to contact our office. We greatly appreciate your prompt attention to these matters and the progress made to bring your property into compliance.

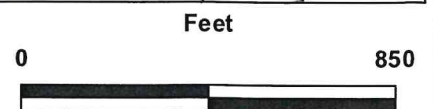
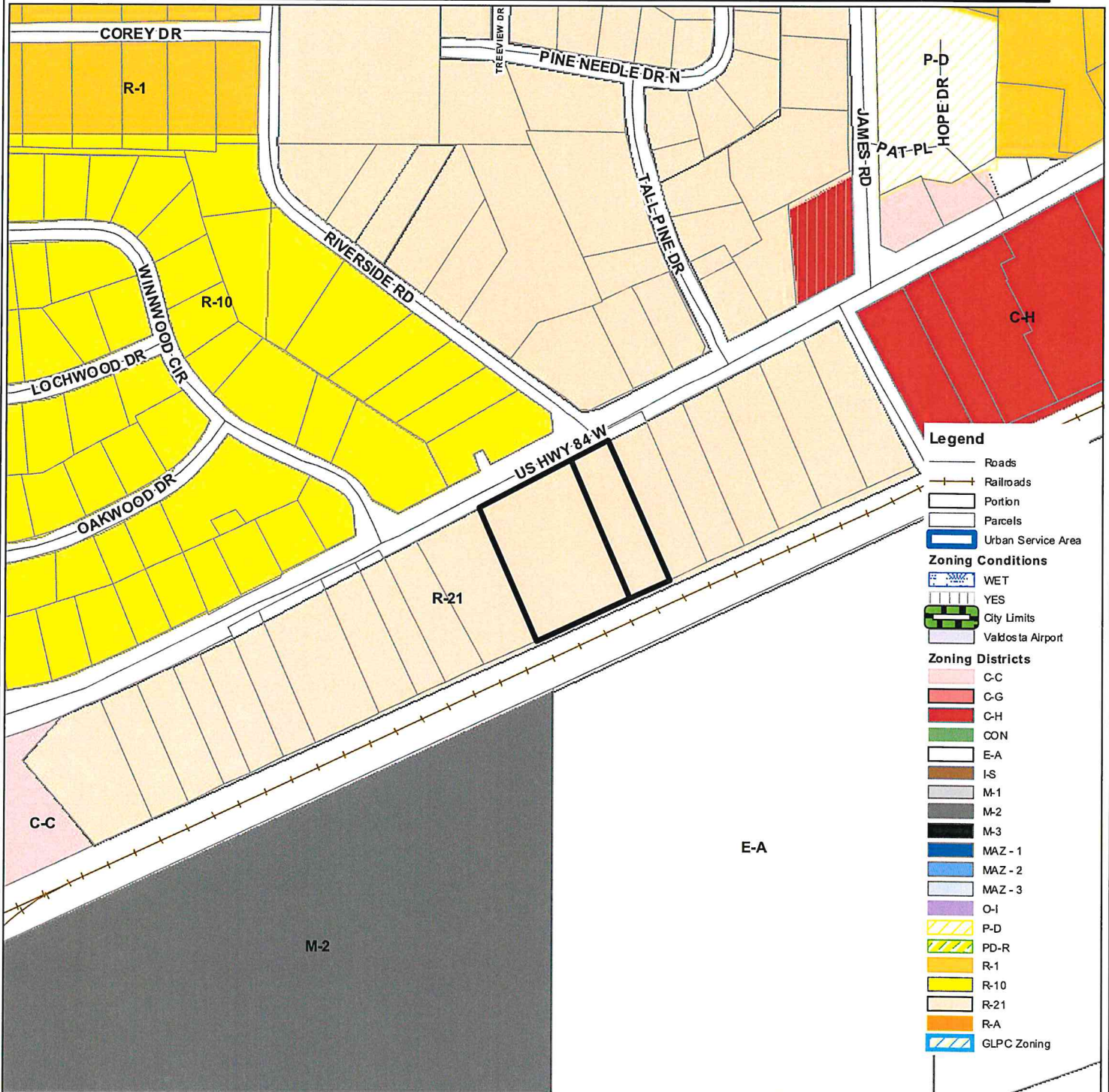
Loren Williams
Code Enforcement Officer
229-671-3070

REZ-2022-15

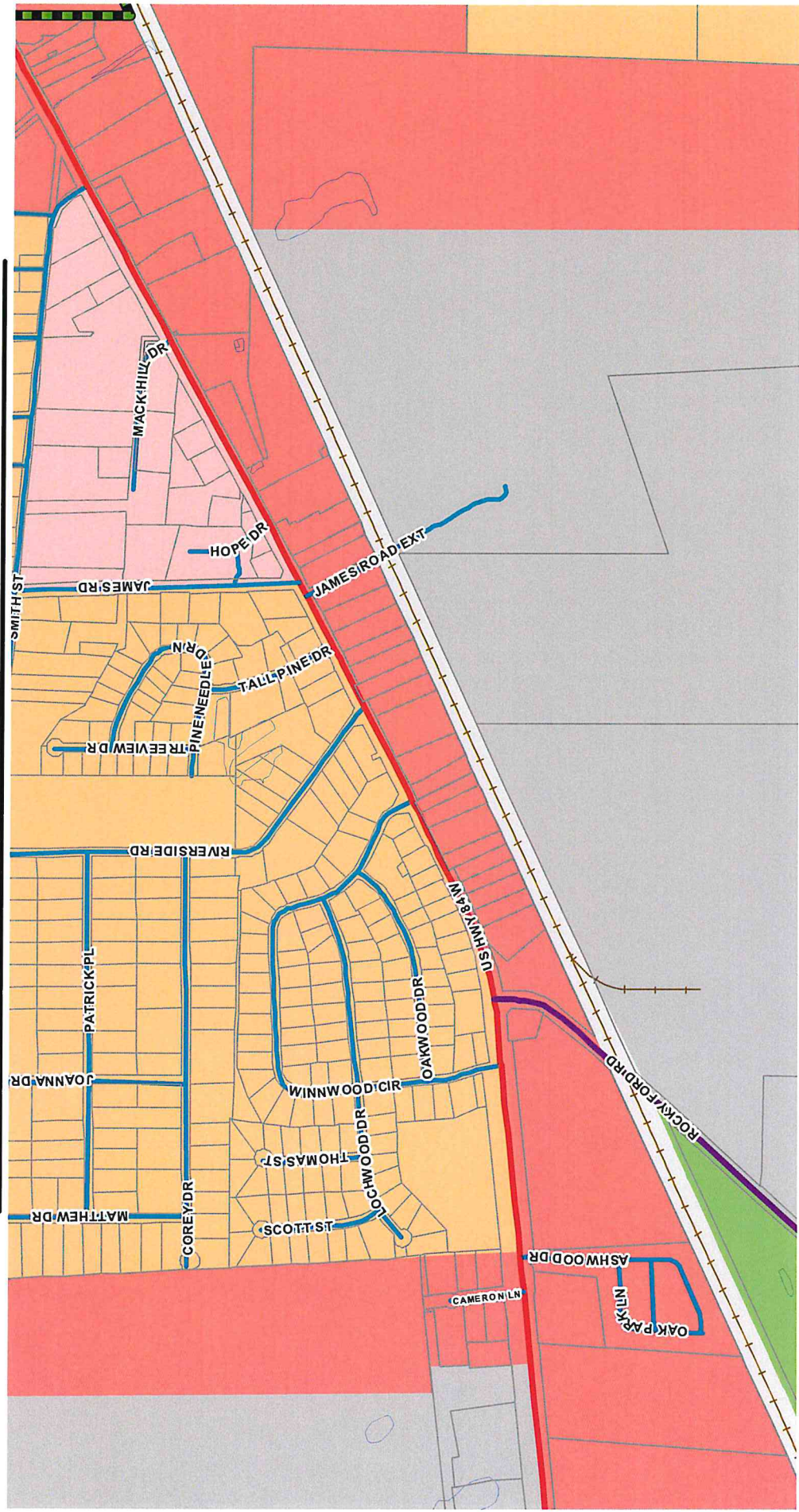
Zoning Location Map

Gary O'Neal
Rezoning Request

CURRENT ZONING: R-21
PROPOSED ZONING: C-H



Gary O'Neal 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

Portion

- 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/Communications/Utilities

0 350 700 1,400 Feet

VALOR
SOUTHERN GEORGIA
PLANNED PROGRESS

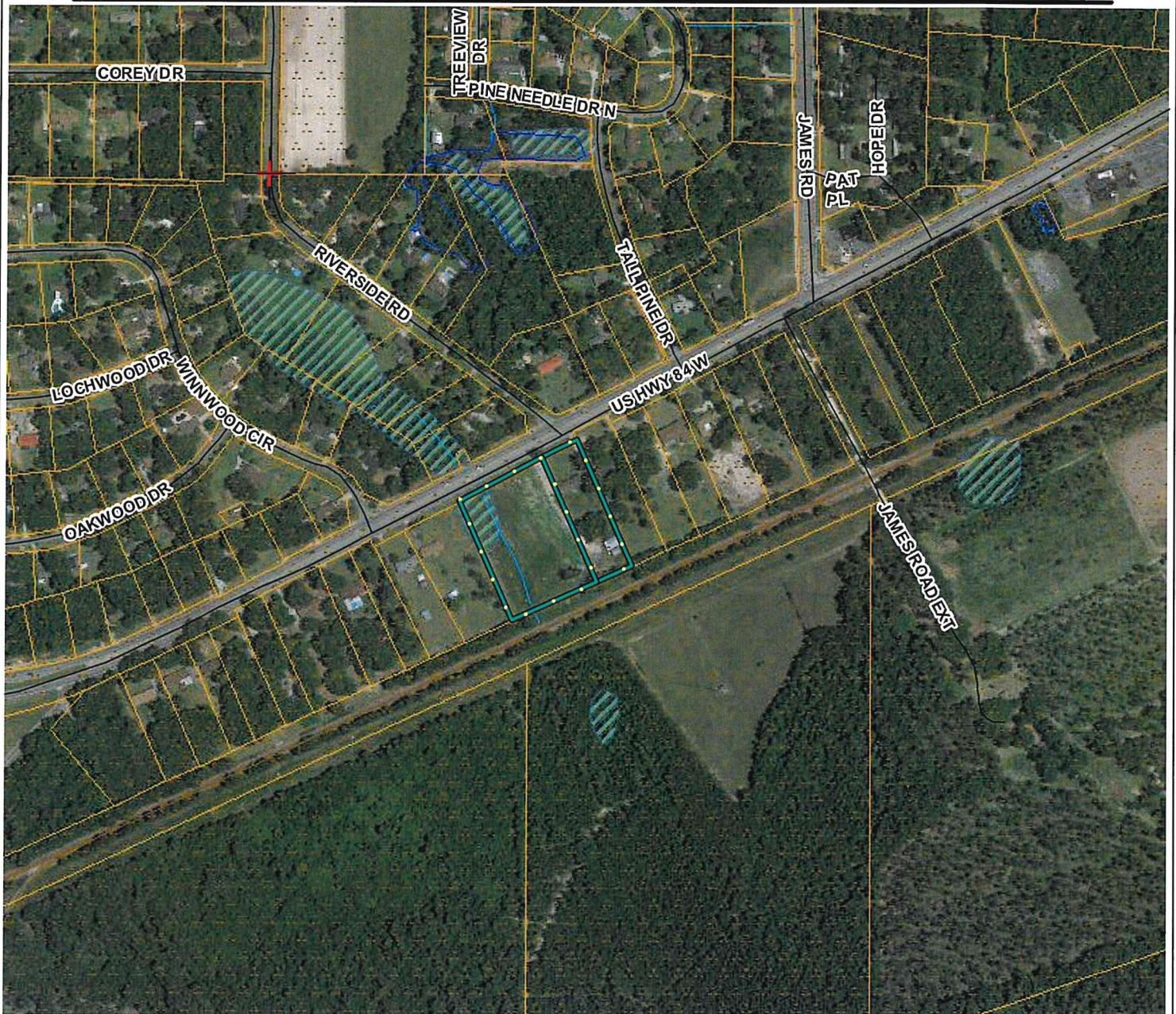
REZ-2022-15

WRPDO Site Map

Legend

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

Gary O'Neal
Rezoning Request



**PETITION IN SUPPORT OF REZONING
(2547 West Hill Ave, Valdosta, GA 31601)**

We, the undersigned, reside or own property in the immediate vicinity of 2547 West Hill Ave, Valdosta, GA 31601, and support Mr. Gary O'Neal's request to rezone 2547 West Hill Ave, Valdosta, GA 31601 from Medium Density Residential (R-21) to Highway Commercial (CH). This property is located in a transitional area along US Highway 84, a major east-west corridor through Valdosta/Lowndes County, and many tracts along this corridor are already zoned CH. It is our opinion that the CH zoning is the best and highest use of the property in this area. For these reasons, we support Mr. O'Neal's request to rezone the above property.

- | <u>Name:</u> | <u>Address:</u> | <u>Date:</u> |
|--|--------------------|--------------|
| 1. Cruz Ortiz Rivera | 2233 Riverside RD | 6/7/22 |
| 2. STACY BRADY | 2534 US Hwy 84 | 6/7/22 |
| 3. Erin Cutchens | 2581 US Hwy 84 | 6/7/22 |
| 4. Jeff Cutchens | 2587 US Hwy 84 | 6/7/22 |
| 5. Raymond Lee | 2511 US Hwy 84 W | 6/7/22 |
| 6. Russell Berrian | 329 531-2866 | 6/9/22 |
| 7. FRANKIE Berrian | 352 942-8383 | 6/9/22 |
| 8. GARY M. HANCOCK | 2597 US 84 West | 6-12-22 |
| 9. Cheryl Thomas | 2645 us. 84 west | 6-11-22 |
| 10. John Thomas | 2645 us. 84 West | 6-11-22 |
| 11. Melston Crowell | 2599 U.S 84 West | 6-13-22 |
| 12. Daniel Donathan | 2507 US 84 WEST | 06-14-2022 |
| 13. Ami Stant | 2526 US 84 WEST | -22 |
| 14. J. Lee | Parcel # 0059 007E | 6-12-22 |
| 15. Darryl Thompson | 2581 US Hwy 84 W | 7-2-22 |
| 16. Stephen Beck Stephen Beck | 2866 Hwy 84 West | 7-5-22 |
| 17. | | |
| 18. | | |

In regard to rezoning request REZ-2022-15, this parcel was zoned R-21 since the early 1980s. I went before the County Commissioners in 1986 and got the parcel from James Road to Rocky Ford Rd rezoned to R-21 from AU. Residents were in total concurrence.

This residential area is comprised of well maintained established older homes with a high rate of ownership by residents who have lived here and raised their families with stability and sanctity without intrusion from a speculator looking to make a quick buck.

A commercial business at this location is not consistent with existing zoning, would adversely impact traffic flow with increased vehicle numbers, compromise the sanctity of adjacent homes/neighborhoods and only benefit the pocketbook of this speculator with little or no regard of the negative impact on the established residential neighborhood that surrounds this property.

To approve this request would be like putting a Dollar General in Kinderlou Forrest.

This property is only approved for R-21 zoning and does not comply with Georgia DOT regulations for commercial access to the state highway system.

A petition of 80 signatures against the initial proposal was signed by residents to prevent creation of an eyesore/business while only 16 favored it. Numerous code violations/fines have been issued on this property and approval of this request would be a "slap in the face" to the code enforcement division.

Homeowners on and around US hwy 84 west from James Road to Rockyford Road respectfully request this proposal be denied as it was in 2021.

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: REZ-2022-10 The Campus Transitional Care Facility - Validity of
June 16, 2022 Vote

DATE OF MEETING: September 13, 2022

Work Session/Regular Session

BUDGET IMPACT:

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: REZ-2022-10 The Campus Transitional Care Facility - Validity of June 16,
2022 vote

HISTORY, FACTS AND ISSUES: On June 16, 2022, the Board voted to rezone property located at 2193 Howell Road from Estate Agricultural (EA) to Planned Development (PD) for uses including a Transitional Care Facility.

The ULDC defines a Transitional Care Facility as follows: "A building or buildings in which is provided long-term but not permanent living accommodations for one or more persons who are in need of short term or long-term housing assistance, and in which may also be provided meals and social services including physical therapy, social therapy, emotional therapy, counseling, rehabilitation, or substance abuse recovery assistance."

OCGA § 36-66-4(f) provides: "When a proposed zoning decision relates to or will allow the location or relocation of a halfway house, drug rehabilitation center, or other facility for treatment of drug dependency, a public hearing shall be held on the proposed action. Such public hearing shall be held at least six months and not more than nine months prior to the date of final action on the zoning decision. The hearing required by this subsection shall be in addition to any hearing required under subsection (a) of this Code section."

The legal dictionary definition of a halfway house is: "A transitional housing facility designed to rehabilitate people who have recently left a prison or medical-care facility, or who otherwise need help in adjusting to unsupervised living."

Based on the ULDC definition of a Transitional Care Facility and the legal dictionary definition of a halfway house, OCGA § 36-66-4(f) requires a public hearing to be held on the proposed action at least six months and not more than nine months prior to the date of final action on the zoning decision.

Georgia statute and the ULDC also require proponents and opponents 10 minutes per side, rather than seven minutes per side allowed June 16, 2022.

Georgia courts have ruled a failure to follow zoning procedures law renders a vote on a zoning decision invalid.

OPTIONS: 1. Acknowledge the June 16, 2022, vote to rezone was invalid.
2. Redirect

RECOMMENDED ACTION: Board's Pleasure

DEPARTMENT: Planning/Zoning

DEPARTMENT HEAD: JD Dillard

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: REZ-2022-10 The Campus Transitional Care Facility - OCGA §
36-66-4(f) Public Hearing

DATE OF MEETING: September 13, 2022

Work Session/Regular Session

BUDGET IMPACT: N/A

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: OCGA § 36-66-4(f) Public Hearing

HISTORY, FACTS AND ISSUES: Redeemed Living, LLC filed the attached application to rezone approximately 23 acres located at 2193 Howell Road from Estate Agricultural (EA) to Planned Development (PD) for uses including a Transitional Care Facility.

The ULDC defines a Transitional Care Facility as follows: "A building or buildings in which is provided long-term but not permanent living accommodations for one or more persons who are in need of short term or long-term housing assistance, and in which may also be provided meals and social services including physical therapy, social therapy, emotional therapy, counseling, rehabilitation, or substance abuse recovery assistance."

A Transitional Care Facility is not a permitted use in the Estate Agricultural (EA) zoning. A Transitional Care Facility is a permitted use in the Non-Residential PD or PD-R zone. Supplemental Standards for Planned Development (PD) Districts are set forth in ULDC Section 4.06.00.

The subject property has frontage on Howell Road, a county road major collector (3,000- 6,000 vehicles per day). The current uses along this portion of Howell Road are predominantly a mixture of sparsely settled residential and agricultural parcels. The property is in the rural service area and depicted as an Agricultural/Forestry Character Area. Staff found the request inconsistent with the character area but consistent with the goals and policies of the Comprehensive Plan.

The Planning Commission heard the request and concerns of the neighbors and recommended denial by a vote of 8 to 2. The largest concerns for the Planning Commission were ensuring the proposed use was able to be developed on the subject property and that its impacts on the surround area were manageable.

OCGA § 36-66-4(f) provides: "When a proposed zoning decision relates to or will allow the location or relocation of a halfway house, drug rehabilitation center, or other facility for treatment of drug dependency, a public hearing shall be held on the proposed action. Such public hearing shall be held at least six months and not more than nine months prior to the date of final action on the zoning decision. The hearing required by this subsection shall be in addition to any hearing required under subsection (a) of this Code section."

The legal dictionary definition of a halfway house is: “A transitional housing facility designed to rehabilitate people who have recently left a prison or medical-care facility, or who otherwise need help in adjusting to unsupervised living.”

Based on the ULDC definition of a Transitional Care Facility and the legal dictionary definition of a halfway house, OCGA § 36-66-4(f) requires a public hearing to be held on the proposed action at least six months and not more than nine months prior to the date of final action on the zoning decision. The hearing required by this subsection is in addition to the hearing required under subsection (a) of OCGA § 36-66-4.

Staff has given notice of a public hearing to be held pursuant to OCGA § 36-66-4(f) as required by OCGA § 36-66-4(f) and the ULDC by posting notice on the property, publication in the Valdosta Daily Times, and certified mail to adjacent property owners.

OPTIONS: 1. Hold public hearing pursuant to OCGA § 36-66-4(f)
2. Redirect

RECOMMENDED ACTION: Board's Pleasure

DEPARTMENT: Planning/Zoning

DEPARTMENT HEAD: JD Dillard

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:



J. D. Dillbeck

Lowndes County Zoning

Date - MAY 5, 2022

JD -

Please find attached:

- 1- Application for Re-Zoning
2193 Howell Road - Lowndes County
2. Check - Application Fee & Certified
Mailing Costs
- 3 - Letter of Intent
- 4 - Legal Description - Quitclaim Deed
- 5 - Current Survey
- 6 - Conceptual Site Plan
- 7 - NAMES & Addresses & Adjacent
Home/Land Owners -

THANKS

Walt - WALTER FISL
370-877-2766
... 11-01-104@gmail.com

ULDC APPLICATION

Required Approvals	Contact Number	Contact Made & Date
Lowndes County Zoning Office	(229) 671-2430	
Lowndes County Board of Health	(229) 245-2314	
Lowndes County Utilities Department	(229) 671-2500	
Lowndes County Engineering Department	(229) 671-2424	
Valdosta/Lowndes County Inspections Department	(229) 259-3561	
Lowndes County Planning Division	(229) 671-2430	
Lowndes County Fire/Rescue	(229) 671-2730	
Valdosta-Lowndes Zoning Board of Appeals	(229) 671-2430	
Moody Air Force Base	(229) 257-1110	
Valdosta - Lowndes Airport Authority (VLD)	(229) 333-1833	
Greater Lowndes Planning Commission	(229) 671-2430	
Lowndes County Board of Commissioners	(229) 671-2400	
Type of Application*	Fees*	Case Number
Rezone	\$633.75	Rez-2022-10

REASON FOR REQUEST: RE-Zoning For the Development of a Sober Living Campus For Men Additional Narrative Attached
Letter of Intent

PROJECT INFORMATION

Project Name: THE CAMPUS Property Address: 2193 Howell Road

Map and Parcel Number: 0187-082 Property Size: 23.3 ACERS
0186-107

Current Deed and/or Legal Description Attached Current Survey Attached

Current Building Square Footage: 2,100 Proposed Building Square Footage: 30,392

Current Impervious Surface %: 2.9% Proposed Impervious Surface %: 9.79%

Current Number of Lots: 2 Proposed Number of Lots: 1 (Combining the 2 Lots)

Current Zoning District: EA Proposed Zoning District: PD (Transition Care Facility)

Is this property within a special or overlay district? No Yes

If this application is within a special or overlay district please specify which one: N/A

Flood Zone: No Base Flood Elevation: N/A
(This information shall be based on the Flood Insurance Rate Maps)

Is this property within a water resource protection district? No Yes

If this application is within a water resource protection district please specify which one: No

Please circle one of the following: County Water Community Well Individual Well

Please circle one of the following: County Sewer Septic system Other

Property Depiction on Lowndes County Future Development Map: See Attached
Conceptual Site Plan Additional Narrative Attached

Is this application a re-submittal? No Yes

If this application is a re-submittal, please provide file number, date of application, and action taken on all previous applications: N/A

PROFESSIONAL TO CONTACT e.g. ENGINEER, SURVEYOR, ARCHITECT, OR LAWYER

Name: LARRY SANDERS Address: 2621 Hwy 84 EAST

City: Valdosta ST: Georgia Zip: 31606

Phone #: 255-2120 Cell Phone #: 561-2733 Fax #: N/A

Email Address: LSANDERS@ARROWENGINEERINGGROUP.COM

OWNERSHIP INFORMATION

PARKERSON Properties, LLC
Property Owner: THOMAS A. PARKERSON Address: 3438 Greystone Way

City: Valdosta ST: Georgia Zip: 31605

Phone #: N/A Cell Phone #: 229-292-3670 Fax #: 229-559-4221

Email Address: TPARKERSON@gmail.com

OWNER'S SIGNATURE (Testifying ownership of aforementioned property):

John A. Pugh, M.E.M., M.P.A.

John A. Pugh, M.E.M., M.P.A.

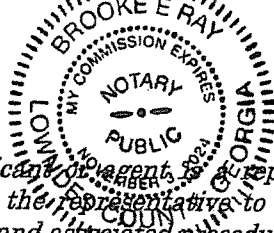
John A. Pugh

John A. Pugh

Signature of the property owner

Signature of the property owner

NOTARIZATION FOR OWNER'S SIGNATURE



Brooke E Ray
NOTARY PUBLIC

If the applicant or agent is a representative of the property owner, a notarized statement authorizing the representative to act as an agent of the property owner with regard to the application and associated procedure, shall be completed with this application.

Redeemed Living, Inc / LLC
Agent's Name: Charles B. Moore Jr. Agent's Street Address: 603 West Park Ave.

City: Valdosta ST: Georgia Zip: 31602

Phone #: 229-531-3989 Cell Phone #: 229-560-0324 Fax #: N/A

Email Address: admin@redeemdliving.info

AGENT AUTHORIZATION

Charles B. Moore Jr., agent (name), is hereby authorized as my legal representative and designated agent to speak in my behalf for the subject matter.

John A. Pugh, M.E.M., M.P.A.

John A. Pugh, M.E.M., M.P.A.

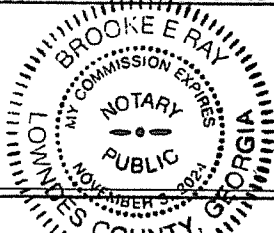
John A. Pugh

John A. Pugh

Signature of the property owner

Signature of the property owner

NOTARIZATION FOR AGENT'S AUTHORIZATION



Brooke E Ray
NOTARY PUBLIC

Thank you for the time and effort involved in the completion of this application. Your diligence will help to ensure that your application is reviewed as efficiently and effectively as possible.



Letter of Intent

Redeemed Living is a Non-Profit 501C-3 Faith Based Recovery Residency for Men to live sober after addiction. The operating budget for Redeemed Living is funded through the rent paid by the Residents.

Our Residents come to us after they have completed an intensive alcohol and drug rehabilitation program. Redeemed Residents are required to maintain full time employment, attend weekly recovery meetings, and become an active member at a Church of their choosing.

The Campus

Located at 2193 Howell Road, Lowndes County, with close proximity to Valdosta for employment, recovery meetings (CR & AA etc.) and multiple choices for Church Worship.

A campus setting with comfortable housing and surroundings for twenty five Residents. A quality of life that encourages them to stay years rather than months.

Residents will move from sharing a room (Phase 1) to single occupancy cabins (Phase 3), all on campus with accountability, structure, and support.

Our goal is for the Residents to become spiritually and financially fit to develop into productive members' of our community.

A campus with an amenity base designed for fellowship, health, self-sufficiency, and fun. The Campus, Redeemed's Faith-Based Community.

05154
00078

LOWNDES COUNTY, GA
FILED IN OFFICE
BK 5154 PG 78

BK 5154 PG 078

2012 NOV -8 PM 4: 38

Sara L. Crow
CLERK OF SUPERIOR COURT

Return Recorded Document to:
COLEMAN TALLEY LLP
ATTN: BEAU HOWELL
910 N. PATTERSON STREET
P. O. BOX 5437
VALDOSTA, GEORGIA 31603-5437

13148

LOWNDES COUNTY, GEORGIA
REAL ESTATE TRANSFER TAX
PAID \$
DATE NOV 8 2012
SARA L. CROW
CLERK SUPERIOR COURT

QUITCLAIM DEED

STATE OF GEORGIA
COUNTY OF COOK

THIS INDENTURE, Made the 31 day of October, 2012, between SHIRLEY SAINZ of the County of Lowndes and the State of Georgia, as party or parties of the first part, hereinafter called Grantor; and THOMAS A. PARKERSON of the county of Lowndes and the State of Georgia, as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of one dollar (\$1.00) and other valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, by these presents does hereby remise, convey, and forever QUITCLAIM unto the said Grantee all of Grantor's undivided twenty-five percent interest in and to:

Tract I: All that tract or parcel of land situate, lying and being in Land Lot 199 of the 11th Land District of Lowndes County, Georgia, consisting of 21.00 acres on McDougal Lane, Valdosta, Georgia. Being map and parcel number 0186-107.

Tract II: All that tract or parcel of land situate, lying and being in Land Lot 199 of the 11th Land District of Lowndes County, Georgia, consisting of 11.90 acres on McDougal Lane, Valdosta, Georgia. Being map and parcel number 0186-086.

Tract III: All that tract or parcel of land situate, lying and being in Land Lot 199 of the 11th Land District of Lowndes County, Georgia, consisting of 53.30 acres, on McDougal Lane, Valdosta, Georgia. Being map and parcel number 0186-087.

*** With regard to Tracts I - III described herein, it is the purpose of this Deed to convey any and all interest held by Shirley P. Sainz in the above-referenced parcels pursuant to that certain Deed of Assent as recorded in Deed Book 3828, Page 151, Lowndes County, Georgia Deed Records and as an heir of Austin H. Parkerson, Jr., deceased. ***

Tract IV: All that tract or parcel of land situate, lying and being in Land Lot 199 of the 11th Land District of Lowndes County, Georgia, and being more particularly described as follows: for a point of reference only begin at the centerline intersection of Dasher-Johnson Road and Valdosta Howell Road, which point is marked by a nail, and from said point run thence North 81 degrees 05 minutes 13 seconds east a distance of 2,481.39 feet to an iron pin located on the northern right-of-way margin of Valdosta-Howell Road (100' R/W) which marks the POINT OF BEGINNING; from said point of beginning run thence North 01 degrees 40 minutes and 24 seconds east a distance of 248.93 feet to a concrete monument; run thence north 88 degrees 59 minutes 01 seconds east a distance of 396.76 feet to an iron pin; run thence South 00 degrees 00 minutes 40 seconds west a distance of 255.79 feet to an iron pin located on the northern right-of-way margin of Valdosta-Howell Road; run thence along the northern right-of-way margin of Valdosta-Howell Road South 89 degrees 59 minutes and 24 seconds west a distance of 97.34 feet to a concrete monument; thence continue South 89 degrees 59 minutes 24 seconds west a distance of 306.57 feet to the point of the beginning.

05154
00079

BK5154PG079

Said tract contains 2.318 acres and is more particularly shown on that certain unrecorded map or plat of survey entitled "Plat of Survey For Tommy Parkerson" prepared by Southeastern Surveying, Inc., dated December 1, 2008. Being map and parcel number 0187 082.

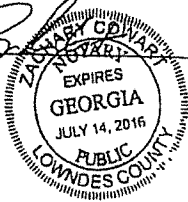
TO HAVE AND TO HOLD the said described premises to Grantee, so neither Grantor, nor any person or persons claiming under Grantor, shall, at any time, by any means or ways, have, claim, or demand any right to title to said premises or appurtenances, or any rights thereof.

IN WITNESS WHEREOF, Grantor has signed and sealed this deed, the day and year first above written.

[Signature]
Witness

SHIRLEY SAINZ
Shirley Sainz (Seal)

[Signature]
Notary Public

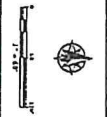


www.arroweng.com | 904.261.1111 | 11000 Arrow Road, Jacksonville, FL 32256



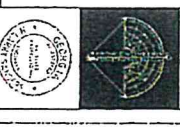
GEORGIA 811
 WORK ON CALL
 1-800-4-A-FLORIDA
 1-800-4-A-FLORIDA

NOTICE: THE INFORMATION ON THIS PLAN IS THE PROPERTY OF ARROW ENGINEERING & CONSTRUCTION SERVICES, INC. AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF ARROW ENGINEERING & CONSTRUCTION SERVICES, INC.



NOTICE:
 THESE PLANS ARE NOT FOR CONSTRUCTION PURPOSES. THESE PLANS ARE FOR INFORMATION ONLY.

PROJECT: 2407
 SHEET: C1.0



ARROW ENGINEERING & CONSTRUCTION SERVICES
 11000 ARROW ROAD
 JACKSONVILLE, FL 32256
 904.261.1111

EXISTING CONDITIONS FOR:
THE CAMPUS
ON HOWELL RD
LOCATED IN LL XXX OF THE XTH L.D.
VALDOSTA, GA

DATE	BY	DESCRIPTION
01/01/2021	JSP	ISSUED FOR PERMIT

Names and Addresses of Adjacent Land/House Owners:

The Langdale Company
3503 Shelton Road
P.O. Box 1088
Valdosta, GA 31603-1088

Rev-2022-10

Sandra Lee Canada
2211 Howell Road
Lake Park, GA 31636

Raymond E Diclaudio & Jackson Markee
2257 Howell Road
Lake Park, GA 31636

Rosa Mcdougal
C/O Kevin Holmes
4641 NW 6th Street
Suite D
Gainesville, FL 32609

Bop's Lot at Spivey Corners LLC
C/O Alan Tucker
105 King's Forest Road
Thomasville, GA 31792

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: Adopt Resolution Accepting Infrastructure for The North Acres
Subdivision, Phase I

DATE OF MEETING: September 13, 2022

Work Session/Regular Session

BUDGET IMPACT: N/A

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: Adopt Resolution Accepting Infrastructure for The North Acres
Subdivision, Phase I

HISTORY, FACTS AND ISSUES: The North Acres Subdivision, Phase I is off of Val Del Road and consists of 24 lots. Engineering staff has made the final inspection of the construction of phase I and the work is complete. All paperwork has been submitted and reviewed. The developer, Building Valdosta, LLC, sent a written request that the road and stormwater infrastructure be accepted by Lowndes County.

OPTIONS: 1. Adopt the Resolution accepting The North Acres Subdivision, Phase I.
2. Redirect.

RECOMMENDED ACTION: Adopt

DEPARTMENT: Engineering

DEPARTMENT HEAD: Chad McLeod

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

Option 1

RESOLUTION

WHEREAS, the developer, Building Valdosta, LLC has completed improvements on The North Acres Phase I; and

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

WHEREAS, Lowndes County has inspected the improvements;

WHEREAS, Building Valdosta, LLC has provided a written request for Lowndes County to accept the residential streets and storm water infrastructure in The North Acres Subdivision Phase I as Lowndes County maintained;

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 35 mph on this date as shown:

ATTEST: _____
County Clerk

DATE: _____

Copy: Rachel Strom, RDC
Geannie McMullen, Tax Assessor
Robin Cumbus, LCPW
Danny Weeks, E-911
Rick Mefford, Building Inspections
Trinni Amiot, Planning
Appropriate Post Office

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: Briggston Road Paving Project Agreement with Valdosta Railway, L.P.

DATE OF MEETING: September 13, 2022

Work Session/Regular Session

BUDGET IMPACT: \$438,537.00

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: Briggston Road Paving Project Agreement with Valdosta Railway, L.P.

HISTORY, FACTS AND ISSUES: Briggston Road Paving Project is a TSPLOST Project that is currently in acquisition of the right of way and final grading design. The design engineer and staff have been working with Valdosta Railway, L.P. on an agreement for the railroad crossing to be upgraded during the project. Valdosta Railway will complete the work to upgrade the crossing and Lowndes County will pay Valdosta Railway. The work will include all engineering services, new surfaces (including new ballast, ties, crossties, rail, OTM), installing new lights and gates, bells, control bungalow, and other necessary circuitry to provide advanced train warning to the traveling public. The agreement is attached for your review and approval. The total cost for the upgrade is \$438,537.00.

OPTIONS: 1. Approve the agreement with Valdosta Railway, L.P. and authorize the chairman to sign the agreement.
2. Redirect.

RECOMMENDED ACTION: Approve

DEPARTMENT: Engineering

DEPARTMENT HEAD: Chad McLeod

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

VALDOSTA RAILWAY, L.P.
CONSTRUCTION AND MAINTENANCE AGREEMENT

RR MILEPOST 18.80
NEAR BRIGGSTON, COUNTY OF LOWNDES, STATE OF GEORGIA

THIS CONSTRUCTION AND MAINTENANCE AGREEMENT (this "Agreement") made this day of _____ 2022 ("**Effective Date**"), by and between the **County of Lowndes**, hereinafter called "**County**", and **Valdosta Railway, L.P.**, hereinafter called "**Railway**":

WITNESSETH:

WHEREAS in the interest of public safety and aiding motor vehicle traffic, Agency proposes signal upgrades and road widening to accommodate two lanes of traffic at the existing public crossing at Milepost 18.80, DOT# 866808J, hereafter called "**Project**", located near the City of Briggston, State of Georgia by replacing the surface of such crossing with a precast concrete "tub" crossing; and

WHEREAS, the **County** is willing to undertake the expense for the Project as detailed in **Exhibit B**, except as provided in Section I.C. of the Agreement; and

WHEREAS, attached hereto and hereby made a part hereof as **Exhibit A** is a Project Print showing the type, size and location of the **Project**; and

WHEREAS, the **Railway** is willing to coordinate and cooperate with **County** to permit construction of the **Project** upon the terms and conditions herein stated and not otherwise; and

WHEREAS, said **Project** shall be constructed in accordance with full plans and full designs which shall be subject to the mutual approval of **Railway** and **County**.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, it is mutually agreed as follows:

I. Performance of Work

County and **Railway** will each perform various items of work as described below:

A. WORK TO BE PERFORMED AND MATERIALS FURNISHED BY EITHER **COUNTY** OR ITS CONTRACTOR AT **COUNTY** EXPENSE.

1. Project Plans & Specifications and Construction
Except as otherwise herein provided, furnish all plans, engineering, supervision, labor, material, supplies and equipment necessary for construction of the **Project**.
2. Roadway Reconstruction
Take all necessary, reasonable steps, including, without limitation, funding, for the rehabilitation of the Roadway surface in vicinity of track and crossing surface.

3. Maintenance of Roadway Traffic
Bear responsibility for all roadway traffic detours, maintenance of roadway traffic, and all other roadway modifications, permanent or temporary, necessary for the **Project**.
4. Schedule & Notification
Provide **Project** construction schedule and notify **Railway** (a) fifteen (15) days prior to the date **Railway** is to provide flagging services and (b) twenty (20) days prior to the date construction is to begin. Thereafter, **County** will implement the entire **Project** in accordance with the mutually agreed upon schedule.

B. WORK TO BE PERFORMED AND MATERIALS FURNISHED BY **RAILWAY** AT **COUNTY** EXPENSE.

1. Engineering and Invoice Preparation
Perform preliminary and special engineering services, including submittal, reviews, project coordination and inspection, including field and office work and preparation of invoices for the **Project**. **County** reserves the right to audit **Railway** invoices.
2. Crossing Surface Installation
The **Railway**, at **County** expense, will take all reasonable steps for the construction of the **Project**, including but not limited to the installation of full depth concrete tub style surface (including new ballast, ties, crossties, rail, OTM) to accommodate the **County's** rehabilitation of the vehicular crossing of Briggston Road with the **Railway** for the **Project**, as shown in **Exhibit A**.
3. Roadway Warning Device Installation
The **Railway**, at **County** expense, will take all reasonable steps for the construction of the **Project**, including but not limited to the installation of new automatic warning devices (including new lights and gates, bells, control bungalow, and other necessary circuitry to provide advance train warning to the traveling public)
4. Flagging
Railway will schedule and perform flagging and furnish requested services and devices during construction operations of **County** or its contractor, as deemed necessary by **Railway**. Any flagging cost or protective services performed by **Railway** or its contractor shall be at **County's** expense.

C. COSTS AND PAYMENTS.

Railway's financial contribution to the total **Project** cost shall be 0 percent (0%) of the total **Project** cost, or 0 dollars (\$0) based upon the confirmed construction contract amount as set forth on **Exhibit B**. The total **Project** cost may be modified by amendment with the mutual consent of **County** and **Railway**. In the interest of clarity and to avoid ambiguity, the flagging and protective services provided by **Railway** pursuant to Section I.B. above are included in the total **Project** cost.

II. Construction Plans and Specifications

County or its contractors shall perform its work in accordance with detailed plans and specifications which shall be prepared by **County** or its contractors and submitted to **Railway** for approval of those

sections that are applicable to **Railway's** right-of-way, facility or operations. No work pursuant to said plans and specifications shall be performed on the right-of-way of **Railway** prior to receipt of notices to proceed given by **Railway to County** or its authorized representatives. Nothing provided in this Agreement with respect to said plans and specifications shall be construed or deemed to be a ratification or adoption by **Railway** of either or both said plans as its own.

III. Traffic Protection, Safety and Flagging

All work herein provided for, to be done by **County** or its contractors on **Railway's** right-of-way, shall be performed at such time and in such manner as not to interfere unreasonably with the movement of trains or traffic upon the tracks of **Railway**. **County** or its contractors shall enter into a "Right of Entry Agreement" with **Railway** prior to the first entry onto **Railway's** right-of-way, such Right of Entry Agreement to be provided by **Railway** upon request. **County** or **County's** contractor shall reimburse **Railway** for one hundred percent (100%) of the actual costs related to flagging per Section I.B.3. of this Agreement. **Railway** will submit bills for flagging and other protective services and devices during the progress of the work contemplated by this Agreement. **Railway** may bill the **County** monthly or periodically for its force account when costs exceed One Thousand dollars (\$1,000).

Wherever the safeguarding of trains or traffic of **Railway** is mentioned in this Agreement, it is intended to cover and include all users of **Railway's** tracks having permission for such use.

IV. Conditions, Restrictions, and Limitations

All the aforementioned rights are granted subject to the terms, provisions, conditions, restrictions, limitations, covenants, reservations and exceptions contained in this Agreement, including, without limitation, those set forth in the Right of Entry Agreement, Attachment 1 (G&W Code of Ethics and Conduct), Attachment 2 (Roadway Worker Protection Training Policy) and Attachment 3 (Contractor Safety Rules), each as attached hereto and by this reference incorporated herein; **County** and its contractors, in the exercise of the rights and in the conduct of the **Project**, shall and will do, keep, observe and perform each and all of the terms, provisions, conditions, restrictions, limitations, covenants, reservations and exceptions thereof.

County shall ensure that its contractor(s) obtain and provide to **Railway** evidence that such contractor(s) have procured the insurance coverage described in **Exhibit C**, hereto attached, covering their work on **Railway's** property in connection with the **Project**.

County agrees that at no time shall it file or permit the filing of a lien or liens upon the property of **Railway** related to the **Project**. If, at any time during the progress of the **Project**, at the time of acceptance of this Agreement or thereafter, any indebtedness due a subcontractor of **County** has become or may become a lien or liens upon said work, equipment or materials, **County** shall immediately, upon request from **Railway** pay such claim or indebtedness or cause such lien to be dissolved and discharged by giving a bond, or otherwise. In the case of its failure to do so, **Railway** may suspend the use of its property until such claim or indebtedness is paid or may apply such money toward the discharge thereof or assert and enforce a claim against **County** for such claim or indebtedness, or declare this Agreement to be cancelled, take possession and control of the **Project** and complete the same or cause the same to be completed in accordance with the terms and conditions hereof.

V. Intentionally Omitted

VI. Funding and Signatory Warranty

County acknowledges that it has available all funds necessary to complete the **Project**, including the reimbursement of **Railway** for the estimated costs, as set forth in the initial estimate (**Exhibit B**).

Each party to this Agreement certifies that its signatory has the authority to enter into this Agreement on its behalf.

VII. Term, Ownership, and Maintenance Responsibilities

The term of this Agreement commences on the Effective Date and shall continue for a period not to exceed the earlier of the condition precedent in Section IX.B., if it occurs, or twelve (12) months after either (i) the date construction commences within **Railway's** Right-of-Way or (ii) completion of the construction of the **Project**, as determined by **Railway** and subject to Section IX.C. **County's** and **Railway's** obligations under Sections X. and XI.B. shall survive the term of this Agreement.

Upon completion of the **Project**, **County**, at **County's** expense, will be responsible for the future maintenance of **Railway's** track infrastructure.

VIII. Assignment

Neither party has the right to assign this Agreement without the consent of the other. Notwithstanding the foregoing, this Agreement shall inure to the benefit of and be binding on the parties hereto, their successors and permitted assigns.

IX. Construction

- A. The parties acknowledge that time is of the essence in the completion of the **Project**.
- B. **County** shall complete all construction for the Project within twelve (12) months of the Effective Date. If construction has not commenced within twelve (12) months after the Effective Date, this Agreement becomes null and void.
- C. If construction has commenced and is not complete within twelve (12) months of the Effective Date, **County** shall provide **Railway** a timeline for the completion of the construction. **Railway** will review and determine if amendments to the terms of this Agreement, including **Exhibit B**, or supplemental agreements are required prior to the completion of construction.

X. Indemnity

As a material inducement for entering into this Agreement, and without which **Railway** would not enter into the same, **County** covenants and agrees that:

- A. **COUNTY** SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS RAILWAY, ITS PARENTS, AFFILIATES, SUBSIDIARIES, AND THE OFFICERS, DIRECTORS, SHAREHOLDERS, AGENTS AND EMPLOYEES OF EACH ("RAILWAY INDEMNITEES") FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITIES OF EVERY KIND (INCLUDING REASONABLE ATTORNEYS' FEES, COURT COSTS, AND OTHER EXPENSES RELATED THERETO) FOR INJURY TO OR DEATH OF A PERSON OR FOR LOSS OF OR DAMAGE TO ANY PROPERTY WHATSOEVER (INCLUDING BUT NOT LIMITED TO PROPERTY OWNED BY OR IN THE CARE, CUSTODY, OR CONTROL OF **RAILWAY** INDEMNITEES, **COUNTY** OR ITS DESIGNEES), ARISING OUT OF OR IN CONNECTION WITH ANY WORK DONE, ACTION TAKEN OR PERMITTED BY THE **COUNTY**, ITS CONTRACTORS, AGENTS OR EMPLOYEES UNDER THIS AGREEMENT AND/OR IN ANY WAY ARISING UNDER OR RELATED TO THE **PROJECT** OR THIS AGREEMENT.

IT IS THE EXPRESS INTENTION OF **COUNTY** AND **RAILWAY** THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH, TO THE FULLEST EXTENT PERMITTED BY LAW, INDEMNIFIES **RAILWAY** INDEMNITEES FOR THEIR OWN NEGLIGENCE, WHETHER THAT NEGLIGENCE IS ACTIVE OR PASSIVE, OR IS THE SOLE OR A CONCURRING CAUSE OF THE INJURY, DEATH OR DAMAGE; PROVIDED THAT SAID INDEMNITY SHALL NOT PROTECT **RAILWAY** INDEMNITEES FROM LIABILITY FOR DEATH, INJURY OR DAMAGE ARISING SOLELY OUT OF THE CRIMINAL ACTIONS OF RAILWAY INDEMNITEES. IT IS STIPULATED BY THE PARTIES THAT **RAILWAY** INDEMNITEES OWE NO DUTY TO **COUNTY**, ITS CLIENT, OR THEIR DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR INVITEES TO PROVIDE A REASONABLY SAFEWORK PLACE AND THAT ALL PARTIES ENTERING ONTO RAILWAY PROPERTY DO SO AT THEIR SOLE RISK.

- B. **County** shall be responsible for all damages and expenses on account of injuries, (including death) to, and property damage of, any of its employees, agents, subcontractors or representatives while on the property of **Railway** and shall indemnify, defend and hold **Railway** Indemnitees harmless from all claims of damage or suits which may arise, except and only to the extent that such claims, losses, damages or expenses are caused by the gross negligence of **Railway** Indemnitees.
- C. IN NO EVENT SHALL **RAILWAY** INDEMNITEES OR **COUNTY** BE LIABLE TO THE OTHER FOR ANY PUNITIVE, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES.

XI. Cancellation of Project; Termination of Agreement: Remedies

- A. If **County** determines it is necessary to cancel the **Project** for any reason, **County** may terminate this Agreement by delivery of written notice to **Railway**. Upon **Railway's** receipt of such notice, **Railway** shall proceed to stop work.
- B. **County** shall reimburse **Railway** for (i) all reasonable costs and expenses incurred in returning **Railway's** property to its original condition to **Railway's** reasonable satisfaction, and (ii) any of **Railway's** expenses incurred in connection with its provision of flagging and protective services up until the time of termination.

- C. Any delays in or failure of performance by either party under this Agreement will not constitute default or give rise to any claims for damages or penalties if the delay or failure is directly caused by a **Force Majeure Event**. A "**Force Majeure Event**" means any of the following and any other event, which are events, circumstances, or conditions beyond the reasonable control of the parties, including, without limitation, acts of God, riots, wars (whether declared or not), equipment malfunction, derailments, civil disturbances, civil disobedience, insurrections, acts of terrorism, sabotage, rockslides, landslides, snowslides, avalanches, earthquakes, explosions, floods, fire, underground damage, lightning, sustained abnormal weather conditions or other natural catastrophes and/or strikes, work slowdown, lockouts or other industrial disturbances, pandemics, epidemics, health emergencies, viruses (e.g. SARS Cov-2), disease (e.g. COVID-19), plague, changes in law or regulations, quarantine, travel restrictions, differing or unforeseeable site conditions, acts of governmental agencies or authorities (whether or not such acts are made in response to other **Force Majeure Events**), whether or not of a similar kind or nature to any of the foregoing. The parties agree that a **Force Majeure Event** does not include economic hardship, changes in market conditions, or insufficiency of funds. Under no circumstances shall an obligation to pay monies owed under this Agreement be delayed, deferred, postponed or excused by a **Force Majeure Event**.

XII. General Provisions

SOLE BENEFIT. This Agreement is intended for the sole benefit of the parties hereto. Nothing in this Agreement is intended or may be construed to give any person, firm, corporation, or other entity, other than **Railway** Indemnitees, the parties' successors and permitted assigns, any right or benefit pursuant to any provision or term of this Agreement, and all provisions and terms of this Agreement are and will be for the sole and exclusive benefit of the parties to this Agreement.

WAIVER. Any waiver at any time by one party of a breach hereof by the other party will extend only to the particular breach so waived and will not impair or affect the existence of any provision, condition, obligation, or requirement of this Agreement or the right of either party hereto thereafter to avail itself of any rights under this Agreement with respect to a subsequent breach. No provision of this Agreement shall be waived by any act or knowledge of the parties hereto, but only by a written instrument signed by the party waiving a right hereunder.

SEVERABILITY. If any part of this Agreement is determined to be invalid, illegal or unenforceable, such determination shall not affect the validity, legality or enforceability of any other part of this Agreement and the remaining parts of this Agreement shall be enforced as if such invalid, illegal or unenforceable part were not contained herein.

MERGER. This Agreement and the exhibits attached hereto contain the entire agreement of the parties with respect to the subject matter of this Agreement, and supersede all prior negotiations, agreements and understandings with respect thereto, written or oral.

AMENDMENT. No provision of this Agreement shall be modified without the written concurrence of the parties hereto.

HEADINGS. The headings of the Sections of this Agreement are inserted for convenience only and are not intended to govern, limit or aid in the construction of any term or provision of this Agreement.

RE Contract: _____

Co. Project# 1669

DOT#: 866808J

CONSTRUCTION OF TERMS. The terms of this Agreement have been arrived at after mutual negotiation and, therefore, it is the intention of the parties that its terms be not construed against any of the parties by reason of the fact that it was prepared by one of the parties.

GOVERNING LAW. This Agreement will be construed in accordance with the laws of the state where the work is performed.

COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which may be deemed an original for any purpose.

SURVIVAL. County's and Railway's indemnity obligations shall survive the expiration or termination of this Agreement along with any other right or obligation that is, by its express terms or nature and context, intended to survive.

The following is a list of the attachments:

Exhibit A – Project Plan Set

Exhibit B – Rail Services Cost Estimate

Exhibit C – Insurance Requirements

Attachment 1 – G&W Code of Ethics and Conduct

Attachment 2 – Roadway Worker Protection Training Policy

Attachment 3 – Contractor Safety Rules

RE Contract: _____

Co. Project# 1669

DOT#: 866808J

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year hereinafter written.

WITNESS:

Lowndes County Board of Commissioners

Authorized Representative Signature

Authorized Representative (print) / Title

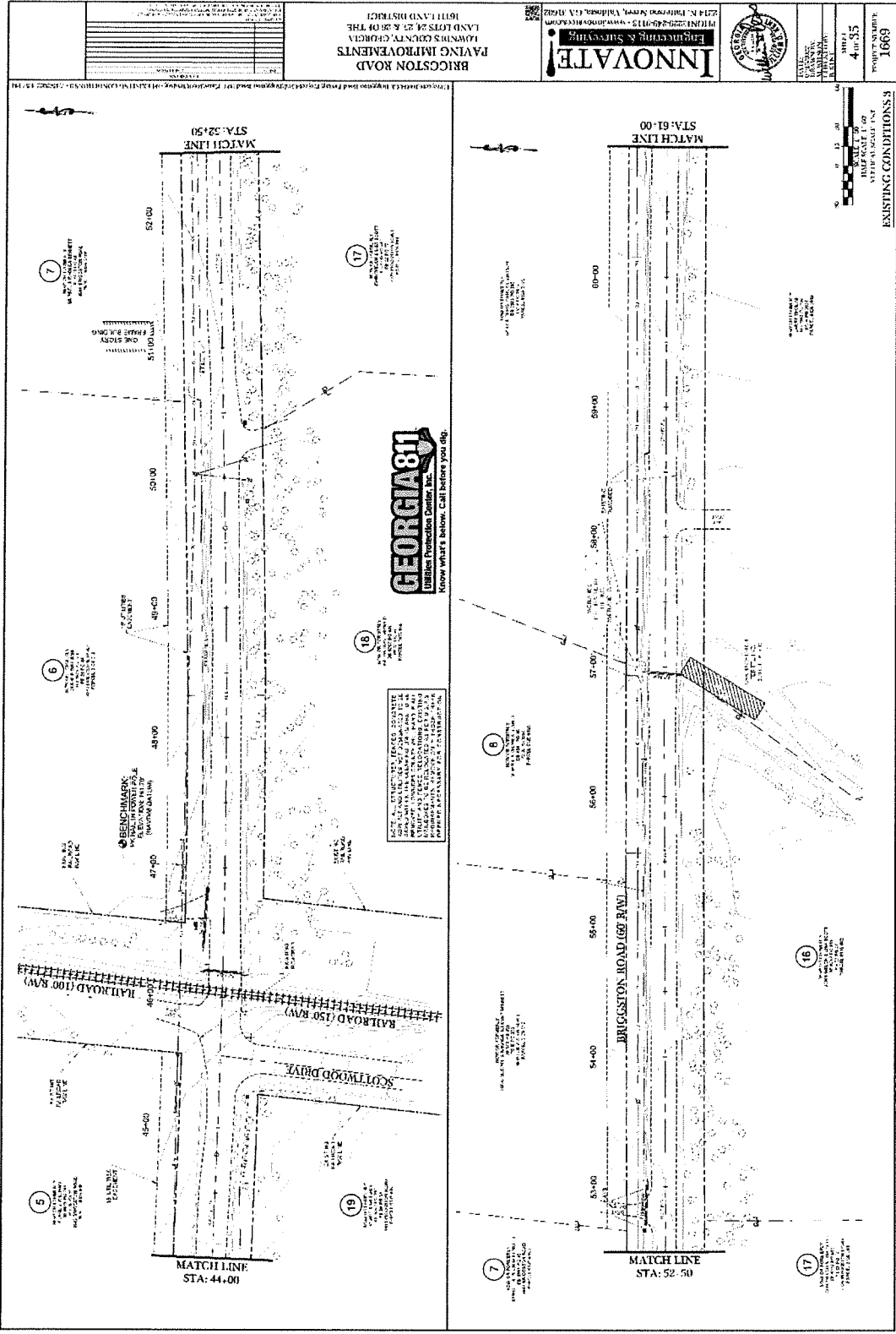
WITNESS:

Valdosta Railway, L.P.

Authorized Representative Signature

Authorized Representative (print) / Title

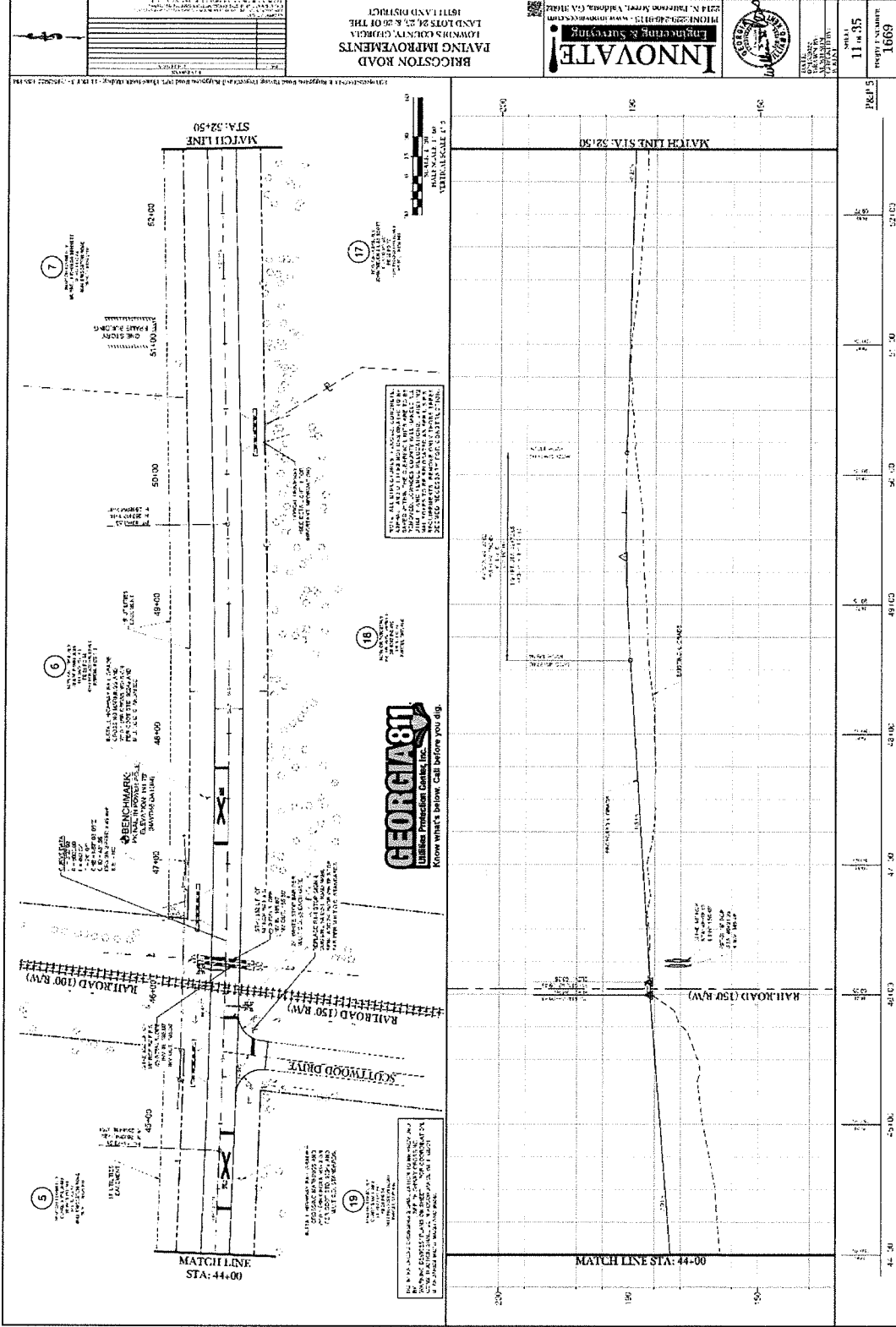
RE Contract: _____
 Co. Project# 1669
 DOT PID# INVA



RE Contract:

Co. Project#: 1669

DOT PID#: [N/A]



RE Contract: _____

Co. Project# 1669

DOT PID#: [N/A]

Exhibit B Rail Services Cost Estimate

Force Account Estimate

OOM

Railroad:	Valdosta Railway, LP (VR)	Region:	Southern
Agency:	Lowndes County	State:	Georgia
DOT #:	866808J	COUNTY:	Lowndes
ROADWAY:	Briggston Road	CITY:	Near Valdosta
DESCRIPTION:	Oversight and engineering of the proposed installation of automated warning devices and the full depth construction of the at grade surface (32.5) at the subject at grade rail crossing		
AGENCY PROJECT NUMBER:	TBD	ESTIMATE SUBJECT TO REVISION AFTER:	01/23/23

PRELIMINARY ENGINEERING:

Railroad Administration	-
Railroad Field Services	\$ -
Legal Review	\$ -
GEC Engineering Services	\$ 19,643
Subtotal	\$ 19,643

CONSTRUCTION & CLOSEOUT:

Railroad Administration	\$ -
Railroad Field Services	\$ -
GEC Engineering Services	\$ 12,030
Subtotal	\$ 12,030

FLAGGING SERVICE:

	Rate	
Railroad Flagmen Services	\$ 1,200.00	\$ 7,200
Contracted Flagmen Services	\$ -	\$ -
Subtotal		\$ 7,200

UTILITY WORK:

Power Service	\$ -
Other	\$ -
Subtotal	\$ -

CONTRACT WORK (Crossing Signal):

Design	\$ 3,000
Material	\$ 137,000
Labor	\$ 79,000
Subtotal	\$ 219,000

CONTRACT WORK (Crossing Surfacing):

Design	\$ -
Material	\$ 79,000
Labor	\$ 61,797
Subtotal	\$ 140,797

OUTSIDE SERVICES:

Specialized Equipment Rental	\$ -
Asphalt Paving (In Place)	\$ -
Disposal of Waste Materials	\$ -
Maintenance of Traffic	\$ -
Subtotal	\$ -

SALVAGE:

Rail	0	NT	\$ -
OTM	0	NT	\$ -
Subtotal		Subtract from Total	\$ -

RAILROAD TRACK: LABOR

	Rate	
Traffic Control	\$ -	\$ -
Remove Existing Crossing	\$ -	\$ -
Renew Cross Ties	\$ -	\$ -
Renew Rail	\$ -	\$ -
Install OTM	\$ -	\$ -

RE Contract: _____

Co. Project# 1669

DOT PID#: [N/A]

Install Field Welds	0	MAN-HRS	\$ -	\$ -
Install Geo-Textile Fabric	0	MAN-HRS	\$ -	\$ -
Install Sub-Drains	0	MAN-HRS	\$ -	\$ -
Install Ballast	0	MAN-HRS	\$ -	\$ -
Line and Surface	0	MAN-HRS	\$ -	\$ -
Install Crossing Materials	0	MAN-HRS	\$ -	\$ -
Install Bituminous Pavement	0	MAN-HRS	\$ -	\$ -
Subtotal				\$ -

RAILROAD TRACK: Material

			Rate	
Cross Ties, Main Line	0	EA	\$ -	\$ -
Cross-tie - Borate	0	EA	\$ -	\$ -
Crossties, 10' Length	0	EA	\$ -	\$ -
Tie plates	0	EA	\$ -	\$ -
Rail, 136RE, New	0	LF	\$ -	\$ -
Misc. OTM	0	LOT	\$ -	\$ -
Geo-Textile Fabric	0	RL	\$ -	\$ -
Sub-Drains	0	LF	\$ -	\$ -
Ballast - Car load	0	NT	\$ -	\$ -
Ballast - Trucked in	0	NT	\$ -	\$ -
Field Welds	0	EA	\$ -	\$ -
Concrete Full Width	0	TF	\$ -	\$ -
Concrete/Rubber Xing	0	TF	\$ -	\$ -
Rubber Crossing, Full Depth	0	TF	\$ -	\$ -
Timber/Asphalt Crossing	0	TF	\$ -	\$ -
Bituminous Material	0	NT	\$ -	\$ -
Sales Tax on Material				\$ -
Material Handling	15.00%			\$ -
Subtotal				\$ -

RAILROAD SIGNAL WORK:

Material - Field & Consumables		\$ -
Construction Labor		\$ -
Equipment Expense		\$ -
Waste Management		\$ -
Contract Engineering		\$ -
Freight		\$ -
AC Power Service		\$ -
Other		\$ -
Sales Tax on Material		\$ -
Material Handling	15.00%	\$ -
Subtotal	Subtotal	\$ -

PROJECT SUBTOTAL:

		\$ 398,670
Public Project Admin:	0.00%	\$ -
Contingencies:	10.00%	\$ 39,867

PROJECT TOTAL:

	*****	\$ 438,537
CURRENT AUTHORIZED BUDGET:	*****	\$ -
TOTAL SUPPLEMENT REQUESTED:	*****	\$ 438,537

DIVISION OF COST:

Agency	100.00%	\$ 438,537
Railroad	0.00%	\$ -

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

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

Estimated prepared by: TJD Approved by: Public Project Department (PPD)
 DATE: 07/27/22 REVISED: 07/27/22 DATE: 07/27/22

Exhibit C
Insurance Requirements

The coverages and limits required hereunder shall include the liability assumed by the named insured under the indemnification provisions contained in the Agreement between the Agency and Railway covering work to be performed upon or adjacent to Railway's property **Mile Post 19.80**: summarized herein below for convenience:

TO THE FULLEST EXTENT PERMITTED BY LAW, AGENCY SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS RAILWAY, ITS PARENTS, AFFILIATES, SUBSIDIARIES, AND THE OFFICERS, DIRECTORS, SHAREHOLDERS, AGENTS AND EMPLOYEES OF EACH ("RAILWAY INDEMNITEES") FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITIES OF EVERY KIND (INCLUDING REASONABLE ATTORNEYS' FEES, COURT COSTS, AND OTHER EXPENSES RELATED THERETO) FOR INJURY TO OR DEATH OF A PERSON OR FOR LOSS OF OR DAMAGE TO ANY PROPERTY, ARISING OUT OF OR IN CONNECTION WITH ANY WORK DONE, ACTION TAKEN OR PERMITTED BY AGENCY, ITS SUBCONTRACTORS, AGENTS OR EMPLOYEES UNDER THIS AGREEMENT.

IT IS THE EXPRESS INTENTION OF AGENCY AND RAILWAY THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH, TO THE FULLEST EXTENT PERMITTED BY LAW, INDEMNIFIES RAILWAY INDEMNITEES FOR THEIR OWN NEGLIGENCE, WHETHER THAT NEGLIGENCE IS ACTIVE OR PASSIVE, OR IS THE SOLE OR A CONCURRING CAUSE OF THE INJURY, DEATH OR DAMAGE; PROVIDED THAT SAID INDEMNITY SHALL NOT PROTECT RAILWAY INDEMNITEES FROM LIABILITY FOR DEATH, INJURY OR DAMAGE ARISING SOLELY OUT OF THE CRIMINAL ACTIONS OF RAILWAY INDEMNITEES. IT IS STIPULATED BY THE PARTIES THAT RAILWAY INDEMNITEES OWE NO DUTY TO AGENCY, ITS CLIENT, OR THEIR DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR INVITEES TO PROVIDE A REASONABLY SAFE WORKPLACE AND THAT ALL PARTIES ENTERING ONTO RAILWAY PROPERTY DO SO AT THEIR SOLE RISK.

Without limiting the obligations of Agency in the foregoing paragraphs of this Exhibit C, the parties agree that the following coverages are material requirements of this Agreement and such coverages shall not be limited by Agency's inability to indemnify and hold harmless Railroad Indemnitees under applicable laws and regulations:

- (a) Agency shall, at its own cost and expense, prior to entry onto the property of Railway (the "Property") or the commencement of any work pursuant to this Agreement, procure and thereafter maintain throughout the term of this Agreement the following types and minimum amounts of insurance:
- (i) Agency shall maintain Public Liability or Commercial General Liability Insurance ("CGL") including Contractual Liability Coverage and CG 24 17 "Contractual Liability-Railroads" endorsement, covering all liabilities assumed by Agency under this Agreement, without exception or restriction of any kind, with a combined single limit of no less than two million dollars (\$2,000,000) for bodily injury and/or property damage liability per occurrence, and an aggregate limit of no less than six million dollars (\$6,000,000) per annual policy period. Such insurance policy shall be endorsed to provide a Waiver of Subrogation in favor of Railway Indemnitees and shall name Railway Indemnitees as Additional Insureds. An Umbrella or Excess policy may be utilized to satisfy the required limits of liability under this section but must "follow form" and afford no less coverage than the primary policy.
 - (ii) Agency shall maintain Commercial Automobile Insurance for all owned, non-owned and hired vehicles with a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and/or property damage liability per occurrence. Such insurance policy shall be endorsed to provide a waiver of

- subrogation in favor of Railway Indemnitees and shall name Railway Indemnitees as Additional Insureds.
- (iii) Agency shall maintain Statutory Workers' Compensation and Employers' Liability Insurance for its employees (if any) with minimum limits of no less than one million dollars (\$1,000,000) for bodily injury by accident, each accident; one million dollars (\$1,000,000) for bodily injury by disease, policy limit; one million dollars (\$1,000,000) for bodily injury by disease, each employee. Such insurance policy shall be endorsed to provide a waiver of subrogation in favor of Railway Indemnitees.
 - (iv) Prior to construction within fifty (50) feet of the Railway's tracks, Agency shall purchase Railroad Protective Liability Insurance naming Railway Indemnitees as the named insureds with limits of two million dollars (\$2,000,000) each occurrence and six million dollars (\$6,000,000) aggregate limit. The policy shall be issued on a standard ISO form CG 00 35 12 03 or, if available, obtain such coverage from Railway.
- (b) The following general insurance requirements shall apply:
- (i) The specified insurance policies must be affected under standard form policies underwritten by insurers licensed in the state where work is to be performed and carry a minimum Best's rating of "A-" and size "Class VII" or better. Railway reserves the right to reject as inadequate any insurance coverage provided by an insurer that is rated less than the ratings specified in this section.
 - (ii) All coverages shall be primary and non-contributory to any insurance coverages maintained by Railway Indemnitees.
 - (iii) All insurance policies shall be endorsed to provide Railway with thirty (30) days prior written notice of cancellation, non-renewal or material changes.
 - (iv) Agency shall provide Railway with certificates of insurance evidencing the insurance coverages, terms and conditions required prior to commencement of any activities on or about the Property. Said certificates should reference this Agreement by date and description and shall be furnished to Railway at the following address, or to such other address as Railway may hereafter specify:

Valdosta Railway, L.P.
Attn: Kristine Storm
13901 Sutton Park Drive South, Suite 270
Jacksonville, Florida 32224
 - (v) If any policies providing the required coverages are written on a Claims-Made basis, the following shall apply:
 - a. The retroactive date shall be prior to the commencement of work.
 - b. Agency shall maintain such policies on a continuous basis.
 - c. If there is a change in insurer or policies are cancelled or not renewed, Agency shall purchase an extended reporting period of not less than three (3) years after the Agreement expiration or termination date.
 - d. Agency shall arrange for adequate time for reporting of any loss under this Agreement.
- c. Railway may require Agency to purchase additional insurance if Railway reasonably determines that the amount of insurance then being maintained by Agency is insufficient in light of all relevant factors. If Agency is required to purchase additional insurance, Railway will notify Agency. Failure of Agency to comply within thirty (30) days shall be considered a default subject to termination of the Agreement.
- d. Furnishing of insurance by Agency shall not limit Agency's liability under this Agreement but shall be additional security therefor.

RE Contract: _____

Co. Project# 1669

DOT PID#: [N/A]

e. The above indicated insurance coverages shall be enforceable by any legitimate claimant after the termination or cancellation of this Agreement, or any amendment hereto, whether by expiration of time, by operation of law or otherwise, so long as the basis of the claim against the insurance company occurred during the period of time when the Agreement was in effect and the insurance was in force.

f. Failure to provide the required insurance coverages or endorsements (including contractual liability endorsement) or adequate reporting time shall be at Agency's sole risk

g. If contractors are utilized by Agency, Agency agrees to require all such contractors to comply with the insurance requirements of this Exhibit C.

Agency shall keep said insurance in full force and effect until all work to be performed upon or adjacent to the Property under this Agreement is completed to the satisfaction of and accepted by Railroad and thereafter until Agency has fulfilled the provisions of this Agreement with respect to the removal of tools, equipment and materials from the Property.

RE Contract: _____

Co. Project# 1669

DOT PID#: [N/A]

Attachment 1

GW I CODE OF ETHICS AND CONDUCT

GW I Code of Ethics and Conduct: This document is located online at

[https:// gwrr.com/about_us/code-of-ethics](https://gwrr.com/about_us/code-of-ethics)

I certify that I have reviewed and understand the GW I Code of Ethics and Conduct and agree to abide by this Code for the duration of this Agreement while performing services for Valdosta Railway, L.P.

Lowndes County Board of Commissioners, or its Contractor

Printed Name, Title

Signature

Date

Attachment 2

ROADWAY WORKER PROTECTION TRAINING POLICY

Railroad and Contractor have a mutual interest in providing a safe workplace for the employees of both parties and in maintaining the integrity and security of Railroad's facilities and property (the "Property"). To help ensure this goal, Railroad has instituted a training program for all employees of Contractor or its subcontractor(s) seeking admission to the Property (the "Program"). These employees must successfully complete the Program. Contractor shall cause its employees, and shall cause its subcontractor to require its employees, to successfully complete the Program on an annual basis, at their sole cost and expense, prior to their admission onto the Property. The Program will be available on-line and administered by a third party on behalf of GWI. The cost per employee certification attempt is \$75.00 USD, payable via credit or purchasing card.

To access the G&W Roadway Worker Protection Training for Railroad Contractors Course on the RWT On-Line Portal please follow these instructions:

- Start at website <https://railpros.com/training/>
- Click on the "Online Training" button
- Select the G&W course by clicking on the course name or simply add to cart
- If creating an account for multiple people, adjust the quantity purchased to match the tests needed
- Create an account as a new user or use previous login information
- A username will be assigned after an account is created
- Fill out all of the fields on the payment page and submit
- You will be asked if this is for you or someone else, if it is for your use select you. If it is for members of your team, enter the name and contact information of those that will be taking the test
- After receiving the username and password go back to the On-Line University page and select the G&W course again
- Complete the registration process and training

All employees of the Contractor or its subcontractor(s) will be required to submit a copy of their training certification to the railroad personnel managing the applicable project.

RE Contract: _____

Co. Project# 1669

DOT PID#: [N/A]

Attachment 3

Contractor Safety Rules

Contractor Safety Rules can be found at: <https://www.gwrr.com/wp-content/uploads/2021/05/GWI-Contractor-Safety-Rules.pdf>

±
The undersigned has read and understands these Genesee & Wyoming “Safety Guidelines for Contractors and Non-GWRR Personnel”:

Printed Name, Title

Signature

Date

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: Extraterritorial Extension of Water and Sewer Services Parcel
0050 032 and 0050 033

DATE OF MEETING: September 13, 2022

Work Session/Regular Session

BUDGET IMPACT: \$0.00

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: Extraterritorial Extension of Water and Sewer Services Parcel 0050 032
and 0050 033

HISTORY, FACTS AND ISSUES: The subject property is depicted on the attached maps. It is assigned tax map and parcel numbers 0050 032 and 0050 033. It is owned by the City of Hahira. It is used for a sewage disposal sprayfield.

Hahira recently annexed the property into its city limits. The property, however, remains in the County's water and sewer service areas.

The 2008 SDS Agreement provides, "Any party may make an extraterritorial extension of water and sewer services upon approval of the affected party." If the County approves an extraterritorial extension of Hahira water and sewer services, the property will be in Hahira's water and sewer service areas. Hahira approves the property being in its water and sewer service areas.

An extraterritorial extension of Hahira water and sewer services to the property will not negatively affect the County's plans for the provision of water and sewer services in the area.

A proposed letter from Chairman Slaughter to Mayor Cain communicating the Board of Commissioners' approval of an extraterritorial extension of Hahira water and sewer services to the property is attached.

Staff recommends approving the extraterritorial extension of Hahira water and sewer services to the property and authorize Chairman Slaughter to sign and deliver the attached letter to Mayor Cain.

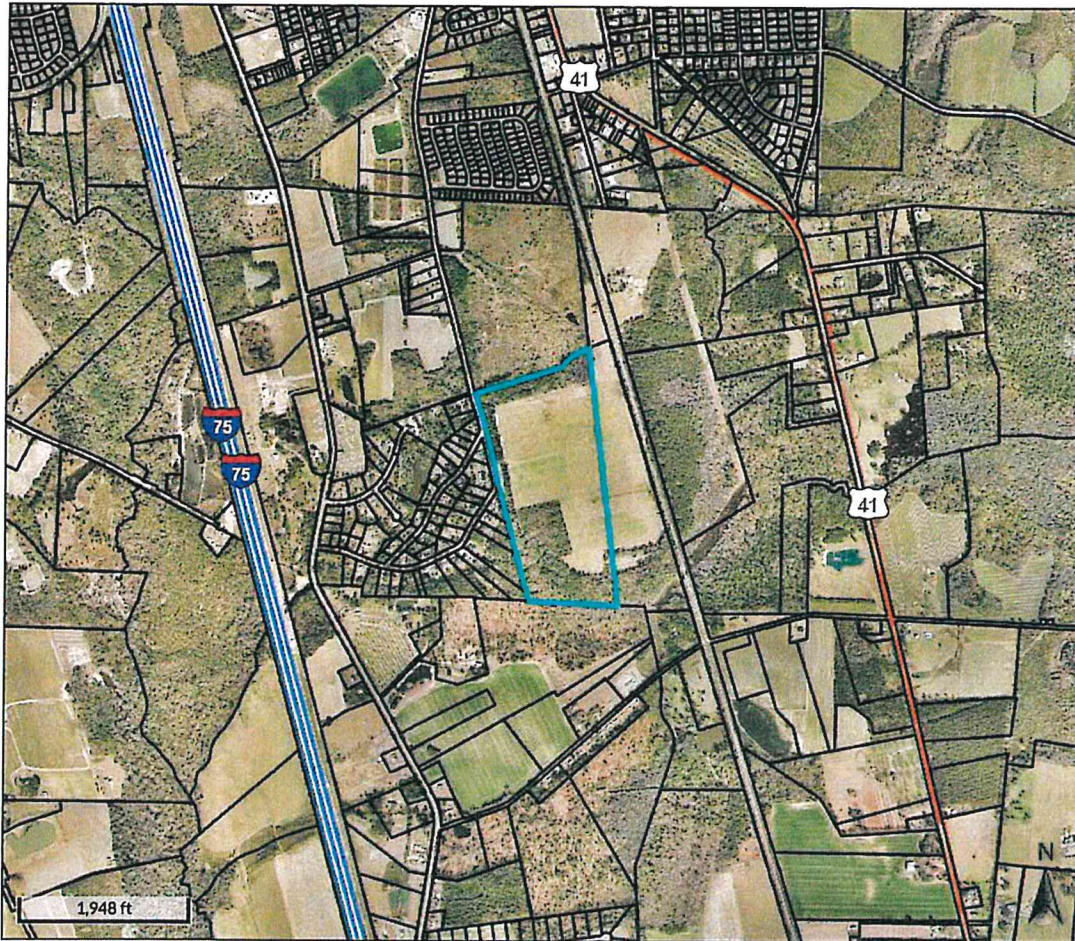
OPTIONS: 1. Approve an extraterritorial extension of Hahira water and sewer services to the property and authorize Chairman Slaughter to sign and deliver the attached letter to Mayor Cain.
2. Board's Pleasure

RECOMMENDED ACTION: Approve

DEPARTMENT: Utilities

DEPARTMENT HEAD: Steve Stalvey

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:



Overview



Legend

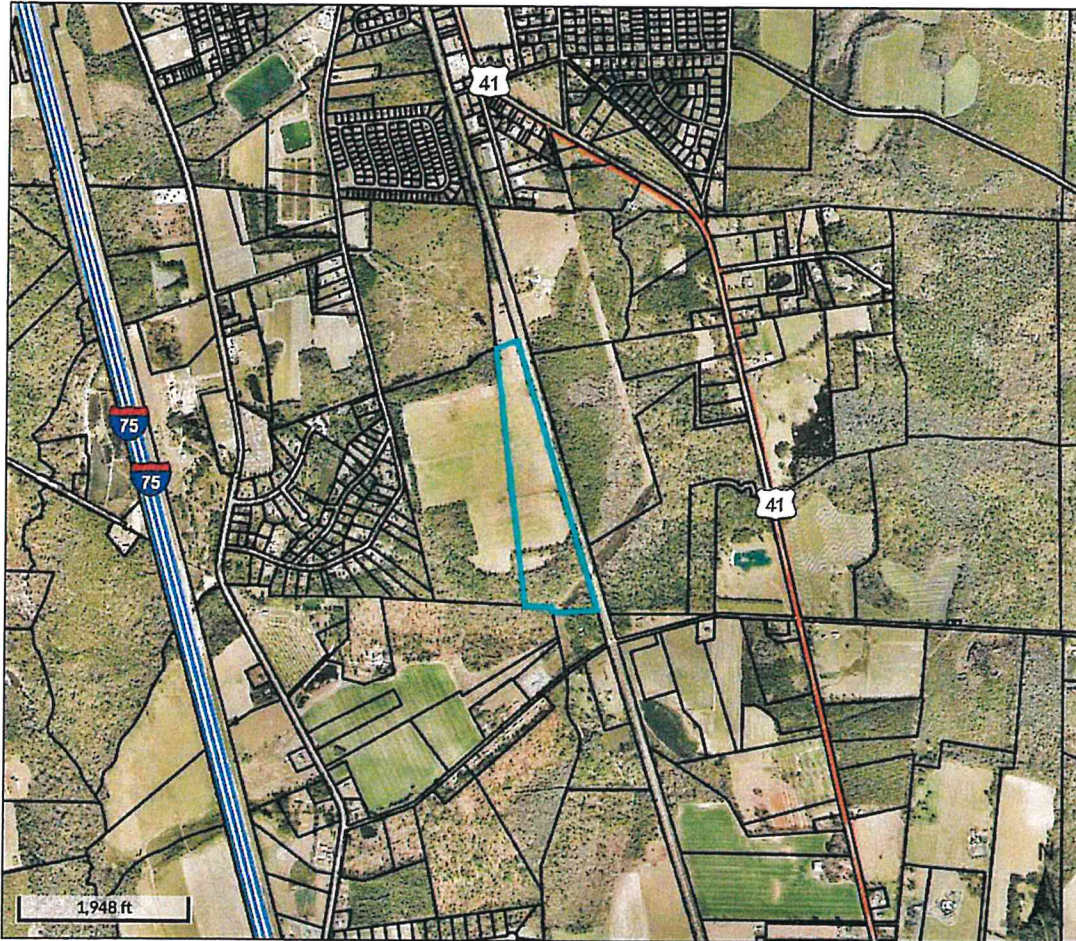
- Parcels
- Roads

Parcel ID	0050032	Owner	HAHIRA CITY OF	Last 2 Sales			
Class Code	Exempt		102 S CHURCH ST	Date	Price	Reason	Qual
Taxing District	08-Hahira		HAHIRA, GA 31632	9/10/1991	\$100410	3	U
	Hahira	Physical Address	n/a	n/a	0	n/a	n/a
Acres	66.92	Assessed Value	Value \$445137				

(Note: Not to be used on legal documents)

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Overview



Legend

- Parcels
- Roads

Parcel ID	0050 033	Owner	HAHIRA CITY OF GEORGIA	Last 2 Sales			
Class Code	Exempt		102 S CHURCH ST	Date	Price	Reason	Qual
Taxing District	08-Hahira		HAHIRA, GA 31632	9/19/1991	0	18	U
	Hahira	Physical Address	n/a	n/a	0	n/a	n/a
Acres	39.43	Assessed Value	Value \$254884				

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*Lowndes County
Board of Commissioners*

Bill Slaughter, Chairman



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

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

September 14, 2022

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

Re: Extraterritorial Extension of Water and Sewer Services to Parcel Nos. 005 032 and 050 033

Mayor Cain:

The Board of Commissioners has approved an extraterritorial extension of water and sewer services by Hahira into Lowndes County's service water and sewer areas for the purpose of Hahira's providing water and sewer services to the property assigned Map and Parcel Numbers 005 032 and 050 033 owned by Hahira.

Hahira recently annexed the property into its city limits. The property, however, remained in the County's water and sewer service areas.

For Hahira to provide water and sewer services to the property, the County has approved an extraterritorial extension of Hahira 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."

An extraterritorial extension of Hahira water and sewer services to the property will not negatively affect the County's plans for the provision of water and sewer services in the area.

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

Please let me know if you have any questions.

Sincerely,

Bill Slaughter
Chairman

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: Extraterritorial Extension Water and Sewer Services – Parcel No.
149A 036D

DATE OF MEETING: September 13, 2022

Work Session/Regular Session

BUDGET IMPACT: \$0.00

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: Extraterritorial Extension Water and Sewer Services – Parcel No. 149A
036D

HISTORY, FACTS AND ISSUES: The subject property is depicted on the attached map. It is assigned tax map and parcel number 149A 036D. It is owned by the 3833 Inner Perimeter Rd Storage LLC. It is used as a self-storage facility.

The property is in the unincorporated area. It is also in the County's water and sewer service areas. Valdosta has, however, begun providing 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." If the County approves an extraterritorial extension of Valdosta water and sewer services, the property will be in Valdosta's water and sewer service areas. The owner approves the property being in Valdosta's water and sewer service areas.

An extraterritorial extension of Valdosta's water and sewer services to the property will not negatively affect the County's plans for the provision of water and sewer services in the area.

A proposed letter from Chairman Slaughter to Mayor Matheson communicating the Board of Commissioners' approval of an extraterritorial extension of Valdosta water and sewer services to the property is attached.

Staff recommends approving the extraterritorial extension of Valdosta water and sewer services to the property and authorize Chairman Slaughter to sign and deliver the attached letter to Mayor Matheson.

- OPTIONS: 1. Approve an extraterritorial extension of Valdosta water and sewer services to the property and authorize Chairman Slaughter to sign and deliver the attached letter to Mayor Matheson.
2. Board's Pleasure

RECOMMENDED ACTION: Approve

DEPARTMENT: Utilities

DEPARTMENT HEAD: Steve Stalvey

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:



Overview



Legend

- Parcels
- Roads

<p>Parcel ID 0149A 036D</p> <p>Class Code Commercial</p> <p>Taxing District 02-Lowndes County Lowndes County</p> <p>Acres 7.41</p>	<p>Owner 3833 INNER PERIMETER RD STORAGE LLC</p> <p>2298 MOUNT PLEASANT ST CHARLESTON, SC 29403</p> <p>Physical Address 3833 INNER PERIMETER RD</p> <p>Assessed Value Value \$2091200</p>	<p>Last 2 Sales</p> <table border="0"> <thead> <tr> <th>Date</th> <th>Price</th> <th>Reason</th> <th>Qual</th> </tr> </thead> <tbody> <tr> <td>5/27/2021</td> <td>0</td> <td>DG</td> <td>U</td> </tr> <tr> <td>5/3/2021</td> <td>\$560000</td> <td>LM</td> <td>Q</td> </tr> </tbody> </table>	Date	Price	Reason	Qual	5/27/2021	0	DG	U	5/3/2021	\$560000	LM	Q
Date	Price	Reason	Qual											
5/27/2021	0	DG	U											
5/3/2021	\$560000	LM	Q											

(Note: Not to be used on legal documents)

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*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

September 14, 2022

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

Re: Extraterritorial Extension of Water and Sewer Services to Parcel No. 149 036D

Mayor Matheson:

The Board of Commissioners has approved an extraterritorial extension of water and sewer services by Valdosta into Lowndes County's service water and sewer areas for the purpose of Valdosta's providing water and sewer services to the property assigned Map and Parcel Number 149A 036D owned by 3833 Inner Perimeter Rd Storage LLC.

The property is in the unincorporated area. It was also in the County's water and sewer service areas. Valdosta has, however, begun providing water and sewer services to the property.

For Valdosta to provide water and sewer services to the property, the County has approved an extraterritorial extension of Valdosta 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."

An extraterritorial extension of Valdosta water and sewer services to the property will not negatively affect the County's plans for the provision of water and sewer services in the area.

The 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

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: Extraterritorial Extension of Water and Sewer Services – Parcel
No. 132D 001

DATE OF MEETING: September 13, 2022

Work Session/Regular Session

BUDGET IMPACT: \$0.00

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: Extraterritorial Extension of Water and Sewer Services – Parcel No. 132D
001

HISTORY, FACTS AND ISSUES: The subject property is depicted on the attached map. It is assigned tax map and parcel number 132D 001. It is owned by Southern Gateway LLC. It is undeveloped.

The property is in the city limits of Valdosta. It is, however, in the County's water and sewer service areas.

The 2008 SDS Agreement provides, "Any party may make an extraterritorial extension of water and sewer services upon approval of the affected party." If the County approves an extraterritorial extension of Valdosta water and sewer services, the property will be in Valdosta's water and sewer service areas.

An extraterritorial extension of Valdosta's water and sewer services to the property will not negatively affect the County's plans for the provision of water and sewer services in the area.

A proposed letter from Chairman Slaughter to Mayor Matheson communicating the Board of Commissioners' approval of an extraterritorial extension of Valdosta water and sewer services to the property is attached.

Staff recommends approving the extraterritorial extension of Valdosta water and sewer services to the property and authorize Chairman Slaughter to sign and deliver the attached letter to Mayor Matheson.

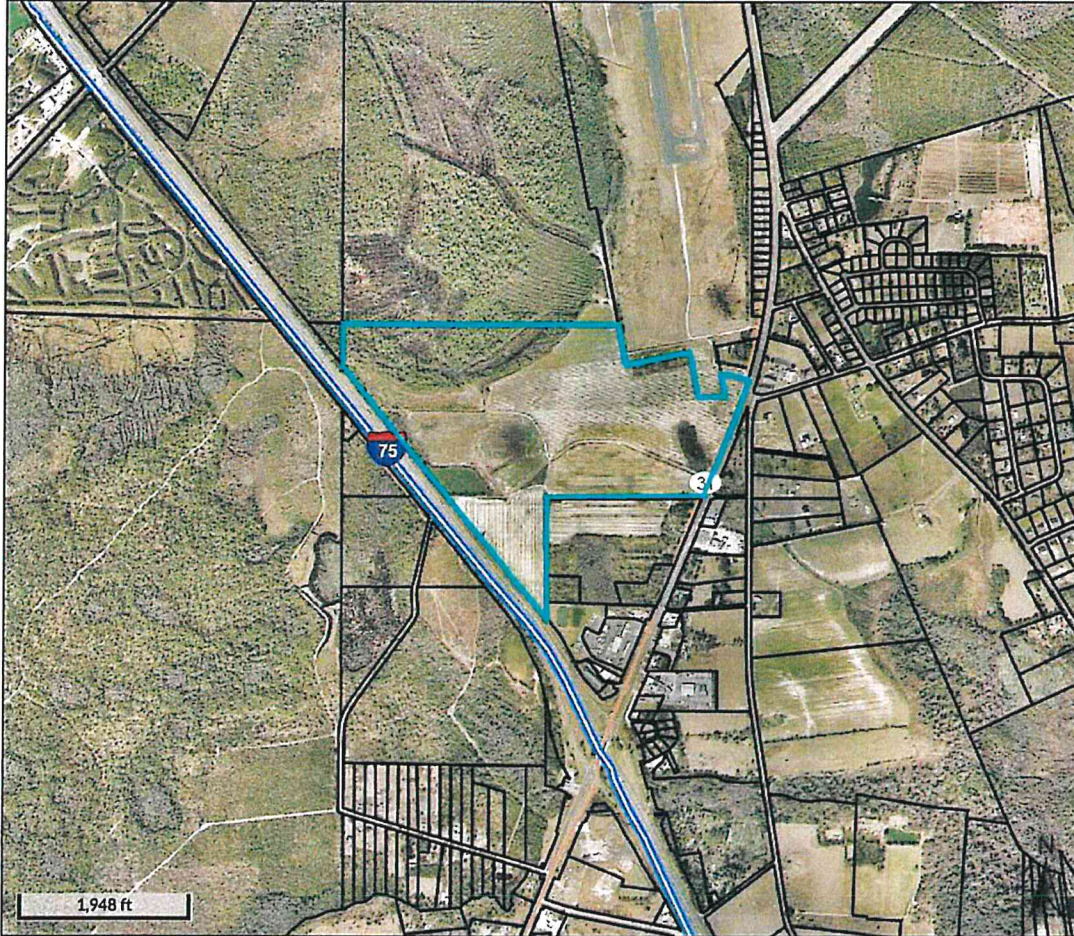
- OPTIONS: 1. Approve the extraterritorial extension of Valdosta water and sewer services to the property and authorize Chairman Slaughter to sign and deliver the attached letter to Mayor Matheson.
2. Board's Pleasure

RECOMMENDED ACTION: Approve

DEPARTMENT: Utilities

DEPARTMENT HEAD: Steve Stalvey

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:



Overview



Legend

- Parcels
- Roads

<p>Parcel ID 0132D 001</p> <p>Class Code Agricultural</p> <p>Taxing District 01-City of Valdosta City of Valdosta</p> <p>Acres 178.58</p> <p><small>(Note: Not to be used on legal documents)</small></p>	<p>Owner SOUTHERN GATEWAY LLC 1612 US HWY 82 TIFTON, GA 31793</p> <p>Physical Address RACE TRACK RD</p> <p>Assessed Value Value \$977175</p>	<p>Last 2 Sales</p> <table border="0"> <thead> <tr> <th>Date</th> <th>Price</th> <th>Reason</th> <th>Qual</th> </tr> </thead> <tbody> <tr> <td>4/6/2021</td> <td>0</td> <td>45</td> <td>U</td> </tr> <tr> <td>2/27/2020</td> <td>0</td> <td>08</td> <td>U</td> </tr> </tbody> </table>	Date	Price	Reason	Qual	4/6/2021	0	45	U	2/27/2020	0	08	U
Date	Price	Reason	Qual											
4/6/2021	0	45	U											
2/27/2020	0	08	U											

Date created: 9/6/2022
Last Data Uploaded: 9/6/2022 7:29:20 AM

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GEOSPATIAL

*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*

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September 14, 2022

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

Re: Extraterritorial Extension of Water and Sewer Services to Parcel No. 132D 001

Mayor Matheson:

The Board of Commissioners has approved an extraterritorial extension of water and sewer services by Valdosta into Lowndes County's service water and sewer areas for the purpose of Valdosta's providing water and sewer services to the property assigned Map and Parcel Number 132D 001 owned by Southern Gateway, LLC.

The property is in the Valdosta city limits. It was, however, in the County's water and sewer service areas.

For Valdosta to provide water and sewer services to the properties, the County has approved 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."

An extraterritorial extension of Valdosta water and sewer services to the property will not negatively affect the County's plans for the provision of water and sewer services in the area.

The 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

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: Griner Lot Improvements

DATE OF MEETING: September 13, 2022

Work Session/Regular Session

BUDGET IMPACT: \$2,542,586.00

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: Griner Lot Improvements

HISTORY, FACTS AND ISSUES: Lowndes County purchased the Griner property located at the corner of Webster Street and North Ashley Street in downtown Valdosta, Georgia in 2009. Staff has been working on a design for the property that will improve parking, improve the esthetics, add greenspace and event space, and increase overall security for Lowndes County Judicial and Administrative Complex. The commission had previously been presented design renderings for the property in previous meetings. The project was advertised for bid and staff received one (1) bid.

Rountree Construction Company - \$2,542,586.00

OPTIONS: 1. Approve Rountree Construction Company as the low bidder and authorize the chairman to sign the contract.
2. Redirect.

RECOMMENDED ACTION: Approve

DEPARTMENT: Engineering

DEPARTMENT HEAD: Chad McLeod, Rachel Thrasher

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

CONTRACT



ENGINEERING DIVISION

327 N. Ashley Street
Valdosta, Georgia 31601

FOR: ENG 2022-01: Griner Park

NOTICE TO DEALERS/VENDORS

1. Any prices bid by dealer/vendor on any items offered to Lowndes County shall be the price effective at the date of delivery.
2. No delivery date of "ASAP" (as soon as possible) shall be considered acceptable on items that have a maximum delivery date listed in the specifications.
3. Lowndes County reserves the right to accept alternate bids on any or all items where maximum delivery date, as listed in the specification, is not met by the dealer/vendor.
4. All shipping is to be FOB Valdosta, GA 31601 and included in the total price unless otherwise stated in the bid document.
5. Signature below of authorized agent for dealer/vendor shall constitute recognition and acceptance of all conditions of the sale as listed above.

Dealer/Vendor

Authorized Agent

GENERAL SPECIFICATIONS

It is the intent of these specifications to furnish Lowndes County with the following requisitioned project, according to the attached. It is clearly understood that the following are minimum specifications and are made in order to show the exact specifications of the work proposed.

Lowndes County reserves the right to accept or reject any or all bids or to choose the bid considered to be in its best interest.

The final decision of purchase will be made upon the award of the Lowndes County Board of Commissioners.

Include the bid number on the outside of your return envelope.

NO BID WILL BE CONSIDERED IF RECEIVED AFTER THE DATE AND TIME SPECIFIED.

CONTRACT DOCUMENTS

FOR

ENG 2022-01: Griner Park

LOWNDES COUNTY ENGINEERING DIVISION

TABLE OF CONTENTS

1. Advertisement / Invitation to Bid
2. Instructions to Bidders
3. Proposal/Lump Sum Bid
4. Notice of Award
5. Contract Agreement
6. Contract Conditions
7. Notice to Proceed
8. Drug-Free Workplace Certification
9. Waiver of Lien
10. Attachment 1 - Contractor Affidavit and Agreement (E-Verify)

INVITATION TO BID

Lowndes County is accepting bids for

Bid # ENG 2022-01: Griner Park

The contract time is **270** calendar days. The Bid Documents may be obtained by emailing wdeloach@lowndescounty.com and requesting the bid documents. The Bid Documents can also be viewed at the Lowndes County Board of Commissioners office, 2nd Floor Engineering Department, 327 N. Ashley Street, Valdosta, Georgia.

There will be a mandatory pre-bid meeting on July 26, 2022 at 10:00 A.M., in the Multi-Purpose Room on the 2nd floor, of the Lowndes County Administration Building, 327 N. Ashley Street.

Lowndes County will receive sealed proposals on this project until September 6, 2022 at 10:00 A.M., in the Multi-Purpose Room on the 2nd floor, of the Lowndes County Administration Building, 327 N. Ashley Street., (229-671-2424) where at such time and place the proposals will be publicly opened and read. A 5% bid bond is required.

All bidders shall be DOT approved contractors.

Run in Valdosta Daily Times July 1, 2022 and July 7, 2022

INSTRUCTIONS TO BIDDERS

1. Proposals must be made upon the form of proposal attached hereto. They must be enclosed in a sealed plain envelope with bid number and endorsed with the title of the proposal, and must be mailed to the Lowndes County Board of Commissioners at 327 N. Ashley Street, Valdosta, Georgia 31601, Attn: County Engineer.
2. The prices shall be written in the proposal in figures. No bidder will be allowed to withdraw his proposal for any reason after the bids have been opened.
3. The following specifications represent the minimum general size, weight, capacity and performance characteristics desired in the equipment to be purchased. These requirements are not intended to prevent obtaining fair prices or to eliminate competition, but to insure, if possible, that all bids submitted shall not be subject to correction or alteration after they have been filed, opened, and publicly read. In view of a usual wide disparity in details of design and manufacture, complete descriptive literature and manufacturer's specifications must be submitted each type of equipment offered. The County reserves the right to evaluate any or all bids, particularly where there is a range in the specifications. Special consideration will be given to the ready availability of repair parts and service.
4. Federal or State taxes are not applicable to Georgia Municipalities under the United States Code Title 26 and Georgia Exemption Certificate Number 3-465-686-300-1.
5. It is expressly understood by the bidder that written Notice of Award or purchase order by the County will constitute an agreement by the County. The Advertisement/Invitation to Bid, Instructions to Bidders, Proposal, Notice of Award, Contract Agreement, Contract Conditions, Notice to Proceed, Drug-Free Workplace Certification, Waiver of Lien, and the referenced Construction Plans and Drawings constitute the entire Agreement and understanding between Lowndes County Board of Commissioners and the Contractor in respect of this Project, and revokes any prior agreement or understanding relating to the subject matter of this Agreement. No change, amendment, termination or attempted waiver of any of the provisions herein shall be binding upon the other parties unless reduced to writing and signed by all parties hereto.
6. The bidder agrees that Lowndes County reserves the right to reject any or all proposals, or to accept the part of the bid considered to be in the best interest of the County.
7. Specifications referred to are minimum. Therefore, unless otherwise indicated by the bidder, the County will assume proposals meet or exceed all specifications.

8. The names of a certain brand, make, or definite specifications are to denote a quality standard of the article desired, but do not restrict bidders to be specific brand, make or manufacturer named; it is to set forth and convey to prospective bidders the general style, type, character and quality of the article desired.
9. The award of the contract will be made to the lowest responsible bidder taking into consideration quality performance and the time specified in the proposals for the performance of the contract. The County reserves the right to reject all bids as it appears in its own best interest and to waive technicalities.
10. During the bidding process, all changes, interpretations, and supplemental instructions to the contract documents shall be issued as addenda to all bidders. All addenda are to be acknowledged in the proposal.
11. A Bid Bond in the amount of 5% of the bid must accompany each bid. A certified check for this amount may be submitted in lieu of the Bid Bond. Bid Bonds on the Surety Company's standard form must be duly executed by the Bidder as principal, and must be by a surety company licensed to do business in the State of Georgia and listed in the latest issue of U. S. Treasury Circular 570. Failure to submit a properly executed Bid Bond or certified check will result in the bid being rejected.
12. Each bidder must inform himself fully on all the conditions at the site, transportation conditions, material costs, and all other matters affecting the cost of construction. Each bidder shall study the plans, specifications, contract and proposal form prior to submitting a proposal. Each bidder shall also make such examinations on the ground as necessary to thoroughly familiarize himself with the nature and extent of the proposed construction.
13. The contract documents are complimentary, and what is called for by one shall be binding as if called for by all.
14. The intent of the contract documents is to provide for all construction and completion of the work shown on the drawings and described in the specifications.
15. The latest edition of the Georgia Department of Transportation Standard Specifications for Construction of Roads and Bridges shall govern the work on this project.
16. The contract is a lump sum contract with payment to be based on actual percentages of work measured. In case of changes in the drawings and specifications that produce new items of work not described, Change Orders will be issued to include such items of work.

17. Lowndes County reserves the right to review and reject any subcontractors. The Contractor shall submit a list of subcontractors to Lowndes County after the notice of award has been issued.

END OF SECTION

PROPOSAL

To the Lowndes County Board of Commissioners, Lowndes County, Georgia:

Submitted: SEPT 6TH, 2022

The undersigned, as Bidder, hereby declares that he has examined the site of the work and has informed himself fully in regard to all conditions pertaining to the place where the work is to be done; that he has examined the Specifications and Drawings for the work and contractual documents relative thereto; and that he has satisfied himself to the work to be performed.

The Bidder proposes and agrees that, if he becomes the Successful Bidder on the basis of this Proposal, he will contract with the Lowndes County Board of Commissioners, Lowndes County, Georgia (herein called the "Owner"), in the form of the contract illustrated to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, and all necessary labor to complete the construction of the work in full, and in complete accord with the shown, noted, described, specified and reasonably intended requirements of the Specifications, Drawings, and Contract Documents to the full and entire satisfaction of the Owner, with a definite understanding that no money will be allowed for extra work except as set forth in the Contract Documents, for the following prices:

Total Bid \$ 2,542,586.00

Submitted By: ROUTINE CONST. CO.
Company Name

ADDENDA

Receipt of the following addenda is acknowledged:

Addenda Number: # 1
2

Date: 8/1/22
8/12/22

The Bidder proposes and agrees hereby to commence work under this Contract on a date to be specified in a written order of the Owner, and shall fully complete all work thereunder within the time described in the contract agreement.

The undersigned further agrees that, in case of failure on his part to execute the said Contract and the bond within fourteen (14) consecutive calendar days after written notice being given of the award of the Contract, the check or bid bond accompanying this bid and the moneys payable thereon, shall be paid into the funds of the Lowndes County Board of Commissioners, as liquidated damages for such failures; otherwise the check or bid bond accompanying this Proposal will be returned to the undersigned.

Attached hereto is a certified check on the

_____ Bank of

Or a Bid Bond by the

Grant Maxwell Insurance Agency

In the amount of \$70,000.00 Dollars

(\$ 570,000) made payable to the Lowndes County Board of Commissioners in accordance with the conditions herein. The bid security will be in force for sixty (60) calendar days.

Submitted: 9/6/22

By: [Signature]

Title: V.P.

(Note: If the Bidder is a corporation, an officer of the corporation shall sign the Proposal; if a partnership, it shall be signed by a partner. If signed by others, authority for signature shall be attached.)

Bidder's Address: P.O. Box 5327
VALDOSTA, GA 31603

Telephone Number: 229-246-8504

END OF SECTION

NOTICE OF AWARD

To: Rountree Construction Company
1000 Old Clyattville Road
Valdosta, Ga. 31603-5327

PROJECT DESCRIPTION: **ENG 2022-01: Griner Park**

The OWNER has considered the BID submitted by you for the above-described work in response to its advertisement for BIDS.

You are hereby notified that your BID has been accepted for items in the amount of:
\$2,542,586.00

You are hereby required to execute the Agreement, and furnish the required Contractor's CERTIFICATION OF INSURANCE with a 30-day notice of cancellation and PERFORMANCE BOND within fourteen (14) calendar days from the date of this NOTICE to you.

If you fail to execute said AGREEMENT and to furnish said BOND and CERTIFICATIONS within fourteen (14) days from the date of this NOTICE, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of the NOTICE OF AWARD to the OWNER.

Dated this _____ day of _____, 2022

Lowndes County Board of Commissioners

BY:

TITLE:

Contractor: _____

DATE: _____

LOWNDES COUNTY BOARD OF COMMISSIONERS CONTRACT AGREEMENT

This agreement made and entered into this _____ day of _____, 2022 and between Lowndes County Board of Commissioners, party of the first part (hereinafter called the County), and **Roundtree Construction Company**, party of the second part (hereinafter called the Contractor), who have been duly authorized to execute this agreement.

WITNESSETH: Whereas, the County and the Contractor, desire the improvement and repairs of a certain project and the Contractor desires and agrees to furnish and deliver all the material and to do and perform all the work and labor for said purpose. The project being more particularly described as follows:

ENG 2022-01: Griner Park

Failure to perform the above-listed tasks, frequency of tasks, or general instructions will be considered cause for termination of this contract with ten (10) days notice to the Contractor.

NOW, THEREFORE, in consideration hereinafter fully set out, the parties agree as follows:

1. The work and materials shall be in strict and entire conformity with the provisions of this contract and the plans and specification prepared (or approved) by the County Manager or his authorized representative the originals of which are in file in the office of Lowndes County Board of Commissioners and which said specifications are hereby made a part of this agreement as fully as to the same effect as if the same had been set forth at length in the body of this Agreement.
2. This Agreement is on a lump sum basis.
3. The County hereby agrees to pay to the Contractor for the faithful performance of this Agreement, subject to additions and deductions as provided in the Specifications or Proposal, in lawful money of the United States, the sum of: **\$2,542,586.00**
4. The County and Contractor agree that the financing of this project shall be as follows: Payments will be made on a monthly basis.
5. The Contractor shall commence the work to be performed under this Agreement on a date specified in a written Notice to Proceed and shall substantially complete all work hereunder, except as otherwise provided in these documents for extension of the time limit, within **270** calendar days. Substantial completion is the time at which the project can be fully utilized for its intended purpose. Upon written notification to the Engineer that the project is substantially complete, a final site visit will be made and a punch list of deficient items will be generated. The Contractor will receive a written copy of the punch list, and must achieve final completion by correcting all punch list items within 30 days of receipt. Time is of the essence of this contract, and the Contractor shall pay

to the County, not as a penalty, but as liquidated damages, the sum of \$500.00 each calendar day that he shall be in default of completing the work, both substantial completion and final completion, within the time named herein. Because of the difficulty of fixing damages suffered by the County on account of such default, damages are herein agreed upon as stated.

6. The work shall be done in accordance with the laws of the State of Georgia under the direct supervision and to the entire satisfaction of the County. The decision of the County Engineer upon any question connected with the execution or fulfillment of this agreement and interpretation of the specifications or upon any failure or delay in the prosecution of the work by the Contractor shall be final and conclusive.
7. It is mutually agreed that the Contractor shall warranty all work done as a part of this contract agreement for a period of one year from the date of final acceptance by the County.
8. Lowndes County reserves the right to terminate this Agreement for non-compliance by issuing ten (10) days written notice to the Contractor.
9. Employees, aides, staff helpers, or any person who receives any form of consideration for services or who performs any services towards the execution of this Agreement are deemed to be the sole responsibility of the Contractor for the purposes of all Workers' Compensation and insurance claims. Lowndes County reserves the right to superintend the performance of this Agreement only to the extent that the desired results are obtained. No recommendation or requirement in this Agreement and list of specifications should be deemed to obligate the County under the Workers' Compensation Act to Contractor's employees, aides, staff, helpers or any person who receives any form of consideration for services or who performs any services towards the execution of the Agreement.
10. Nothing contained in the Agreement shall create a contractual relationship with or cause of action of a third party against Lowndes County.
11. Contractor agrees to indemnify, save and hold harmless, and defend Lowndes County, its officers, boards, and employees, from and against any liability for damages and for any liability or claims resulting from property damage or bodily injuries (including accidental death) which arise out of the Contractor's operation and provision of services, including but not limited to, reasonable attorneys' fees and costs if such fees and costs are deemed necessary by Lowndes County.
12. Either party may not assign this Agreement hereto without written agreement signed by both parties. This Agreement and the rights of the parties hereunder shall be binding upon and insure to the benefit of the parties hereto and their respective successors and, if applicable, assigns.

13. Any notice or communications required or permitted hereunder shall be sufficiently given if sent Registered or Certified Mail, Return Receipt Requested, postage pre-paid, addressed as follows:

As to Contractor: Rountree Construction Company
1000 Old Clyattville Road
Valdosta, Ga. 31603-5327

As to County: Lowndes County Board of Commissioners
327 N. Ashley Street
Valdosta, Georgia 31601
ATTN: Chad McLeod, Director of Engineering

Or such address as shall be furnished by such notice to the other parties.

14. No waiver by either party of any default by the other party in the performance of any provision of this Agreement shall operate as to be construed as a waiver of any future default, whether like or different in character.
15. This Agreement shall be governed and construed in accordance with the laws of the State of Georgia.
16. If any provisions of this Agreement, or application thereof to any person or circumstance, shall to any extent be invalid, then such provision shall be modified if possible, to fulfill the intent of the parties as reflected in the original provision, the remainder of this Agreement or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby, and each provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under their respective seals on the day and date below written, be it deemed an original contract.

Executed on behalf of
LOWNDES COUNTY

Executed on behalf of
CONTRACTOR

The ___ day of _____, 2022

The ___ day of _____, 2022

By: _____
Chairman of
Board of Commissioners

By: _____
Contractor

Recommended: _____
County Manager

Date: _____

Witness for County:

Witness for Contractor:

County Clerk

LOWNDES COUNTY BOARD OF COMMISSIONERS CONTRACT CONDITIONS

1. All contract items and work shall be in accordance with the current edition of the Georgia Department of Transportation Standard Specifications for Construction of Roads and Bridges and/or special provisions and supplemental specifications attached and made a part of the contract.
2. Insurance - The contractor shall procure and maintain insurance of the types and to the limits specified in paragraphs (a) through (f) inclusive below. The contractor shall require each of his subcontractors to procure and maintain, until completion of the subcontractor's work, insurance of the types and to the limits specified in paragraphs (a) through (f) inclusive below. It shall be the responsibility of the contractor to ensure that all his subcontractors meet these requirements. Except as otherwise stated, the amounts and types of insurance shall conform to the following minimum requirements:

Worker's Compensation - Coverage to apply for all employees for STATUTORY limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the USA Longshoremen & Harbor Workers Act and Jones Act; in addition, the policy must include EMPLOYERS LIABILITY for limits of \$500,000/each accident; \$500,000/disease - policy limit; \$500,000/disease - each employee.

- (a) Commercial General Liability - Coverage must be afforded, under an occurrence form policy, including Premise Operations, Independent Contractors, Products and Completed Operations, Broad Form Property Damage Endorsement, with **Additional Insured Endorsement** in favor of the County in limits not less than \$3,000,000/general aggregate; \$3,000,000/products-completed operations (aggregate); \$3,000,000/personal injury-advertising liability; \$3,000,000/each occurrence; \$100,000/fire damage legal; \$10,000 medical payments. This coverage may be layered with excess umbrella liability coverage.
- (b) Business Auto Policy - Coverage must be afforded including coverage for all Owned vehicles, Hired/Non-Owned vehicles, with an **Additional Insured Endorsement in favor of the County**, for a combined single limit (bodily injury and property damage) of not less than \$3,000,000/combined single limit (Bodily Injury/Property Damage); personal injury protection-statutory limits; \$1,000,000 uninsured/underinsured motorist; \$1,000,000/hired/non-owned auto liability. This coverage may be layered with excess umbrella liability coverage.
- (c) Certificate of Insurance - Certificates of all insurance required from the contractor shall be filed with the County and shall be subject to its approval for adequacy and protection. Certificates from the insurance carrier, stating the types of coverage provided, limits of liability and expiration dates, shall be filed with the County before operations are commenced. Lowndes County Board of Commissioners shall be identified as an **Additional Insured** for each type of coverage required by paragraphs (a) to (c) above. The required certificates of insurance shall not only name types of policies provided, but shall also refer

specifically to this contract/bid.

- (d) The contractor shall provide a Certificate of Insurance to the County with a thirty (30) day notice of cancellation. In addition, the County will be shown as **Additional Insured**, with a Hold harmless Agreement in favor of the County. The certificate should also indicate if the cover is provided under a "claims made" or "per occurrence" form. If any cover is provided under a claims made form, the certificate will show a retroactive date (in instances of contract renewals or extensions), which should be the same date of the original/first contract or prior.
 - (e) If the initial insurance expires prior to the completion of the work, renewal certificates shall be furnished thirty (30) days prior to the date of their expiration.
3. All construction supervision, testing (except that testing required of the contractor), and measurements of quantities will be made by the Lowndes County Engineering Division. Final acceptance of the project will be made by the County Engineer and presented to the County Manager and Lowndes County Board of Commissioners for final payment.
 4. The Contractor is required to furnish the Lowndes County Engineering Division with test reports and technical data showing that the materials (compaction, moisture content, % clay, gradation, course thickness, etc.) meet the appropriate requirements of the Georgia Department of Transportation Standard Specifications.
 5. All base pits and borrow pits required for the Contractor shall provide completion of the work.
 6. Retainage shall be as follows: An amount of ten (10) percent of the gross total invoiced amount will be retained for the first half of the project. An amount of five (5) percent of the gross total invoiced amount will be retained for the second half of the project unless the project is not proceeding on an acceptable schedule according to the County Engineer. If this situation occurs, the retainage will remain at ten (10) percent until the required corrections are made.
 7. Retainage amounts shall be held until: a) all items on the punch list are resolved, b) a lien release is provided by the Contractor to the County for all Subcontractors and material suppliers, c) a final pay request is submitted to the County, or d) the project is accepted by the Lowndes County Board of Commissioners.
 8. The Contractor represents that it has a current Occupational Tax Receipt from a local government in Georgia.
 9. The Contractor shall obtain all necessary local, state, federal permits as required by law for the construction of the project.

10. The Contractor shall notify the County Engineering Division at least 24 hours prior to beginning any phase of construction so that a County Inspector can be present.
11. Traffic Control shall be provided in accordance to Georgia Department of Transportation Special Provision, Section 150. Unless otherwise indicated in the Proposal, this item will not be paid for as a separate pay item but shall be incorporated as a part of the contract.
12. All construction plans and drawings can be obtained from the office of the Lowndes County Engineer.
13. This Agreement will terminate immediately and absolutely as such time as appropriated and otherwise un-obligated funds are no longer available to satisfy the obligation of Lowndes County under this Agreement.
14. Should completion of any portion of the services be delayed for causes beyond the control or without the fault or negligence of the County including force majeure, the time for performance shall be extended for a period equal to the delay and the parties shall mutually agree on the terms and conditions upon which the services may be continued. Force majeure includes, but is not restricted to, acts of God or the public enemy, acts of the Government of the United States or of the several states, or any foreign country, or any of the preceding acts of contractors or agents, fires, floods, epidemics, riots, quarantine restrictions, strikes, civil insurrections, freight embargoes, and unusually severe weather.

END OF SECTION

NOTICE TO PROCEED

DESCRIPTION: ENG 2022-01: Griner Park

You are hereby notified to commence WORK, in accordance with the Agreement dated _____, 2022 on or before _____, 2022 and you are to complete the work within **270** consecutive calendar days thereafter. The date of substantial completion of the work is therefore _____, 2023.

Lowndes County Board of Commissioners

BY: _____

TITLE: _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged

Contractor: Rountree Construction Company
1000 Old Clyattville Road
Valdosta, Ga. 31603-5327

This the _____ day of _____, 2022

BY: _____

TITLE: _____

Employer Identification

Number: _____

END OF SECTION

DRUG-FREE WORKPLACE CERTIFICATION

The undersigned certifies that the provisions of code sections 1 through 50-24-6 of the official code of Georgia annotated, related to the "DRUG-FREE WORKPLACE ACT", have been complied with in full. The undersigned further certifies that:

1. A Drug-Free workplace will be provided for the Contractor's employees during the performance of the contractor; and

2. Each Contractor who hires a sub-contractor to work in a Free workplace shall secure from that sub-contractor the following written certification: **Roundtree Construction Company** certifies to Lowndes County that a Drug-Free workplace will be provided for the Contractor's and/or sub-contractor's employees during the performance of this contract known as **ENG 2022-01: Griner Park**, Pursuant to paragraph (7) of subsection (B) of Code Section 50-24-3 OCGA. Also, the undersigned further certifies that he/she will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the contract.

Contractor or Sub-Contractor

Date

Title

END OF SECTION

WAIVER OF LIEN

Know by all men by these presents, **Roundtree Construction Company** on the **ENG 2022-01: Griner Park**. Know that all bills for labor, materials, supplies, etc., and applicable state taxes in connection with the construction of this project, and that there are no outstanding accounts whatsoever as a result of WORK performed on this project. Therefore, **Roundtree Construction Company** does hereby waive, release, and relinquish any and all right to claim any lien or liens for work done or material furnished, or any kind or class of lien whatsoever.

Contractor

BY: _____

TITLE: _____

DATE: _____

Notary Public

Date

END OF SECTION

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) be retained to perform such service. The Affidavit from each subsequent contractor shall include the subcontractors (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.

234329
Contractor's E-verify/Federal Work Authorization
Company Identification Number

GRINER PARK
Name of Project

7-30-09
Date of Authorization (Date Number Obtained)

Lowndes County
Board of Commissioners
Name of Public Employer

[Signatures continue on following page]

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

[Signature]
BY: Authorized Officer or Agent of Contractor

9-6-22
Date

Paquette Construction Group
Contractor's Name

President
Title of Authorized Officer or Agent of Contractor

Zoe Paquette
Printed Name of Authorized Officer or Agent of Contractor

P.O. Box 5327

Vidalia, GA 31603
Contractor's Address

Sworn to and subscribed before me
This 1st day of September, 2022

[Signature]
Notary Public



My commission expires: Oct. 15, 2023

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

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE Rountree Construction Company

P.O. Box 5327, Valdosta, GA 31602

as Principal, hereinafter called the Principal, and Great Midwest Insurance Company

800 Gessner, Suite 600, Houston, TX 77024

a corporation duly organized under the laws of the State of TX

as Surety, hereinafter called the Surety, are held and firmly bound unto Lowndes County Board of Commissioners

327 North Ashley Street, Valdosta, GA 31601

as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Amount Bid

Dollars (\$ _____ 5% _____),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for ENG #2022-01; Griner Park- Parking Lot in Lowndes County, GA.

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

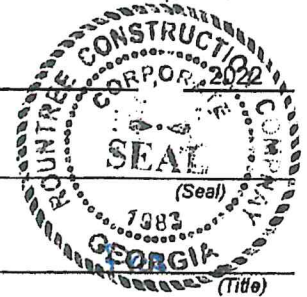
Signed and sealed this 4th day of Sept.

August

(Witness)

Rountree Construction Company
(Principal)

By:



(Title)

Avery C. Kenimer

(Witness)

Great Midwest Insurance Company
(Surety)

By:

Attorney-in-Fact David C. Eades

(Seal)

(Title)

POWER OF ATTORNEY

Great Midwest Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that GREAT MIDWEST INSURANCE COMPANY, a Texas Corporation, with its principal office in Houston, TX, does hereby constitute and appoint: David C. Eades, Carrie J. Key, Avery C. Kenimer

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of GREAT MIDWEST INSURANCE COMPANY, on the 1st day of October, 2018 as follows:

Resolved, that the President, or any officer, be and hereby is, authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed Ten Million dollars (\$10,000,000.00), which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed in the Company's sole discretion and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, GREAT MIDWEST INSURANCE COMPANY, has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 11th day of February, 2021.

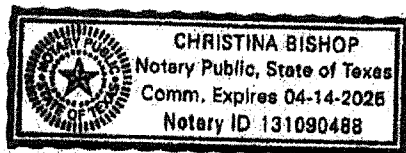


GREAT MIDWEST INSURANCE COMPANY

BY [Signature] Mark W. Haushill President

ACKNOWLEDGEMENT

On this 11th day of February, 2021, before me, personally came Mark W. Haushill to me known, who being duly sworn, did depose and say that he is the President of GREAT MIDWEST INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



BY [Signature] Christina Bishop Notary Public

CERTIFICATE

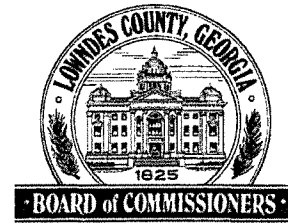
I, the undersigned, Secretary of GREAT MIDWEST INSURANCE COMPANY, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Houston, TX this 4th Day of August, 2022



BY [Signature] Leslie K. Shaunty Secretary

WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.



Lowndes County Engineering Department

To: Prospective Bidders on #ENG 2022-01: Griner Park
From: Chad McLeod
Subject: Addendum No. 1
Date: August 1, 2022
CC: Amy Woods, Walt Deloach, Terry McEntyre

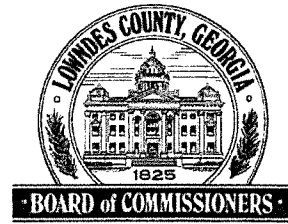
1. Addendum # 1 must be dated and noted on the addenda sheet and turned in with bids.

Questions and Answers

1. *Details for brick column footers and columns?* **We will have today.**
2. *Brick selection and cast stone color?* **We have the brick already. Stone color will match Judicial Building.**
3. *Are the gates to be swing or slide?* **Slide**
4. *Is there a particular manufacturer for removable bollards?* **No**
5. *Sheet C2.0 – How thick is the existing asphalt millings parking lot? There is a note on this sheet that says to use this as the base for the proposed pavement areas. Does the contractor need to account for any additional base material?* **The existing asphalt millings are 6” thick. Contractor does need to account for additional base material.**
6. *Sheet C4.0 & C6.0 – Storm Drain System*
 - a. *Do all structures need to be pre-cast or can they be built-in-place to GDOT standards?*
 - b. *Can you please clarify a few notes:*
 - i. *The notes on Sheet C6.0 on each structure refer to “18” RCP INVERT”, but the plans all show 24” RCP. Is this storm drain system allowing for 18” or 24” RCP?*
 - ii. *The details for each structure show two openings for incoming pipe and the plans show seven structures at each end of the system. This should allow for a total of 14-rows of pipe. However the plans state there are only 12-rows of*

pipe. Can you please clarify how many rows of pipe are being installed?

- c. Is there a Type 'A' structure being installed on the project? If so, where? There is none shown on sheet C6.0.
7. Does all of the existing silt fence need to be removed and replaced or can the existing silt fence be left in place where possible? **The existing silt fence can be left in place.**
8. Can you please provide a detail for the sidewalk and driveway aprons?
9. *The time line for completion will be impossible to meet due to material delivery to project changes will be needed for this.*
10. Pipe quantities are incorrect on plans?
11. 2" water meter- one page by others and other page by us?
12. Phase work for project on new plans?
13. Asphalt millings will need to completely remove and new base rock for this area. Will county remove or will contractor remove from site?



Lowndes County Engineering Department

To: *Prospective Bidders on #ENG 2022-01: Griner Park*
From: *Chad McLeod*
Subject: *Addendum No. 2*
Date: *August 12, 2022*
CC: *Amy Woods, Walt Deloach, Terry McEntyre*

1. **Addendum # 2 must be dated and noted on the addenda sheet and turned in with bids.**
2. **The new bid date is September 6, 2022 @ 10:00.**
3. **On revised sheet C3.0 you will find the Phase line as discussed in the prebid meeting. The bid is for Phase I & II. Phase I will need to be completed before starting on Phase II.**
4. **The contract completion time has been changed from the completion date of November 11, 2022 to 270 calendar days. The new contract time is 270 calendar days.**
5. **On sheet C6.0, please see the pipe bedding detail. The boxes will also need to be bedded.**

Questions and Answers. All Answers are in **bold** letters.

1. Details for brick column footers and columns? **Please see attached details.**
2. Brick selection and cast stone color? **Lowndes County has the brick. Stone color will match Judicial Building stone.**
3. Are the gates to be swing or slide? **Slide**
4. Is there a particular manufacturer for removable bollards? **No**
5. Sheet C2.0 – How thick is the existing asphalt millings parking lot? There is a note on this sheet that says to use this as the base for the proposed

pavement areas. Does the contractor need to account for any additional base material? **All of the existing millings will need to be removed from the site. All areas to receive new GAB.**

6. Sheet C4.0 & C6.0 – Storm Drain System
 - a. Do all structures need to be pre-cast or can they be built-in-place to GDOT standards? **Structures can be pre-cast or built-in-place. Either method will need to be to GDOT Standards.**
 - b. Can you please clarify a few notes:
 - i. The notes on Sheet C6.0 on each structure refer to “18” RCP INVERT”, but the plans all show 24” RCP. Is this storm drain system allowing for 18” or 24” RCP? **Please see revised sheets C4.0 and C6.0.**
 - ii. The details for each structure show two openings for incoming pipe and the plans show seven structures at each end of the system. This should allow for a total of 14-rows of pipe. However, the plans state there are only 12-rows of pipe. Can you please clarify how many rows of pipe are being installed? **Please see revised sheet C4.0**
 - c. Is there a Type ‘A’ structure being installed on the project? If so, where? There is none shown on sheet C6.0. **Please see revised sheet C4.0 and C6.0.**
7. Does all of the existing silt fence need to be removed and replaced or can the existing silt fence be left in place where possible? **The existing silt fence can be left in place where possible.**
8. Can you please provide a detail for the sidewalk and driveway aprons? **Please see revised sheet C6.0.**
9. Pipe quantities are incorrect on plans? **See revised sheet C4.0.**
10. 2” water meter- one page by others and other page by Lowndes County. **The City of Valdosta will install the new meter. See revised sheet C3.0.**
11. Asphalt millings will need to be completely removed and new base rock for this area. Will county remove or will contractor remove from site? The contractor will remove the existing millings from the site. **The contractor will be responsible for removal of all items including millings. We will not re-use the existing millings for any base as noted on the current plans. New base will be required for all areas where noted for base.**