



LOWNDES COUNTY BOARD OF COMMISSIONERS  
PROPOSED AGENDA  
WORK SESSION, MONDAY, APRIL 22, 2024, 8:30 A.M.  
REGULAR SESSION, TUESDAY, APRIL 23, 2024, 5:30 P.M.  
327 N. Ashley Street - 2nd Floor

**1. Call To Order**

**2. Invocation**

**3. Pledge Of Allegiance To The Flag**

**4. Minutes For Approval**

- a. Work Session - April 8, 2024 & Regular Session - April 9, 2024  
Recommended Action: Approve  
Documents:

**5. Appointment**

- a. Valdosta-Lowndes County Land Bank Authority  
Recommended Action: Board's Pleasure  
Documents:

**6. For Consideration**

- a. FY 2025 Juvenile Justice Incentive Grant  
Recommended Action: Option 1  
Documents:
- b. Statewide Mutual Aid Agreement Between Lowndes County and the Georgia Emergency Management and Homeland Security Agency  
Recommended Action: Option 1  
Documents:
- c. Acceptance of Infrastructure for SetterPointe Subdivision Phase 3  
Recommended Action: Approve  
Documents:
- d. TIA Supplemental Agreement for Hightower Road/Cooper Road NE Paving and Drainage Improvements, P.I. 0016276  
Recommended Action: Approve  
Documents:
- e. Acceptance of the VAWA Competitive Grant Award for 2024  
Recommended Action: Accept  
Documents:
- f. Beer and Wine License - John Fuller of Family Dollar Stores of Georgia, LLC DBA Family Dollar 23231 - 1006 Lakes Blvd., Lake Park, GA

Recommended Action: Board's Pleasure  
Documents:

g. North Lowndes Data Center Switches  
Recommended Action: Board's Pleasure  
Documents:

h. Proposed Sale of Danieli Drive Property  
Recommended Action: Approve  
Documents:

**7. Reports - County Manager**

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

**9. Adjournment**

LOWNDES COUNTY BOARD OF COMMISSIONERS  
COMMISSION AGENDA ITEM

SUBJECT: Valdosta-Lowndes County Land Bank Authority

DATE OF MEETING: April 23, 2024

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 Mr. Jason Dove. Ms. Debra White, Mr. Robert Green, and Mr. James Miller have all expressed a desire to serve and fill the vacant seat.

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:

Print

**Lowndes County Board/Agency Appointee Information Sheet - Submission #133**

Date Submitted: 4/12/2023

Date:

4/12/2023

Board/Agency Applying For:

Land Bank

Last Name

Deborah

First Name

White

Street Address

City/State/Zip

Valdosta, Ga 31605

Phone Number

Email Address

Occupation

Retired

Professional Experience

Former employee of the City of Valdosta Operations Coordinator for the City of Valdosta. Volunteer for 6 months for Peace Way Counseling and Mediation Services

Knowledge & Skills

Office Manager, typing, accounting, communication skills, organization skills, work well with the public and respectful to peers and others. Enjoy helping in the Community.

What knowledge or skills do you possess that would contribute to the Board/Agency to which you are requesting to be appointed?

Please list the Board/Agency that you have been or are currently a member of:

Former Commissioner of Valdosta Housing Authority expired 12/2022, former employee relationship member CO V, Relay for life Captains, and, member of CAC committee with the City of Valdosta.

**Extra Activities & Community Organizations**

Saving Grace Ministries , Chief Financial Officer and CAC Board member

Please list any extracurricular activities and/or community organizations you are affiliated with.

Print

**Lowndes County Board/Agency Appointee Information Sheet - Submission #158**

Date Submitted: 1/2/2024

Date:

1/2/2024

Board/Agency Applying For:

Valdosta-Lowndes County Land Bank Authority

Last Name

Green

First Name

Robert

Street Address

City/State/Zip

Lake Park

Phone Number

Email Address

Occupation

Residential Appraiser

Professional Experience

September 2015 to present  
Lowndes County Board of Assessors, Valdosta Ga  
To appraise residential property at fair market value, duties also include, running ratio studies, building case folders to be presented before the Board of Equalization, and creating a neighborhood package to be presented to the Board of Assessors. Which include typed-out summaries detailing the changes and Excel spreadsheets detailing changes in value. Training new hires on procedures and policy, QC field work, and creating PowerPoint training slides.

**Knowledge & Skills**

Currently certified and licensed by the Department of Revenue as an Appraiser 3.

Certificates-

Appraiser 1

Appraiser 2

Appraiser 3

Assessment Fundamentals for Appraisers

Certification for Assessors

Cost Approach to Value

Appeal Procedures

Income Approach to Value

What knowledge or skills do you possess that would contribute to the Board/Agency to which you are requesting to be appointed?

**Please list the Board/Agency that you have been or are currently a member of:**

**Extra Activities & Community Organizations**

GAAO-Georgia Association of Assessing Officials

Please list any extracurricular activities and/or community organizations you are affiliated with.

Print

**Lowndes County Board/Agency Appointee Information Sheet - Submission #164**

Date Submitted: 4/8/2024

Date:

4/8/2024

Board/Agency Applying For:

Valdosta/Lowndes County Land Bank Authority

Last Name

Miller

First Name

James

Street Address

City/State/Zip

Valdosta/GA/31605

Phone Number

Email Address

Occupation

Self-Employed

Professional Experience

20+ years in design, construction, community development, accounting, and finance.

Knowledge & Skills

Well versed in building relationships with various stakeholders, such as community organizations, businesses, and government entities. Skills include project management, community outreach, and program development.

What knowledge or skills do you possess that would contribute to the Board/Agency to which you are requesting to be appointed?

Please list the Board/Agency that you have been or are currently a member of:

Greater Lowndes Planning Commission (GLPC)



**Extra Activities & Community Organizations**

Victims and Offenders in Constructive Engagement (V.O.I.C.E), Title Town Learning Center, Family Restoration Network, among others

Please list any extracurricular activities and/or community organizations you are affiliated with.

LOWNDES COUNTY BOARD OF COMMISSIONERS  
COMMISSION AGENDA ITEM

SUBJECT: FY 2025 Juvenile Justice Incentive Grant

DATE OF MEETING: April 23, 2024

Work  
Session/Regular  
Session

BUDGET IMPACT: \$362,426.40 - All expenses will be fully reimbursed through the grant

FUNDING SOURCE:

- CJCC Funding - \$362,426.40
- Capital
- N/A
- SPLOST
- TSPLOST

COUNTY ACTION REQUESTED ON: Authorization to submit FY 2025 Juvenile Justice Incentive Grant Application

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HISTORY, FACTS AND ISSUES: Since 2014, Lowndes County has been awarded funding through the Criminal Justice Coordinating Council (CJCC) to allow the Juvenile Court to implement services for the diversion of youth offenders instead of incarceration. Functional Family Therapy (FFT) has been the primary program implemented in each of these years, and the Juvenile Court has requested that funds again be requested for the continued implementation of the program for FY 2025. If awarded funding, Evidence-Based Associates (EBA) would continue to serve as the service provider and provide program management services to ensure compliance with all reporting and programmatic requirements. A meeting was held involving Juvenile Court Judge James Council, Department of Juvenile Justice (DJJ) staff, staff from EBA, as well as staff from the clinical service provider. During this meeting, an analysis of past trends as well as current caseloads within the Juvenile Court was conducted to determine the appropriate programs needed and to determine the amount of services needed for Lowndes County. At the conclusion of the meeting, it was decided that Lowndes County would be best served by continuing FFT and maintaining the same levels as the previous year. Based on this, staff is proposing that an application be submitted requesting \$362,426.40 in funding through the Juvenile Justice Incentive Grant Program to allow for the service of 60 youths and their families during FY 2025, which would run from July 1, 2024, through June 30, 2025. This is a fully reimbursed grant, meaning Lowndes County is required to pay the expenses upfront and receives 100% reimbursement of all grant-related expenses.

OPTIONS: 1. Authorize the Chairman to sign application documents, including a Memorandum of Understanding with Evidence-Based Associates, and for staff to submit the completed application to the Criminal Justice Coordinating Council.

2. Board's Pleasure

RECOMMENDED ACTION: Option 1

DEPARTMENT: Emergency Management

DEPARTMENT HEAD: Ashley Tye

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is executed by and between Evidence Based Associates, LLC, a limited liability corporation, authorized to do business in Georgia, (hereinafter referred to as "EBA"), and the **Lowndes County** Board of Commissioners, a local governmental entity, (hereinafter referred to as "County").

EBA is an experienced and successful partner with many governmental entities across the United States. EBA serves as a managing entity on behalf of these governmental agencies to analyze the current investment in services for youth involved in or at risk of involvement in the juvenile justice system. EBA serves as the entity for the delivery of therapeutic services to juveniles and their families with the result of significantly reducing recidivism while optimizing governmental resources.

To this end, EBA and **the County** have agreed to work together in assembling a proposal to obtain grants for the implementation of juvenile justice system reforms. EBA brings to this effort a vast delivery of services, web-based performance tracking tools, grant writing resources, an array of evidence-based service options, valuable performance metrics, and a validated risk assessment tool that will result in a well-designed, and well-implemented program thereby significantly increasing **the County's** chances of the successful selection as a recipient of grant funds.

Based upon **the County's** ability and willingness to follow key EBA recommendations regarding program selection, service delivery procurement and contracting, and staffing, EBA will also collaborate closely with county juvenile court officials in meeting the goals of the Juvenile Justice Incentive Grant Program.

Upon receipt of grant funds, it is the intent of **the County** to move forward with EBA as a partner to implement evidence-based programs with EBA serving as the managing entity. EBA will assist with the selection and oversight of service providers, manage the training and quality assurance of the direct service providers, provide reports showing the results of the programs, and meet the goals established by the State and the County for the performance and delivery of services to the families.

Upon selection of grant recipients, EBA and **the County** will execute a contract for Managing Entity Services and immediately commence management of the Grant to meet grant deadlines and provision of services.

Executed this 8 day of March 2024.



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Evidence Based Associates, LLC  
As its: Authorized Agent

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Lowndes County Board of Commissioners  
As its: Chairman

# CJCC Budget Detail Worksheet

Agency Name:	Lowndes County
Project Name:	FFT JJIP

**Purpose:** This Budget Detail Worksheet is used to verify all Subgrant Expenditure Requests (SERs) and to determine whether costs are allowable, reasonable and justified. Please fill it out completely with the Subgrant Adjustment Request (SAR) #1 in your award packet and for each subsequent SAR that requires a budget change. All required information must be present in the budget narrative, regardless of format.

**NOTE** - If you need extra lines in the spreadsheet under one of the categories: 1) Highlight an entire row or block of lines within the same category 2) Keeping your mouse over the highlighted row or block, right click and select the copy option by left clicking 3) Next, right click with your mouse again on the highlighted row or block and chose the option "insert copied cells" by left clicking. If you selected only a block and not the entire row, a new tile will open up and select the option "Shift cells down" and click OK. Use of this technique will ensure that you don't change the formulas inserted in the spreadsheet.

**A (1). Personnel--** List each position by title and name of employee, if available. In order to calculate the budget enter the annual salary and the percentage of time to be devoted to the program. Compensation of employees engaged in program activities must be consistent with that for similar work within the applicant agency.

Title	First and Last name	Salary Rate	% Time to Project	Select Pay Period Frequency	Cost
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00

Title	First and Last name	Hourly wage	Hours per week on project	Weeks worked annually	Select Pay Period Frequency	Cost
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
<b>PERSONNEL TOTAL</b>						<b>\$0</b>

**A (2). Fringe--** Amounts should be based on actual costs or a formula for personnel listed above, utilizing the percentage of time devoted to the program. Fringe benefits on overtime hours are limited to FICA, Worker's Compensation and State Unemployment Compensation. Costs included within this category are: FICA (employer's portion of Social Security and Medicare taxes), employer's portion of retirement, employer's portion of insurance (health, life, dental, etc.), employer's portion of Worker's Compensation and State Unemployment Compensation.

Title	First and Last name	Total annual salary or wages	Select fringe type	Enter rate of each fringe benefit as a percentage of	% Time to Project	Cost
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
<b>FRINGE TOTAL</b>						<b>\$0.00</b>
<b>PERSONNEL GRAND TOTAL</b>						<b>\$0.00</b>

**B. Travel--** Funds must be budgeted in compliance with State of Georgia Statewide Travel Regulations. Itemize travel expenses of program personnel by category (e.g. mileage, meals, lodging, incidentals, and airfare) and purpose (e.g. training, field interviews, and advisory group meetings) and identify the location, if known. For training programs, list travel and meals for participants separately. Show the budget calculation (e.g. six people attending three-day training at \$X airfare, \$X lodging, \$X meals/ incidentals). **If selecting "airfare" enter 1 in the nights/days field and use the round-trip costs.** Please note that the maximum reimbursement rate is \$0.565 per mile, but if your agency's reimbursement rate is lower you must use that rate instead.

Trainings and Conferences		<b>**All trainings and conferences must be pre-approved by submitting an agenda to your Grant Specialist.</b>					
Purpose of Travel	Staff member	Item	Cost	# Individuals	# Nights/Days	# Trips	Cost
							\$0.00
							\$0.00
							\$0.00
							\$0.00
							\$0.00
							\$0.00
							\$0.00
							\$0.00
							\$0.00
							\$0.00
							\$0.00

							\$0.00
							\$0.00

Mileage						
Purpose of Travel	Staff member	Location or Coverage Area	Cost per mile	Miles per grant year	Total Cost	
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
<b>TRAVEL TOTAL</b>						<b>\$0.00</b>

**C. Equipment--** List non-expendable items to be purchased. Applicants should analyze the benefit of purchased versus leased equipment, especially high cost and electronic or digital items. Explain how the equipment is necessary for the success of the program. Show the budget calculation. Attach a narrative describing the procurement method to be used. Please note that all items must be at least \$5,000 per unit to be considered equipment. Otherwise please list items in "Supplies."

Equipment Item	Cost per Unit	# Items	Vendor	Cost
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
<b>EQUIPMENT TOTAL</b>				<b>\$0.00</b>

**D. Supplies--** List items by type (e.g. office supplies, postage, copier usage, training supplies, publications, audio/video (batteries, film, CD/DVD's, etc.), office furniture, computer software, educational/therapeutic supplies, uniforms, weapons (law enforcement and prosecution units only). Show budget calculation. For example, where an item is office supplies, enter \$100 for cost per unit; "month" for define unit; 12 for # units, and Office Palooza for Vendor. Leave "define unit" blank if not applicable.

Item	Cost per unit	# Units	Vendor	Cost
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
<b>SUPPLY TOTAL</b>				<b>\$0.00</b>

**E. Printing--** List items by type (e.g. letterhead/envelopes, business cards, training materials). Show budget calculation. For example, where an item is business cards, enter \$15 for cost per unit; "box" for define unit; 2 for # units, and Print Mania for Vendor. Leave "define unit" blank if it is not applicable.

Item	Cost per unit	# Units	Vendor	Cost
				\$0.00
				\$0.00
				\$0.00
				\$0.00
<b>PRINTING TOTAL</b>				<b>\$0.00</b>

**F. (1) Other Costs--** List items by type (e.g. real property lease, repairs/maintenance, utilities, copier rental/lease, postage meter, insurance & bonding, dues & subscriptions, advertising, registration fees, film processing, notary services, public relations, communication services - indicate if DOAS is provider). Show budget calculation. For example, provide the office space square footage and the lease rate or provide the monthly lease amount and the number of months leased. For unit enter time period as applicable (i.e., "month" for utility costs) or leave blank for items such as registration that require a one-time fee.

Item	Cost per unit	# of Units	% Charged to Grant	Vendor	Cost
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
<b>F. (1) Subtotal</b>					<b>\$0.00</b>

**F. (2) Consultant Fee:** Enter the name, if known, and service to be provided. Show the budget calculation; for example, the hourly or daily rate (8 hours) multiplied by the estimated number of units (eg., 1 hour of therapy).

Name of Consultant	Service Provided	Cost per unit	Define Unit of Service	# Units	Cost
Evidence-Based Associates	FFT Implementation Support	\$6,040.44	Youth	60.00	\$362,426.40
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
<b>F. (2)Subtotal</b>					<b>\$362,426.40</b>

**F. (3) Contracts:** Provide a description of the product or service to be procured by contract and a cost estimate. Applicants are strongly encouraged to use a competitive procurement process in awarding contracts. A separate justification must be provided for sole source contracts in excess of \$100,000.

Name of Consultant	Service Provided	Cost per unit	Define Unit of Service	# Units	Cost
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
<b>F. (2)Subtotal</b>					<b>\$0.00</b>

**F. OTHER TOTAL** **\$362,426**

**Budget Summary**--When you have completed this budget worksheet, the totals for each category will transfer to the spaces below. The total costs and total project costs will be computed via Excel formula. Indicate the amount of grant funds requested and the amount of non-grant funds that will support the project.

Budget Category	Amount
A. Personnel and Fringe	\$0
B. Travel	\$0
C. Equipment	\$0
D. Supplies	\$0
E. Printing	\$0
F. Other	\$362,426
<b>TOTAL PROJECT COSTS</b>	<b>\$362,426</b>

LOWNDES COUNTY BOARD OF COMMISSIONERS  
COMMISSION AGENDA ITEM

SUBJECT: Statewide Mutual Aid Agreement Between Lowndes County  
and the Georgia Emergency Management and Homeland Security  
Agency

DATE OF MEETING: April 23, 2024

Work  
Session/Regular  
Session

BUDGET IMPACT: None

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: Approval of Statewide Mutual Aid Agreement

HISTORY, FACTS AND ISSUES: In January 2020, Lowndes County entered into a statewide mutual aid agreement with the Georgia Emergency Management Agency (GEMA) and each of the other 158 counties, as well as the majority of municipalities, within the State of Georgia. This previous agreement was to remain in effect for a 4-year period and expired on March 1, 2024. GEMA has recently provided an updated mutual aid agreement with similar terms. This agreement serves as the formal framework that allows Lowndes County to provide assistance to other local governments when requested. Since it is a reciprocal agreement, it also provides Lowndes County with the mechanism to request assistance in the case of a situation that overwhelms local resources or requires resources that the County does not otherwise have available. It also establishes GEMA as the State's coordinating entity for mutual aid resources. Just as with the previous agreement, this agreement includes two attachments for the purpose of designating officials authorized to request outside resources on behalf of the county as well as identifying those individuals authorized to make purchases or obligate the county to provide reimbursement for resources requested.

- OPTIONS: 1. Approve the Statewide Mutual Aid and Assistance Agreement with the Georgia Emergency Management and Homeland Security Agency, including the attached Designation of Officials, and authorize the Chairman to sign on behalf of Lowndes County.
2. Board's Pleasure

RECOMMENDED ACTION: Option 1

DEPARTMENT: Emergency Management

DEPARTMENT HEAD: Ashley Tye

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:



# STATEWIDE MUTUAL AID AND ASSISTANCE AGREEMENT

County/Municipality: Lowndes County

The State of Georgia is vulnerable to a wide range of natural and man-made disasters and emergencies. The Georgia Emergency Management Act, as amended (The Act) gives the local governments of the State the authority to make agreements for mutual aid assistance in emergencies. Pre-existing agreements for mutual aid assistance in emergencies help to ensure the timely provision of mutual aid assistance and the reimbursement of costs incurred by those parties who render such assistance.

This mutual aid agreement is entered pursuant to authorities contained in Articles I through III, Chapter 3, Title 38, Official Code of Georgia Annotated.

## ARTICLE I STATEMENT OF AGREEMENT, DEFINITIONS AND AUTHORITIES

This Agreement is made and entered into between the participating political subdivisions, which approve and execute this Agreement, hereinafter called "Participating Parties" and the Georgia Emergency Management and Homeland Security Agency (GEMA/HS). For purposes of this Agreement, the following terms and expressions shall apply:

- (1) "Agreement" means this agreement, generally referred to as the "Statewide Mutual Aid Agreement" (SWMAA).
- (2) "Assistance" includes personnel, equipment, facilities, services, supplies and other resources furnished to a Requesting Party pursuant to this Agreement during an emergency or disaster.
- (3) "Assisting Party" means a party that provides assistance pursuant to this Agreement during an emergency or disaster.
- (4) "Authorized Representative" means a Participating Party's elected or appointed official or employee who has been authorized in writing by that party to request, to offer, or otherwise to provide mutual aid assistance.
- (5) "Participating Party" means a county or municipality of the State of Georgia that has become party to this Agreement by its approval and execution of this agreement.
- (6) "Participating Parties" means the combination of counties and municipalities that have become parties to this Agreement by their approval and execution of this Agreement.
- (7) "Requesting Party" means a party that requests assistance pursuant to this Agreement during an emergency or disaster.

Any term or expression not defined in this Agreement shall have the meaning specified in the Georgia Emergency Management Act, as amended (the Act) and rules promulgated thereunder, unless used in a context that clearly suggests a different meaning.

ARTICLE II  
GENERAL PURPOSE

The purpose of this Agreement is to:

1. Provide the framework to support mutual assistance in managing an emergency or disaster occurring within any political subdivision that is a Participating Party, whether arising from natural disaster, technological hazard, human caused disaster, civil emergency, community disorders, insurgency, enemy attack, acts of terrorism, other significant events or homeland security activity; and
2. Identify those persons who are authorized to act on behalf of the Participating Party signing this Agreement as their Authorized Representative(s) concerning the provision of mutual aid resources and requests for mutual aid resources related to any mutual aid assistance sought from another Participating Party, or from or through the State of Georgia. Appendix A of this Agreement shall contain the name(s) of the Participating Party's Authorized Representative for purposes of this Agreement. Appendix A can be amended by the authorizing Participating Party as needed with no effect on the entire Agreement. All such amendments to Appendix A shall be done in writing and the Participating Party shall notify GEMA/HS and all other Participating Parties of such amendment within thirty (30) days.

ARTICLE III  
ACKNOWLEDGEMENT OF PRINCIPLES

The prompt, full and effective utilization of resources of the Participating Parties, including any resources on hand or available from the State or Federal Government or any other source, that are essential to the safety, care and welfare of the people shall be the underlying principle on which all articles of this Agreement shall be understood.

In the event of a conflict between any provision of this Agreement and any existing intrastate mutual aid agreement affecting a Participating Party, the provisions of this Agreement shall be controlling.

On behalf of the governing authority of each political subdivision of this State participating in the Agreement, the director of emergency management of such political subdivision will be responsible for formulation of the appropriate mutual aid plans and procedures necessary to implement this Agreement.

ARTICLE IV  
PARTICIPATING PARTY RESPONSIBILITIES

(a) It shall be the responsibility of each Participating Party to formulate procedures and programs for intergovernmental cooperation in the performance of the responsibilities listed in this Article. In formulating such plans, and in carrying them out, each Participating Party, insofar as practical, shall:

- (1) Protect and assure uninterrupted delivery of services, medicines, water, food, energy and fuel, search and rescue, and critical lifeline equipment, services, and resources, both human and material; and

(2) Inventory and set procedures for the loan and delivery of human and material resources, together with procedures for reimbursement.

(b) Whenever a Participating Party requires mutual aid assistance from another Participating Party and/or the State of Georgia, the Requesting Party may request assistance by:

(1) Contacting the Participating Party who is the owner/operator/employer of the supplies, equipment and/or personnel being sought for mutual aid assistance (the Assisting Party); or

(2) Contacting GEMA/HS to serve as the facilitator of such request for those resources being sought for mutual aid that are owned/operated/employed by Participating Parties (where such Participating Parties have submitted a record of those resources to GEMA/HS for such use); and/or, when such resources being sought for mutual aid are owned/operated/employed directly by the State of Georgia.

The provisions of this Agreement shall only apply to requests for assistance made by an Authorized Representative. Requests may be verbal or in writing. If verbal, the request must be confirmed in writing within 30 days of the verbal request. Requests shall provide the following information:

(1) A description of the emergency service function for which assistance is needed, such as but not limited to fire services, law enforcement, emergency medical, transportation, communications, public works and engineering, building inspection, planning and information assistance, mass care, resource support, health and medical services, damage assessment, volunteer and donated goods and search and rescue; and

(2) The amount and type of personnel, equipment, materials and supplies needed, and a reasonable estimate of the length of time each will be needed; and

(3) The specific place and time for staging of the Assisting Party's response and a point of contact at that location.

The Assisting Party will (a) maintain daily personnel time records, material records and a log of equipment hours (or miles, if appropriate) and (b) report work progress to the Requesting Party at mutually agreed upon intervals.

## ARTICLE V LIMITATIONS

Any Participating Party requested to render mutual aid shall take such action as is necessary to provide and make available the resources covered by this Agreement in accordance with the terms hereof; provided that it is understood that the Participating Party who is asked to render aid may withhold resources to the extent necessary to meet the current or anticipated needs of the Participating Party's own political subdivision to remain in compliance with such Participating Party's policy, rule or law.

The Assisting Party's mutual aid resources will continue under the command and control of their own

supervisors, but the organizational units will be under the operational control of the emergency services authorities of the Requesting Party unless the Assisting Party approves an alternative.

In the event the Governor should declare a State of Emergency, any and all provisions of this Agreement which may conflict with the declared State of Emergency shall be superseded by the terms and conditions contained within the State of Emergency.

#### ARTICLE VI LIABILITY AND IMMUNITY

(a) In accordance with O.C.G.A. § 38-3-35(a), no political subdivision of the state, nor the agents or representatives of the state or any political subdivision thereof, shall be liable for personal injury or property damage sustained by any person appointed or acting as a volunteer emergency management worker or member of any agency engaged in emergency management activity. The foregoing shall not affect the right of any person to receive benefits or compensation to which he might otherwise be entitled under Chapter 9 of Title 34, Code Section 38-3-30, any pension law, or any act of Congress.

(b) In accordance with O.C.G.A. § 38-3-35(b), no political subdivision of the state nor, except in cases of willful misconduct, gross negligence, or bad faith, the employees, agents, or representatives of the state or any political subdivision thereof, nor any volunteer or auxiliary emergency management worker or member of any agency engaged in any emergency management activity complying with or reasonably attempting to comply with Articles 1 through 3, Chapter 3, Title 38, Official Code of Georgia Annotated; or any order, rule, or regulation promulgated pursuant to Articles 1 through 3 of title, or pursuant to any ordinance relating to precautionary measures enacted by any political provisions of Articles 1 through 3 of said chapter and title, or pursuant to any ordinance relating to precautionary measures enacted by any political subdivision of the state shall be liable for the death of or the injury to person or for damage to property as a result of any such activity.

(c) It is the express intent of the parties that the immunities specified in accordance with O.C.G.A. § 38-3-35 shall apply in addition to any other immunity provided by statute or case law.

#### ARTICLE VII RIGHTS AND PRIVILEGES

In accordance with O.C.G.A. § 38-3-30(a), whenever the employees of any Assisting Party or political subdivision are rendering outside aid pursuant to this agreement and the authority contained in Code Section 38-3-27, the employees shall have the same powers, duties, rights, privileges and immunities as if they were performing their duties in the political subdivisions in which they are normally employed.

#### ARTICLE VIII REIMBURSEMENT

In accordance with O.C.G.A. § 38-3-30(b), The Requesting Party shall be liable for any loss of or damage to equipment used or placed within the jurisdiction of the Requesting Party and shall pay any expense incurred in the operation and maintenance thereof. No claim for the loss, damage or expense shall be allowed unless, within 60 days after the same is sustained or incurred, an itemized notice of

the claim under oath is served by mail or otherwise upon the designated fiscal officer of the Requesting Party. Appendix B of this Agreement shall contain the name(s) of the Participating Party's designated fiscal officer for purposes of this Agreement. Appendix B can be amended by the authorizing Participating Party as needed with no effect on the entire Agreement. Appendix B can be amended by the authorizing Participating Party as needed with no effect on the entire Agreement. All such amendments to Appendix B shall be done in writing and the Participating Party shall notify GEMA/HS and all other Participating Parties of such amendment within thirty (30) days.

The Requesting Party shall also pay and reimburse the Assisting Party for the compensation paid to employees furnished by the Assisting Party during the time of the rendition of the aid, as well as the actual travel and per diem expenses of such employees while they are rendering the aid. The reimbursement shall include any amounts paid or due for compensation due to personal injury or death while the employees are engaged in rendering the aid. The term "employee," as used herein, shall mean, and this provision shall apply with equal effect to, paid, volunteer and auxiliary employees and emergency management workers.

Expenses to be reimbursed by the Requesting Party shall include the following:

- (1) Labor costs, which shall include all usual wages, salaries, compensation for hours worked, mobilization and demobilization, the Assisting Party's portion of payroll taxes (as employer), insurance, accrued paid leave and other fringe benefits, but not those amounts paid or due as a benefit to the Assisting Parties personnel under the terms of the Georgia Workers Compensation Act; and
- (2) Equipment costs, which shall include the fair rental value, the cost of fuel and other consumable supplies, service and repairs. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract for insurance, the Requesting Party may deduct such payment from any item or items invoiced; and
- (3) Material costs, which shall include the total reasonable cost for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the benefit of the Requesting Party; and
- (4) Meals, lodging and other related expenses, which shall include charges for meals, lodging and other expenses relating to the provision of assistance pursuant to this Agreement shall be the actual and reasonable costs incurred by the Assisting Party.

The Assisting Party shall maintain records and submit invoices within 60 days for reimbursement as specified hereinabove and the Requesting Party shall pay the invoice no later than 30 days following the invoice date.

#### ARTICLE IX IMPLEMENTATION

This Agreement shall become operative immediately upon its approval and execution by GEMA/HS and any two political subdivisions of this State; thereafter, this Agreement shall become effective as to any other political subdivision of this State upon its approval and execution by such political subdivision.

Any Participating Party may withdraw from this Agreement by mailing notice of withdrawal, approved by the governing authority of such political subdivision, but no such withdrawal shall take effect until 30 days after the governing authority of the withdrawing political subdivision has given notice in writing of such withdrawal to the governing authorities of all other Participating Parties. Such action shall not relieve the withdrawing political subdivision from obligations assumed hereunder prior to the effective date of withdrawal.

Copies of this Agreement shall, at the time of their approval, be deposited with each of the respective Participating Parties and with GEMA/HS.

ARTICLE X  
TERM OF AGREEMENT

This Agreement, once executed, is valid until March 1, 2028. Agreement of the Participating Parties to extend the term of this agreement at any time during the last year of its original term or the last year of any subsequent four-year term shall extend the term of this agreement for four years. Each four-year extension shall constitute a separate agreement.

ARTICLE XI  
VALIDITY

If any provision of this Agreement is declared unconstitutional, or the applicability thereof to any person or circumstances is held invalid, the constitutionality of the remainder of this Agreement and the applicability thereof to other persons and circumstances shall not be affected thereby.

Agreed:

\_\_\_\_\_  
Chief Executive Officer - Signature

Bill Slaughter, Chairman  
\_\_\_\_\_  
Chief Executive Officer – Print Name

County/Municipality: Lowndes County

Date: April 23, 2024

\_\_\_\_\_  
GEMA/HS Director – Signature

\_\_\_\_\_  
GEMA/HS Director – Print Name

Date: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

APPENDIX A  
AUTHORIZED REPRESENTATIVE

The below named individual(s), in addition to the chief executive officer, are the “Authorized Representative(s)” for Lowndes County, and are authorized to request, offer, or otherwise provide and coordinate mutual aid assistance on behalf of Lowndes County:

<u>Ashley Tye</u> Print Name	<u>EMA Director</u> Job Title/Position
---------------------------------	---

\_\_\_\_\_  
Signature of Above Individual

<u>Billy Young</u> Print Name	<u>Fire Chief</u> Job Title/Position
----------------------------------	---

\_\_\_\_\_  
Signature of Above Individual

<u>Paige Dukes</u> Print Name	<u>County Manager</u> Job Title/Position
----------------------------------	---

\_\_\_\_\_  
Signature of Above Individual

\_\_\_\_\_  
Chief Executive Officer - Signature

Date: April 23, 2024

APPENDIX B  
DESIGNATED FISCAL OFFICER(S)

The below named individual(s) is/are the “designated fiscal officer(s)” for Lowndes County for the purpose of reimbursement sought for mutual aid:

Stephanie Black

Finance Director

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Job Title/Position

\_\_\_\_\_  
Signature of Above Individual

Rachel Bowen

Senior Accountant

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Job Title/Position

\_\_\_\_\_  
Signature of Above Individual

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Job Title/Position

\_\_\_\_\_  
Signature of Above Individual

\_\_\_\_\_  
Chief Executive Officer - Signature

Date: April 23, 2004

Bill Slaughter, Chairman

Chief Executive Officer – Print Name  
Statewide Mutual Aid and Assistance Agreement- 2024



LOWNDES COUNTY BOARD OF COMMISSIONERS  
COMMISSION AGENDA ITEM

SUBJECT: Acceptance of Infrastructure for SetterPointe Subdivision  
Phase 3

DATE OF MEETING: April 23, 2024

Work  
Session/Regular  
Session

BUDGET IMPACT: N/A

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: Acceptance of SetterPointe Subdivision Phase 3

HISTORY, FACTS AND ISSUES: SetterPointe Subdivision Phase 3 is located in the western portion of Lowndes County, off of Old Quitman Hwy and includes 21 lots. Staff has made the final inspections of the construction. All construction and paperwork have been completed.

OPTIONS: 1. Adopt the Resolution accepting infrastructure for SetterPointe Subdivision Phase 3.  
2. Redirect.

RECOMMENDED ACTION: Approve

DEPARTMENT: Engineering

DEPARTMENT HEAD: Chad McLeod

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

As required by subsection (d) of O.C.G.A. Section 15-6-67, this plat has been prepared by a land surveyor and approved by all applicable local jurisdictions for recording as evidenced by approval certificates, signatures, stamps, or statements hereon. Such approvals or affirmations should be confirmed with the appropriate governmental bodies by any purchaser or user of this plat as to intended use of any parcel. Furthermore, the undersigned land surveyor certifies that this plat complies with the minimum technical standards for property surveys in Georgia as set forth in the Rules and Regulations of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in O.C.G.A. Section 15-6-67.

*Barbara L. Herring*  
Barbara L. Herring, RLS #2785

11-24-23  
Date

Lowndes County Unified Land Development Code Approval, Date  
Chairman, Technical Review Committee, John Dillard, III

Approved by Lowndes County Director of Engineering, Chad Mcleod Date

Approval by the Lowndes County Engineer, Mike Fletcher Date

Approved by the Department of Public Health, Kyle Coppage Date

Owners \_\_\_\_\_ Date \_\_\_\_\_

Owners \_\_\_\_\_ Date \_\_\_\_\_

THE ABOVE-MENTIONED APPROVAL SIGNATURES WERE NOT IN PLACE WHEN THIS SURVEY WAS ISSUED, AND ARE TO BE PROPERLY OBTAINED PRIOR TO RECORDING.

RESERVED FOR THE CLERK OF THE SUPERIOR COURT.



NOW OR FORMERLY  
ALTMAN PROPERTY  
TAX MAP 37, PARCEL 5E

- PER LOWNDES COUNTY G.I.S. THIS PROPERTY DOES NOT CONTAIN WETLANDS, IS NOT IN A 100-YR FLOOD ZONE, IS IN A WATER RECHARGE AREA.
- THIS PROPERTY HAS BEEN EVALUATED AND IS INTENDED TO BE DEVELOPED WITH INDIVIDUAL ONSITE SEPTIC SYSTEMS AND PUBLIC WATER. HOWEVER, BEFORE FUTURE DEVELOPMENT CAN OCCUR AN INDIVIDUAL SEPTIC PERMIT MUST BE ISSUED BY THE LOWNDES COUNTY HEALTH DEPARTMENT BEFORE BEGINNING CONSTRUCTION.
- TO THE BEST OF MY KNOWLEDGE, THERE ARE NO DWELLINGS, ACCESSORY BUILDINGS, SEPTIC SYSTEMS, WELLS, SIGNS, OR SWIMMING POOLS LOCATED WITHIN THIRTY (30) FEET OR THE APPLICABLE ZONING SETBACK LINE WHICHEVER IS GREATER FROM ANY PROPERTY LINE ON THE SITE (10.02.01(A)(4)).
- 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.
- FIELD MEASUREMENTS WERE BASED UPON REDUNDANT MEASUREMENTS OF THE PROPERTY CORNERS WITH RESPECT TO EACH OTHER WITHIN THE SURVEY AND CONFORMS TO BOARD RULE 180-7-.03 FOR HORIZONTAL MEASUREMENTS FOR SUBJECT AREA.
- BEARINGS SHOWN WERE CALCULATED FROM FIELD ANGLES TURNED REFERENCED PLAT CABINET B, PG 535
- IPS - 0 - IRON PIN SET - 5/8" REBAR #2785
- IPF - 5/8" REBAR
- R/W - RIGHT OF WAY
- ZONED - R-21
- MIN. LOT SIZE - 0.625 ACRE
- PLAT CLOSURE: 1'/874.704

### SUBDIVISION PLAT FOR SETTERPOINTE SUBDIVISION, PHASE THREE

BEING IN LAND LOTS 119 AND 158  
OF THE 12TH LAND DISTRICT,  
LOWNDES COUNTY, GEORGIA

FIELD DATE: NOVEMBER 24, 2023  
PLAT DATE: NOVEMBER 24, 2023



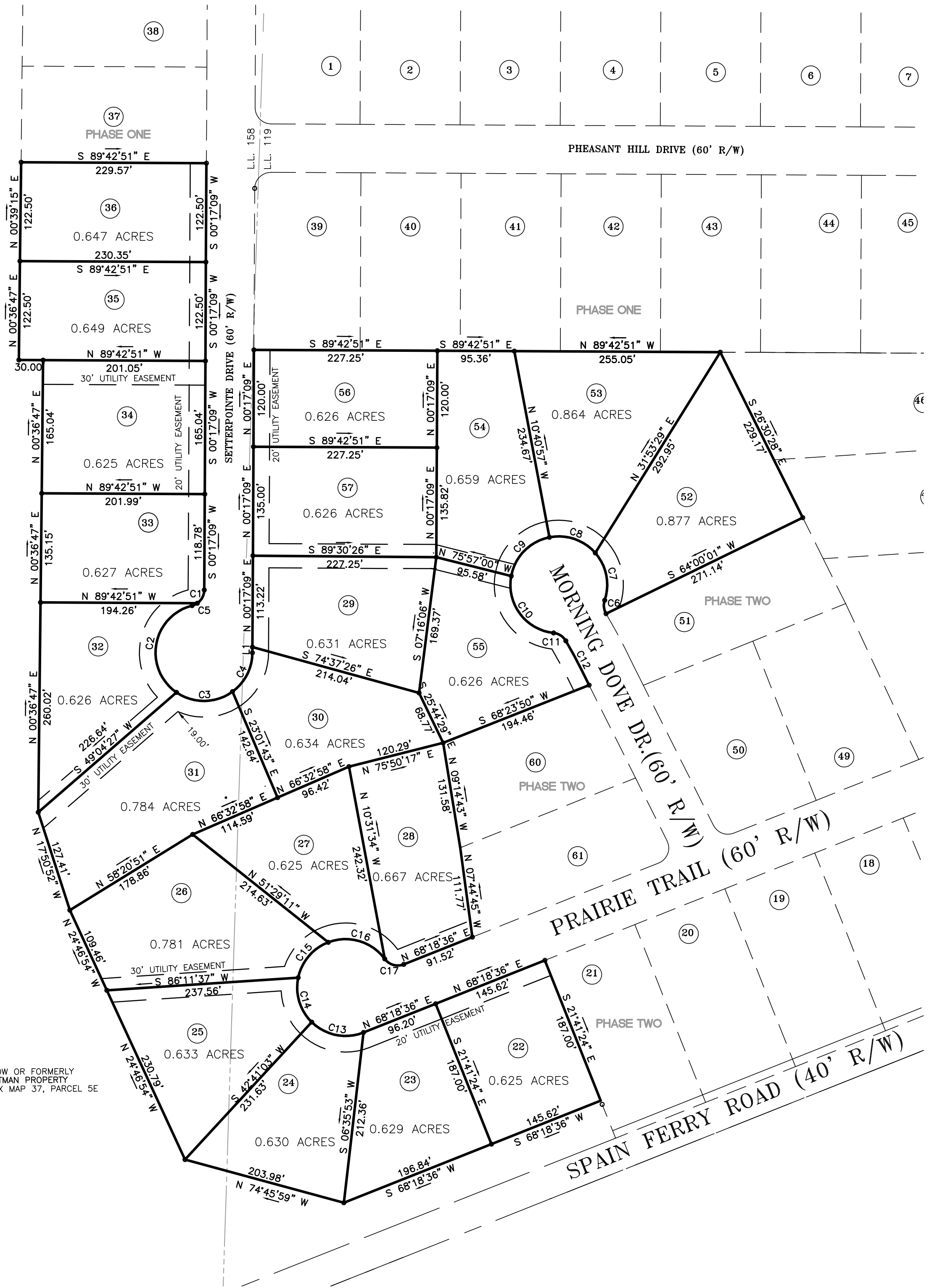
GRAPHIC SCALE : 1 INCH = 100 FT.

LINE TABLE		
LINE	LENGTH	BEARING
L1	7.08	N 00°17'09" E

CURVE TABLE				
CURVE	LENGTH	RADIUS	BEARING	CHORD
C1	19.17	20.00	N 27°44'26" E	18.44
C2	137.49	60.00	S 10°09'49" W	109.32
C3	74.00	60.00	N 89°11'05" E	69.40
C4	56.09	60.00	N 27°04'06" E	54.07
C5	7.20	20.00	N 65°30'07" E	7.16
C6	17.13	20.00	S 05°52'11" E	16.62
C7	62.63	60.00	N 11°13'45" W	59.82
C8	62.83	60.00	N 71°07'57" W	60.00
C9	71.60	60.00	S 44°40'45" W	67.43
C10	98.72	60.00	S 36°38'40" E	87.96
C11	18.88	20.00	N 57°09'46" W	18.19
C12	61.83	734.96	N 27°42'39" W	61.82
C13	69.25	60.00	S 78°37'33" E	65.47
C14	60.00	60.00	S 16°54'50" E	57.53
C15	60.00	60.00	S 40°22'55" W	57.53
C16	78.33	60.00	N 73°34'08" W	72.89
C17	26.36	20.00	S 73°55'44" E	24.49

TOTAL - 21 LOTS  
20.704 ACRES

NOW OR FORMERLY  
ALTMAN PROPERTY  
TAX MAP 37, PARCEL 5E



## Southeastern Surveying, Inc.

601 N. St. Augustine Rd. Telephone: 229-259-9455  
Valdosta, GA 31601 Fax: 229-259-9926  
E-mail: bherring@sesurveying.com  
GA Certificate of Authorization No. 685

# RESOLUTION

WHEREAS, the developer, SetterPointe Development, LLC. has completed improvements on SetterPointe Subdivision Phase 3; and

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

WHEREAS, Engineering Services has inspected the improvements;

WHEREAS, SetterPointe Development, LLC. has provided a written request for Lowndes County to accept the residential streets in SetterPointe Subdivision Phase 3 as County maintained streets;

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

ATTEST: \_\_\_\_\_  
County Clerk

DATE: \_\_\_\_\_

LOWNDES COUNTY BOARD OF COMMISSIONERS  
COMMISSION AGENDA ITEM

SUBJECT: TIA Supplemental Agreement for Hightower Road/Cooper  
Road NE Paving and Drainage Improvements, P.I. 0016276

DATE OF MEETING: April 23, 2024

Work  
Session/Regular  
Session

BUDGET IMPACT: \$102,417.03

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: TIA Supplemental Agreement for Hightower Road

HISTORY, FACTS AND ISSUES: The original agreement dated 06/05/2019 with the Georgia Department of Transportation has a "not to exceed amount" of \$3,750,000.00 for the Hightower Road/Cooper Road NE Paving and Drainage Improvements. Staff asked the TIA office for an additional funding request to cover the cost difference between the actual cost of the project and the agreement amount. After reviewing the initial TIA budget, bid amount, and projected tax collections for TIA, the TIA office has agreed to provide additional funds of \$102,417.03 to cover the total cost of the project.

OPTIONS: 1. Approve the Supplemental Agreement No. 1 and authorize the Chairman to sign the agreement.  
2. Redirect.

RECOMMENDED ACTION: Approve

DEPARTMENT: Engineering

DEPARTMENT HEAD: Chad McLeod

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:



# SUPPLEMENTAL AGREEMENT NO. 1

By and Between

**THE GEORGIA DEPARTMENT OF TRANSPORTATION**

and

**LOWNDES COUNTY**

This Agreement, made and entered into as of \_\_\_\_\_, by and between the GEORGIA DEPARTMENT OF TRANSPORTATION, an agency of the State of Georgia, hereinafter referred to as the "DEPARTMENT", and LOWNDES COUNTY, GEORGIA, acting by and through its Mayor and City Council or Board of Commissioners, as the case may be, hereinafter referred to as the "LOCAL GOVERNMENT".

WHEREAS, the DEPARTMENT and the LOCAL GOVERNMENT heretofore on June 5, 2019, entered into an Agreement, hereinafter called the "Original Contract", for the purpose of having the LOCAL GOVERNMENT provide all or part of the Construction, Maintenance, and Operation of the following projects:

- 1) Hightower Road/Cooper Road NE Paving and Drainage Improvements, P.I. 0016276**

hereinafter individually referred to as "PROJECT" and collectively referred to as "PROJECTS"; and

WHEREAS, the parties wish to amend said Agreement Amount due to a need for changing the funding of the PROJECTS; and

WHEREAS the DEPARTMENT and the LOCAL GOVERNMENT agree that the changes may be accomplished within the term of the original contract.

NOW, THEREFORE, THE PARTIES HERETO mutually agree that for and in consideration of the mutual benefits to flow from each to the other, the Original Contract, dated June 5, 2019, is hereby modified as follows:

- 1. The first paragraph of Subsection C in ARTICLE VI, COMPENSATION AND PAYMENT is deleted in its entirety and the following is inserted in lieu thereof:

"It is understood and agreed that the total cost of the PROJECT is the amount established in the Approved Investment List plus any additional funds added with the approval of the DEPARTMENT. This cost or BUDGET ESTIMATE, as shown below, is the maximum amount of TIA PROCEEDS that can be made available for the PROJECT, contingent upon the provisions set forth herein. The BUDGET ESTIMATE shall include any claims by the LOCAL GOVERNMENT for all costs incurred by the LOCAL GOVERNMENT in the conduct of the entire scope of work for the PROJECT. The LOCAL GOVERNMENT shall be solely responsible for any and all amounts in excess of the BUDGET ESTIMATE or for amounts not available from TIA PROCEEDS."

- 2. Item numbered 1) following the second paragraph of Subsection C in ARTICLE VI, COMPENSATION AND PAYMENT is deleted in its entirety and the following is inserted in lieu thereof:

**"1) Hightower Road/Cooper Road NE Paving and Drainage Improvements, P.I. 0016276: THREE MILLION EIGHT HUNDRED FIFTY-TWO THOUSAND FOUR HUNDRED SEVENTEEN DOLLARS AND THREE CENTS (\$3,852,417.03)"**

3. All terms and conditions of the Original Contract, dated June 5, 2019, shall remain in full force and effect, except as modified, changed, or amended by this Supplemental Agreement Number 1.

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

IN WITNESS WHEREOF, the parties have hereunto set their hands and affixed their seals the day and date herein above written.

DEPARTMENT OF TRANSPORTATION

LOWNDES COUNTY, GEORGIA

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

[Seal]

\_\_\_\_\_  
Printed Name/Title

[Affix Seal Here]

ATTEST:

ATTEST:

I attest to the genuineness of the Seal, and I further attest that the above named officer is duly authorized to execute this document.

\_\_\_\_\_  
Treasurer

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name/Title

\_\_\_\_\_  
Federal Employer Identification Number

LOWNDES COUNTY BOARD OF COMMISSIONERS  
COMMISSION AGENDA ITEM

SUBJECT: Acceptance of the VAWA Competitive Grant Award for  
2024

DATE OF MEETING: April 23, 2024

Work  
Session/Regular  
Session

BUDGET IMPACT: \$105,483.00

FUNDING SOURCE:

- Annual - \$26,371.00
- CJCC Funding - \$79,112.00
- N/A
- SPLOST
- TSPLOST

COUNTY ACTION REQUESTED ON: Acceptance of VAWA Competitive Grant Award for  
2024

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HISTORY, FACTS AND ISSUES: On November 14, 2023, the Lowndes County Board of Commissioners approved the application for Competitive Funding available through the VAWA Grant Program. The requested funding included a request for additional money to pay for the increase in salary and fringe benefits as well as necessary office supplies, and training costs for our VAWA Special Prosecutor. The Solicitor-General's Office applied for \$77,006 in federal funds. We were recently notified that our application was actually approved for even more than our request for a total amount of \$79,112 in federal funds. In addition to the federal funds awarded, Lowndes County will be responsible for \$26,371 in matching funds which is significantly less than the previous amount of \$36,266. The performance period for this grant runs from January 1 through December 31, 2024. 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 May 03, 2024. This will allow Lowndes County to begin drawing funds.

- OPTIONS: 1. Accept FY2024 VAWA Competitive Grant Award and authorize the Chairman to sign all award documents.  
2. Board's Pleasure

RECOMMENDED ACTION: Accept

DEPARTMENT: Solicitor-General

DEPARTMENT HEAD: Justo C. Cabral, III

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

# CJCC Budget Detail Worksheet

<b>Agency Name:</b>	Lowndes County Board of Commissioners
<b>Subgrant Number:</b>	W23-8-027
<b>Project Name:</b>	Lowndes County SG VAWA Prosecutor
<b>Select grant type:</b>	VAWA - CJSI

**Purpose:** This Budget Detail Worksheet is used to verify all Subgrant Expenditure Requests (SERs) and to determine whether costs are allowable, reasonable and justified. Please fill it out completely with the Subgrant Adjustment Request (SAR) #1 in your award packet and for each subsequent SAR that requires a budget change. All required information must be present in the budget narrative, regardless of format.

**NOTE** - If you need extra lines in the spreadsheet under one of the categories: 1) Highlight an entire row or block of lines within the same category 2) Keeping your mouse over the highlighted row or block, right click and select the copy option by left clicking 3) Next, right click with your mouse again on the highlighted row or block and chose the option "insert copied cells" by left clicking. If you selected only a block and not the entire row, a new tile will open up and select the option "Shift cells down" and click OK. Use of this technique will ensure that you don't change the formulas inserted in the spreadsheet.

**A (1). Personnel--** List each position by title and name of employee, if available. In order to calculate the budget enter the annual salary and the percentage of time to be devoted to the program. Compensation of employees engaged in program activities must be consistent with that for similar work within the applicant agency.

Title	First and Last name	Salary Rate	% Time to Project	Select Pay Period Frequency	Cost	Match?
Assistant Solicitor General - VAWA Prosecutor	Jarrod Baskin	\$70,000.00	100%	Biweekly	\$70,000.00	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	

Title	First and Last name	Hourly wage	Hours per week on project	Weeks worked annually	Select Pay Period Frequency	Cost	Match?
						\$0.00	
						\$0.00	
						\$0.00	
						\$0.00	
						\$0.00	
						\$0.00	
						\$0.00	
<b>PERSONNEL TOTAL</b>						<b>\$70,000</b>	

**A (2). Volunteers --** If applicable, simply enter the number of hours of service volunteers will perform. Volunteers must be valued at \$15/hour unless approved by CJCC staff for a higher rate. Do not change the drop-down selection box from "In-kind" or your match will not calculate correctly.

Volunteers	Hours	Rate	Total value	Match
			\$ -	In-Kind
<b>VOLUNTEERS TOTAL</b>			<b>\$0.00</b>	

**A (3). Fringe--** Amounts should be based on actual costs or a formula for personnel listed above, utilizing the percentage of time devoted to the program. Fringe benefits on overtime hours are limited to FICA, Worker's Compensation and State Unemployment Compensation. Costs included within this category are: FICA (employer's portion of Social Security and Medicare taxes), employer's portion of retirement, employer's portion of insurance (health, life, dental, etc.), employer's portion of Worker's Compensation and State Unemployment Compensation.

Title	First and Last name	Total annual salary or wages	Select fringe type	Enter rate of each fringe benefit as a percentage of salary or wages	% Time to Project	Cost	Match?
VAWA Prosecutor	Jarrod Baskin	\$70,000.00	FICA	7.65%	100%	\$5,355.00	
VAWA Prosecutor	Jarrod Baskin	\$70,000.00	W/C	0.33%	100%	\$231.00	
VAWA Prosecutor	Jarrod Baskin	\$70,000.00	Insurance	15.72%	100%	\$11,000.00	
VAWA Prosecutor	Jarrod Baskin	\$70,000.00	Insurance	0.23%	100%	\$158.40	
VAWA Prosecutor	Jarrod Baskin	\$70,000.00	Retirement	15.00%	100%	\$10,500.00	
<b>FRINGE TOTAL</b>						<b>\$27,244.40</b>	

**PERSONNEL GRAND TOTAL** **\$97,244**

**B. Travel--** Funds must be budgeted in compliance with State of Georgia Statewide Travel Regulations. Itemize travel expenses of program personnel by category (e.g. mileage, meals, lodging, incidentals, and airfare) and purpose (e.g. training, field interviews, and advisory group meetings) and identify the location, if known. For training programs, list travel and meals for participants separately. Show the budget calculation (e.g. six people attending three-day training at \$X airfare, \$X lodging, \$X meals/ incidentals). **If selecting "airfare" enter 1 in the nights/days field and use the round-trip costs.** Please note that the maximum reimbursement rate is \$0.565 per mile, but if your agency's reimbursement rate is lower you

<b>Trainings and Conferences</b> <small>**All trainings and conferences must be pre-approved by submitting an agenda to your Specialist or Auditor.</small>								
Purpose of Travel	Staff member	Item	Cost	# Individuals	# Nights/Days	# Trips	Cost	Match?
Attend GCFV Training	Jarrod Baskin	Hotel	\$161.00	1.00	3.00	1.00	\$483.00	
Attend GCFV Training	Jarrod Baskin	Hotel	\$10.00	1.00	3.00	1.00	\$30.00	
Attend GCFV Training	Jarrod Baskin	Meals	\$50.00	1.00	3.50	1.00	\$175.00	
Attend GCFV Training	Jarrod Baskin	Ground transport	\$8.00	1.00	3.00	1.00	\$24.00	
							\$0.00	



							\$0.00
							\$0.00
							\$0.00
							\$0.00
							\$0.00
							\$0.00
							\$0.00
							\$0.00
							\$0.00

Mileage						
Purpose of Travel	Staff member	Location or Coverage Area	Cost per mile	Miles per grant year	Total Cost	Match?
Attend GCFV Training	Jarrold Baskin	Athens, GA	\$0.670	491.00	\$328.97	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
<b>TRAVEL TOTAL</b>					<b>\$1,040.97</b>	

**C. Equipment--** List non-expendable items to be purchased. Applicants should analyze the benefit of purchased versus leased equipment, especially high cost and electronic or digital items. Explain how the equipment is necessary for the success of the program. Show the budget calculation. Attach a narrative describing the procurement method to be used. Please note that all items must be at least \$5,000 per unit to be considered equipment. Otherwise please list items in "Supplies."

Equipment Item	Cost per Unit	# Items	Vendor	Cost	Match?
				\$0.00	
				\$0.00	
				\$0.00	
				\$0.00	
				\$0.00	
				\$0.00	
				\$0.00	
<b>EQUIPMENT TOTAL</b>				<b>\$0.00</b>	

**D. Supplies--** List items by type (e.g. office supplies, postage, copier usage, training supplies, publications, audio/video (batteries, film, CD/DVD's, etc.), office furniture, computer software, educational/therapeutic supplies, uniforms, weapons (law enforcement and prosecution units only). Show budget calculation. For example, where an item is office supplies, enter \$100 for cost per unit; "month" for define unit; 12 for # units, and Office Palooza for Vendor. Leave "define unit" blank if not applicable.

Item	Cost per unit	# Units	Vendor	Cost	Match?
File Folders for VAWA Cases	\$459.00	4	Staples/Amazon Business	\$1,836.00	
Copy Paper/Prorated for VAWA Cases	\$99.98	6	Lee Office	\$599.88	
Mobile Whiteboard for Court for VAWA Prosecutor	\$102.74	1	Amazon Business	\$102.74	
General Office Supplies: (Post-its, paper clips, binder clips, staples, pens, Labels, whiteout, manilla folders, legal pads, Yellow Dots for files, binders, dividers, DVD's, DVD Sleeves, USB Drives (32gb and 16gb) for evidence, etc.)	\$ 594.00	2	Staples/Amazon Business	\$1,188.00	
Toner for VAWA Prosecutor's Printer	\$176.00	2	Staples/Amazon Business	\$352.00	
Copier Usage/Prorated for VAWA Cases	\$40.15	12	Colson Business Systems	\$481.80	
Electric Hole Puncher for VAWA Prosecutor	\$99.98	1	Amazon Business	\$99.98	
<b>SUPPLY TOTAL</b>				<b>\$4,660.40</b>	

**E. Printing--** List items by type (e.g. letterhead/envelopes, business cards, training materials). Show budget calculation. For example, where an item is business cards, enter \$15 for cost per unit; "box" for define unit; 2 for # units, and Print Mania for Vendor. Leave "define unit" blank if it is not applicable.

Item	Cost per unit	# Units	Vendor	Cost	Match?
Victim Witness Program Letterhead	\$120.00	2.00	Colson Printing	\$240.00	
Printed Envelopes with Letterhead	\$121.05	3.00	Colson Printing	\$363.15	
Continuance/Trial Notices	\$160.00	4.00	Colson Printing	\$640.00	
Nolle Prose Forms	\$72.00	4.00	Colson Printing	\$288.00	
<b>PRINTING TOTAL</b>				<b>\$1,531.15</b>	

**F. (1) Other Costs--** List items by type (e.g. real property lease, repairs/maintenance, utilities, copier rental/lease, postage meter, insurance & bonding, dues & subscriptions, advertising, registration fees, film processing, notary services, public relations, communication services - indicate if DOAS is provider). Show budget calculation. For example, provide the office space square footage and the lease rate or provide the monthly lease amount and the number of months leased. For unit enter time period as applicable (i.e., "month" for utility costs) or leave blank for items such as registration that require a one-time fee.

Item	Cost per unit	# of Units	% Charged to Grant	Vendor	Cost	Match?
GCFV Training Registration Fee	\$325.00	1.00	100.00%	GA Commission on Family Violence	\$325.00	
State Bar of Georgia Licensing Dues	\$295.00	1.00	100.00%	State Bar of GA	\$295.00	
GA Association of Solicitors General Dues	\$35.00	1.00	100.00%	GA Association of Solicitors General	\$35.00	
Stericycle/Shred USA	\$50.00	4.00	100.00%	Stericycle/Shred USA	\$200.00	
CLE Hours	\$150.00	1.00	100.00%	State Bar of GA	\$150.00	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
<b>F. (1) Subtotal</b>					<b>\$1,005.00</b>	

**F. (2) Consultant Fee:** Enter the name, if known, and service to be provided. Show the budget calculation; for example, the hourly or daily rate (8 hours) multiplied by the

estimated number of units (eg., 1 hour of therapy).

Name of Consultant	Service Provided	Cost per unit	Define Unit of Service	# Units	Cost	Match?
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
<b>F. (2)Subtotal</b>					<b>\$0.00</b>	

**F. (3) Contracts:** Provide a description of the product or service to be procured by contract and a cost estimate. Applicants are strongly encouraged to use a competitive procurement process in awarding contracts. A separate justification must be provided for sole source contracts in excess of \$100,000.

Name of Consultant	Service Provided	Cost per unit	Define Unit of Service	# Units	Cost	Match?
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
<b>F. (2)Subtotal</b>					<b>\$0.00</b>	

**F. (4) Indirect Cost:** If your agency has a negotiated rate, a copy of the Indirect Cost Rate Agreement must be submitted with your contract budget. Applicants may elect to use an amount up to the ten percent (10%) de Minimis rate of their Modified Total Direct Costs (MTDC) base. MTDC includes the cost of salaries, wages and fringe benefits of personnel that work directly on the project, and other operational costs such as supplies, printing, and travel that are directly related to the project. To use the de Minimis indirect cost rate complete the MTDC Calculator in the next tab. When you have completed this calculator, the total indirect cost will transfer to the space below.

**Indirect Cost** **\$0**

**F. OTHER TOTAL** **\$1,005**

**G. Match Waiver:** If your agency would like to request a match waiver, you should submit a letter, on your agency's letterhead, to the Georgia Criminal Justice Coordinating Council (CJCC). The letter should outline the reasons why your agency will have trouble meeting the full match requirement and should indicate the amount of match you are able to provide for

**G. Match Waiver Amount:**

**Budget Summary--**When you have completed this budget worksheet, the totals for each category will transfer to the spaces below. The total costs and total project costs will be computed via Excel formula. Indicate the amount of grant funds requested and the amount of non-grant funds that will support the project.

Budget Category	Amount
<b>A. Personnel and Fringe</b>	\$97,244
<b>B. Travel</b>	\$1,041
<b>C. Equipment</b>	\$0
<b>D. Supplies</b>	\$4,660
<b>E. Printing</b>	\$1,531
<b>F. Other</b>	\$1,005
<b>TOTAL PROJECT COSTS</b>	<b>\$105,482</b>
<b>Award</b>	<b>\$79,112</b>
<b>Match Amount</b>	<b>\$26,371</b>
<b>Match Breakdown</b>	<b>Cash</b> <span style="float: right;">\$26,371</span> <span style="float: right;">100%</span>
	<b>In-Kind</b> <span style="float: right;">\$0</span> <span style="float: right;">0%</span>

**Budget Narrative**

Jarrod Baskin will be working 100% of his time on the VAWA Grant. This budget includes the Salary/Fringe Benefits for the Specialized VAWA Prosecutor as well as training, travel and registration costs associated with the Annual GA Commission on Family Violence Conference, Office Supplies, Printing and Other items such as Bar Dues and Subscriptions. A Cash Match of \$26,371 will be paid by Lowndes County.

**NOTE:** If a Non-Grant expense amount is entered, make sure those items for which they will be used must be incorporated into your overall budget. Indicate clearly throughout your budget narrative and detail worksheet for which items these funds will be used.

LOWNDES COUNTY BOARD OF COMMISSIONERS  
COMMISSION AGENDA ITEM

SUBJECT: Beer and Wine License - John Fuller of Family Dollar Stores of Georgia, LLC DBA Family Dollar 23231 - 1006 Lakes Blvd., Lake Park, GA

DATE OF MEETING: April 23, 2024

Work  
Session/Regular  
Session

BUDGET IMPACT:  
FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: Beer and Wine License - John Fuller of Family Dollar Stores of Georgia, LLC DBA Family Dollar 23231 - 1006 Lakes Blvd., Lake Park, GA

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HISTORY, FACTS AND ISSUES: John Fuller of Family Dollar Stores of Georgia, LLC DBA Family Dollar 23231 - 1006 Lakes Blvd., Lake Park, GA, is requesting a license for the sale of beer and wine for consumption off premises. The applicant would like to add alcohol sales to the existing business. The ordinance and guidelines for the approval of the license have been met. All forms are attached and upon approval by the Board the license will be granted.

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

RECOMMENDED ACTION: Board's Pleasure

DEPARTMENT: Finance

DEPARTMENT HEAD: Stephanie Black

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

#01361923

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

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

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

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

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

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

Family Dollar Stores of Georgia, LLC

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

Family Dollar Store # 23231

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

Please see Exhibit I

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

John Fuller

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

1006 Lakes Blvd, Lake Park, GA 31636

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

500 Volvo Parkway Chesapeake, VA 23320

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

Established retail/grocery. Family Dollar looking to add alcohol sales.

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9. Lowndes County's alcohol ordinance prohibits the distribution, sale or consumption of alcoholic beverages within 300 feet of any church building. The ordinance also prohibits the distribution, sale or consumption of wine or malt beverages within 100 yards, or of distilled spirits within 200 yards, of any school building, educational building, school grounds or college campus. Those distances are measured from the door of the licensed establishment to the nearest street, thence along said street to the nearest point of any church building, school building, educational building, school grounds or college campus. List below the name and street address of the nearest church and the nearest educational facilities to the proposed establishment including the address.

Church: Lake Park Church of God - 900 W Marion Ave, Lake Park, GA 31636

School, college or other educational facility or grounds: Lake Park Elementary School

604 W Marion Ave, Lake Park, GA 31636

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

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

N/A

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

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

N/A

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

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

N/A	N/A
_____	_____
Name	Address
N/A	N/A
_____	_____
Name	Address
N/A	N/A
_____	_____
Name	Address
N/A	N/A
_____	_____
Name	Address

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

N/A	N/A
_____	_____
President	Address
N/A	N/A
_____	_____
Vice President	Address
N/A	N/A
_____	_____
Secretary	Address
N/A	N/A
_____	_____
Treasurer	Address
N/A	N/A
_____	_____
Director	Address
N/A	N/A
_____	_____
Stockholder	Address
N/A	N/A
_____	_____
Stockholder	Address
N/A	N/A
_____	_____
Stockholder	Address

If the Applicant is a limited liability company, list the names and addresses of the three (3) members owning the largest amounts of ownership interest and the names and addresses of any managers or principal officers. [Attach additional pages if more space is needed]

Peter Barnett      0%- ownership  
~~Member Name~~    President

329 Cavalier Dr Virginia Beach, VA 23451  
 Address

Jonathan Elder    0% ownership  
~~Member Name~~    Vice President- Tax & Treasurer

1717 Jermyn Lane, Virginia Beach, VA 23454  
 Address

Harry R. Spencer    0% ownership  
~~Member Name~~    Assistant Secretary

509 Woodards Ford Rd Chesapeake, VA 23322  
 Address

Todd Littler      0% Ownership  
 Manager Name

3609 Trading Place Virginia Beach, VA 23452  
 Address

John Fuller        0% Ownership  
 Manager Name

1374 Antietam Dr. Columbus, GA 31907  
 Address

Dollar Tree, Inc. 100% Ownership  
 Officer Name

500 Volvo Parkway Chesapeake, VA 23320  
 Address

\_\_\_\_\_  
 Officer Name

\_\_\_\_\_  
 Address

If the Applicant is any other type of entity or non-natural person, list the names and addresses of all the members of its governing body, officers and others having management, control or dominion over such application.

N/A  
 Name

N/A  
 Address

N/A  
 Name

N/A  
 Address

N/A  
 Name

N/A  
 Address

N/A  
 Name

N/A  
 Address



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

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

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

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

N/A

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17. Has the individual making this application attached a fully completed and executed affidavit (see attachment B) verifying his or her legal presence in the U.S., and also presented as his or her identification an original of one of the following current and valid "secure and verifiable documents" under O.C.G.A. § 50-36-1: driver's license issued by one of the states or territories of the U.S. or Canada; U.S. or foreign passport; picture I.D. issued by one of the states or territories of the U.S.; U.S. Certificate of Citizenship or Naturalization; or U.S. Permanent Resident Card or Alien Registration Receipt Card?

YES [ ] NO Harry R Spencer

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

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

CERTIFICATION REGARDING APPLICATION

Personally, appeared before the undersigned officer duly authorized to administer oaths, the undersigned affiant, who after first being duly sworn, hereby affirms, says and certifies that he/she is the Store Manager of Family Dollar Store #23231, is authorized to make and execute this application on behalf of the Applicant, and further hereby affirms, says and certifies as to each of the following:

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

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

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

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

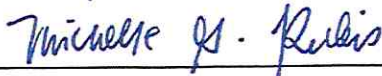
Submitted herewith is the sum of \$ 1,400 [must be a cashier's check, money order, other certified funds, or cash] which includes the license fee for the year, or partial year, plus the administration fee. I understand that, should the Application be denied, I will receive a refund for the license fee only and that the administration fee is non-refundable.



Signature of Individual Making this Application

Sworn to and subscribed before me this 4<sup>th</sup> day of October, 2023.

Date: 10/4/23



Notary Public

My commission expires: 9/30/24



ATTACHMENT B

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

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

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

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

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

Executed in Lake Park (city), Georgia (state).

Signature of Applicant

John Fuller

Printed Name of Applicant

Sworn to and subscribed before me this 4th day of October, 2023.

Michelle G. Rubis

Notary Public

My commission expires: 9/30/26.



ATTACHMENT C

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

By executing this affidavit, the undersigned private employer verifies its compliance with O.C.G.A. §36-60-6, stating affirmatively that the individual, firm or corporation employs more than ten employees and has registered with and utilizes the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. §13-10-90. Furthermore, the undersigned private employer hereby attests that its federal work authorization user identification number and date of authorization are as follows:

1423151

Federal Work Authorization User Identification Number

June 17, 2019

Date of Authorization

Family Dollar Stores, LLC

Name of Private Employer

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

Executed on July 25<sup>th</sup>, 2023 in Chesapeake (city), Virginia (state).

[Signature]  
Signature of Authorized Officer or Agent

Harry Spencer

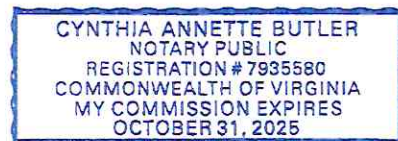
Printed Name and Title of Authorized Officer or Agent

Sworn to and subscribed before me this 25<sup>th</sup> day of July, 2023.

[Signature]

Notary Public

My commission expires: 10/31/25



ATTACHMENT D

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

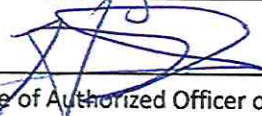
By executing this affidavit, the undersigned private employer verifies its compliance with O.C.G.A. §36-60-6, stating affirmatively that the individual, firm or corporation employs fewer than eleven employees and therefore, is not required to register with and/or utilize the federal work authorization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

  
\_\_\_\_\_  
Signature of Exempt Private Employer

Harry Spencer  
\_\_\_\_\_  
Printed Name of Exempt Private Employer

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

Executed on July 25, 2023 in Chesapeake (city), Virginia (state).

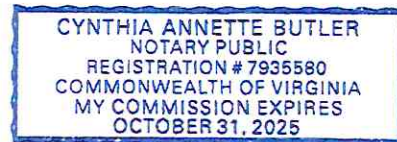
  
\_\_\_\_\_  
Signature of Authorized Officer or Agent

Harry Spencer  
\_\_\_\_\_  
Printed Name and Title of Authorized Officer or Agent

Sworn to and subscribed before me this 25<sup>th</sup> day of July, 2023

  
\_\_\_\_\_  
Notary Public

My commission expires: 10/31/28.



## APPENDIX A

### FEES AND CHARGES

1. Alcoholic beverage licenses fees shall be as follows:

<u>License</u>	<u>Annual Fee</u>
(a) Retail Dealer – Off Premises Consumption (Malt Beverages)	\$500.00
(b) Retail Dealer – Off Premises Consumption (Wine)	\$500.00
(c) Retail Dealer – Off Premises Consumption (Distilled Spirits)	\$1,075.00
(d) Retail Dealer – Off Premises Consumption (Sunday Sales)	\$250.00
(e) Retail Consumption Dealer – Consumption on Premises (Malt Beverages)	\$675.00
(f) Retail Consumption Dealer – Consumption on Premises (Wine)	\$675.00
(g) Retail Consumption Dealer – Consumption on Premises (Distilled Spirits)	\$3,200.00
(h) Retail Consumption Dealer – Consumption on Premises (Sunday Sales)	\$250.00
(i) Wholesaler – Malt Beverages with warehousing in Lowndes County	\$300.00
(j) Wholesaler – Malt Beverage without warehousing in Lowndes County	\$100.00
(k) Wholesaler – Wine with warehousing in Lowndes County	\$300.00
(l) Wholesaler – Wine without warehousing in Lowndes County	\$100.00
(m) Wholesaler – Distilled Spirits with warehousing in Lowndes County	\$500.00
(n) Wholesaler – Distilled Spirits without warehousing in Lowndes County	\$100.00
(o) Alcoholic Beverage Catering License	\$250.00
2. Event Permit (issued to alcoholic beverage caterer licensed by the County)	\$50.00
3. Event Permit (issued to alcoholic beverage caterer licenses by a municipality or county in Georgia other than the County)	\$50.00
4. Administration Fee	\$150.00



Family Dollar Stores  
1006 Lakes Blvd.  
Lake Park, GA 31636



LOWNDES COUNTY CODE ENFORCEMENT  
INCIDENT REPORT

Date: 02/07/2024  
Reported By: Ken Carter, Officer

INCIDENT NO: \_\_\_\_\_

Inspection Date: 02/06/2024  
Inspection / Reinspection  
Time: 1330 hours

Occupant Name: Family Dollar #23231  
Property Address: 1006 Lakes Blvd  
Lake Park, Georgia 31636  
Owner Name: Larry D. and Hoa Thuy Dershem as Trustees Family Dollar #23231 Dept 300  
Mailing Address: 500 Volvo Parkway  
Chesapeake, Virginia 23320  
Parcel: 0198 193  
Zoning: CH

Complaint: Distance Check  
Violation(s): None  
Case Disposition: Closed

Narrative: I was asked to perform a distance check, the results are as follows:

Nearest Church:

Lake Frances AME Church  
905 Lakes Blvd.  
Lake Park Georgia 31636  
369.8 feet when measured in a straight line from the front door of Family Dollar  
to the front door of Lake Frances AME Church  
472 feet when measured simulating road travel  
Both distances were measured using a measuring wheel

Nearest School:

Frances Lake Baptist Church and School (preschool)  
5111 Springwater Drive  
Lake Park, Georgia 31636  
.2miles using vehicle odometer (126-1)

\*\*\*\*\*NOTHING FOLLOWS\*\*\*\*\*

\_\_\_\_\_  
Ken Carter

Signature



LOWNDES COUNTY BOARD OF COMMISSIONERS  
COMMISSION AGENDA ITEM

SUBJECT: North Lowndes Data Center Switches

DATE OF MEETING: April 23, 2024

BUDGET IMPACT: \$89,760.96

FUNDING SOURCE:

Work  
Session/Regular  
Session

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

COUNTY ACTION REQUESTED ON: North Lowndes Data Center Switches

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HISTORY, FACTS AND ISSUES: The current switches and current network design in the North Lowndes Data Center (NLDC) are end-of-life and will no longer have security updates or the ability to replace any components due to failure. The cost of replacing the switches and implementing a supported design is presented, as well as a few hours of service to help with the implementation.

OPTIONS: 1. Approve  
2. Board's Pleasure

RECOMMENDED ACTION: Board's Pleasure

DEPARTMENT: ITS

DEPARTMENT HEAD: Aaron Kostyu

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:



44670 Cape Court, Suite 100  
 Ashburn, VA 20147  
 Phone: (888) 286-3896  
 Fax: (703) 802-0798  
 Cage Code: 674Q4  
 DUNS: 962751918  
 FEIN: 27-2586114

Quo

Quote Date
Expiration Date
Quote Number

Quote Type:

BILL TO
Lowndes County 327 N. Ashley St. Attn: April Wright Valdosta, GA 31601

SHIP TO
Lowndes County 327 N. Ashley St. Attn: April Wright Valdosta, GA 31601

PREPARED BY	PREPARED FOR	PHONE #	EMAIL ADDRESS	SHIP
Pankaj Sharma	April Wright		<a href="mailto:april@lowndescounty.com">april@lowndescounty.com</a>	Best Way

ITEM #	PRODUCT DESCRIPTION	QTY	LIST PRICE	AMOUNT
<b>Data center core switches</b>				
N9K-C93180YC-FX3	Nexus 9300 48p 1/10/25G, 6p 40/100G, MACsec, SyncE	2	\$ 30,150.00	\$ 10,251.00
CON-SNC-N9KC93X3	SNTC-NCD Nexus 9300 48p 1/10/25G, 6p 40/100G, MAC	2	\$ 1,763.00	\$ 1,322.25
NXX-AF-PI	Dummy PID for Airflow Selection Port-side Intake	2	\$ -	\$ -
MODE-NXOS	Mode selection between ACI and NXOS	2	\$ -	\$ -
NXOS-10.1.1	Nexus 9500, 9300, 3000 Base NX-OS Software Rel10.1.1(32-bit)	2	\$ -	\$ -
NXX-ACC-KIT-1RU	Nexus 3K/9K Fixed Accessory Kit, 1RU front and rear removal	2	\$ -	\$ -
NXA-FAN-35CFM-PI	Nexus Fan, 35CFM, port side intake airflow	8	\$ -	\$ -
NXX-MEM-16GB	Additional memory of 16GB for Nexus Switches	2	\$ 1,204.38	\$ 409.49
NXA-PAC-650W-PI	Nexus NEBs AC 650W PSU - Port Side Intake	4	\$ -	\$ -
CAB-9K12A-NA	Power Cord, 125VAC 13A NEMA 5-15 Plug, North America	4	\$ -	\$ -
C1A1TN9300XF-3Y	DCN Advantage Term N9300 XF, 3Y	2	\$ 25,581.24	\$ 14,837.12
<b>Requested For : 36.00 Months   Automatically Renews For : 12.0 Months   Billing Frequency : Prepaid Term</b>				\$ -
SVS-B-N9K-ADV-XF	EMBEDDED SOLN SUPPORT SWSS FOR ACI NEXUS 9K	2	\$ -	\$ -
<b>Requested For : 36.00 Months   Automatically Renews For : 12.0 Months   Billing Frequency : Prepaid Term</b>				\$ -
<b>Data Center Access switches</b>				
N9K-C93108TC-FX3P	Nexus 9300 48x 100M/1/2.5/5/10GT, 6x 100G Switch	2	\$ 36,180.00	\$ 12,301.20
CON-SNC-N9KC931	SNTC-NCD 48x 100M/1/2.5/5/10GT 6x 100G	2	\$ 1,770.00	\$ 1,239.00
NXX-AF-PI	Dummy PID for Airflow Selection Port-side Intake	2	\$ -	\$ -
MODE-NXOS	Mode selection between ACI and NXOS	2	\$ -	\$ -
NXOS-10.1.1	Nexus 9500, 9300, 3000 Base NX-OS Software Rel10.1.1(32-bit)	2	\$ -	\$ -
NXX-ACC-KIT-1RU	Nexus 3K/9K Fixed Accessory Kit, 1RU front and rear removal	2	\$ -	\$ -

NXA-FAN-35CFM-PI	Nexus Fan, 35CFM, port side intake airflow	8	\$	-	\$	-
NXK-MEM-16GB	Additional memory of 16GB for Nexus Switches	2	\$	1,204.38	\$	409.49
NXA-PAC-1100W-PI	Nexus PoE AC 1100W PSU - Port Side Intake	4	\$	-	\$	-
CAB-TA-NA	North America AC Type A Power Cable	4	\$	-	\$	-
C1-SUBS-OPTOUT	OPT OUT FOR "Default" DCN Subscription Selection	2	\$	-	\$	-
QSFP-100G-CU3M=	100GBASE-CR4 Passive Copper Cable, 3m	2	\$	440.94	\$	149.92
SFP-H10GB-CU3M=	10GBASE-CU SFP+ Cable 3 Meter	1	\$	130.06	\$	44.22
QSFP-100G-CU5M=	100GBASE-CR4 Passive Copper Cable, 5m	4	\$	645.44	\$	219.45
<b>DSI Professional Services</b>	Implementing the Solution	1			\$	17,000.00
<b>One-Time Discount</b>	<b>One-Time Discount - Pricing expires COB May 15th 2024</b>	1				

Additional Comments or Special Instructions
75141024 KY152643641ZL

SUBTOTAL
TAX RATE
TAX
S & H
OTHER
<b>TOTAL</b>

**Remittance:**  
DISYS Solutions Inc (DSI)  
44670 Cape Court, Suite 100  
Ashburn, VA 20147

Pankaj Sharma  


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Authorized by

ote

4/16/2024
5/15/2024
04162024-5

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TERMS
NET30

TOTAL	SERVICE DURATION (MONTHS)
\$ 20,502.00	-
\$ 2,644.50	12
\$ -	-
\$ -	-
\$ -	-
\$ -	-
\$ -	-
\$ 818.98	-
\$ -	-
\$ -	-
\$ 29,674.24	-
\$ -	-
\$ -	-
\$ -	-
\$ 24,602.40	-
\$ 2,478.00	12
\$ -	-
\$ -	-
\$ -	-
\$ -	-

\$	-	-
\$	818.98	-
\$	-	-
\$	-	-
\$	-	-
\$	299.84	-
\$	44.22	-
\$	877.80	-
\$	17,000.00	
\$	<b>(10,000.00)</b>	

\$	89,760.96
	0.000%
	\$0.00
	\$0.00
	\$0.00
	<b>\$89,760.96</b>

4/16/2024  
Date

his quote, please contact  
kaj.sharma@dsitech.com

LOWNDES COUNTY BOARD OF COMMISSIONERS  
COMMISSION AGENDA ITEM

SUBJECT: Proposed Sale of Danieli Drive Property

DATE OF MEETING: April 23, 2024

Work  
Session/Regular  
Session

BUDGET IMPACT: N/A

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: Proposed Sale of Danieli Drive Property

HISTORY, FACTS AND ISSUES: The Lowndes County Utilities Department sought bids to dispose of property located on Danieli Drive. The Conditions of Sale in the Notice of Sale and Invitation for Bids and in the Bid Documents provided the County would sell the property for a minimum of \$47,000.00, which was the appraised value. One bid was received for \$30,000. Georgia statute provides the County shall have the right to reject any and all bids or to cancel the sale. The Notice of Sale and Invitation for Bids and the Bid Documents also stated the County shall have the right to reject any and all bids or to cancel the sale. Staff recommends the bid be rejected as it did not meet the required minimum and the sale be canceled.

OPTIONS: 1. Approve  
2. Board's Pleasure

RECOMMENDED ACTION: Approve

DEPARTMENT: Utilities

DEPARTMENT HEAD: Steve Stalvey

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS: