



LOWNDES COUNTY BOARD OF COMMISSIONERS
PROPOSED AGENDA
WORK SESSION, MONDAY, MARCH 27, 2023, 8:30 AM
REGULAR SESSION, TUESDAY, MARCH 28, 2023 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 - March 13, 2023 & Regular Session - March 14, 2023

Recommended Action: Approve

Documents:

5. Appointments

- a. South Georgia Community Service Board

Recommended Action: Board's Pleasure

Documents:

- b. Valdosta-Lowndes County Land Bank Authority

Recommended Action: Board's Pleasure

Documents:

6. Public Hearing

- a. REZ-2022-10 The Campus Transitional Care Facility, 2193 Howell Road, E-A to P-D, Well & Septic, ~23 acres

Recommended Action: Board's Pleasure

Documents:

7. For Consideration

- a. Resolution Agreeing to Participate in the National Teva, Allergan, CVS, Walgreens, and Walmart Opioid Settlements

Recommended Action: Board's Pleasure

Documents:

- b. Lowndes County DUI Court Technology Supplemental Grant Award

Recommended Action: Approve

Documents:

- c. Adult Accountability Court Technology Supplemental Grant Award

Recommended Action: Approve

Documents:

- d. Acceptance of the FY2023 VAWA Continuation Grant Award

Recommended Action: Option 1

Documents:

- e. Deep South Sanitation, LLC Residential Solid Waste Franchise Renewal
Recommended Action: Board's Pleasure
Documents:
- f. Advanced Disposal Services Residential Solid Waste Franchise Renewal
Recommended Action: Board's Pleasure
Documents:
- g. Windstream Build Agreement
Recommended Action: Option 1
Documents:
- h. PowerPhone Emergency Medical Dispatch with CAD Integration
Recommended Action: Approve
Documents:

8. Bid

- a. A New Headquarters for Second Harvest of South Georgia
Recommended Action: Approve
Documents:

9. Reports - County Manager

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

11. Adjournment

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: South Georgia Community Service Board

DATE OF MEETING: March 28, 2023

Work Session/Regular Session

BUDGET IMPACT:

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: Appointing/Reappointing a Member

HISTORY, FACTS AND ISSUES: Ms. Cindy Vickery's term on the South Georgia Community Service Board has expired. The CEO of Legacy Behavioral Health Services requests and recommends the reappointment of Ms. Vickery.

OPTIONS: 1. Appoint a member.
2. Board's Pleasure

RECOMMENDED ACTION: Board's Pleasure

DEPARTMENT: County Manager

DEPARTMENT HEAD: Paige Dukes

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

Legacy

BEHAVIORAL HEALTH SERVICES

Administrative Office
3120 N. Oak Street Ext., Suite C • Valdosta, GA 31602-1007
(229) 671-6109 • (229) 671-6755 FAX

Serving: Ben Hill, Berrien, Brooks, Cook, Echols, Irwin, Lanier, Lowndes, Tift, and Turner Counties

February 2, 2023

Lowndes County Board of Commissioners
327 North Ashley Street
Valdosta, Georgia 31601

To Whom It May Concern:

This letter is to request re-appointment of Ms. Cindy Vickery to the South Georgia Community Service Board, as her current term is set to expire on March 10, 2023. Ms. Vickery has the willingness to fulfill the Mission of Legacy Behavioral Health Services by serving those with mental illness, developmental disabilities, and addictive diseases.

As Chief Executive Officer of Legacy Behavioral Health Services, I request and recommend the re-appointment of Ms. Vickery to serve on the South Georgia Community Service Board for an additional term of three (3) years, until March 2026. Please do not hesitate to contact me if you have any concerns at (229)671-6127. Thank you for your time and your attention to this matter.

Sincerely,



Pamela L. Cartwright, CEO
Legacy Behavioral Health Services

Legacy Behavioral Health Services is accredited by CARF for the following programs:
Adult and C&A Outpatient – Intensive Outpatient – Community Housing – Community Integration
Supported Living – Crisis Stabilization – Assertive Community Treatment



LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: Valdosta-Lowndes County Land Bank Authority

DATE OF MEETING: March 28, 2023

Work Session/Regular Session

BUDGET IMPACT:

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: Appointing a Member

HISTORY, FACTS AND ISSUES: There is a vacant seat on the Valdosta-Lowndes County Land Bank Authority due to the resignation of Jason Dove.

OPTIONS: 1. Appoint a member.
2. Board's Pleasure

RECOMMENDED ACTION: Board's Pleasure

DEPARTMENT: County Manager

DEPARTMENT HEAD: Paige Dukes

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: REZ-2022-10 The Campus Transitional Care Facility, 2193 Howell Road, E-A to P-D, Well & Septic, ~23 acres

DATE OF MEETING: March 28, 2023

Recommendation

BUDGET IMPACT: N/A

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: REZ-2022-10 The Campus Transitional Care Facility, 2193 Howell Road, E-A to P-D, Well & Septic, ~23 acres

HISTORY, FACTS AND ISSUES: This case represents an attempt by the applicant to change the zoning of ~23 acres for the development of a Transitional Care Facility. The Unified Land Development Code (ULDC) defines a Transitional Care Facility as the following:

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.

This potential facility is not currently licensed for substance abuse recovery assistance. Beyond a support group or outside visit from a licensed counselor, clients with substance abuse needs will be referred to other facilities, organizations, or counselors licensed for such care. The rezoning is necessary because Transitional Care Facilities are not an allowable use in Estate Agricultural (E-A) zoning. For reference, the subject property has frontage on Howell Road, a County-maintained major collector (3,000 to 6,000 vehicles per day). The current uses along this portion of Howell Road are dominantly a mixture of sparsely settled residential and agricultural parcels. Concerning the Future Development Map, the subject property is within the Rural Service Area and depicted as an Agricultural/Forestry Character Area.

Based on the proposed site plan, the overall occupancy could reach up to 52 residents. The applicant is planning on developing the property in phases, with a maximum occupancy of five (5) residents per house, and one (1) resident per cabin.

Overall, staff found the request inconsistent with the Character Area, but consistent with the goals and policies of the Comprehensive Plan. The largest concerns for the TRC were ensuring that the proposed use was able to be developed on the subject property and that its impacts to the surrounding area was manageable. At this point, it is the hope of staff that the benefit the proposed use brings to the community and the proposed site plan, with its buffering and setbacks, will mitigate any potentially negative effects on surrounding properties.

The Planning Commission heard the request and the concerns of the neighbors, and recommended denial by a vote of (7-3).

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

RECOMMENDED ACTION: Board's Pleasure

DEPARTMENT: Planning

DEPARTMENT HEAD: JD Dillard

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:



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.

REZONING SURVEY FOR:

TOMAS A. PARKERSON

BEING IN LAND LOT 199
OF THE 11th LAND DISTRICT,
LOWNDES COUNTY, GEORGIA

DATED: MAY 4, 2022



GRAPHIC SCALE: 1 INCH = 200 FT.



- I.P.F. - IRON PIN FOUND
- R/W - RIGHT OF WAY
- C.M.F. - CONCRETE MONUMENT FOUND
- I.P.S. - IRON PIN SET - 5/8" REBAR

GPS WAS USED FOR THE CONTROL NETWORK FOR THIS SURVEY.
 THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS AN AVERAGE RELATIVE ACCURACY OF 0.04' AT THE 95% CONFIDENCE LEVEL.
 GEORGIA STATE PLANE COORDINATE SYSTEM, WEST ZONE, NAD 1983.
 TRIMBLE 5800 GPS 58001-50 RTK RECEIVER, TRIMBLE 39843-TS SOFTWARE. eGPS GPS GEORGIA NETWORK
 TOPCON PS-103A "TOTAL STATION"
 PLAT CLOSURE: 1'/474,729



NAIL IN CENTERLINE INTERSECTION OF DASHER-JOHNSON ROAD AND VALDOSTA-HOWELL ROAD

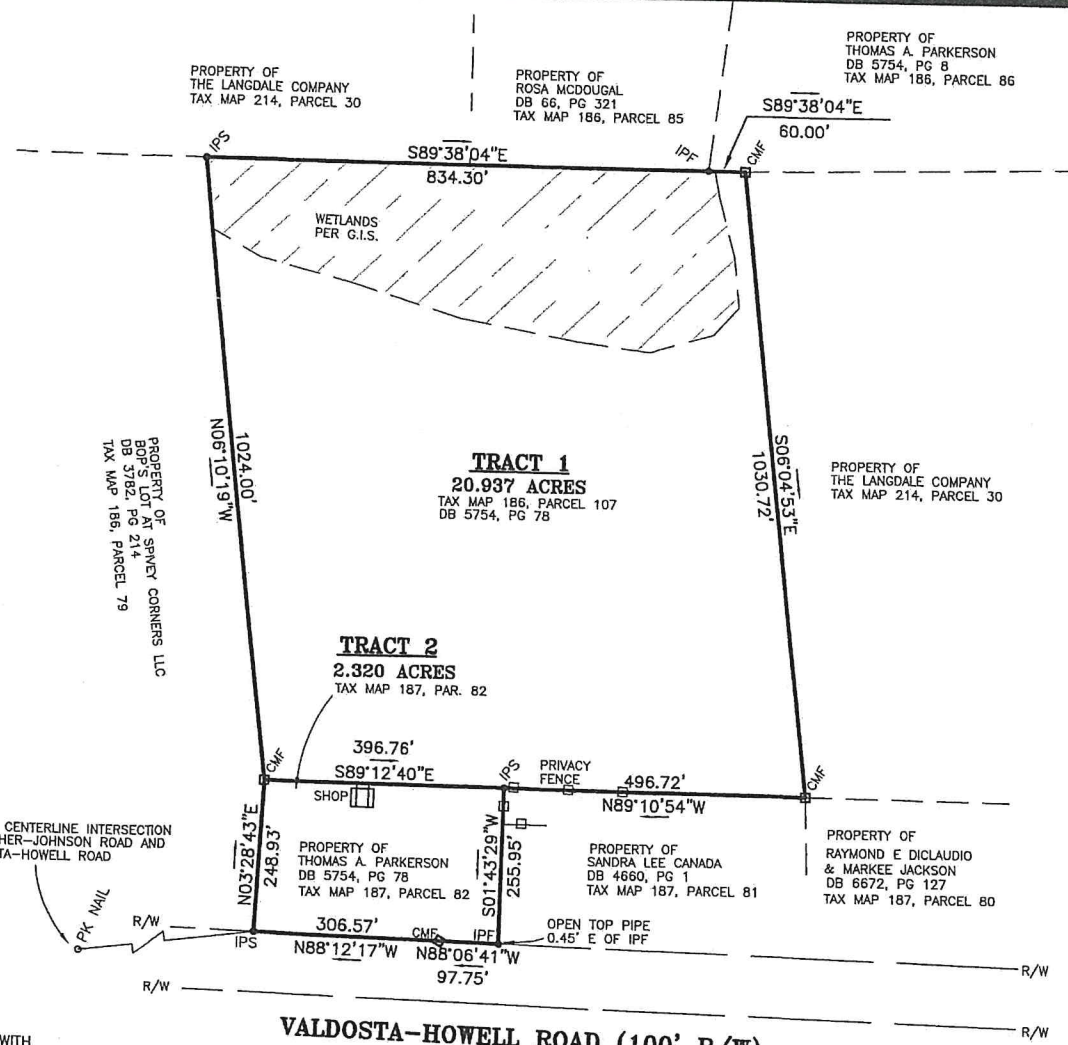


R/W

R/W

VALDOSTA-HOWELL ROAD (100' R/W)

THIS SURVEY WAS PREPARED IN CONFORMITY WITH THE TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN CHAPTER 180-7 OF THE RULES OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN THE GEORGIA PLAT ACT O.C.G.A. 15-6-67.



Southeastern Surveying, Inc.
 601 N. St. Augustine Rd. Telephone: 229-259-9455
 Valdosta, GA 31601 Fax: 229-259-9926
 E-mail: bherring@sesurveying.com

REZ-2022-10

Zoning Location Map

The Campus
Rezoning Request

CURRENT ZONING: E-A
PROPOSED ZONING: P-D

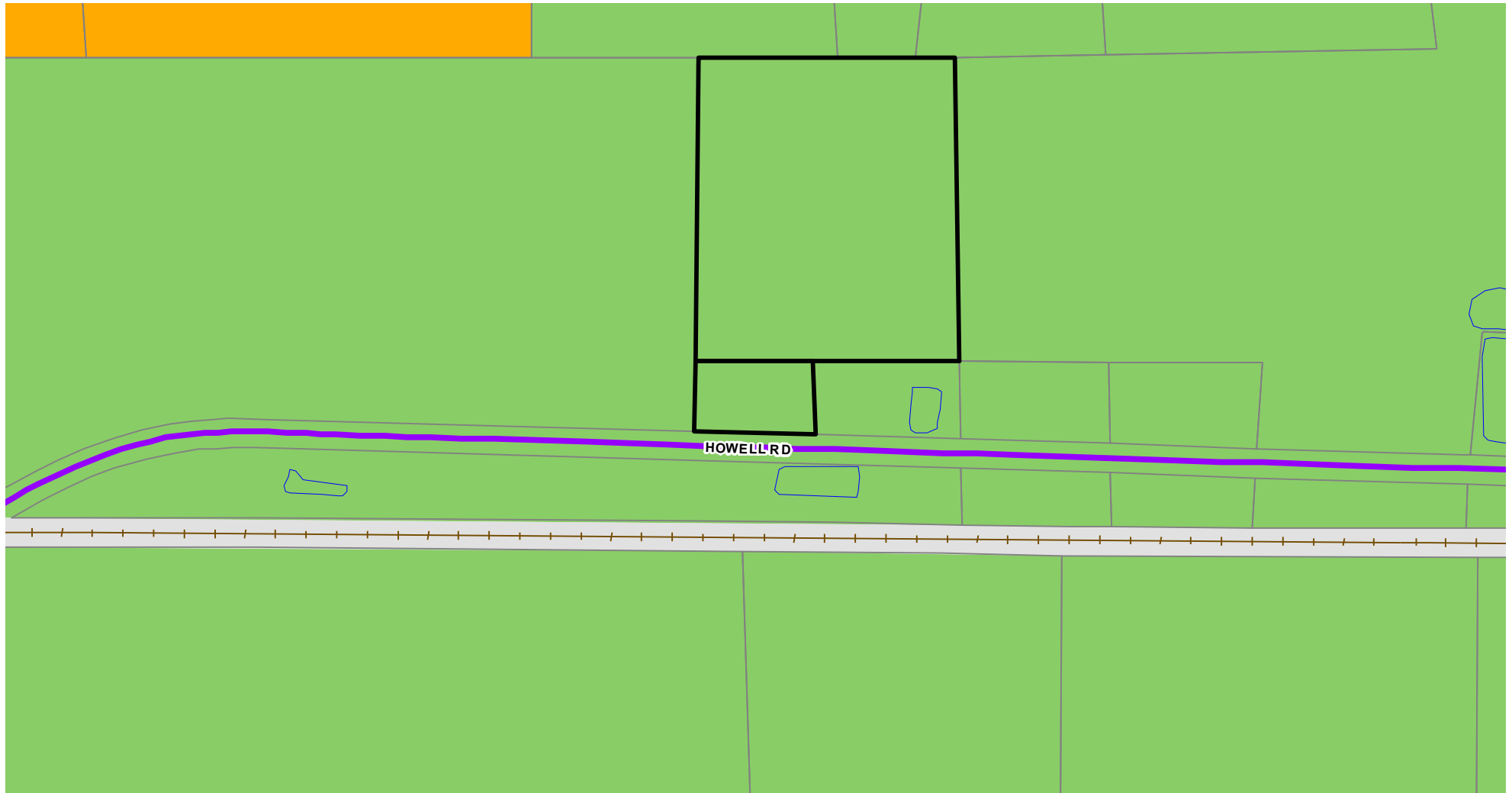


Legend

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



The Campus 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

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

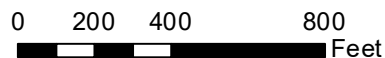
REZ-2022-10

WRPDO Site Map

Legend

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

The Campus Rezoning Request



May 23, 2022

TO: Lowndes County Board of Commissioners and Planning Commission

RE: Rezoning 2193 Howell Road

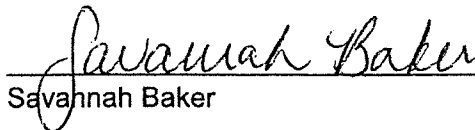
My name is Savannah Baker, I reside at 4046 Old Naylor Road (2.2 miles from 2193 Howell Road). This letter has been created with collective concerns from my family and the community that surrounds me. While we personally would love for people to receive help with overcoming their addictions, we are concerned for their choice of location, their curriculum vitae, and their goals and abilities to manage such a facility of this measure. We have researched as much information as we could on such short notice. With our research, it appears that you would only have one or two people, if any, that would possibly meet the minimum requirements to run such a facility. There are also concerns that this facility, like many, is just a way to create revenue. These concerns are being voiced based on a quote from one of the board members of Redeemed Living, when being asked how the property was going to be managed this quote stated, "This is only one of six income streams I work in monthly." While this statement might have been taken out of context, it is believed by my family and our community that their goals are not taken seriously.

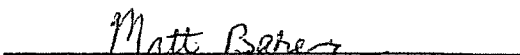
My husband and I have a total of 31 years combined law enforcement experience. Throughout our career, we have dealt with many people battling addiction. From our knowledge, training, and experience, these addictions are rarely overcome and the relapse leads to more criminal activity. We are also aware of society's need for change with drug abuse and wish that programs like these were more successful. However, from our experience and from statistics collected from The Federal Bureau of Prisons, Department of Justice, and National Institute on Drug Abuse, 85% of individuals relapse within a year of treatment (National Institute on Drug Abuse), relapse for drug and alcohol use are an estimated 40-60% while in recovery(americanaddictioncenters.org). We also know that with drug abuse other criminal activity is habitual. Such crimes commonly associated with drug use range from burglary, rape, robbery, murder and other crimes all to facilitate their addiction.

With methamphetamine being very prevalent in Lowndes County, we are also aware from our law enforcement experience that methamphetamine users are extremely promiscuous and are involved in a large range of sexual crimes.

This type of facility, being run by individuals, is not regulated or required to obtain licensing or permits through the State of Georgia. This means there would be no system of checks and balances to ensure this facility is running properly and meeting expectations.

Due to our knowledge and experience we feel that this facility would be poorly run and a danger to our community. We ask that the consideration for rezoning of the property located at 2193 Howell Road be denied and never reconsidered.


Savannah Baker


Matt Baker

Jamie and Shana Thomas
2790 Howell Road
Lake Park, GA 31636
22 May 2022

To Whom It May Concern:

I have several concerns regarding the proposed development in question. Below I will discuss them. For one rezoning and a development of this magnitude is concerning due to the disruption it poses for our quiet area. Second the type of development is concerning to the area. Lastly, I feel things have already not been following the proper protocol.

The property in question is a single-family home in an area zoned estate agricultural. All homes located in or near the area are single family homes. While homes are spread out this is still a community. A community of people who have chosen to live in an area where they can be spread out from neighbors and avoid developed areas. I have personally lived in this area most of my life. I chose to return and build a house on some acreage to raise a family. Rezoning one area opens the door for more rezoning in surrounding properties. If I wanted to live in a developed area I would have moved to a neighborhood. The proposal to bring 22 houses/cabins to 23 acres would constitute a development.

While my home is approximately 1.6 miles away from the proposed development that is an easily walkable distance. I applaud the willingness to help those trying to get their life back on track. However, I do not like the idea of 52 recovering addicts being within a walking distance of my home. This type of development should be placed in an area with the already appropriate zoning or an area that does not already have homes that are within a walking distance from the development.

The CEO of Redeemed Living is said to have a home on 35 acres in the county. Why did he not feel like his own land would be a great location for this development. 35 acres would give the facility even more land to work with. This would also make him readily available should any problems arise in one of the homes or cabins. Maybe he is concerned about the development near his personal home and children??

Furthermore, from a legal standpoint the notice to the community should have been posted for 15 Days before this meeting. The sign was placed on Wednesday. Wednesday to Monday does NOT equal 15 Days, in fact it is not even half. Why the rush?? Is it so no one has the time to object??

Please consider all the concerns of the citizens of this area. Please put yourselves in our positions and really think how you would like this development in the area you live in. Within walking distance of your children or grandchildren. There are other areas that this development could go to avoid already populated areas.

Sincerely,

Jamie and Shana Thomas



May 23, 2022

To whom it may concern:

I live at 3999 Old Naylor Road with my wife Lynn George. We are very much opposed to the development at 2193 Howell Road.

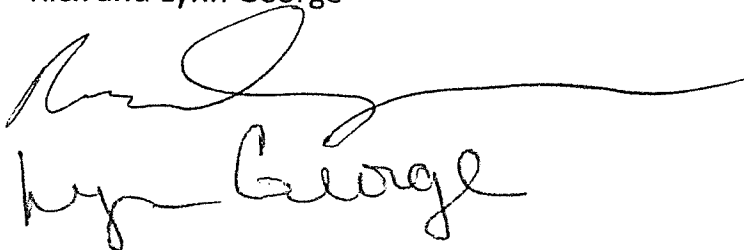
This is an area that I grew up in and we enjoy the peace and quiet of the country life. We have raised 3 boys here as 4 generations of my family have lived on this road for over forty years. Most of the people out here enjoy hunting, fishing and farming. Everyone knows and trusts their neighbors. We watch out and help each other.

We feel like rezoning this area to allow a planned for sober living may bring a element to this area that we have worked so hard to keep away from our families. We enjoy our agricultural lifestyle and we have young children who still play in the streets and we do not want them endangered by others who have not made the best life choices. There are many parcels available inside the city limits that wouldn't require rezoning for this campus.

Please do not allow this rezoning request and let Mr Moore put his proposed facility in his own back yard.

Sincerely,

Rick and Lynn George

Handwritten signatures of Rick and Lynn George. The signature for Rick is a large, stylized cursive 'R' followed by a long horizontal line. The signature for Lynn is 'Lynn George' written in a cursive script.

May 23, 2022

To Whom It May Concern,

I am requesting that the property located at 2193 Howell Road and the adjoining acreage not be permitted for rezoning. People in our area are very concerned after discovering that this property is going to be used as a privately operated alcohol and drug addiction recovery facility. While it is wonderful that people in our area are trying to recover from an addiction, I feel like this is not the best location for a facility of this nature. As we all know, most people recovering from an addiction have other issues that go along with it (stealing, lying, etc.) and can't be trusted. I personally live a few miles down the road, and I don't want an alcohol and drug facility this close to my home. I have two teenage daughters that I wouldn't feel safe leaving home alone with the rehab location being so close to us. I am also a teacher at Moulton-Branch Elementary, and this facility would be located about 2 miles away from the school. I don't feel it would be safe to build this facility so close to two elementary schools in our area (Moulton Branch and JL Lomax). Please take into consideration these concerns before making a final decision.

Sincerely,

A handwritten signature in cursive script that reads "Carrie Dampier". The signature is written in black ink and is positioned below the word "Sincerely,".

Carrie Dampier
4085 Storey Drive
Lake Park, Ga 31636

May 23, 2022

GREATER LOWNDES PLANNING COMMISSION

DATE OF MEETING: May 23, 2022

SUBJECT: Rezoning case REZ-2022-10

ACTION REEQUESTED ON: REZ-2022-10 The Campus Transitional Facility, Howell Road
E-A to P-D, Well & Septic, 23 acres

To Whom It May Concern:

This is in reference to the rezoning request for property at 2193 Howell Road from E-A to P-D to accommodate the development of a Transitional Care Facility. This would not be in the best interest of our community, for it would be housing alcoholics, drug addicts, pedophiles, and who knows what else. *There is an elementary school within walking distance of this location, which could make it a target.*

This potential facility is not licensed by the State, and has no rules and regulations. As you know, all institutions cannot operate without set guidelines. I am asking that you please **DENY** this rezoning request, and preserve this quiet and peaceful community.

Thank you,



Etta J. Harris
4090 Old Naylor Road
Lake Park, GA 31636

D

Jenene B. Dasher
4053 Storey Drive
Lake Park, GA 31636
229-251-7464

Regarding the re-zoning of property at 2193 Howell Road, Lake Park, GA

My name is Jenene Dasher. I live at 4053 Storey Drive, Lake Park, GA, approximately 2 miles from the aforementioned property to be re-zoned.

My late husband and I built the house next to this property and lived there 30 years before moving to my current location on family land.

While I commend those that want to be relieved of their addictions, I am concerned over the location.

I am against the re-zoning of this location for several reasons. First, this property is located close to family properties. Not only on Howell Road but there are several families that their properties join up to the back of the property to be re-zoned. This establishment would be prey to unscrupulous people trying to sell illegal substances to those mentally weakened by their addictions.

Also, there are 2 elementary schools close to this location. There could be law enforcement action that could jeopardize these locations. Children should not be subject to potential danger.

Traffic is also a big concern. The intersection at Perimeter and Howell Road have been the topic of many regarding the crossing of this intersection,

especially during the morning, lunch and getting out of school and work hours. There have been many wrecks there and several deaths at this intersection. If this facility is allowed to come to the re-zoning location, there would be a substantial increase in traffic. The train which crosses Howell Road is a point of concern. It blocks the crossing and causes traffic problems.

The eco-system would be disrupted, as well. There is a lot of wild life in the area that would lose their homes. I've seen deer, fox, wild ducks, bald eagles, bear as well as Florida panthers in this area while I lived there.

In conclusion, I believe the facility needs to be within the city limits to be closer to potential jobs, stores, doctors, hospital and law enforcement.

Thank you for consideration and letting me voice my concerns.

Respectfully,

Jenene Dasher 5-22-22

Jenene Dasher

To whom it may concern:

My husband, Lonnie George, and I Joe George live at 4007 Old Naylor Road. We are very much opposed to the development at 2193 Howell Road.

This is a quiet country area where the residents can hunt and fish. We live a quiet life and like it that way. As senior citizens we need the safety and quietness of the area. Our family has been on this land for almost 40 years and this drug rehab is the last thing we need here.

We feel that a drug rehab facility will bring in drugs and crime to our quiet area. We have young teenage granddaughters and don't want them exposed to this behavior.

We urge you strongly to deny this request. If you don't, you will see this area at the ballot box.

Sincerely,

Lonnie and Joe George

Lonnie George
Joe George

2.

Steve + Mary Bridges
4112 Old Naylor Rd.
Lake Park, Ga. 31636

We are totally AGAINST the re-zoning of the property at 2193 Howell Rd. to Planning Development!

As the original owner of this property at 2193 Howell Rd. (4 acres + house) (fka: Mary Sanders) this property should stay zoned as Agriculture.

We are against any development and will destroy our wetlands not to mention lessen our property value.

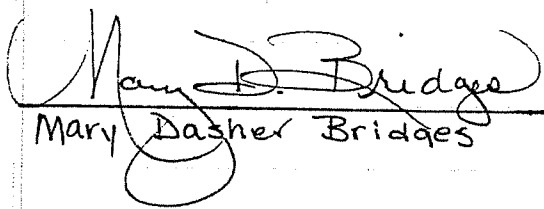
This whole area is family orientated as I have many family members, grandchildren and friends plus 2 elementary schools in this area. I feel it would be unsafe for our community as you would have Drug/Alcohol addicts and possible Sex offenders.


I understand Mr. Moore has 35 acres of his own so he needs to build his rehab facility on his own property or is it because he has young children himself and don't feel safe for them?

2/

This seems like we are not getting the whole / truth story as the re-zoning sign was just put up + now the meeting is Monday 23rd. We do not want this shoved down our throats!

Again, we want this property at 2193 Howell Rd to stay zoned as AGRICULTURE!


Mary Dasher Bridges


Steven F. Bridges, Sr.

5/23/2022

Dear Zoning Commission, Town of Coweta, Ga.

I have been informed of a property rezoning application case number RBZ-2022-10. This application would change from EA to PD. This property is located at 1293 Howell Rd. I have been informed that proposed use would be establishment of a drug/alcohol rehab center. This use of the property is completely unacceptable. This neighborhood has numerous families (most young). Schools are in this area and traffic is already heavy. I have reservations of cost; of safety from users losing driving privileges; of adequate manpower; of adequate regulation by county, state, and federal personnel; may I submit my objection as landowner, taxpayer, and lifelong resident of Coweta county for this rezoning. I thank you for your consideration.

Robert Jason IT/CI Ret USAF
4029 Old Naylor Rd
Lake Park GA 31636

Cheryl Black
2657 Howell RD,
Lake Park, Ga. 31636

To the Commissioners of Lowndes County, Georgia,

This letter is concerning the rezoning of a parcel of land located at 2193 Howell Rd. from Estate Agricultural to Planned Development in order to build housing for drug addicts. There will be no licensed counselors and the addicts will be allowed to come and go wherever they please even in our back yards. There is no guarantee that we will not have any problems with at least some of the residents, They will not all be clean, some are going to revert back to their drug ways and will need money from somewhere.

I would like to state my objections and concerns in this matter. I totally object to these housing units, around fifty-three units, within ten years, being built in a family community area, I have lived on Howell Rd. forty-eight years, I am a widow, seventy two years old and live alone. My husband and I built a house on Howell Road on family land in the year 1974. This land has been in the family for over a hundred years. It has always been a residential area and should stay a residential area. I think that as a land owner and resident for so may year I should not have to feel unsafe.

I should not have to worry if someone with drug issues will cause problems in our neighborhood. I fear having these residents nearby can lead to more and more issues like theft, robbery, hurting someone or killing someone. I am sure you are all aware of what happens in neighborhoods with crime issues. Once it gets, started it will not stop. It will also decrease the value of our homes, as no one will want to live in this area with drug housing right down the road from them. We have to be concerned with our children and grandchildren being hurt or worse. Look at the statistics for crime. Also, elderly people live out this way and are often the ones that crimes are committed against because they are easy targets and cannot defend themselves.

I worked at Valdosta State Prison for almost twenty years and I am fully aware of what can happen, and I am aware of the behavior of drug addicts. There is always someone that gives into their addiction. They will do anything to get the drugs they need.

I have already encountered a crime done by a drug addict who broke into and robbed my home a number of years ago so I do know what I am talking about. I should not have to worry about this now at my age. I don't understand how this rezoning is even possible and why we are having to fight for our homes and safety.


Just as you do we have a right to live without fear for ourselves, our children, grandchildren and all our family. We also have the right not to lose the value we have in our homes that we have worked so hard to earn. I feel as long term residents of the area our feelings and concerns should outweigh that of a development company and should be the deciding factor for not approving this rezoning petition.

If you really want to be truthful to yourself, I am sure not one of you would allow these housing units in your neighborhood.

In closing, please really think about your reaction to these drug housing units being put in your neighborhood around your children, grandchildren, your elderly family members and yourself. Also, think about how it would affect the value of your homes and what crime could be introduced to your neighborhood.


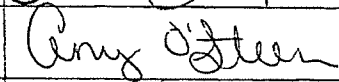

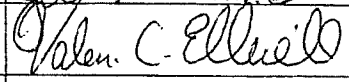
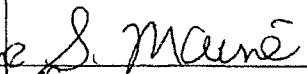
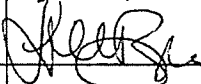


Thank you for your consideration. Please do not approve this rezoning petition.

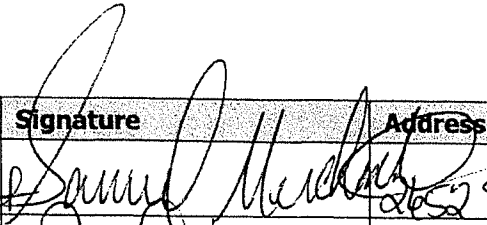
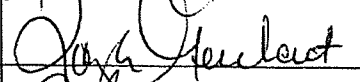
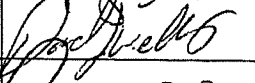
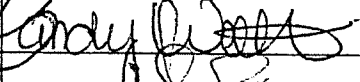
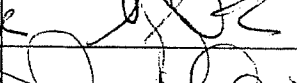

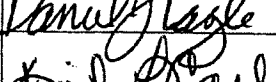

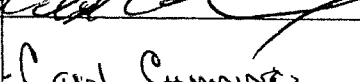
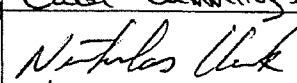
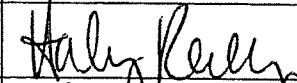



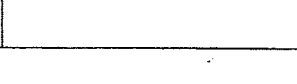
Sincerely,


Cheryl Black

Petition to prevent rezoning at the location of 2193 Howell Road

Petition summary and background	The potential buyer of the property located at 2193 Howell Road and adjoining acreage, is attempting to rezone residential property in an attempt to set up a privately operated alcohol and drug addiction recovery facility.
Action petitioned for	We, the undersigned, are concerned citizens who urge our leaders to act now to prevent the rezoning of the location of 2193 Howell Road and for the area to remain agricultural or residential.

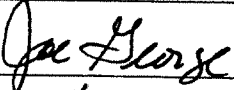
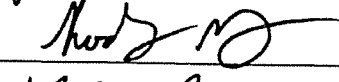
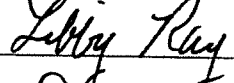
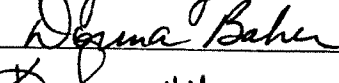
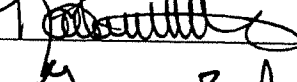
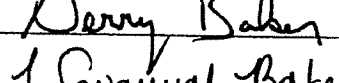
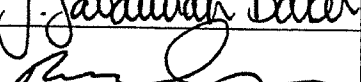

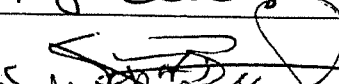

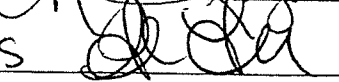

Printed Name	Signature	Address	Comment	Date
Carrie Dampier		4085 Storey Dr Lake Park, GA 31636	Please don't bring this recovery facility to our residential area.	5/23/22
Amy O'Steen		5725 Inner Perimeter Road	This is too close to an elementary school	5/23/22
Jill Williams		5725 Inner Per. Road	Too close to elementary school	5/23/22
Valencia Elliott		5725 Inner Per. Rd	Too close to my school.	5/23/22
Shannon Marie		2288 New Statenville Hwy Vald, GA.	Too close to Elem. School	5/23/22
Lee Brown		5010 Hickory Grove Rd. Valdosta, GA 31602	Too close to school	5/23/22
Elizabeth Schrieber		4035 Cause Point Valdosta, GA 31605	Too close to school	5/23/22
Lakisha J		3554 McOwen Ave Valdosta GA 31602	too close to school.	5/23/22

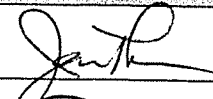


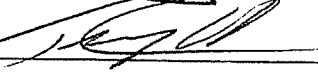
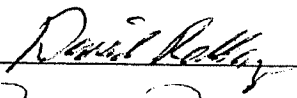
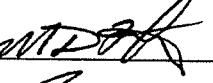
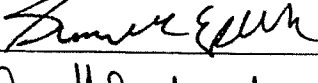
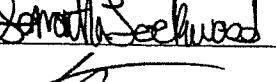
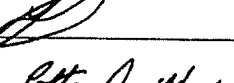
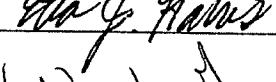
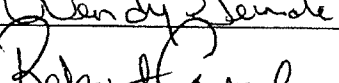

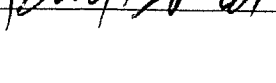
Printed Name	Signature	Address	Comment	Date
Samuel Merchant		2652 Shelton Rd Lake Park Ga	DO NOT Rezone!	5-22-22
Tanya Merchant		2652 Shelton Rd Lake Park Ga	DO NOT Rezone!	5-22-22
David Wells		2648 Shelton Rd Lake Park Ga	Do Not Rezone	5-22-22
Candy Wells		2148 Shelton Rd Lake Park Ga	do not rezone	5-22-22
Greg Oliver		2638 Shelton Rd	Do NOT Rezone	5-22-22
Phonah Oliver		2638 Shelton Rd Lake Park Ga	DO NOT Rezone	5-22-22
Daniel Cagle		5623 Lake Park Rd	Do Not Rezone	5-22-22
Kimber Cagle		5623 Lake Park Rd	Do Not Rezone	5/22/22
Plyde Cummings		5615 LAKE PARK ROAD	DO NOT REZONE	5-22-22
Carol Cumming		5615 Lake Park Rd	DO NOT REZONE	5-22-22
Nicholas Clark		2944 Dasher Johnson Rd	DO NOT Rezone	5-23-22
Haley Rodney		2944 Dasher Johnson Rd.	Do not rezone	5/23/22
Lance Jenkins		2763 Howell RD	Do not rezone	5/23/22
Jesse Bush		2942 Dasher Johnson Rd	Do not rezone	5/23/22
MATT BAKER		4046 OLD AYALOR RD.	DO NOT REZONE	05-24-22

Printed Name	Signature	Address	Comment	Date
Erene Dasher		4053 Storey Dr. Lake Park, GA	DO NOT change zoning	5-20-22
Jeff Dasher		4061 Storey Dr Lake Park, GA	Do Not Change Zoning	5-21-22
Marie Dukes		2715 Shelton Rd Lake Park, Ga 31636	Do not change zoning	5-21-22
LEE DUKES JR		2715 Shelton rd Lake Park Ga 31636	Do not change zoning	5-21-22
Jeff Atkison		2716 LAKE PARK COT shelton RD	DO NOT change zoning	5-21-22
Heath Atkison		Lake Park GA 2716 Shelton RD	Do not change zoning	5-21-22
Tari Atkison		2716 Shelton RD Lake Park GA 31636	DO NOT Change zoning	5/21/22
Lee Atkison		2716 Shelton RD LAKE PARK GA 31636	DO NOT change zoning	5/21/22
Silera Dukes		2731 Shelton Rd Lake Park GA 31636	DO NOT change zoning	5/21/22
Brandon Dukes		2731 Shelton Rd Lake Park GA 31636	DO NOT Change zoning	5/21/22
Jeff Frier		2385 Howell Rd Lake Park Ga 31636	DO NOT Change zoning	5/21/22
Deidra Frier		2385 Howell Road Lake Park Ga 31636	DO NOT Change Zoning	5/21/22
Jeel Allen		2810 Howell Rd Lake Park GA 31636	Do not change zoning	5/21/22
Julie Allen		2810 Howell Rd Lake Park GA 31636	Do Not change zoning	5/21/22
Stephen S. Dasher Jr.		4055 Storey Dr. Lake Park, Ga. 31636	Do Not Change Zoning	5/21/22
Alexis Dasher		4061 Storey Drive Lake Park, GA, 31636	DO NOT change zoning	5/21/22

Petition to prevent rezoning at the location of 2193 Howell Road

Petition summary and background	The potential buyer of the property located at 2193 Howell Road and adjoining acreage, is attempting to rezone residential property in an attempt to set up a privately operated alcohol and drug addiction recovery facility.
Action petitioned for	We, the undersigned, are concerned citizens who urge our leaders to act now to prevent the rezoning of the location of 2193 Howell Road and for the area to remain agricultural or residential.



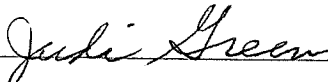


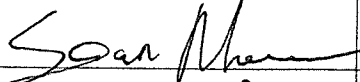
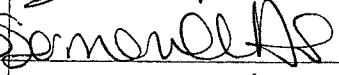
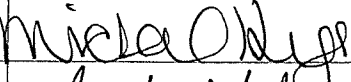
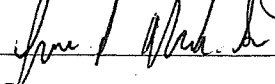
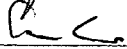
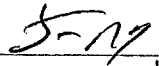
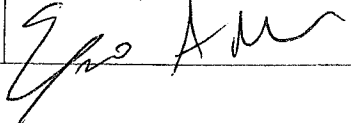
Printed Name	Signature	Address	Comment	Date
Joe George		4007 Old Naylor Rd.	No - Deny	5/20/2022
Rodney Ray II		4055 Old Naylor Rd.	No - Deny	5/20/2022
Libby Ray		4055 Old Naylor Rd.	No - Deny	5/20/2022
Donna Baker		4020 Old Naylor Rd.	No - Deny	5/20/22
Katherine Dasher		4061 Storey Dr.	No - Deny	5/20/2022
Gerry Baker		4020 Old Naylor Rd.	No	5-20-22
Savannah Baker		4046 Old Naylor Rd.	NO - DO NOT REZONE	5-20-22
Rick George		3999 Old Naylor Rd.	No	5-21-22
Lynn George		3999 Old Naylor Rd.	NO!	5-21-22
STEVEN BRIDGES		4112 Old Naylor Rd.	NO!	5-21-22
Mary Bridges		4112 Old Naylor Rd.	NO!!!	5-21-22
Shane Thomas		2790 Howell Rd.	DO NOT change zoning	5/21/22

Printed Name	Signature	Address	Comment	Date
Jamie Thomas		2790 HOWARD	No Deny	5-21-22
Robert L. Eason		4029 old Naylor Rd	How is this regulated?	5/22/22
CAMERON HINES		2979 Howell Rd	NO / DENY	5-22-22
Terry Hines		5573 Green Rd	NO / Deny	5-22-22
Tamara Hines	TASKUS Hines	5573 Green Rd	No-Deny	5-22-22
David Roddey		2397 Howell Rd	NO Deny	5-22-22
Rebecca Roddey	Rebecca Roddey	7391 Howell Rd	NO Deny	5/22/22
Alicia Henderson	Alicia Henderson	2581 Howell Rd.	NO-Deny	5/22/22
MICHAEL HENDERSON		2581 Howell Rd.	NO-DENY	5/22/22
Summer Eges		2581 Howell RD.	NO Deny	5/22/22
Samantha Lockwood		4077 Old Naylor Rd.	NO-Deny	5/22/22
Larry Lockwood		4077 old Naylor Rd.	No-Deny	5/22/22
Etta J. Harris		4090 old Naylor Road	No-Deny	5/22/22
Wendy Gernale		3306 Boring Pond Rd	No-Deny	5/22/22
Robert Gernale		3306 Boring Pond Rd	No-Deny	5/22/22
Brad Baker		2807 Jennifer St.	NO-Deny	5/22/22

Printed Name	Signature	Address	Comment	Date
Jaycee Dasher		4061 Storey Drive Lake Park 31636	NO & Do Not rezone	5/21/22
Gary C. Palmer		4045 Storey Dr Lake Park ³¹⁶³⁶	Do Not Rezone	5/22/22
Cynthia Hairr		4083 Storey Dr. Lake Park, GA 31636	Do Not Rezone	5/22/22
Michael O. Hairr		4095 Storey DR Lake Park, GA 31636	Please Do Not REZONE	5/22/22
Janice Palmer		4045 Storey Drive LAKE PARK, GA. 31636	Do Not Rezone	5-22-22
Heather Schermyda		4041 Storey DR Lake Park, GA 31636	Do Not Rezone	5/22/22
Zach Hairr		4041 Storey DR Lake Park GA 31636	Do Not Rezone	5/22/22
Rodney Ray Sr		4055 Old Naylor Rd LAKE PARK 31636	DO NOT REZONE	5/22/22
Jared Nowell		3005 Howell Rd Lake park 31636	Do not Rezone	5/22/22
Courtain Nowell		3005 Howell Rd Lake Park, GA 31636	NO ; DO NOT REZONE	5.22.2022
Robert Ellis		4862 Otter Creek Rd. Lake Park, Ga. 31636	No	5/23/22
Cheryl Black		2657 Howell Rd Lake Park, GA 31636	NO NO	5/23/22
Derrick Black		2699 Howell Rd	NO	5/23/22
Helen Black		Lake Park, GA	NO	5/23/22
Kate Lankford		Same as above	NO	5/23/22

Petition to prevent rezoning at the location of 2193 Howell Road

Petition summary and background	The potential buyer of the property located at 2193 Howell Road and adjoining acreage, is attempting to rezone residential property in an attempt to set up a privately operated alcohol and drug addiction recovery facility.
Action petitioned for	We, the undersigned, are concerned citizens who urge our leaders to act now to prevent the rezoning of the location of 2193 Howell Road and for the area to remain agricultural or residential.

Printed Name	Signature	Address	Comment	Date
Wilfred Lewis		2211 Gaines Lane Valdosta GA 31602		5/28/22
Jessica Lewis		2211 Gaines Ln Valdosta, GA 31602		5/28/22
Judi Green		4701 Borning Pond Rd Valdosta, Ga	X	5-28-22
Bethann Crady		3615 DEERWOOD RD Valdosta GA 31606	X	5-28-22
Michelle Moore		4156 Borning Pond Rd	X	5/28/22
Sean Moore		11	X	5/28/22
Samantha Hughes		4097 Northlake Dr Valdosta VA 31602		5/28/22
Michael Hughes		11 11		5/28/22
Justin Nickson		4637 Vienna Church Rd		
Corrinn News		3856 Powell Rd		5-28/22
Javier Moore		↓		5-28/22
EVA Allen		↓		5/28/22

Petition to prevent rezoning at the location of 2193 Howell Road

Petition Summary and background	The potential buyer of the property located at 2193 Howell Road and adjoining acreage, is attempting to rezone residential property in an attempt to set up a privately operated alcohol and drug addiction recovery facility.
Action petitioned for	We, the undersigned, are concerned for citizens who urge our leaders to act now to prevent the rezoning of the location of 2193 Howell Road and for the area to remain agricultural or residential.

Name	Address	Email	Message	Date
Jesse Norman Bush II	2942 Dasher Johnson Road Valdosta, GA	jnbush@12stones.biz	We support denial of REZ-2022-10	5/26/2022
Renalda Bush	4373 Corinth Church Road Lake Park, Georgia 31636	renaldajohn@gmail.com	Message: To all Commissioners and any Party for this, as a citizen of Lowndes County for 58 years, as a mother of 3 and grandmother of 9. I DO NOT AGREE OF PUTTING THIS FACILITY ON HOWELL ROAD NEAR MY FAMILY! Do not allow this facility.	5/26/2022
Nicole Clark	7953 MacArthur Lane Valdosta, Georgia 31601			5/26/2022
Terry Clark	7953 MacArthur Lane Valdosta, Georgia 31601			5/26/2022
Andrew Clark	7953 MacArthur Lane Valdosta, Georgia 31601			
John Bush	1971 New Statenville Hwy Valdosta, Georgia 31606			5/26/2022
Marion Bush	1971 New Statenville Hwy Valdosta, Georgia 31606			5/26/2022
Eric Spencer	5645 Sacramento Street Valdosta, Georgia 31601	spencervldst@aol.com	I'm not against helping people but I won't trust these people around that I built for me and my family.	5/27/2022
Marilyn Murray	7576 Smith Lane Hahira, Georgia 31632	murraydmf@gmail.com		5/27/2022
Anna Bush	2942 Dasher Johnson Road Valdosta, Georgia 31606	jesseanannabush2003@gmail.com		5/27/2022
Jack R Martin	5678 Cypress Lake Trails Lake Park, GA 31636	jryccmartin@gmail.com		5/27/2022
Nick Smith	5450 Coleman Road NW Hahira, GA 31632	tnick_smith@hotmail.com		5/27/2022
Yancey Hartman	4108 Loch Laurel Road Lake Park, GA 31636	hartmanyancey@yahoo.com		5/27/2022
Kaitlyn Hudgins	2160 New Statenville Highway Valdosta, GA 31606	kbarkely23@hotmail.com	I want to keep our community safe for our children.	5/27/2022

Heather Smith	5450 Coleman Road NW Hahira, GA 31632	hsing12@hotmail.com		5/27/2022
Brian Cooper	3408 Pinewood Dr S Lake Park, GA 31636	brian@warehouserentals.net		5/27/2022
Henry Williams	5680 Fontana Road Valdosta, GA 31601	dobiewilliams45@gmail.com	Why would you want to put a halfway house 2 mile from two schools, whom ever idea this was put in their neighborhood.	5/27/2022
Judy Bennett	2747 Whitmer Lane Valdosta, GA 31606	boydbennett21@yahoo.com	too close to too many children	5/27/2022
Amanda Hartman	4108 Loch Laurel Road Lake Park, GA 31636	hartmanyancey@yahoo.com	I support this petition for denial of Rez-2022-10	5/27/2022
Stephen S Dasher Jr	4055 Storey Drive Lake Park, GA 31636	stephen.dasher@yahoo.com	I'm against the rezoning of this property for this purpose. My family and I live nearby, and without proper training and supervision, I don't believe they would be getting the help and accountability they need.	5/27/2022
Randy Holloman	4071 Coleman Road N Valdosta, GA 31602	mail@sgcorgia.com	Lack of staff and security concerns me, as does the size of the facility	5/27/2022
Lovelle Martin	3791 Madison Hwy Valdosta, GA 31601	lovelle88@yahoo.com		5/27/2022
Amanda Martin	5678 Cypress Lake Trail Valdosta, GA 31601	arb2265@yahoo.com	should be away from schools and churches	5/27/2022
Amber Hiers	5227 New Bethel Road Valdosta, GA 31605	anboyett@valdosta.edu		5/27/2022
Justin Hiers	5227 New Bethel Road Valdosta, GA 31605	anboyett@valdosta.edu		5/27/2022
Casie Tabor	412 S Hagan Bridge Road Hahira, GA 31632	casietabor@gmail.com		5/27/2022
Brandy Ridley	5664 Cypress Lake Trail Valdosta, GA 31601	brandyraidley12@gmail.com		5/27/2022
Amber Whitmer	8197 Webb Road Hahira, GA 31632	anwhitmer04@gmail.com	My grandmother lives down from Howell Road, and I do not think this development would be a good addition to the peaceful area	5/27/2022
Kristy Cooper	5365 Maycomb Ave Hahira, GA 31632	kriscooper77@yahoo.com		5/27/2022
Cody Radney	1906 N Ashley St Valdosta, GA 31602	acradncy@gmail.com	I am completely against a halfway house on this road or anywhere close.	5/27/2022
Carrie Dampier	4085 Storey Drive Lake Park, GA	mcdampier@gmail.com		5/27/2022
Shelly Barber	3908 Barker Road Valdosta, GA 31602	shellybarber@lowndes.k12.ga.us	Move it to the owners property!! Also needs to have paid staff to be able to monitor the men and their sobriety.	5/27/2022
Michelle Denley	7438 Woodbend Trail Hahira, GA 31632	mdenly71@gmail.com	stop the halfway houses	5/27/2022
Jen Saliba	703 Smithbriar Drive Valdosta, GA 31602	jensaliba2022@gmail.com	concern for the plans of the proposed halfway house with no supervision and near elementary schools, as well as neighborhoods.	5/27/2022
Deldra Leary	2931 Dasher Johnson Road Valdosta, GA 31606	dsirman@yahoo.com	I am a concerned resident and I urge our local counsel or clergy to act now to HALT plans for this halfway house in my neighborhood.	05/27/222

Patrick Franklin	2931 Dasher Johnson Road Valdosta, GA 31606	patrick.a.franklinsr@gmail.com	I opposed the building of a reconditioning complex in my area due to my family, I have a son under the age of 15 and granddaughters and grandsons whom visit frequently. I do not feel comfortable having a place of that nature close to my residency even if the conditions were better. If the contractor wishes to construct a build for such use them he needs to do it in the area of where he/she lives.	5/27/2022
John Copeland	5365 Maycomb Ave Hahira, GA 31632	jacope19@hotmail.com		5/28/2022
Oveta Copeland	5365 Maycomb Ave Hahira, GA 31632	bbcopd@hotmail.com		5/28/2022
Andy Gay	7517 Miller Bridge Road Hahira, GA 31632	sandman0920@gmail.com		5/28/2022
Matt Phelps	4560-F Valnorth Drive Valdosta, GA 31602	matt@phelps-companies.com	I am against this rezoning request. Staff found it inconsistent with the Character Area so it should stop there. What is the point of having these guidelines to help manage growth if they are just ignored. Staff also admits there are potential negative effects to the surrounding properties, but are willing to let it go forward. My typical opinion is to let people use their property how they see fit as long as it doesn't infringe on the rights and safety of others. This proposed development has a very high chance of endangering the safety of the neighbors and should not be allowed at this location.	5/28/2022
Kelley Parker	5071 Phillips Road Valdosta, GA 31601	kvphelps@valdosta.edu		5/28/2022
Michaela Kean	8424 Vickers Circle Hahira, GA 31632	mkean@radar.gsw.edu		5/28/2022
Lyndi Soles	8398 Vickers Road Hahira, GA 31632	lsoles13@gmail.com		5/28/2022
Amy Swails	611 Lafayette Street Hahira, GA 31632	amy.swails@outlook.com		5/28/2022
Lisa Dorris	5396 Watkins Road Valdosta, GA 31601	g_levents@yahoo.com		5/28/2022
Ashley	Valdosta, GA	ash.brooke_91@yahoo.com	I do not support this.	5/28/2022
Courtney Coppage	7288 Old Valdosta Rd N Hahira, GA 31632	courtscoppage@gmail.com		5/28/2022
Julie Williams	723 Lawson Farms Road Hahira, GA 31632	lukie920@outlook.com	not in support	5/28/2022
Kelly Lupton	4805 Bethany Drive Hahira, GA 31632	kscolson@hotmail.com	This is very concerning for the families that live nearby as well as for the children who attend nearby schools. I'm all about helping people get their lives together, but this location is not the place they need to do that.	5/28/2022
Mona Kelley	5498 Watkins Road Valdosta, GA 31601	monalkelley@att.net	I strongly oppose this	5/28/2022
Gena Shiver	PO Box 449 Valdosta, GA 31605	genarae12@yahoo.com	I'm an all for helping anyone in need .Rehabilitation does work but not always. I think this type of home should not be in a community area and should have guidance on where residensts are when they are going through the process.	5/28/2022

Montez Curbeam	3389 Dinky Run Valdosta, GA 31605	mscurbeam@gmail.com		5/28/2022
Melinda White	7251 Tillman Bluff Rd Valdosta, GA 31605	teachergirl83@hotmail.com	against this	5/28/2022
Tessa Carder	3835 Dasher Road Lake Park, GA 31636	horsebackheroes@yahoo.com	The research behind this clearly shows it is not in the best interest of those living nearby. This is not supported by local law enforcement which speaks volumes.	5/28/2022
Aron Robertson		aron_robertson2003@yahoo.com	I don't support this. This will put my child's safety at risk.	5/28/2022
Lakarsha Jackson	3554 McDougal Lane Valdosta, GA 31606	lakarsharjackson@gmail.com	I live right in the back of where the place is going to sit. I don't feel comfortable having men going and coming in and out when they please, and we have children that live around here also. The schools are right around the corner it's not safe. I fear that if this allowed our children, elderly and woman will be in danger. They will be allow to lurk around without any supervision is just not right. If they really want to have this done, do it on their own property where they can keep a better eye on the men that will be house there. What about our rights ,to be safe In our home. I'm all for helping people ,but it shouldn't be at the risk of our children.	5/28/2022
Brianna Everett	3599 Meadowdale Drive Valdosta, GA 31601	miss_chantae17@yahoo.com		5/28/2022
Richard Wilkes	3525 New Statenville Hwy Valdosta, GA 31606	rwilkes@thewilkesfirm.com		5/28/2022
Bill Daugherty	3148 Boring Pond Road Valdosta, GA 31606	billdaughertygy@gmail.com	As a homeowner very near to the proposed location I am strongly against approval for this development. It is too close to our residential property and not appropriate for the zoning in this area.	5/28/2022
Sharyna Williams	1536 San Bernardino Way Valdosta, GA 31606	sharynaw@gmail.com	I support the initiative for those who need the help to outsource themselves to rehab but I do not support them not be monitored or being close by where my community is. This location is not a great one for this project. These men need to be in a locked down area where they can fully utilize the facility. The freedom to go as they pleased aren't inviting to me. I have a daughter and I would hate to think that something could happen to my child or anyone else for that matter due to the location of this facility.	5/28/2022
Kristopher Williams	1536 San Bernardino Way Valdosta, GA 31606	kristopherwilliams52@gmail.com	I agree that people need facilities such as these to redirect they life but I do not agree with the location of this facility. I have a daughter and I also love this neighborhood exactly how it is. Please consider that before you make permanent decisions that can affect this community.	5/28/2022
Laci Crowdis	400 S Hagan Bridge Road Hahira, GA 31632	lacicrowdis@gmail.com		5/28/2022
Whitney Sharpe	4419 Wisteria Lane Valdosta, GA 31602	whitneysharpc08@gmail.com	I am a realtor in Lowndes County and firmly believed this would depreciate the surrounding property values and would be better suited in a different and better location	5/28/2022
Alex Sharpe	4419 Wisteria Lane Valdosta, GA 31602	sharpecodevelopments@gmail.com	I am a developer in Valdosta and putting a facility of this type in this location would be devastating to surrounding properties.	5/28/2022
Susan Brownlee	700 Edgewater Place Hahira, GA 31632	susangbrownlee@yahoo.com		5/28/2022

Shawn C Gell	5975 Nature's Way Naylor, GA 31641	shawngell@yahoo.com	This is against our covenants in our HOA.	5/28/2022
Charlene Pendleton	4705 Otter Creek Road Hahira, GA 31636	pendletoncharlene@gmail.com		5/28/2022
Rhonda Carter	3529 Johnson Rd SE Valdosta, GA 31606	rhonda.carter1977@gmail.com	Please find another area for this rehabilitation center! This should not be within minutes of a school	5/28/2022
Amanda Parker	4902 Beaver Lane Valdosta, GA 31601	aparker25@gmail.com		5/28/2022
Lori Burnham	7400 Miller Bridge Road Hahira, GA 31632	lmburnam@yahoo.com	I am against this project at this location.	5/28/2022
Scott Burnham	7400 Miller Bridge Road Hahira, GA 31632	sgburnam@yahoo.com	I am against this project at this location.	5/28/2022
Katinka Kelly	2739 Coffey Drive Valdosta, GA 31601	expresskatinka@gmail.com	Thank you for this. We do indeed way the truth of what is intended and how it will be fun safely for all.	5/29/2022
Alex Elliott	2517 Melrose Drive Valdosa, GA 31602	biggerbetterbbq@gmail.com	I believe in second chances but they need to find another place to put this. It is too close to the elementary schools in that area.	5/29/2022
Mallory Lane	4259 Skipper Bridge Road Hahira, GA 31632	mallorylane28@gmail.com	I do not support this half way house being built.	5/29/2022
Paul	4259 Skipper Bridge Road Hahira, GA 31632	planjr@gmail.com	I do not support this plan of building a half way house.	5/29/2022
Tracey Cumbie	4695 Rudy Way Hahira, GA 31632	cahtracey@yahoo.com	I am concerned due to children I know living in that area. I feel as if there needs to be a more secluded suitable area for this away from families with children.	5/29/2022
Glenn Dorminey	3384 Old Statenville Road Valdosta, GA 31606	wydorminey@outlook.com	I am against this development being built in this vicinity of two schools. The potential for future trouble to the residents in the local area is very evident. Although I support such efforts for those who have managed to make it to this point in their life's, I do not believe any facility which is unregistered, unregulated and especially unsupervised will ever be to any advantage for those involved except for those who will be reaping the monetary benefits of such. There are other facilities within the city? county which could be used for such a project of this endeavor , remodel and utilized these.	5/29/2022
Lindsey Garren	5629 Griffin Drive Hahira, GA 31632	lugarren@hotmail.com	Protect our kids! Don't build the halfway house!	5/29/2022
Rebecca Lavender	5261 Bethany Drive Hahira, GA 31632	rwlavender73@gmail.com		5/29/2022
Frances Burkhalter	3714 Johnston Road Valdosta, GA 31601	fburkhalter05@gmail.com	we don't want this in our peaceful neighborhood. No one will be safe anymore.	5/29/2022
Leslie Wardwell	3144 Howell Road Valdosta, GA 31606	dlainawardwell@gmail.com		5/29/2022
Gary Howell	3144 Howell Road Valdosta, GA 31606	garyhowell2006@gmail.com		5/29/2022
Gavin Howell	3144 Howell Road Valdosta, GA 31606	gavinhowell2006@gmail.com		5/29/2022
Dawn Keen	5027 Boring Pond Road Valdosta, GA 31606	dawn14376@hotmail.com		5/29/2022

Joseph Keen	5027 Boring Pond Road Valdosta, GA 31606	josephkeen30@yahoo.com		5/29/2022
Skye Giddens	4005 Nelson Hill Pl Hahira, GA 31632	skye.giddens@gmail.com	As a teacher, this is way too close to families and public schools to be safe. We need to put what is best for the most vulnerable -- our children -- first.	5/29/2022
Tamela Hammock	6138 Baywood Drive Valdosta, GA 31606	tamelahammock@gmail.com	I do not want this in my neighborhood. I moved out here to be away from this and I do not want my grandchildren exposed to this. There are children living throughout mine and the neighboring neighborhoods. I do not want to worry that these men have the free range to do as they please in my neighborhood.	5/29/2022
Andrea Huguley	6112 Southern Shore Naylor, GA 31641	mrs_huguley@yahoo.com	As a parent and teacher of students at Moulton-Branch Elementary, I do not feel safe with this development being so close to my work environment. I hope they can find another business endeavor. We do not need another reason to fear sending our children to school. please reconsider. Maybe some other location out near the interstate.	5/29/2022
John W Boller	4727 Otter Creek Road Hahira, GA 31636	j_wb@hotmail.com	This is improper as to location with two schools in close proximity a church and families nearby. No oversite by any staff and no record keeping for when people leave and arrive.	5/29/2022
Christine Hardy	7 Street B Ray City, GA	andiehardy93@yahoo.com	I grew up off of Howell Road. There are tons of children and families around who have lived there for generations. This is not a good place for this to be built. There's tons of land available in Valdosta close to town.	5/30/2022
Brandi Rogers	3220 Boring Pond Road Valdosta, GA 31606	brandirogers02@yahoo.com		5/30/2022
Cellest Godwin	3665 Newsome Road Valdosta, GA 31606	cellestgodwin@gmail.com	My daughter goes to MBE and my family lives near where this would be placed. All this is going to bring is more robbery and break ins for people trying to score their next hit.	5/30/2022
Cali Schafer	3190 Boring Pond Road Valdosta, GA 31606	calischafer@gmail.com	My child needs to be safe while outside playing as well as families with other children. We also have a school near by.	5/30/2022
Brandon Condrey	3190 Boring Pond Road Valdosta, GA 31606	brandon.condrey89@gmail.com		5/30/2022
Callie	6835 Lake Park Road Lake Park, GA 31636	calliewitherspoon@icloud.com	I do not support this.	5/30/2022
Michelle Tomlinson	3775 Johnson Road SE Valdosta, GA 31606	sandlinmichelle@ymail.com	I live 4-5 miles from this proposed location and feel as though this will pose a threat to the security of my family and property.	5/30/2022
Alyssa Godwin	6115 Pinewood Drive Valdosta, GA 31606	alyssao93@gmail.com	I do not feel safe with this near our school and house.	5/30/2022
Kendall Godwin	6115 Pinewood Drive Valdosta, GA 31606	godwin11@outlook.com	I do not feel safe with this near our school and house.	5/30/2022
Shelly Bush	3608 US Hwy 41 S Valdosta, GA 31602	sbush1208@gmail.com		5/30/2022
Katherine Dasher	4061 Storey Drive Lake Park, GA 31636	kdasher1181@yahoo.com	I do not support the rezoning and will be ay the next meeting	5/30/2022
Ashley Morgan	139 Griner Road Hahira, GA 31632	a.morgan1188@yahoo.com		5/30/2022
Alexis Dasher	4061 Storey Drive Lake Park, GA 31636	alexisdasher@yahoo.com	I do not approve of the rezoning of this land.	5/30/2022

Jeff Dasher	6041 Storey Drive Lake Park, GA 31636	jdasher1@hotmail.com	Do not rezone. We don't want this in our neighborhood around our children.	5/30/2022
Ketherine Goss	4951 Vann Road Valdosta, GA 31606	Kmgoss4@yahoo.com	No way do I want these people right here in my back yard. I have a daughter and future grand children and in no way will I support this.	5/30/2022
James Goss	4951 Vann Road Valdosta, GA 31606	gossvaldosta@bellsouth.net	No way!!	5/30/2022
Brittany Huss	3064 Howell Road Valdosta, GA 31606	brittany.hunt07@gmail.com	Do not support this halfway house	5/30/2022
Jimmy Hunt	3064 Howell Road Valdosta, GA 31606	jimmyhunt_09@yahoo.com	We don't support this!	5/30/2022
Brittany Hunt	3064 Howell Road Valdosta, GA 31606	brittany.hunt07@gmail.com	Do not support these houses	5/30/2022
Julie Milam	5235 Maycomb Avenue Hahira, GA 31632	julie@juliedavis.net		5/30/2022
Kathy Nessmith	4737 Otter Creek Road Lake Park 31636	kattn323@aol.com	We DO NOT want this!!! No no no!!	5/30/2022
Tara Weldon	7024 Old Valdosta Road Hahira, GA 31632	tara7024@gmail.com		5/30/2022
Michael Weldon	7024 Old Valdosta Road Hahira, GA 31632	mcw7024@gmail.com		5/30/2022
Danielle Adams	15 Teese Trail Valdosta, GA 31602	dloni5512@gmail.com	I am not in support of the half way housing for these specific individuals being built in this location. The location needs to be changed and submitted to the community closest to its location before it is decided.	5/30/2022
Zane & Debbie Allen	4696 Boring Pond Road Valdosta, GA 31606	dallen4696@gmail.com	We disagree with the discussion of putting this so close to schools and a church not to say what it would do to our community. Its not going to be good for anyone to be good for anyone not even these men cause nobody will be overseeing them.	5/30/2022
Steven	4955 Vann Road Valdosta, GA 31606	sgossvaldosta@hotmail.com	Too many children in the area and will cause crime to rise for the good people that we do not need	5/30/2022
Trishdeanna Mullis	5000 Garschagen Road Valdosta, GA 31606	trishdeannam@gmail.com		5/30/2022
Christopher Mullis	5000 Garschagen Road Valdosta, GA 31606	mullisc26@gmail.com		5/30/2022
Caitlin Loyless	2397 Howell Road Valdosta, GA 31606	ccroddey@gmail.com	I have 2 small children, I don't want this type of facility this close to my house! It isn't safe for my kids! We moved out here for peace and quiet and safety, and want to keep it that way!! Also not safe to have within two miles of two different elementary schools! like are you kidding me?	5/30/2022
Hunter Loyless	2397 Howell Road Valdosta, GA 31606	hunterr12345@hotmail.com	I have 2 small kids, and this isn't the type of thing I want literally houses down from us. We want to live in a safe environment. This place isn't even regulated! With over 100 unsupervised men! No thanks!	5/30/2022
Abigail Waller	4946 Break Thru Road Valdosta, GA 31606	abigailwaller5@gmail.com	This is unacceptable! You would be insane to put a men's non-regulated, unsupervised and unregistered halfway houses 2 miles from two elementary schools. Especially being that these said men aren't even allowed to be alone with their own children! You are endangering the lives of the students at the schools as well as the children that live in the surrounding area. DO not allow this!!	5/30/2022

Betty Griffin		bgriffin31638@yahoo.com		5/31/2022
Andrew Kulhmann	4282 Boring Pond Road Valdosta, GA 31606	dfkulhmann@gmail.com	I do not support this halfway house location.	5/31/2022
Sophie Dykes	4250 Ezelle Road Valdosta, GA 31606	sebullows@gmail.com	want to keep my children safe	5/31/2022
Natalie Singletary	3170 Boring Pond Road Valdosta, GA 31606	bfc@brooks.k12.ga.us		5/31/2022
Rebecca Roddey	2397 Howell Road Lake Park, GA 31636	rebeccaroddey@gmail.com	With a place like this so close to my home I do not feel safe having it so close. I have grandkids that come over ranging from 1-10 and I have a 7 yr old. When it comes to the safety of the grandbabies and my child I will shoot first and ask questions last.	5/31/2022
Paula Lemings	2459 New Statenville Hwy Valdosta, GA 31606	paulajlemings@gmail.com	As a child of molestation don't do this to our community. Innocent children lives are at stake. You never heal from sexual abuse. Lock them bastards up somewhere. You can't fix that sickness of evil inside them. Personally I prefer them all killed be it a male or a female that does the abusing. Just kill 'em and put children out of their misery so they can just be kids.	5/31/2022
Robert Ellis	4862 Otter Creek Road Lake Park, Georgia 31636	Robertellis8593@gmail.com	Totally against the location for this facility. Having worked in a State operated Transitional Center I can see that this is being set up for failure. These programs are difficult enough to run with a 24 hour paid staff and volunteers. The location that is being looked at on Howell Road will require a lot of the residents traveling on foot to work and other commitments. We do not need these people traveling on our roads unsupervised	5/31/2022
Brenda King	7297 Miller Bridge Road Hahira, Georgia 31632	bdkingconst@hotmail.com	This is a good program when places in the proper location. The current Howell Rd location is dangerously close to neighborhood & young impressionable. Please RELOCATE	5/31/2022
Bobby King	7297 Miller Bridge Road Hahira, Georgia 31632	bdkingconst@hotmail.com	This concentration of individuals without full time supervision located near schools and neighborhoods it's a real bad idea	5/31/2022
Trish Mayne	406 Copeland Road Lake Park, Georgia 31636	tmaync2020@gmail.com	I think it's a terrible idea and don't want it in my area its already a lot happens over in that area I believe it would make it worse	5/31/2022
Dewayne Carson	5015 Cypress Lakes Drive Lake Park, GA 31636	dcwayne@contracts1.com		5/31/2022

Laura Carter	1422 Howell Road Valdosta, GA 31606	lcarter7264@gmail.com	This made me livid that they are putting this halfway house right next to my home. We will not feel safe, my grandchildren will not go outside, we will have to guard our belongings, ourselves and grandchildren. We will have to keep a gun on our self at all times, live in fear, etc.....My home value will depreciate drastically. I feel this is not right due to two schools being in close proximity of this housing. Our neighborhood does not need these problems. I plan on retiring and paying my home off in 3.5 years. I am doing gradual updates and repairs so that this could be my forever home. I am to old to try and buy and start over. With the housing market being what it is we can not afford to buy. I do not want my dream of retiring in peace to become a nightmare. I see that they are people backing this from out of state. Let them put it on their property in their state. This will be a breeding ground for many crimes. To many for me to list. A breeding ground of drugs being number one. I will be doing what I can to discourage and stop this from going any further. I have not had one problem living here in 6.5 years. I do not want to start now.	5/31/2022
Rick A. George	3999 Old Naylor Road Lake Park, Georgia 31636	rick.george@gmx.com	Here is my letter. To whom it may concern: I live at 3999 Old Naylor Rd with my wife Lynn George. We are very much opposed to the development at 2193 Howell Road. This is an area that I grew up in and we enjoy the peace and quiet of the country life and have raised 3 boys here. 4 generations of my family has been living on this road for over forty years. Most of the people who live out here enjoy hunting and farming. Everyone knows their neighbors and helps each other out. We feel like rezoning this area to allow a planned development for Sober living may bring a criminal element to this area that we have worked so hard to keep away from our friends and families. We enjoy our agricultural lifestyle and we have young children who play in the streets and we do not want them endangered by others who have not made the best life choices. There are many parcels available inside the city limits that wouldn't require rezoning for this facility. Please do not allow this rezoning request and let Mr Moore put his proposed facility in his backyard not ours. Rick George	5/31/2022
Heather Haskins	4781 Otter Creek Lake Park, Georgia 31636	hhaskins86@gmail.com	In my job I see crime daily. I see that it is very hard for a person to change their habits. I do not agree with this being near 2 schools or around vulnerable elderly that have live in this area for years!	5/31/2022
Kandace Smith	5490 Pointer Drive Valdosta, GA 31606	kl_newman88@yahoo.com		5/31/2022
Casey Meeks	3498 Johnson Road Valdosta, GA 31606	caysielyn@yahoo.com	I do not want anything like this I am a single mother with three boys. Thanks	5/31/2022
Terri	4720 McAllister St Valdosta, Georgia 31605	tlreed3@outlook.com	I am a teacher at one of the elementary schools within a couple miles of this location. I also have a son who attends that school and friends who live in the immediate area. I am not comfortable with this unsupervised halfway house being located in this area. I realize that people deserve a second chance, but it doesn't need to be within such a close distance to TWO (elementary) schools.	5/31/2022

Diane E Shadron	1601 Norman Drive Valdosta, GA 31601	dianeshadron@gmail.com	I do not think this should be built so close to schools. This is very unsafe for students, teachers and residents in the area.	5/31/2022
Fatma Heikal	4343 Summerlin Drive Valdosta, GA 31605	fatmakeikal@lowndes.k12.ga.us	It is not safe around students	5/31/2022
Evelyn Guess	4641 Pinebrook Drive Lake Park, Georgia 31636	evclynguess73@yahoo.com	I work at MBE and do not think that this should be built so close to a school. I am very opposed to this.	5/31/2022
Caitlyn Guesss	4716 Warrior Drive Lake Park, Georgia 31636	caitlynguess00@gmail.com	My mom works at MBE as well as having my nieces and nephew living close and going to this school. I do not want this here, for the safety of these kids and my mom.	5/31/2022
Danny Brevig	4643 Otter Creek Road Lake Park, Georgia 31636	d_brevig@hotmail.com	Please don't let this come so close to our home around our small kids.	5/31/2022
Ashley Brevig	4643 Otter Creek Road Lake Park, Georgia 31636	ashleybrevig@hotmail.com	Please stop this from happening.	5/31/2022
Sharon Smith	3803 Deer Ridge Road Valdosta, GA 31606	sps1449@yahoo.com		5/31/2022
Heather Sindt	5433 Baobab Ln Lake Park, Georgia 31636	heathersindt3@gmail.com	I work at Moulton Branch Elementary School. A facility of this nature has no business being so close to an elementary school.	5/31/2022
Glee Rice	3275 Stallings Road Valdosta, GA 31605	glecsummersrice@gmail.com	This housing development needs to be moved further away from Moulton-Branch Elementary School. I'm all for giving these men a place to transition back into society, but the temptation for some of them may be too great, being so close to a school. Take it elsewhere.	5/31/2022
Tawana McDougle	3608 McDougal Lane Lake Park, Georgia 31636	tawanalogan@hotmail.com	I against building this facility!	5/31/2022
Edward McDougle	3608 McDougal Lane Lake Park, Georgia 31636	edwardmcDougle@yahoo.com		5/31/2022
Jennifer Cater	2403 Spring Valley Circle Valdosta, GA 31602	jennifercarter183@gmail.com	Do not approve of this. My mother in law lives on Howell Road. This is not okay to put in a neighborhood with children!	5/31/2022
Phillip	3938 Weatherby Lane Valdosta, Georgia 31602	robertslandsurveying@gmail.com		5/31/2022
Jessica Pendergrass	5897 Dykes Pond Road Lake Park, Georgia 31636	iringo_80@hotmail.com	I teach at one of the local elementary schools and do not think this halfway house is a good idea at all!	5/31/2022
Christy	5034 Carriage Drive Lake Park, Georgia 31636	japspeach@yahoo.com	I live in Lake Park, Ga. However, my daughter attends in an home daycare which is located off of Howell Road. I do not feel safe with this facility being built so close to my daycare providers home, especially with the tenants of the facility having no supervision or security. I've dealt with very close family members that are/have been recovering addicts, and they can be dangerous and unpredictable. If the developer refuses to have the facility relocated to his own property, then that should tell you something.	5/31/2022
Ashley Trawick	1271 Howell Road Valdosta, Georgia 31606	ashleytrawick28@gmail.com	I DO NOT want this entity near our home or schools.	5/31/2022
Erica Smith	Valdosta, GA	ericasmith8@live.com		6/1/2022
Sherry Vann	3005 New Statenville Hwy Valdosta, GA 31606	sherry.vann12@gmail.com		6/1/2022
Michael Rollins	PO Box 428 Lake Park, GA	michaelrollins057@gmail.com	I do not support this it's to close to schools.	6/1/2022

Donna Vann	3934 Hershel Drive Valdosta, Georgia 31606	dvann@wildadventures.com		6/1/2022
Toni Tompkins		tit82.tt@gmail.com	This is too close to our schools. This makes no sense at all and is not acceptable. There is no reason these guys can't be around children and this shouldn't be allowed.	6/1/2022
Terry Dorminey	4535 Old Naylor Road Lake Park, Georgia 31636	ladorminey@yahoo.com		6/1/2022
Lucretia Dorminey	4535 Old Naylor Road Lake Park, Georgia 31636	ladorminey@yahoo.com		6/1/2022
Rhonda Oliver	2638 Shelton Road Lake Park, Georgia 31636	rhonda.oliver2018@gmail.com	I am against this type of unregulated, unsupervised facility in this area.	6/1/2022
Pam Pruette	3341 Norton Place Valdosta, Georgia 31605	pamcakes1971@gmail.com		6/1/2022
Robert H Langdale	5470 Old Naylor Road Naylor, GA 31641	rhlangdale@bellsouth.net	I support the petition for denial of the reasoning request. This facility has the potential to lower the quality of life and to diminish property values for all those near this location.	6/1/2022
Kristen Dawson	3220 Boring Pond Road Lake Park, Georgia 31636	kristenmmd@yahoo.com		6/1/2022
Steven Tompkins	3691 Johnson Road SE Valdosta, GA 31606	svt1980svt1980@yahoo.com		6/1/2022
Heather Campbell	1434 San Bernardino Way Valdosta, Georgia 31601	hcampbell1314@gmail.com	I do not want this near my home! I have a small child and do not like it! Also I do not like the fact they are putting it near not only 1 but 2 schools! This needs to be shut down.	6/1/2022
Adleee Howell	3146 Howell Road Lake Park, GA 31606	adleechl@gmail.com	I disagree, seeing as how it is near a church and schools and I have grandchildren in this community, I want them to grow up safe.	6/1/2022
Kasey Stewart	172 Norsworthy Lane Stockton, GA 31649	kaseystewart16@gmail.com	as a sexual assault victim this is absolutely terrifying that this facility will be within 15 miles of my home.	6/1/2022
Victoria Strickland	6233 Chug a Lug Road Hahira, Georgia 31632	vicleann2019@gmail.com	My children go to Moulton Branch, this is not okay and I fear for the safety of the children bringing something like this around! I think it is a horrible idea!	6/1/2022
Ashley Browning	143 Honey Suckle Lane	ashleymorgan111117@gmail.com	I have a child and I refuse to let a bunch of pedophiles live around my house I will protect my children at any and all costs	6/1/2022
Kirsten Millsap		kbrmillsap@outlook.com	I live in the area with my entire family and this compound would touch our property. It is something we feel strongly against and do not want this plan to take place	6/1/2022
Sheree Lark	2765 New Statenville Hwy Valdosta, GA 31606	larksc2193@gmail.com	I am against this halfway house off Howell! I have family members, friends and loved ones who live close to this address. A halfway house belongs somewhere else like in an area where there's no schools churches or residential homes! If they are going to provide them homes then they should provide an area where there is nothing around and they should also provide shipments of food and things they need for growing their own vegetables. If they have to garden their own vegetables then their hands and minds will be busy.	6/1/2022
Laurie Hall	5932 Glenn Road Valdosta, Georgia 31606	lauredonathuchall@gmail.com		6/1/2022

Morgan Barfield	6305 Sandpiper Drive Valdosta, GA 31601	barfieldmorgan@gmail.com		6/1/2022
Brandi Whitfield	2648 Shelton Road Lake Park, Georgia 31636	crick_crick@msn.com		6/1/2022
Danni Millsap	2350 Dasher Johnson Road Valdosta, Georgia 31606	fullquiver6@windstream.net	This proposes property is touching my backyard. I have small children and it is unacceptable - This proposed project is in my back yard. It borders my whole property. I have 7 children and I homeschool so my children are home much of the time. Two of my adult children also live on the property and on my husband's property that is on Dasher Johnson Rd. Bothe families just had babies. My 90 year old mom that lives by herself also has a home that borders this property. My husband's parents in their 70's live on the adjacent property. No one in our family will be safe if this is allowed. We will all be at the meeting June 16th.	6/1/2022
Ashley Bell	2311 Gaines Lane Valdosta, Georgia 31601	ashlaguera1994@gmail.com	I do not want this close to my kids school	6/1/2022
Jerri Keller	143 Willow Lane Lake Park, Georgia 31636	jkeller.jk@gmail.com	Please do not endanger our close schools & communitites with this kind of offenses!	6/1/2022
Emily Millikan	2550 Naples Lane Valdosta, Georgia 31601	emily.millikan@outlook.com		6/1/2022
Stephanie	6142 Baywood Drive Valdosta, Georgia 31606	sgallegos007@gmail.com	This facility needs to be moved to a different location away from residential homes with children, and away from the elementary school	6/1/2022
Susan Howell	3417 Boring Pond Road Valdosta, Georgia 31606	susanebellinger@gmail.com	I have 3 children within a mile of this proposed site and do not support this project.	6/1/2022
Rick Bellinger	3803 Sweetwater Circle Valdosta, Georgia 31602	rbellinger@gmail.com	I have a son in law, a daughter and three beautiful grandchildren a mile away from this proposed site! Please choose a place in the middle of nowhere for a facility like this. Put it in Fargo, Georgia	6/1/2022
Tamatha Hines	5573 Green Road Lake Park, Georgia 31636	tamathahines@gmail.com		6/1/2022
Laine Bellinger	3803 Sweetwater Circle Valdosta, Georgia 31602	lainebellinger@gmail.com	My daughter, son-in-law, and three beautiful grandchildren just built a beautiful home one mile from the address listed. These halfway houses need to be located in a much more less populated area. Two elementary schools are very close to the proposed location and we all know if 102 men are banned from being alone with their own children.....why would any parent in Lowndes County or Valdosta want these men housed near their child's school? These men will be just a nature walk away from our most treasured children! I say no to this "halfway" house! NO!	6/1/2022
Shannon Wilson	4632 Vann Road Valdosta, GA 31606	shannonwilson_19@yahoo.com	I'm against this unless state/federal mandated security measures and not someone lining their own personal pockets from this.	6/1/2022
Donna Hill	3549 Meadowdale Drive Valdosta, Georgia 31601	dhill0405@hotmail.com	I'm against this.	6/1/2022
Sonya Mayne	983 Mayday Road Lake Park, Georgia 31636	irelandluck13@gmail.com	What are YOU ALL THINKING???? ? Have YOU ALL LOST YOUR EVER LOVING MINDS! NO,NO!NO!That's just like teasing Them! SCHOOLS,CHURCHES,COMMUNITIES	6/1/2022

Allen Julie	2810 Howell Road Lake Park, Georgia 31636	jcdc@bellsouth.net	do not support	6/1/2022
Jed Allen	2810 Howell Road Lake Park, Georgia 31636	jcdc@bellsouth.net	do not support	6/1/2022
Mike Cooper	PO Box 5306 Valdosta, Georgia 31601	mcooper@asaeng.com		6/1/2022
Helen Turner	3817 Fawns Way Valdosta, Georgia 31606	hmtturner1955@yahoo.com	I am agreeing with the denial of REZ-2022-10 because I think it's not good for this neighborhood. With no security that will not be good for our community. I say NO!	6/1/2022
Katrina Gibson	4003 Grey Oak Drive Valdosta, Georgia 31605	trinagibson78@gmail.com	I opposed this halfway house. It's too close to neighboring schools and subdivisions with young children.	6/1/2022
Tiffinee Dasher	6650 Lake Park Road Valdosta, Georgia 31601	tmdasher@me.com	I think that it should be build in between the halfway house and GA State Patrol Office or in the vacant lot beside the jail where they used to have Rodeo's at.	6/1/2022
Tony Dasher	6650 Lake Park Road Valdosta, Georgia 31601	tmdasher@me.com	build it beside the state patrol office	6/1/2022
Dalton Dasher	6650 Lake Park Road Valdosta, Georgia 31601	tmdasher@me.com	build it by the jail	6/1/2022
Terry Hines	5573 Green Road Lake Park, Georgia 31636	terry.hines1971@yahoo.com	I am against this development.	6/1/2022
Mildred Dasher	6685 Lake Park Road Valdosta, Georgia 31601	tmdasher@me.com	Build it by the jail or State Patrol Office	6/1/2022
Jan Morgan	4851 Boring Pond Road Valdosta, Georgia 31606	janikens78@yahoo.com	with two schools nearby, this is not a good idea at all!!	6/1/2022
David Adams	3202 Boring Pond Road Valdosta, Georgia 31606	dadams@gaautomatic.com	We do not want this in our back yard we have young children in our neighborhood.	6/1/2022
Melissa Adams	3202 Boring Pond Road Valdosta, Georgia 31606	meliadams04@gmail.com	We do not support this at all	6/1/2022
Brittany	4705 Newton Street Valdosta, Georgia 31601	brittdaniel083@gmail.com	Protect our children	6/1/2022
Michelle Wilson	2576 Dasher Johnson Road Valdosta, Georgia 31606	antique1715@yahoo.com	I am vehemently opposed to this halfway house being dangerously situated next door to families with children, as well as, close to schools and churches. This is very dangerous and cannot proceed.	6/1/2022
Emma Millsap	2610 Dasher Johnson Road Valdosta, Georgia 31606	emma.millsap330@gmail.com	Please do not let this happen. I live very close to this site and would be concerned for my family's safety	6/1/2022
Charles Millsap	2350 Dasher Johnson Road Valdosta, Georgia 31606	fullquiver6@windstream.net	My children are homeschooled and home all the time and my property touches this property. My family will not be safe if this is allowed.	6/1/2022
Mike S. Morgan Sr	4851 Boring Pond Road Valdosta, Georgia 31606	mikeamorgansr@hotmail.com	As a concerned citizen and taxpayers I totally disagree with the building of these homes!	6/1/2022
Matt Douglas	5789 Lake Park Road Lake Park, Georgia 31636	mattrdouglas@hotmail.com	I do not support this facility in this location. I am in favor of DENIAL of REZ-2022-10.	6/1/2022
Tara Spivey	1805 Howell Road Valdosta, Georgia 31606	tjspivey@bellsouth.net		6/1/2022

Kameron Farmer	605 4H Club Road Lake Park, Georgia 31636	kameronfarmer95@icloud.com		6/1/2022
Tammy Tyre	3418 Clifton Road S Valdosta, GA 31606	tdtyrc@gmail.com	WE DO NOT WANT OR NEED THIS MESS IN OUR AREA!!	6/1/2022
Laine Chaney	5505 Old US 41S Lake Park, Georgia 31636	lainechaney@yahoo.com	I am against this because my sister lives right down the road	6/1/2022
Bobby Chaney	5505 Old US 41S Lake Park, Georgia 31636	chaneycustomhomes@gmail.com	I am against this becuae my sister in law lives right down the road from this	6/1/2022
Christine Brooks	4615 Amelia Circle Hahira, Georgia 31632	christinebrooks@lowndes.k12.ga.us	I teach at Moulton-Branch Elementary school. This house makes me nervous for our students.	6/1/2022
Daryl Ragsdale	5276 Humphreys Road Lake Park, Georgia 31636	dragsdale.91@gmail.com	this is a horrible idea	6/1/2022
Charlotte D Izell	3368 Boring Pond Road Valdosta, Georgia 31606	cnc1014@gmail.com	I have four children 13 and under and I do NOT want to worry	6/1/2022
Josh Izell	3368 Boring Pond Road Valdosta, Georgia 31606	joshizell@gmail.com		6/1/2022
Rebecca Altobello	5276 Humphreys Road Lake Park, Georgia 31636	rebecca.altobello@icloud.com	I support ministry to these people but I don't want them near my children's school or my home.	6/1/2022
Savannah Carter	89 Howell Road Lake Park, Georgia 31636	willowiris1999@gmail.com	We want our children protected	6/1/2022
Blake Howell	3417 Boring Pond Road Valdosta, Georgia 31606	bhowej@gmail.com	My families roots run deep in this area and I want to uphold the integrity and safety of our community. I oppose the development of this facility on Howell Road. I see no benefits to the community and the families who call it home. The area is know for its safety and we have seen growth in the area because of that. Many people have began building homes in the area because of its safety. A facility of this nature will discourage positive development and property tax revenue . I am extremely concerned for the safety of children at home and the schools that are near by. The unsupervised nature of this facility and lack of regulation will encourage bad behavior. I ask that the owners respect the community's wishes and move this plan elsewhere away from schools and this area. Please feel free to contact me if I can help in anyway. I will be reaching out to my local representative. Blake Howell	6/1/2022
Kimberly Futch	3461 Deerfield Lane Valdosta, Georgia 31606	dixie2685@yahoo.com	We are totally against this facility on this location	6/1/2022
Shelby Gibbs	6101 R Dustin Cain Street Hahira, Georgia 31632	shelbyngibbs@hotmail.com		6/1/2022
Capt. Jon Wilson	2576 Dasher Johnson Road Valdosta, Georgia 31606	johnwilson103049@gmail.com	Do you realize what a drug rehab facility, in our neiborhood, will do to our property values. Also most families in the area have children, my son and daughter have 7 children, and 1 grandchild, with another on the way. I say NO NO NO!!!!	6/1/2022
Courtney Corbett	169 Lois Lane Lake Park, Georgia 31636	theshopvaldosta@gmail.com		6/1/2022
Holly	3239 Johnson Lake Drive Valdosta, Georgia 31606	heyapple83@yahoo.com	My mother keeps my small children a lot. I will not approve of this and endangering our children.	6/1/2022

Melissa	2441 Gaines Lane Valdosta, Georgia 31606	heyapple83@yahoo.com	We will not let this happen we have children in our neighborhood	6/1/2022
J Christopher McGuire	5717 Fern Way Drive Naylor, Georgia 31641	jchrismcguire@bellsouth.net		6/1/2022
Steven Dansereau	9191 Ga Hwy 135 Naylor, Georgia 31641	impalass503@gmail.com	This should not be put in a rural setting without official supervision	6/1/2022
Laura McGuire	5717 Fern Way Drive Naylor, Georgia 31641	laurelraven@bellsouth.net	I strongly disagree with placing "half way" house for drug offenders close to where I work and live	6/1/2022
Donna Malmstrom	5900 Mariners Way Naylor, Georgia 31641	mcgill584@gmail.com	this needs to be voted down	6/1/2022
Nicole Whitley	5200 Skipper Bridge Road Hahira, Georgia 31632	ncwhitley@hotmail.com	I believe in second chances but not so close to an elementary school. I have children at MBE and LMS. It is too tempting for predators to be so close to school districts.	6/1/2022
Marisol Ortega	2115 Hutchinson Street Valdosta, Georgia 31601	solmar297@gmail.com	Absolutely not	6/1/2022
Kelly Paramo		keelyradcliff@hotmail.com	As a daughter of an addict, I have seen the moments of sobriety and the moments of relapse. Addiction is an illness that can take those affect to great lengths to satisfy what they are in search for with disregard for what may stand in their way. I would be in support of such a facility located in a non residential area further away from schools. Treatment sometimes is helpful but it always lies within the person to make the "change" choice, and sometimes their choices are not wise, safe or responsible which leads me to protect those closest to a potential rehab facility.	6/2/2022
Taylor	1338 Edgewood Drive Valdosta, Georgia 31601	taylorlscott@gmail.com		6/2/2022
Amanda Hall	4720 Zipperer Road Valdosta, GA 31606	aallynh@hotmail.com	This is way too close for comfort. Please don't put this near our homes and our kids school. Please	6/2/2022
Kristen Stanford	5907 Glenn Road Lake Park, Georgia 31636	stanford_kristen@hotmail.com	Please choose another spot. We want to know our children are safe.	6/2/2022
Deidra Frier	2385 Howell Road Lake Park, Georgia 31636	deidrafrier@gmail.com	We do not want something like this in our area	6/2/2022
Kristen Carter	5946 Lake Shore Drive Naylor, Georgia 31641	kristencarter04@gmail.com	I am opposed to this issue. The unregulated portion is my issue with the facilities and with the location due to the schools location. It is as if we are asking for our children to be in an unsafe environment.	6/2/2022
Stephanie Coody	102 S Essa St Lake Park, Georgia 31636	scoody1128@gmail.com	As a foster parent I have worked with parents struggling with addiction for over 5 years now. I know first hand the rate of relapse, the secondary issues such as increased tendency to commit violent crimes and the impact addiction has on our community. While I fully support all reunification programs, the location of this facility along with the utter lack of supervision is a recipe for disaster. Allowing it to be built so close to schools sets the county up for lawsuits. I know I would sue if one of these residents harmed my family.	6/2/2022
Naomi Young	3084 Stallings Road Valdosta, Georgia 31605	naomiyoung728@gmail.com	My daughter attends Moulton-Branch Elementary school. I am against this!	6/2/2022

Keri Damell	806 Pine Point Circle Valdosta, Georgia 31602	kerimoe13@gmail.com		6/2/2022
Phillip Weisbrod	5808 Live Oak Drive Naylor, Georgia 31641	wcistexass@bellsouth.net	No way	6/2/2022
Jordan Cooper	3220 Boring Pond Road Valdosta, Georgia 31606	jordan_cooper1644@yahoo.com	We don't need nor want that shit.	6/2/2022
Lea Smith	309 Jennifer Circle Valdosta, Georgia 31605	lb.smith0804@gmail.com		6/2/2022
Christin Crosby	3824 Spruce Drive Valdosta, Georgia 31605	christinc21@hotmail.com	My parents live near here and my children visit often, especially during the summer and I wouldn't want my kids to be near this facility.	6/2/2022
Derrick Black	2699 Howell Road Lake Park, Georgia 31636	dblack@corbettelectrical.com	Opposed to this re zoning request	6/2/2022
Destin Poppell	6342 Arrowood Drive Valdosta, Georgia 31606	destinwardwell@gmail.com	I support that this should not be in this area or if it is allowed to be here there should be better oversight of the residents.	6/2/2022
Daniel Millsap	2350 Dasher Johnson Road Valdosta, Georgia 31606	danielmillsap@gmail.com		6/2/2022
Jimmy & Judy Widdon	4720 Otter Creek Road Lake Park, Georgia 31636	jnwiddon@bellsouth.net	Please do not let this happen to our community all so that one resident gains financial gain and decreases the value of our land! Schools and church are close by. I am sure these men will not be from this area so why do we want to risk our locals for sake of a dollar. This is very selfish on the part of the land owner.	6/2/2022
Leola Sharp	5689 Fontana Road Valdosta, Georgia 31601	lcola3ts@gmail.com	There are many children in this area and a elementary to have something like this	6/2/2022
Eric Smith	3178 Boring Pond Road Valdosta, Georgia 31606	ericsmith17@gmail.com	Bringing this facility into our neighbor and community would be detrimental to the safety and security in this area	6/2/2022
Tana Macera	3944 Johnston Road Valdosta, Georgia 31606	macerat@bellsouth.net		6/2/2022
Joseph C Williams	6965 Myers Bluff Road Hahira, GA 31632	jcwilliams1@windstream.net	Great! That is what Lowndes County needs, 100+ criminals all together, with plenty of time to scheme and plan more criminal activities. No accountability or supervision. Only 2 miles from two elementary schools. Have you all lost your Minds	6/2/2022
Judith A. Williams	6965 Myers Bluff Road Hahira, GA 31632	jewilliams1@windstream.net		6/2/2022
Michael Williams	6965 Myers Bluff Road Hahira, GA 31632	worklife1979@gmail.com	If law enforcement do not support this then we should follow and fight against having this facility in our County as the issues that such an unmonitored facility would surely create and within 2 miles of 2 different schools. Parents have enough to worry about with out putting places like this so close to their kids	6/2/2022
James Spivey 3rd	1801 Howell Road Valdosta, Georgia 31606	jimmydaws3@gmail.com	Against this facility it is too dangerous	6/2/2022
Kelly Mercer	6240 Lake Park Road Lake Park, Georgia 31636	k.m.mercer@att.net		6/2/2022
Keith Mercer	6240 Lake Park Road Lake Park, Georgia 31636	dk_mercer17@yahoo.com		6/2/2022

James Spivey	1805 Howell Road Valdosta, Georgia 31606	homesolutions4u@bellsouth.net		6/2/2022
Janice Cooper	4210 Lightsey Road Valdosta, Georgia 31605	janicecooper@yahoo.com	Do not want this to happen	6/2/2022
Tony Garcia	4430 Joe K Drive Valdosta, Georgia 31606	stonehummer@gmail.com	I am against a home like this being built near 2 schools	6/3/2022
Kendall Godwin	6115 Pinewood Drive Valdosta, Georgia 3106	godwin11@outlook.com	keep this trash out	6/3/2022
Robert Manus	5634 Pasadena Way Valdosta, Georgia 31601	rachelemanus@gmail.com		6/3/2022
Cici Dalton	5223 Fiveash Road Hahira, Georgia 31632	cicidalton16@gmail.com		6/3/2022
Timothy Corbitt	3430 Boring Pond Road Valdosta, Georgia 31606	tcorbitt1@gmail.com		6/3/2022
Belinda Copeland	4121 Johnston Road Valdosta, Georgia 31606	grandmammi@icloud.com	I will protest have friends and family across street with grandkids and children in areas plus it's close to all children at school if they can't be with their children why are they allowed to be by ours with no supervision I can go on and on but save for the meeting thanks Belinda Copeland	6/3/2022
Daniel Smith	2398 New Statenville Highway Valdosta, Georgia 31606	dsmith@valdosta.edu	I do not support!	6/3/2022
Molly Bennett	4290 Spring Branch Circle Valdosta, Georgia 31601	mollybennett@lowndes.k12.ga.us		6/3/2022
Connie Haskins	4775 Otter Creek Road Lake Park, Georgia 31636	conniehaskins2@gmail.com	No supervision? No No and No! There are 2 schools right down the road from this area! If CrossPointe is behind this, they need find a place around there church	6/3/2022
Cristina Browning	3123 Circle Lane Valdosta, Georgia 31602	browneyedgirl9286@gmail.com	I do not agree to this at all!	6/4/2022
Maite	4396 Whippoorwill Circle Valdosta, Georgia 31605	narvaezmaite@yahoo.com	I'm signing this petition, I have children who attend Moulton Branch and I feel as if this would be very unsane for them to have these individuals so close to the school	6/4/2022
Julia Newbern	5522 Bob Wite Drive Valdosta, Georgia 31606	julia.newbern98@gmail.com		6/4/2022
Tom	4882 Otter Creek Road Lake Park, Georgia 31636	tomc21297@gmail.com		6/4/2022
Darrell Nichols	4645 Humphreys Road Lake Park, Georgia 31636	nichols_darrell@yahoo.com	I am against this! I do not want this in my neighborhood. Especially raising 2 daughters ages 10 and 12.	6/4/2022
Michelle Nichols	4745 Humphreys Road Lake Park, Georgia 31636	mlschmidt58@yahoo.com	I do not want this in my neighborhood around my preteen daughters	6/4/2022
Beth McClellan	3790 Boring Pond Road Lake Park, Georgia 31636	mcclellanbeth95@yahoo.com	I oppose the approval of REZ-2022-10	6/5/2022
James Woodfin	2560 New Statenville Hwy Valdosta, Georgia 31606	jwoodfin40@gmail.com	My Grandbabies go to school near this proposed facility. I don't understand why they can't expand the one or build a larger one across from the Lowndes County Jail.	6/5/2022

Jerry Alderman	3352 Boring Pond Road Valdosta, Georgia 31606	jerry.alderman@mchsi.com		6/5/2022
Robin Gay	3751 Boring Pond Road Valdosta, Georgia 31606	rgay@gocats.org	Please consider relocating! These men should not be within 2 miles of children	6/5/2022
Joshua Snyder	4655 Humphreys Road Lake Park, Georgia 31636	justin.credible907@yahoo.com	I am against a facility like this near my home	6/5/2022
Kimberly Snyder	4655 Humphreys Road Lake Park, Georgia 31636	kwilcott1977@gmail.com	I do not want this near my home, I have children still living in my home and my neighbors still have children living at home. This bothers me and sounds like a terrible idea for this area.	6/5/2022
Charlotte Apperson	3260 Boring Pond Road Valdosta, Georgia 31606	chalotteapperson@lowndes.k12.ga.us	WE DO NOT need these types of problems in our neighborhood, especially that close to two elementary schools! I agree those men need somewhere to start fresh and get on their feet, but not that close to these small children! These men have been convicted of all sorts of crimes, they will be unsupervised. They will be able to come and go as they please. This facility needs to be put on a large farm away from elementary school aged children. They need to be supervised and working towards learning a skill that will help them in the future, and not be free to roam the streets. I agree everyone needs a helping hand sometimes but not at the expense of our children and our community! I vote NO! NOT HERE! GO SOMEWHERE ELSE!!!!	6/5/2022
Debra Walker	4946 Boring Pond Road Valdosta, Georgia 31606	debrajwalker5@gmail.com	I am against the halfway house planned to be constructed on Howell Road	6/6/2022
Carol Cummings	5615 Lake Park Road Lake Park, Georgia 31636	cdc5615@gmail.com	I am not for this proposal and my reasoning is on July 22nd 2020 I was attacked on howell road by a guy trying to commit suicide who was off his drug medication and it costs me over \$5000 dollars worth of damages done to my car and I've never been able to get reimbursement This all happened on Howell road down from where this facility will be and this gentleman was being supervised by his family members. It took seven lowndes county sheriff deputies to take him down.	6/6/2022
Danielle Hendrix	1298 Bethel Church Road Lake Park, Georgia 31636	mdanielle.hendrix@yahoo.com		6/6/2022
Catherine	2659 Kim Avenue Valdosta, Georgia 31601	catherine.clifton99@aol.com	you don't need to let grown men around little kids when they aren't supervised. You are supposed to watch after those kids not put drug dealers and all kinds of crazy around them. This is so messed up DONT TO IT!	6/6/2022
Coty	4645 Vann Road Valdosta, Georgia 31606	coty_pendergrass@live.com		6/6/2022
Chelsea Heath	4866 Otter Creek Road Lake Park, Georgia 31636	chelsea.heath@yahoo.com	This location is so close to two elementary schools and loads of residential area with children.	6/6/2022
Michael Moore	3940 Old Naylor Road Lake Park, Georgia 31636	dolphin.mike@hotmail.com	This is not needed so close to schools, churches and family homes - not in my neighborhood	6/6/2022
Joseph Brant	4541 Otter Creek Road Lake Park, Georgia 31636	liljocb19@gmail.com		6/6/2022
Grady Padgett	3944 Rowell Road Valdosta, Georgia 31606	gradypadgett1984@gmail.com	We live, work, raise our family here in peace. We do not wish to have this type of facility in our area that has the potential to bring violence and crime to our community.	6/6/2022

Phillip Storey	103 Wayne Avenue Valdosta, GA 31602	pstorey@parkingrepairs.com		6/6/2022
Margaret Moore	3940 Old Naylor Road Lake Park, Georgia 31636	maggiemike@hotmail.com	We don't want men that can't be alone with their children in our community near schools and churches, our area is a quiet serene area that's why we moved here, not to be worried about 102 drug addicted child abusers roaming our neighborhood . It's a proven fact when one of these sneak into a neighborhood crime increases NO TO HALFWAY HOUSE IN OUR AREA	6/7/2022
James Cummings	5609 Lake Park Road Lake Park, Georgia 31636	jac5609@gmail.com	My mother was attacked on howell road by a drugged out person in the middle of the road. If this person wants to help these people then put these houses on his own property next to his house and his neighbors.	6/7/2022
Dana Simpson	611 Horseshoe Bend Hahira, Georgia 31632	shay.simpson1327@gmail.com		6/7/2022
Amy & Jason Witherspoon	6835 Lake Park Road Lake Park, Georgia 31636	amyspoon@icloud.com	We are against building this facility.	6/7/2022
D'Arcy Jackson	2435 Davis Lane Valdosta, Georgia 31606			6/7/2022
Patty Vedas	2575 Davis Lane Valdosta, Georgia 31606	pvedas@yahoo.com	Do NOT want this!	6/7/2022
Jill Dennis	4719 Otter Creek Road Lake Park, Georgia 31636	jillyndennis@gmail.com	I have lived in this area for 49 years and there has never been problems. I feel housing these men, the community will be unsafe, and possibility of crime. I am totally against this proposal!	6/8/2022
Karen Jacobsen	2376 Will Rewis Road	klynnjacobsen@icloud.com	Think of the children	6/8/2022
Ardella Warren Vedas	2581 Davis Lane Valdosta, Georgia 31606	vedasc@bellsouth.net	We built at this address 21 years ago to get away from problems in the heart of Valdosta. A beautiful 21 years here. I am 83 , widow of 1 & 1/2 years and live 1.7 miles from this proposed site to which I am much afraid if this development happens. I know we suppose to help Gods people but I shutter to think how we enable drug addicts and alcoholic sayings we are helping them I'm Jesus name. I know several cases that gave up on helping addicts that return to their original way of life. 🙏❤️🙏P.S. I CANNOT go to the meeting but maybe someone can speak for me Anonymous.	6/8/2022
Mackenzie Cowie	6146 Baywood Drive Valdosta, Georgia 31606	kenziccowiex@gmail.com	Protect our children. The developer should be ashamed. Praying for resolution	6/8/2022
Jesse Wilson	6146 Baywood Drive Valdosta, Georgia 31606	jwilson007k@gmail.com		6/8/2022
Matthew Heath	4866 Otter Creek Road Lake Park, GA 31636	matt_heath2000@yahoo.com		6/8/2022
Amanda Spivey	235 Spivey Lane Lake Park, Georgia 31636		There are too many children and families to close to this. I vote no	6/8/2022
Denise Murphy	5286 Maycomb Avenue Hahira, GA 31632	denisebarton@gmail.com		6/8/2022
Eva Grimsley	4077 Stewart Circle Valdosta, Georgia 31602	blueyes31636@yahoo.com	This should not be allowed.	6/8/2022

Matt Comparato	2830 Howell Road Valdosta, GA 31606	mattcomparato@aol.com	This is a terrible idea. I moved out of the city to get away from the drugs and crime..not to have it brought to my front door.	6/9/2022
Caroline Smith	2830 Howell Road Valdosta, GA 31606	clsmitha34@gmail.com	No No and more No	6/9/2022
Lori Tenery	PO Box 3895 Valdosta, Georgia 31605	rhtservicecompany@yahoo.com		6/9/2022
Heather Z	4637 Sara Road Valdosta, Georgia 31605	gsa.heather.z@gmail.com		6/9/2022
Auburn Bennett	3786 Trotters Ridge Circle Valdosta, Georgia 31605	forasubscription@yahoo.com		6/10/2022
Wendell Green	179 Gray Lane Lake Park, Georgia 31636	toogreenfarms@gmail.com		6/10/2022
Beth Crum	2965 New Statenville Highway Valdosta, Georgia 31606	ccummicone1977@aol.com	I am oppose to this half way house on Howell Road Caldosta, GA. It is 1.6 miles from Moulton Branch elementary , it is 1.8 miles from the Southeast Elementary school. It is 1.4 miles from New Life ministries. It should not be in a residential or near a school or near a Church. We do not want this in our community. Signed Beth Crum	6/10/2022
Cathy Copeland	2976 New Statenville Highway Valdosta, Georgia 31606	cathy.copeland1971@gmail.com	I am opposed to the Howell Road halfway house.	6/10/2022
Meredith Crum	2965 New Statenville Highway Valdosta, Georgia 31606	mercrum10@gmail.com	I am oppose to a halfway house being close to Moulton Branch Elementary school and Churches with in 1.8 mikes of the proposed half way house	6/10/2022
Jon Crum	2965 New Statenville Highway Valdosta, Georgia 31606	jallen19762965@att.net	DO NOT ALLOW THIS AT THIS LOCATION	6/11/2022

Petition to prevent rezoning at the location of 2193 Howell Road

Petition summary and background	The potential buyer of the property located at 2193 Howell Road and adjoining acreage, is attempting to rezone residential property in an attempt to set up a privately operated alcohol and drug addiction recovery facility.
Action petitioned for	We, the undersigned, are concerned citizens who urge our leaders to act now to prevent the rezoning of the location of 2193 Howell Road and for the area to remain agricultural or residential.

Printed Name	Signature	Address	Comment	Date
April Hodges	<i>April Hodges</i>	1406 San Bernardino	oppose	05/28/22
SONNY COUDRE	<i>Sonny Coultre</i>	1424 SAN BERNARDINO	OPPOSE	05/28/22
Emily Alexander	<i>Emily Alexander</i>	1403 San Diego Civ.	oppose	5/28/22
Jhannita Pitts	<i>Jhannita Pitts</i>	1521 San Bernardino Way	oppose	5/28/22
James Lutz	<i>James Lutz</i>	1301 San Bernardino Way	oppose	5/28/22
Treda Manning	<i>Treda Manning</i>	1560 San Bernardino Way	oppose	5/28/22
Earnest Manning	<i>Earnest Manning</i>	1560 San Bernardino Way	oppose	5/28/22
Lindsay Jackson	<i>Lindsay Jackson</i>	6000 Futch Rd.	oppose	5/29/22
Earnest Manning	<i>Isaac E. Jackson</i>	1560 San Bernardino Way	oppose	5/28/22
David Wisenbaker	<i>Dana Wink</i>	3660 Johnson Rd. SE	oppose	6/2/22
Dana Wisenbaker	<i>Dana Wink</i>	3660 Johnson Rd SE	oppose	6/2/22
Christina Wisenbaker	<i>Christina Wink</i>	3660 Johnson Rd. SE	oppose	6/2/22

June 16th
5:30

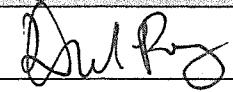
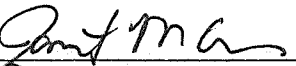


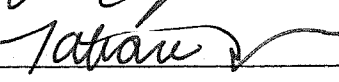
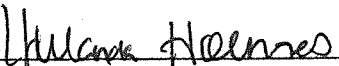
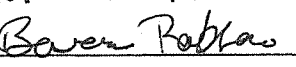

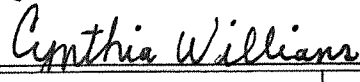


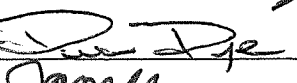

Petition to prevent rezoning at the location of 2193 Howell Road

Petition summary and background	The potential buyer of the property located at 2193 Howell Road and adjoining acreage, is attempting to rezone residential property in an attempt to set up a privately operated alcohol and drug addiction recovery facility.
Action petitioned for	We, the undersigned, are concerned citizens who urge our leaders to act now to prevent the rezoning of the location of 2193 Howell Road and for the area to remain agricultural or residential.

Printed Name	Signature	Address	Comment	Date
Charles Judd	Charles Judd	2604 Davis Lane	opposed	05-24
Glen Cooper	Glen Cooper	2794 Dasher Johnson	opposed	05-24
Richard Fox	Richard Fox	2751 Dasher Johnson Rd	opposed	05-24
Stacie Fox	Stacie Fox	2785 Dasher Johnson	opposed	05-24
Georgie Babbie	Georgie Babbie	2444 Dasher Johnson Rd	oppose	5-24
Muriel Bradley	Muriel Bradley	3431 McDougal Ln	opposed	5-24-22
Elbert Bradley	Elbert Bradley	3431 McDougal Ln	opposed	5-24-22
Gwen HARRIS	Gwen Harris	3485 McDougal	OPPOSED	5-24-22
Johnny Caesar	Johnny Caesar	3417 McDougal Lane	OPPOSE	5-24-22
Juanita Caesar	Juanita Caesar	3417 m ^e Dougal Lane	oppose	5-24-22
Brian Kelley	Brian Kelley	6814 Lake Park Rd	OPPOSE	5-25-22
Kelly Kelley	Kelly Kelley	6814 Lake Park Rd	OPPOSE	5-25-22

Petition to prevent rezoning at the location of 2193 Howell Road

Petition summary and background	The potential buyer of the property located at 2193 Howell Road and adjoining acreage, is attempting to rezone residential property in an attempt to set up a privately operated alcohol and drug addiction recovery facility.
Action petitioned for	We, the undersigned, are concerned citizens who urge our leaders to act now to prevent the rezoning of the location of 2193 Howell Road and for the area to remain agricultural or residential.

Printed Name	Signature	Address	Comment	Date
David Perez		1423 Yucaipa Cir	N/A Opposed	29052022
Janet Charles		1396 San Bernardino Way	O	May 28, 2022
Jacoby Doss		1390 San Bernardino Way	Opposed	5/29/22
Adam Campbell		1448 Hesperia Cir	Opposed	5/29/22
Tatiana Mayor		1445 San Bernardino way	Opposed	5/28/22
Wulanda Holmes		1453 San Bernardino Way	Opposed	5-28-22
Beverly Robiero		2390 Gairnes Ln	Oppose	5-25-22
Tevin Williams		2425 Morrison Ln	Oppose	5-25-22
Cynthia Williams		2425 Morrison Ln	Oppose	5-25-22
Levi Kelley		6814 Lake Park Rd	Oppose	5-25-22
Grant Kelley		6814 Lake Park Rd	Oppose	5-25-22
Rwan Dye		6237 Lake Park Rd	Oppose	5-25-22
JAMES MORRISON		2324 BAKER RD	Oppose	5-25-22

May 24, 2022

To whom it may concern:

I am writing this letter to disapprove of the rezoning of property at 2193 Howell Rd. My name is Derrick Black and I live at 2699 Howell Rd which is about 1 mile from our home. I have lived at this address for 49 years and my wife and I have been here for 28 years. I have a son that has started planning for his home here as well. We are writing this to ask for your help in denying the rezoning request from Brent Moore of Redeemed Living.

This rezoning request is for a drug\alcohol transition facility with approximately 50 various living facilities housing anywhere from 1-6 men in each. All these men are recovering from various addictions from drugs and alcohol. This is not a State mandated facility; it is privately owned and operated. According to the information we received at the zoning meeting last night there will not be any licensed counselors, medical personnel or security personnel on site. The overseer of the property will be a pastor from a church living in one of the homes. The rest of the overseer's will be the tenants that have been there longer. They will not be able to drive so they will depend on other drivers, friends, business partners, taxis or walk to their destinations. Brent Moore stated last night at the zoning meeting that there is a 85-92% chance of addict relapse. He also stated that these men have burned all their bridges and have nowhere else to turn. Their families have wrote them off. This scares me! These men have nothing to loose. Me and my wife have had several family members that have had drug and alcohol problems through the years and when an addict needs their fix that's all they can think about, and have no concern or care for anyone in their way. There is no formula to tell who will get the help they need and who is going through the motions to stay out of jail or meet probation requirements. If 50% of these men are there for the right reasons and 50% are not , that's still a lot of undesirable people coming and going around our neighborhood. This facility seems to be based on the honor system. Howell road is a dark road with a Rail Road crossing about 1000' away from the property where trains are constantly stopped and cars can't cross until it moves. How

would you like your wife, daughter, mother, grandmother sitting at these tracks waiting for a train and the only thing protecting them is their honor system.

If rezoning is approved this will put the facility within 2.2 miles of JL Lomax School, 1.9 miles of Moulton Branch School, 1.5 miles rom New Life Ministries Church and 1.9 miles of Moulton Branch Estates all easily within walking distance from this facility that has the honor system keeping everyone onsite and in line. Redeemed living facilities requires each person accepted to fill out a liability waver releasing Redeemed living Inc. from all accountability from any damage or incidents caused by anybody living at this facility when offsite. All the information in this letter was gathered from zoning meeting or their website.

Thank you for your consideration in this matter.

Derrick Black

Helen Black

Hunter Black

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: Resolution Agreeing to Participate in the National Teva, Allergan, CVS, Walgreens,
and Walmart Opioid Settlements

DATE OF MEETING: March 28, 2023

Work
Session/Regular
Session

BUDGET IMPACT:

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: Resolution Agreeing to Participate in the National Teva, Allergan, CVS,
Walgreens, and Walmart Settlements

HISTORY, FACTS AND ISSUES: Lowndes County agrees to participate in the National Teva, Allergan, CVS,
Walgreens, and Walmart Settlements, and to be bound by a Memorandum of Understanding between the
State of Georgia and Georgia subdivisions regarding the National Teva, Allergan, CVS, Walgreens, and
Walmart Settlements.

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

RECOMMENDED ACTION: Board's Pleasure

DEPARTMENT: County Manager

DEPARTMENT HEAD: Paige Dukes

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

**A RESOLUTION OF LOWNDES COUNTY, GEORGIA (THE “COUNTY”)
AGREEING TO PARTICIPATE IN THE NATIONAL TEVA, ALLERGAN,
CVS, WALGREENS, AND WALMART SETTLEMENTS AND TO BE
BOUND BY A MEMORANDUM OF UNDERSTANDING BETWEEN THE
STATE OF GEORGIA AND GEORGIA SUBDIVISIONS REGARDING
THE NATIONAL TEVA, ALLERGAN, CVS, WALGREENS, AND
WALMART SETTLEMENTS.**

WHEREAS, the County initiated litigation against certain manufacturers and distributors of prescription opioids in *In re: National Prescription Opiate Litigation*, MDL 2804, to hold them accountable for the opioid epidemic and to seek equitable and monetary relief;

WHEREAS, Defendants Teva, Allergan, CVS, Walgreens, and Walmart have reached national settlement frameworks (collectively the “New Opioid Settlements”) with certain states, including the State of Georgia, and subdivisions, and Georgia subdivisions now have the option to join;

WHEREAS, the State of Georgia and certain Georgia subdivisions anticipate entering into a Memorandum of Understanding (the “2022 Settlement MOU”) regarding the New Opioid Settlements, the purpose of which is to maximize funds available under the New Opioid Settlements and to control how funds from the New Opioid Settlements are allocated between the State of Georgia and Georgia subdivisions;

WHEREAS, the 2022 Settlement MOU will be substantively identical in all respects material to the County to the “State of Georgia and Local Governments: Memorandum of Understanding Concerning National Distributor and Johnson & Johnson Opioid Settlements” to which the County previously agreed to be bound; and

WHEREAS, the County desires to participate in the New Opioid Settlements and for that purpose to be bound by the 2022 Settlement MOU;

NOW, THEREFORE, BE IT RESOLVED BY THE LOWNDES COUNTY BOARD OF COMMISSIONERS, AS FOLLOWS:

Section 1. The County agrees to participate in the New Opioid Settlements.

Section 2. The County agrees to be bound by 2022 Settlement MOU.

Section 3. The County appoints Chairman Bill Slaughter (“Chairman Slaughter”) as the County’s representative regarding the New Opioid Settlements and the 2022 Settlement MOU.

Section 4. Chairman Slaughter is authorized to and shall execute any document necessary to document the County’s agreement to be bound by the 2022 Settlement MOU.

Section 5. Chairman Slaughter is authorized to and shall execute requisite Participation Forms for the New Opioid Settlements.

Section 6. If any section, paragraph, or provision of this Resolution is held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, or provision shall not affect any of the remaining provisions of this Resolution.

Section 7. This Resolution shall be in full force and effect from and after its adoption as provided by law.

This Resolution was introduced, seconded, and adopted at a duly convened meeting of the Lowndes County Board of Commissioners, held on March 28, 2023.

Lowndes County, Georgia

By: _____
Bill Slaughter
Chairman

ATTEST:

Belinda C. Lovern
County Clerk

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: Lowndes County DUI Court Technology Supplemental Grant
Award

DATE OF MEETING: March 28, 2023

Work Session/Regular Session

BUDGET IMPACT:

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: Lowndes County DUI Court Supplemental Technology Grant Award

HISTORY, FACTS AND ISSUES: The Office of the Governor's Criminal Justice Coordinating Council Accountability Court has awarded the Lowndes County DUI Court a supplemental technology grant in the amount of \$500.00, with no cash match required from the County. These funds are to provide a tablet for the use of our Surveillance Officer to document curfew checks and drug screens while performing field visits. The Lowndes County DUI Court began operating in January 2017. We have had 74 graduates from our program and currently have 30 active participants in our program.

OPTIONS: 1. Approve
2. Board's Pleasure

RECOMMENDED ACTION: Approve

DEPARTMENT: Lowndes County DUI Court

DEPARTMENT HEAD: Heather Harris

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

OFFICE OF THE GOVERNOR
CRIMINAL JUSTICE COORDINATING COUNCIL
TECHNOLOGY SUBGRANT AWARD ACCOUNTABILITY COURT GRANT

SUBGRANTEE:Lowndes County BOC

SUPPLEMENTAL STATE FUNDS:\$500

IMPLEMENTING AGENCY:Lowndes County DUI Court

PROJECT NAME: ACCOUNTABILITY COURT

SUBGRANT NUMBER:


GRANT PERIOD: 04/01/23-6/30/23

This award is made under the Accountability Courts State of Georgia Grant program. The purpose of the Accountability Court Grants program is to make grants to local courts and judicial circuits to establish specialty courts or dockets to address offenders arrested for drug charges or mental health issues. This grant program is subject to the administrative rules established by the Criminal Justice Coordinating Council.

This Subgrant shall become effective on the beginning date of the grant period, provided that a properly executed original of this "Subgrant Award" is returned to the Criminal Justice Coordinating Council by April 1,2023.

AGENCY APPROVAL

SUBGRANTEE APPROVAL



Jay Neal, Director
Criminal Justice Coordinating Council

Signature of Authorized Official

Date Executed: 04/01/23

Typed Name & Title of Authorized Official

Employer Tax Identification Number(EIN)

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: Adult Accountability Court Technology Supplemental Grant
Award

DATE OF MEETING: March 28, 2023

Work Session/Regular Session

BUDGET IMPACT:

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: Adult Accountability Court Technology Supplemental Grant Award

HISTORY, FACTS AND ISSUES: Each Fiscal Year (FY) there is additional funding available, Council of Accountability Court Judges (CACJ) accepts mid-year solicitations for things like technology.

FY23 the Lowndes County Accountability Court (LCAC) program submitted the following request so the program case manager could purchase some new technology. We requested and did receive \$250.00 to pay for the following:

Monitor x 1 (Case Manager) BenQ 27" monitor \$149.99
Docking Station x 1 (Case Manager) Satechi Multi-media adapter \$98.99
TOTAL: \$248.98

This amount does not require any cash match from the County and will be added to our existing grant as of 4-1-23. The technology would initially be purchased by Lowndes County and the full amount would then be reimbursed at the end of qtr. 4, FY23.

Our hope is the Commissioners will approve this addition to our FY23 budget. If so, LCAC would request the attached subgrant be signed.

OPTIONS: 1. Approve
2. Board's Pleasure

RECOMMENDED ACTION: Approve

DEPARTMENT: Accountability Court

DEPARTMENT HEAD: Jennifer Fabbri

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

OFFICE OF THE GOVERNOR
CRIMINAL JUSTICE COORDINATING COUNCIL
TECHNOLOGY SUBGRANT AWARD ACCOUNTABILITY COURT GRANT

SUBGRANTEE: Lowndes County BOC

SUPPLEMENTAL STATE FUNDS: \$249

IMPLEMENTING AGENCY: Lowndes Drug Court

PROJECT NAME: ACCOUNTABILITY COURT

SUBGRANT NUMBER:

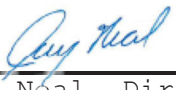
GRANT PERIOD: 04/01/23-6/30/23

This award is made under the Accountability Courts State of Georgia Grant program. The purpose of the Accountability Court Grants program is to make grants to local courts and judicial circuits to establish specialty courts or dockets to address offenders arrested for drug charges or mental health issues. This grant program is subject to the administrative rules established by the Criminal Justice Coordinating Council.

This Subgrant shall become effective on the beginning date of the grant period, provided that a properly executed original of this "Subgrant Award" is returned to the Criminal Justice Coordinating Council by April 1, 2023.

AGENCY APPROVAL

SUBGRANTEE APPROVAL



Jay Neal, Director
Criminal Justice Coordinating Council

Signature of Authorized Official

Date Executed: 04/01/23

Typed Name & Title of Authorized Official

Employer Tax Identification Number (EIN)

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: Acceptance of the FY2023 VAWA Continuation Grant Award

DATE OF MEETING: March 28, 2023

Work Session/Regular Session

BUDGET IMPACT: \$86,266.00

FUNDING SOURCE:

- (X) Annual - \$36,266.00
- (X) CJCC Funding - \$50,000.00
- () In-Kind

COUNTY ACTION REQUESTED ON: Acceptance of FY 2023 VAWA Continuation Grant Award

HISTORY, FACTS AND ISSUES: On December 13, 2022, the Lowndes County Board of Commissioners approved the application for Continuation Funding available through the Violence Against Women Act (VAWA) Grant Program. The requested funding will continue to pay the salary and fringe benefits for our VAWA Special Prosecutor. The application also included a request for additional funding to assist in covering these costs. The Solicitor General's Office was recently notified that their application was approved at the same level as the previous year in the amount of \$50,000.00 of Federal funds. In addition to the Federal funds awarded, Lowndes County will be responsible for \$36,266.00 in matching funds to fully cover the salary and benefits for the position. The performance period for this grant runs from January 1 through December 31, 2023. Acceptance of the award and activation of the award package requires that the Chairman sign the award documents and they be returned to the CJCC no later than April 14, 2023. This will allow Lowndes County to begin drawing funds.

- OPTIONS: 1. Accept FY2023 VAWA Continuation Grant Award and authorize the Chairman to sign all award documents.
2. Board's Pleasure

RECOMMENDED ACTION: Option 1

DEPARTMENT: Solicitor-General

DEPARTMENT HEAD: Justo C. Cabral, III

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: Deep South Sanitation, LLC Residential Solid Waste Franchise Renewal

DATE OF MEETING: March 28, 2023

Work Session/Regular
Session

BUDGET IMPACT: \$0.00

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: Deep South Sanitation, LLC, Residential Solid Waste Franchise Renewal for 2023 - 2024.

HISTORY, FACTS AND ISSUES: Deep South Sanitation, LLC, has applied to renew its existing Franchise for Residential Solid Waste Collection Services which is scheduled to expire on March 31, 2023.

Enclosed is a proposed renewed franchise. It is for a term of one year, beginning on April 1, 2023 and ending on March 31, 2024. Other than updating various dates in the new Franchise, it is identical to the existing Franchise Agreement.

Franchisee Proposed Changes:

Increase the basic service not to exceed fee from \$20.00 per month to \$25.00 per month. (Solid Waste Ordinance Section 3.1.(c)) & (Franchise Agreement -Item Number 14 (Pricing for Basic Service)).

Adjust Hours of Operation of Collection Centers from 42 hours per week to 35 hours per week. (Change schedule from Friday, Saturday, and Monday 7:00 a.m. - 7:00 p.m. to 8:00 a.m. - 6:00 p.m. and Sundays from 1:00 p.m. - 7:00 p.m. to 1:00 p.m. to 6:00 p.m.). Solid Waste Ordinance Section 3.6. & Franchise Agreement - Item Number 23 (Hours of Operation of Collection Center)

OPTIONS: 1. Approve proposed renewed Franchise for Residential Solid Waste Collection Services for Deep South Sanitation , LLC, and authorize the Chairman to execute the Franchise on behalf of the County.
2. Redirect

RECOMMENDED ACTION: Board's Pleasure

DEPARTMENT: Human Resources

DEPARTMENT HEAD: Kevin Beals

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

**FRANCHISE
FOR RESIDENTIAL SOLID WASTE COLLECTION SERVICES**

THIS FRANCHISE (the "Franchise") is granted effective as of the 1st day of April, 2023 by the BOARD OF COMMISSIONERS OF LOWNDES COUNTY, GEORGIA (the "County") to, and is accepted and agreed to by, DEEP SOUTH SANITATION, LLC, a Georgia limited liability company ("Franchisee").

W I T N E S S E T H:

WHEREAS, the County desires to promote, preserve, and protect the public health, safety, and general welfare by providing for the collection, transportation, and disposal of solid waste generated by residential premises located within the unincorporated areas of Lowndes County;

WHEREAS, providing for and regulating the collection, transportation, and disposal of solid waste generated by residential premises located within the unincorporated areas of Lowndes County is a valid exercise of the County's police power;

WHEREAS, Franchisee was issued a residential solid waste collection franchise by the County to offer and to provide residential solid waste collection services serving residents of the unincorporated areas of Lowndes County which franchise expired March 31, 2023;

WHEREAS, with its residential solid waste collection franchise expiring March 31, 2023, Franchisee desires to renew such franchise and to continue to operate a business, enterprise, and commercial activity offering and providing residential solid waste collection services within and serving residents of the unincorporated areas of Lowndes County;

WHEREAS, with Franchisee's residential solid waste collection franchise expiring March 31, 2023, the County desires to renew, issue and grant to Franchisee, and Franchisee desires to accept and agree to, the right and privilege to offer and to provide such residential solid waste collection services serving residents of the unincorporated areas of Lowndes County, in each case pursuant and subject to the conditions, terms, provisions, requirements, and obligations of the Solid Waste Ordinance and this Franchise; and

WHEREAS, the granting of this Franchise to authorize and to permit Franchisee to provide residential solid waste collection services is authorized by the 2015 Lowndes County Solid Waste Ordinance as amended duly adopted by the Lowndes County Board of Commissioners (the "Solid Waste Ordinance");

NOW, THEREFORE, in consideration of the foregoing, the respective representations, warranties, covenants, and agreements of Franchisee set forth herein, the sum of Ten and no/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are each hereby acknowledged, Lowndes County does hereby issue and grant to Franchisee, and

Franchisee, intending to be legally bound hereby, does hereby accept and agree to this Franchise, as follows:

1. Definitions. Terms not otherwise defined in this Franchise shall have the meaning ascribed to them in the Solid Waste Ordinance unless the context clearly requires otherwise.

2. Grant of Franchise. Pursuant to the Solid Waste Ordinance, the County hereby issues and grants to Franchisee this Franchise authorizing Franchisee to provide residential solid waste collection services to residents and to use the public roads and rights-of-way of Lowndes County for such purpose, all in accordance with and subject to each of the conditions, terms, provisions, requirements, and obligations of the Solid Waste Ordinance and this Franchise.

3. Non-exclusivity. This Franchise is nonexclusive. The County may issue and grant other nonexclusive franchises pursuant to the Solid Waste Ordinance to other franchisees for the provision of residential solid waste collection services to residents.

4. Number of Nonexclusive Franchisees. The County may issue such number of nonexclusive franchises pursuant to the Solid Waste Ordinance, and may limit such number of nonexclusive franchises it issues pursuant to the Solid Waste Ordinance, as it determines from time to time for reasons and purposes reasonably related to the public health, safety, and general welfare, including but not limited to the availability of residential solid waste collection service to residents of each residential premise, the adequate provision of such service, the quality of customer service provided, the reasonableness of price therefor, and the effect of solid waste service vehicles on county roads and the public.

5. Effective Date, Term of Franchise. The effective date of this Franchise is April 1, 2023. The term of this Franchise shall be from April 1, 2023 through March 31, 2024, inclusive.

6. Provision of Basic Service to Residents of all Residential Premises. Franchisee shall offer and provide basic service to any and all residents who request and subscribe to such service.

7. Collection Center. For and during the term of this Franchise, the County grants Franchisee a license to use the real property located at 345 Gil Harbin Industrial Boulevard, more fully described on Exhibit A hereto (the "collection center"), for the limited purpose of receiving for collection at the collection center residential recycling materials, yard waste, and bulky items pursuant to and in accordance with the Ordinance and this Franchise. Franchisee shall not remove any trees or landscaping materials from said property or make any permanent modifications or improvements to said property without prior written approval of the County Manager. Franchisee may terminate said license upon thirty (30) days' prior written notice to the County. Said license shall also terminate in the event Franchisee discontinues use of the collection center for said purposes for more than thirty (30) days.

8. Collection of Residential Garbage. Franchisee's basic service shall include the collection of a subscriber's residential garbage at curbside on a collection day designated by Franchisee at least one (1) time per week.

9. Collection of Bulky Items. Franchisee's basic service shall include the collection of a subscriber's bulky items either (a) at the collection center or (b) at curbside. If Franchisee's basic service includes the collection of a subscriber's bulky items at curbside, Franchisee shall collect such bulky items at curbside on a collection day designated by Franchisee at least one (1) time every other week based upon the subscriber's requesting Franchisee by telephone to collect such bulky items at least two (2) business days prior to the designated collection day, provided however, Franchisee shall not be obligated to collect more than five (5) cubic yards of bulky items from the subscriber's premises at a single collection day. If Franchisee's basic service includes the collection of a subscriber's bulky items at the collection center, Franchisee may upon request of a subscriber collect a subscriber's bulky items at curbside as an additional service.

10. Collection of Yard Waste. Franchisee's basic service shall include the collection of a subscriber's yard waste either (a) at the collection center or (b) at curbside. If Franchisee's basic service includes the collection of a subscriber's yard waste at curbside, Franchisee shall collect such yard waste at curbside on a collection day designated by Franchisee at least one (1) time every other week. If Franchisee's basic service includes the collection of a subscriber's yard waste at the collection center, Franchisee may upon request of a subscriber collect a subscriber's yard waste at curbside as an additional service.

11. Collection of Residential Recycling Materials. Franchisee's basic service shall include the collection of a subscriber's residential recycling materials either (a) at the collection center or (b) at curbside. If Franchisee's basic service includes the collection of a subscriber's residential recycling materials at curbside, Franchisee shall collect such residential recycling materials at curbside on a collection day designated by Franchisee at least one (1) time every other week. If Franchisee's basic service includes the collection of a subscriber's residential recycling materials at the collection center, Franchisee may upon request of a subscriber collect a subscriber's residential recycling materials at curbside as an additional service. Franchisee shall ensure all residential recycling materials it collects from its subscribers are processed for recycling and are not disposed in a landfill. In the event Franchisee is unable to dispose of a certain type or types of recyclable materials for recycling, and with prior written approval of the County Manager, Franchisee may notify its subscribers that they shall not include such certain type or types of recyclable materials in the residential recycling materials they deliver to Franchisee for collection either at the collection center or at curbside. Franchisee shall not be responsible for the collection of any residential recycling materials at curbside or at the collection center if residential garbage is mixed with such residential recycling materials.

12. Back-Door Pick-up. Franchisee shall provide back-door pick-up of residential garbage from each of its subscribers who is because of injury or infirmity unable to place his or her solid waste cart at curbside provided no other resident of the subscriber's residential premise is able to place the subscriber's solid waste cart at curbside. If Franchisee collects residential recycling materials at curbside, Franchisee shall provide back-door pick-up of residential recycling materials from each of its subscribers who is because of injury or infirmity unable to place his or her recycling container at curbside provided no other resident of the subscriber's residential premise is able to place the subscriber's recycling container at curbside. Franchisee shall accept the written statement of a physician of the subscriber's lack of ability to place the subscriber's solid waste

collection cart and/or recycling container at curbside as sufficient evidence and proof of the subscriber's lack of such ability.

13. Uniform Fee. Franchisee shall charge each of its subscribers the same uniform fee for basic service and the same uniform fee or fees for additional services provided pursuant to this Franchisee.

14. Pricing for Basic Service. Franchisee shall not charge its subscribers in excess of \$20.00 per month for the basic service Franchisee provides pursuant to this Franchisee.

15. Additional Services. In addition to its basic service, Franchisee may offer and provide its subscribers additional services and charge uniform fees determined by Franchisee therefor; provided, however, if Franchisee's basic service includes the collection of bulky items, yard waste, or residential recycling materials at the collection center, Franchisee may provide its subscribers who are because of injury or infirmity unable to use the collection center a discounted fee in such amount as Franchisee determines for the additional service or services of curbside collection of bulky items, yard waste, or residential recycling materials provided such discounted fee is uniform for all such subscribers who are because of injury or infirmity unable to use the collection center.

16. Days and Hours of Curbside Collection. Franchisee shall collect residential solid waste at curbside, whether as a basic service or as an additional service, only on weekdays between the hours of 7:00 a.m. and 7:00 p.m. except to perform emergency work or service required to safeguard the immediate health, safety, and general welfare of the public.

17. Collection from Persons Other than Franchisee's Subscribers. Franchisee may collect bulky items, yard waste, and/or residential recycling materials, whether at curbside or at the collection center, from persons other than its subscribers for such fee or fees to which Franchisee and such other persons agree.

18. Franchisee's Vehicles.

(a) Franchisee shall collect residential garbage from its subscribers in vehicles specifically designed for the collection of residential garbage. Such vehicles shall have fully enclosed leak resistant compaction bodies. Franchisee shall provide a sufficient number of such vehicles for the curbside collection of residential garbage from Franchisee's subscribers.

(b) If Franchisee collects any of bulky items, yard waste, or residential recycling materials at curbside, whether as a basic service or as an additional service, Franchisee shall provide a sufficient number of vehicles for the curbside collection thereof from Franchisee's subscribers.

(c) Franchisee shall ensure that solid waste it transports by its vehicles does not spill, leak, or blow from such vehicles.

(d) Each vehicle Franchisee uses to provide residential solid waste collection services shall be kept in good repair, appearance, and a sanitary condition at all times.

(e) Each vehicle Franchisee uses to provide residential solid waste collection services shall be clearly and prominently marked on both its left and right sides with Franchisee's name and telephone number.

19. Additional Solid Waste Carts; Additional Recycling Containers.

(a) Franchisee shall furnish one (1) solid waste cart to each of its subscribers at no charge. Franchisee shall maintain its solid waste carts in a reasonably good condition. Franchisee shall supply one (1) or more additional solid waste carts to any of its subscribers upon request and may charge such subscribers an additional monthly fee of up to \$5.00 for each additional solid waste cart supplied and the curbside collection of residential garbage associated with each additional cart supplied. Franchisee shall repair or replace its solid waste carts at no charge to its subscriber if such repair or replacement is due to reasonable wear and tear. Franchisee may charge a subscriber for the cost of repair or replacement of solid waste carts if such repair or replacement is required as a result of a subscriber's excessive abuse, neglect, or damage, or due to fire or theft.

(b) If Franchisee collects residential recycling materials at curbside, Franchisee shall furnish one (1) recycling container to each of its subscribers at no charge. Franchisee shall maintain its recycling containers in a reasonably good condition. If Franchisee collects residential recycling materials at curbside, Franchisee shall supply one (1) or more additional recycling containers to any of its subscribers from whom it collects residential recycling materials at curbside upon request and may charge such subscribers an additional monthly fee of up to \$5.00 for each additional recycling container supplied and the curbside collection of residential recycling materials associated with each additional cart supplied. Franchisee shall repair or replace its recycling containers at no charge to the subscriber if such repair or replacement is due to reasonable wear and tear. Franchisee may charge subscribers for the cost of repair or replacement of recycling containers if such repair or replacement is required as a result of a subscriber's excessive abuse, neglect, or damage, or due to fire or theft.

20. Subscription Fees. Franchisee shall not charge its subscribers a subscription fee or any other fee upon subscription.

21. Termination Fees. Franchisee may charge a subscriber a termination fee or such other fee upon termination of the subscriber's subscription in any amount to which Franchisee and its subscriber agree.

22. Suspension of Curbside Collection on Holidays. Franchisee may suspend the collection of residential solid waste which Franchisee collects at curbside, either as a basic service or as an additional service, on holidays observed by the County provided Franchisee collects such residential solid waste within the two (2) business days before or after such holiday and provides at least seven (7) days' advance notice to affected subscribers of the suspension of such service and the day on which such service will be provided.

23. Hours of Operation of Collection Center. If Franchisee operates the collection center, it shall operate such center at least during the following hours: 7:00 a.m. to 7:00 p.m. each Friday, Saturday, and Monday, and 1:00 p.m. to 7:00 p.m. each Sunday, excepting holidays observed by the County.

24. Staffing and Operation of Collection Center. If Franchisee operates the collection center, it shall staff the collection center with a sufficient number of trained employees to handle efficiently, adequately, and timely the vehicular traffic through the collection center and the

volume of residential solid waste delivered to the collection center and to assist subscribers delivering solid waste to the collection center. Franchisee may adopt and enforce reasonable rules consistent with industry practice for the efficient operation of the collection center provided such rules are not inconsistent with the Ordinance or this Franchise and are approved in advance in writing by the County Manager.

25. Equipment and Containers. If Franchisee operates the collection center, it shall equip such collection center with sufficient equipment and containers to handle efficiently, adequately, and timely the volume of residential solid waste delivered to the collection center. Franchisee shall keep such equipment and containers in good repair, appearance, and sanitary condition at all times. Upon termination of this Franchise, or termination of Franchisee's license to the collection center prior thereto, Franchisee shall, at its sole expense, remove all of its equipment, containers, and any other property from the collection center.

26. Cost of Operation of Collection Center. If Franchisee operates the collection center, it shall be responsible for and shall indemnify and hold the County harmless for all costs, expense, and risk of and associated with operating the collection center.

27. Maintenance and Appearance of Collection Center. If Franchisee operates the collection center, it shall be responsible for the maintenance and neat appearance of the collection center, including without limitation keeping the premises free of litter, mowing any grass on the premises, and trimming any shrubbery on the premises.

28. Information and Educational Materials. Franchisee shall provide information and educational materials to the public and specifically its subscribers regarding the residential solid waste collection services Franchisee provides pursuant to this Franchise. The information and materials which Franchisee provides its subscribers shall include (a) Franchisee's curbside collection schedules, (b) at least seven (7) days' advance notice to subscribers of holidays on which the franchisee will suspend the collection of solid waste at curbside and the alternative day on which such service will be provided, (c) at least fourteen (14) days' advance notice of any other change in a subscriber's designated collection day, (d) the hours of operation of the collection center, (e) information regarding the obligations and responsibilities of subscribers under the Ordinance, including the obligations of subscribers regarding the placement of residential solid waste at curbside and the removal of solid waste carts and recycling containers from curbside, and (f) at least sixty (60) days' advance notice of any change in Franchisee's fees to its subscribers, including any change in Franchisee's fee for basic service, fees for additional solid waste carts and recycling containers, and fees for additional services.

29. Franchise Fees. During the term of the Franchise, Franchisee shall pay a franchise fee to the County for the regulation in Lowndes County of residential solid waste, residential solid waste collection services, the administration and enforcement of the Solid Waste Ordinance, and the administration and enforcement of this Franchise. Such franchise fee shall be paid at the rate of \$3.00 per ton of residential garbage collected by Franchisee in the unincorporated area pursuant to this Franchise. Such franchise fee shall be paid on a monthly basis, with Franchisee paying to the County by the last day of each calendar month the franchise fee due for residential garbage collected by Franchisee in the unincorporated area or otherwise from residents during the

immediately preceding calendar month. Each payment by Franchisee of the franchise fee shall be accompanied by a written statement, certified by an officer of Franchisee or executive level manager responsible for the area or region of Franchisee's operations that includes Lowndes County, showing in such form and detail as the County Manager may prescribe, the total tonnage of residential garbage collected by Franchisee in the unincorporated area during the calendar month for which such franchisee fee is being paid, the calculation of such franchise fee then being paid by Franchisee, and also accompanied by copies of landfill weight tickets evidencing such total tonnage and such other information as the County Manager may from time to time require.

30. Billing and Collection. Franchisee shall be solely responsible for the billing and collection of its charges to its subscribers and shall bear all cost, expense, and risk in connection therewith, including nonpayment by any subscriber.

31. Disposal of Solid Waste. Franchisee shall dispose residential garbage collected by it from its subscribers at curbside and at the collection center only at the Evergreen Landfill on Wetherington Lane, Valdosta, Georgia or at such other lawfully permitted or licensed disposal facility approved in advance in writing by the County Manager and shall be responsible for and indemnify and hold the County harmless from all risk and the payment of all costs and fees associated with such disposal.

32. Prohibition Against Commingling. Franchisee shall not commingle residential solid waste collected from residents pursuant to this Franchise with any commercial solid waste or any other solid waste originating from elsewhere within the County or from outside the County.

33. Title and Ownership of Waste. Title to and ownership of residential solid waste collected by Franchisee from residents pursuant to this Franchise shall pass to Franchisee once it is placed in a vehicle or other equipment under control of Franchisee or received by Franchisee at the collection center.

34. Indemnity. Franchisee shall, at its sole cost and expense, fully indemnify, defend, and hold harmless the County, its officers, boards, commissioners, employees, representatives, and agents from and against any and all claims, suits, actions, fines, penalties, liability, costs, loss, damage, and judgments of any kind, including personal injury and/or death, and including reasonable attorneys' fees, expenses, and costs of settlement, arising from or relating to Franchisee's negligence or willful misconduct during the collection, transportation, or disposal of solid waste, whether or not the act or omission complained of is authorized, allowed, or prohibited by this Franchise or the Solid Waste Ordinance, and from any breach or violation by Franchisee of this Franchise or the Solid Waste Ordinance.

35. Performance Bond. Before providing residential solid waste collection services pursuant to this Franchise and at all times during the term of this Franchise, Franchisee shall furnish to the County and maintain in effect a surety bond in the amount of \$250,000 issued by a financially sound and reputable corporate surety authorized to do business in the State of Georgia reasonably acceptable to the County as security for Franchisee's performance of each and every of its obligations under this Franchise and the Solid Waste Ordinance.

36. Insurance.

(a) Franchisee shall maintain in full force and effect insurance of the types and in the amounts set forth below. Franchisee shall furnish to the County with its execution and delivery of this Franchise and annually thereafter if this Franchise is renewed, or at any time upon the County's request, certificates of insurance or other evidence satisfactory to the County to the effect that such insurance has been procured and is in force and certifying that the County shall receive at least thirty (30) days' notice prior to any modification, revocation, cancellation, or non-renewal of said insurance. No such insurance shall have a self-insured retention amount in excess of \$10,000.

<u>Coverages</u>	<u>Limits of Liability</u>
Worker's Compensation	Statutory
General Liability and Property Damage (except automobile)	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Bodily Injury and Property Damage Liability	Statutory \$500,000
Excess Liability Umbrella	\$2,000,000 aggregate
Pollution and Environmental Liability and Remediation Coverage	\$1,000,000 per occurrence

Franchisee shall ensure the County is named as an "Additional Insured" on each such policy.

(b) All insurance contracts or policies procured by Franchisee pursuant to the above insurance schedule shall be in a form reasonably satisfactory to the County and shall be issued and maintained by companies authorized to do business in the State of Georgia and reasonably acceptable to the County.

(c) Any failure to provide such evidence of, or to maintain, insurance as required by this section shall be grounds for termination of this Franchise.

37. Reporting. Franchisee shall submit to the County Manager a written report no later than forty-five (45) days prior to the termination of this Franchise, whether or not Franchisee has sought or intends to seek renewal of this Franchise, providing the following information regarding Franchisee's provision of residential solid waste collection services pursuant to this Franchise as of the date which is two (2) months prior to the expiration of this Franchise (the "date of report") or covering the period up to ten (10) months immediately preceding such date of report (the "period of report"), as applicable, in such format as may be requested by the County Manager:

- o the name and address of each of Franchisee's subscribers as of such date of report,
- o the name and address of each subscriber to whom Franchisee has provided a recycling container as of such date of report,
- o the quantities by tonnage of residential garbage collected by Franchisee pursuant to this Franchise each month during such period of report
- o the quantities by tonnage of bulky items collected by Franchisee pursuant to this Franchise each month during such period of report (a) at the collection center and (b) at curbside
- o the quantities by tonnage of yard waste collected by Franchisee pursuant to this Franchise each month during such period of report (a) at the collection center and (b) at curbside

- the quantities by tonnage of residential recycling materials collected by Franchisee pursuant to this Franchise each month during such period of report (a) at the collection center and (b) at curbside
 - a log of missed collections occurring during such period of report, including for each missed collection the subscriber's name and address and the date of the missed collection
 - a log of accidents involving personal injuries or property damage arising out of Franchisee's provision of residential solid waste collection service pursuant to this Franchise occurring during such period of report, including for each accident the date and location and a summary of the accident
 - a log of complaints made by Franchisee's subscribers to Franchisee during such period of report, including for each complaint the name and address of the complaining subscriber and the date and a summary of the complaint including its resolution,
- and any other information maintained by Franchisee requested by the County Manager.

38. Franchisee's Records. Franchisee shall maintain accurate and complete books, accounts, and records arising out of or related to its operations under this Franchise, including without limitation, the subscribers it from time to time serves, each specific service Franchisee offers as a part of its residential solid waste collection services provided hereunder, complaints it may receive and their resolution, the quantities by calendar month of residential solid waste collected from residents of the unincorporated area, and the quantities of such residential solid waste disposed of by date and location at each disposal facility or location. Franchisee's books, accounts, and records arising out of or related to its operations under this Franchise shall at all times be open to inspection, examination, audit, and copying by authorized employees, representatives, and agents of the County. Such books, accounts, and records shall be kept at Franchisee's local office in Lowndes County.

39. Local Office. Franchisee shall maintain a local office and a published local telephone number in Lowndes County which shall be open for business at all times between the hours of at least 8:00 a.m. and 5:00 p.m. of each business day, excepting Saturday, Sunday, and holidays observed by Lowndes County. Such local office shall be staffed by a sufficient number of trained employees to efficiently and timely handle the volume of transactions, inquiries, complaints, and other business at such local office, and who shall be available at such office and telephone number for subscribers, other County citizens, and the County's employees, representatives, and agents, to discuss or refer any complaint, inquiry, billing or payment issue, or initiation, modification, or termination of a subscriber's service, or to otherwise communicate and transact business regarding Franchisee's residential solid waste collection services. In doing so, Franchisee shall maintain a subscriber service system reasonably equipped, staffed, and designed to promptly and courteously resolve disputes with or complaints by its subscribers. Franchisee shall provide to each of its subscribers and to the County a written policy specifying the terms, conditions, and fees for each and every service provided its subscribers. Such policies shall be subject to and not conflict with the provisions of this Franchise and the Solid Waste Ordinance.

40. Complaints. All subscriber complaints about residential solid waste collection services provided by Franchisee shall be made directly to the Franchisee, which shall give prompt and courteous attention and follow up to each complaint. In the case of alleged missed scheduled

collection, Franchisee shall investigate and, if such allegations are confirmed, shall arrange for the collection of the residential solid waste not collected within two (2) business days after the complaint is received.

41. Compliance with Solid Waste Ordinance and Other Applicable Laws. Franchisee shall operate and provide its residential solid waste collection services and any and all of its activities arising from or related to such services strictly in accordance with the conditions, terms, provisions, requirements, and obligations of this Franchise, the Solid Waste Ordinance, other applicable ordinances of the County, and all other applicable federal and state statutes, rules, and regulations.

42. Order of Precedence. In case of conflict between the terms of this Franchise and any of the following, the order of precedence shall be (a) applicable federal statutes, rules, and regulations, (b) applicable state statutes, rules and regulations, (c) the Solid Waste Ordinance, (d) other ordinances of Lowndes County, (e) this Franchise.

43. Georgia Illegal Immigration Legislation. This Franchise is and shall be conditioned upon Franchisee's having provided to the County prior to issuance of this Franchise (a) evidence required by OCGA § 36-60-6 that Franchisee is authorized to use the Federal Work Authorization Program (or evidence that it is not required by OCGA § 36-60-6 to provide such evidence) and (b) evidence pursuant to OCGA § 50-36-1 that Franchisee is lawfully present in the United States. Franchisee shall utilize the Federal Work Authorization Program as required by OCGA § 36-60-6.

44. Independent Status; No Agency. Franchisee shall be, and is, an independent operator, and is not an agent, contractor, or employee of the County and is operating its residential solid waste collection service and business in its own manner and method subject to the overall requirements of this Franchise and the Solid Waste Ordinance and at its sole risk and expense. Franchisee and its officers, employees, agents, and representatives shall have no authority, express or implied, to act on behalf of or bind the County in any capacity whatsoever as agent or otherwise.

45. Non-Transferability of Franchise. This Franchise shall not be transferable or assignable in whole or in part without the prior written consent of the County, which consent shall not be unreasonably withheld. Any direct or indirect change in ownership or control of Franchisee shall be considered an assignment of this Franchise. Any successor to the business or operations of the Franchisee shall be required to obtain its own franchise pursuant to the Solid Waste Ordinance.

46. Taxes, Fees, Assessments. In addition to franchise fees and rebates paid pursuant to this Franchise, Franchisee shall pay to Lowndes County any other taxes, fees, and other assessments imposed by Lowndes County, including occupation taxes, applicable to Franchisee.

47. Permits and Licenses. In addition to this Franchise, Franchisee shall also obtain any governmental permits and licenses applicable to Franchisee's residential solid waste collection service, business and operations which are required of Franchisee by any government or agency.

48. Notice. All notices and other communications under this Franchise shall be in writing and shall be given by hand delivery, prepaid first-class mail, certified or registered with return receipt requested, confirmed facsimile or telecopier, or by prepaid commercial overnight courier maintaining written records of delivery, and shall be deemed to have been duly given, served, and received for all purposes at such time as it is delivered, with the return receipt, the delivery receipt, or the affidavit of messenger being deemed conclusive evidence of such delivery, or at such time as delivery is refused by the addressee upon presentation at the address as follows:

If to County:

Lowndes County
327 North Ashley Street
Valdosta, Georgia 31601
Attention: County Manager
Fax: (229) 245-5222

with a copy (which shall not constitute notice) to:

Elliott, Blackburn, & Gooding, P.C.
3016 North Patterson St.
Valdosta, Georgia 31602
Attention: Walter Elliott
Fax: (229) 242-0696

If to Franchisee:

Deep South Sanitation, LLC
205 Tucker Road
Valdosta, Georgia 31606
Attention: Cary Scarborough
dssanitation@att.net

with a copy (which shall not constitute notice) to:

Langdale Vallotton, LLP
1007 North Patterson St.
Valdosta, Georgia 31601
Attention: Robert Plumb
Fax: (229) 244-0453

or to such other address as each party may designate for itself by like notice.

49. Amendment. This Franchise may be amended only by a writing signed by both parties hereto.

50. Waiver. Any waiver of any breach of this Franchise or violation of the Solid Waste Ordinance shall not be considered a waiver of any other breach, nor of a subsequent breach of this Franchise or violation of the Solid Waste Ordinance.

51. Severability. To the extent any provision of this Franchise is prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Franchise.

52. Governing Law. This Franchise shall be construed and interpreted in accordance with the internal laws of the State of Georgia without giving effect to the conflict of laws principles thereof.

53. Remedies for Breach or Violation. In the event of an alleged breach of any of the terms or conditions of this Franchise or violation of the Solid Waste Ordinance by Franchisee, the County shall provide written notice of such breach or violation to Franchisee, which notice shall specify the alleged breach or violation in reasonable detail. If within twenty (20) days from the date of such notice, Franchisee has either failed to correct the breach or violation or reach an agreement with the County on a mutually satisfactory solution, then the County may, within thirty (30) days of such notice of such breach or violation, give additional notice to Franchisee requiring Franchisee to appear before the Board of Commissioners at such time specified by the Board of Commissioners, to show cause why this Franchise should not be terminated. After such meeting, the Board of Commissioners may elect:

(a) to terminate this Franchise effective thirty (30) days from the date of written notice of such termination,

(b) to extend the time to allow Franchisee to cure the breach or violation,

(c) to impose sanctions not in excess of \$100 per day or fraction thereof during the period each such breach or violation continues uncured for the first ten (10) days of such breach or violation; not in excess of \$250 per day or fraction thereof during the 11th through 20th day each such breach or violation continues without cure; and not in excess of \$500 per day or fraction thereof during the period each such breach or violation continues uncured after twenty (20) days, or

(d) to impose other remedies lawfully available to the County without terminating this Franchise.

54. Attorneys' Fees. In the event of an action at law or in equity by the County to enforce any provision of this Franchise or the Solid Waste Ordinance against Franchisee, Franchisee shall pay to the County all reasonable attorneys' fees, expenses, and costs incurred by the County in enforcing this Franchise or the Solid Waste Ordinance against Franchisee.

55. Jurisdiction; Venue. In the event either party commences a lawsuit or other proceeding relating to or arising from this Franchise or the Solid Waste Ordinance, the parties agree and consent to the jurisdiction of the state or federal courts having jurisdiction over Lowndes County, Georgia for and over any such lawsuit or other proceeding that may arise under or in connection with this Franchise. The location of any of such courts shall be proper venue for any such lawsuit or judicial proceeding and the parties hereto waive any objection to such venue.

56. Third-Party Beneficiaries. This Franchise shall not benefit nor confer any rights or remedies on any person or entity other than the County and Franchisee and their respective permitted successors and assigns.

57. Nondiscrimination. Franchisee shall not discriminate against any person because of race, sex, creed, color, religion, or national origin in the offering or performing of Franchisee's residential solid waste collection disposal services.

58. Request for Renewal; No Vested Right to Renewal. Franchisee may request renewal of this Franchise; provided, however, and notwithstanding anything in this Franchise to the contrary, Franchisee has no vested or contract right in any such renewal.

59. Section Headings. The section headings herein are intended for reference and shall not by themselves determine the construction or interpretation of this Franchise.

60. Number and Gender. Where the context requires, the use of the singular form herein shall include the plural, the use of the plural shall include the singular, and the use of any gender shall include any and all genders.

61. Authority of Franchisee. Franchisee warrants that Franchisee has the full right, power, legal capacity, and authority to accept and to enter into this Franchise and to perform each of the conditions, terms, requirements, provisions, and obligations of Franchisee set forth herein and that the execution of this Franchise by and on behalf of Franchisee has been duly authorized by Franchisee.

62. Execution in Counterparts. This Franchise may be executed in two or more counterparts which when so executed shall constitute one and the same document.

63. Entire Agreement. This Franchise sets forth the entire agreement of the parties and all conditions, terms, requirements, provisions, and obligations of the Franchise issued and granted by the County to Franchisee for the provision of residential solid waste collection services within and serving the unincorporated area and residents of the unincorporated area.

64. Time is of the Essence. Time is of the essence in the performance of this Franchise.

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

(signatures continued on following page)

**BOARD OF COMMISSIONERS OF
LOWNDES COUNTY, GEORGIA**

By: _____
Bill Slaughter
Chairman

DEEP SOUTH SANITATION, LLC

By: _____
Cary Scarborough

Exhibit A

Gil Harbin Industrial Boulevard Collection Center

The real property located at 345 Gil Harbin Industrial Boulevard, Lowndes County, Georgia, within the fence illustrated in red on the attached aerial photograph identified as Gil Harbin Industrial Boulevard Collection Center.

GIL HARBIN INDUSTRIAL BLVD



Gil Harbin Industrial Boulevard
Collection Center

Public Notice of Opportunity to Apply
for Nonexclusive Residential Solid Waste Collection Franchise

The Board of Commissioners of Lowndes County is currently accepting applications from providers of solid waste collection services for nonexclusive franchises to provide residential solid waste collection services for the unincorporated area of Lowndes County pursuant to the 2015 Lowndes County Solid Waste Ordinance.

The Board of Commissioners currently anticipates considering applications for new franchises and for renewals of existing franchises at its March 28, 2023, regular meeting.

The terms of existing nonexclusive franchises to provide residential solid waste collection services for the unincorporated area of Lowndes County will expire March 31, 2023.

The form of Application for such a nonexclusive franchise and a copy of said Ordinance may be obtained from the office of the Board of Commissioners located on the third floor of the Administrative Building of the Lowndes County Judicial and Administrative Complex located at 327 North Ashley Street, Valdosta, Georgia.

Completed Applications should be submitted no later than Wednesday, March 22, 2023 @ 1:00 p.m. to the Lowndes County Board of Commissioners, Lowndes County Judicial and Administrative Complex, 327 North Ashley Street, Valdosta, Georgia 31601, Attention: Kevin Beals.

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: Advanced Disposal Services Residential Solid Waste Franchise Renewal

DATE OF MEETING: March 28, 2023

Work
Session/Regular
Session

BUDGET IMPACT: \$0.00

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: Advanced Disposal Services Solid Waste Southeast, Inc. Residential Solid Waste Franchise renewal for 2023 - 2024.

HISTORY, FACTS AND ISSUES: Advanced Disposal Services Solid Waste Southeast, Inc., a division of Waste Management, Inc., has applied to renew its existing Franchise for Residential Solid Waste Collection Services which is scheduled to expire on March 31, 2023.

Enclosed is a proposed renewed franchise. It is for a term of one year, beginning on April 1, 2023 and ending on March 31, 2024. Other than updating various dates in the new Franchise, it is identical to the existing Franchise Agreement.

Franchisee Proposed Changes:

Increase the basic service not to exceed fee from \$20.00 per month to \$25.00 per month. (Solid Waste Ordinance Section 3.1.(c)) & (Franchise Agreement -Item Number 14 (Pricing for Basic Service)).

Adjust Hours of Operation of Collection Centers from 42 hours per week to 35 hours per week. (Change schedule from Friday, Saturday, and Monday 7:00 a.m. - 7:00 p.m. to 8:00 a.m. - 6:00 p.m. and Sundays from 1:00 p.m. - 7:00 p.m. to 1:00 p.m. to 6:00 p.m.). Solid Waste Ordinance Section 3.6. & Franchise Agreement - Item Number 23 (Hours of Operation of Collection Center)

- OPTIONS: 1. Approve proposed renewed Franchise for Residential Solid Waste Collection Services for Advanced Disposal Services Solid Waste Southeast, Inc. and authorize the Chairman to execute the Franchise on behalf of the County.
2. Redirect

RECOMMENDED ACTION: Board's Pleasure

DEPARTMENT: Human Resources

DEPARTMENT HEAD: Kevin Beals

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

**FRANCHISE
FOR RESIDENTIAL SOLID WASTE COLLECTION SERVICES**

THIS FRANCHISE (the "Franchise") is granted effective as of the 1st day of April, 2023 by the BOARD OF COMMISSIONERS OF LOWNDES COUNTY, GEORGIA (the "County") to, and is accepted and agreed to by, ADVANCED DISPOSAL SERVICES SOLID WASTE SOUTHEAST, INC. ("Franchisee").

W I T N E S S E T H:

WHEREAS, the County desires to promote, preserve, and protect the public health, safety, and general welfare by providing for the collection, transportation, and disposal of solid waste generated by residential premises located within the unincorporated areas of Lowndes County;

WHEREAS, providing for and regulating the collection, transportation, and disposal of solid waste generated by residential premises located within the unincorporated areas of Lowndes County is a valid exercise of the County's police power;

WHEREAS, Franchisee was issued a residential solid waste collection franchise by the County to offer and to provide residential solid waste collection services serving residents of the unincorporated areas of Lowndes County which franchise expired March 31, 2023;

WHEREAS, with its residential solid waste collection franchise expiring March 31, 2023, Franchisee desires to renew such franchise and to continue to operate a business, enterprise, and commercial activity offering and providing residential solid waste collection services within and serving residents of the unincorporated areas of Lowndes County;

WHEREAS, with Franchisee's residential solid waste collection franchise expiring March 31, 2023, the County desires to renew, issue and grant to Franchisee, and Franchisee desires to accept and agree to, the right and privilege to offer and to provide such residential solid waste collection services serving residents of the unincorporated areas of Lowndes County, in each case pursuant and subject to the conditions, terms, provisions, requirements, and obligations of the Solid Waste Ordinance and this Franchise; and

WHEREAS, the granting of this Franchise to authorize and to permit Franchisee to provide residential solid waste collection services is authorized by the 2015 Lowndes County Solid Waste Ordinance as amended duly adopted by the Lowndes County Board of Commissioners (the "Solid Waste Ordinance");

NOW, THEREFORE, in consideration of the foregoing, the respective representations, warranties, covenants, and agreements of Franchisee set forth herein, the sum of Ten and no/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are each hereby acknowledged, Lowndes County does hereby issue and grant to Franchisee, and

Franchisee, intending to be legally bound hereby, does hereby accept and agree to this Franchise, as follows:

1. Definitions. Terms not otherwise defined in this Franchise shall have the meaning ascribed to them in the Solid Waste Ordinance unless the context clearly requires otherwise.

2. Grant of Franchise. Pursuant to the Solid Waste Ordinance, the County hereby issues and grants to Franchisee this Franchise authorizing Franchisee to provide residential solid waste collection services to residents and to use the public roads and rights-of-way of Lowndes County for such purpose, all in accordance with and subject to each of the conditions, terms, provisions, requirements, and obligations of the Solid Waste Ordinance and this Franchise.

3. Non-exclusivity. This Franchise is nonexclusive. The County may issue and grant other nonexclusive franchises pursuant to the Solid Waste Ordinance to other franchisees for the provision of residential solid waste collection services to residents.

4. Number of Nonexclusive Franchisees. The County may issue such number of nonexclusive franchises pursuant to the Solid Waste Ordinance, and may limit such number of nonexclusive franchises it issues pursuant to the Solid Waste Ordinance, as it determines from time to time for reasons and purposes reasonably related to the public health, safety, and general welfare, including but not limited to the availability of residential solid waste collection service to residents of each residential premise, the adequate provision of such service, the quality of customer service provided, the reasonableness of price therefor, and the effect of solid waste service vehicles on county roads and the public.

5. Effective Date, Term of Franchise. The effective date of this Franchise is April 1, 2023. The term of this Franchise shall be from April 1, 2023 through March 31, 2024, inclusive.

6. Provision of Basic Service to Residents of all Residential Premises. Franchisee shall offer and provide basic service to any and all residents who request and subscribe to such service.

7. Collection Centers. For and during the term of this Franchise, the County grants Franchisee a license to use the real property located at 4758 Loch Laurel Road and 4040 Pine Grove Road, more fully described on Exhibits A and B hereto (the "collection centers"), for the limited purpose of receiving for collection at the collection centers residential recycling materials, yard waste, and bulky items pursuant to and in accordance with the Ordinance and this Franchise. Franchisee shall not remove any trees or landscaping materials from said property or make any permanent modifications or improvements to said property without prior written approval of the County Manager. Franchisee may terminate said license as to either or both of the collection centers upon thirty (30) days' prior written notice to the County. Said license shall also terminate as to either or both of the collection centers in the event Franchisee discontinues use of either or both of the collection centers for said purposes for more than thirty (30) days.

8. Collection of Residential Garbage. Franchisee's basic service shall include the collection of a subscriber's residential garbage at curbside on a collection day designated by Franchisee at least one (1) time per week.

9. Collection of Bulky Items. Franchisee's basic service shall include the collection of a subscriber's bulky items either (a) at the collection centers or (b) at curbside. If Franchisee's basic service includes the collection of a subscriber's bulky items at curbside, Franchisee shall collect such bulky items at curbside on a collection day designated by Franchisee at least one (1) time every other week based upon the subscriber's requesting Franchisee by telephone to collect such bulky items at least two (2) business days prior to the designated collection day, provided however, Franchisee shall not be obligated to collect more than five (5) cubic yards of bulky items from the subscriber's premises at a single collection day. If Franchisee's basic service includes the collection of a subscriber's bulky items at the collection centers, Franchisee may upon request of a subscriber collect a subscriber's bulky items at curbside as an additional service.

10. Collection of Yard Waste. Franchisee's basic service shall include the collection of a subscriber's yard waste either (a) at the collection centers or (b) at curbside. If Franchisee's basic service includes the collection of a subscriber's yard waste at curbside, Franchisee shall collect such yard waste at curbside on a collection day designated by Franchisee at least one (1) time every other week. If Franchisee's basic service includes the collection of a subscriber's yard waste at the collection centers, Franchisee may upon request of a subscriber collect a subscriber's yard waste at curbside as an additional service.

11. Collection of Residential Recycling Materials. Franchisee's basic service shall include the collection of a subscriber's residential recycling materials either (a) at the collection centers or (b) at curbside. If Franchisee's basic service includes the collection of a subscriber's residential recycling materials at curbside, Franchisee shall collect such residential recycling materials at curbside on a collection day designated by Franchisee at least one (1) time every other week. If Franchisee's basic service includes the collection of a subscriber's residential recycling materials at the collection centers, Franchisee may upon request of a subscriber collect a subscriber's residential recycling materials at curbside as an additional service. Franchisee shall ensure all residential recycling materials it collects from its subscribers are processed for recycling and are not disposed in a landfill. In the event Franchisee is unable to dispose of a certain type or types of recyclable materials for recycling, and with prior written approval of the County Manager, Franchisee may notify its subscribers that they shall not include such certain type or types of recyclable materials in the residential recycling materials they deliver to Franchisee for collection either at the collection centers or at curbside. Franchisee shall not be responsible for the collection of any residential recycling materials at curbside or at the collection centers if residential garbage is mixed with such residential recycling materials.

12. Back-Door Pick-up. Franchisee shall provide back-door pick-up of residential garbage from each of its subscribers who is because of injury or infirmity unable to place his or her solid waste cart at curbside provided no other resident of the subscriber's residential premise is able to place the subscriber's solid waste cart at curbside. If Franchisee collects residential recycling materials at curbside, Franchisee shall provide back-door pick-up of residential recycling materials from each of its subscribers who is because of injury or infirmity unable to place his or her recycling container at curbside provided no other resident of the subscriber's residential premise is able to place the subscriber's recycling container at curbside. Franchisee shall accept the written statement of a physician of the subscriber's lack of ability to place the subscriber's solid waste

collection cart and/or recycling container at curbside as sufficient evidence and proof of the subscriber's lack of such ability.

13. Uniform Fee. Franchisee shall charge each of its subscribers the same uniform fee for basic service and the same uniform fee or fees for additional services provided pursuant to this Franchise.

14. Pricing for Basic Service. Franchisee shall not charge its subscribers in excess of \$20.00 per month for the basic service Franchisee provides pursuant to this Franchise.

15. Additional Services. In addition to its basic service, Franchisee may offer and provide its subscribers additional services and charge uniform fees determined by Franchisee therefor; provided, however, if Franchisee's basic service includes the collection of bulky items, yard waste, or residential recycling materials at the collection centers, Franchisee may provide its subscribers who are because of injury or infirmity unable to use the collection centers a discounted fee in such amount as Franchisee determines for the additional service or services of curbside collection of bulky items, yard waste, or residential recycling materials provided such discounted fee is uniform for all such subscribers who are because of injury or infirmity unable to use the collection centers.

16. Days and Hours of Curbside Collection. Franchisee shall collect residential solid waste at curbside, whether as a basic service or as an additional service, only on weekdays between the hours of 7:00 a.m. and 7:00 p.m. except to perform emergency work or service required to safeguard the immediate health, safety, and general welfare of the public.

17. Collection from Persons Other than Franchisee's Subscribers. Franchisee may collect bulky items, yard waste, and/or residential recycling materials, whether at curbside or at the collection centers, from persons other than its subscribers for such fee or fees to which Franchisee and such other persons agree.

18. Franchisee's Vehicles.

(a) Franchisee shall collect residential garbage from its subscribers in vehicles specifically designed for the collection of residential garbage. Such vehicles shall have fully enclosed leak resistant compaction bodies. Franchisee shall provide a sufficient number of such vehicles for the curbside collection of residential garbage from Franchisee's subscribers.

(b) If Franchisee collects any of bulky items, yard waste, or residential recycling materials at curbside, whether as a basic service or as an additional service, Franchisee shall provide a sufficient number of vehicles for the curbside collection thereof from Franchisee's subscribers.

(c) Franchisee shall ensure that solid waste it transports by its vehicles does not spill, leak, or blow from such vehicles.

(d) Each vehicle Franchisee uses to provide residential solid waste collection services shall be kept in good repair, appearance, and a sanitary condition at all times.

(e) Each vehicle Franchisee uses to provide residential solid waste collection services shall be clearly and prominently marked on both its left and right sides with Franchisee's name and telephone number.

19. Additional Solid Waste Carts; Additional Recycling Containers.

(a) Franchisee shall furnish one (1) solid waste cart to each of its subscribers at no charge. Franchisee shall maintain its solid waste carts in a reasonably good condition. Franchisee shall supply one (1) or more additional solid waste carts to any of its subscribers upon request and may charge such subscribers an additional monthly fee of up to \$5.00 for each additional solid waste cart supplied and the curbside collection of residential garbage associated with each additional cart supplied. Franchisee shall repair or replace its solid waste carts at no charge to its subscriber if such repair or replacement is due to reasonable wear and tear. Franchisee may charge a subscriber for the cost of repair or replacement of solid waste carts if such repair or replacement is required as a result of a subscriber's excessive abuse, neglect, or damage, or due to fire or theft.

(b) If Franchisee collects residential recycling materials at curbside, Franchisee shall furnish one (1) recycling container to each of its subscribers at no charge. Franchisee shall maintain its recycling containers in a reasonably good condition. If Franchisee collects residential recycling materials at curbside, Franchisee shall supply one (1) or more additional recycling containers to any of its subscribers from whom it collects residential recycling materials at curbside upon request and may charge such subscribers an additional monthly fee of up to \$5.00 for each additional recycling container supplied and the curbside collection of residential recycling materials associated with each additional cart supplied. Franchisee shall repair or replace its recycling containers at no charge to the subscriber if such repair or replacement is due to reasonable wear and tear. Franchisee may charge subscribers for the cost of repair or replacement of recycling containers if such repair or replacement is required as a result of a subscriber's excessive abuse, neglect, or damage, or due to fire or theft.

20. Subscription Fees. Franchisee shall not charge its subscribers a subscription fee or any other fee upon subscription.

21. Termination Fees. Franchisee may charge a subscriber a termination fee or such other fee upon termination of the subscriber's subscription in any amount to which Franchisee and its subscriber agree.

22. Suspension of Curbside Collection on Holidays. Franchisee may suspend the collection of residential solid waste which Franchisee collects at curbside, either as a basic service or as an additional service, on holidays observed by the County provided Franchisee collects such residential solid waste within the two (2) business days before or after such holiday and provides at least seven (7) days' advance notice to affected subscribers of the suspension of such service and the day on which such service will be provided.

23. Hours of Operation of Collection Centers. If Franchisee operates the collection centers, it shall operate such center at least during the following hours: 7:00 a.m. to 7:00 p.m. each Friday, Saturday, and Monday, and 1:00 p.m. to 7:00 p.m. each Sunday, excepting holidays observed by the County.

24. Staffing and Operation of Collection Centers. If Franchisee operates the collection centers, it shall staff the collection centers with a sufficient number of trained employees to handle efficiently, adequately, and timely the vehicular traffic through the collection centers and the

volume of residential solid waste delivered to the collection centers and to assist subscribers delivering solid waste to the collection centers. Franchisee may adopt and enforce reasonable rules consistent with industry practice for the efficient operation of the collection centers provided such rules are not inconsistent with the Ordinance or this Franchise and are approved in advance in writing by the County Manager.

25. Equipment and Containers. If Franchisee operates the collection centers, it shall equip such collection centers with sufficient equipment and containers to handle efficiently, adequately, and timely the volume of residential solid waste delivered to the collection centers. Franchisee shall keep such equipment and containers in good repair, appearance, and sanitary condition at all times. Upon termination of this Franchise, or termination of Franchisee's license to the collection centers prior thereto, Franchisee shall, at its sole expense, remove all of its equipment, containers, and any other property from the collection centers.

26. Cost of Operation of Collection Centers. If Franchisee operates the collection centers, it shall be responsible for and shall indemnify and hold the County harmless for all costs, expense, and risk of and associated with operating the collection centers.

27. Maintenance and Appearance of Collection Centers. If Franchisee operates the collection centers, it shall be responsible for the maintenance and neat appearance of the collection centers, including without limitation keeping the premises free of litter, mowing any grass on the premises, and trimming any shrubbery on the premises.

28. Information and Educational Materials. Franchisee shall provide information and educational materials to the public and specifically its subscribers regarding the residential solid waste collection services Franchisee provides pursuant to this Franchise. The information and materials which Franchisee provides its subscribers shall include (a) Franchisee's curbside collection schedules, (b) at least seven (7) days' advance notice to subscribers of holidays on which the franchisee will suspend the collection of solid waste at curbside and the alternative day on which such service will be provided, (c) at least fourteen (14) days' advance notice of any other change in a subscriber's designated collection day, (d) the hours of operation of the collection centers, (e) information regarding the obligations and responsibilities of subscribers under the Ordinance, including the obligations of subscribers regarding the placement of residential solid waste at curbside and the removal of solid waste carts and recycling containers from curbside, and (f) at least sixty (60) days' advance notice of any change in Franchisee's fees to its subscribers, including any change in Franchisee's fee for basic service, fees for additional solid waste carts and recycling containers, and fees for additional services.

29. Franchise Fees. During the term of the Franchise, Franchisee shall pay a franchise fee to the County for the regulation in Lowndes County of residential solid waste, residential solid waste collection services, the administration and enforcement of the Solid Waste Ordinance, and the administration and enforcement of this Franchise. Such franchise fee shall be paid at the rate of \$3.00 per ton of residential garbage collected by Franchisee in the unincorporated area pursuant to this Franchise. Such franchise fee shall be paid on a monthly basis, with Franchisee paying to the County by the last day of each calendar month the franchise fee due for residential garbage collected by Franchisee in the unincorporated area or otherwise from residents during the

immediately preceding calendar month. Each payment by Franchisee of the franchise fee shall be accompanied by a written statement, certified by an officer of Franchisee or executive level manager responsible for the area or region of Franchisee's operations that includes Lowndes County, showing in such form and detail as the County Manager may prescribe, the total tonnage of residential garbage collected by Franchisee in the unincorporated area during the calendar month for which such franchisee fee is being paid, the calculation of such franchise fee then being paid by Franchisee, and also accompanied by copies of landfill weight tickets evidencing such total tonnage and such other information as the County Manager may from time to time require.

30. Billing and Collection. Franchisee shall be solely responsible for the billing and collection of its charges to its subscribers and shall bear all cost, expense, and risk in connection therewith, including nonpayment by any subscriber.

31. Disposal of Solid Waste. Franchisee shall dispose residential garbage collected by it from its subscribers at curbside and at the collection centers only at the Evergreen Landfill on Wetherington Lane, Valdosta, Georgia or at such other lawfully permitted or licensed disposal facility approved in advance in writing by the County Manager and shall be responsible for and indemnify and hold the County harmless from all risk and the payment of all costs and fees associated with such disposal.

32. Prohibition Against Commingling. Franchisee shall not commingle residential solid waste collected from residents pursuant to this Franchise with any commercial solid waste or any other solid waste originating from elsewhere within the County or from outside the County.

33. Title and Ownership of Waste. Title to and ownership of residential solid waste collected by Franchisee from residents pursuant to this Franchise shall pass to Franchisee once it is placed in a vehicle or other equipment under control of Franchisee or received by Franchisee at the collection centers.

34. Indemnity. Franchisee shall, at its sole cost and expense, fully indemnify, defend, and hold harmless the County, its officers, boards, commissioners, employees, representatives, and agents from and against any and all claims, suits, actions, fines, penalties, liability, costs, loss, damage, and judgments of any kind, including personal injury and/or death, and including reasonable attorneys' fees, expenses, and costs of settlement, arising from or relating to Franchisee's negligence or willful misconduct during the collection, transportation, or disposal of solid waste, whether or not the act or omission complained of is authorized, allowed, or prohibited by this Franchise or the Solid Waste Ordinance, and from any breach or violation by Franchisee of this Franchise or the Solid Waste Ordinance.

35. Performance Bond. Before providing residential solid waste collection services pursuant to this Franchise and at all times during the term of this Franchise, Franchisee shall furnish to the County and maintain in effect a surety bond in the amount of \$250,000 issued by a financially sound and reputable corporate surety authorized to do business in the State of Georgia reasonably acceptable to the County as security for Franchisee's performance of each and every of its obligations under this Franchise and the Solid Waste Ordinance.

36. Insurance.

(a) Franchisee shall maintain in full force and effect insurance of the types and in the amounts set forth below. Franchisee shall furnish to the County with its execution and delivery of this Franchise and annually thereafter if this Franchise is renewed, or at any time upon the County's request, certificates of insurance or other evidence satisfactory to the County to the effect that such insurance has been procured and is in force and certifying that the County shall receive at least thirty (30) days' notice prior to any modification, revocation, cancellation, or non-renewal of said insurance. No such insurance shall have a self-insured retention amount in excess of \$10,000.

<u>Coverages</u>	<u>Limits of Liability</u>
Worker's Compensation	Statutory
General Liability and Property Damage (except automobile)	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Bodily Injury and Property Damage Liability	Statutory \$500,000
Excess Liability Umbrella	\$2,000,000 aggregate
Pollution and Environmental Liability and Remediation Coverage	\$1,000,000 per occurrence

Franchisee shall ensure the County is named as an "Additional Insured" on each such policy.

(b) All insurance contracts or policies procured by Franchisee pursuant to the above insurance schedule shall be in a form reasonably satisfactory to the County and shall be issued and maintained by companies authorized to do business in the State of Georgia and reasonably acceptable to the County.

(c) Any failure to provide such evidence of, or to maintain, insurance as required by this section shall be grounds for termination of this Franchise.

37. Reporting. Franchisee shall submit to the County Manager a written report no later than forty-five (45) days prior to the termination of this Franchise, whether or not Franchisee has sought or intends to seek renewal of this Franchise, providing the following information regarding Franchisee's provision of residential solid waste collection services pursuant to this Franchise as of the date which is two (2) months prior to the expiration of this Franchise (the "date of report") or covering the period up to ten (10) months immediately preceding such date of report (the "period of report"), as applicable, in such format as may be requested by the County Manager:

- o the name and address of each of Franchisee's subscribers as of such date of report,
- o the name and address of each subscriber to whom Franchisee has provided a recycling container as of such date of report,
- o the quantities by tonnage of residential garbage collected by Franchisee pursuant to this Franchise each month during such period of report
- o the quantities by tonnage of bulky items collected by Franchisee pursuant to this Franchise each month during such period of report (a) at the collection centers and (b) at curbside
- o the quantities by tonnage of yard waste collected by Franchisee pursuant to this Franchise each month during such period of report (a) at the collection centers and (b) at curbside

- the quantities by tonnage of residential recycling materials collected by Franchisee pursuant to this Franchise each month during such period of report (a) at the collection centers and (b) at curbside
 - a log of missed collections occurring during such period of report, including for each missed collection the subscriber's name and address and the date of the missed collection
 - a log of accidents involving personal injuries or property damage arising out of Franchisee's provision of residential solid waste collection service pursuant to this Franchise occurring during such period of report, including for each accident the date and location and a summary of the accident
 - a log of complaints made by Franchise's subscribers to Franchisee during such period of report, including for each complaint the name and address of the complaining subscriber and the date and a summary of the complaint including its resolution,
- and any other information maintained by Franchisee requested by the County Manager.

38. Franchisee's Records. Franchisee shall maintain accurate and complete books, accounts, and records arising out of or related to its operations under this Franchise, including without limitation, the subscribers it from time to time serves, each specific service Franchisee offers as a part of its residential solid waste collection services provided hereunder, complaints it may receive and their resolution, the quantities by calendar month of residential solid waste collected from residents of the unincorporated area, and the quantities of such residential solid waste disposed of by date and location at each disposal facility or location. Franchisee's books, accounts, and records arising out of or related to its operations under this Franchise shall at all times be open to inspection, examination, audit, and copying by authorized employees, representatives, and agents of the County. Such books, accounts, and records shall be kept at Franchisee's local office in Lowndes County.

39. Local Office. Franchisee shall maintain a local office and a published local telephone number in Lowndes County which shall be open for business at all times between the hours of at least 8:00 a.m. and 5:00 p.m. of each business day, excepting Saturday, Sunday, and holidays observed by Lowndes County. Such local office shall be staffed by a sufficient number of trained employees to efficiently and timely handle the volume of transactions, inquiries, complaints, and other business at such local office, and who shall be available at such office and telephone number for subscribers, other County citizens, and the County's employees, representatives, and agents, to discuss or refer any complaint, inquiry, billing or payment issue, or initiation, modification, or termination of a subscriber's service, or to otherwise communicate and transact business regarding Franchisee's residential solid waste collection services. In doing so, Franchisee shall maintain a subscriber service system reasonably equipped, staffed, and designed to promptly and courteously resolve disputes with or complaints by its subscribers. Franchisee shall provide to each of its subscribers and to the County a written policy specifying the terms, conditions, and fees for each and every service provided its subscribers. Such policies shall be subject to and not conflict with the provisions of this Franchise and the Solid Waste Ordinance.

40. Complaints. All subscriber complaints about residential solid waste collection services provided by Franchisee shall be made directly to the Franchisee, which shall give prompt and courteous attention and follow up to each complaint. In the case of alleged missed scheduled

collection, Franchisee shall investigate and, if such allegations are confirmed, shall arrange for the collection of the residential solid waste not collected within two (2) business days after the complaint is received.

41. Compliance with Solid Waste Ordinance and Other Applicable Laws. Franchisee shall operate and provide its residential solid waste collection services and any and all of its activities arising from or related to such services strictly in accordance with the conditions, terms, provisions, requirements, and obligations of this Franchise, the Solid Waste Ordinance, other applicable ordinances of the County, and all other applicable federal and state statutes, rules, and regulations.

42. Order of Precedence. In case of conflict between the terms of this Franchise and any of the following, the order of precedence shall be (a) applicable federal statutes, rules, and regulations, (b) applicable state statutes, rules and regulations, (c) the Solid Waste Ordinance, (d) other ordinances of Lowndes County, (e) this Franchise.

43. Georgia Illegal Immigration Legislation. This Franchise is and shall be conditioned upon Franchisee's having provided to the County prior to issuance of this Franchise (a) evidence required by OCGA § 36-60-6 that Franchisee is authorized to use the Federal Work Authorization Program (or evidence that it is not required by OCGA § 36-60-6 to provide such evidence) and (b) evidence pursuant to OCGA § 50-36-1 that Franchisee is lawfully present in the United States. Franchisee shall utilize the Federal Work Authorization Program as required by OCGA § 36-60-6.

44. Independent Status; No Agency. Franchisee shall be, and is, an independent operator, and is not an agent, contractor, or employee of the County and is operating its residential solid waste collection service and business in its own manner and method subject to the overall requirements of this Franchise and the Solid Waste Ordinance and at its sole risk and expense. Franchisee and its officers, employees, agents, and representatives shall have no authority, express or implied, to act on behalf of or bind the County in any capacity whatsoever as agent or otherwise.

45. Non-Transferability of Franchise. This Franchise shall not be transferable or assignable in whole or in part without the prior written consent of the County, which consent shall not be unreasonably withheld. Any direct or indirect change in ownership or control of Franchisee shall be considered an assignment of this Franchise. Any successor to the business or operations of the Franchisee shall be required to obtain its own franchise pursuant to the Solid Waste Ordinance.

46. Taxes, Fees, Assessments. In addition to franchise fees and rebates paid pursuant to this Franchise, Franchisee shall pay to Lowndes County any other taxes, fees, and other assessments imposed by Lowndes County, including occupation taxes, applicable to Franchisee.

47. Permits and Licenses. In addition to this Franchise, Franchisee shall also obtain any governmental permits and licenses applicable to Franchisee's residential solid waste collection service, business and operations which are required of Franchisee by any government or agency.

48. Notice. All notices and other communications under this Franchise shall be in writing and shall be given by hand delivery, prepaid first-class mail, certified or registered with return receipt requested, confirmed facsimile or telecopier, or by prepaid commercial overnight courier maintaining written records of delivery, and shall be deemed to have been duly given, served, and received for all purposes at such time as it is delivered, with the return receipt, the delivery receipt, or the affidavit of messenger being deemed conclusive evidence of such delivery, or at such time as delivery is refused by the addressee upon presentation at the address as follows:

If to County:

Lowndes County
327 North Ashley Street
Valdosta, Georgia 31601
Attention: County Manager
Fax: (229) 245-5222

with a copy (which shall not constitute notice) to:

Elliott, Blackburn, & Gooding, P.C.
3016 North Patterson St.
Valdosta, Georgia 31602
Attention: Walter Elliott
Fax: (229) 242-0696

If to Franchisee:

Advanced Disposal Services Solid Waste Southeast, Inc.
1101 Hawkins Street
Valdosta, Georgia 31601
Attention: General Manager
Fax: (229) 244-3222

with a copy (which shall not constitute notice) to:

Advanced Disposal Services Solid Waste Southeast, Inc.
300 Colonial Center Parkway, Suite 230
Roswell, Georgia 30076
Attention: Steve Edwards

or to such other address as each party may designate for itself by like notice.

49. Amendment. This Franchise may be amended only by a writing signed by both parties hereto.

50. Waiver. Any waiver of any breach of this Franchise or violation of the Solid Waste Ordinance shall not be considered a waiver of any other breach, nor of a subsequent breach of this Franchise or violation of the Solid Waste Ordinance.

51. Severability. To the extent any provision of this Franchise is prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Franchise.

52. Governing Law. This Franchise shall be construed and interpreted in accordance with the internal laws of the State of Georgia without giving effect to the conflict of laws principles thereof.

53. Remedies for Breach or Violation. In the event of an alleged breach of any of the terms or conditions of this Franchise or violation of the Solid Waste Ordinance by Franchisee, the County shall provide written notice of such breach or violation to Franchisee, which notice shall specify the alleged breach or violation in reasonable detail. If within twenty (20) days from the date of such notice, Franchisee has either failed to correct the breach or violation or reach an agreement with the County on a mutually satisfactory solution, then the County may, within thirty (30) days of such notice of such breach or violation, give additional notice to Franchisee requiring Franchisee to appear before the Board of Commissioners at such time specified by the Board of Commissioners, to show cause why this Franchise should not be terminated. After such meeting, the Board of Commissioners may elect:

(a) to terminate this Franchise effective thirty (30) days from the date of written notice of such termination,

(b) to extend the time to allow Franchisee to cure the breach or violation,

(c) to impose sanctions not in excess of \$100 per day or fraction thereof during the period each such breach or violation continues uncured for the first ten (10) days of such breach or violation; not in excess of \$250 per day or fraction thereof during the 11th through 20th day each such breach or violation continues without cure; and not in excess of \$500 per day or fraction thereof during the period each such breach or violation continues uncured after twenty (20) days, or

(d) to impose other remedies lawfully available to the County without terminating this Franchise.

54. Attorneys' Fees. In the event of an action at law or in equity by the County to enforce any provision of this Franchise or the Solid Waste Ordinance against Franchisee, Franchisee shall pay to the County all reasonable attorneys' fees, expenses, and costs incurred by the County in enforcing this Franchise or the Solid Waste Ordinance against Franchisee.

55. Jurisdiction; Venue. In the event either party commences a lawsuit or other proceeding relating to or arising from this Franchise or the Solid Waste Ordinance, the parties agree and consent to the jurisdiction of the state or federal courts having jurisdiction over Lowndes County, Georgia for and over any such lawsuit or other proceeding that may arise under or in connection with this Franchise. The location of any of such courts shall be proper venue for any such lawsuit or judicial proceeding and the parties hereto waive any objection to such venue.

56. Third-Party Beneficiaries. This Franchise shall not benefit nor confer any rights or remedies on any person or entity other than the County and Franchisee and their respective permitted successors and assigns.

57. Nondiscrimination. Franchisee shall not discriminate against any person because of race, sex, creed, color, religion, or national origin in the offering or performing of Franchisee's residential solid waste collection disposal services.

58. Request for Renewal; No Vested Right to Renewal. Franchisee may request renewal of this Franchise; provided, however, and notwithstanding anything in this Franchise to the contrary, Franchisee has no vested or contract right in any such renewal.

59. Section Headings. The section headings herein are intended for reference and shall not by themselves determine the construction or interpretation of this Franchise.

60. Number and Gender. Where the context requires, the use of the singular form herein shall include the plural, the use of the plural shall include the singular, and the use of any gender shall include any and all genders.

61. Authority of Franchisee. Franchisee warrants that Franchisee has the full right, power, legal capacity, and authority to accept and to enter into this Franchise and to perform each of the conditions, terms, requirements, provisions, and obligations of Franchisee set forth herein and that the execution of this Franchise by and on behalf of Franchisee has been duly authorized by Franchisee.

62. Execution in Counterparts. This Franchise may be executed in two or more counterparts which when so executed shall constitute one and the same document.

63. Entire Agreement. This Franchise sets forth the entire agreement of the parties and all conditions, terms, requirements, provisions, and obligations of the Franchise issued and granted by the County to Franchisee for the provision of residential solid waste collection services within and serving the unincorporated area and residents of the unincorporated area.

64. Time is of the Essence. Time is of the essence in the performance of this Franchise.

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

(signatures continued on following page)

**BOARD OF COMMISSIONERS OF
LOWNDES COUNTY, GEORGIA**

By: _____
Bill Slaughter
Chairman

**ADVANCED DISPOSAL SERVICES SOLID
WASTE SOUTHEAST, INC.**

By: _____
Mike Holbrook
Director of Public Services

Exhibit A

Loch Laurel Road Collection Center

The real property located at 4758 Loch Laurel Road, Lowndes County, Georgia, within the fence illustrated in red on the attached aerial photograph identified as Loch Laurel Road Collection Center.



Loch Laurel Road Collection Center

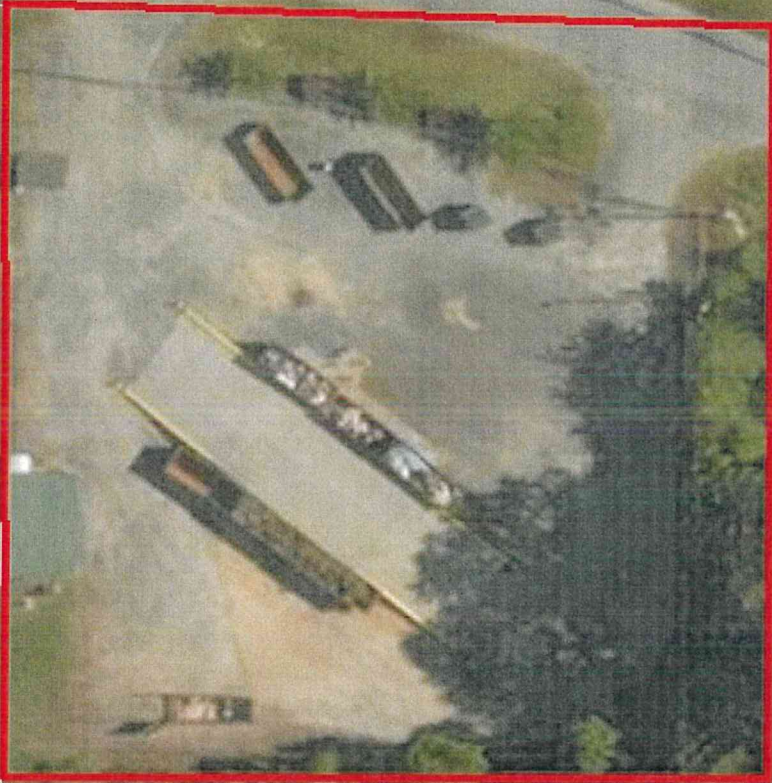
Exhibit B

Pine Grove Road Collection Center

The real property located at 4040 Pine Grove Road, Lowndes County, Georgia, within the fence illustrated in red on the attached aerial photograph identified as Pine Grove Road Collection Center.

PINE GROVE RD

LITTLE VIKING RD



Pine Grove Collection Site

Public Notice of Opportunity to Apply
for Nonexclusive Residential Solid Waste Collection Franchise

The Board of Commissioners of Lowndes County is currently accepting applications from providers of solid waste collection services for nonexclusive franchises to provide residential solid waste collection services for the unincorporated area of Lowndes County pursuant to the 2015 Lowndes County Solid Waste Ordinance.

The Board of Commissioners currently anticipates considering applications for new franchises and for renewals of existing franchises at its March 28, 2023, regular meeting.

The terms of existing nonexclusive franchises to provide residential solid waste collection services for the unincorporated area of Lowndes County will expire March 31, 2023.

The form of Application for such a nonexclusive franchise and a copy of said Ordinance may be obtained from the office of the Board of Commissioners located on the third floor of the Administrative Building of the Lowndes County Judicial and Administrative Complex located at 327 North Ashley Street, Valdosta, Georgia.

Completed Applications should be submitted no later than Wednesday, March 22, 2023 @ 1:00 p.m. to the Lowndes County Board of Commissioners, Lowndes County Judicial and Administrative Complex, 327 North Ashley Street, Valdosta, Georgia 31601, Attention: Kevin Beals.

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: Windstream Build Agreement

DATE OF MEETING: March 28, 2023

Work Session/Regular Session

BUDGET IMPACT:

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: Build Agreement with Windstream

HISTORY, FACTS AND ISSUES: On March 11, 2021, the American Rescue Plan Act (ARPA) was enacted and included funding for the State and Local Fiscal Recovery Fund (SLFRF). This funding was created to support governments across the country in their response to and recovery from the COVID-19 public health emergency. The Georgia Office of Planning and Budget decided to use a portion of their ARPA SLFRF allocation to create a competitive application process for Broadband Expansion Infrastructure. Lowndes County partnered with Windstream Georgia Communications, LLC to prepare an application for this funding, which resulted in Lowndes County receiving a grant award of \$21,783,961. The total project cost of \$39,420,865 will be comprised of the grant award from the State as well as \$17,636,904 in matching funds provided by Windstream.

The Broadband Expansion Infrastructure funding was created to address broadband needs in areas that are currently unserved or underserved. This project will provide many of our citizens with reliable internet access that delivers minimum speeds of 100 Mbps download and 100 Mbps upload. This project will foster a better quality of life for many of our citizens with improved opportunities for remote learning, work from home options, economic expansion, and enhanced telemedicine. This project will provide symmetrical gigabit-speed broadband access to 16,193 residential locations and 1,434 business locations in Lowndes County and will cover approximately 96 percent of the unserved census blocks in Lowndes County.

Attached is a proposed Build Agreement between the County and Windstream Georgia Communications, LLC and Kinetic Fiber, LLC.

The County Attorney has reviewed the Agreement. It is ready for approval.

OPTIONS: 1. Approve and authorize the Chairman to sign the Build Agreement as presented.
2. Redirect

RECOMMENDED ACTION: Option 1

DEPARTMENT: Finance

DEPARTMENT HEAD: Stephanie Black

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

BUILD AGREEMENT

This Build Agreement (this “Agreement”) is made effective the 28th day of March 2023, by and between Windstream Georgia Communications, LLC, and Kinetic Fiber, LLC (collectively “WIN”), and Lowndes County, Georgia (“County” or the “County”) (individually a “party,” collectively the “parties”).

In consideration of the mutual covenants and agreements, the parties hereto do mutually covenant and agree as follows:

INTRODUCTION

1. **Purpose.** The County submitted an application for and received an award of \$21,783,961 in Georgia State and Local Fiscal Recovery Fund grants (the “Funds”) for the purpose of paying a portion of the cost of designing, constructing, installing, and implementing a fiber-optic broadband network capable of minimum speeds of 100 Mbps download and 100 Mbps upload in areas of Lowndes County currently designated as unserved or underserved. WIN partnered with the County in connection with the application for the Funds and agrees it will design, construct, install, and implement a broadband network in such areas of Lowndes County according to plans and specifications agreed upon by the parties. The use of the Funds will enable WIN to develop valuable telecommunications facilities for community residents, particularly the increased availability of telemedicine services, distance learning, and telework. Since the total cost of the Project is estimated to be \$39,420,865, WIN has agreed it will pay the cost of the Project in excess of the amount of the Funds estimated to be \$17,636,904.
2. **Need for Fiber Optic System.** Both WIN and the County recognize the need for installation of certain telecommunications facilities/broadband services within the County to meet the increasing capacity demand of residents by increasing speeds available to all residents of the County and especially to those residents located in areas of the County which may be considered unserved or underserved.
3. **Project Funding.** Subject to the County’s receipt of the final approval of the Project from the appropriate federal and state agencies with authority to do so and the disbursement of the Funds to the County, the County will provide the Funds to WIN to utilize to pay the cost to design, construct, and install the project described below (the “Project”) within the limits of the County pursuant to the terms and conditions of this Agreement. The County shall not be obligated to disburse the Funds to WIN until the County has received the Funds. After all Funds have been paid to WIN, the remaining costs of constructing the Project will be paid by WIN. The County will pay and WIN will receive the Funds in consideration of WIN’s agreement to install broadband infrastructure in the area covered by the Project. If state or federal auditors disallow some portion of the Funds or the Funds are otherwise limited by actions of the state or federal government, neither party will be required to make up the difference, and the parties will work together to reach mutual agreement on how to adjust the scope of the Project to compensate for the reduced amount of the Funds.

THE PROJECT

4. **Project.** The Project entails WIN constructing fiber as generally shown on the drawing attached hereto as **Attachment A** in order to expand high-speed internet services to approximately 16,193 household locations and 1,434 commercial locations within the County. The location count is based upon internal address data WIN obtained from multiple vendors. Upon completion of the Project, WIN will be able to offer and will offer broadband service to each location within the Project area utilizing the facilities constructed as part of the Project, which newly constructed facilities may be connected to existing facilities. Additionally, as part of the Project, WIN will upgrade the electronics within this area, if necessary, in order to provide broadband speeds of at least one (1) gigabit download and upload to the locations within the County as shown on **Attachment A**. Certain multiple dwelling units within the Project area may require internal wiring upgrades beyond the scope of the Project in order to receive broadband speeds of at least one (1) gigabit download and upload. Commercial properties within the Project area may require additional wiring/cablings inside the premises that will be the property owner's responsibility.
5. **Project Costs and Use of Project Revenues.** The Funds will be used solely for costs incurred to complete the aspects of the Project described in **Attachment B** and for no other purpose.
6. **Funds.** The Funds shall be disbursed to WIN via wire transfer or check. County will use its best efforts to submit all requests for any disbursements of Funds at the earliest opportunity that County would be entitled to such disbursement. Monthly WIN will provide to County such documentation that is necessary for County to seek reimbursement from the Georgia State and Local Fiscal Recovery Fund (the "Reimbursement Documentation"). County commits to request reimbursement from the Georgia State and Local Fiscal Recovery Fund within ten (10) days of receiving the Reimbursement Documentation. County further commits to pay to WIN any portion of the Funds distributed to County within ten (10) days of receipt, unless a longer or shorter timeframe is required by the Terms and Conditions, as that term is defined below.
7. **Political Activity.** No portion of the Funds will be used for any partisan political activity or to further the election or defeat of any candidate for public office or influence the approval or defeat of any ballot issue.
8. **Prohibition Against Payment of Bonus or Commissions.** No portion of the Funds will be used in payment of any bonus or commission for the purpose of obtaining any approval or concurrence under this Agreement.
9. **Reporting.** County agrees to prepare and submit all reporting required in connection with its receipt of the Funds (the "State Reporting"), including financial reports, performance (technical) reports, and annual reports. On a quarterly basis, or more frequently if required by the State Reporting standards, WIN will provide County, in a timely manner, with information within its possession, in its control, or which WIN can reasonably obtain, necessary for County to fulfill its State Reporting obligations. County agrees that it will

not alter any information provided to it by WIN to be used for State Reporting or other purposes, without first obtaining WIN's written consent. To the extent possible, County will arrange for WIN to have read-only access to any State Reporting electronic portals, but County will still be responsible for completing and submitting all State Reporting. WIN agrees that it will provide County with such assistance as is reasonably necessary to allow County to comply with the American Rescue Plan Act State Fiscal Recovery Fund Broadband Infrastructure Award Terms and Conditions, including those terms listed in Exhibit B thereto, as executed on behalf of the County on April 18, 2022, (the "Terms and Conditions") and that it will comply with such portions of the Terms and Conditions and federal and state law that are applicable to WIN as a for-profit subrecipient of the Funds. The Terms and Conditions are attached as **Attachment C**. The execution of the Terms and Conditions on behalf of the County on April 18, 2022, is hereby ratified by the County.

CONSTRUCTION

10. WIN Responsibilities.

- a. All work on the Project will conform to the plans described in **Attachments A and B**.
- b. The Project shall be performed in a workman like fashion in keeping with the prevailing industry standards, in accordance with all applicable building, electrical, and safety codes, and in accordance with plans and specifications upon which the parties mutually agree.
- c. Upon completion of the Project, WIN shall notify the County.
- d. WIN shall be responsible for Project Costs that exceed the amount of the Funds.

- 11. Completion Date.** The parties agree to use commercially reasonable efforts to have the Project completed on or before December 31, 2024. The Project will be complete for purposes of this Agreement upon the completion of all construction required by this Agreement, the payment of all subcontractors, the execution and delivery of final lien waivers and releases by all subcontractors, the provision by WIN of a properly executed final release and waiver of all liens in favor of WIN, the completion of all punch list items reasonably required by the County, the conclusion of all operational testing, the submission by WIN of all financial, performance, and other reports required by the terms and conditions of the award of the Funds to the County.

LEGAL INTERESTS/RIGHTS IN CONSTRUCTED PROJECT

- 12. Project Ownership.** The County will have no ownership right or interest in any part of the Project and hereby irrevocably grants, sells, transfers, conveys, sets over, and assigns any interest that it may have or may in the future obtain in the Project to WIN. WIN retains full legal and/or beneficial title, to any and all components of the Project, including during construction, and the components will be utilized as part of the WIN network. WIN will operate the Project in compliance with applicable federal, state, and local statutes, ordinances, and regulations, will be the end user services provider to all end users being provided broadband service utilizing the Project, and will provide for all billing, customer relations, and marketing with respect to the Project. The County will have no responsibility

for any such matters. Additionally, WIN will manage the Project's assets for their most efficient use, consistent with current management practices of the WIN network, including transferring title to, or allowing use by, other parties.

GENERAL TERMS & CONDITIONS

13. Term. This Agreement shall become effective as of the date first written above and shall expire upon completion of the Project. Notwithstanding the expiration of this Agreement upon the completion of the Project, WIN will continue to provide commercially reasonable assistance to the County in responding to any subsequent audits of the Project by governmental authorities.

14. Relationship of Parties. Each party shall perform its duties under this Agreement, and neither party has the authority to create binding obligations or liabilities on the part of other party through the first party's actions.

15. Warranties. Each party represents and warrants that the entry and performance of this Agreement are within the powers of the respective party; have been duly authorized by all necessary actions; have received all necessary approvals; do not contravene any law, regulation, decree, or any contractual obligations; and will be the legal and binding obligations of the party.

16. Successors and Assigns.

a. **Generally.** This Agreement shall be binding upon, and shall inure to the benefit of and be enforceable by, the parties hereto and their respective successors and permitted assigns. Unless otherwise set forth herein, neither of the parties may assign this Agreement to any other person or entity without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed.

b. **Exceptions.** Notwithstanding the foregoing,

(i) Unless prohibited by the Terms and Conditions, WIN may assign this Agreement without the consent of the County to any WIN affiliate, to the surviving entity into which WIN may merge or consolidate, or to any entity to which WIN transfers all, or substantially all, of its business and assets or its stock or all or a substantial portion of its assets located within the limits of the County, provided such assignee shall assume in writing all of WIN's obligations to the County under this Agreement;

(ii) Unless prohibited by the Terms and Conditions, WIN may, at any time, transfer its ownership interest in any of the Project components to any WIN affiliate without the consent of County, provided WIN shall remain the provider of broadband services utilizing the Project unless the transferee accepts such responsibility in writing; and

(iii) WIN shall also have the right, without the consent of the County, to assign or otherwise transfer this Agreement as collateral to any lender to WIN (or lender to any successor or assign of WIN); provided that the assignee or transferee in any such circumstance shall continue to be subject to all of the provisions of this Agreement, except that any lender shall not incur any obligations under this

Agreement, nor shall it be restricted from exercising any right of enforcement or foreclosure with respect to any related security interest or lien, so long as the purchaser in foreclosure is subject to the provisions of this Agreement.

17. **Notices.** All notices, requests, demands and other communications required or permitted to be given or made under this Agreement shall be in writing, and shall be deemed to have been duly given (a) on the date of personal delivery, (b) on the date of delivery to a nationally recognized overnight delivery service, or (c) on the date of deposit in the U. S. mails, postage prepaid, by certified mail, return receipt requested, in each case addressed as follows, or to such other addresses as shall be designated from time-to-time by the parties:

If to WIN to:

Windstream Georgia Communications, LLC
Kinetic Fiber, LLC
Staff Manager – Government Programs
4001 North Rodney Parham Road
Mailstop KINETIC #1207
Little Rock, AR 72212

With a copy to:

Windstream Georgia Communications, LLC
Kinetic Fiber, LLC
4001 North Rodney Parham
Mailstop: B1F03-71A
Little Rock, AR 72212
Attention: Legal Department

If to the County:

Lowndes County, Georgia
327 North Ashley Street
Valdosta, GA 31601
Attn: County Manager

With a copy to:

Elliott Blackburn PC
3016 North Patterson Street
Valdosta, GA 31602

18. **Force Majeure.** In the event WIN or the County is delayed in or prevented from performing any of its respective obligations under this Agreement due to acts of God, war, riots, civil insurrection, acts of the public enemy, strikes, lockouts, acts of insurrection, acts

of civil or military authority, fires, floods or earthquakes, fiber cuts, inability to procure necessary supplies due to global or national supply chain shortages, impacts or effects of pandemics or epidemics on labor needs or goods and services, or other causes beyond the reasonable control of the party delayed, then such delay or nonperformance shall be excused. If any such delay or nonperformance due to the foregoing causes or events occurs or is anticipated, the party affected shall promptly notify the other party in writing of such event or expected event and the cause and estimated duration of such event. The party affected by such event shall, at no cost to the other party, exercise due diligence to shorten or avoid the delay or nonperformance and shall keep the other party advised as to the continuance of the delay and steps taken to shorten or terminate the delay or nonperformance.

19. **Limitation of Liability.** NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL COSTS, LIABILITIES OR DAMAGES, WHETHER FORESEEABLE OR NOT, ARISING OUT OF, OR IN CONNECTION WITH, SUCH PARTY'S PERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT.
20. **Disclaimer.** THERE ARE NO AGREEMENTS, WARRANTIES, OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.
21. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which together shall constitute one and the same document.
22. **Expenses.** Except as otherwise expressly provided herein, each party shall bear the costs and expenses incurred by it in negotiating, entering into, and performing any of its obligations under this Agreement.
23. **Headings.** The headings of this Agreement are inserted for convenience only and shall not be deemed to be a part hereof.
24. **Applicable Law.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Georgia applicable to contracts made and to be performed entirely in that state, without regard to the conflicts of laws rules of that state. The parties agree that the proper venue for a matter brought by either party shall be in a state or federal court located within Lowndes County, Georgia.
25. **Severability.** If any one or more of the provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions hereof or thereof shall not in any way be affected or impaired thereby. If this Agreement shall be held to be unenforceable against either party, the enforceability of such

agreement against the other party hereto shall not in any way be affected or impaired thereby.

- 26. WAIVER OF JURY TRIAL.** TO THE EXTENT AUTHORIZED BY GEORGIA LAW, EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THE ACTION OF EITHER PARTY IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE, AND ENFORCEMENT HEREOF.
- 27. Binding Agreement.** This Agreement, including the attachments, embodies the entire agreement between the parties hereto and supersedes any prior or contemporaneous oral or written agreements between the parties, and once this Agreement has been executed, any amendments hereto must be made in writing and signed by both parties.
- 28. Right-of-Way Agreements.** To the extent possible, the County will assist WIN in securing any easements or right-of-way agreements necessary for the Project in an efficient and timely manner, and at a commercially reasonable cost. County hereby grants to WIN the right to enter upon any County rights-of-way or easements necessary to complete the Project.
- 29. Insurance.** WIN shall maintain, at its sole cost and expense, the following insurance coverages with respect to the Project:
- a. Workers' compensation insurance in such amounts as may be required by Georgia law;
 - b. General liability insurance in the amount of at least One Million Dollars (\$1,000,000.00), naming the County as an additional insured;
 - c. Automobile/motor vehicle liability insurance in the total amount of at least One Million Dollars (\$1,000,000.00), including bodily injury coverage of at least One Million Dollars (\$1,000,000.00) and property damage coverage of at least One Million Dollars (\$1,000,000.00), naming the County, as an additional insured.
 - d. Property Damage Insurance in the amount of at least One Million Dollars (\$1,000,000.00), naming the County as an additional insured.
- Proof of the purchase of such insurance by WIN shall be provided to County within ten (10) calendar days after the final execution of this Agreement by the parties.
- 30. Drug-Free Workplace.** WIN shall provide written certification to County that it operates a drug-free workplace in accordance with OCGA § 50-24-2 through OCGA § 50-24-6.
- 31. Indemnification.** WIN shall defend, indemnify, and hold harmless the County, and its elected officials, employees, agents, and independent contractors, from and against all liabilities, lawsuits, actions, and claims of every character whatsoever incurred or brought for or on account of any injuries (including death), damages, or losses incurred, received, sustained, or claimed to have been incurred, received, or sustained, by a third party or to any property, real or personal, whether on or adjacent to a jobsite or not, arising out of or

in any way connected with the negligence or willful misconduct of WIN, its agents, contractors, or employees, including any costs incurred in defending against the same.

Notwithstanding anything to the contrary contained in this Agreement, each party will be responsible for injuries occurring to or damages suffered by its own employees or for worker's compensation claims filed by its own employees and will indemnify, defend, and hold harmless the other party against such injuries, damages, or claims made by the indemnifying party's employee(s), except to the extent such injuries, damages, or claims were the result of the gross negligence or willful misconduct of the party (or its agents, customers, invitees, servants, vendors, materialmen, or suppliers) claiming indemnification.

32. Georgia Local Government Public Works Construction Law. The parties agree this Agreement is not subject to the Georgia Local Government Public Works Construction Law (OCGA § 36-91-1 through OCGA § 36-91-95) because the Project does not fall within the definition of "public works construction" as defined in OCGA § 36-91-2.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and to become effective as of the date first written above.

Lowndes County, Georgia

Windstream Georgia Communications, LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Kinetic Fiber, LLC

By: _____

Name: _____

Title: _____

ATTACHMENT A
(Map of Project area)



Lowndes County

GA Highway 722 W

5 Highway 195
5 Highway 221

Barney

Morven

Mineola

Highland Heights

Adel Hwy

Trousdale Rd

221

West

Highland

Pepper

Highland

Highland

Highland

US Highway 129 N

Howell

Madison Hwy

Nankin

Nankin Rd

10 Miles

5

2.5

0

Ireland

Lowndes GA 2021 Locations

- Existing Fiber
- Lowndes County

Esti, NASA, NGA, USGS, FDEP, Esri, HERE, Garmin, SafeGraph, METI/NASA, USGS, EPA, NPS, USDA

ATTACHMENT B

Planning, Fiber Engineering, and Equipment Engineering: The construction planning phase of the project will include the preparation of preliminary layouts, detailed design and construction plans, and cost estimates. Project specifics will be entered into the company Jobtrac system to monitor construction status and ensure a smooth workflow during each step from startup to Project completion. A site survey will be conducted, and equipment engineering will place orders for materials within the company supply and warehouse system.

Fiber Construction: The construction work will include placement and splicing of fiber. Internal and/or contractor resource options will be utilized as needed to meet completion targets. Any needed right of ways or permits will be obtained. Project status will be monitored on a regular basis. A video inspection team will schedule and conduct testing.

Testing, Activation, Speed Qualification Updates: As fiber lines are completed, work on equipment installation, testing and turn up will get underway. Needed Central Office wiring and assignments will be completed. Once site testing is completed and equipment activated, location records will be updated reflecting the speeds available at specific addresses, and the new locations readied for service.

ATTACHMENT C
(Terms and Conditions)

AMERICAN RESCUE PLAN ACT
STATE FISCAL RECOVERY FUND
BROADBAND INFRASTRUCTURE AWARD

TERMS AND CONDITIONS

GRANT APPLICATION NAME

Lowndes County Broadband Expansion

About This Document

This agreement (the “Grant Agreement” or “Agreement”) is entered into between the State of Georgia (the “State”) and the undersigned grantee (“Grantee”) (hereinafter collectively referred to as the “Parties”). This Grant Agreement sets forth the terms and conditions applicable to payments distributed by the State in the form of reimbursement using grant funds to Grantee, Lowndes County _____, from the State of Georgia’s allocation of funds from the State Fiscal Recovery Fund (SFRF) established within 42 U.S.C.A. § 802 via the American Rescue Plan Act of 2021 (hereinafter referred to as “Grant”). The Grantee’s official representative, whose signature appears below, will execute the interest and responsibilities of the Grantee.

These requirements are in addition to those that can be found within the grant management system administered by the Governor’s Office of Planning and Budget (“OPB”), GeorgiaGrants, to which the Grantee agrees when accepting the Grant. Other state and federal requirements and conditions may apply to the Grant, including but not limited to 2 C.F.R. § 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and applicable subparts; the State funding announcement under which Grant payments are distributed; and any applicable documents referenced in the documents listed above.

To the extent the terms and conditions of this Grant Agreement do not address a particular circumstance or are otherwise unclear or ambiguous, such terms and conditions are to be construed consistent with the general objectives, expectations, and purposes of this Grant Agreement and in all cases, according to its fair meaning. The Grantee acknowledges that it and its counsel have reviewed this Grant Agreement and that any rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Grant Agreement. Any vague, ambiguous or conflicting terms shall be interpreted and construed in such a manner as to accomplish the purpose of the Grant Agreement.

1. Definitions

- 1.1 As used in this Agreement, the following terms shall have the following meanings:
1. “**ARPA**” means the federal American Rescue Plan Act of 2021.
 2. “**SFRF**” means the funds allocated to Georgia as its share of the State Fiscal Recovery Fund created by the American Rescue Plan Act of 2021.
 3. “**GeorgiaGrants**” means the grant management system administered by OPB to facilitate distribution or reimbursement of allowable expenditures of State Fiscal Recovery Funds to the Grantee.
 4. “**Grant**” means the payments distributed by the State in the form of a grant or reimbursement to the Grantee from the State Fiscal Recovery Fund (SFRF).
 5. “**Grant Agreement**” or “**Agreement**” means this agreement between the State of Georgia and the Grantee as defined by the State Fiscal Recovery Fund Terms and Conditions and its incorporated documents.
 6. “**Grantee**” means the undersigned
Lowndes County
 7. “**OPB**” means the Governor’s Office of Planning and Budget.
 8. “**Parties**” means collectively the parties to this Agreement, namely, the State and the Grantee.
 9. “**State**” means the State of Georgia.

2. General Requirements and Conditions

2.1 Applicability of Grant Agreement and Provisions

This Grant Agreement is subject to the additional terms, conditions and requirements of other laws, rules, regulations and plans recited herein and is intended to be the full and complete expression of and constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and all prior and contemporaneous understandings, agreements, promises, representations and terms and conditions, both oral and written, are superseded and replaced by this Grant Agreement.

Notwithstanding any expiration or termination of this Grant Agreement, the rights and obligations

pertaining to the Grant close-out, cooperation and provision of additional information, return of Grant funds, audit rights, records retention, public information and any other provision implying survivability shall remain in effect after the expiration or termination of this Grant Agreement.

2.2 Legal Authority

The Grantee certifies that it possesses legal authority to enter into this Grant Agreement and accept payments for which the Grantee is eligible pursuant to the funding announcement. By submitting requests or receiving reimbursement for requests made within the scope of this Grantee Agreement, Grantee certifies that it is authorized to submit such requests as defined in this Agreement, and that requests for reimbursement pertain only to expenses incurred to build broadband internet infrastructure as approved by OPB and described in this Agreement.

Grantee hereby represents and warrants that it has the power and is duly authorized to enter into this Grant Agreement with regard to all matters described herein upon the terms set forth and that the persons executing this Agreement on behalf of Grantee are the authorized agents of Grantee for the purpose of executing this Agreement. The Parties acknowledge and agree that this Agreement constitutes a valid and legally binding obligation of each Party, enforceable in accordance with its terms.

2.3 Grant Acceptance

The state funding announcement remains an offer until the fully and appropriately executed copy of this Grant Agreement is received by OPB. Upon approval of the Grant Agreement, OPB or its designee will issue a statement of confirmation or acceptance (“funding announcement”) to the Grantee through Grantee’s representative listed in “Exhibit A” attached to this Agreement, upon receipt of which the Grantee may begin submissions to Georgia Grants for reimbursement as specified in this Agreement.

2.4 Performance Period

Funding has been authorized for eligible expenditures incurred by the Grantee during the performance period for this Grant which is between March 3, 2021 and October 31, 2026 or the date of exhaustion of funding for the purpose of this Grant as solely determined by OPB, whichever is earlier (“performance period”). All expenditures must be incurred on or before October 31, 2026, and the Grantee must submit expenses for reimbursement through GeorgiaGrants during the performance period for this Grant by no later than December 31, 2026. The State will not be obligated to reimburse expenses incurred prior to or after the performance period.

2.5 General Responsibility and Compliance

In order to qualify as an expense eligible for reimbursement, an expenditure shall be reasonable and shall be incurred solely to facilitate the completion of the broadband internet infrastructure project identified in the Grantee’s application as awarded and approved by OPB. Additionally, Grantee shall submit a proposed final project budget to OPB prior to beginning work on the project. Work on the project shall not begin until the proposed final project budget is approved in writing

by OPB.

Any proposed revision to either the scope of the approved broadband internet infrastructure project or to the approved final budget thereof shall be submitted to OPB along with a detailed justification for the proposed revision. Approval of any proposed revision to the scope of the project or the project budget shall be left at the sole discretion of OPB.

The Grantee certifies compliance with these eligible expenses by executing this Grant Agreement.

The Grantee is responsible for the integrity of the documents submitted through GeorgiaGrants in support of claims for reimbursement of expenditures; accountability for all funds awarded; and compliance with state guidelines, policies and procedures and applicable federal and state laws and regulations.

The Grantee will document appropriate protocols and procedures to support the types of expenditures claimed for reimbursement and to ensure that all terms, conditions and specifications of the Grant are met.

The Grantee agrees to maintain an accounting system or process integrated with adequate internal fiscal and management controls to capture and report Grant data with accuracy, providing full accountability for expenditures. This system or process shall provide reasonable assurance that the Grantee is managing federal and state financial assistance programs in compliance with all applicable laws and regulations.

2.6 Amendments and Changes to the Grant Agreement

The State may make changes to the Grant. Changes include, but are not limited to, modifying the scope of the Grant Project, adding funds to previously un-awarded cost items or categories, or changing funds in any awarded cost items or category. In the event the State determines that changes are necessary to the Grant award document after an award has been made, including changes to the performance period or terms and conditions, the Grantee will be notified of the changes in writing, and any such changes shall be documented in GeorgiaGrants.

The Grantee has no right or entitlement to payment or reimbursement with Grant funds. The Grantee agrees that nothing in this Grant Agreement will be interpreted to create an obligation or liability of the state in excess of the availability of funds for reimbursement as described in the funding announcement. The Grantee agrees that any act, action or representation by either party, their agents or employees that purports to waive or alter the terms of this Grant Agreement or increase the maximum liability of the state is void unless an amendment to this Grant Agreement is consented to by both parties in writing and is documented in GeorgiaGrants. Notwithstanding this requirement, it is understood and agreed by the parties hereto that changes in local, state and federal rules, regulations or laws applicable hereto may occur during the term of this Grant Agreement and that any such changes shall be automatically incorporated into this Grant Agreement without written amendment hereto, and shall become a part hereof as of the effective date of the rule, regulation or law.

2.7 Public Information and Meetings

Notwithstanding any provisions of this Grant Agreement to the contrary, the Grantee acknowledges that the State of Georgia, OPB, and this Grant Agreement are subject to the Georgia Open Records Act, O.C.G.A. § 50-18-71, *et seq* (ORA). The Grantee acknowledges that OPB will comply with the ORA, as interpreted by judicial opinions and opinions of the Attorney General of the State of Georgia.

The Grantee acknowledges that information created or exchanged in connection with this Grant Agreement, including all reimbursement documentation submitted to OPB, is subject to the ORA, whether created or produced by the Grantee or any third party, and the Grantee agrees that information not otherwise excepted from disclosure under the ORA will be available in a format that is accessible by the public at no additional charge to OPB or the State. The Grantee will cooperate with the State and OPB in the production of documents or information responsive to a request for information.

2.8 Remedies for Non-Compliance

If the State determines that the Grantee fails to comply with any term of this Grant Agreement, whether stated in a federal or state statute or regulation, an assurance, a state plan or application, a funding announcement, or any other applicable requirement, the State, in its sole discretion, may take actions including:

1. Imposing sanctions;
2. Temporarily withholding payments pending correction of the deficiency or imposing a corrective action plan intended to bring the Grantee into compliance with this Grant Agreement. A corrective action plan shall be a compulsory set of actions mandated by OPB that will ensure the Grantee will take certain actions to bring it into compliance with the terms of this Grant Agreement. If the Grantee fails to complete any imposed corrective action plan within 60 days, OPB reserves the right to require the Grantee to return any previous Grant fund reimbursements in a manner and timeframe as determined by OPB;
3. Requiring the Grantee to return or offset previous reimbursements to OPB in a manner and timeframe as determined by OPB. By entering into this Grant Agreement, Grantee specifically accepts and acknowledges that any noncompliance with the terms of this Grant Agreement shall entitle the State to implement this remedy, regardless of whether or not the previous reimbursements were made for allowable costs;
4. Disallowing or denying use of funds for all or part of the cost of the activity or action not in compliance;
5. Disallowing claims for reimbursement;
6. Wholly or partially suspending or terminating the Grant;

7. Prohibiting the Grantee from applying for or receiving additional funds for other grant programs administered by the State until repayment to OPB is made and any other compliance or audit finding is satisfactorily resolved; or
8. Taking other remedies or appropriate actions.

If OPB elects to implement whole or partial suspension or termination of the Grantee's Grant in accordance with this Section of the Grant Agreement, the Grantee's costs resulting from Grant eligible expenditures incurred during any such suspension or after termination of the Grant are not allowable costs unless OPB expressly authorizes them either in the notice of suspension or termination or subsequently.

The State, at its sole discretion, may impose sanctions without first requiring a corrective action plan.

The Grantee acknowledges and agrees that the State has the rights and remedies stated above and any other rights and remedies set forth in this Grant Agreement which are fair and reasonable, and further acknowledges and agrees that no action taken by the State to assert or enforce any of these rights or remedies shall excuse the Grantee from performance of its obligations under this Agreement.

To the extent allowed by law, the Grantee waives any claims to dismiss obligations to pay the State for amounts owed due to non-compliance stemming from the Grantee's actions to dissolve, become insolvent, seek bankruptcy protection, or exercise other actions appearing to affect its ability to pay.

2.9 False Statements by Grantee

By acceptance of this Grant Agreement, the Grantee makes all the statements, representations, warranties, guarantees, certifications and affirmations included in this Grant Agreement. If applicable, the Grantee will comply with the requirements of 31 U.S.C. § 3729-3733, which set forth that no grantee of federal payments shall submit a false claim for payment.

If any of the statements, representations, certifications, affirmations, warranties or guarantees are false or if the Grantee signs or executes this Grant Agreement with a false statement or it is subsequently determined that the Grantee has violated any of the statements, representations, warranties, guarantees, certifications or affirmations included in this Grant Agreement, then the State may consider this action or activity a possible default under this Grant Agreement and may terminate or void this Grant Agreement for cause and pursue other remedies available to the State under this Grant Agreement and applicable law. False statements or claims made in connection with grants may result in fines, imprisonment and debarment from participating in federal grants or contracts and/or any other remedy available by law, potentially including the provisions of 31 U.S.C. § 3801-3812, which details the administrative remedies for false claims and statements made.

2.10 Conflict of Interest Safeguards

The Grantee will establish safeguards to prohibit its employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain, whether for themselves or others, particularly those with whom they have family, business, or other ties. The Grantee will operate with complete independence and objectivity without actual, potential or apparent conflict of interest with respect to its performance under this Grant Agreement in accordance with Title 45 Chapter 10 of the O.C.G.A., 18 U.S.C. § 666, 18 U.S.C. § 1031, and 2 C.F.R. § 200.318.

2.11 Fraud, Waste and Abuse

The Grantee acknowledges and assents that the State of Georgia shall not tolerate fraud, waste or misuse of funds received from any state entity (*See* Title 45 Chapter 10 of the O.C.G.A.) and that any violation of state or federal law, state policies or standards of ethical conduct shall result in penalties including, but not limited to, suspension of current and future funds or reimbursement, suspension or debarment from federal and state grants, recoupment of monies reimbursed or provided under an award, remedies set forth in 2 C.F.R. § 200.338, and civil and/or criminal penalties.

In the event the Grantee becomes aware of any allegation or a finding of fraud, waste or misuse of funds received from OPB that is made against the Grantee or of fraud, waste, false statements, or other errors in any submission for reimbursement, the Grantee is required to immediately report said allegation or finding to the U.S. Department of the Treasury Office of the Inspector General¹ and to OPB and must continue to inform OPB of the status of any such on-going investigations. The Grantee must also promptly refer to OPB as well as the appropriate federal authorities, including, but not limited to, the U.S. Department of the Treasury Office of the Inspector General, any credible evidence that a principal, employee, agent, grantee, contractor, subcontractor or other person has -- (1) submitted a claim for reimbursement or award funds that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving reimbursement or award funds. Grantees must also immediately notify OPB in writing of any misappropriation of funds, fraud, theft, embezzlement, forgery, or any other serious irregularities indicating noncompliance with grant requirements. Grantees must notify the local prosecutor's office of any possible criminal violations. Grantees must immediately notify OPB in writing if this Grant Project or personnel, as it pertains to the scope of this Grant, become involved in any litigation, whether civil or criminal, and the Grantee must immediately forward a copy of any demand, notices, subpoenas, lawsuits or indictments to OPB.

2.12 Termination of the Agreement

The State may, at its sole discretion, terminate this Grant Agreement, without recourse, liability or penalty against the State, upon written notice to the Grantee. In the event the Grantee fails to

¹ See 2 C.F.R. § 200.113. Disclosure, in a timely manner, to the Federal awarding agency or pass-through entity is mandatory for all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures can result in any of the remedies described in 2 C.F.R. § 200.338.

perform or comply with an obligation or a term, condition or provision of this Grant Agreement, the State may, upon written notice to the Grantee, terminate this Grant Agreement for cause, without further notice or opportunity to cure. Such notification of termination for cause will state the effective date of such termination, and if no effective date is specified, the effective date will be the date of the notification.

The State and the Grantee may mutually agree to terminate this Grant Agreement at any time. The State, in its sole discretion, will determine if, as part of the agreed termination, the Grantee is required to return any or all of the reimbursed funds.

Termination is not an exclusive remedy but will be in addition to any other rights and remedies provided in equity, by law or under this Grant Agreement, including those remedies listed at 2 C.F.R. § 200.207 and 2 C.F.R. § 200.338 – 200.342. Following termination by the State, the Grantee shall continue to be obligated to OPB for the return of reimbursed Grant funds in accordance with applicable provisions of this Grant Agreement. In the event of termination under this Section, the State may elect to reimburse the Grantee but any such reimbursement shall be limited to allowable costs incurred and paid by the Grantee prior to the effective date of termination. Termination of this Grant Agreement for any reason or the expiration of this Grant Agreement shall not release the parties from any liability or obligation set forth in this Grant Agreement that is expressly stated to survive any such termination or expiration.

2.13 Limitation of Liability

TO THE EXTENT ALLOWED BY LAW, THE GRANTEE SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF GEORGIA, OPB AND/OR THEIR OFFICERS, REGENTS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM, ANY ACTS, OMISSIONS, OR NEGLIGENCE OF THE GRANTEE OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THIS GRANT AGREEMENT. THE DEFENSE SHALL BE COORDINATED BY THE GRANTEE WITH THE OFFICE OF THE GEORGIA ATTORNEY GENERAL WHEN STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND THE GRANTEE MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE GEORGIA ATTORNEY GENERAL. THE GRANTEE AND THE STATE AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

The Grantee agrees that no provision of this Grant Agreement is in any way intended to constitute a waiver by the State, OPB, or their officers, regents, employees, agents, or contractors, of any privileges, rights, defenses, remedies, or immunities from suit and liability that OPB or the State may have by operation of law.

2.14 Dispute Resolution

The parties' designees will meet as needed to implement the terms of this Grant Agreement and will make a good faith attempt to informally resolve any disputes.

Notwithstanding any other provision of this Grant Agreement to the contrary, unless otherwise requested or approved in writing by OPB, the Grantee shall continue performance and shall not be excused from performance during the period any breach of this Grant Agreement, claim or dispute is pending.

The laws of the State of Georgia govern this Grant Agreement and all disputes arising out of or relating to this Grant Agreement, without regard to any otherwise applicable conflict of law rules or requirements. Venue for any action, suit, litigation, or other proceeding arising out of or in any way relating to this Grant Agreement shall be commenced exclusively in the Superior Court of Fulton County, Georgia.

The Grantee hereby irrevocably and unconditionally consents to the exclusive jurisdiction of the court referenced above for the purpose of prosecuting and/or defending such litigation. The Grantee hereby waives and agrees not to assert by way of motion, as a defense, or otherwise, in any suit, action or proceeding, any claim that the Grantee is not personally subject to the jurisdiction of the above-named courts; the suit, action or proceeding is brought in an inconvenient forum; and/or the venue is improper.

2.15 Liability for Taxes

The Grantee agrees and acknowledges that Grantee is entirely responsible for the liability and payment of Grantee and Grantee's employees' wages, insurance, and taxes of whatever kind, arising out of or related to the performances in this Grant Agreement. The Grantee agrees to comply with all state and federal laws applicable to any such persons, including laws regarding wages, taxes, insurance and workers' compensation. Neither OPB nor the State shall be liable to the Grantee, its employees, its agents or others for the payment of taxes or the provision of unemployment insurance or workers' compensation or any benefit available to a State employee or employee of OPB.

2.16 Required Assurances

The Grantee must comply with the applicable Grantee Assurances, which are attached hereto and incorporated for all purposes as Exhibit A.

2.17 System for Award Management (SAM) Requirements

To the extent applicable to Grantee's reimbursement under this Grant, the Grantee agrees to comply with applicable requirements regarding registration with the System for Award Management (SAM) or with a successor government-wide system officially designated by OMB and, if applicable, the federal funding agency. These requirements include maintaining current registrations and the currency of the information in SAM. The Grantee will review and update information at least annually until submission of the final financial report required under the award or receipt of final payment, whichever is later, as required by 2 C.F.R. § 25.

The Grantee will comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) as provided in 2 C.F.R. § 200 (2013) as well as with 2 C.F.R. § 180 (2005) implementing Exec. Order 12549, 3 C.F.R. § 189 (1986) and Exec. Order 12689, 3 C.F.R. 235 (1989) that require “a contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM)”, in accordance with the OMB guidelines at 2 C.F.R. Part 180 (2005) implementing Exec. Order 12549, 3 C.F.R. § 189 (1986) and Exec. Order 12689, 3 C.F.R. § 235 (1989), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority. The Grantee certifies it will verify each vendor’s status to ensure the vendor is not debarred, suspended, otherwise excluded or declared ineligible by checking the SAM before doing/renewing business with that vendor.

The Grantee certifies by executing Exhibit B of this Agreement that it and its principals are eligible to participate in this Grant Agreement and have not been subjected to suspension, debarment or similar ineligibility determined by any federal, state or local governmental entity; the Grantee is in compliance with the State of Georgia statutes and rules relating to procurement; and the Grantee is not listed in the federal government’s terrorism watch list as described in federal Exec. Order 13224.

2.18 No Obligation by Federal Government

The parties acknowledge and agree that the federal government is not a party to this Grant Agreement and is not subject to any obligations or liabilities to either party, third party or subcontractor pertaining to any matter resulting from this Grant Agreement.

2.19 Notice

Any and all notices, designations, consents, offers, acceptances or any other communication provided for herein shall be given in writing by registered or certified mail with return receipt requested, to a party hereto and shall be addressed to the person who signed the Grant Agreement on behalf of the party at the address set forth below or to such other address as the parties may designate by notice from time to time in accordance with this Grant Agreement.

If to Grantee:

NAME Bill Slaughter
ADDRESS 327 North Ashley Street, 3rd Floor Valdosta, GA 31601
EMAIL belinda@lowndescounty.com
PHONE 229-671-2440

If to OPB: Governor’s Office of Planning and Budget
2 Capitol Square SW
Atlanta, Georgia 30334
grants@opb.georgia.gov

2.20 Force Majeure

Neither the Grantee nor the State shall be required to perform any obligation under this Grant Agreement or be liable or responsible for any loss or damage resulting from its failure to perform so long as performance is delayed by force majeure or acts of God, including but not limited to labor shortages caused by strikes or lockouts, embargo, war, terrorism, flood, natural disaster. Each party must inform the other in writing, with proof of receipt, within three (3) business days of the existence of such force majeure, or otherwise waive this right as a defense.

2.21 Severability

If any provision of this Grant Agreement is rendered or declared illegal for any reason, or shall be invalid or unenforceable, this Grant Agreement shall be interpreted as though such provision was modified or deleted in such manner so as to afford the party for whose benefit it was intended the fullest benefit commensurate with making this Grant Agreement, as modified, enforceable, and the remainder of this Grant Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, but shall be enforced to the greatest extent permitted by applicable law.

3. Warranties

3.1 E-Verify

Grantee, by signing this Agreement, represents and warrants that it will comply with the requirements of O.C.G.A. § 50-36-1 entitled "Verification of Lawful Presence Within United States" and verify the lawful presence in the United States of any natural person 18 years of age who has applied for state or local public benefits, as defined in 8 U.S.C. § 1621, or for federal public benefits, defined in 8 U.S.C. § 1611, that is administered by an agency or a political subdivision of this State.

Grantee, by signing this Agreement, represents and warrants that it will comply with the requirements of O.C.G.A. § 13-10-90 entitled "Security and Immigration Compliance." This requires, among other things, that every public employer, including, but not limited to, every municipality and county, will register and participate in the federal work authorization program to verify employment eligibility of all newly hired employees.

3.2 Compliance with Federal Law, Regulations and Executive Orders

Grantee represents and warrants that federal financial assistance funds will be used to fund or reimburse claims made under this Grant Agreement. The Grantee will comply with all applicable federal law, regulations, executive orders, policies, procedures and directives.

3.3 Clean Air Act

The following is only applicable if the amount of the contract exceeds \$165,000.

1. Grantee represents and warrants that it shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401, *et seq.*
2. Grantee represents and warrants to report each violation to the appropriate federal authorities as well as OPB and acknowledges and agrees that the State will, in turn, report each violation as required to assure notification to the appropriate federal authorities and the appropriate Environmental Protection Agency Regional Office.
3. Grantee represents and warrants to include these requirements in each subcontract exceeding \$165,000 financed in whole or in part with federal assistance provided by this Grant Agreement.

3.4 Federal Water Pollution Control Act

Grantee represents and warrants that it shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251, *et seq.*

Grantee represents and warrants to report each violation to the appropriate federal authorities as well as OPB and acknowledges and agrees that the State will, in turn, report each violation as required to assure notification to the appropriate federal authorities and the appropriate Environmental Protection Agency Regional Office.

Grantee represents and warrants that it shall include these requirements in each subcontract exceeding \$165,000 financed in whole or in part with federal assistance provided by this Grant Agreement.

3.5 Energy Conservation

If applicable, Grantee represents and warrants that it shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).

3.6 Procurement of Recovered Materials

Grantee represents and warrants that it shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency at 40 C. F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

3.7 Copyright, Patents and Intellectual Property Rights

Grantee represents and warrants that it shall affix the applicable copyright notices of 17 U.S.C. §

401 or 402 and an acknowledgement of United States Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

Unless otherwise provided by law, Grantee is subject to 35 U.S.C. § 200, *et seq.* All Grantees are subject to the specific requirements governing the development, reporting and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. § 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

3.8 Federal Debt Status

Grantee represents and warrants they are and will be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances and benefit overpayments.

3.9 Terminated Contracts

Grantee represents and warrants it has not had a contract terminated or been denied the renewal of any contract for noncompliance with policies or regulations of any state or federally funded program within the past five (5) years nor is it currently prohibited from contracting with a governmental agency. If the Grantee does have such a terminated contract, the Grantee shall identify the contract and provide an explanation for the termination. The Grantee acknowledges that this Grant Agreement may be terminated and payment withheld or return of grant funds or reimbursement required if this certification is inaccurate or false.

3.10 Reporting Requirements

The Grantee represents and warrants that it shall provide adequate support for the reimbursement of Grant funds in GeorgiaGrants. Financial documentation to support each request for reimbursement shall be submitted in GeorgiaGrants no later than December 31, 2026, for expenses incurred between March 3, 2021 and October 31, 2026 or the date of exhaustion of funding as solely determined by OPB, whichever is earlier.

Grantee shall comply with any reporting deadline(s) or schedule(s) that OPB may create to govern the submission of reimbursement requests. Failure to timely or properly submit expenses for reimbursement according to any such deadline(s) or schedule(s) may result in Grantee's disbursements being delayed.

3.11 Drug-Free Workplace

The Grantee certifies by executing Exhibit B of this Agreement that it is in compliance with the Drug-Free Workplace Act of 1988, implemented at 34 C.F.R. § 85(f), for Grantee, as defined at 34 C.F.R. § 85, § 85.605 and 85.610.

4. Property and Procurement Requirements

4.1 [Reserved]

5. Audit and Records Requirements

5.1 Cooperation with Monitoring, Audits, Records Requirements, Assessments and Evaluations

All records and expenditures are subject to, and the Grantee agrees to comply with, monitoring, examinations, demand for documents, production of personnel, access to systems, and/or audits conducted by any and all federal or state officials and auditors, including but not limited to, the U.S. Department of the Treasury Inspector General, OPB, the Georgia Department of Audits and Accounts, the State of Georgia Inspector General, and the Department of Community Affairs, or their duly authorized representatives or designees. The Grantee shall maintain, under GAAP or GASB, adequate records that enable federal and state officials and auditors to ensure proper accounting for all costs, reimbursement, and performances related to this Grant Agreement. Records and expenditures may be requested of Grantee at any time. Grantee shall provide requested records and expenditures within ten (10) business days of the date of request. Failure to comply with the terms of this subsection may result in termination of the grant and recoupment of distributed funds.

5.2 Single Audit Requirements

To the extent applicable to Grantee's reimbursement under this Grant, Grantees that are reimbursed \$750,000.00 or more of federal funds during their fiscal year are required to submit an organization-wide financial and compliance audit report. The audit must be performed in accordance with the Government Accountability Office's Government Auditing Standards, which may be accessed online at <http://www.gao.gov/govaud/ybk01.htm>, and in accordance with 2 C.F.R. § 200.514 Scope of Audit. Audit reports are currently due to the Federal Audit Clearinghouse no later than nine months after the end of the Grantee's fiscal year.

In addition, Grantee must submit the audit report to the State, by sending a copy to the Georgia Department of Audits and Accounts, 270 Washington Street, SW, Room I-156, Atlanta, Georgia 30334-8400.

If required to submit an audit report under the requirements of 2 C.F.R. § 200(f), the Grantee shall provide OPB with written documentation showing that it has complied with the single audit requirements. The Grantee shall immediately notify OPB in writing at any time that it is required to conduct a single audit and provide documentation within a reasonable time period showing compliance with the single audit requirement.

5.3 Requirement to Address Audit Findings

If any audit, monitoring, investigations, review of awards or other compliance review reveals any discrepancies, inadequacies or deficiencies which are necessary to correct in order to maintain compliance with this Grant Agreement, applicable laws, regulations, or the Grantee's obligations

hereunder, the Grantee agrees to propose and submit to OPB a corrective action plan to correct such discrepancies or inadequacies within thirty (30) calendar days after the Grantee's receipt of the findings. The Grantee's corrective action plan is subject to the approval of OPB.

The Grantee understands and agrees that the Grantee must make every effort to address and resolve all outstanding issues, findings or actions identified by federal or state officials and auditors through the corrective action plan or any other corrective plan. Failure to address these findings promptly and adequately may result in grant reimbursement being withheld, other related requirements being imposed or other sanctions and penalties. The Grantee agrees to complete any corrective action approved by OPB within the time period specified by OPB and to the satisfaction of OPB, at the sole cost of the Grantee. The Grantee shall provide to OPB periodic status reports regarding the Grantee's resolution of any audit, corrective action plan, or other compliance activity for which the Grantee is responsible.

5.4 Records Retention

The Grantee shall maintain appropriate audit trails to provide accountability for all reimbursement of expenditures using grant funds. Audit trails maintained by the Grantee will, at a minimum, identify the supporting documentation prepared by the Grantee to permit an audit of its accounting systems and payment verification with respect to the reimbursement of any expenditures under this Grant Agreement.

The Grantee must maintain fiscal records and supporting documentation for all expenditures reimbursed under this Grant Agreement pursuant to 2 C.F.R. § 200.333 and state law, except that the period for retention of records shall be as set forth herein. The Grantee must retain these records and any supporting documentation for a minimum of seven (7) years from the later of the completion of conclusion of the Grant Project; submission of the final expenditure report; or any litigation, dispute or audit. Records related to expenses being reimbursed under this Grant must be retained for seven (7) years after final disposition. OPB may direct the Grantee to retain documents for longer periods of time or to transfer certain records to OPB or federal custody when it is determined that the records possess long term retention value in accordance with retention schedules approved by the State Records Committee or the federal government.

6. Prohibited and Regulated Activities and Expenditures

6.1 Prohibited Costs

The following are nonexclusive examples of ineligible expenditures. These requirements are required by federal rule. Therefore, any question about their meaning or to what extent certain activities or action are allowed should be resolved by referencing the guidance provided by the United States Treasury Department²:

1. Funds may not be used or reimbursed to Grantee to fill shortfalls in revenue to cover expenditures that would not otherwise qualify under the statute. Revenue replacement is not a permissible use of these grant funds. All records and expenditures are subject to review.

² [SLFRF-Final-Rule.pdf \(treasury.gov\)](#)

2. Damages covered by insurance.
3. Duplication of benefits including expenses that have been or will be reimbursed under any other federal program.
4. Reimbursement to donors for donated items or services.
5. Severance pay.
6. Legal settlements.

The above is in addition to the non-reimbursable expenses set forth below in Section 6.2 of this Agreement.

6.2 Political Activities

Grant funds may not be used in connection with or to reimburse the following acts:

1. Unless specifically authorized to do so by federal law, grant recipients or their Grantee or contractors are prohibited from using grant funds directly or indirectly for political purposes, including lobbying or advocating for legislative programs or changes; campaigning for, endorsing, contributing to, or otherwise supporting political candidates or parties; and voter registration or get-out-the-vote campaigns. Generally, organizations or entities which receive federal funds by way of grants, contracts or cooperative agreements do not lose their rights as organizations to use their own, private, non-federal resources for "political" activities because of or as a consequence of receiving such federal funds. These recipient organizations must thus use private or other non-federal money, receipts, contributions or dues for their political activities, and may not charge off to or be reimbursed from federal contracts or grants for the costs of such activities.
2. Grant officials or grant funded employees may not use official authority or influence or permit the use of a program administered by the Grantee of which the person is an officer or employee to interfere with or affect the result of an election or nomination of a candidate or to achieve any other political purpose.
3. Grant-funded employees may not coerce, attempt to coerce, command, restrict, attempt to restrict or prevent the payment, loan or contribution of anything of value to a person or political organization for a political purpose.
4. As applicable, the Grantee and each contracting tier will comply with 31 U.S.C. § 1352, which provides that none of the funds provided under an award may be expended by the Grantee to pay or reimburse any person to influence, or attempt to influence, an officer or employee of any agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with any federal action concerning the award or renewal. Each contracting tier shall also disclose any lobbying with non-federal funds that

takes place in connection with obtaining any federal award. Such disclosures must be forwarded from tier to tier up to the recipient. The Grantee certifies its compliance with the provisions of this section through the execution of Exhibit B of this Grant Agreement.

7. Financial Requirements

7.1 Payments and Required Documentation

Funding for this Grant Agreement is appropriated under the American Rescue Plan Act of 2021. All expenditures under this Grant Agreement must be made in accordance with this Grant Agreement and any other applicable laws, rules or regulations. Further, the Grantee acknowledges that all funds are subject to recapture and repayment for non-compliance pursuant to Section 7.6.

The Grantee will be authorized to submit requests for reimbursement during the performance period set forth in Section 2.4 of this Agreement, which will be paid to the Grantee specified in GeorgiaGrants pursuant to the funding announcement. All documentation of expenditures reimbursed must be submitted in GeorgiaGrants prior to reimbursement.

The State may provide additional funds available to Grantee for reimbursable expenses within the scope of this Agreement beyond the total amount initially available to all Grantees. Such provision of additional funding will be at the State's discretion and will be disbursed in accordance with a subsequent funding announcement. All terms and conditions of this Grant Agreement shall apply to any payments made pursuant to such funding announcement, unless otherwise provided therein.

To receive payments, a Grantee must be an eligible vendor in the State Accounting Office's vendor management system. Payments will be made via electronic funds transfer to the bank account associated with the vendor in the vendor management system. If the Grantee fails to meet reporting obligations, the State may implement sanctions as necessary up to and including grant termination and recoupment of all payments made to the Grantee.

7.2 [Reserved]

7.3 Reporting

The Grantee must provide adequate support for expenditures to receive reimbursement using grant Funds in GeorgiaGrants. The State, in its sole discretion, will determine whether supporting documentation is adequate. Financial documentation to support reimbursement must be submitted in GeorgiaGrants by no later than December 31, 2026 for expenses incurred between March 3, 2021 and October 31, 2026, or the date of exhaustion of funding as solely determined by OPB, whichever is earlier.

Grantee is required to comply with the requirements set forth in the government-wide Award Term on Reporting Subawards and Executive Compensation located at 2 C.F.R. § 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

If the total value of the Grantee's currently active grants, cooperative agreements and procurement

contracts from all federal assistance offices exceeds \$10,000,000 for any period of time during the period of performance of this federal financial assistance award, the Grantee must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. § 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

The Grantee shall complete any other reports as requested by OPB, the respective Georgia Departments of Public Health and Community Health, CMS, and CDC, and cooperate and assist the State in complying with any and all federal tracking and reporting requirements.

7.4 Reimbursements

The State will reimburse the Grantee for the expenditure of actual and allowable allocable costs incurred and paid by the Grantee pursuant to this Grant Agreement and rules promulgated by the State for the purpose of determining reimbursable expenses. The State is not obligated to pay unauthorized costs or to reimburse expenses that were incurred by the Grantee prior to or after the performance period or after the termination of this Grant Agreement. No claims for reimbursement from any vendor, supplier, contractor, agent or other party will be accepted from any party asserting it is acting on behalf of the Grantee. Reimbursement for eligible expenses will be made directly to the Grantee only.

7.5 Refunds and Deductions

If the State determines that the Grantee has been overpaid any grant funds under this Grant Agreement, including payments made inadvertently or payments made but later determined to not be actual and allowable allocable costs, the Grantee shall return to OPB the amount identified by the State as an overpayment. The Grantee shall refund any overpayment to OPB within thirty (30) calendar days of the receipt of the notice of the overpayment from the State unless an alternate payment plan is specified by OPB. Refunds may be remitted to: Governor's Office of Planning and Budget, 2 Capitol Square SW, Atlanta, Georgia 30334, Attention: State Fiscal Recovery Fund Payments.

7.6 Recapture of Funds

The discretionary right of the State to terminate under Section 2.12 notwithstanding, the State shall have the right to terminate this Grant Agreement and to recapture and be reimbursed for any payments made by the State: (i) that are not allowed under applicable laws, rules and regulations; or (ii) that are otherwise inconsistent with this Grant Agreement, including any unapproved expenditures.

7.7 Liquidation Period

Unless the Grant Agreement is terminated prior to October 31, 2026, the grant liquidation period coincides with the performance period of March 3, 2021 through October 31, 2026, or the date of exhaustion of funding for the purpose of this Grant as solely determined by OPB, whichever is earlier.

7.8 Project Close Out

The State will close-out the grant award following the performance period.

The Grantee must submit all financial, performance and other reports as required by the terms and conditions of this Grant Agreement.

To the extent applicable to this Agreement, the Grantee must promptly refund to OPB any balances of cash that the State paid in advance and that are not authorized to be retained by the Grantee for use in other projects.

8. Allocated Amount

Grantee shall be limited to a maximum total reimbursement of \$22,514,336.00 for expenses deemed eligible under the terms of this Grant.

9. Authorized User

The following list identifies the user(s) authorized to perform tasks in GeorgiaGrants on behalf of Grantee (Authorized User(s)). Any action carried out by an Authorized User in GeorgiaGrants is an action of the Grantee.

1. Authorized User One – Authorized Representative of Grantee (Required)

Name: Bill Slaughter
Title: Chairman
Email: belinda@lowndescounty.com
Phone : 229-671-2440

2. Authorized User Two (Optional)

Name: Rachel Bowen
Title: Senior Accountant
Email: rachel.bowen@lowndescounty.com
Phone : 229-671-2530

[EXHIBITS AND SIGNATURE PAGES FOLLOW]

EXHIBIT A
Grantee Assurances

As the duly authorized representative of the Grantee, I certify that the Grantee:

1. Has the legal authority to request grant payments for reimbursable expenses from the federal funds allocated to the State of Georgia's State Fiscal Recovery Fund (SFRF) created by the American Rescue Plan Act of 2021, and the institutional, managerial and financial capability to ensure proper planning, management and completion of the Grant Project contemplated by this application.
2. Shall give any and all federal or State officials and auditors, or their duly authorized representative or designee, access to and the right to examine all records, books, papers or documents related to reimbursements; and will establish a proper accounting system in accordance with generally accepted accounting standards or awarding agency directives.
3. Shall carry out all activities and endeavors with strict adherence to the Code of Ethics for Government Service as established within Title 45, Chapter 10 and Section 1 of the Official Code of Georgia Annotated and Executive Order 04.01.21.57 and shall establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
4. Shall submit allowable expenditures in GeorgiaGrants in accordance with the documentation requirements established by OPB.
5. Shall comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §1681-1683 and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990 including Titles I, II and III of the Americans with Disability Act which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, and places of public accommodation, 44 U.S.C. § 12101-12213; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101, *et seq.*), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (g) § 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. § 290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601, *et seq.*), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to this grant.
6. Shall comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. § 276a

to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. § 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. § 327-333), regarding labor standards for federally assisted construction sub agreements.

7. Shall comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646), which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchases.
8. Shall comply with the provisions of the Hatch Political Activity Act (5 U.S.C. § 1501-1508 and 7321-29), which limit the political activity of employees whose principal employment activities are funded in whole or in part with federal funds.
9. Shall comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act and the Intergovernmental Personnel Act of 1970, as applicable.
10. Shall comply with all applicable federal, State and local environmental and historic preservation (EHP) requirements and shall provide any information requested by the appropriate authority to ensure compliance with applicable laws and regulations, including: federal EHP regulations, laws and executive orders; the National Environmental Policy Act; the National Historic Preservation Act; the Endangered Species Act; and the executive orders on floodplains (Exec. Order 11988, 3 C.F.R. 117 (1977), wetlands (Exec. Order 11990, 3 C.F.R. 121 (1977) and environmental justice (Exec. Order 12898, 59 Fed. Reg. 7629 (Feb. 16, 1994)). Failure of the Grantee to meet federal, state and local EHP requirements and obtain applicable permits may jeopardize federal funding.
11. Shall ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA, Exec. Order 11,738, 3 C.F.R. 799 (1971-1975).
12. Shall comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. § 4712 and 10 U.S.C. § 2324, and 41 U.S.C. §§ 4304 & 4310.
13. Shall comply with requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. § 175-175c and comply with Exec. Order 13224, 60 Fed. Reg. 49079 (2001) and U.S. law prohibiting transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism.
14. Shall comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234. Section 102(a) requires the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any federal financial assistance for construction or acquisition proposed for use in any area that has been identified by the Secretary of the Department of Housing and Urban

Development as an area having special flood hazards.

15. Shall comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Exec. Order 11514, 3 C.F.R. 902 (1966-1970) ; (b) notification of violating facilities pursuant to Exec. Order 11738, 3 C.F.R. 799 (1971-1975); (c) protection of wetlands pursuant to Exec. Order 11990, 3 C.F.R. 121 (1977); (d) evaluation of flood hazards in floodplains in accordance with Exec. Order 11988, 3 C.F.R. 117 (1977); (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. § 1451, *et seq.*); (f) conformity of federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. § 7401, *et seq.*); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Shall comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271, *et seq.*) related to protecting components or potential components of the national wild and scenic rivers system.
17. Shall assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), Exec. Order 11593 3 C.F.R. 559 (1971-1975), (identification and protection of historic properties) and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. § 469a-1, *et seq.*).
18. Shall comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. § 2131, *et seq.*) which requires the minimum standards of care and treatment for vertebrate animals bred for commercial sale, used in research, transported commercially or exhibited to the public according to the Guide for Care and Use of Laboratory Animals and Public Health Service Policy and Government Principals Regarding the Care and Use of Animals.
19. Shall comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4801, *et seq.*) which prohibits the use of lead-based paint in construction or rehabilitation of residential structures.
20. Will comply with the requirements of Section 106(9) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) engaging in trafficking in persons during the period of time that the award is in effect (2) procuring a commercial sex act during the period of time that the award is in effect or (3) using forced labor in the performance of the award or subawards under the award.
21. Shall comply with the Pro-Children Act of 1994 (Public Law 103-277), which prohibits smoking within any portion of any indoor facility used for the provision of services for children.
22. Shall cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States,

Local Governments, and Non-Profit Organizations."

23. Shall comply with P.L. 93-348 regarding the protection of human subjects involved in research, development and related activities supported by this award of assistance.
24. Shall comply with all federal tax laws and is solely responsible for filing all required State and federal tax forms.
25. And its principals are eligible to participate and have not been subjected to suspension, debarment or similar ineligibility determined by any federal, State or local governmental entity and it is not listed on a State or federal government's terrorism watch list as described in EO 13224. Entities ineligible for federal procurement have Exclusions listed at <https://www.sam.gov/portal/public/SAM/>.
26. Shall comply with all applicable federal and State Drug-Free Workplace laws and rules.
27. Shall comply with all applicable requirements of all other federal and State laws, executive orders, regulations and policies governing this program.

By signing below on behalf of the Grantee, I hereby acknowledge and agree that I am an authorized representative of the Grantee with power to bind the Grantee to the terms of this Exhibit A, and agree to abide by the requirements stated herein, including any amendments thereto.

By:

Signature: Bill Slaughter
Bill Slaughter (Apr 18, 2022 16:52 EDT)
(Authorized Representative of Grantee)
Name: Bill Slaughter
Title: Chairman
Date: Apr 18, 2022

EXHIBIT B
Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements

As the duly authorized representative of the Grantee, I certify the following on behalf of the Grantee:

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 34 C.F.R. § 82, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 C.F.R. § 82, § 82.105 and 82.110, the applicant certifies that:

- A. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement;
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
- C. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by Exec. Order 12549, 3 C.F.R. 189 (1986), Debarment and Suspension, and implemented at 34 C.F.R. § 85, for prospective participants in primary covered transactions, as defined at 34 C.F.R. § 85, § 85.105 and 85.110--

- A. The Grantee certifies that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - (b) Have not within a three-year period preceding this application been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records,

making false Statements, or receiving stolen property;

- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (2)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application had one or more public transaction (federal, state, or local) terminated for cause or default; and
- B. Where the applicant is unable to certify to any of the Statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEE OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 C.F.R. § 85(f), for Grantee, as defined at 34 C.F.R. § 85, § 85.605 and 85.610-

- A. The Grantee certifies that it will or will continue to provide a drug-free workplace by:
- (a) Publishing a Statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - (b) Establishing an on-going drug-free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The Grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the Statement required by paragraph (a);
 - (d) Notifying the employee in the Statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
 - (1) Abide by the terms of the Statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - (e) Notifying OPB, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Notice shall

include the identification number(s) of each affected grant;

- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:
- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
- B. The Grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, State, zip code)

4. DRUG-FREE WORKPLACE (GRANTEE WHO IS AN INDIVIDUAL)

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 C.F.R. § 85(f), for Grantee, as defined at 34 C.F.R. §§ 85, 85.605, and 85.610.

- A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and
- B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to OPB. Notice shall include the identification number(s) of each affected grant.

By signing below on behalf of the Grantee, I hereby acknowledge and agree that I am an authorized representative of the Grantee with power to bind the Grantee to the terms of this Exhibit B, and agree to abide by the requirements stated herein, including any amendments thereto.

By:

Signature: Bill Slaughter
Bill Slaughter (Apr 18, 2022 16:52 EDT)
(Authorized Representative of Grantee)

Name: Bill Slaughter
Title: Chairman
Date: Apr 18, 2022

EXHIBIT C

American Rescue Plan State Fiscal Recovery Fund Eligibility Certification

I, Bill Slaughter (Print Name),
am the Chairman (Title)
of Lowndes County (“Grantee”)
SAM Number _____ and DUNS Number _____ and I certify that:

1. I have the authority on behalf of the Grantee to submit, or designate persons to submit on my behalf, requests for reimbursement for eligible expenses incurred to prevent or mitigate the spread of COVID-19 from the federal funds allocated to the State of Georgia’s State Fiscal Recovery Fund (SFRF) created by the American Rescue Plan Act of 2021.

2. I understand that the State will rely on this certification as a material representation in making reimbursement payments to the Grantee.

3. I acknowledge that pursuant to this Agreement, Grantee must keep records sufficient to demonstrate that the expenditure of reimbursement it has received is in accordance with the terms of this Grant.

4. I acknowledge that all records and expenditures are subject to audit by the United States Department of the Treasury’s Inspector General, the Governor’s Office of Planning and Budget, the Georgia Department of Audits and Accounts, the State of Georgia Office of Inspector General, and the Department of Community Affairs, or representative or designee.

5. I acknowledge that Grantee has an affirmative obligation to identify and report any duplication of benefits. I understand that the State has an obligation and the authority to de-obligate or offset any duplicated benefits.

6. I acknowledge and agree that the Grantee shall be liable for any costs disallowed pursuant to financial or compliance audits of reimbursement received.

7. I acknowledge and agree that all submissions for reimbursement, supporting documentation, reports, and any other record upon which the State relied to reimburse expenses pursuant to this Grant Agreement are true and accurate to the best of my knowledge and belief, and that federal and State authorities may exercise any and all legal and equitable remedies against the Grantee involving any false records created or submitted, or in relation to findings concerning fraud, waste, or misuse of funds received.

8. I acknowledge that the Grantee’s requests submitted for reimbursement from the federal funds allocated to the State of Georgia’s State Fiscal Recovery Fund (SFRF) as created by the American Rescue Plan Act of 2021 will be used only to cover those costs that:

a. Are expenditures made in accordance with the terms of this agreement

Include all supporting documentation that clearly sets forth expenditures being claimed for reimbursement. Reimbursement will only be paid to the Grantee. All documentation is incorporated into the Grant Agreement by reference.

- b. Were expenditures incurred during the period beginning March 3, 2021 and ending October 31, 2026 (or before the date funds are exhausted for the purpose of this Grant as solely determined by OPB), whichever is earlier.

By signing below on behalf of the Grantee, I hereby acknowledge and agree that I am an authorized representative of the Grantee with power to bind the Grantee to the terms of this Exhibit C, and agree to abide by the requirements stated herein, including any amendments thereto.

By:

Signature: Bill Slaughter
Bill Slaughter (Apr 18, 2022 16:52 EDT)
(Authorized Representative of Grantee)
Name: Bill Slaughter
Title: Chairman
Date: Apr 18, 2022

Please initial by each exhibit, acknowledging you have received them, understand them, and agree to abide by them.

BS
BS

Exhibit A – Grantee Assurances

BS
BS

Exhibit B – Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; And Drug-Free Workplace Requirements

BS
BS

Exhibit C – American Rescue Plan State Fiscal Recovery Fund Eligibility Certification

By signing below the Grantee acknowledges acceptance of the Grant, all terms and conditions of this Grant Agreement, and all exhibits to this Grant Agreement, and agrees to abide by all such terms and conditions.

By:

Signature: Bill Slaughter
Bill Slaughter (Apr 18, 2022 16:52 EDT)
(Authorized Representative of Grantee)
Name: Bill Slaughter
Title: Chairman
Date: Apr 18, 2022

SIGNATURE PAGE

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: PowerPhone Emergency Medical Dispatch with CAD Integration

DATE OF MEETING: March 28, 2023

Work
Session/Regular
Session

BUDGET IMPACT:

1. Total budgetary impact of \$116,286.
2. \$85,000 (funds available in this year's budget) will be due at the signing of this document.
3. Remaining balance of \$31,286.00 to be paid in the Fiscal Year 23 / 24 budget cycle.

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: PowerPhone Emergency Medical Dispatch with CAD Integration

HISTORY, FACTS AND ISSUES: Purchase of PowerPhone Emergency Medical Dispatch protocol system with seamless CAD integration to allow for more efficient delivery of pre-arrival medical instructions to callers. This includes all protocols, with medical direction, certification training courses, continuing education training course requirements and CPR certifications.

OPTIONS: 1. Approve Purchase of PowerPhone EMD
2. Board's Pleasure

RECOMMENDED ACTION: Approve

DEPARTMENT: E911

DEPARTMENT HEAD: Danny Weeks

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

A large, circular, semi-transparent image of a woman in profile, wearing a headset and looking at a computer monitor in a call center setting. The image is partially obscured by white curved lines that frame the text below.

TOTAL **RESPONSE**

Implementation & Service Agreement

Mar 22, 2023

Prepared for:
Tonya Davis
Lowndes County 911
Valdosta, GA

Document # 21594

Introduction

This document serves as an agreement between PowerPhone and Lowndes County 911 to implement the PowerPhone Total Response Call Handling System. This document provides an overview of the implementation process, the responsibilities of both organizations in the process, and identification of key personnel who will be involved in ensuring a successful implementation of the system.

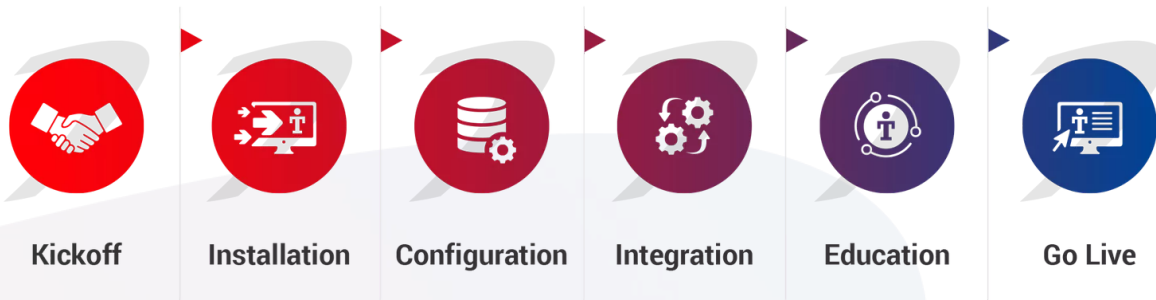
PowerPhone's Proposed Solution

PowerPhone will implement a Total Response Call Handling Solution for Lowndes County 911. The delivered solution will include Total Response software for call handling and provide access to PowerPhone's full range of educational services. The process to implement and realize the full benefits of the system will be led by a dedicated PowerPhone Implementation Manager assigned to your agency. Of critical importance to the success of this initiative is a close working relationship between PowerPhone and Lowndes County 911 to set objectives, fulfill deliverables, and secure full adoption of this system among all end users. Ongoing use of the Total Response system will help ensure that your agency handles each call for service in a consistent manner.

Total Response Implementation Process

Implementing Total Response is a partnership between PowerPhone and Lowndes County 911. PowerPhone will work closely with you in all phases of deploying your Total Response system, from installation to configuration to education to launch. PowerPhone will set a schedule of deliverables that brings you from "Kickoff" to "Go Live" as quickly as possible. To achieve this, it is important for all stakeholders at your agency to understand and agree to identified timelines.

You will be assigned a dedicated PowerPhone Implementation Manager (IM) to bring Total Response to your agency. Our IMs have both deep experience in emergency communications and expert knowledge of Total Response. ***Keeping in consistent contact with your assigned PowerPhone IM is of vital importance.*** Below are the major milestones in your implementation project. Please note that these milestones are not inclusive of all the work a project may entail, and that tasks that fall within each milestone may overlap as we work to launch your Total Response system as soon as possible.



1. **Kickoff.** More than just a formality, the kickoff phase sets expectations for the project and puts your agency and PowerPhone on a path to success. During this phase, your assigned PowerPhone IM identifies who will be responsible for completing various tasks on the project and reviews deliverables and timelines. This phase will also include a formal kick-off meeting to outline everything for all parties who will be involved in the project.
2. **Installation.** The installation of Total Response will be led by a highly-trained PowerPhone Technician who can assess all aspects of deploying our software in your environment. Your PowerPhone technician will complete all installation tasks and update you on progress as we assemble the components of the call handling solution your personnel will be using.
3. **Configuration.** Your IM and other PowerPhone team members will work with you to configure the various aspects of your Total Response system. This phase is where software settings will be reviewed, users will be set up, and protocols adjusted if necessary.
4. **Integration.** Total Response is designed at its core to work with your CAD system. During this phase, PowerPhone provides you with guidance on configuring your Total Response system to integrate seamlessly with your CAD system through incident code mapping.
5. **Education.** Your current telecommunicators and any new telecommunicators hired within the term of Annual Service Plan will have unlimited access to PowerPhone's full portfolio of self-paced online courseware through PowerPhone's Site Licensed Training offering. This includes Total Response application training, Emergency Medical Dispatch, Fire Service Dispatch, Law Enforcement Dispatch, Call Assessment, and Continuing Education on specialized topics. Certification is available but not required. In addition, Lowndes County 911 will receive onboarding training that includes an onsite visit provided there are no extenuating circumstances that limit or prevent travel.
6. **Go Live.** After all other milestones have been reached, your system is ready for production use. Your IM will coordinate a date for your go live and be available along with PowerPhone technicians to assist as Lowndes County 911 takes this critical step on the path to more consistent and effective call handling.

Key Personnel and Responsibilities

PowerPhone will assign an Implementation Manager (IM) who will be in touch with you within 10 business days after this agreement is finalized. To streamline communication during the implementation process, your assigned IM will be the sole point of contact during implementation. If you have any questions before you are contacted by your IM, please contact your Account Manager:

Denis Young

Email: dyoung@powerphone.com

Phone: 203-350-0336 ext. 409

The primary point of contact for Total Response implementation at Lowndes County 911 shall be:

Tonya Davis

Email: tdavis@lowndescounty.com

Phone: (229) 245-5246

The primary point of contact at Lowndes County 911 shall be responsible for the following:

- working with the assigned PowerPhone IM on all phases of the project;
- assigning tasks to internal stakeholders at Lowndes County 911 as needed to complete implementation project tasks; and
- coordinating all administrative and financial matters related to the implementation of Total Response at Lowndes County 911.

Post Implementation

Once your Total Response implementation is complete, PowerPhone will continue to support your agency. Your Implementation Manager will schedule a follow-up meeting with your agency to evaluate your use of Total Response and recommend any changes deemed necessary. This follow-up meeting will be scheduled 4 months after completion of End User Training.

After your project is complete, your PowerPhone IM will transition you to your dedicated PowerPhone Customer Success Team that will assist you moving forward. Your Account Team will plan to meet with representatives from your agency twice a year to further assess usage, feedback, training, and other identified needs.

Annual Service Plan

Your Annual Service Plan provides you with technical support for Total Response and access to PowerPhone's full portfolio of online training programs. Your Annual Service plan begins 30 days after signing this Implementation & Service Agreement or upon installation of the Total Response software, whichever occurs first. Once started, your Annual Service plan will be in effect on an annual basis. It will be renewed automatically each year to provide continuity in the use of the Total Response software, training, and technical support.

Software Requirements

Lowndes County 911 agrees to purchase any necessary software licenses for components that are required to host Total Response. Lowndes County 911 also agrees to purchase any computer hardware necessary for hosting Total Response. If existing servers or workstations are deemed serviceable at Lowndes County 911, PowerPhone will install Total Response on the existing hardware after reviewing it for fitness.

General requirements for Total Response may be viewed here: <https://powerphone.com/tr-requirements/>

Pricing

Pricing detailed in this agreement expires on Apr 1, 2023.

Total Response System Pricing

Name	Item Number	Price	QTY	Subtotal
Total Response: 2 Workstation Package · 2 call handling workstation licenses · 1 administrative workstation that handles reporting, quality assessment, supervisor, administrator, and/or script management functions. · 1 onsite visit and training on software · 1 API License (3rd party fees not included) · 1 Total Response Server License · Up to 5 temporary workstation licenses	TR2WS	\$42,999.00	1	\$42,999.00
Additional Call Handling Workstation For additional 3+ call handling workstations. Tiered pricing per workstation: 3-10: \$6000 11-20: \$5599 21-30: \$5349 31+ : \$4999	TRADCHWS	\$5,599.00	7	\$39,193.00
Backup Call Handling Workstation For additional 3+ call handling workstations. Tiered pricing per workstation: 3-10: \$6000 11-20: \$5599 21-30: \$5349 31+ : \$4999	TRADCHWS	\$3,000.00	3	\$9,000.00
Site Licensed Training: 2 Workstation Initial pricing per agency for 2 call handling workstations for 1 year.	TRLT2WS	\$8,999.00	1	\$8,999.00
Additional Site Licensed Training per Workstation For additional 3+ call handling workstations. Tiered pricing per workstation: 3-10: \$3499 11-20: \$3299 21-30: \$3099 31+ : \$2499	TRLTAWS	\$3,499.00	5	\$17,495.00

Name	Item Number	Price	QTY	Subtotal
Post-Implementation Support Eight-hour time block of Post-implementation services.	TRIMPSUP	\$1,600.00	1	\$1,600.00
Reconfiguration Credit PowerPhone will credit the reconfiguration costs for CAD integration of \$3,000.00 if signed on or before 3/31/2023.	PPCREDIT	-\$3,000.00	1	-\$3,000.00
				\$116,286.00

Subtotal **\$116,286.00**

Discount **\$0.00**

Tax **\$0.00**

Total Response System Total \$116,286.00

Annual Service Plan Pricing

Pricing below is for the first 365 days of your Annual Service Plan. For new customers, the first year of your Annual Service Plan is included at no charge. After your initial service term expires, your Annual Service Plan payment will be due 30 days after your service renewal date. Pricing is subject to change over time. Any changes to your Annual Service Plan pricing will be clearly communicated prior to each renewal period.

Name	Item Number	Price	QTY	Subtotal
Annual Software Plan	TRASWP	\$14,848.35	1	\$14,848.35
Annual Training License	TRATL	\$9,751.00	1	\$9,751.00
Service Plan Credit Credit reimbursement for first year of Annual Service Plan	PPCREDIT-SP	-\$24,599.35	1	-\$24,599.35
				\$0.00

Subtotal **\$0.00**

Discount **\$0.00**

Tax **\$0.00**

Annual Service Plan Total \$0.00

Grand Total \$116,286.00

Payment Schedule

Payment #	Milestone	Amount Due	Percentage
1	Signing of this document (due net 30 days)	\$85,000.00	
2	July 1st, 2023 (due net 30 days)	\$31,286.00	
	Total	\$116,286.00	100%

- Agency approval code / PO #:
- PowerPhone's Federal Tax ID #:
- PowerPhone's W-9 Form: <https://powerphone.com/powerphonew9>

Making Payments

Pay by wire or ACH (Preferred)	
Bank name	
Bank address	
Routing #	
Make payable to	PowerPhone
Business Checking Account #	
SWIFT ID	

Pay by check	
Make payable to	PowerPhone
Mailing address	

Terms and Conditions

1. **Contracting Parties.** This Implementation Agreement ("Agreement") is binding between the Customer ("Customer" or "Lowndes County 911") and PowerPhone as of the date this agreement is signed.
2. **Incorporation by Reference and Integration.** This Agreement is incorporated by reference into and governed by the terms and conditions of the most current PowerPhone Master Services Agreement ("Master Agreement"), which can be found at <https://www.powerphone.com/msa>. The provisions of this Agreement supersede any conflicting provisions contained in any other prior or concurrent written or oral agreements unless otherwise noted in this document.
3. **Software, Professional Services, and Educational Services.** Listed in the Pricing section above are the Software products, Professional Services, and Educational Services for which Lowndes County 911 is agreeing to pay for under the terms outlined in this document.
4. **Definitions.** Capitalized terms in this Agreement have the meaning ascribed to them in the Master Services Agreement unless defined otherwise herein.
5. **Renewal.** This agreement will automatically renew annually unless written notice is provided to PowerPhone 30 days before renewal date.

AGREED TO AND ACCEPTED:

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to sign this Agreement.

Please sign below indicating your acceptance of the terms of this Agreement and Authority to enter into this Agreement.

For Lowndes County 911:

Signature:

Date:

Name:

Title:

For PowerPhone:

Signature:

Date:

Name:

Title:

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: A New Headquarters for Second Harvest of South Georgia

DATE OF MEETING: March 28, 2023

Work Session/Regular Session

BUDGET IMPACT: \$21,853,779.00 - CDBG-CV Grant

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: A New Headquarters for Second Harvest of South Georgia

HISTORY, FACTS AND ISSUES: The New Headquarters for Second Harvest of South Georgia project was awarded an \$18 million dollar CDBG-CV Grant. Second Harvest of South Georgia will be responsible for all costs above the grant amount. On February 9, 2023, the date set for receipt of bids for the referenced project, Lowndes County received only one bid. This bid was submitted by Quillian Powell Construction Company, Inc. (QPCC). Their base bid price was \$24,565,000.00. They also provided pricing for numerous alternates. Because their base bid price exceeded Second Harvest's construction budget, the architect, the contractor and the user agency began the process of evaluating deductive alternate prices and deciding which would be accepted. We also began pricing various other value engineered options and now have completed that process; arriving at a construction contract amount of \$21,853,779.00. This amount is acceptable to the user agency and the contractor.

OPTIONS: 1. Approve Quillian Powell Construction as the low bidder and authorize the Chairmen to sign the contract.
2. Redirect.

RECOMMENDED ACTION: Approve

DEPARTMENT: Engineering

DEPARTMENT HEAD: Chad McLeod

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:



March 9, 2023

Mr. Bill Slaughter, Chairman
Lowndes County Board of Commissioners
327 North Ashley Street
Valdosta, GA 31601

Re: New Headquarters for Second Harvest of South Georgia
Valdosta, GA

Dear Chairman Slaughter:

On February 9, 2023, the date set for receipt of bids for the above-referenced project, we received only one bid. This bid was submitted by Quillian Powell Construction Company, Inc. (QPCC). Their base bid price was \$24,565,000. They also provided pricing for numerous alternates. Because their base bid price exceeded Second Harvest's construction budget, the architect, the contractor and the user agency began the process of evaluating deductive alternate prices and deciding which would be accepted. We also began pricing various other value engineered options and now have completed that process, arriving at a construction contract amount of \$21,853,779.00. This amount is acceptable to the user agency and the contractor. We therefore recommend to the Lowndes County Board of Commissioners that you award this project to Quillian Powell Construction Company, Inc. for the contract amount of \$21,853,779.00.

Please let us know if you wish to move forward as recommended above and we will issue a Notice of Award on behalf of the Lowndes County Board of Commissioners. Along with the Notice of Award, we will forward the construction contract to the contractor and ask that it be signed and returned to us, along with various other required documentation including bonds, insurance, schedules, etc. Once we have received and evaluated all of the contractor's required documentation, we will forward it to the county for review, final approval, and the county's signing of the final construction contract. Once we receive signed contracts back from the county, we forward a fully executed contract to the contractor, along with a Notice to Proceed with this project.

Please do not hesitate to contact us if you have any questions or concerns.

Best regards,

A handwritten signature in blue ink, appearing to read 'J. M. McCall', is written over a light blue horizontal line.

John M. "Mac" McCall, Vice President

JMM/jp

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