



LOWNDES COUNTY BOARD OF COMMISSIONERS
PROPOSED AGENDA
WORK SESSION, MONDAY, MAY 13, 2024, 8:30 A.M.
REGULAR SESSION, TUESDAY, MAY 14, 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. ACCG 2024 Legislative Service Award Presentation

5. Minutes For Approval

- a. Work Session - April 22, 2024 & Regular Session - April 23, 2024

Recommended Action: Approve

Documents:

6. Appointment

- a. Hospital Authority of Valdosta and Lowndes County

Recommended Action: Board's Pleasure

Documents:

7. Public Hearing

- a. Abandonment of a Portion of Race Track Road SE

Recommended Action: Option 1

Documents:

- b. REZ-2024-07 Hester Property, Skipper Bridge Road, A portion of (0103 062), 2.5 ac., E-A to R-A, Well & Septic

Recommended Action: Approve

Documents:

- c. REZ-2024-08 River Road, 4374 River Road, ~15ac, R-21 to P-D, County Utilities

Recommended Action: Board's Pleasure

Documents:

- d. REZ-2024-09 Dasher Grove Subdivision, A portion of (0072 191) ~193ac, R-1 to R-1, R-10 & C-G, County Utilities

Recommended Action: Board's Pleasure

Documents:

- e. REZ-2024-10 Mineola Holding, LLC, 3974 Old US HWY 41 ~0.69ac, R-21 to O-I, County Utilities

Recommended Action: Board's Pleasure

Option 2

Documents:

- f. REZ-2024-11 Quarterman Estates Ph. 5 4448, 4450, 4454 Whitewater Rd. ~3.66ac,R-1 & R-21 to R-10, County Utilities
Recommended Action: Approve
Option 2
Documents:
- g. REZ-2024-12 Vicky King 4829 Carter Lane, ~2.98ac, R-A to R-1, Well and Septic
Recommended Action: Approve
Documents:

8. For Consideration

- a. Hall Road Paving & Drainage, P.I. 0016281 - Transportation Improvement Act (TIA) Project Agreement
Recommended Action: Approve
Documents:
- b. Pronto Consulting, LLC Agreement, Amended Schedule A
Recommended Action: Approve
Documents:
- c. Bemiss Springs Acceptance of Water and Sewer Infrastructure
Recommended Action: Approve
Documents:

9. Bid

- a. 2024 Local Maintenance and Improvement Grant (LMIG) Resurfacing Bids
Recommended Action: Approve
Documents:

10. Reports - County Manager

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

12. Adjournment

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: Hospital Authority of Valdosta and Lowndes County

DATE OF MEETING: May 14, 2024

Work
Session/Regular
Session

BUDGET IMPACT:

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: Appoint/Reappoint A Member

HISTORY, FACTS AND ISSUES: The term of Ms. Shirley Garland will expire June 1, 2024. The name of Ms. Shirley Garland, Ms. Elsie Napier, and Ms. Helen Baker, have all been submitted for consideration. The Hospital Authority recommends the reappointment of Ms. Shirley Garland.

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

RECOMMENDED ACTION: Board's Pleasure

DEPARTMENT: County Manager

DEPARTMENT HEAD: Paige Dukes

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:



HOSPITAL AUTHORITY OF VALDOSTA AND LOWNDES COUNTY, GEORGIA

Sam Allen, Chairman
John Roan, DDS, Vice Chairman
John W. Langdale, Jr., Treasurer
Brian Griner, MD

Gregory Powell
Ben I. Copeland, Sr.
Tim Dame
Shirley J. Garland
Ronald E. Dean, Secretary

April 17, 2024

Mr. Bill Slaughter, Chairman
Lowndes County Board of Commissioners
327 North Ashley Street, 3rd Floor
Valdosta, Georgia 31601

RE: Vacancy on the Board of Trustees of the Hospital Authority of Valdosta and Lowndes County, Georgia

Dear Chairman Slaughter:

The Hospital Authority of Valdosta and Lowndes County, Georgia met at the regularly scheduled monthly meeting on April 17, 2024. In accordance with the Bylaws for the Hospital Authority, the following three names are being submitted from which Lowndes County will select one person to fill the upcoming vacancy or reappointment of Shirley J. Garland's seat on the Authority which expires on June 1, 2024:

1. Ms. Shirley Garland
2. Ms. Elsie C. Napier, NP
3. Ms. Helen Baker

Upon consideration of the above three candidates, the Hospital Authority does recommend the reappointment of Ms. Shirley J. Garland. Ms. Garland was originally appointed to the board June of 2019. Ms. Garland has served the Hospital Authority well and is recommended to remain as a member of the Hospital Authority Board.

The Hospital Authority looks forward to hearing from Lowndes County as to its selection to fill the existing vacancy.

Thank you for your consideration in this matter.

With best wishes, I am

Sincerely,

Sam Allen, Chairman
Hospital Authority of Valdosta and Lowndes County, Georgia

CC: Hospital Authority Board, Michele Madison, Mayor Matheson, Richard Hardy, Paige Dukes

Print

Lowndes County Board/Agency Appointee Information Sheet - Submission #168

Date Submitted: 4/26/2024

Date:

4/26/2024

Board/Agency Applying For:

Hospital Authority of Valdosta and Lowndes County, Georgia

Last Name

Garland

First Name

Shirley J.

Street Address

City/State/Zip

Valdosta, GA 31602

Phone Number

Email Address

Occupation

Retired Registered Nurse

Professional Experience

Registered Nurse, Business Owner

Knowledge & Skills

Registered Nurse, Bachelor of Science in Nursing (BSN) from Valdosta State University. Completed the Valdosta Government 101 Program. Completed the Valdosta Citizens Fire Academy. Completed the Valdosta Citizens Police Academy.

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:

Served on the American Red Cross Board. Served on the Valdosta Technical College Board. Member of the Valdosta Lowndes Chamber of Commerce. Hospice Volunteer.

Extra Activities & Community Organizations

Member of the Veterans Widows and Wives Ministry

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

Print

Lowndes County Board/Agency Appointee Information Sheet - Submission #169

Date Submitted: 4/26/2024

Date:

4/26/2024

Board/Agency Applying For:

Hospital Authority of Valdosta and Lowndes County, Georgia

Last Name

Napier

First Name

Elsie Cason

Street Address

City/State/Zip

Valdosta, GA 31601

Phone Number

Email Address

Occupation

Retired Deputy Director/District Program Manager, Public Health, South Health District

Professional Experience

1. Certified Family Nurse Practitioner (for over 25 years) 2. Administration, Public Health Focus (eight years).

Knowledge & Skills

My knowledge and understanding of Public Health/community needs. Nursing skills for past 30 years and leadership skills will aide duties assigned by Board. Past experience of Grass Roots of community will compliment the Board.

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:

1. Past partnership for Health Advisory Board 2. TEACH Executive Board. 3. Advisory Board for Department of Family and Children Services. 4. South Georgia Nurse Practitioner's Board.

Extra Activities & Community Organizations

Ordained Minister, Pastor, Community Outreach Activities: clothes closet, meals on wheels program. Visionary and overseer of the "Daughters of Zion Refuge Center". Visionary and Pastor of TEACH Outreach Ministries/TEACH Inc. Volunteer Chaplain at SGMC. Transitional homes for homeless mothers and children.

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

Print

Lowndes County Board/Agency Appointee Information Sheet - Submission #170

Date Submitted: 4/26/2024

Date:

4/26/2024

Board/Agency Applying For:

Hospital Authority of Valdosta and Lowndes County, Georgia

Last Name

Baker

First Name

Helen

Street Address

City/State/Zip

Valdosta, GA 31601

Phone Number

Email Address

Occupation

Retired

Professional Experience

Worked at SGMC for 40 years in a leadership capacity, serving as a Certified Healthcare Environmental Services Professional as Director of Customer Services.

Knowledge & Skills

Overseeing the day to day operations of three departments. Managed day to day operations of 150 employees. Prepared annual budgets for three departments. Established policy and procedures for departmental and personnel operations. Computer skills and ordering of supplies. A working knowledge and understanding of personnel policies and procedures, the budgetary process and a good working relationship with members of 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:

I have been a member of the following board/agency: Rising Star United Way Campaign; United Way Board of Directors; Leadership Lowndes.

Currently: Pinevale High School Alumni Board of Directors; Christian Love Bible Baptist Church Board of Directors.

Extra Activities & Community Organizations

Christian Love Bible Baptist Church Officer - CFO. Community Partners with Pinevale Elementary School and Maceo Horne Alternative School.

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

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: Abandonment of a Portion of Race Track Road SE

DATE OF MEETING: May 14, 2024

Work
Session/Regular
Session

BUDGET IMPACT: N/A

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: Abandonment of a Portion of Race Track Road SE

HISTORY, FACTS AND ISSUES: The Lowndes County Engineering Department received a request to abandon a portion of Race Track Road SE. On March 12, 2024, the Lowndes County Board of Commissioners determined the subject portion of Race Track Road SE has ceased to be used by the public to the extent that no substantial public purpose is served by it.

Notice has been published and given to the adjoining property owner as required by the Georgia statute.

A proposed Resolution abandoning the subject portion of Race Track Road SE is attached.

OPTIONS: 1. Adopt Resolution abandoning a portion of Race Track Road SE.
2. Redirect.

RECOMMENDED ACTION: Option 1

DEPARTMENT: Engineering

DEPARTMENT HEAD: Chad McLeod

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

RESOLUTION

WHEREAS, Lowndes County received a request to abandon a portion of Race Track Road SE, as more fully described on the attached plats; and

WHEREAS, pursuant to OCGA § 32-7-2(b)(1), the Board of Commissioners has determined the sections of the county road system highlighted in yellow on the attached plats have ceased to be used by the public to the extent that no substantial public purpose is served by them; and

WHEREAS, as required by OCGA § 32-7-2(b)(1), Lowndes County has given notice to property owners located thereon; and

WHEREAS, as also required by OCGA § 32-7-2(b)(1), Lowndes County published notice of such determination in the newspaper in which sheriff's advertisements for the county are published once a week for a period of two weeks; and

WHEREAS, Lowndes County has also published notice that the Board of Commissioners will hold a public hearing at 5:30 PM on May 14, 2024, at the Lowndes County Administration Building for the purpose of determining whether to declare the subject portions of the subject road abandoned; and

WHEREAS, as required by OCGA § 32-7-2(b)(1), the Board of Commissioners has held a public hearing on the issue;

NOW THEREFORE, BE IT RESOLVED AND IT IS HEREBY RESOLVED that the sections of right of way of Race Track Road SE highlighted in yellow on the attached plats be and are hereby declared abandoned, such that such sections of right of way shall no longer be part of the County Road system and the rights of the public in and to such sections of road as a public road shall cease.

SO RESOLVED this 14th day of May 2024.

BOARD OF COMMISSIONERS
OF LOWNDES COUNTY

BY: _____
Bill Slaughter
Chairman

ATTEST: _____
Belinda Lovern
County Clerk



The Valdosta Daily Times
The Moultrie Observer

THOMASVILLE
TIMES-ENTERPRISE
The Tifton Gazette

AFFIDAVIT

I, Laurie Gay, Publisher, do hereby certify that the Legal Advertisement(s) for

was/were published in _____

on _____

Subscribed and sworn to me, in the County of Lowndes in the State of Georgia on this

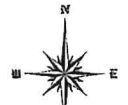
_____ day of _____

Notary Public Signature

Publisher



filed & recorded
DATE: 7/18/2023
TIME: 3:36 PM
PLAT BOOK: 000PCC
PAGE: 01575
RECORDING FEES: \$10.00
PARTICIPANT ID: 2216784465
CLERK: Beth Grone
Lowndes County, GA



LEGEND

IPS 0 - IRON PIN SET - 1/2" NEBA WITH CAP 25/40
 IFF 0 - IRON PIN FOUND
 O - GALVANIZED PIPE FOUND
 □ - NAIL MONUMENT
 --- R/W --- RIGHT OF WAY
 --- C --- CENTERLINE
 --- F --- FENCE

EQUIPMENT USED: TOPCON POWER STATION 103
 ROBOTIC TOTAL STATION
 THE FIELD DATA MEASUREMENTS UPON WHICH THIS PLAT IS BASED WAS MADE USING AN ELECTRONIC TOTAL STATION. REDUNDANT MEASUREMENTS MADE TO THE CONTROL POINTS AND PROPERTY POINTS CORNER MARKERS, BASED UPON THE REDUNDANT MEASUREMENTS THE POSITIONAL TOLERANCE OF THE PROPERTY CORNERS WITH RESPECT TO EACH OTHER WITHIN THE SURVEY IS NOT GREATER THAN 0.25 FEET. SUBURBAN SUBDIVISIONS INTERIOR BLOCKS (BOARDS 180-7-03)

METHOD OF ADJUSTMENT: NONE
 PLAT CLOSENESS: 1/4" OVER 200'
 BEARINGS SHOWN WERE CALCULATED FROM GRID NORTH, GA MEET 2004.

FLOOD CERTIFICATION

THIS PROPERTY IS LOCATED IN ZONE "X"
 AND "A", ACCORDING TO THE FEDERAL
 EMERGENCY MANAGEMENT AGENCY'S
 FLOOD INSURANCE RATE MAPS.
 CURRENT FLOODING: M-2 & C-8
 SCENARIOS:
 1) 100-YEAR FLOOD
 2) 500-YEAR FLOOD
 EFFECTIVE DATE: 09-28-2008

PROPERTY INFORMATION

PARCEL: MAP 0120 PARCEL 001 (CITY OF VALDOSTA)
 AREA: 14.130 ACRES
 TOTAL AREA: 17.500 ACRES
 CURRENT ZONING: M-2 & C-8
 FRONT: 507.10 FT FROM N/2
 DEPTH: 117.35 FT FROM S/2
 SCALE: 1/25' = 100'

UTILITIES: LOWNDES COUNTY WATER AND SEWER & CITY OF VALDOSTA AIR CONDITIONING SYSTEM MAIN LINES EXTEND TO AREA & ARE USED BOOK 8779 PG 749.
 SUBJECT PROPERTY IS IN THE ADJACENT DRAINAGE DISTRICT, AND WITH A GROUNDWATER RECHARGE AREA, AND IS SUBJECT TO FERTILIZER REGULATIONS.

THE OWNER OF THE LAND SHOWN ON THIS PLAT AND WHOSE NAME IS SUBSCRIBED HERETO, IN PERSON OR THROUGH A DUTY AUTHORIZED AGENT, CERTIFIES THAT ALL STATE, CITY AND COUNTY TAXES OR OTHER ASSESSMENTS NOW DUE ON THIS LAND HAVE BEEN PAID.

OWNER'S: Michael P. Plinton DATE: 7/11/23
 AGENT: Michael P. Plinton DATE: 7/11/23

IT IS HEREBY CERTIFIED THAT THE LANDS AND IMPROVEMENTS SHOWN ON THIS PLAT AND BEING DESIGNATED AS BEING DEDICATED TO PUBLIC USE ARE HEREBY DEDICATED TO THE CITY OF VALDOSTA, GEORGIA, FOR PUBLIC USE.

OWNER'S: Michael P. Plinton DATE: 7/11/23

PURSUANT TO TITLE 3 OF THE CITY OF VALDOSTA LAND DEVELOPMENT REGULATIONS, ALL THE REQUIREMENTS FOR APPROVAL HAVING BEEN FULFILLED, THIS FINAL PLAT WAS GIVEN FINAL APPROVAL BY:

THE PLANNING AND ZONING ADMINISTRATOR
 SIGNED: Michael P. Plinton DATE: 7-18-2023
 PLANNING AND ZONING ADMINISTRATOR
 THE CITY ENGINEER, VALDOSTA, GA
 SIGNED: Michael P. Plinton DATE: 7-18-23
 CITY ENGINEER

**PLAT OF SUBDIVISION FOR:
 SOUTHERN GATEWAY, LLC**

LAND LOT 72 OF THE 11TH LAND DISTRICT CITY OF VALDOSTA, LOWNDES COUNTY, GEORGIA

DATE OF SURVEY: 06-05-23
 DATE OF PLAT: 06-15-23
 DRAWN BY: AJG
 PROJECT NUMBER: 0001-348

SCALE: 1" = 200 FEET

2000 Iron Pinnacle Road
 P.O. Box 2900
 Valdosta, GA 31604
 Telephone: 229-247-1852
 Fax: 229-247-1853
 E-mail: info@gsurveying.com
 GA CCA: LSP00060

G&L SURVEYING & MAPPING

CERTIFICATION:

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 HEREOF. 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 COMPLES 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.

M. L. Plinton DATE: 7-18-2023
 CITY OF VALDOSTA PLANNING & ZONING ADMINISTRATOR

Adam S. Gues DATE: 7/18/23
 ADAM S. GUES
 GEORGIA PLS 25140
 CITY ENGINEER

LINE TABLE

LINE #	BEARING	DISTANCE
11	S 56°11'21" E	176.40
12	S 87°15'14" E	30.40
13	S 52°37'20" E	87.50
14	S 73°34'42" E	133.50
15	N 92°00'00" E	134.51
16	S 89°23'00" E	168.81
17	N 89°50'00" E	190.13
18	N 87°33'25" E	156.93
19	N 78°54'49" E	124.48
20	N 49°24'00" E	113.33
21	N 46°18'53" E	113.78
22	N 47°20'18" E	117.40
23	N 72°49'26" E	139.17
24	N 75°42'00" E	144.88
25	N 32°48'37" E	118.53

SURVEYOR'S NOTES:

- G&L MAKES NO GUARANTEE THAT ALL EXISTING UTILITIES HAVE BEEN IDENTIFIED HEREON, OR THAT UNKNOWN UTILITIES AND/OR EASEMENTS DO NOT EXIST ON SUBJECT PROPERTY.
- FURTHER, G&L ASSUMES NO LIABILITY RESULTING FROM FAILURE TO CONTACT THE UTILITIES PROTECTION CENTER PRIOR TO ANY ON-SITE DIGGING.
- HORIZONTAL AND VERTICAL DATA SHOWN ON THIS PLAT WAS OBTAINED IN WHOLE OR PART UTILIZING GPS, INCLUDING CONTROL POINTS AND COMPUTED POINTS. EQUIPMENT USED: SPECTRA PRECISION SP-80 & CANSON SURVEYOR II DATA COLLECTOR RECEIVING RTK CORRECTIONS VIA CELL PHONE FROM THE EGPS SOLUTIONS REAL TIME NETWORK. THE TECHNIQUE USED WAS RTK CORRECTED MEASUREMENTS FROM THE INMABLE VIS REAL TIME NETWORK OPERATED BY EGPS SOLUTIONS, INC. THE RELATIVE POSITIONAL ACCURACY OBTAINED ON THE POINTS UTILIZED IN THIS SURVEY WERE (± 0.04 FT HORIZONTAL, AND 0.05 FT VERTICAL, AT THE 95% CONFIDENCE LEVELS).
- THIS SURVEY WAS PERFORMED 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 AUTHORITY O.C.G.A. SECC. 15-6-67, 43-15-4, 43-15-6, 43-15-10, 15-15-22



Langdale Vallotton, LLP

1007 N. Patterson Street | Valdosta, Georgia 31601
Tel: (229) 244-5400 | www.langdalevallotton.com

William C. Nijem, Jr.

Direct Dial: (229) 588-7118
bnijem@langdalelaw.com

LV File No. 221409/BN

February 15, 2024

Mike Fletcher
County Engineer
Lowndes County, Georgia
Email: mfletcher@lowndescounty.com

Via Electronic Mail

RE: Petition for Road Abandonment
Racetrack Rd. SE/County Road #310

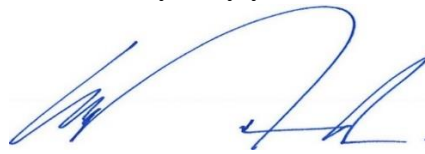
Dear Mike,

Our firm represents Southern Gateway, LLC, which owns property surrounding all sides of Racetrack Rd. SE/County Road #310. Southern Gateway, LLC is requesting that Racetrack Rd. SE/County Road #310 lying West of Madison Highway be abandoned by the County and conveyed to Southern Gateway, LLC. For your reference, I am attaching a recorded subdivision plat showing the portion of Racetrack Road SE/County Road #310 sought to be abandoned and conveyed to Southern Gateway, LLC.

As you know, Racetrack Rd. SE/County Road #310 is a stub-out from Madison Highway which runs West and dead-ends into remaining property of Southern Gateway, LLC. As a dead-end road, the road has ceased to be used by the public to the extent that no substantial purpose is served by it. With respect to the Southern Gateway, LLC property, the road is not needed as there are other access points from the Southern Gateway, LLC property onto Madison Highway. In addition, its removal from the county road system is in the best interest of the County because the County continues to maintain a road that serves no purpose to the public. There have also been past instances of dumping and trespass because of the road remaining open, and abandoning the road will allow the property owner to install a gate to prevent this from occurring in the future.

Please let us know if there is anything further needed from our office to address this request. I am also copying Jeff Lovell, as his firm is assisting with engineering on the property. Once you have the public hearing set for this matter, please let us know the dates of the scheduled meetings as well. We appreciate your assistance with this matter.

Very truly yours,

A handwritten signature in blue ink, appearing to read 'W. Nijem, Jr.', with a large, sweeping flourish over the first part of the name.

William C. Nijem, Jr.

Encl. Subdivision Plat

cc: Jeff Lovell (via email)
Mike Nacarato (via email)
Teresa Nacarato (via email)
George Sassser (via email)

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: REZ-2024-07 Hester Property, Skipper Bridge Road, A
portion of (0103 062), 2.5 ac., E-A to R-A, Well & Septic

DATE OF MEETING: May 14, 2024

Work
Session/Regular
Session

BUDGET IMPACT: N/A

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: REZ-2024-07 Hester Property, Skipper Bridge Road, A
portion of (0103 062), 2.5 ac., E-A to R-A, Well & Septic

HISTORY, FACTS AND ISSUES: This request represents a change in zoning on a portion of the subject property from E-A (Estate Agricultural) zoning to R-A (Residential Agricultural) zoning. The general motivation in this case is for the applicant to subdivide the property into a conforming lot for an individual residence. The subject property possesses road frontage on Skipper Bridge Road and Franklinville Road, both locally maintained County Roads, and is within the Rural Service Area and Agricultural/Forestry Character Area.

The TRC analyzed the request, the standards governing the exercise of zoning power set forth in 10.01.05 of the ULDC, and factors most relevant to this application, including the neighboring zoning patterns and existing population density, the development potential based on well and septic criteria, the potential environmental impacts, and therefore recommends approval of the request for R-A zoning.

The GLPC heard the request at their April meeting, along with comments from the applicant who spoke in support of the request, and voted unanimously (8-0) to recommend approval.

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

RECOMMENDED ACTION: Approve

DEPARTMENT: Planning/Zoning

DEPARTMENT HEAD: JD Dillard

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.

THE FOLLOWING GOVERNMENTAL BODIES HAVE APPROVED THIS MAP, PLAT, OR PLAN FOR FILING:

LOWNDES COUNTY UNIFIED LAND DEVELOPMENT CODE DATE
CHAIRMAN, TECHNICAL REVIEW COMMITTEE

LOWNDES COUNTY DATE
DIRECTOR OF ENGINEERING

SURVEY EQUIPMENT USED
 LEICA 1203 TOTAL STATION 3 SEC.
 GEOMAX ZOOM 90 TOTAL 2" STATION
 3005W TOPCON TOTAL STATION 5 SEC.
 200' STEEL MESH TAPE
 CST. AUTO LEVEL
 TDS RANGER DATA COLLECTOR W/
SURVEY PRO SOFTWARE
 CARLSON SURVEYOR II COLLECTOR W/
CARLSON CE 2 SOFTWARE
 CHAMPION PRO GNSS RECEIVER
 SCEPTER DATA COLLECTOR W/
CARLSON CE 2 SOFTWARE

BEARINGS SHOWN HEREON HAVE BEEN CALCULATED FROM ANGLES TURNED AND ARE REFERENCED TO GEORGIA STATE PLANE GRID NORTH - WEST ZONE

RODNEY GENE TENERY, JR.
GA. L.S. NO. 3012
EROSION & SEDIMENT CONTROL
LEVEL II CERTIFIED DESIGN PROFESSIONAL
RODNEY GENE TENERY, JR. CERTIFICATION # 5256

I CERTIFY THAT ALL MEASUREMENTS ARE CORRECT AND WERE PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY DIRECT SUPERVISION. THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A RELATIVE POSITIONAL ACCURACY AS CALCULATED ACCORDING TO THE FEDERAL GEOGRAPHIC DATA COMMITTEE PART 3: NATIONAL STANDARD FOR SPATIAL DATA ACCURACY IS 0.01 FEET HORIZONTAL AND 0.02 FEET VERTICAL AT A 95% CONFIDENCE LEVEL. THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND HAS BEEN FOUND TO HAVE A CLOSURE OF ONE FOOT IN 188,813.2 FEET. MONUMENTS AND PINS ARE AS SHOWN IN THE LEGEND OR ON THE PLAT FACE.
GA CERTIFICATE OF AUTHORIZATION NO. LSF 926
GA BUSINESS LICENSE NO. 2534

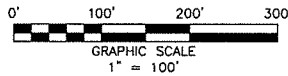
**** PRELIMINARY ****

RODNEY GENE TENERY, JR., RLS/RF DATE

THE SURVEYOR SHALL NOT BE HELD LIABLE FOR ANY DAMAGES FROM THE USE OF THIS PLAT IF THE APPROVAL SIGNATURES FROM THE APPLICABLE LOCAL GOVERNING AUTHORITIES ARE NOT PRESENT.

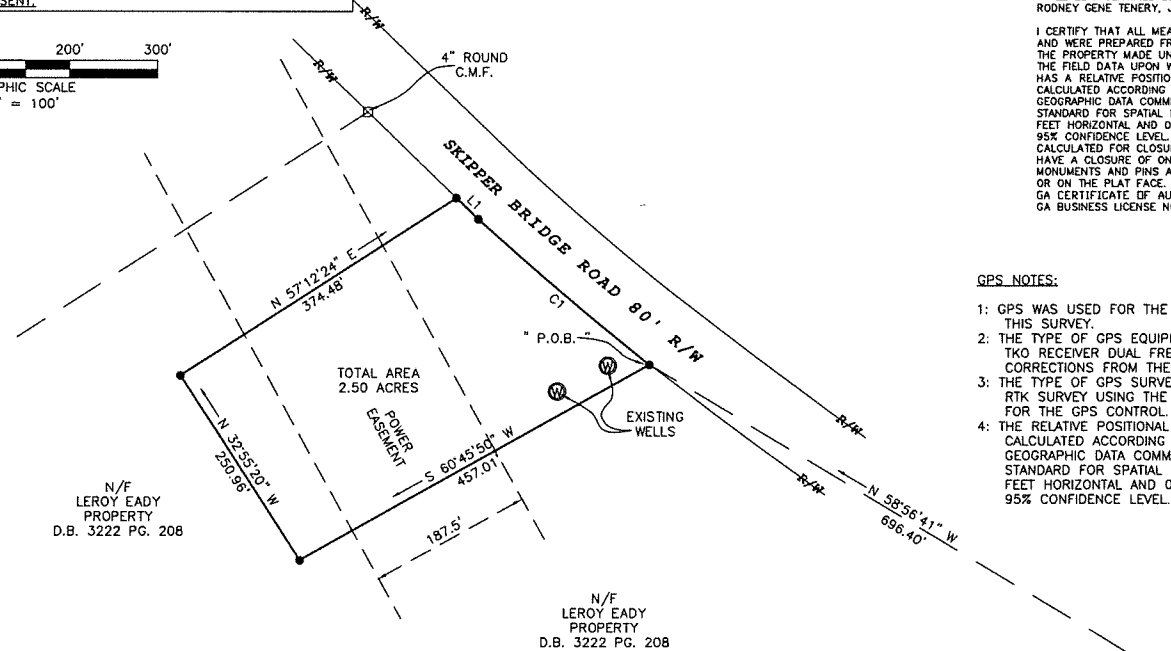
RESERVED FOR THE CLERK OF SUPERIOR COURT

- LEGEND**
- I.P.P. = IRON PIN FOUND
 - I.P.P. = IRON PIN PLACED
 - I.P.P. = IRON PIN MISSING
 - C.M.F. = CONCRETE MONUMENT FOUND
 - C.M.F. = CONCRETE MONUMENT PLACED
 - G.P.F. = GALVANIZED PIPE FOUND
 - G.P.F. = GALVANIZED PIPE PLACED
 - R.M.F. = RIGHT OF WAY MARKER FOUND
 - R.M.F. = RIGHT OF WAY MARKER PLACED
 - P.O.B. = POINT OF BEGINNING
 - P.O.R. = POINT OF REFERENCE
 - = BROKEN LINE NOT TO SCALE
 - P/L = PROPERTY LINE
 - C/L = CENTER LINE
 - R/W = RIGHT OF WAY
 - B.M. = BENCHMARK
 - N.M. = NON MONUMENTED POINT
 - R.R. = RAIL ROAD
 - N/F = NOW OR FORMERLY
 - - - = GROUND SLOPE



GRID NORTH (NAD 83 GA. WEST ZONE)

**** PRELIMINARY ****



GPS NOTES:

- GPS WAS USED FOR THE CONTROL NETWORK FOR THIS SURVEY.
- THE TYPE OF GPS EQUIPMENT USED: CHAMPION TKO RECEIVER DUAL FREQUENCY, RECEIVING CORRECTIONS FROM THE eGPS VRS NETWORK.
- THE TYPE OF GPS SURVEY PERFORMED WAS A RTK SURVEY USING THE eGPS VRS NETWORK FOR THE GPS CONTROL.
- THE RELATIVE POSITIONAL ACCURACY AS CALCULATED ACCORDING TO THE FEDERAL GEOGRAPHIC DATA COMMITTEE PART 3: NATIONAL STANDARD FOR SPATIAL DATA ACCURACY IS 0.01 FEET HORIZONTAL AND 0.02 FEET VERTICAL AT A 95% CONFIDENCE LEVEL.

GENERAL NOTES:

1: NO UNDERGROUND UTILITIES WERE VERIFIED OR FIELD LOCATED ON THE PROPERTY DEPICTED ON THIS SURVEY PLAT. PRIME CONSULTING SOLUTIONS DOES NOT GUARANTEE THAT ALL EASEMENTS THAT MAY AFFECT THIS PROPERTY ARE SHOWN ON THIS PLAT.

2: ACCORDING TO FLOOD INSURANCE RATE MAP NO. 13185C0110E, DATED: SEPTEMBER 26, 2008 THIS PROPERTY IS LOCATED IN FLOOD ZONE 'X'.

3: THE PURPOSE OF THIS PLAT IS TO PROVIDE A DIVISION SURVEY OF PART OF THAT PROPERTY DESCRIBED IN DEED BOOK 3222 AT PAGE 208 SHOWING LEROY EADY AS THE GRANTEE. PRIME CONSULTING SOLUTIONS, INC. WAS ENGAGED TO PERFORM THIS SURVEY BY MR. WAYNE HESTER.

LINE	BEARING	DISTANCE
L1	S 46°06'36\"	35.10'

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	3961.71'	256.17'	256.12'	S 49°36'57\"	3°42'17\"

SURVEY FOR:

WAYNE HESTER
 LOCATED IN LAND LOT 50
 OF THE 11TH LAND DISTRICT
 OF LOWNDES COUNTY, GEORGIA.

DATE OF FIELD SURVEY:
11 / 6 / 2023 - 01 / 22 / 2024
 DATE OF PLAT:
01 / ?? / 2024



Prime Consulting Solutions

Land Surveying, Land Planning,
Mapping & Consulting Forestry Solutions
 2621 U.S. HIGHWAY 84 EAST
 VALDOSTA, GA 31606
 PH. 229-244-9735
 FAX 229-244-9781
 E.MAIL. horri613@bellsouth.net

THIS IS A SURVEY OF
PART OF
LAND PARCEL 0103
ON TAX MAP 061

I am proposing to rezone a portion of property shown as Land Parcel 0103 062 so that it can be divided and a portion of the property deeded to me. The property is located in an agricultural/forestry and Rural Residential area according to the Greater Lowndes Comprehensive Plan. The proposed zoning meets the suburban characteristics of high to moderate building separation, low pedestrian orientation and a predominately residential use and is consistent with the current zoning in the area. The proposed use also meets the objective as described in Goal 4 Policy 4.6 and Goal 7, Policy 7.5.

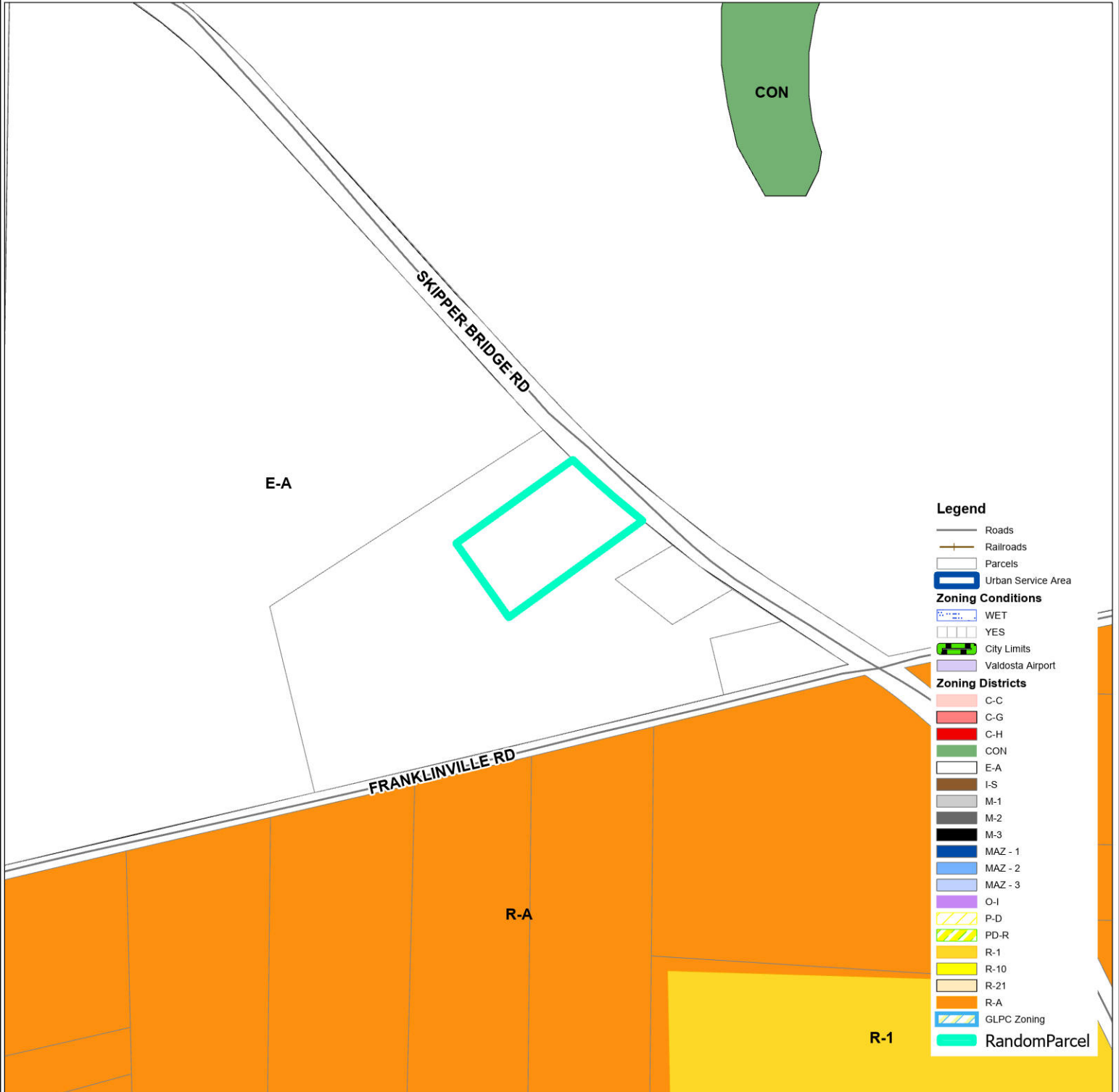
Wayne Hester

REZ-2024-07

Zoning Location Map

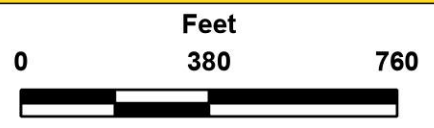
Hester Property
Rezoning Request

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

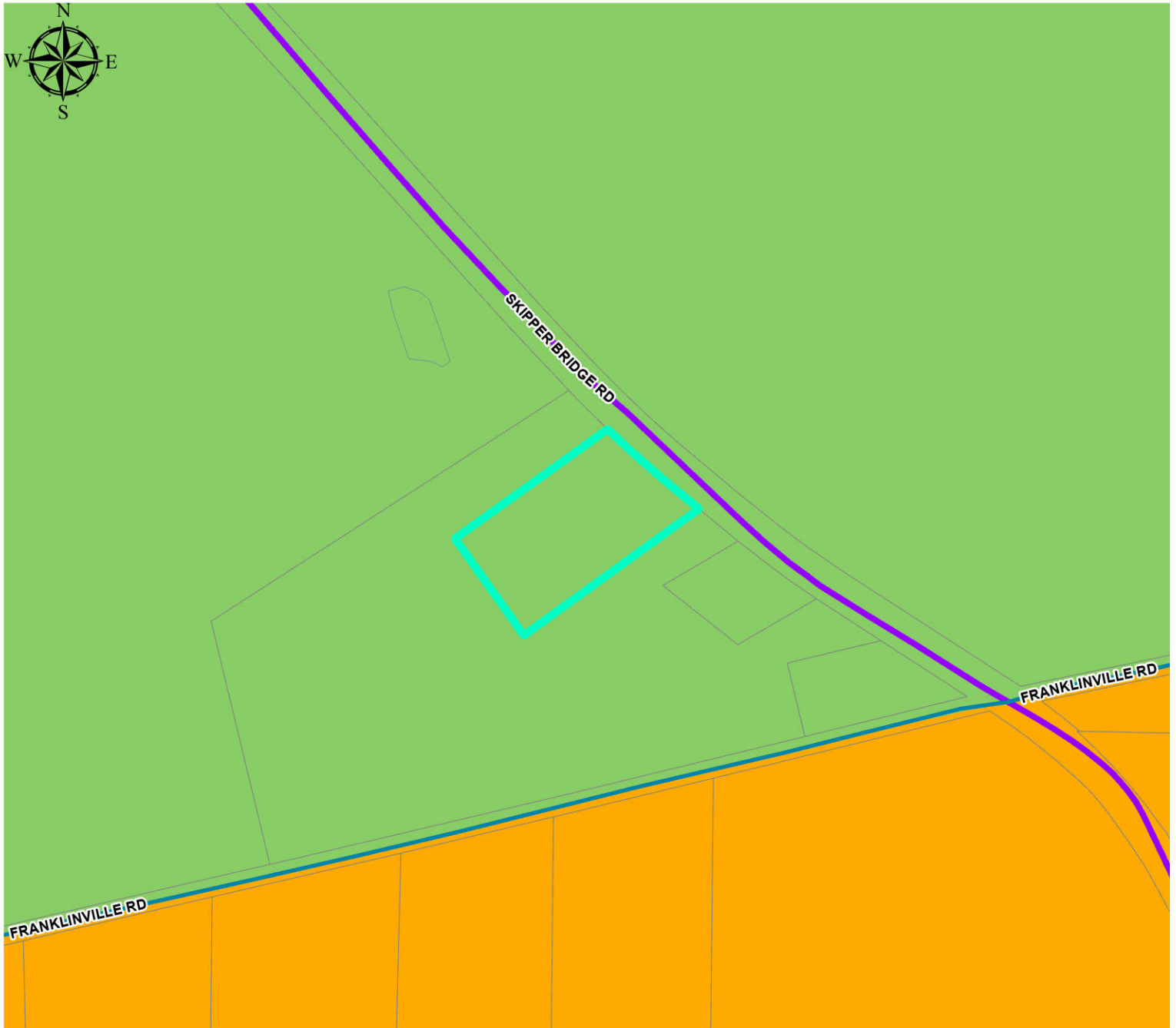


Legend

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



Hester Property Rezoning Request



0 100 200 400
Feet



Roads

Functional Classification

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

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

REZ-2024-07

WRPDO Site Map

Hester Property Rezoning Request

Legend

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



LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: REZ-2024-08 River Road, 4374 River Road, ~15ac, R-21 to P-D, County Utilities

DATE OF MEETING: May 14, 2024

Work
Session/Regular
Session

BUDGET IMPACT: N/A

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: REZ-2024-08 River Road, 4374 River Road, ~15ac, R-21 to P-D, County Utilities

HISTORY, FACTS AND ISSUES: This request represents a change in zoning on the subject property from R-21 (Medium Density Residential) to P-D (Planned Development) zoning to develop a 54-lot subdivision. In 2022, a request to rezone the property from R-21 to R-A was denied by the LCBOC (3-2). The subject property possesses road frontage on River Road, a major collector County Road, and is within the Urban Service Area and Suburban Character Area on the Future Land Use map.

The TRC analyzed the request, the standards governing the exercise of zoning power set forth in 10.01.05 of the ULDC, and factors most relevant to this application, including the rural residential character of the area, the existing low-density land uses and zoning patterns, the availability of County utilities, the topography of the subject property, and the proposed site plan, and therefore recommends approval of the request for P-D with the following conditions:

TRC Conditions:

1. Duplexes (Two-family dwellings) are not allowed
2. Side yard setbacks on all lots – 8’
3. Lot 42 and 54 driveway access from Western property line only
4. When the dwellings are within sixteen (16) feet of each other, fences are not allowed to be constructed in the side yards between them
5. Accessory structures allowed per lot: No more than 2 structures totaling no more than 400sf combined, located in the rear yard only, and no less than 5’ from the side and rear property lines
6. Landscaping/Buffering – Consistent with ULDC 4.07.00, a landscaped buffer of a minimum of four (4) shade trees per 100 linear feet shall be planted around the North, East, and West exterior boundaries, and the Western lot line of Lot 55 (interior green space)
7. No on-street parking allowed

At the GLPC meeting, the applicant spoke in favor of the request, citing population growth, economic

challenges, and affordable workforce housing needs in the area. No one spoke in opposition to the request, though the GLPC had ample discussion regarding the TRC recommended conditions and considerations, the addition of privacy fencing, the proposed setbacks, and the ingress/egress for the development. Ultimately, the GLPC voted (7-1) to recommend Approval with the modified Conditions below:

GLPC Conditions:

1. Duplexes (Two-family dwellings) are not allowed
2. Side yard setbacks on all lots – 6'
3. Lot 42 and 54 driveway access from Western property line only
4. When the dwellings are within sixteen (16) feet of each other, fences may be constructed in the side yard if they begin and extend out from the rear corner of the building.
5. Accessory structures allowed per lot: No more than 2 structures totaling no more than 400sf combined, located in the rear yard only, and no less than 5' from the side and rear property lines
6. Landscaping/Buffering – Consistent with ULDC 4.07.00, a landscaped buffer of a minimum of four (4) shade trees per 100 linear feet shall be planted around the North, East, and West exterior boundaries, and the Western lot line of Lot 55 (interior green space)
7. No on-street parking allowed

Additional considerations include:

1. This is the first substantive attempt to develop a suburban density neighborhood that utilizes water and sewer in the River Road community.
2. Setting a minimum lot size greater than what is currently depicted to allow for the subject property to better fit into the existing community, e.g. 8,000 sqft lots
3. Additional emergency ingress/egress be added through the western stub out along River Rd., or a boulevard style entrance that is approved by both County Engineering and Fire/Rescue
4. Existing houses on R-21 lots connection to County Utilities
5. The proposed location and design of the Cluster Mailbox Unit
6. Providing additional parking spaces to accommodate guests, visitors, and the use of the green space (Table 6.01.03(A) = 20 spaces)
7. Previous development activity of other PD subdivisions in North Lowndes County related to side yard setbacks
8. Utilize a portion of the central greenspace for a shared bus stop area (Covered, Lights, etc.)
9. Providing a future ROW stub-out to the east and/or west to accommodate for future development.
10. Access and utilization of the stormwater detention/greenspace area as an amenity for the neighborhood (trails, picnic shelter, etc.)
11. The setbacks for Lot #1 need to be adjusted e.g. Setback/Zoning/Property Line Adjustment (Northern Line is Exterior).
12. The current site plan exceeds staff's recommended minimums for front yard setbacks: Front yard setbacks on all lots – 35' from centerline of street, and Secondary Front yard setbacks for Corner lots – 28' from centerline of street (Lots 41, 42, 54)

Setbacks from other PD subdivisions in North Lowndes County:

Coventry Villas (Mulligan Rd) – 8' side, 15' front, 15'/30' rear (Rezoned: 2018)

Coventry (Mulligan Rd) – 8' side, 15' front, 15'/30' rear (Rezoned: 2016)

Barrington (Old Pine Rd) – 5' side, 15' front, 30' rear (Rezoned: 2012-2013)

Glen Laurel (Old Pine Rd) – 6' side, 20' front, 20/30' rear (Rezoned: 2010)

Nelson Hill (Val Del Rd) – 5' side, 16' front, 15'/25' rear (Rezoned: 2006)

Northlake (N Valdosta Rd) – 6-8' side, 30' front, 30' rear (Developed: 2006-2007)

Hamilton Pointe (Guest Rd) – 6' side, 30' front, 15' rear (Developed: 1995-1996)

OPTIONS: 1) Approve

2) Approve with Conditions

3) Table

4) Deny

RECOMMENDED ACTION: Board's Pleasure

DEPARTMENT: Planning/Zoning

DEPARTMENT HEAD: JD Dillard

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

Rezoning request for 14.84 acres

Building Valdosta is proposing a 14.84 acre tract to be rezoned to PD. This would include 54 lots designed to accommodate single family dwelling. Homes with no less than 1200 square feet. Each home will have asphalt shingles and vinyl siding. All new homes will meet or exceed home values in the area. This subdivision will help military, retirees, first time buyers, and families deal with rising cost of development and new home prices. Our goal is to build a 3 bedroom, 2 bath, with a 2 car garage for under \$225,000. This site is located within the Pine Grove School districts and close to Moody Air Force Base. County water and sewer is available with water already at site. Below is a list of goals from the Greater Lowndes 2030 Comprehensive plan:

Goal 1. To provide different levels of workforce through the developing phase, along with the construction phase of each home while offering employment opportunities for graduating students, skilled workers, local businesses, along with Real Estate agents, mortgage Lenders and appraisers within the local area. (Policy 3.2 Economic Development)

Goal 2. To support the local businesses in our community by continued purchase of goods and materials needed to construct new homes. During the course of this project, millions of dollars will be brought into the growth of Lowndes County businesses. (Policy 3.2 Economic Development)

Goal 3. To provide affordable and adequate housing options for residents in the area by offering reasonable priced homes in order to increase homeownership. (Policy 3.3 Housing)

Goal 4. To preserve and utilize natural green spaces surrounding the subdivision for the enjoyment of homeowners. (Policy 3.4.1 Natural and Cultural Resources)

Goal 5. To continue to grow a successful subdivision that is diverse in homeowners whether they are retiring and/or just starting out with their first home purchase. (Policy 7.8, Policy 3.4)

Lowndes County Board of Commissions
327 N. Ashley Street
Valdosta, GA 31601

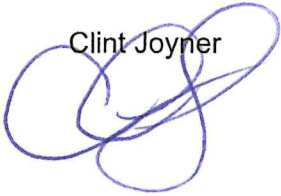
March 28, 2024

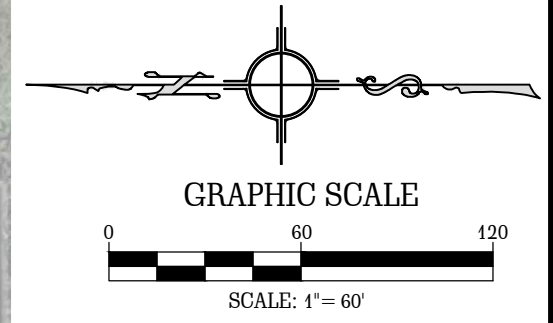
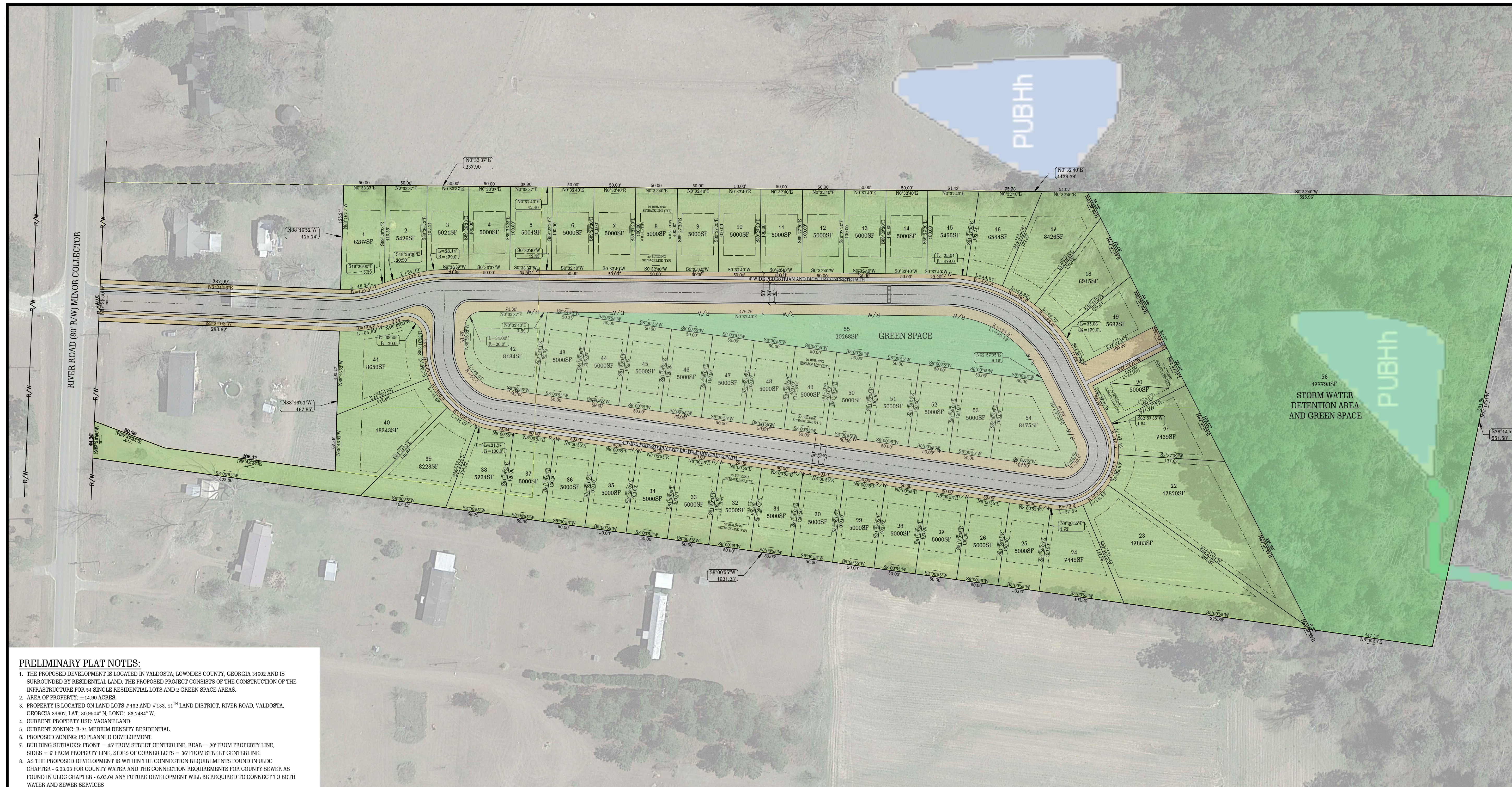
Dear Commissioners:

The intent of this letter is to respectfully request that the planning commission, staff and county Commissioners visit this site before any public meetings are held. Due to extreme land cost and new construction prices, our goal is to be able to develop a new subdivision in the county and to be able to sell new homes for under \$225,000. Thank you in advance for your consideration and taking the time to evaluate this request. If you have any questions or concerns please contact Clint Joyner at 229-251-2990

Respectfully,

Clint Joyner

A handwritten signature in blue ink, consisting of several overlapping loops and curves, positioned to the left of the printed name "Clint Joyner".



REFER TO SHEET C1 FOR GENERAL NOTES

V D W E
VAN DER WATT
ENGINEERING, LLC
 CONSULTING CIVIL ENGINEERS

84 BENT OAK CIRCLE,
 THOMASVILLE, GA 31757-9502
 TEL: (229) 551-0363
 FAX: (229) 227-6593
 E-MAIL: JJ@VDWENGINEERS.COM
 CERT. OF AUTH. GA # PEFO04845

PROJECT:
PROPOSED RESIDENTIAL
SUBDIVISION
 4374 RIVER ROAD
 VALDOSTA, GA 31605

CLIENT:
MR. CLINT JOYNER
 VALDOSTA, GA 31604

DRAWING TITLE:
CONCEPTUAL
SITE PLAN

PROJ. No.:	00-000	DRAWN BY:	jj
DWG NAME:	SITE PLAN.dwg	CHECKED BY:	jj
SCALE:	1" = 60'	DATE:	26 APR 2024

REVISIONS			
NO.	DATE	INITIALS	DESCRIPTION

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SHEET NO.
C4

REGISTERED
 PROFESSIONAL
 ENGINEER
 JOHAN VAN DER WATT

PRELIMINARY PLAT NOTES:

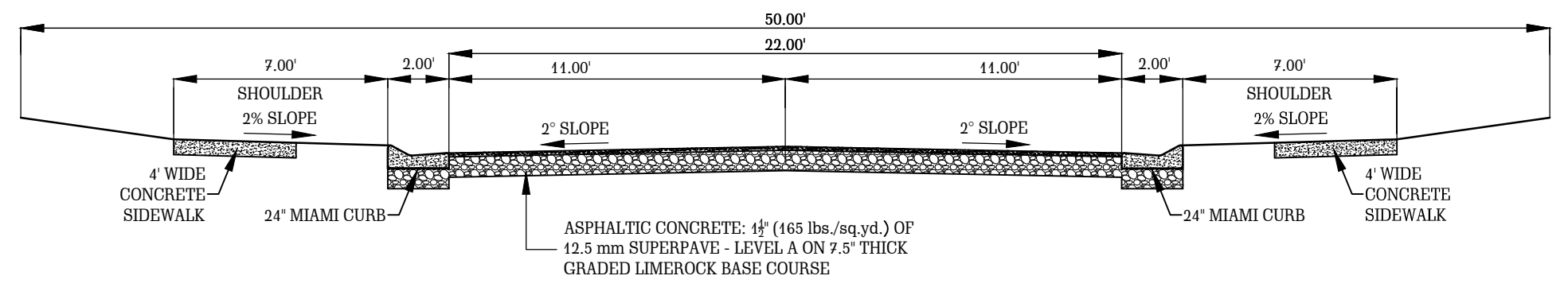
- THE PROPOSED DEVELOPMENT IS LOCATED IN VALDOSTA, LOWNDEN COUNTY, GEORGIA 31602 AND IS SURROUNDED BY RESIDENTIAL LAND. THE PROPOSED PROJECT CONSISTS OF THE CONSTRUCTION OF THE INFRASTRUCTURE FOR 54 SINGLE RESIDENTIAL LOTS AND 2 GREEN SPACE AREAS.
- AREA OF PROPERTY: ± 14.90 ACRES.
- PROPERTY IS LOCATED ON LAND LOTS # 132 AND # 133, 14TH LAND DISTRICT, RIVER ROAD, VALDOSTA, GEORGIA 31602. LAT: 30.9504° N, LONG: 83.2484° W.
- CURRENT PROPERTY USE: VACANT LAND.
- CURRENT ZONING: R-21 MEDIUM DENSITY RESIDENTIAL.
- PROPOSED ZONING: PD PLANNED DEVELOPMENT.
- BUILDING SETBACKS: FRONT = 45' FROM STREET CENTERLINE, REAR = 20' FROM PROPERTY LINE, SIDES = 6' FROM PROPERTY LINE, SIDES OF CORNER LOTS = 36' FROM STREET CENTERLINE.
- AS THE PROPOSED DEVELOPMENT IS WITHIN THE CONNECTION REQUIREMENTS FOUND IN ULDC CHAPTER - 6.03.03 FOR COUNTY WATER AND THE CONNECTION REQUIREMENTS FOR COUNTY SEWER AS FOUND IN ULDC CHAPTER - 6.03.04 ANY FUTURE DEVELOPMENT WILL BE REQUIRED TO CONNECT TO BOTH WATER AND SEWER SERVICES.
- SANITARY SEWER WILL BE PROVIDED BY MEANS OF AN D/ONE SYSTEM WHICH WILL BE CONNECTED TO THE EXISTING SYSTEM IN CAT CREEK ROAD.
- WATER WILL BE SUPPLIED BY CONNECTING TO THE EXISTING WATER MAIN IN RIVER ROAD.
- ALL WORK SHALL BE DONE IN ACCORDANCE WITH LOWNDEN COUNTY STANDARDS AND SPECIFICATIONS.
- CONTRACTOR SHALL NOTIFY THE COUNTY ENGINEER AT LEAST 24 HOURS PRIOR TO THE BEGINNING OF CONSTRUCTION.
- CONTRACTOR SHALL NOTIFY THE LOWNDEN COUNTY UTILITIES DEPARTMENT AT LEAST 24 HOURS PRIOR TO ANY CONNECTION TO THE LOWNDEN COUNTY UTILITY SYSTEM.
- ALL EXTENSIONS AND ADDITIONS TO THE COUNTY UTILITY SYSTEM SHALL BE PERFORMED BY A GEORGIA LICENSED UTILITY CONTRACTOR.
- A MINIMUM OF 18" OF VERTICAL AND 10' OF HORIZONTAL SEPARATION SHALL BE MAINTAINED BETWEEN ALL UTILITIES.
- ANY CROSS CONNECTION TO THE LOWNDEN COUNTY WATER SYSTEM IS PROHIBITED.
- ALL T'S AND BENDS SHALL BE DUCTILE IRON.
- FUTURE DEVELOPMENT WILL BE GOVERNED BY THE STANDARDS ASSOCIATED WITH SUBURBAN DENSITY RESIDENTIAL DISTRICT DEVELOPMENT (R-10) ZONING.
- I CERTIFY THERE ARE NO DWELLING, 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)).
- PROJECT OWNER / PERMITTEE / 24 HOUR CONTACT:
 OWNER: MR. CLINT JOYNER
 231 NORTHSIDE DRIVE
 VALDOSTA, GA 31602
 CONTACT: MR. CLINT JOYNER
 TEL: (229) 254-2990
- LOWNDEN COUNTY ENGINEERING DEPARTMENT CONTACT INFORMATION
 MIKE FLETCHER, P.E., COUNTY ENGINEER
 827 N. ASHLEY STREET
 VALDOSTA, GA 31601
 (229) 671-2421
- LOWNDEN COUNTY UTILITY DEPARTMENT CONTACT INFORMATION
 STEVE STALVY, UTILITIES DIRECTOR
 827 N. ASHLEY STREET
 VALDOSTA, GA 31601
 (229) 671-2501

NOTES REGARDING LOTS ADJACENT TO WETLANDS:
 (WILL BE REQUIRED ON FSD)

- FOR ALL NEWLY PLATTED LOTS THAT ARE ADJACENT TO WETLANDS, FLOODPLAIN, DRAINAGE DITCHES, DETENTION PONDS, OR ANY AREAS FORMERLY DELINEATED AS ANY OF THE ABOVE, THE FOLLOWING SHALL BE PROVIDED:
 - A BENCHMARK SHALL BE ESTABLISHED AT THE FRONT PROPERTY CORNER FOR EVERY LOT.
 - A HIGH WATER MARK OR HYDROLOGIC ANALYSIS SHALL BE REQUIRED TO ESTABLISH THE 100-YEAR FLOOD ELEVATION FOR THE LOT.
 - A MINIMUM FINISHED FLOOR ELEVATION SHALL BE ESTABLISHED FOR THE LOT AT A MINIMUM OF TWO (2) FEET ABOVE THE ESTABLISHED 100-YEAR FLOOD ELEVATION FOR THE LOT.
 - PRIOR TO ANY INSPECTIONS BEING PERFORMED AND SIGNED-OFF ON, A REGISTERED LAND SURVEYOR SHALL CERTIFY THAT THE PROPOSED FINISHED FLOOR OF THE BUILDING IS AT OR ABOVE THE MINIMUM FINISHED FLOOR ELEVATION ESTABLISHED ON THE FINAL PLAT.
 - A MINIMUM OF TWO (2) SOIL BORINGS, ONE ON EACH SIDE OF THE PROPOSED FOUNDATION OF THE BUILDING, SHALL BE PROVIDED TO DETERMINE THE SEASONAL HIGH WATER TABLE.
- IF THE SEASONAL HIGH WATER TABLE IS LESS THAN ONE (1) FOOT FROM THE BOTTOM OF THE FOOTER ELEVATION, A SUBSURFACE DRAINAGE SYSTEM IS REQUIRED TO BE INSTALLED. THIS SYSTEM SHALL BE DESIGNED BY THE PROFESSIONAL ENGINEER.

NOTES REGARDING HOMES, PARKING AND GREEN SPACES:

- PROPOSED HOME SIZE = 1,200 TO 1,500 SQUARE FEET, WITH 1- OR 2-CAR GARAGES.
- MINIMUM LOT SIZE = 5,000 SF.
- AVERAGE LOT SIZE = 6,252 SF.
- AVERAGE LOT WIDTH = 50 FT.
- TOTAL NUMBER OF RESIDENTIAL LOTS = 54, WHICH IS 5.62 LOTS PER ACRE.
- PARKING WILL BE PROVIDED FOR 2 CARS PER HOME, EXCLUDING THE GARAGE.
- THE TOTAL AREA OF THE RESIDENTIAL LOTS IS 2.75 ACRES, WHICH IS 52.0% OF THE UNIMPROVED TRACT.
- THE GREEN SPACE LOT #55 IS 0.47 ACRES, WHICH IS 8.1% OF THE UNIMPROVED TRACT.
- THE STORM WATER DETENTION AND GREEN SPACE LOT #56 IS 4.08 ACRES, WHICH IS 27.4% OF THE UNIMPROVED TRACT.
- THE TOTAL AREA OF THE ROAD RIGHT-OF-WAY IS 2.60 ACRES, WHICH IS 17.5% OF THE UNIMPROVED TRACT.
- THE TOTAL PERCENTAGE OF GREEN AREA IS 50.5%.



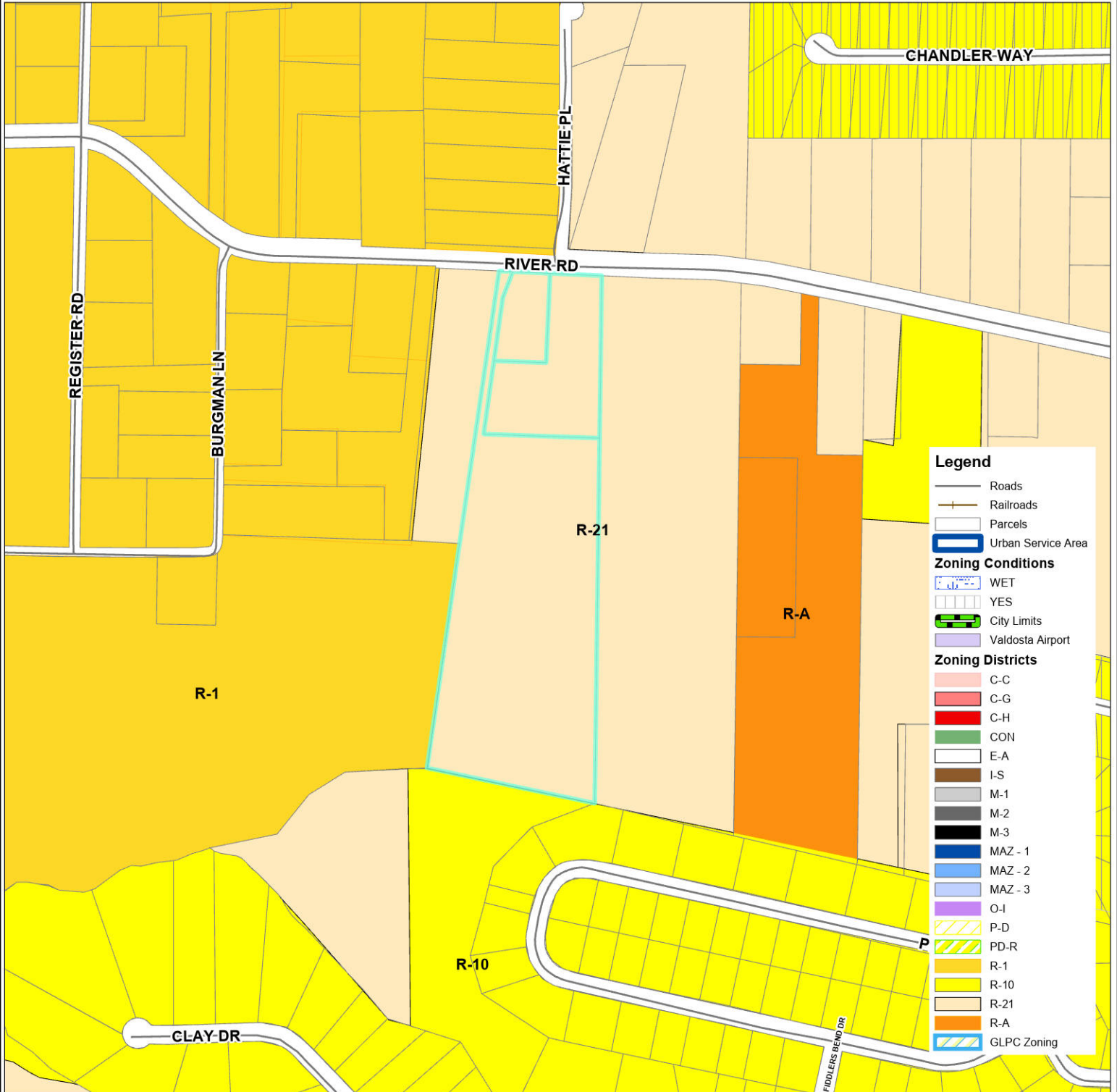
TYPICAL ROAD SECTION LOCAL ROADS IN
RESIDENTIAL AREAS WITH 24" MIAMI CURBS
 SCALE: 1" = 5'

REZ-2024-08

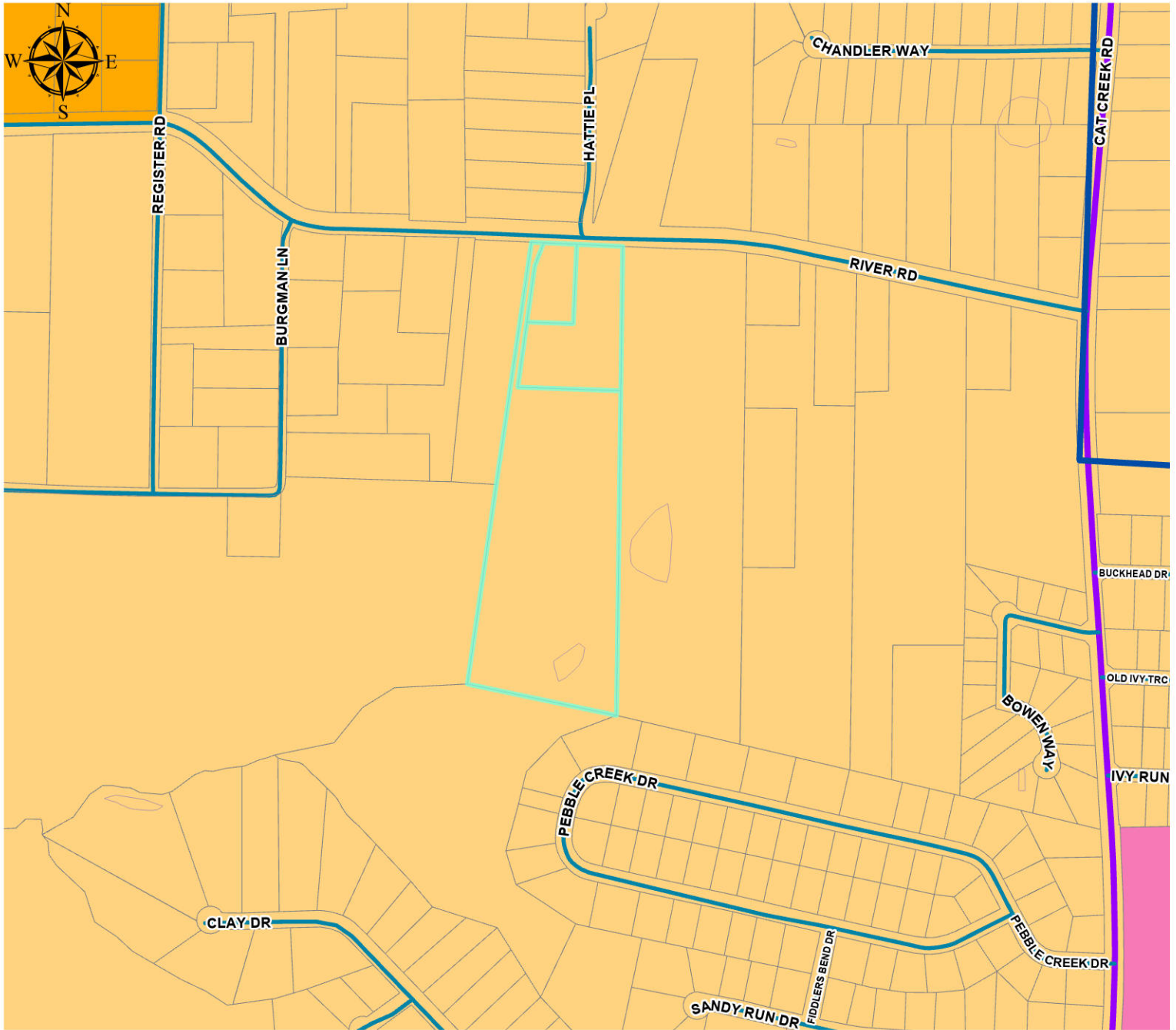
Zoning Location Map

River Road
Rezoning Request

CURRENT ZONING: R-21
PROPOSED ZONING: P-D



River Road Rezoning Request



Roads

Functional Classification

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

Character Areas

- Agriculture / Forestry
- Community Activity Center
- Downtown
- Established Residential
- Industrial Activity Center
- Industrial Area

Legend

- Institutional Activity Center
- Linear Greenspace/Trails
- Mill Town
- Moody Activity Zone
- Neighborhood Activity Center
- Park/Recreation/Conservation
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- Rural Activity Center
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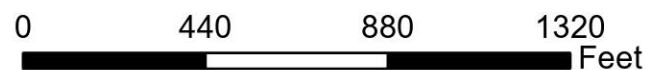
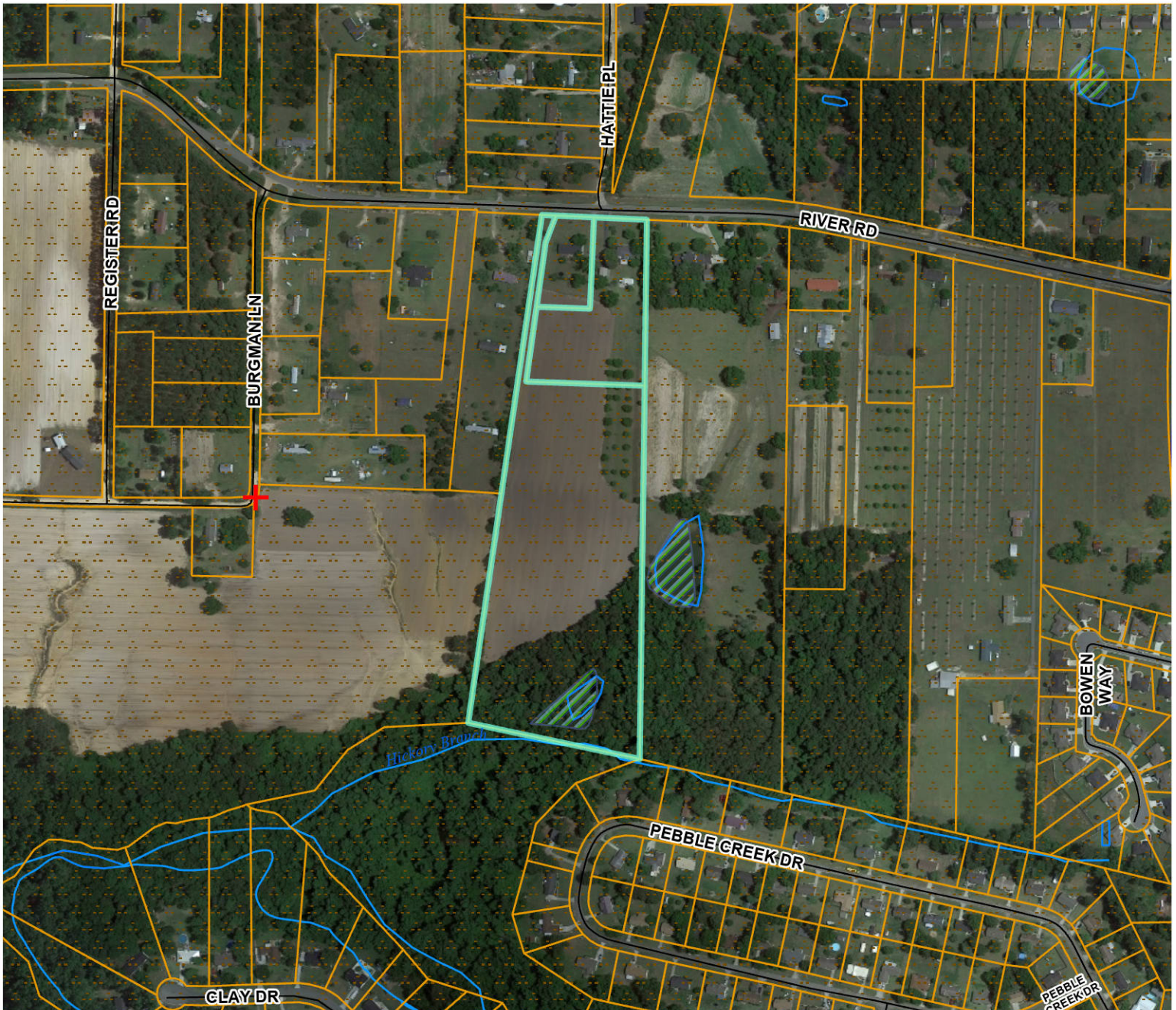
REZ-2024-08

WRPDO Site Map

River Road Rezoning Request

Legend

- | | | |
|----------------------|--------------------|-----------|
| — Roads | □ Open Water | □ Parcels |
| — Railroads | □ Valdosta Airport | |
| 🌳 Park | ▨ Wetlands | |
| 🏙️ City Limits | 🌊 100 Yr Flood | |
| 🚗 Crashzone | 🌊 Hydrology | |
| 🌊 Crashzone West | 🏠 Drastic | |
| 🏠 Urban Service Area | 🌊 Recharge Areas | |



LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: REZ-2024-09 Dasher Grove Subdivision, A portion of (0072 191) ~193ac, R-1 to R-1, R-10 & C-G, County Utilities

DATE OF MEETING: May 14, 2024

Work
Session/Regular
Session

BUDGET IMPACT: N/A

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: REZ-2024-09 Dasher Grove Subdivision, A portion of (0072 191) ~193ac, R-1 to R-1, R-10 & C-G, County Utilities

HISTORY, FACTS AND ISSUES: This request represents a change in zoning on the subject property from R-1 (Low Density Residential) zoning to R-1 (Low Density Residential) on ~49ac, R-10 (Suburban Density Residential) on ~130ac and C-G (Commercial General) zoning on ~32ac abutting Val Del Road. The general motivation in this case is for the applicant to continue the development of the adjoining Grove Pointe Subdivision, per the master plan from 2002. The subject property possesses road frontage on Val Del Road and Dasher Grove Road, a major collector and local County Road respectively, and is within the Urban Service Area and Suburban Character Area.

The TRC analyzed the request, the standards governing the exercise of zoning power set forth in 10.01.05 of the ULDC, and factors most relevant to this application, including the adjoining suburban land uses and zoning patterns, the various wetland locations, the availability of County utilities, and the future road improvements to Val Del, and therefore recommends approval of the request for R-1, R-10 and C-G zoning as depicted on the Dasher Grove Conceptual Layout dated 3/21/2024 with the following conditions:

1. All lots shall front interior roads.
2. The owner of the subject property shall provide public road vehicular access to and from Val-Del Road within 120 days of the recording on the real estate records of the Clerk of the Superior Court of Lowndes County of a plat or plats of a portion or portions of the subject property which include a total of 120 or more residential lots.

At the GLPC meeting, two members of the Grove Pointe Subdivision spoke in opposition, mainly raising concerns regarding traffic and potential impacts on the existing amenities for the residents. The applicants spoke in favor of the request, and agreed that the TRC conditions were appropriate, though they would prefer to increase the lot count requirement of Condition 2 in order to make the overall project viable.

The GLPC then discussed the concerns raised by the residents and the applicants, along with traffic concerns along Val Del, before making an initial motion to recommend denial, which failed (2-6), and ultimately

motioning to recommend Approval with Conditions, and increasing the lot count of Condition 2 to 200 lots, which passed (6-2).

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

RECOMMENDED ACTION: Board's Pleasure

DEPARTMENT: Planning/Zoning

DEPARTMENT HEAD: JD Dillard

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:



±192.85 ACRES
TOTAL PROJECT
AREA

THE VAL DEL
VILLAS

ALLURE LANE

SUSANNAH CIRCLE

AZALEA COMMONS

VAL DEL ROAD

FUTURE
(C-G)
COMMERCIAL

120' POWER EASEMENT

NELSON HILL PLACE

GREEN SPACE

WETLANDS
FROM NWI

44' RIGHT OF WAY RESERVED FOR
CONNECTION TO FUTURE
DEVELOPMENT

WETLANDS
FROM NWI

FUTURE
DEVELOPMENT

GROVE
POINTE
PHASE 5

DASHER GROVE ROAD

GROVE
POINTE
PHASE 6



AES PROJECT NUMBER	
62017	
DATE OF PLANS	
3/21/24	
REVISIONS	
NO.	DATE DESCRIPTION

DASHER GROVE ROAD DEVELOPMENT
PRIME PROPERTIES
CONCEPTUAL LAYOUT

LOWNDES COUNTY,
GEORGIA



SHEET
1 OF 1

HATCH LEGEND:

	194 LOTS (80'X145') R-10 TYPICAL LOT SIZE ±100.30 ACRES		82 LOTS (80' X 125') R-10 TYPICAL LOT SIZE ±30.26 ACRES
	FUTURE DEVELOPMENT ±48.90 ACRES		FUTURE C-G (COMMERCIAL) ±31.85 ACRES

April 9, 2024

Electronic Mail to: jdillard@lowndescounty.com

Lowndes County, Planning and Zoning Director
Attn: JD Dillard
327 N. Ashley St
2nd Floor
Valdosta, Georgia 31601

RE: LETTER OF INTENT in relation to Dasher Grove Subdivision Application for Rezoning from R-1 to R-10 & C-G for the property located off Val Del Rd. and Dasher Grove Rd., Valdosta, Lowndes County, Georgia

I, Howard Dasher (“Applicant”) in connection with its application for rezoning approval (the “Application”). This Letter of Intent is intended to supplement the Application and be incorporated therein.

The Applicant is seeking Lowndes County approval to rezone the property commonly known as parcel 0072 191 located on Dasher Grove Rd, in Valdosta, Lowndes County, Georgia, from R-1 (Low Density Residential) to R-10 (Suburban Density Residential) and R-1 (Low Density Residential) to C-G (General Commercial).

Subject Property – General Information

The total acreage for parcel # 0072 191 is 358.14. The subject property total to be rezoned for is 192.85 acres; 130.56 acres for residential development, 31.85 acres for commercial use and remaining acreage are wetlands. Upon rezoning approval, a new plat will be submitted for review and approval.

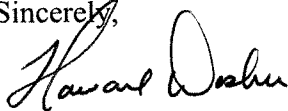
The Parcel is currently zoned R-1 (Low Density Residential). It is located off Val Del Rd., is vacant/undeveloped and is owned by Howard Dasher.

Proposed Use

If approved for rezoning, Applicant will construct 276 single-family residential lots for development (orange) and a portion (yellow) commercial for future development on parcel 0072 191.

I look forward to working the Community Development team, the Planning Commission, and the City Council, and are happy to answer any questions or address any concerns.

Sincerely,



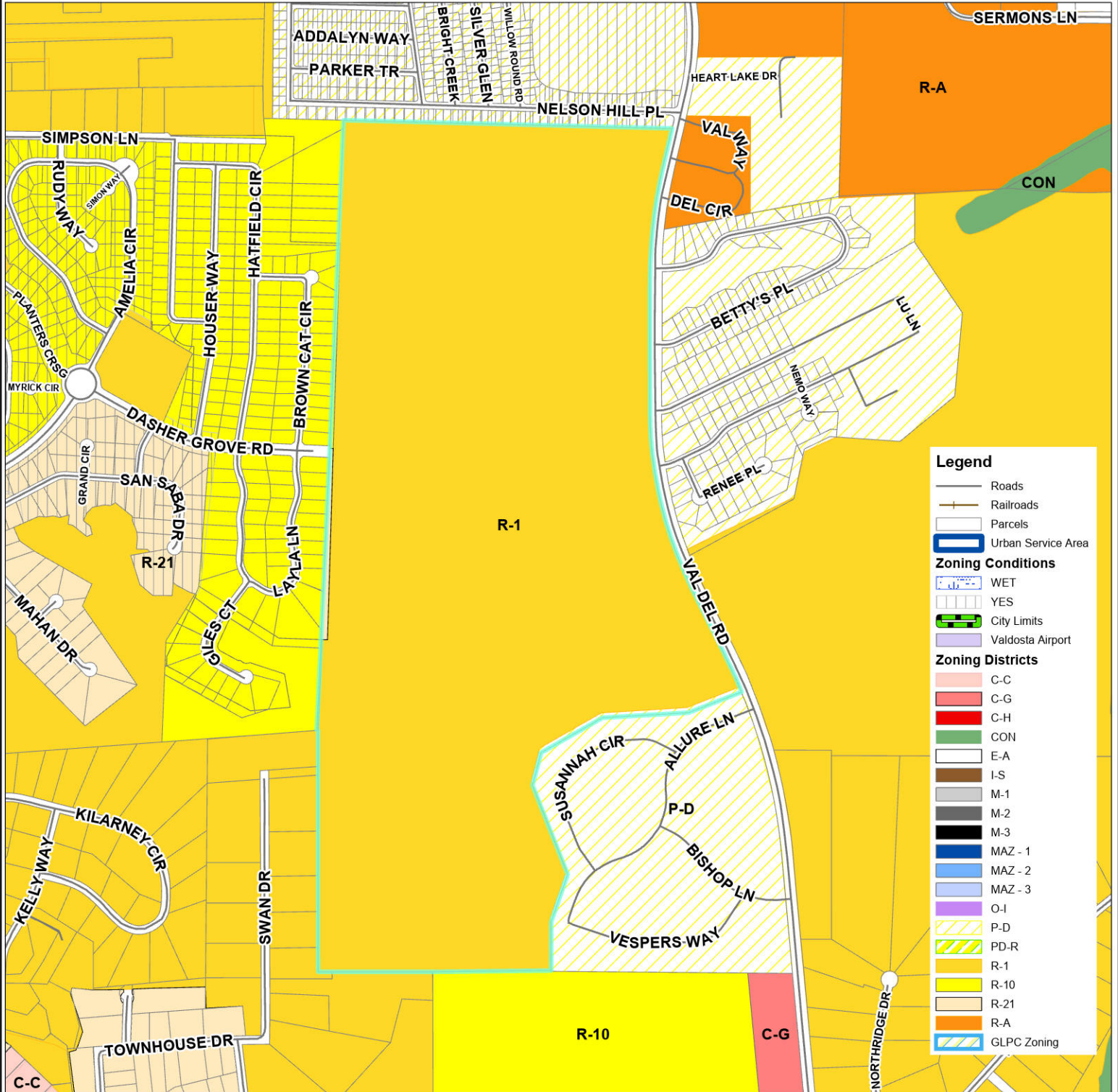
Howard Dasher

REZ-2024-09

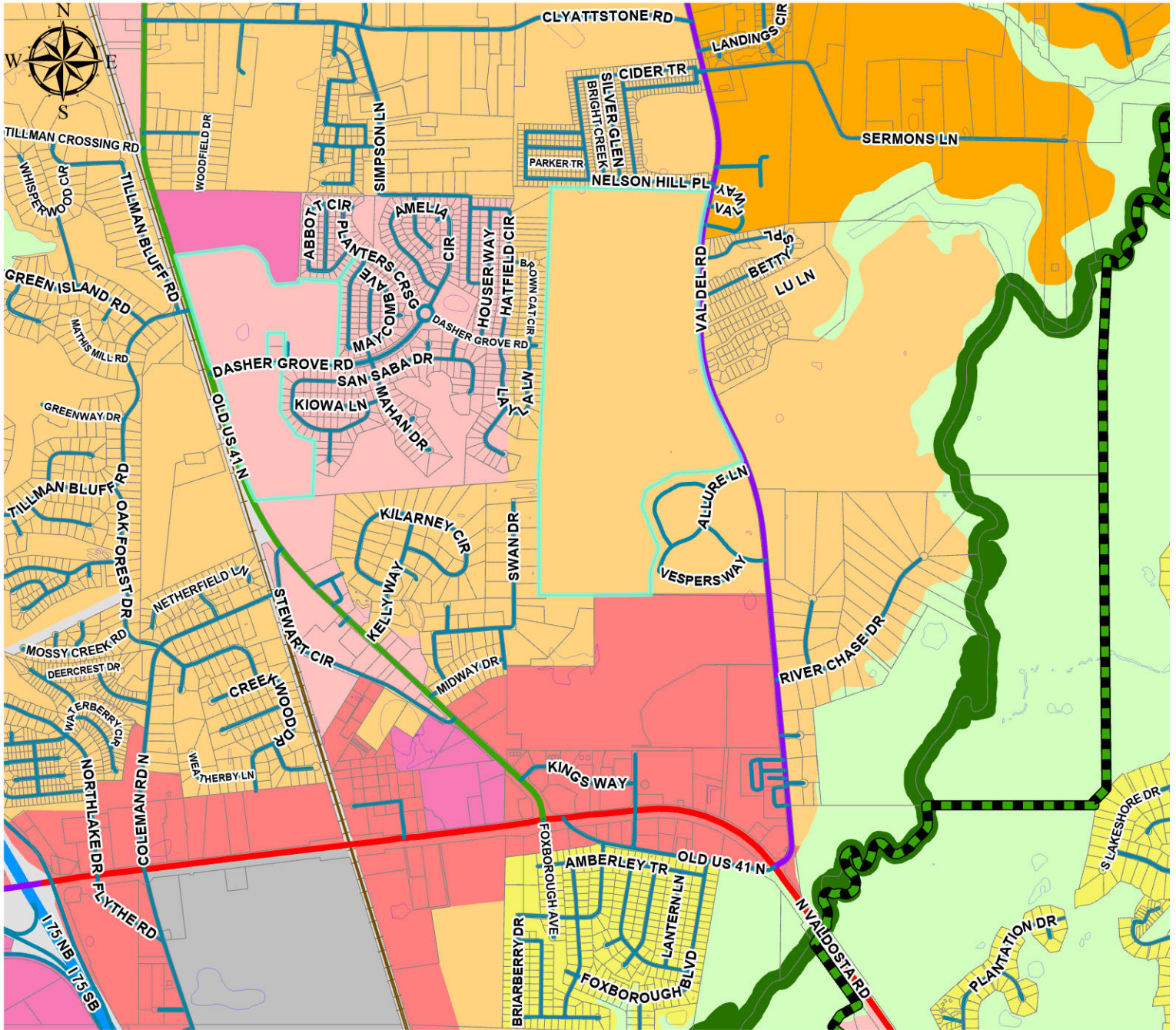
Zoning Location Map

Dasher Grove
Rezoning Request

CURRENT ZONING: R-1
PROPOSED ZONING: R-10, C-G, R-1



Dasher Grove Subdivision Rezoning Request



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

- Character Areas**
- Agriculture / Forestry
 - Community Activity Center
 - Downtown
 - Established Residential
 - Industrial Activity Center
 - Industrial Area

Legend

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



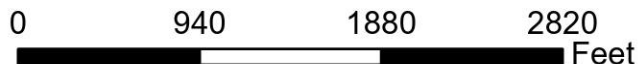
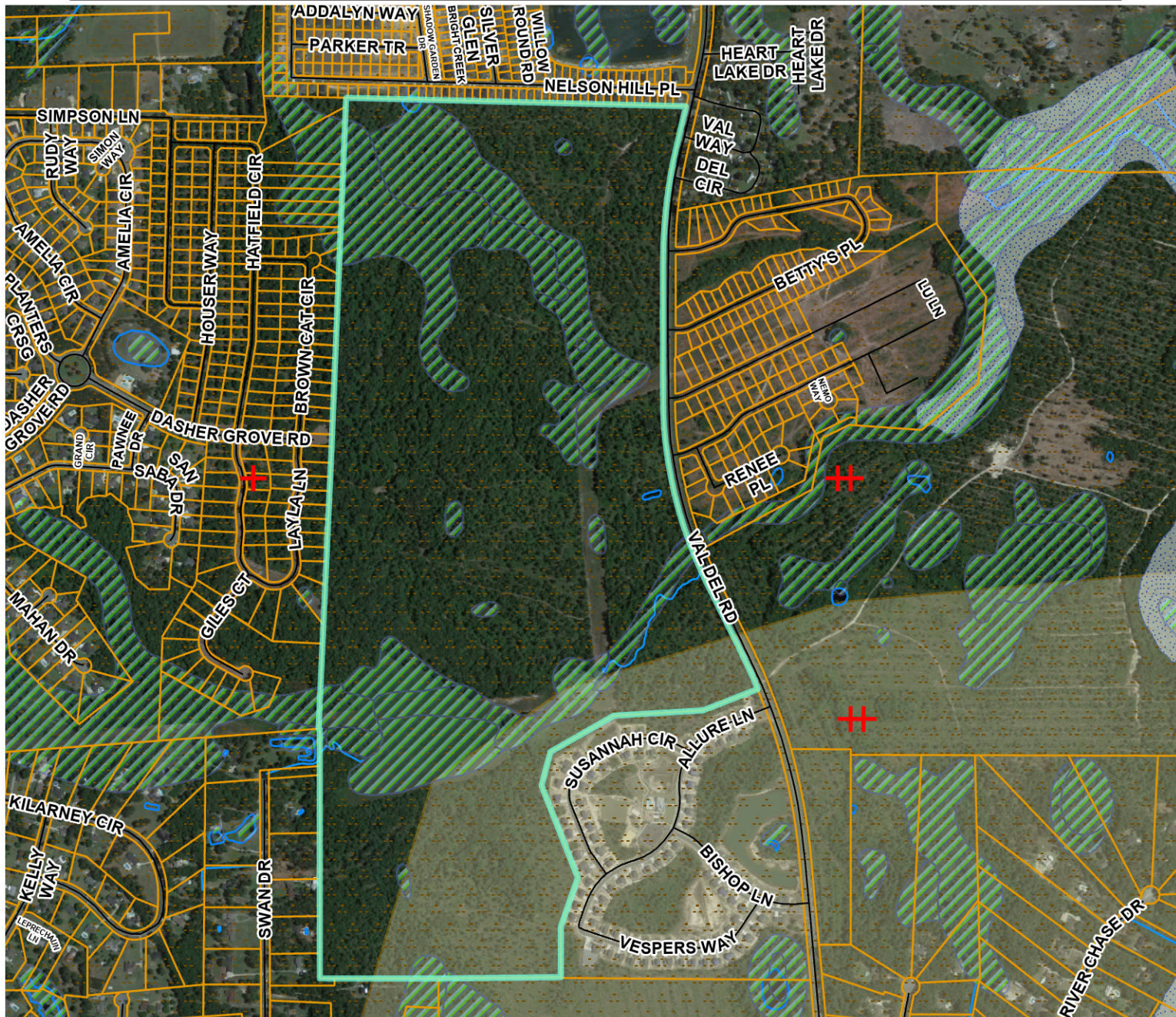
REZ-2024-09

WRPDO Site Map

Dasher Grove Rezoning Request

Legend

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



LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: REZ-2024-10 Mineola Holding, LLC, 3974 Old US HWY 41
~0.69ac, R-21 to O-I, County Utilities

DATE OF MEETING: May 14, 2024

Work
Session/Regular
Session

BUDGET IMPACT: N/A

FUNDING SOURCE:

- () Annual
- () Capital
- (X) N/A
- () SPLOST
- () TSPLOST

COUNTY ACTION REQUESTED ON: REZ-2024-10 Mineola Holding, LLC, 3974 Old US HWY
41 ~0.69ac, R-21 to O-I, County Utilities

HISTORY, FACTS AND ISSUES: This request represents a change in zoning on the subject property from R-21 (Medium Density Residential) zoning to O-I (Office Institutional) zoning. The general motivation in this case is for the applicant to develop the property with compatible O-I uses. The subject property possesses road frontage on Old US HWY 41 and Kelly Way, an arterial and local County Road respectively, and is within the Urban Service Area, Old US 41 Corridor Overlay, and Suburban Character Area.

The TRC analyzed the request, the standards governing the exercise of zoning power set forth in 10.01.05 of the ULDC, and factors most relevant to this application, including the adjoining suburban and commercial land uses and zoning patterns, the availability of County utilities, the existing landscaping and buffering, and therefore recommends approval of the request for O-I zoning, with one condition; the existing vegetation along Kelly Way and the northeastern property line shall remain undisturbed, and if damaged during development, shall be replaced in accordance with Section 4.07.06 of the ULDC.

Table 4.07.06(C). Buffer Area Standards.

Proposed Land Use	Adjacent Zoning district	Minimum Buffer Area*
Intensive Service or Industrial	E-A, R-A, CON, R-1, R-21, R-10, MAZ Residential	40 feet*
Multi-family, Commercial or Mixed-use areas	E-A, R-A, CON, R-1, R-21, R-10, MAZ Residential	30 feet*
Office or Institutional	E-A, R-A, CON, R-1, R-21, R-10, MAZ Residential	20 feet*

* The installation of a 6' to 8' opaque fence enables the buffer area to be decreased by 50% and the buffer landscaping requirement to be decreased by 25%. For example, with the installation of an 8' fence a 30' buffer area with 4 shade trees and 25 shrubs per 100 linear feet can be reduced to 15 feet with 3 shade trees and 19 shrubs per 100 linear feet.

The GLPC heard the request at their April meeting, and from the applicant's representative who spoke in favor of the request while acknowledging the TRC's recommended condition, before voting unanimously (8-0) to recommend Approval with the Condition as stated.

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

RECOMMENDED ACTION: Board's Pleasure
Option 2

DEPARTMENT: Planning/Zoning

DEPARTMENT HEAD: JD Dillard

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:



Langdale Vallotton, LLP

1007 N. Patterson Street | Valdosta, Georgia 31601
Tel: (229) 244-5400 | www.langdalelaw.com

William C. Nijem, Jr.

Direct Dial: (229) 588-7118
bnijem@langdalelaw.com

LV File No. 240070/BN

March 21, 2024

Mr. J.D. Dillard
Planning and Zoning Director
Lowndes County, Georgia
327 N. Ashley Street, 2nd Floor
Valdosta, Georgia 31601
Via E-Mail to: jdillard@lowndescounty.com

RE: Proposed Rezoning of 3974 Old U.S. Highway 41, Valdosta, Lowndes County, Georgia (the "Property") from R-21 to OI.

Dear Mr. Dillard:

Our firm represents Mineola Holding Company, LLC ("Mineola"), the Property owner, in connection with the above referenced zoning matter. This rezoning application is being filed to rezone the Property from its current Medium Density Residential (R-21) zoning classification to Office Institutional (OI) for the purpose of developing office institutional approved space on the Property. Rezoning the Property to OI is appropriate to provide for the development of business and professional facilities that will benefit the surrounding residential and commercial communities.

The Property sits on the intersection of Old U.S. Highway 41 and Kelly Way. The Property abuts a parcel zoned Crossroads Commercial (C-C) and sits directly across from parcels zoned General Commercial (C-G). While the Property also abuts and sits on Kelly Way directly across from parcels zoned Low Density Residential (R-1), the existing vegetation along Kelly Way, which Mineola intends to keep, will serve to buffer such adjacent residences. Mineola also intends to use the existing curb-cut off of Old U.S. Highway 41 to access the Property and is not seeking an access drive off of Kelly Way, unless required by the County.

Further, the proposed rezoning is compatible with the Greater Lowndes Comprehensive Plan (the "Plan") as the Plan classifies the Property as Suburban Character Area within which OI zoning is permitted. The Plan also provides that new development in the Suburban Character Area should be master-planned with mixed uses, including blending residential developments with businesses and services.

Please find enclosed the Unified Land Development Code Application for rezoning along with a boundary survey, a list of adjacent property owners, and a check in the amount of \$634.76. Please let us know if you need any additional information or if there are any additional fees. If you should have any questions, please do not hesitate to contact me.

Very Truly Yours,

LANGDALE VALLOTTON, LLP

A handwritten signature in blue ink, appearing to read "William C. Nijem, Jr.", is written over the typed name.

William C. Nijem, Jr.

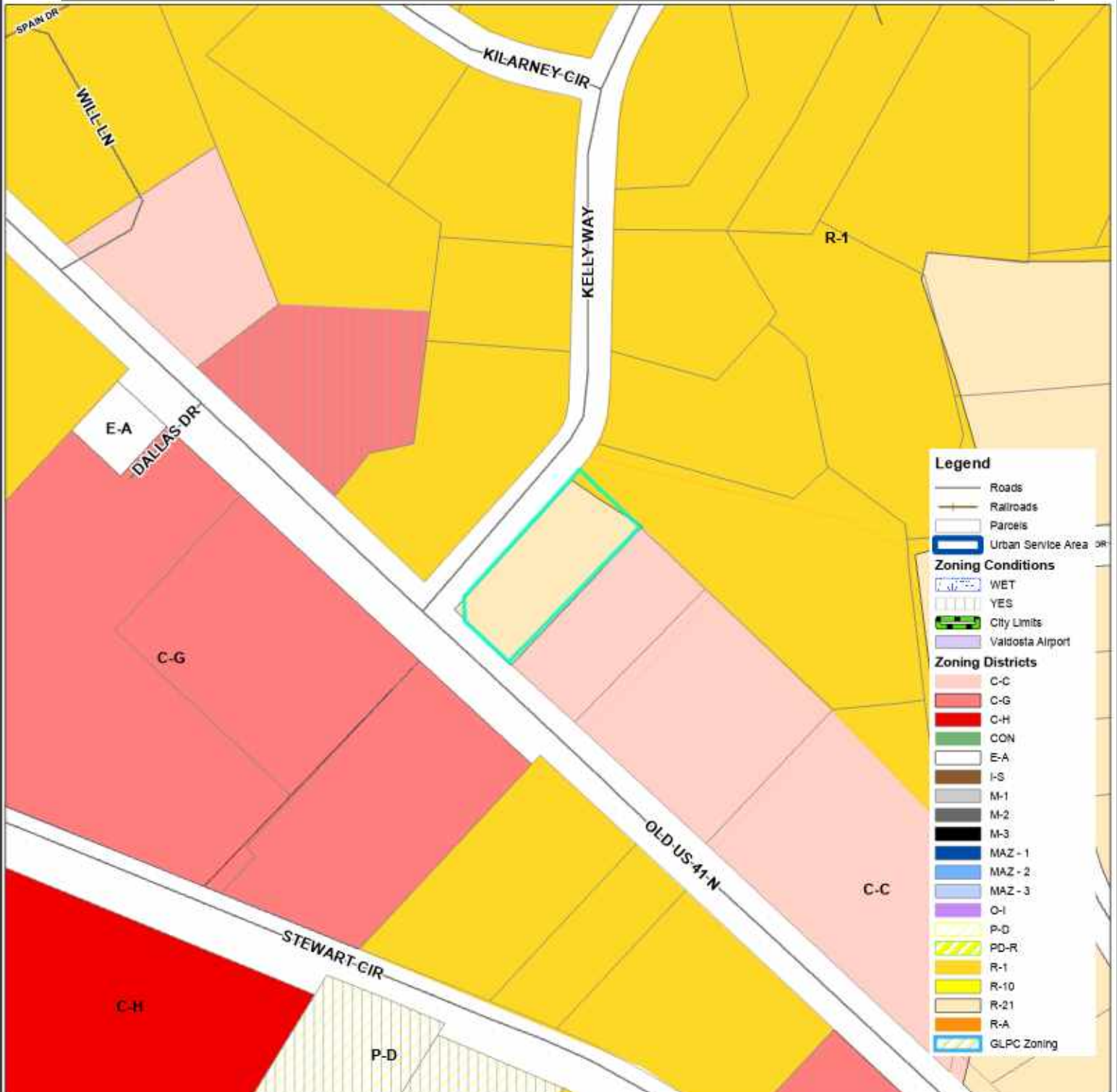
Enclosures
WCNjr/hd

REZ-2024-10

Zoning Location Map

Mineola Holding
Rezoning Request

CURRENT ZONING: R-21
PROPOSED ZONING: O-I



Legend

- Roads
- Railroads
- Parcels
- Urban Service Area

Zoning Conditions

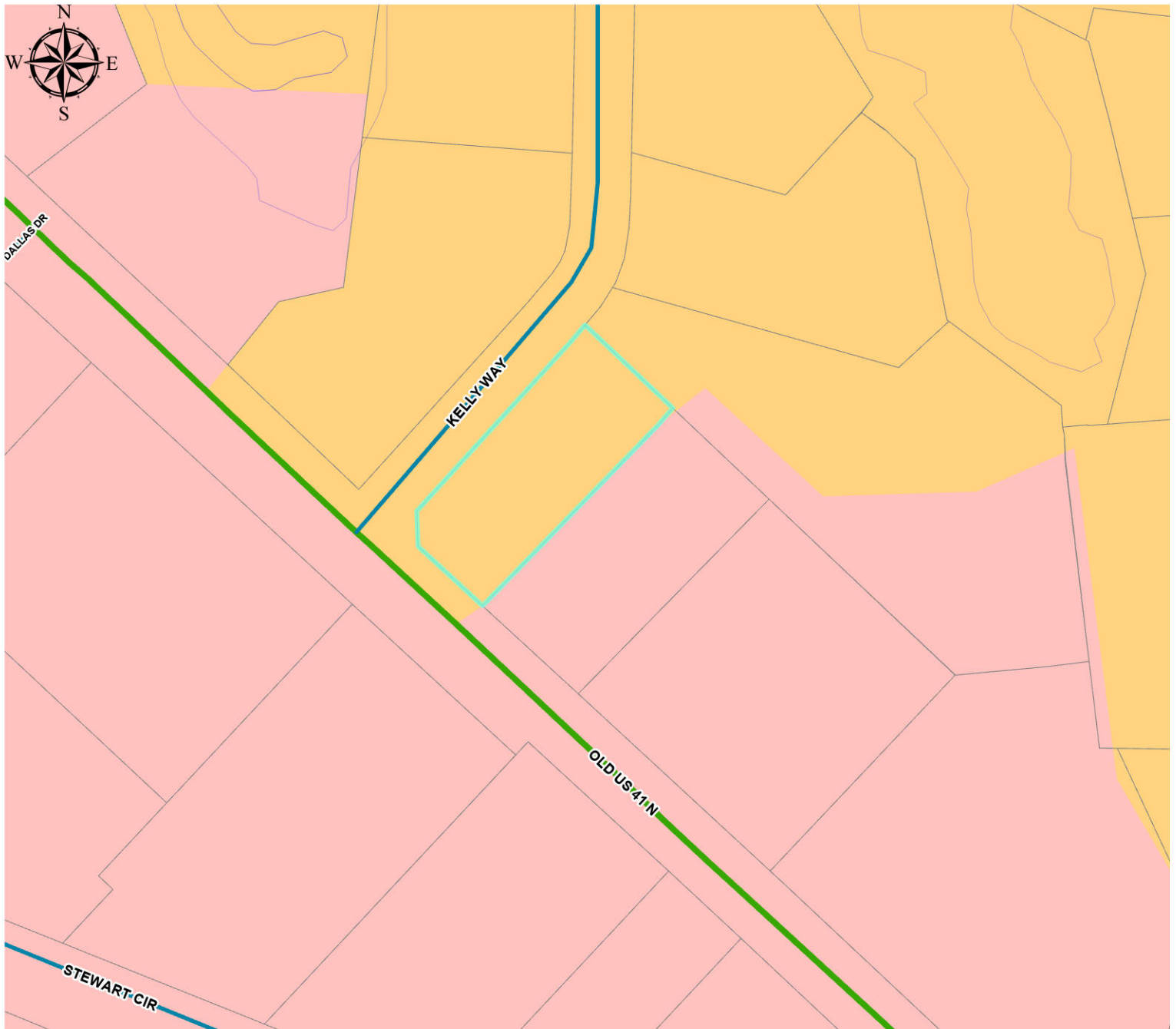
- WET
- YES
- City Limits
- Valdosta Airport

Zoning Districts

- C-C
- C-G
- C-H
- CON
- E-A
- I-S
- M-1
- M-2
- M-3
- MAZ - 1
- MAZ - 2
- MAZ - 3
- O-I
- P-D
- PD-R
- R-1
- R-10
- R-21
- R-A
- GLPC Zoning



Mineola Holding Rezoning Request



Roads

Functional Classification

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

Character Areas

- Agriculture / Forestry
- Community Activity Center
- Downtown
- Established Residential
- Industrial Activity Center
- Industrial Area

Legend

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

REZ-2024-10

WRPDO Site Map

Mineola Holding Rezoning Request

Legend

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



LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: REZ-2024-11 Quarterman Estates Ph. 5 4448, 4450, 4454
Whitewater Rd. ~3.66ac,R-1 & R-21 to R-10, County Utilities

DATE OF MEETING: May 14, 2024

Work
Session/Regular
Session

BUDGET IMPACT: N/A

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: REZ-2024-11 Quarterman Estates Ph. 5 4448, 4450,
4454 Whitewater Rd. ~3.66ac,R-1 & R-21 to R-10, County Utilities

HISTORY, FACTS AND ISSUES: This request represents a change in zoning on the subject property from R-1 (Low Density Residential) and R-21 (Medium Density Residential) zoning to R-10 (Suburban Density Residential) zoning. The general motivation in this case is for the applicant to unify the zoning for the Quarterman Estates Subdivision. The subject property possesses road frontage on Whitewater Road, a major collector County Road, and is within the Urban Service Area and Suburban Character Area.

The subject parcels were originally rezoned in 2005 and 2006 to R-15 zoning, which was replaced with R-21 and R-1 zonings in 2006 with the adoption of the ULDC and the updated zoning classifications.

The TRC analyzed the request, the standards governing the exercise of zoning power set forth in 10.01.05 of the ULDC, and factors most relevant to this application, including the adjoining suburban land uses and zoning patterns, the availability of County utilities, and the wetland and recharge areas, and therefore recommends approval of the request for R-10 zoning.

At the GLPC meeting, the applicant's representative spoke in favor of the request, and hearing no opposition, voted unanimously (8-0) to recommend approval.

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

RECOMMENDED ACTION: Approve
Option 2

DEPARTMENT: Planning/Zoning

DEPARTMENT HEAD: JD Dillard

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

LANGDALE VALLOTTON, LLP
ATTORNEYS AT LAW
A LIMITED LIABILITY PARTNERSHIP
1007 NORTH PATTERSON STREET
P.O. BOX 1547 (31603)
VALDOSTA, GEORGIA 31601

WILLIAM P. LANGDALE, JR
ROBERT A. PLUMB, JR*
J. DANIEL SCHERT
WILLIAM C. NIJEM, JR.
AMY P. HOLBROOK
K. DREW PARRISH-BENNETT**

TELEPHONE (229) 244-5400
FACSIMILE (229) 244-0453

JOSEPH E. VALLOTTON
(1945-2006)
COURTNEY S. BASS**
JAMES TYLER DALLAS
JESSICA R. YOUNG**
HANNA C. DUNNAVANT

*GA, MD & DC
**GA & FL

IN REPLY PLEASE
REFER TO FILE

March 27, 2024

Lowndes County Georgia
JD Dillard, County Planner
Jason Davenport, Projects Assistant
Molly Stevenson, Planning Analyst
327 N. Ashley St – 2nd Floor
Valdosta, GA 31601

Re: *Application for Rezoning*
Property Map/Parcel Nos.: *Portion of 0136 127A and 0136 128A (the "Property")*
Property Owner: *Touchton Properties, LLC, William Q. Touchton, Jr. and Brian K. Touchton (collectively, the "Owners")*

Dear Mr. Dillard, Mr. Davenport, and Ms. Stevenson:

Please allow this letter to serve as the Letter of Intent required by Lowndes County in connection with the above-referenced Rezoning Request, which is further explained below. Langdale Vallotton, LLP represents the Owners and respectfully submits this Application on their behalf.

The Owners desire to rezone approximately 3.66 acres of map and parcel numbers 0136 127A and 0136 128A from their current R-21 and R-1 zonings to R-10 zoning. Quarterman Estates is served by Lowndes County Water & Sewer and therefore consistent with the requirements of the ULDC for R-10 zoning.

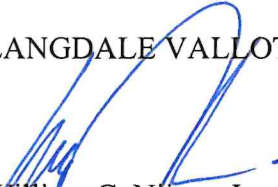
The subject property is located off Whitewater Road, a collector road. The property comprising the above-referenced tax map and parcels is currently split-zoned, and the purpose of this request is to make the entirety of the Quarterman Estates Subdivision zoned R-10. When the ULDC was adopted in 2006, the "parent parcels" making up the vast majority of the Quarterman Estates Subdivision were changed from their previous R-15 zoning to R-10 zoning, as the R-15 zoning category was eliminated with the ULDC adoption. The property sought to be rezoned, however, was not reclassified as R-10 zoning.

Lastly, the property sought to be rezoned is currently owned by Touchton Properties, LLC and William Q. Touchton, Jr. and Brian K. Touchton. In the near future, this property will be conveyed into Quarterman Estates, LLC so that ownership is consistent with the remainder of the undeveloped property in Quarterman Estates Subdivision.

Should you have any questions, please do not hesitate to contact me. Thank you for your time, and I look forward to working with you both on this matter.

Very truly yours,

LANGDALE VALLOTTON, LLP



William C. Njem, Jr.

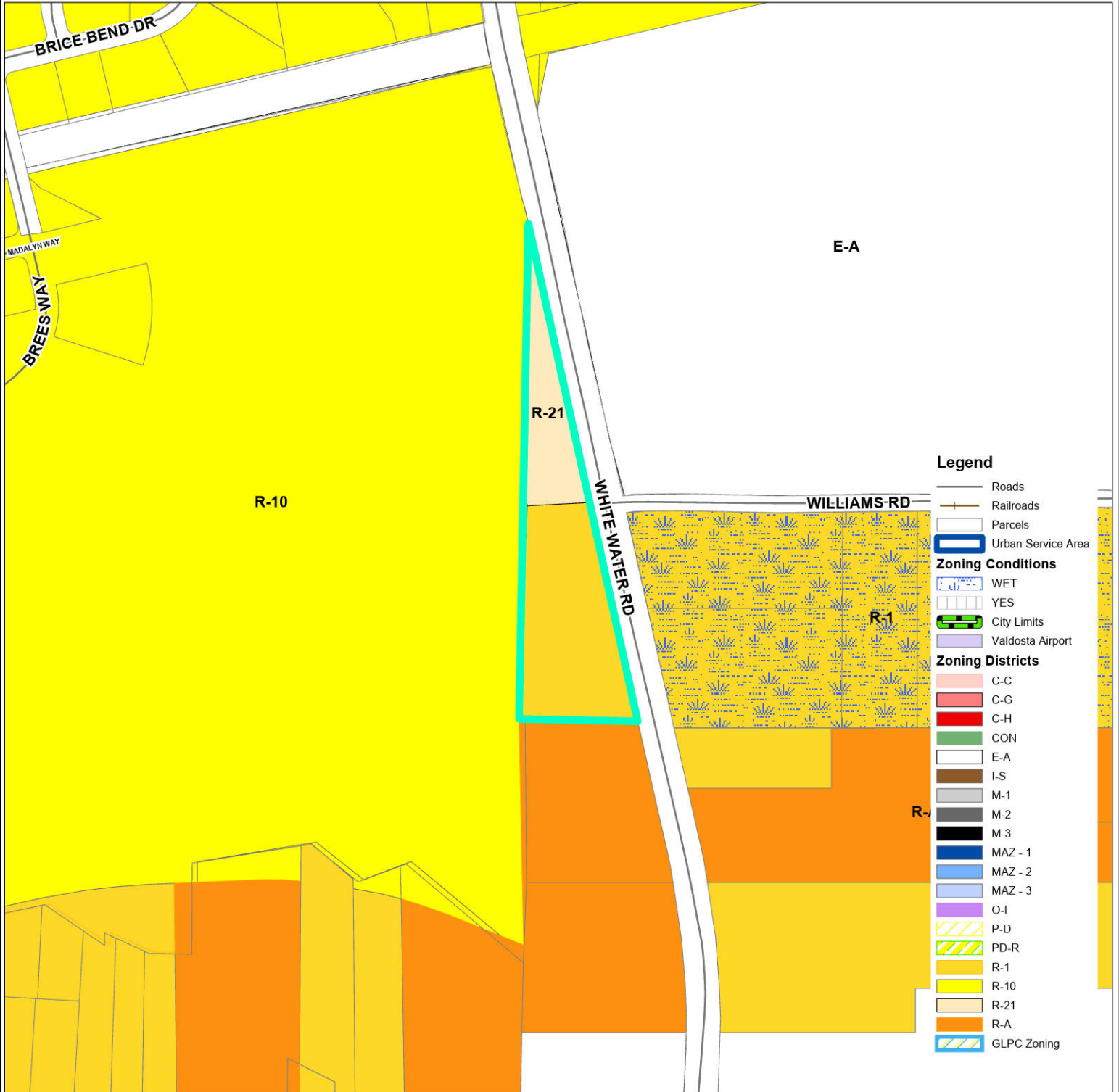
Enclosures

REZ-2024-11

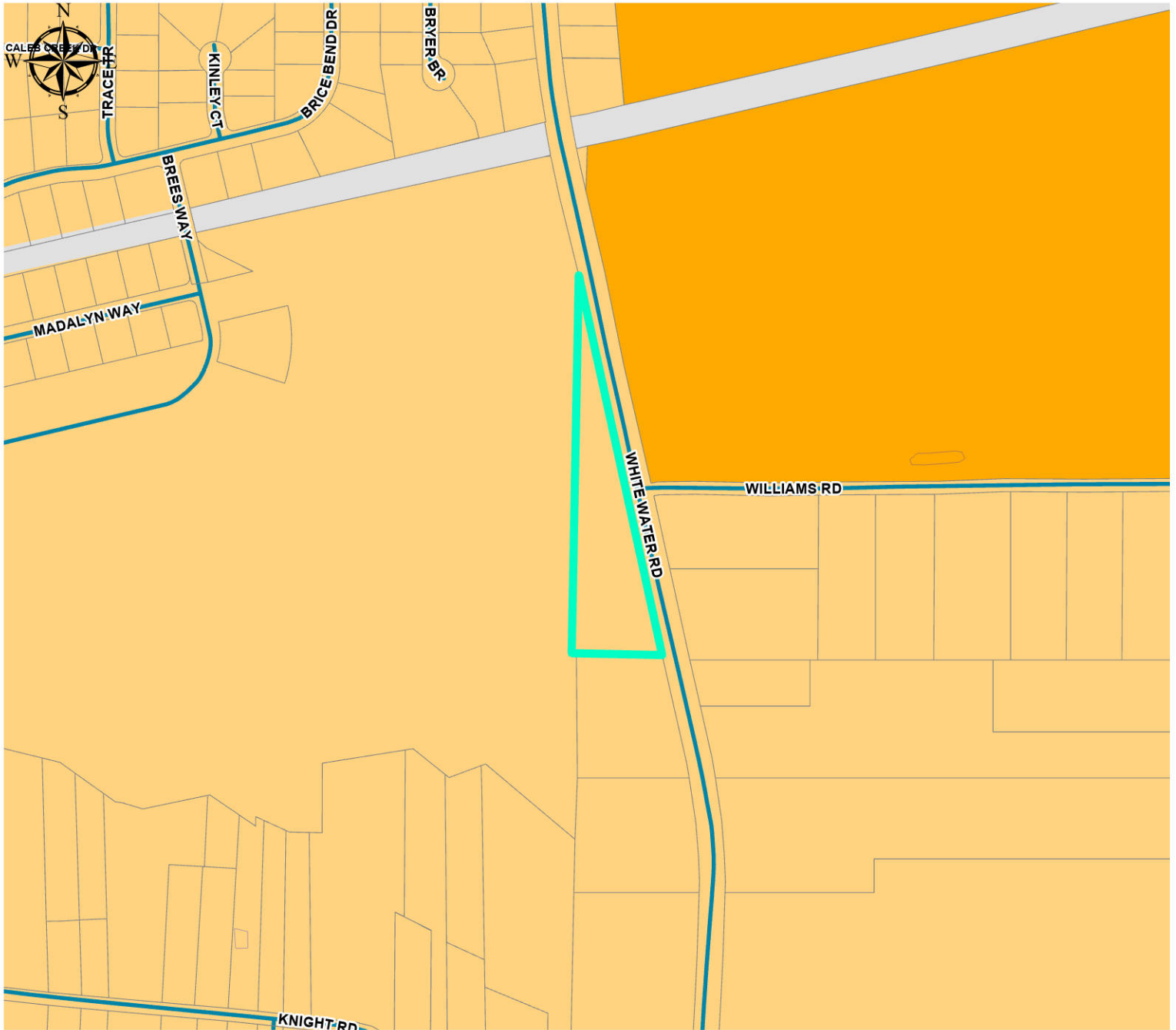
Zoning Location Map

Quarterman Estates Ph 5
Rezoning Request

CURRENT ZONING: R-21 & R-1
PROPOSED ZONING: R-10



Quarterman Estates Ph5 Rezoning Request



Roads

Functional Classification

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

Character Areas

- Agriculture / Forestry
- Community Activity Center
- Downtown
- Established Residential
- Industrial Activity Center
- Industrial Area

Legend

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

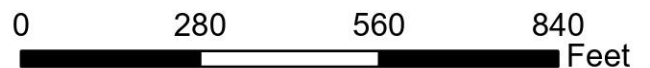
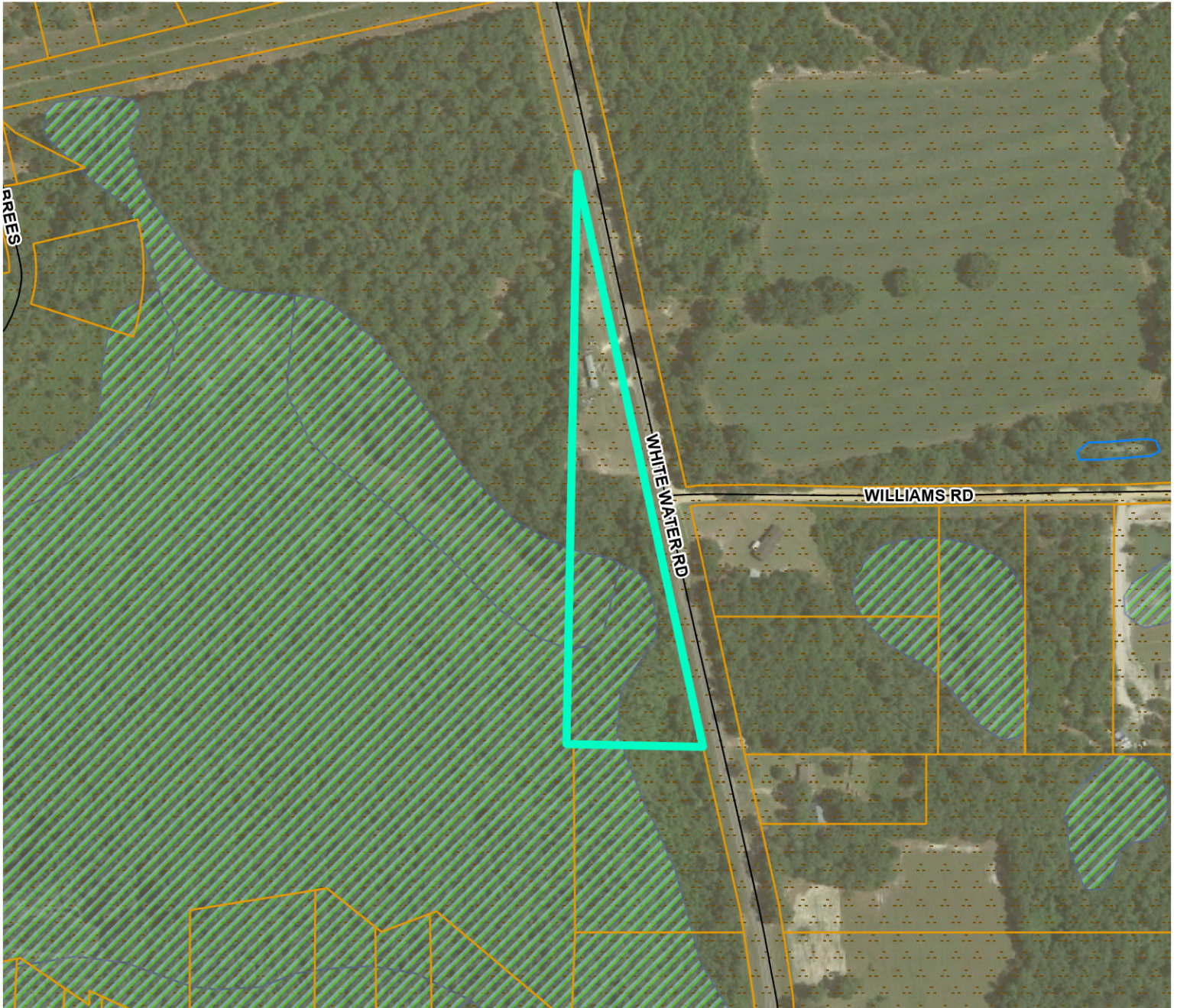
REZ-2024-11

WRPDO Site Map

Quarterman Estates Ph 5 Rezoning Request

Legend

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



LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: REZ-2024-12 Vicky King 4829 Carter Lane, ~2.98ac, R-A to R-1, Well and Septic

DATE OF MEETING: May 14, 2024

Work
Session/Regular
Session

BUDGET IMPACT: N/A

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: REZ-2024-12 Vicky King 4829 Carter Lane, ~2.98ac, R-A to R-1, Well and Septic

HISTORY, FACTS AND ISSUES: This request represents a change in zoning on the subject property from R-A (Residential Agricultural) zoning to R-1 (Low Density Residential) zoning. The general motivation in this case is for the applicant to subdivide the property into conforming lots for individual residences. The subject property possesses road frontage on Carter Lane, a locally maintained County Road, and is within the Urban Service Area and Rural Residential Character Area.

The TRC analyzed the request, the standards governing the exercise of zoning power set forth in 10.01.05 of the ULDC, and factors most relevant to this application, including the neighboring R-1 land use and zoning pattern and the requirements for lots in groundwater recharge areas, and therefore recommends approval of the request for R-1 zoning.

The GLPC heard the request and from the applicant at their April meeting, and hearing no opposition, voted unanimously to recommend Approval (8-0).

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

RECOMMENDED ACTION: Approve

DEPARTMENT: Planning/Zoning

DEPARTMENT HEAD: JD Dillard

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

INNOVATE!

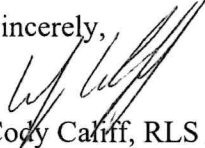
Engineering & Surveying

April 1, 2024

RE: Rezoning Request for 4829 Carter Lane (Parcel #0195 070)

I am writing this letter to formally request that Lowndes County allow the rezoning of Parcel 0195 070 located at 4829 Carter Lane from RA to R-1. The reason for the rezoning would be for an additional house to be built on the rear side of the property,

Sincerely,



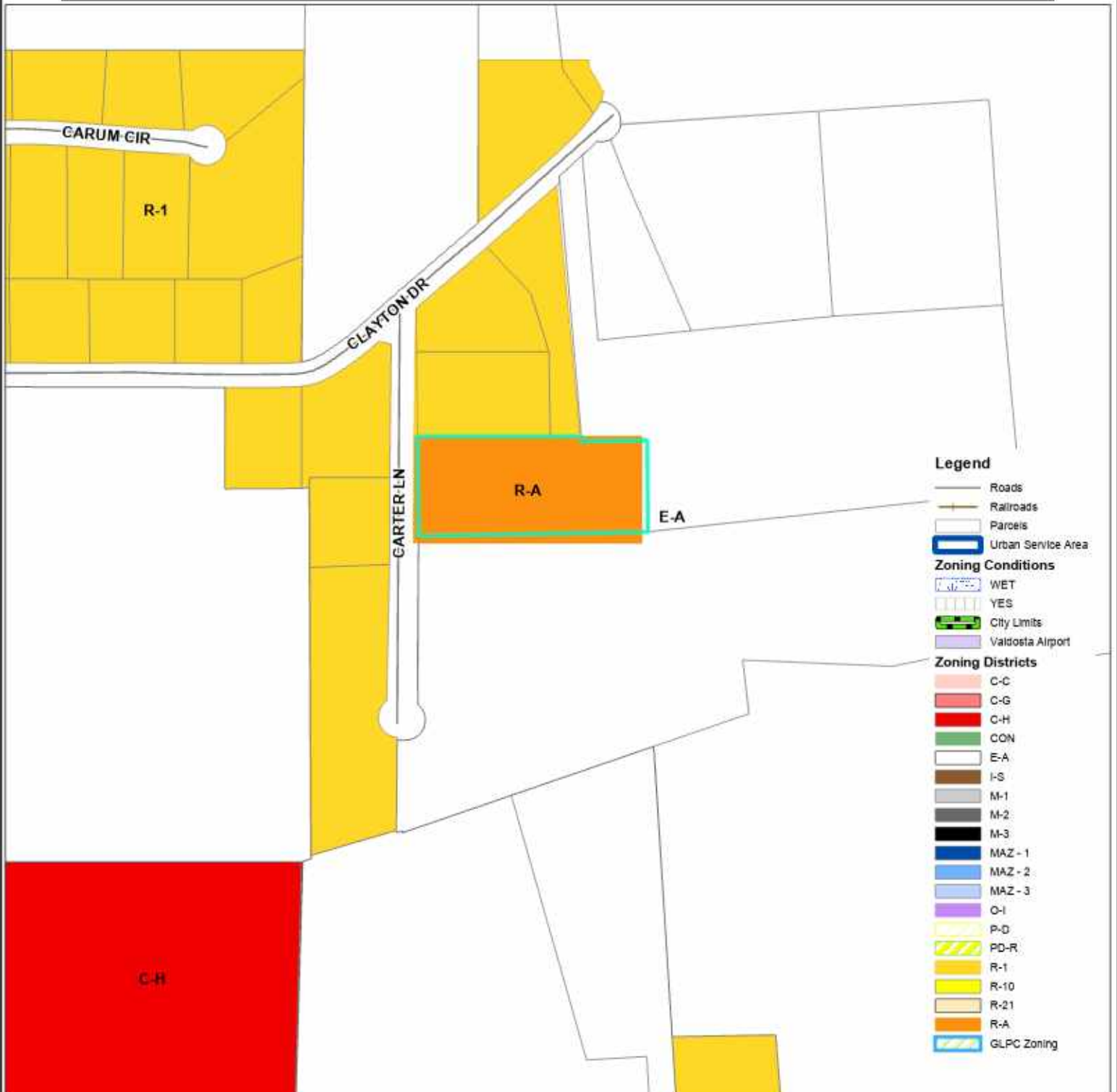
Cody Carrif, RLS 3276
Innovate Engineering & Surveying
2214 North Patterson Street
Valdosta, Ga 31602

REZ-2024-12

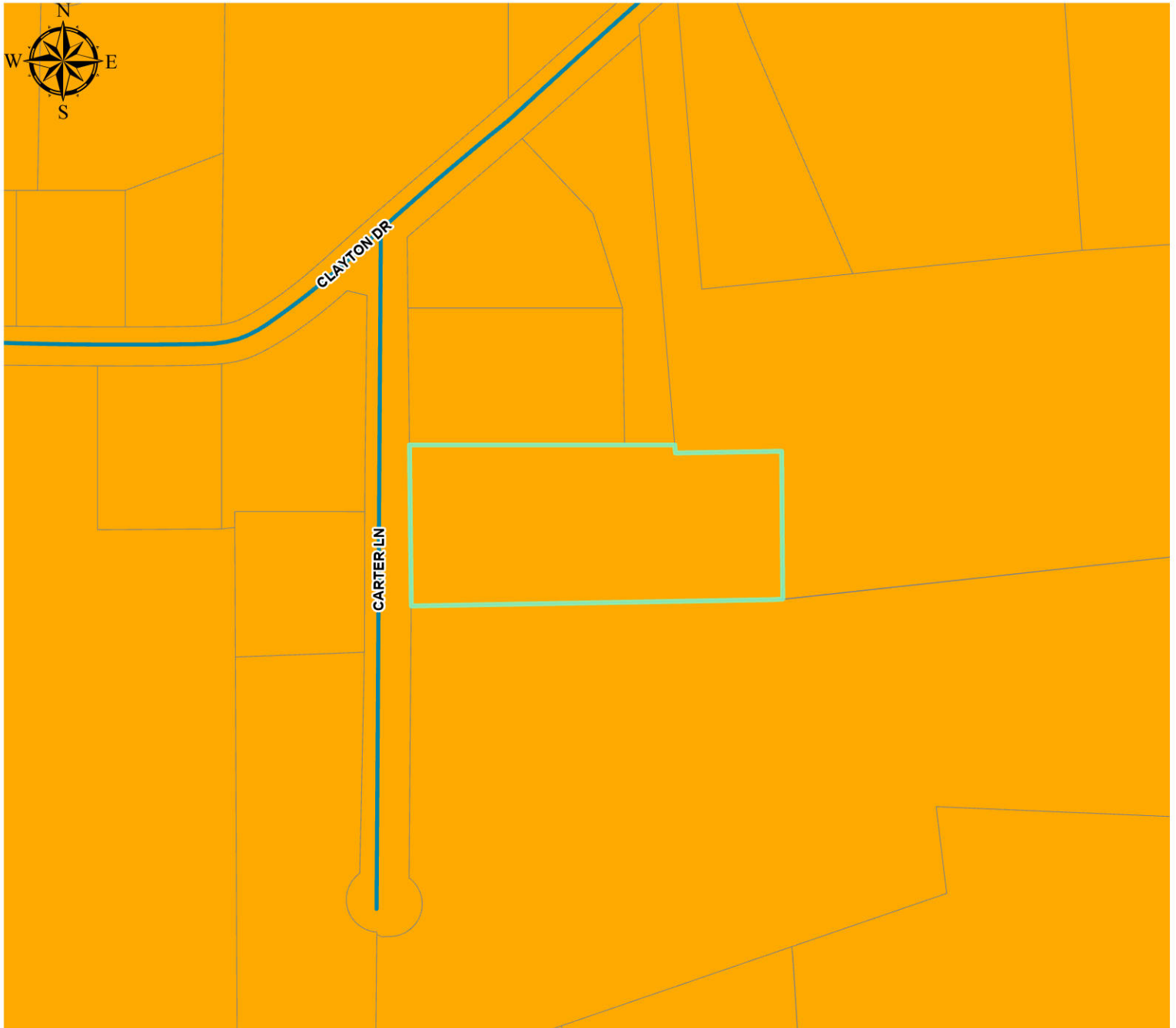
Zoning Location Map

Vicky King
Rezoning Request

CURRENT ZONING: R-A
PROPOSED ZONING: R-1



Vicky King Rezoning Request



0 50 100 200
Feet



sgirc SOUTHERN GEORGIA
REGIONAL COMMISSION

Roads

Functional Classification

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

Character Areas

- Agriculture / Forestry
- Community Activity Center
- Downtown
- Established Residential
- Industrial Activity Center
- Industrial Area

Legend

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

REZ-2024-12

WRPDO Site Map

Vicky King Rezoning Request

Legend

- | | | |
|-----------------------|--------------------|-----------|
| — Roads | □ Open Water | □ Parcels |
| — Railroads | □ Valdosta Airport | |
| 🌳 Park | ▨ Wetlands | |
| 🏙️ City Limits | ▨ 100 Yr Flood | |
| 🚗 Crashzone | — Hydrology | |
| 🚗 Crashzone West | □ Drastic | |
| 🏘️ Urban Service Area | □ Recharge Areas | |



To Whom It May Concern,

We (4815 Carter Lane, Lake Park, GA 31636) are located on the adjoining property to Mrs. King (4829 Carter Lane, Lake Park, GA).

Please approve her request in rezoning her property from R-A to R-1 as she is requesting.

You are welcome to call me or email me with any other questions. I would have sent this to Ms. Griffith, but there is not an email address on the website for her, so please forgive the intrusion.

Leanne Johnson

The Hinton Group

Live Oak Management, Inc.

Jim Hinton Oil Company, Inc.

Delta Tank Lines

ljohnson@liveoakmgmt.com

229-474-3755 phone/text/fax

229-412-3929 alternate text

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: Hall Road Paving & Drainage, P.I. 0016281 - Transportation
Improvement Act (TIA) Project Agreement

DATE OF MEETING: May 14, 2024

Work
Session/Regular
Session

BUDGET IMPACT: N/A

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: Hall Road TIA Project Agreement

HISTORY, FACTS AND ISSUES: The Board approved submitting the Transportation Investment Act (TIA) Local Government Application for project delivery at the March 12, 2024, commission meeting. The Georgia Department of Transportation (GDOT) approved the application and sent staff the Project Agreement to be approved. The Project Agreement is required to be executed prior to beginning work, and once the agreement has been executed, a written Notice to Proceed from GDOT is also required prior to beginning any project phase. The agreement is for eligible project cost up to \$3,700,000.00.

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

RECOMMENDED ACTION: Approve

DEPARTMENT: Engineering

DEPARTMENT HEAD: Chad McLeod

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

TRANSPORTATION INVESTMENT ACT OF 2010 PROJECT AGREEMENT



By and Between

THE GEORGIA DEPARTMENT OF TRANSPORTATION

and

LOWNDES COUNTY

This Agreement, made and entered into as of _____, ("Effective Date"), 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, pursuant to O.C.G.A. § 48-8-240 *et seq.*, the General Assembly adopted the Transportation Investment Act of 2010 which creates twelve (12) special districts of the State and authorized elections to be held in each special district which would allow each special district independently of any other district to approve and authorize the imposition of a special district transportation sales and use tax to fund transportation projects within the special district; and

WHEREAS, four (4) of the twelve (12) special tax districts voted to levy the special district sales and use tax by voter referendum: the Central Savannah River Area special tax district, the River Valley special tax district, the Heart of Georgia Altamaha special tax district, and the Southern Georgia special tax district; and

WHEREAS, in accordance with O.C.G.A. § 48-8-249(b)(1) and an Intergovernmental Agreement between the Department and the Georgia State Financing and Investment Commission dated January 1, 2013, and thereafter amended, the Department is authorized to manage the execution, schedule, budget and delivery of the Projects on the Approved Investment List(s) for the special districts; and

WHEREAS, the LOCAL GOVERNMENT desires to deliver all or part of the scope for the following project(s) as set forth in Exhibit B:

1) Hall Road Paving & Drainage, P.I. 0016281

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

WHEREAS the PROJECT was approved by the final regional transportation roundtable for the special district and provided to the Director of Planning in accordance with O.C.G.A. § 48-8-243(b); and

WHEREAS, the LOCAL GOVERNMENT has indicated that it is qualified and experienced to provide such services necessary for all or part of the scope of the PROJECT and the DEPARTMENT has relied upon such representations; and

WHEREAS, in accordance with O.C.G.A. § 48-8-249(c)(4), the DEPARTMENT has made the determination that the LOCAL GOVERNMENT has the requisite experience to undertake the PROJECT as set forth in the Local Project Delivery Application form, Appendix A, attached hereto and incorporated herein by reference; and

WHEREAS, the LOCAL GOVERNMENT has been approved by the DEPARTMENT to deliver these PROJECT; and,

WHEREAS, pursuant to provisions of O.C.G.A. § 48-8-249(b), GSFIC is authorized to dispense special district transportation sales and use tax proceeds, hereinafter referred to as "TIA PROCEEDS", upon the receipt of certified invoices from the DEPARTMENT of the completion of an Eligible PROJECT Cost, as herein defined, as reimbursement to the DEPARTMENT; and

WHEREAS, the Georgia Constitution authorizes intergovernmental agreements whereby state and local entities may contract with one another "for joint services, for the provision of services, or for the joint

or separate use of facilities or equipment; but such contracts must deal with activities, services or facilities which the parties are authorized by law to undertake or provide.” Ga. Constitution Article IX, §III, ¶I(a).

NOW, THEREFORE, in consideration of the mutual promises and the benefits to flow from one to the other, the DEPARTMENT and the LOCAL GOVERNMENT do hereby agree as follows:

**ARTICLE I
SCOPE AND PROCEDURE**

A. **General Scope and Procedures.** The SCOPE AND PROCEDURE for the PROJECT is set forth in “Exhibit B”, Scope and Procedure, attached hereto and incorporated as if fully set forth herein.

The LOCAL GOVERNMENT shall be responsible for assuring that the PROJECT will be economically feasible and that the design and construction will be based upon sound engineering principles, meet American Association of State Highway and Transportation Officials (“AASHTO”) Guidelines and will be sensitive to ecological, environmental and archaeological issues. The LOCAL GOVERNMENT shall also be responsible for assuring that the PROJECT meets and comply with the scope as defined in the Approved Investment List.

It is understood and agreed that the reimbursement for the PROJECT shall be dependent on the DEPARTMENT’s review and approval of the certified vouchers and contingent upon the availability of TIA PROCEEDS as more specifically set forth in Article VI, COMPENSATION AND PAYMENT.

The LOCAL GOVERNMENT shall work with the DEPARTMENT or its designees, as may be designated by the DEPARTMENT at a later date, who will advise the LOCAL GOVERNMENT on the work scope and provide guidance and required approvals during implementation of the PROJECT.

B. **Local Project Delivery Application.** The LOCAL GOVERNMENT has submitted its Local Project Delivery Application to administer the PROJECT attached hereto as Appendix A. The DEPARTMENT’S State TIA Administrator has reviewed, confirmed and approved the Local Project Delivery Application for the LOCAL GOVERNMENT to develop the PROJECT within the scope of its certification. Expenditures incurred by the LOCAL GOVERNMENT prior to the execution of this AGREEMENT or expenditures made pursuant to other funding agreements shall not be reimbursed by the DEPARTMENT.

C. **Applicable Laws, Regulations and Standards.** During the duration of the PROJECT and this Agreement, the LOCAL GOVERNMENT has and will take into consideration, and has and will comply with, as applicable, the DEPARTMENT’S Transportation Investment Act of 2010 Manual – Processes and Procedures, available on the DEPARTMENT’s website, and as may be amended or supplemented from time to time and including addenda (hereinafter referred to as “TIA Manual”), and other standards and guidelines as may be applicable to the PROJECT. The DEPARTMENT may in its sole discretion waive certain requirements set forth in the TIA Manual unilaterally or upon receipt of a written request from the LOCAL GOVERNMENT.

D. **Notices to Proceed.** The work shall be carried on in accordance with the schedule attached to this Agreement as “Exhibit A” WORK SCHEDULE with the understanding that unforeseen events may make necessary some minor variations in that schedule. The DEPARTMENT may request additional or updated information and documentation regarding the WORK SCHEDULE from the LOCAL GOVERNMENT at any time.

No work on any phase of the PROJECT shall begin without a written notice to proceed from the DEPARTMENT to the LOCAL GOVERNMENT for each of the following separate phases:

- 1) Preliminary Engineering Activities – Concept Report Approval
- 2) Preliminary Engineering Activities – Field Plan Review Approval
- 3) Right of Way
- 4) Construction – Notice to Advertise
- 5) Construction – Notice to Proceed
- 6) Transit – Operations Per Year (if applicable)

Each Notice to Proceed will contain a Completion Date for that phase, which shall be binding. If unforeseen conditions are encountered and an extension of the completion date is warranted, the LOCAL GOVERNMENT may request in writing an extension of the completion date for written approval by the DEPARTMENT.

E. **Preliminary Engineering Activities.** The LOCAL GOVERNMENT shall be solely responsible for the Preliminary Engineering (“PE”) activities for the PROJECT. The PE activities shall be accomplished in accordance with the ACT, the DEPARTMENT’s TIA Manual, and all applicable design guidelines and policies of the DEPARTMENT in order to produce a cost effective PROJECT. Failure to follow the TIA Manual and all applicable guidelines and policies will jeopardize the reimbursement of TIA PROCEEDS in some or all categories outlined in this Agreement, and it shall be the responsibility of the LOCAL GOVERNMENT for any loss of funding.

F. **Right of Way Acquisition.** The LOCAL GOVERNMENT shall be solely responsible for Right of Way Acquisition. The Right of Way (hereinafter referred to as “ROW”) activities shall be accomplished in accordance with the ACT, the DEPARTMENT’s TIA Manual, and all applicable design guidelines and policies of the DEPARTMENT in order to produce a cost effective PROJECT. Failure to follow the TIA Manual and all applicable guidelines and policies will jeopardize the reimbursement of TIA PROCEEDS in some or all categories outlined in this Agreement, and it shall be the responsibility of the LOCAL GOVERNMENT for any loss funding.

Upon approval of the ROW plans by the DEPARTMENT, the LOCAL GOVERNMENT may begin the acquisition of the necessary ROW for the PROJECTS. ROW acquisition can occur concurrently with the environmental process once final impacts are known, provided that the DEPARTMENT has provided a written notice to proceed to the LOCAL GOVERNMENT to stake the ROW and proceed with all pre-acquisition ROW activities. LOCAL GOVERNMENT shall acquire ROW, if required, and related ROW services for the PROJECTS. Further, the LOCAL GOVERNMENT shall be responsible for making all changes to the approved ROW plans, as deemed necessary by the DEPARTMENT, for whatever reason, as needed to purchase the ROW or to match actual conditions encountered.

Reimbursement of acquisition expenses will be eligible on a monthly basis. After completion of all land and improvement acquisition; completion of all property management; completion of all demolition; and, after all occupants have relocated off the PROJECTS, the LOCAL GOVERNMENT shall certify in writing to the DEPARTMENT that title to all parcels, whether acquired by deed or condemnation, has been quitclaimed from the LOCAL GOVERNMENT to the DEPARTMENT where PROJECTS are located on a federal or state route, and that all property management, all demolition and all relocation has been completed. Said certification will include a statement that “All parcels are vacant and immediately available for construction purposes”.

The LOCAL GOVERNMENT agrees to pay for the defense of any and all suits, if any should arise, involving property titles and/or contaminated properties associated with the acquisition of ROW by deed or condemnation. To the extent allowed by law, the LOCAL GOVERNMENT hereby agrees to indemnify and hold harmless the DEPARTMENT, the State of Georgia and its departments, agencies and instrumentalities and all of their respective officers, members, employees and directors from and against any and all claims, demands, liabilities, losses, costs or expenses, including attorneys' fees, due to due to liability to a third party or Parties, arising from, related to, or caused by property titles and/or contaminated properties associated with the acquisition of ROW by deed or condemnation.

G. **Utility/Railroad Activities.** The LOCAL GOVERNMENT shall be solely responsible for the Utility/Railroad Activities for the PROJECT. The Utility/Railroad Activities shall be accomplished in accordance with the ACT, the DEPARTMENT’s TIA Manual, and all applicable design guidelines and policies of the DEPARTMENT in order to produce a cost effective PROJECT. Failure to follow the TIA Manual and all applicable guidelines and policies will jeopardize the reimbursement of TIA PROCEEDS in some or all categories outlined in this Agreement, and it shall be the responsibility of the LOCAL GOVERNMENT for any loss of funding.

H. **Construction.** The LOCAL GOVERNMENT shall be solely responsible for Construction. Construction shall be accomplished in accordance with the ACT, the DEPARTMENT’s TIA Manual, and all applicable design guidelines and policies of the DEPARTMENT in order to produce a cost effective PROJECT. Failure to follow the TIA Manual and all applicable guidelines and policies will jeopardize the reimbursement of TIA PROCEEDS in some or all categories outlined in this Agreement, and it shall be the responsibility of the LOCAL GOVERNMENT for any loss of funding.

The LOCAL GOVERNMENT shall ensure that all contracts as well as any subcontracts for the construction and implementation of the PROJECTS shall comply with the applicable State legal requirements imposed on the DEPARTMENT and any amendments thereto. The LOCAL GOVERNMENT is required and

does agree to abide by those provisions governing the DEPARTMENT's authority to contract Sections 32-2-60 through 32-2-77 of the Official Code of Georgia Annotated; the DEPARTMENT's Rules and Regulations governing the Prequalification of Prospective Bidders, Chapter 672-5; the DEPARTMENT's *Standard Specifications and Special Provisions*, Current Edition, as amended in the DEPARTMENT's *Supplemental Specifications Book*, current edition; and any Supplemental Specifications and Special Provisions as applicable for the PROJECTS.

The LOCAL GOVERNMENT shall be solely responsible for letting the PROJECT to construction, for the execution of all applicable agreements, and for securing and awarding the construction contract for the PROJECT after the following items have been completed and submitted by the LOCAL GOVERNMENT to the DEPARTMENT:

1. Submittal of acceptable PE activity deliverables for the PROJECT as noted in the TIA Manual; and
2. Providing the necessary certifications as set forth in the TIA Manual.

The work can be performed by the LOCAL GOVERNMENT or can be subcontracted through the appropriate procurement process to a private contractor or government entity as may be appropriate. If the work is performed by a private contractor, the LOCAL GOVERNMENT is responsible for preparing the bid contract documents and letting the work out for bid in accordance with the express limitations as provided in Part 2 of Chapter 4 of Article 3 of Title 32 or any other applicable provisions of State law. Upon opening bids, the LOCAL GOVERNMENT shall award the PROJECTS to the lowest reliable bidder. The LOCAL GOVERNMENT shall provide the above deliverables and certifications and shall follow the requirements of the DEPARTMENT's TIA Manual.

Prior to award of the PROJECT, the LOCAL GOVERNMENT shall submit to the DEPARTMENT a bid tabulation and the LOCAL GOVERNMENT's recommendation for awarding the PROJECT. The DEPARTMENT will review the information focusing on budget proposals and issue a written recommendation to award or reject the bids. If a recommendation to award is given by the DEPARTMENT a written Notice to Proceed with Construction will be issued. No work shall begin until this Notice to Proceed has been issued to the LOCAL GOVERNMENT.

The LOCAL GOVERNMENT will be responsible for performing the construction, inspection, supervision and documentation. At the discretion of the DEPARTMENT, spot inspection and material testing will be performed by the DEPARTMENT when deemed necessary by the DEPARTMENT and pursuant to the TIA Manual.

- I. **RESERVED.**
- J. **RESERVED.**

K. **Reporting.** During each phase of the PROJECT, on a monthly basis, the LOCAL GOVERNMENT must submit to the DEPARTMENT the Estimated Costs to Complete and the Estimated Costs at Completion.

ARTICLE II REVIEW OF WORK

Authorized representatives of the DEPARTMENT, GSFIC and the Citizens Review Panel as defined in O.C.G.A. § 48-8-251 may at all reasonable times review and inspect the activities and data collected under the terms of this Agreement and amendments thereto, including but not limited to, all reports, drawings, studies, specifications, estimates, maps, and computations, prepared by or for the LOCAL GOVERNMENT. The DEPARTMENT reserves the right for reviews and acceptance on the part of affected public agencies, railroads and utilities insofar as the interest of each is concerned.

Acceptance shall not relieve the LOCAL GOVERNMENT of its obligation to correct, at its expense, any of its errors in the work. The DEPARTMENT's review recommendations shall be incorporated into the work activities of the LOCAL GOVERNMENT.

The LOCAL GOVERNMENT shall keep accurate records in a manner approved by the DEPARTMENT with regard to the PROJECTS and submit to the DEPARTMENT, upon request, such information and documentation as is required in order to ensure compliance with this Article and the ACT.

ARTICLE III TERM OF AGREEMENT AND TIME OF PERFORMANCE

A. Term of Agreement. This Agreement will commence on the Effective Date as defined above and continue for a period of ten (10) years, unless terminated earlier by either Party in accordance with the termination provisions set forth in Article XI below.

B. Time of Performance. TIME IS OF THE ESSENCE IN THIS AGREEMENT. The LOCAL GOVERNMENT shall perform its responsibilities for the PROJECT, commencing upon receipt from the DEPARTMENT of written Notice to Proceed for each Phase as outline in Article I.D above.

C. The work shall be carried on expeditiously, it being understood, however, that this Agreement may be extended or continued in force by mutual consent of the parties and evidenced by a written amendment thereto. If, for any reason, the LOCAL GOVERNMENT does not produce acceptable deliverables in accordance with the approved schedule, the DEPARTMENT reserves the right to take control of the PROJECT and to complete the PROJECTS through its own process.

ARTICLE IV RESPONSIBILITY FOR CLAIMS AND LIABILITY

The LOCAL GOVERNMENT shall, to the extent permitted by law, be responsible for any and all damages to property or persons and shall indemnify and save harmless the DEPARTMENT, its officers, agents and employees from all suits, claims, actions or damages of any nature whatsoever resulting from the negligence of the LOCAL GOVERNMENT in the performance of the work under this Agreement.

It is understood by the LOCAL GOVERNMENT that claims, damages, losses, and expenses may include monetary claims made by the construction contractor for the PROJECT, and its related facilities, that are a result of the LOCAL GOVERNMENT's negligence or improper representation in the plans.

The LOCAL GOVERNMENT shall ensure that all provisions of this Article are included in all contracts and subcontracts.

These indemnities shall not be limited by reason of any insurance coverage held by the LOCAL GOVERNMENT or the LOCAL GOVERNMENT's contractors or subcontractors as allowed by law.

**ARTICLE V
INSURANCE**

It is understood that the LOCAL GOVERNMENT (indicate by checking which is applicable):

is self-insured and all claims against LOCAL GOVERNMENT will be handled through

OR

shall, prior to beginning work, obtain and furnish to the DEPARTMENT certificates and the endorsement page for the minimum amounts of insurance indicated below.

Prior to beginning work, the LOCAL GOVERNMENT shall cause its engineering firms, contractors and subcontractors to obtain and furnish certificates and the endorsement page to the DEPARTMENT for the minimum amounts of insurance indicated below.

MINIMUM INSURANCE

- A. Workers' Compensation Insurance in accordance with the laws of the State of Georgia.
- B. Public Liability Insurance in an amount of not less than one hundred thousand dollars (\$100,000) for injuries, including those resulting in death to any one person, and in an amount of not less than three hundred thousand dollars (\$300,000) on an account of any one occurrence.
- C. Commercial General Liability Insurance of at least \$1,000,000 per occurrence \$3,000,000 aggregate, including Automobile Comprehensive Liability Coverage with bodily injury in the minimum amount of \$1,000,000 combined single limits each occurrence. GDOT shall be named as an additional insured and a copy of the policy endorsement shall be provided with the insurance certificate. Valuable Papers Insurance in an amount sufficient to assure the restoration of any plans, drawings, field notes, or other similar data relating to the work covered by the PROJECT.
- D. Where applicable, professional Liability (Errors and Omissions) Insurance with limits not less than the following:
 - i. For Professionals - \$1,000,000 per claim and \$1,000,000 in aggregate coverage;
 - ii. For Sub-consultant Engineers and Architects - \$1,000,000 per claim and \$1,000,000 in aggregate coverage;
 - iii. For Other Consultants - \$1,000,000 per claim and \$1,000,000 in aggregate coverage.
 - iv. Professional liability insurance that shall be either a practice policy or project-specific coverage. Professional liability insurance shall contain prior acts coverage for services performed for this PROJECT. If project-specific coverage is used, these requirements shall be continued in effect for two years following final completion for the PROJECTS.

The above listed instrument(s) of insurance shall be maintained in full force and effect during the life of the Agreement and until final completion of the PROJECTS.

**ARTICLE VI
COMPENSATION AND PAYMENT**

A. 100% TIA Funded Project.

THE LOCAL GOVERNMENT ACKNOWLEDGES THAT THE PROJECTS ARE 100% FUNDED WITH TIA PROCEEDS COLLECTED PURSUANT TO THE ACT AND THAT THE DEPARTMENT'S PAYMENT OBLIGATIONS RELATED TO THE PROJECTS ARE STRICTLY LIMITED AS SET FORTH HEREIN. THE LOCAL GOVERNMENT FURTHER ACKNOWLEDGES THAT NO ENTITY OF THE STATE OF GEORGIA OTHER THAN THE DEPARTMENT HAS ANY OBLIGATIONS TO THE LOCAL GOVERNMENT RELATED TO THESE PROJECTS.

THE OBLIGATION OF THE DEPARTMENT TO PAY OR REIMBURSE ANY INCURRED COST IS EXPRESSLY LIMITED TO THE AMOUNT OF TIA PROCEEDS REMITTED TO THE DEPARTMENT BY GSFIC AND DESIGNATED BY THE DEPARTMENT FOR THE PROJECTS. THIS AGREEMENT DOES NOT OBLIGATE THE DEPARTMENT TO MAKE ANY PAYMENT TO THE LOCAL GOVERNMENT FROM ANY FUNDS OTHER THAN THOSE MADE AVAILABLE TO THE DEPARTMENT FROM TIA PROCEEDS BY GSFIC AND DESIGNATED BY THE DEPARTMENT FOR THE PROJECTS. IN THE EVENT THE FUNDS MADE AVAILABLE TO THE DEPARTMENT FROM TIA PROCEEDS ARE INSUFFICIENT FOR THE PROJECTS AS DESIGNATED BY THE DEPARTMENT, THE DEPARTMENT'S PAYMENT OBLIGATIONS SHALL NOT EXCEED THE AVAILABILITY OF SUCH TIA PROCEEDS AND THE DEPARTMENT SHALL HAVE THE RIGHT AT ITS SOLE DISCRETION TO TERMINATE THIS AGREEMENT IMMEDIATELY UPON NOTICE TO THE LOCAL GOVERNMENT WITHOUT FURTHER OBLIGATION OF THE DEPARTMENT TO THE EXTENT THAT THE OBLIGATIONS EXCEED THE AVAILABILITY OF SUCH TIA PROCEEDS FOR THE PROJECTS AS DESIGNATED BY THE DEPARTMENT. THE DEPARTMENT'S CERTIFICATION AS TO THE AVAILABILITY OF TIA PROCEEDS AS DESIGNATED BY THE DEPARTMENT FOR THE PROJECTS SHALL BE CONCLUSIVE.

Any payments shall be made to the LOCAL GOVERNMENT after receipt of such TIA PROCEEDS from GSFIC. The parties agree that the provisions of the Georgia Prompt Pay Act, O.C.G.A. § 13-11-1 *et seq.*, do not control and that the LOCAL GOVERNMENT waives any and all rights it may have under said Act.

The LOCAL GOVERNMENT shall ensure that the provisions of this Article are included in all contracts and subcontracts.

To the extent practically possible, the DEPARTMENT will provide notification to the LOCAL GOVERNMENT that this Agreement will be terminated or that the work will be suspended as set forth in Subsection VI.E below, three (3) months prior to the date of the termination or suspension.

B. Eligible Project Costs. Any LOCAL GOVERNMENT cost must meet the definition of ELIGIBLE PROJECT COST as set forth in O.C.G.A. § 48-8-242(2) and the Intergovernmental Agreement between GDOT and GSFIC in order to be compensated.

C. Budget Estimate and Reimbursement.

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.

The DEPARTMENT agrees to reimburse the LOCAL GOVERNMENT **Not to Exceed the following amounts for each PROJECT** for ELIGIBLE PROJECT COSTS, contingent upon the availability of TIA PROCEEDS as more specifically set forth in Article VI, COMPENSATION AND PAYMENT:

- 1) **Hall Road Paving & Drainage, P.I. 0016281: THREE MILLION SEVEN HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$3,700,000.00)**

Costs eligible for reimbursement are those ELIGIBLE PROJECT COSTS as defined in Article VI, COMPENSATION AND PAYMENT. If the PROJECTS costs are less than the BUDGET ESTIMATE, the LOCAL GOVERNMENT will only be compensated for those incurred ELIGIBLE PROJECT COSTS.

D. Process For Payment.

The LOCAL GOVERNMENT shall submit to the DEPARTMENT monthly payment vouchers containing Project Number and PI number for ELIGIBLE PROJECT COSTS. Payment Vouchers will be made monthly on the basis of calendar months. In the event a monthly payment voucher is \$500.00 or less, the LOCAL GOVERNMENT shall forgo the submission of the monthly voucher until such time that the sum of amounts earned less previous partial payments exceeds \$500.00. The DEPARTMENT shall, at the request of the LOCAL GOVERNMENT, review such payment vouchers. If approved, the vouchers shall be certified by the Commissioner of Transportation or the Commissioner's designee and submitted to GSFIC along with the DEPARTMENT'S certification. After reimbursement from GSFIC, payment shall be made to the LOCAL GOVERNMENT, subject to the provisions set forth herein.

Should the work for the PROJECTS begin within any one month, the first voucher shall cover the partial period from the beginning date of the work through the last date of the month in which it began. The vouchers shall be numbered consecutively and subsequent vouchers submitted each month until the work is completed.

Payment will be made in the amount of sums earned less previous partial payments, contingent entirely upon the availability of TIA FUNDS as set forth herein. If an error is found in a previously paid invoice which resulted in overbilling by the LOCAL GOVERNMENT and/or an overpayment to the LOCAL GOVERNMENT, future payments will be made in the amount of sums earned less this error, contingent entirely upon the availability of TIA FUNDS as set forth herein.

The final payment voucher shall reflect the actual cost of work accomplished by the LOCAL GOVERNMENT under the terms of this Agreement, and shall be the basis for final payment. The final payment voucher shall include all ELIGIBLE PROJECT COSTS incurred by the LOCAL GOVERNMENT in all phases. See ARTICLE VII, FINAL PAYMENT for further detail. The final payment voucher for the PROJECTS must contain a certification from the LOCAL GOVERNMENT that all work has been completed in accordance with this Agreement in accordance with the scope as defined in the Approved Investment List, using the form provided by the DEPARTMENT.

Should the work under this Agreement be terminated by the DEPARTMENT, pursuant to the provisions of ARTICLE XI, TERMINATION, or subsection E. herein, the LOCAL GOVERNMENT shall be paid based upon the percentage of work completed at the point of termination, notwithstanding any just claims by the LOCAL GOVERNMENT, and contingent entirely upon the availability of TIA PROCEEDS as set forth herein.

E. Insufficient TIA FUNDS.

If the DEPARTMENT determines that there are insufficient TIA PROCEEDS remitted to the Department by GSFIC and designated by the Department for the PROJECTS, the DEPARTMENT may at in its sole discretion:

- 1) Terminate this Agreement immediately (and not pursuant to the provisions of Article XI) upon notice to the LOCAL GOVERNMENT and without further obligation on the part of the DEPARTMENT; or
- 2) Direct the Local Government to stop work under this Agreement. Such stop work suspension shall last for a maximum of ninety (90) days. After this ninety (90) day period, if TIA PROCEEDS as designated by the DEPARTMENT for the PROJECTS are available or are anticipated to be available, the

LOCAL GOVERNMENT will have the option to: (1) continue the work under the Agreement; (2) elect to terminate the Agreement pursuant to the termination provisions set forth in Article XI; or (3) agree to a new stop work suspension period as determined by the Department. No delay damages or consequential damages will be recoverable as a result of any stop work suspension period.

ARTICLE VII FINAL PAYMENT

Upon completion of the work by the LOCAL GOVERNMENT and acceptance by the DEPARTMENT of the work, including the receipt of any final written submission by the LOCAL GOVERNMENT and a final statement of costs, the DEPARTMENT shall submit the certified final payment voucher to GSFIC and, after receipt of reimbursement from GSFIC, shall pay to the LOCAL GOVERNMENT a sum equal to one hundred percent (100%) of the total compensation as set forth in all approved invoices, less the total of all previous partial payments, paid or in the process of payment, contingent upon the availability of TIA FUNDS as set forth in ARTICLE VI, COMPENSATION AND PAYMENT.

The LOCAL GOVERNMENT agrees that acceptance of this final payment shall be in full and final settlement of all claims arising against the DEPARTMENT or the State for work done, materials furnished, costs incurred, or otherwise arising out of this Agreement and shall release the DEPARTMENT and the State from any and all further claims of whatever nature, whether known or unknown, for and on account of said Agreement, and for any and all work done, and labor and materials furnished, in connection with the same.

The LOCAL GOVERNMENT will allow examination and verification of costs by the DEPARTMENT and GSFIC's representative(s) before final payment is made, in accordance with the provisions of Article IX, MAINTENANCE OF CONTRACT COST RECORDS, herein. If the DEPARTMENT or any authorized entity's examination of the contract cost records, as provided for in Article IX, results in unallowable expenses, the LOCAL GOVERNMENT shall immediately be responsible for reimbursing the DEPARTMENT the full amount of such disallowed expenses.

ARTICLE VIII SUBSTANTIAL CHANGES

No material changes in the scope, character, complexity, or duration of the PROJECTS from those required under the Agreement or from the general description of the PROJECTS as approved by the DEPARTMENT shall be allowed without the execution of a written Supplemental Agreement between the DEPARTMENT and LOCAL GOVERNMENT.

Minor changes in the work which do not involve increased compensation, extensions of time, or changes in the goals and objectives of the PROJECTS, may be made by written notification of such change by either party with written approval by the other party.

ARTICLE IX MAINTENANCE OF CONTRACT COST RECORDS

The LOCAL GOVERNMENT shall maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred on the PROJECTS and used in support of its proposal and shall make such material available at all reasonable times during the period of the Agreement, and for seven years from the date of final payment under the Agreement, for inspection by the DEPARTMENT, any authorized entity, any reviewing agencies, and the Citizen Review Panel as referenced in the ACT; and copies thereof shall be furnished upon request. The LOCAL GOVERNMENT agrees that the provisions of this Article shall be included in any Agreement it may make with any engineering firm, contractor, subcontractor, assignee, or transferee. The LOCAL GOVERNMENT shall provide any and all information and/or documentation requested by GDOT or GSFIC, when either state agency is complying with the requirements of O.C.G.A. § 48-8-249(d).

**ARTICLE X
SUBLETTING, ASSIGNMENT, OR TRANSFER**

The work of the LOCAL GOVERNMENT is considered personal by the DEPARTMENT. The LOCAL GOVERNMENT agrees not to assign, sublet, or transfer any or all of its interest in this Agreement without prior written approval of the DEPARTMENT.

The DEPARTMENT reserves the right to review all contracts and subcontracts prepared in connection with the Agreement and maintained by the LOCAL GOVERNMENT, and the LOCAL GOVERNMENT agrees that upon request it shall submit to the DEPARTMENT proposed contract and subcontract documents together with contractor and subcontractor cost estimates in its possession for the DEPARTMENT's review and written concurrence in advance of their execution.

**ARTICLE XI
TERMINATION**

The DEPARTMENT reserves the right to terminate this Agreement at any time for just cause, or for any cause, or for no cause upon sixty (60) days written notice to the LOCAL GOVERNMENT, notwithstanding any just claims by the LOCAL GOVERNMENT for payment of services rendered prior to the date of termination. Subject to the availability of TIA PROCEEDS designated by the Department for the PROJECTS, the provisions of ARTICLE VI COMPENSATION AND PAYMENT and the Department's Prioritization and Order of Payments policy, the Department will make all efforts to pay the LOCAL GOVERNMENT for services rendered prior to the date of termination.

Subject to the provisions of ARTICLE VI, COMPENSATION AND PAYMENTS, it is understood by the parties hereto that should the DEPARTMENT terminate this Agreement prior to the completion of a PROJECT or PROJECT Element the LOCAL GOVERNMENT shall be reimbursed for such PROJECT or PROJECT Element contingent upon the availability of TIA PROCEEDS as set forth in ARTICLE VI, COMPENSATION AND PAYMENT.

Failure to meet the time set for completion of an approved work authorization may be considered just cause for termination of the Agreement.

**ARTICLE XII
MAINTENANCE AND OPERATIONS OF PROJECTS**

In accordance with the provisions of O.C.G.A. § 32-2-2(a)(1), the DEPARTMENT shall plan, designate, improve, manage, control, construct, and maintain a state highway system and shall have control of and responsibility for all construction, maintenance, or any other work upon the state highway system and all other work which may be designated to be done by the DEPARTMENT by this title or any other law. However, on those portions of the state highway system lying within the corporate limits of any municipality, the DEPARTMENT shall be required to provide only substantial maintenance activities and operations, including but not limited to reconstruction and major resurfacing, reconstruction of bridges, erection and maintenance of official department signs, painting of striping and pavement delineators, furnishing of guardrails and bridge rails, and other major maintenance activities.

It shall be the duty of the DEPARTMENT to maintain, or cause to be maintained, any PROJECTS constructed as part of a Federal-aid system. For those PROJECTS that are not part of the Federal-aid system, the maintenance responsibility will reside with the LOCAL GOVERNMENT, the county or municipality in which the PROJECTS are located.

Notwithstanding the foregoing, the DEPARTMENT is responsible for inspection of bridges in Georgia, both on and off the State Highway System. The LOCAL GOVERNMENT will be notified by the DEPARTMENT of all deficient bridges under their jurisdiction. It is the responsibility of the LOCAL GOVERNMENT to post load limits signs or close bridges based on the DEPARTMENT bridge inspection reports and the deficient bridge list.

Any maintenance activities that are the responsibility of the LOCAL GOVERNMENT pursuant to O.C.G.A. § 32-2-2(a)(1), as set forth herein, or made the subject of other agreements with the DEPARTMENT shall not be reimbursed from TIA FUNDS except as stated herein for Transit projects.

The DEPARTMENT reserves the right to conduct periodic site inspections for the purpose of confirming proper operation and maintenance of the PROJECTS. The LOCAL GOVERNMENT shall be responsible for the continual maintenance, operation and replacement of all lighting systems installed for the PROJECTS.

Furthermore, if the PROJECTS pertain to or includes a roundabout, the LOCAL GOVERNMENT shall also be responsible for the maintenance and operation of all lighting and the maintenance of all landscaping installed as part of any roundabout construction and shall not be reimbursed from TIA FUNDS.

ARTICLE XIII OWNERSHIP OF DOCUMENTS

The LOCAL GOVERNMENT agrees that all reports, drawings, studies, specifications, survey notes, estimates, maps, computations, computer discs and printouts and other data prepared by, of, or for it under the terms of this Agreement shall remain the property of the LOCAL GOVERNMENT upon termination or completion of the work if the work is on a local roadway. The DEPARTMENT shall have the right to use the same without restriction or limitation and without additional compensation to the LOCAL GOVERNMENT other than that provided for in this Agreement.

If the PROJECTS are on the state route system, the LOCAL GOVERNMENT agrees that all of the foregoing information shall be provided to the DEPARTMENT and is the sole property of the DEPARTMENT.

ARTICLE XIV PUBLICATION AND PUBLICITY

Articles, papers, bulletins, data, studies, statistics, interim or final reports, oral transmittals or any other materials reporting the plans, progress, analyses, results, or findings of work conducted under this Agreement regarding the TIA Program shall not be presented publicly or published without prior written approval by the DEPARTMENT.

All releases of information, findings, and recommendations regarding the TIA Program shall include a disclaimer provision and that all published reports shall include that disclaimer on the cover and title page in the following form:

"The contents in this publication reflect the views of the author(s), who is (are) responsible for the facts and accuracy of the data presented herein. The opinions, findings, and conclusions in this publication are those of the author(s) and do not necessarily reflect the official views or policies of those of the Department of Transportation, State of Georgia. This publication does not constitute a standard, specification or regulation."

If any information concerning the TIA Program, its conduct, results or data gathered or processed should be released by the LOCAL GOVERNMENT without prior approval from the DEPARTMENT, the release of same may constitute grounds for termination of this Agreement without indemnity to the LOCAL GOVERNMENT; but should any such information be released by the DEPARTMENT, or by the LOCAL GOVERNMENT with such prior written approval, the same shall be regarded as public information and no longer subject to the restrictions of this Agreement.

Provided, however, that should the release of such information be required under the Georgia Open Records Act, O.C.G.A. Section 50-18-70, *et seq.*, the restrictions and penalties set forth herein shall not apply. Any request for information directed to the LOCAL GOVERNMENT, pursuant to the Georgia Open Records Act, for documents that are either received or maintained by the LOCAL GOVERNMENT in the performance of a service or function for or on behalf of the DEPARTMENT shall be released pursuant to provisions of the Open Records Act. Further, the LOCAL GOVERNMENT agrees to consult with the DEPARTMENT prior to releasing the requested documents.

**ARTICLE XV
DBE, SMALL BUSINESS AND VETERAN OWNED BUSINESS**

A. On May 17, 2012, the DEPARTMENT, acting by and through its Board, passed a resolution in which it:

- 1) reaffirmed its commitment to Title VI of the 1964 Civil Rights Act of nondiscrimination in the delivery and management of TIA funded projects; and
- 2) encouraged the use of Disadvantaged Business Enterprises (including minority and woman owned businesses), small businesses, and veteran owned businesses in any project that is funded in whole or in part by TIA funds, and encouraged wherever practical and feasible, the local government or governments that manage TIA funded projects to include the same in its delivery and management of a project.

B. Reference to this resolution shall be included in all contracts entered in by the LOCAL GOVERNMENT related to these PROJECTS.

C. While there is no DBE, small businesses or veteran owned businesses Goal required, the LOCAL GOVERNMENT is required to provide the following information monthly to the DEPARTMENT regarding whether it utilized any DBE (as defined in forth in 49 CFR Part 26), small business (as defined in 13 CFR Part 121) or veteran owned, along with the following information:

- 1) The names and addresses of DBE firms, small businesses or veteran owned businesses committed to participate in the Contract;
- 2) A description of the work each DBE firm, small business or veteran owned business will perform; and
- 3) The dollar amount of the participation of each DBE firm, small business or veteran owned business participating.

ARTICLE XVI

The Parties acknowledge that the documents listed below are hereby incorporated into and made a part of this Agreement as though expressly written herein:

- A. TIA Manual; and
- B. Department's "TIA Invoice Process", as may be amended from time to time; and
- C. Intergovernmental Agreement between the Georgia Department of Transportation and the Georgia State Financing and Investment Commission with an Effective Date of January 1, 2013, as amended by Supplemental Agreement No.1 dated October 23, 2013, and Supplemental Agreement No. 2 dated September 13, 2018.

ARTICLE XVII

A. ASSIGNMENT. Except as herein provided, the Parties hereto will not transfer or assign all or any of their rights, titles or interests hereunder or delegate any of their duties or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld.

B. NON WAIVER. No failure of either Party to exercise any right or power given to such Party under this Agreement, or to insist upon strict compliance by the other Party with the provisions of this Agreement, and no custom or practice of either Party at variance with the terms and conditions of this Agreement, will constitute a waiver of either Party's right to demand exact and strict compliance by the other Party with the terms and conditions of this Agreement.

C. CONTINUITY. Each of the provisions of this Agreement will be binding upon and inure to the benefit and detriment of GDOT and the LOCAL GOVERNMENT and the successors and assigns of GDOT and the LOCAL GOVERNMENT.

- D. TIME OF THE ESSENCE. All time limits stated herein are of the essence of this Agreement.

E. ~~PREAMBLE, RECITALS AND EXHIBITS.~~ The Preamble, Recitals and Exhibits hereto are a part of this Agreement and are incorporated herein by reference.

F. ~~SEVERABILITY.~~ If any one or more of the provisions contained herein are for any reason held by any court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provision hereof, and this Agreement will be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

G. ~~CAPTIONS.~~ The brief headings or titles preceding each provision hereof are for purposes of identification and convenience only and should be completely disregarded in construing this Agreement.

H. ~~GEORGIA AGREEMENT.~~ This Agreement will be governed, construed under, performed and enforced in accordance with the laws of the State of Georgia. Any dispute arising from this contractual relationship shall be governed by the laws of the State of Georgia, and shall be decided solely and exclusively by the Superior Court of Fulton County, Georgia. LOCAL GOVERNMENT hereby consents to personal jurisdiction and venue in said court and waives any claim of inconvenient forum.

I. ~~COUNTERPARTS.~~ This Agreement is executed in three (3) counterparts which are separately numbered but each of which is deemed an original of equal dignity with the other and which is deemed one and the same instrument as the other.

J. ~~INTERPRETATION.~~ Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one Party by reason of the rule of construction that a document is to be construed more strictly against the Party who itself or through its agent prepared the same, it being agreed that the agents of all Parties have participated in the preparation hereof.

K. ~~EXECUTION.~~ Each of the individuals executing this Agreement represents that they are authorized to execute this Agreement on behalf of their respective entities. 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.

L. ~~NO THIRD PARTY BENEFICIARIES.~~ Nothing contained herein shall be construed as conferring upon or giving to any person, other than the Parties hereto, any rights or benefits under or by reason of this Agreement.

M. ~~ENTIRE AGREEMENT.~~ This Agreement supersedes all prior negotiations, discussion, statements and agreements between the Parties and constitutes the full, complete and entire agreement between the Parties with respect hereto; no member, officer, employee or agent of either Party has authority to make, or has made, any statement, agreement, representation or contemporaneous agreement, oral or written, in connection herewith, amending, supplementing, modifying, adding to, deleting from, or changing the terms and conditions of this Agreement. No modification of or amendment to this Agreement will be binding on either Party hereto unless such modification or amendment will be properly authorized, in writing, properly signed by both Parties and incorporated in and by reference made a part hereof.

ARTICLE XVIII COMPLIANCE WITH APPLICABLE LAWS

A. The undersigned, on behalf of the LOCAL GOVERNMENT, certify that the provisions of Section 45-10-20 through 45-10-28 of the Official Code of Georgia Annotated relating to Conflict of Interest and State employees and officials trading with the State have been complied with in full.

B. The LOCAL GOVERNMENT has read and understands the regulations for STATE AUDIT REQUIREMENT as stated in Appendix B of this Agreement and will comply in full with said provisions of O.C.G.A. § 36-81-7.

C. By execution of this Agreement, I, on behalf of the LOCAL GOVERNMENT, certify under penalty of law that the LOCAL GOVERNMENT is in compliance with the service delivery strategy law (O.C.G.A. Sec. 36-701 et seq.) and is not debarred from receiving financial assistance from the State of Georgia, as stated in Appendix B.

D. The LOCAL GOVERNMENT hereby agrees that it shall comply, and shall require its subcontractors to, comply with all applicable requirements of the American with Disabilities Act of 1990 (ADA), 42 U.S.C. 12101, et seq. and 49 U.S.C. 322; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 791; and regulations and amendments thereto.

E. The LOCAL GOVERNMENT hereby agrees that it shall, and shall require its contractors and subcontractors to, comply with GA Code Title 25, Section 9, Georgia Utility Facility Protection Act, CALL BEFORE YOU DIG 1-800-282-7411.

F. Pursuant to O.C.G.A. § 13-10-91, the LOCAL GOVERNMENT and all contractors and subcontractors performing work under this Agreement are, and shall be at all times, in compliance with the Federal Work Authorization Program. Prime contractors and subcontractors may participate in any of the electronic verification work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United State Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 ("IRCA"), Appendix C.

G. LOCAL GOVERNMENT acknowledges and agrees that failure to complete appropriate certifications or the submission of a false certification shall result in the termination of this Agreement pursuant to the provisions of Article XI.

H. The undersigned, on behalf of the LOCAL GOVERNMENT, certifies that it shall comply with the provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-Free Workplace Act", in full; and a drug-free workplace will be provided for the Local Government's employees during the performance of the Agreement.

1) Each subcontractor hired by the LOCAL GOVERNMENT shall be required to ensure that the subcontractor's employees are provided a drug-free workplace. The LOCAL GOVERNMENT shall secure from that subcontractor the following written certification: "As part of the subcontracting contract with _____ certifies that a drug-free workplace will be provided for the subcontractor's employees during the performance of this Agreement pursuant to paragraph (7) of subsection (b) of the Official Code of Georgia Annotated Section 50-24-3".

2) Through execution of this Agreement, the LOCAL GOVERNMENT certifies that it will not engage in unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Agreement.

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

GEORGIA DEPARTMENT OF
TRANSPORTATION

LOWNDES COUNTY, GEORGIA

Commissioner (Seal)

Signature Date

Printed Name/Title

PLACE SEAL HERE

ATTEST:

Treasurer

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.

Signature Date

Printed Name/Title

Federal Employer Identification Number

EXHIBITS

Exhibit A

Work Schedule

Exhibit B

Scope and Procedure

EXHIBIT A
WORK SCHEDULE

1) Hall Road Paving & Drainage, P.I. 0016281

The LOCAL GOVERNMENT shall provide the DEPARTMENT with a detailed project schedule that reflects milestones, deliverables with durations for all pertinent activities to develop critical path elements. An electronic project schedule shall be submitted to the DEPARTMENT after execution of this Agreement

The DEPARTMENT may request additional or updated information and documentation regarding the WORK SCHEDULE from the LOCAL GOVERNMENT at any time.

If applicable, this must include the yearly operations plan for a transit project, to be updated annually by the LOCAL GOVERNMENT.

EXHIBIT B
SCOPE AND PROCEDURE

- 1) Construction, operation and maintenance of Hall Road Paving & Drainage, P.I. 0016281

APPENDICES

- Appendix A Local Project Delivery Application
- Appendix B Certificate of Compliances
- Appendix C Georgia Security and Immigration Compliance Act Affidavit
- Appendix D Local Government Resolution

APPENDIX A

LOCAL PROJECT DELIVERY APPLICATION
for the following Projects:

- 1) Hall Road Paving & Drainage, P.I. 0016281**



Russell R. McMurry, P.E., Commissioner
One Georgia Center
600 West Peachtree NW
Atlanta, GA 30308
(404) 631-1990 Main Office

March 20, 2024

Mr. Michael Fletcher, County Engineer
Lowndes County
327 North Ashley Street
Valdosta, GA 31601

**SUBJECT: PI# 0016281, Hall Road Paving & Drainage
Local Delivery Approval**

Mr. Fletcher:

The Department has reviewed the TIA Local Government Application for project delivery submitted for the above referenced project. The Local Delivery Application has been approved for the following phases:

- Preliminary Engineering (PE)
- Right of Way (ROW)
- Utilities (UTL)
- Construction (CST)

A Local Agreement between the Georgia Department of Transportation and Lowndes County is required to be executed prior to beginning work. A written Notice to Proceed from the Department is also required prior to beginning work on any project phase.

Should you have any questions, or need additional information, please contact Brent Moseley at 912-530-4391 or by email at bmoseley@dot.ga.gov.

Sincerely,

A handwritten signature in blue ink that reads 'Brent Moseley FOR:'. The signature is written in a cursive style.

Kenneth Franks,
State TIA Administrator

KKF:BAM

Cc: Dan Bodycomb, TIA Program Manager
Christy Lovett, TIA Pre-Construction Manager
Bobby Adams, TIA Procurement Manager
Project File



Transportation Investment Act (TIA) Local Project Delivery Application

Section I – Local Government Applicant Information		
Applicant Lowndes County		Main Contact Michael Fletcher, P.E.
Contact Title County Engineer		Phone Number 229-671-2424
Local Government Email address mfletcher@lowndescounty.com		
Contact Address 327 N Ashley St		
Address Line 2 2nd Floor Engineering Department		
City Valdosta	State GA	Zip Code 31601

Section II – Project Information			
County Lowndes	City Valdosta	Congressional District 8	GDOT District 4
Regional Commission Southern Georgia		MPO Region (if applicable) Valdosta	
Regional Commission ID Number/ PI Number/ and Project Name SGRC-120 / 0016281 / Hall Road Paving & Drainage Improvements			
<input checked="" type="checkbox"/> Local Government is LAP Certified			

Please check all phases of delivery in which the Local Government desires to have responsibility (PE, ROW, UTL, CST)

- Preliminary Engineering (PE)
- Right of Way (ROW)
- Utilities (UTL)
- Construction (CST)

Section III–Method of Delivery

The Local Government’s plan for delivering the selected phase(s) of the Project. Include in this plan the types of resources needed, both inhouse and consultants, and your procedures for managing project quality, scope, schedule, and budget:

Lowndes County will follow the Lowndes County Procurement Policy in the delivery of the project. A GDOT pre-qualified engineering firm will be hired to provide surveying, environmental and civil construction plans for the project. A GDOT pre-qualified real estate negotiator will be hired to negotiate the procurement of the Right of Way required for this project. Lowndes County currently employs a professional engineer and multiple engineering technicians that will oversee the construction of the project.

Please list the Local Government’s previous experience with Project Delivery. List two projects of similar scope and cost.

Project Name:
Clyattstone and Simpson Road Grading, Drainage, Base, and Paving

Project Description:
Grading, base, drainage and paving of an existing County Dirt Road. Total length of the project was 2.23 miles in length

Construction Let Date:
August 2020

Construction Completion Date:
August 2022

Initial Cost Estimate:
\$2,400,000

Final Completed Cost:
\$2,400,000

Project Name:
Hightower Road and Cooper Road NE Paving Project

Project Description:
Grading, base, drainage and paving of an existing County Dirt Road. Total length of the project was 3.26 miles in length

Construction Let Date:
July 2022

Construction Completion Date:
February 2024

Initial Cost Estimate:
\$3,750,000

Final Completed Cost:
\$3,750,000

Is the Project on the State Route System or does it tie to a State Route?
 No

Procedures in place or that will be in place for regular reporting to GDOT of Project scope, schedule, and budgets.
Monthly Conference Calls with GDOT TIA Officials

The Local Government's procedures in place for contract payment validation.
Lowndes County Procurement Policy

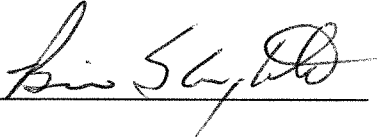
The Local Government's conflict of interest policy.
Lowndes County Procurement Policy

Complete the information below and submit to:

Kenneth Franks, State TIA Administrator
Georgia Department of Transportation
600 West Peachtree Street, NW
Atlanta, Georgia 30308

I hereby certify that I am a principle and duly authorized representative of
Lowndes County Board of Commissioners, Georgia, whose address is 327 North Ashley Street,
Valdosta, GA 31601.

LOCAL GOVERNMENT:

 (Signature)

Chairman (Title)

2-27-24 (Date)

APPENDIX B

CERTIFICATION OF COMPLIANCES

I hereby certify that I am a principle and duly authorized representative of Lowndes County, Georgia, whose address is 327 N Ashley Street, Valdosta, GA 31601, and it is also certified that:

I. PROCUREMENT REQUIREMENTS

The below listed provisions of State Procurement requirements shall be complied with throughout the contract period:

- (a) Provisions of Section Chapters 2 and Chapters 4 of the Title 32 of the Official Code of Georgia Annotated. Specifically as to the County the provisions of O.C.G.A. § 32-4-40 *et seq.* and as to the Municipality the provisions of O.C.G.A. § 32-4-92 *et seq.*

II. STATE AUDIT REQUIREMENT

The provisions of Section 36-81-7 of the Official Code of Georgia Annotated, relating to the “Requirement of Audits” shall be complied with throughout the contract period in full, including but not limited to the following provisions:

- (a) Each unit of local government having a population in excess of 1,500 persons or expenditures of \$ 550,000.00 or more shall provide for and cause to be made an annual audit of the financial affairs and transactions of all funds and activities of the local government for each fiscal year of the local government.
- (b) The governing authority of each local unit of government not included above shall provide for and cause to be made the audit required not less often than once every two fiscal years.
- (c) The governing authority of each local unit of government having expenditures of less than \$ 550,000.00 in that government’s most recently ended fiscal year may elect to provide for and cause to be made, in lieu of the biennial audit, an annual report of agreed upon procedures for that fiscal year.
- (d) A copy of the report and any comments made by the state auditor shall be maintained as a public record for public inspection during the regular working hours at the principal office of the local government. Those units of local government not having a principal office shall provide a notification to the public as to the location of and times during which the public may inspect the report.
- (e) The audits of each local government shall be conducted in accordance with generally accepted government auditing standards.

III. SERVICE DELIVERY STRATEGY REQUIREMENT

The provisions of Section 36-70-20 *et seq.* of the Official Code of Georgia, relating to the “Coordinated And Comprehensive Planning And Service Delivery By Counties And Municipalities”, as amended, has been complied with throughout the contract period.

Date

Signature

APPENDIX C

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Name of Contracting Entity: Lowndes County

Contract No. and Name: IGTIA2402104
TRANSPORTATION INVESTMENT ACT OF 2010 PROJECT AGREEMENT

By executing this affidavit, the undersigned person or entity verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or entity which is contracting with the Georgia Department of Transportation has registered with, is authorized to participate in, and is participating in 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. § 13-10-91.

The undersigned person or entity further agrees that it will continue to use the federal work authorization program throughout the contract period, and it will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the undersigned with the information required by O.C.G.A. § 13-10-91(b).

The undersigned person or entity further agrees to maintain records of such compliance and provide a copy of each such verification to the Georgia Department of Transportation within five (5) business days after any subcontractor is retained to perform such service.

E-Verify / Company Identification Number

Signature of Authorized Officer or Agent

Date of Authorization

Printed Name of Authorized Officer or Agent

Title of Authorized Officer or Agent

Date

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

____ DAY OF _____, 20__

Notary Public

[NOTARY SEAL]

My Commission Expires: _____

APPENDIX D

**LOCAL GOVERNMENT RESOLUTION
for the following Projects:**

- 1) Hall Road Paving & Drainage, P.I. 0016281**

Please replace this page with your authorizing resolution as required by the code section O.C.G.A § 32-4-61. A county shall have the authority to contract as set forth in this part and in paragraph (1) of Code Section 32-4-42. Any contract for work on all or part of the county road system shall be in writing and shall be approved by resolution which shall be entered on the minutes of such county

SAMPLE RESOLUTION

STATE OF GEORGIA

LOWNDES COUNTY

BE IT RESOLVED by the Commission Chairman and Board of Commissioners of Lowndes County, and it is hereby resolved, that the foregoing attached Agreement, relative to the aforementioned projects and that [Name] as Commission Chairman and [Name], as Clerk, be and they are, thereby authorized and directed to execute the same for and in behalf of said by the Commission Chairman and Board of Commissioners of Lowndes County.

Passed and adopted this the _____ day of _____, 20____.

ATTEST:

COUNTY CLERK

BY: _____
CHAIRMAN

STATE OF GEORGIA,

LOWNDES COUNTY

I, [Name], as Clerk of Commission, do hereby certify that I am custodian of the books and records of the same, and that the above and foregoing copy of the original is now on file in my office, and was passed by the Commission Chairman and Board of Commissioners of Lowndes County.

WITNESS my hand and official signature, this the _____ day of _____,
20_____.

BY: _____
CLERK OF

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: Pronto Consulting, LLC Agreement, Amended Schedule A

Regular Session

DATE OF MEETING: May 14, 2024

BUDGET IMPACT: No impact

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: Pronto Consulting, LLC Agreement Amended Schedule

HISTORY, FACTS AND ISSUES: Lowndes County Probation signed a contract with Pronto Consulting in May 2019. Pronto Consulting sent an amended schedule to the contract, changing the originally agreed-upon fee. The requested change is due to inflation in prices.

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

RECOMMENDED ACTION: Approve

DEPARTMENT: Probation

DEPARTMENT HEAD: Ferlisha Rountree

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

AMENDED SCHEDULE A

MASTER SUBSCRIPTION AGREEMENT BETWEEN PRONTO CONSULTING, LLC
AND LOWNDES COUNTY, GEORGIA

PLATFORM COMPONENT SUBSCRIPTION	MONTHLY FEE	START DATE	END DATE
<u>Pronto Software as a Service (SAAS)</u> <u>for up to (16) users</u>	<u>\$1,320.00</u>	<u>7/01/2024</u>	<u>06/30/2025</u>
<u>**Each additional users above 16</u>	<u>\$82.50</u>		
		MONTHLY TOTAL	<u>\$1,320.00</u>
		FOR 16 USERS	

**Additional programming will be billed at the current hourly rate as agreed upon in writing.

Lowndes County Board of Commissioners

By: _____

Name: _____

Title: _____

Date: _____

Pronto Consulting, LLC

By: _____

Name: Cody Page

Title: Chief Operations Officer

Date: _____

MASTER SUBSCRIPTION AGREEMENT

This MASTER SUBSCRIPTION AGREEMENT is entered into on May 31st 2019 ("Effective Date"), by and between PRONTO CONSULTING, LLC, a Georgia limited liability company with offices at 106 Colony Park Drive, Suite 700, Cumming, Georgia 30040, and Lowndes County Board of Commissioners, 327 N. Ashley Street, Valdosta, Georgia 31601 ("Customer").

1. DEFINITIONS

"Affiliate" means any entity which directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

"Agreement" means this Master Subscription Agreement, the Schedules hereto (including Schedule A setting forth the Platform Component Subscription for Pronto Software as a Service and price therefor being purchased by Customer from Pronto Consulting, LLC under this Agreement), and such other documents, attachments, addenda, and exhibits that the parties' authorized representatives may mutually agree to in writing from time to time as being a part of this Agreement.

"Content" means the information, documents, software, products, and services contained or made available to Customer in the course of using the Platform.

"Customer's Data" means all electronic data or information submitted by Customer or Customer's Users to the Platform.

"Malicious Code" means viruses, worms, time bombs, Trojan horses, and other harmful or malicious code, files, scripts, agents, or programs.

"OEM Products" means online, Web-accessible applications and offline software products ordered, if any, by Customer under an addendum executed by both parties added to Schedule A that are owned by third parties and are to be provided to Customer by PRONTO CONSULTING, LLC on a pass-through or OEM basis.

"Platform" means the online, Web-accessible applications and platform, OEM Products, and Content for probation tracking and monitoring of probationer compliance and status provided by PRONTO CONSULTING, LLC via the internet and/or other designated websites as described in the User Guide, that are ordered by Customer under Schedule A, including associated offline components but excluding Third-Party Applications.

"Schedule A" means the ordering document for purchases hereunder, including addenda thereto that are entered into between Customer and PRONTO CONSULTING, LLC from time to time. Schedule A, and each addenda thereto, shall be deemed incorporated herein by reference.

"Subscription Term" means the period of time from the start date to the end date specified in Schedule A for each subscription purchased thereunder. Each renewal of a subscription, whether automatic or in writing, shall constitute a new Subscription Term for that subscription.

"Third-Party Applications" means online, Web- accessible applications and offline software products that are provided to Customer by third parties and that interoperate with the Platform.

"User Guide" means the online user guide for the Platform, accessible via the Platform, as updated from time to time.

"Users" means individuals who are authorized to use the Platform, for whom subscriptions to the Platform have been purchased under this Agreement, who are located in the United States or its territories, and who have been supplied user identifications and passwords by Customer (or by PRONTO CONSULTING, LLC at Customer's request for use of the Platform). Each User must be an employee of Customer and may not be any other person or entity without the prior express written consent of PRONTO CONSULTING, LLC. "Admin Users" are a particular type of User, with administrative rights to use the Platform.

2. PLATFORM

2.1. Provision of Platform. Subject to Customer's compliance with this Agreement and timely payment of all applicable fees due under this Agreement, PRONTO CONSULTING, LLC shall make the Platform available to Customer pursuant to this Agreement and Schedule A during each Subscription Term for Customer's use in the United States and its territories in conformance with this Agreement. Customer agrees that Customer's purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by PRONTO CONSULTING, LLC regarding future functionality or features.

2.2 User Subscriptions. Unless otherwise specified in Schedule A, (a) the Platform is provided through User subscriptions and may be accessed by no more than the number of Users specified in Schedule A, (b) additional User subscriptions may be purchased under an addendum to Schedule A during the Subscription Term at the pricing as defined in such addendum, prorated for the remainder of the Subscription Term in effect at the time the additional User subscriptions are added, and (c) the added User subscriptions shall terminate on the same date as the pre-existing User subscriptions. User subscriptions are for designated Users and cannot be shared or used by more than one User, but may be reassigned to new Users replacing former Users who no longer require ongoing use of the Platform.

2.3 Customer's Affiliates. Customer's Affiliates, located in the United States and its territories, may utilize the Platform and User subscriptions, subject to the terms of this Agreement. Customer, however, shall remain responsible for such Affiliates' compliance with the terms of this Agreement and warrants that Customer has the authority to bind its Affiliates to the terms of this Agreement.

3. USE OF THE PLATFORM

3.1 PRONTO CONSULTING, LLC's Responsibilities.



3.1.1. PRONTO CONSULTING, LLC shall: (a) provide to Customer basic support for the Platform as defined below in Section 3.1.2 ("Support"); (b) use commercially reasonable efforts to make the Platform available 24 hours a day, 7 days a week, except for: (i) planned downtime (of which PRONTO CONSULTING, LLC shall give at least five (5) business days notice via the Platform or PRONTO CONSULTING, LLC's current support policy, as described in Schedule B, and which PRONTO CONSULTING, LLC shall schedule to the extent practicable during the weekend hours from 6:00 p.m. Eastern time Friday to 3:00 a.m. Eastern time Monday) and (ii) any unavailability caused by circumstances beyond PRONTO CONSULTING, LLC's reasonable control, including without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving PRONTO CONSULTING, LLC's employees), or Internet service provider failures or delays; and (c) provide the Platform only in accordance with applicable laws and government regulations.

3.1.2 PRONTO CONSULTING, LLC shall provide to Customer's Admin Users the level of Support specified in this Agreement. PRONTO CONSULTING, LLC will provide such Support under PRONTO CONSULTING, LLC's customer support policies for the Platform in effect generally for Pronto Consulting, LLC's purchasers of the Platform as applicable at the time the Support services are rendered. The current version of the Support policy for the Platform can be found in the Platform on the Support tab. The customer support policy for the Platform, incorporated in this Agreement, is subject to change at PRONTO CONSULTING, LLC's discretion upon thirty (30) days prior written notice to Customer. However, PRONTO CONSULTING, LLC will not materially reduce the level of Support provided for the Platform during a Subscription Term for which subscription fees specified in Schedule A are payable under this Agreement.

3.2. Customer's Responsibilities. Customer shall (a) be responsible for Users' compliance with this Agreement, (b) be solely responsible for the accuracy, quality, integrity, and legality of Customer's Data and of the means by which Customer acquired and uses Customer's Data, (c) use commercially reasonable efforts to prevent unauthorized access to or use of the Platform, and notify PRONTO CONSULTING, LLC promptly of any such unauthorized access or use, and (d) use the Platform only in accordance with the User Guide and applicable laws and government regulations. Customer shall not knowingly (i) make the Platform available to anyone other than Users, (ii) sell, resell, rent, or lease the Platform, (iii) use the Platform to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy or data protection rights, (iv) use the Platform to store or transmit Malicious Code, (v) interfere with or disrupt the integrity or performance of the Platform or third-party data contained therein, or (vi) attempt to gain unauthorized access to the Platform or its related systems or networks.

3.3 Acceptable Use. Customer acknowledge and agree that PRONTO CONSULTING, LLC does not monitor or police the content of communications or data of Customer or Customer's Users uploaded in or transmitted through the Platform, and that PRONTO CONSULTING, LLC shall not be responsible for the content of any such communications or transmissions. Customer shall use the Platform exclusively for authorized and legal purposes, consistent with all applicable laws and regulations. Customer agrees not to knowingly load into the Platform any content or data which (a) is libelous, defamatory, obscene, pornographic, abusive, harassing, or threatening; (b) contains viruses or other contaminating or destructive features; (c) violates the rights of others, such as data which infringes on any intellectual property rights or violates any right of privacy, publicity, or data protection; or (d) otherwise violates any applicable law (including, without limitation, the laws and regulations governing unfair competition).

PRONTO CONSULTING, LLC reserves the right to delete, move, or edit any of Customer's Data that PRONTO CONSULTING, LLC may determine, in PRONTO CONSULTING, LLC's sole but reasonable discretion, violates this Agreement.

3.4. Usage Limitations. The Platform may be subject to other limitations, such as, for example, limits on disk storage space and on the number of calls Customer is permitted to make against PRONTO CONSULTING, LLC's application programming interface. Any such limitations are specified in the User Guide and are applicable generally to subscribers of the Platform.

4. THIRD-PARTY PROVIDERS AND OEM PRODUCTS

4.1. Acquisition of Third-Party Products and Services. Any acquisition by Customer of third-party products or services, including but not limited to Third-Party Applications and implementation, customization, and other consulting services, and any exchange of data between Customer and any third-party provider, is solely between Customer and the applicable third-party provider. PRONTO CONSULTING, LLC does not warrant or support third-party products or services, whether or not they are designated by PRONTO CONSULTING, LLC as "certified" or otherwise, except as specified in Schedule A. No purchase of third-party products or services is required to use the Platform.

4.2. Third-Party Applications and Customer's Data. If Customer installs or enables third-party components, whether Third-Party Applications or OEM Products, for use with the Platform, Customer acknowledges that PRONTO CONSULTING, LLC may allow providers of those products to access Customer's Data, to the extent not prohibited by applicable law, rule, or regulation, as required for the interoperation of such products with the Platform. PRONTO CONSULTING, LLC shall not be responsible for any disclosure, modification, or deletion of Customer's Data resulting from any such access by Third-Party Application providers or OEM Product providers.

4.3. OEM Products. Customer acknowledges that the OEM Products are proprietary products and materials of PRONTO CONSULTING, LLC's suppliers as identified in Schedule A, which are obtained under a license from such suppliers. Customer's use of any OEM Products shall be subject to, and Customer shall (a) comply with this Agreement and any applicable license agreement for OEM Products that is attached as an exhibit to this Agreement or otherwise provided to Customer in conjunction with an OEM Product ("OEM License"), (b) only use the OEM Products in conjunction with the Platform, (c) have no broader use rights with respect to the OEM Products than Customer has to the Platform in the form provided by PRONTO CONSULTING, LLC and as described in the User Guide, and (d) only have such rights to OEM Products for the applicable Subscription Term(s). In the event of a conflict between an OEM License and this Agreement, the terms of the OEM License shall prevail with respect to the applicable OEM Product. Notwithstanding anything herein to the contrary, PRONTO CONSULTING, LLC makes no warranty with respect to any OEM Products provided under this Agreement. Customer's sole remedy with respect to such OEM Products shall be pursuant to the original licensor's warranty, if any, to Customer, to the extent permitted by the original licensor or to Pronto Consulting, LLC which licensor's warranty it assigns to Customer. PRONTO CONSULTING, LLC may add and/or substitute equivalent product or service for any OEM Products in the event of unavailability or changes of Platform requirements.

5. FEES AND PAYMENT

5.1. User Fees. Customer shall pay all fees specified in Schedule A. Except as otherwise specified herein or in Schedule A, (a) fees are quoted and payable in United States dollars, (b) fees are based on subscriptions purchased and not actual usage, (c) payment obligations otherwise due under this Agreement are non-cancelable and fees paid otherwise due under this Agreement are non-refundable, and (d) the subscriptions purchased cannot be decreased during the relevant Subscription Term.

5.2. Invoicing and Payment. PRONTO CONSULTING, LLC will invoice Customer in advance and otherwise in accordance with Schedule A. Unless otherwise stated in Schedule A, invoiced charges are due net 30 days from the invoice date. Customer is responsible for maintaining complete and accurate billing and contact information with PRONTO CONSULTING, LLC.

5.3. Overdue Charges. If any charges otherwise due under this Agreement are not received by PRONTO CONSULTING, LLC from Customer within thirty (30) days after the due date therefor, then at PRONTO CONSULTING, LLC's discretion, (a) such charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid, and/or (b) PRONTO CONSULTING, LLC may condition future subscription renewals on payment terms shorter than those specified in Section 5.2 (Invoicing and Payment).

5.4. Suspension of Service and Acceleration. If any amount owing by Customer under this agreement for PRONTO CONSULTING, LLC's services is sixty (60) or more days overdue, PRONTO CONSULTING, LLC may, without limiting PRONTO CONSULTING, LLC's other rights and remedies, upon prior written notice to Customer suspend all access to the Platform until such amounts are paid in full.

5.5. Payment Disputes. PRONTO CONSULTING, LLC shall not exercise PRONTO CONSULTING, LLC's rights under Section 5.3 (Overdue Charges) or 5.4 (Suspension of Service and Acceleration) if the applicable charges are under reasonable and good-faith dispute and Customer and Pronto Consulting, LLC are cooperating diligently to resolve the dispute.

5.6. Taxes. Unless otherwise stated, PRONTO CONSULTING, LLC's fees do not include any taxes, levies, duties, or similar governmental assessments of any nature, including but not limited to value-added, sales, use, or withholding taxes, assessable by any local, state, provincial, federal, or foreign jurisdiction (collectively, "Taxes"). Customer is responsible for paying all Taxes associated with Customer's purchases hereunder. If PRONTO CONSULTING, LLC has the legal obligation to pay or collect Taxes for which Customer is responsible under this paragraph, the appropriate amount shall be invoiced to and paid by Customer, unless Customer provides PRONTO CONSULTING, LLC with a valid tax exemption certificate authorized by the appropriate taxing authority. Provided, however, and for clarity, PRONTO CONSULTING, LLC is solely responsible for taxes assessable against PRONTO CONSULTING, LLC based on PRONTO CONSULTING, LLC's income, property, and employees.

6. PROPRIETARY RIGHTS

6.1. Reservation of Rights. Subject to the limited rights expressly granted hereunder to Customer, PRONTO CONSULTING, LLC, and PRONTO CONSULTING, LLC's licensors, reserve all rights, title, and interest in and to the Platform, including all related intellectual property rights. No rights are granted to Customer

hereunder other than as expressly set forth herein.

6.2. Restrictions. Customer shall not knowingly (a) permit any third party to access the Platform except as permitted herein or in Schedule A, (b) create derivative works based on the Platform, (c) copy, frame, or mirror any part or content of the Platform, other than copying or framing on Customer's own intranets or otherwise for Customer's own internal business purposes, (d) reverse engineer the Platform, or (e) access the Platform in order to (i) build a competitive product or service or (ii) copy any features, function, or graphics of the Platform.

6.3. Ownership of Customer's Data. As between PRONTO CONSULTING, LLC and Customer, Customer exclusively owns all rights, title, and interest in and to Customer's Data. Customer grants PRONTO CONSULTING, LLC and PRONTO CONSULTING, LLC's contractors a limited, personal, transferable, non-exclusive license to use Customer's Data, to the extent permitted by applicable law, rules, and regulations, for the sole purpose, and solely as required, to provide the Platform, including reports, analytics, and other summary data, to Customer and other subscribers to the Platform (provided, however, that no personally identifiable information of Customer's customers will be shared by PRONTO CONSULTING, LLC with any party other than Customer, Customer's Affiliates and Users). Customer represents and warrants that it has obtained and will maintain all consents required by applicable law, rules and regulations necessary for the storage, transmission, and use of Customer's Data as described in this Agreement.

6.4. Enhancement Requests. PRONTO CONSULTING, LLC and PRONTO CONSULTING, LLC's licensors shall have a royalty-free, worldwide, transferable, sublicensable, irrevocable, perpetual license to use or incorporate into the Platform any enhancement requests provided by Customer, including Users, relating to the operation of the Platform.

6.5. [Intentionally Left Blank]

7. CONFIDENTIALITY

7.1. Definition of Confidential Information. As used herein, "Confidential Information" means all confidential information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether electronically, orally, or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Customer's Confidential Information shall include Customer's Data; PRONTO CONSULTING, LLC's Confidential Information shall include the Platform, the User Guide, and the terms and conditions of this Agreement and Schedule A; and Confidential Information of each party shall include its business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party to the other. However, Confidential Information (other than Customer's Data) shall not include any information that (a) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (b) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (c) is received from a third party without breach of any obligation owed to the Disclosing Party, or (d) was independently developed by the Receiving Party without reference to, or reliance upon, the Confidential Information of the Disclosing Party.

7.2. Protection of Confidential Information. Except as otherwise permitted in writing by the Disclosing Party, (a) the Receiving Party shall use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) not to disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement and (b) the Receiving Party shall limit access to Confidential Information of the Disclosing Party to those of its employees, contractors, and agents who need such access for purposes consistent with this Agreement.

7.3. Protection of Customer's Data. Without limiting the above, PRONTO CONSULTING, LLC shall maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality, and integrity of Customer's Data. Except as otherwise expressly provided in this Agreement, PRONTO CONSULTING, LLC shall not (a) modify Customer's Data, (b) disclose Customer's Data except as compelled by law in accordance with Section 7.4 (Compelled Disclosure) or as expressly permitted in writing by Customer, or (c) access Customer's Data except to provide the Platform, to exercise the rights under Section 6.3 (Ownership of Customer's Data), or to prevent or address service or technical problems, or at Customer's request in connection with customer support matters.

7.4. Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to such Confidential Information.

8. WARRANTIES AND DISCLAIMERS

8.1. PRONTO CONSULTING, LLC's Warranties. Except as specified in Section 8.4, PRONTO CONSULTING, LLC warrants that the Platform shall perform materially in accordance with the User Guide and the functionality of the Platform will not be materially decreased during a Subscription Term. For any breach of either such warranty, Customer's exclusive remedy shall be as provided in Section 11.3 (Termination for Cause) and Section 11.4 (Refund or Payment upon Termination) below.

8.2. Mutual Warranties. Each party represents and warrants that (a) it has the legal power to enter into this Agreement and (b) it will not knowingly transmit to the other party any Malicious Code (except for Malicious Code previously transmitted to the warranting party by the other party).

8.3. Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, AND EACH PARTY AND THEIR LICENSORS SPECIFICALLY DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, UNINTERRUPTED OR ERROR-FREE SERVICE, ERROR CORRECTION, AVAILABILITY, ACCURACY, AND ANY AND ALL IMPLIED WARRANTIES ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. Customer acknowledges that

PRONTO CONSULTING, LLC does not control the transfer of data over telecommunications facilities, including the internet. PRONTO CONSULTING, LLC does not warrant secure operation of the Platform or that PRONTO CONSULTING, LLC will be able to prevent third-party disruptions of the Platform. Customer acknowledges further that the Platform may be subject to limitations, delays, and other problems inherent in the use of the internet and electronic communications. PRONTO CONSULTING, LLC is not responsible for any delays, delivery failures, or other damage resulting from such problems with the use of the internet or electronic communications.

8.4 OEM Products. Warranties applying to the OEM Products, if any, are made solely by the third-party owner of such OEM Product and are limited to those offered by the applicable third-party owner of the OEM Product to Customer in the applicable OEM License, if any. PRONTO CONSULTING, LLC MAKES NO WARRANTIES WITH RESPECT TO SUCH PRODUCTS.

9. MUTUAL INDEMNIFICATION

9.1. Indemnification by PRONTO CONSULTING, LLC. PRONTO CONSULTING, LLC shall defend Customer against any claim, demand, suit, or proceeding made or brought against Customer by a third party alleging that the use of the Platform as permitted hereunder infringes or misappropriates the US intellectual property rights of such third party or violates applicable law (for purposes of this Section 9.1, "Claim against Customer"), and shall indemnify Customer for any damages finally awarded against, and for reasonable attorney's fees incurred by, Customer in connection with any such Claim against Customer that is specifically attributable to such Claim against Customer, or those costs and damages agreed to in a monetary settlement of such Claim against Customer; provided, that Customer (a) promptly gives PRONTO CONSULTING, LLC written notice of the Claim against Customer; (b) gives PRONTO CONSULTING, LLC sole control of the defense and settlement of the Claim against Customer (provided that PRONTO CONSULTING, LLC may not settle any Claim against Customer unless the settlement unconditionally releases Customer of all liability for the Claim against Customer); and (c) provides to PRONTO CONSULTING, LLC all reasonable assistance, at PRONTO CONSULTING, LLC's expense. Without limiting the foregoing, if the Platform becomes, or in PRONTO CONSULTING, LLC's opinion is likely to become, the subject of a Claim against Customer, PRONTO CONSULTING, LLC may, at PRONTO CONSULTING, LLC's option and expense, either (x) procure for Customer the right to continue lawfully using the allegedly infringing or misappropriated materials without any material loss or change in functionality; (y) replace or modify the same so that they become non-infringing without any material loss or change in functionality; or (z) terminate Customer's right to use all or part of the Platform and give Customer a refund or credit (at PRONTO CONSULTING, LLC's discretion) for the fees actually paid by Customer to PRONTO CONSULTING, LLC for the prior twelve-month period for the relevant subscriptions as of the date of termination, less a reasonable allowance for the period of time Customer actually used the Platform. Notwithstanding the foregoing, PRONTO CONSULTING, LLC will have no obligation of defense or indemnification or otherwise to the extent any claim or demand is based upon (1) any use of the Platform not in accordance with this Agreement and the User Guide; (2) an OEM Product or a Third-Party Application, (3) any modification of the Platform made by or content provided by Customer without PRONTO CONSULTING, LLC's prior written consent; (4) Customer's continued allegedly infringing activity after being notified thereof and provided modifications, replacements, or other remedies that would have avoided the alleged infringement or misappropriation.

9.2. Indemnification by Customer. Customer shall defend PRONTO CONSULTING, LLC against any claim,

demand, suit, or proceeding made or brought against PRONTO CONSULTING, LLC by a third party alleging (a) that Customer's Data, or Customer's use of the Platform in violation of this Agreement, infringes or misappropriates the US intellectual property rights of a third party or violates applicable law or (b) a claim arising from the breach by Customer, Customer's Affiliates, or Users of the Acceptable Use Policy as described in Section 3.3 of this Agreement, (collectively and individually for the purposes of this Section 9.2, "Claim against PRONTO CONSULTING, LLC") and shall indemnify PRONTO CONSULTING, LLC for any damages finally awarded against, and for reasonable attorney's fees incurred by, PRONTO CONSULTING, LLC in connection with any such Claim against PRONTO CONSULTING, LLC that are specifically attributable to such Claim against PRONTO CONSULTING, LLC, or those costs and damages agreed to in a monetary settlement of such Claim against PRONTO CONSULTING, LLC; provided, that PRONTO CONSULTING, LLC (a) promptly gives Customer written notice of the Claim against PRONTO CONSULTING, LLC; (b) gives Customer sole control of the defense and settlement of the Claim against PRONTO CONSULTING, LLC (provided that Customer may not settle any Claim against PRONTO CONSULTING, LLC unless the settlement unconditionally releases PRONTO CONSULTING, LLC of all liability for the Claim against PRONTO CONSULTING, LLC); and (c) provide to Customer all reasonable assistance, at Customer's expense.

9.3. Exclusive Remedy. This Section 9 (Mutual Indemnification) states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any type of third-party claim for infringement, or misappropriation.

10. LIMITATION OF LIABILITY

10.1. Limitation of Liability. EXCEPT FOR A PARTY'S INDEMNIFICATION OBLIGATIONS AS SET FORTH IN SECTION 9 (MUTUAL INDEMNIFICATION), IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY ONE TO THE OTHER ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER HEREUNDER OR, WITH RESPECT TO ANY SINGLE INCIDENT, THE AMOUNT PAID BY CUSTOMER HEREUNDER IN THE 12 MONTHS PRECEDING THE INCIDENT. THE FOREGOING SHALL NOT LIMIT CUSTOMER'S PAYMENT OBLIGATIONS UNDER SECTION 5 (FEES AND PAYMENT).

10.2. Exclusion of Consequential and Related Damages. IN NO EVENT SHALL EITHER PARTY OR THEIR LICENSORS HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS, REVENUES, DATA, OR USE, OR OTHER ECONOMIC ADVANTAGE, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER, OR PUNITIVE DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE PLATFORM, OEM PRODUCTS, OR THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE THE SAME OR FOR ANY CONTENT, OR ANY INTERRUPTION IN SERVICE, HOWEVER CAUSED, WHETHER IN CONTRACT, TORT, OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

11. TERM AND TERMINATION

11.1. Term of Agreement. This Agreement commences on the Effective Date and continues until all subscriptions granted in accordance with this Agreement have expired or been terminated.

11.2. Term of Subscriptions. Subscriptions purchased by Customer commence on the start date specified in Schedule A and continue for the Subscription Term specified therein. Except as otherwise specified in Schedule A, all subscriptions shall automatically renew for additional periods equal to the expiring Subscription Term or one year (whichever is shorter), provided, however, either party may terminate this Agreement and Subscriptions for convenience upon thirty (30) prior written notice to the other party.

11.3. Termination for Cause. A party may terminate this Agreement for cause: (a) upon 30 days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period or (b) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation, or assignment for the benefit of creditors.

11.4. Refund or Payment upon Termination. Upon any termination for cause by Customer, PRONTO CONSULTING, LLC shall refund Customer any prepaid fees covering the remainder of the Subscription Term after the effective date of termination. Upon any termination for cause by PRONTO CONSULTING, LLC, Customer shall pay any unpaid fees covering the Subscription Term through the effective date of termination. In no event shall any termination relieve Customer of the obligation to pay any fees otherwise payable under this Agreement to PRONTO CONSULTING, LLC for the period prior to the effective date of termination.

11.5. Return of Customer's Data. Upon request by Customer made within sixty (60) days after the effective date of termination of this Agreement, PRONTO CONSULTING, LLC will make available to Customer for download a file of Customer's Data in comma separated value (.csv) or Microsoft Excel (.xls) format along with attachments in their native format. After such 60-day period, PRONTO CONSULTING, LLC shall have no obligation to maintain or provide any of Customer's Data and shall thereafter, unless legally prohibited, delete all of Customer's Data in PRONTO CONSULTING, LLC's systems or otherwise in PRONTO CONSULTING, LLC's possession or under PRONTO CONSULTING, LLC's control (subject to the ongoing rights under Section 6).

11.6. Surviving Provisions. Section 5 (Fees and Payment), 6 (Proprietary Rights), 7 (Confidentiality), 8.1 (Pronto Consulting, LLC's Warranties), 8.3 (Disclaimer), 9 (Mutual Indemnification), 10 (Limitation of Liability), 11.4 (Refund or Payment upon Termination), 11.5 (Return of Customer's Data), and 12 (General Provisions) shall survive any termination or expiration of this Agreement.

12. GENERAL PROVISIONS

12.1. Export Compliance. Each party shall comply with the export laws and regulations of the United States in providing and using the Platform. Without limiting the foregoing, (a) each party represents that it is not named on any U.S. government list of persons or entities prohibited from receiving exports and (b) Customer shall not knowingly permit Users to access or use the Platform in violation of any U.S. export embargo, prohibition, or restriction.

12.2. Relationship of the Parties. The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the



parties.

12.3. No Third-Party Beneficiaries. This Agreement is for the benefit of the parties and their successors and permitted assigns and does not confer any rights or benefits on any third party, including any employee of a party, any client of a party, or any employee of a client of a party. Notwithstanding the foregoing, the parties acknowledge that OEM Product providers may be direct and intended third-party beneficiaries of this Agreement and may be entitled to enforce it directly against either party to the extent this Agreement relates to OEM Products, if any.

12.4. Notices. All notices required to be given under the terms of this Agreement must be in writing, postage or shipping charges prepaid, sent by both U.S. Postal Service regular mail and either certified mail return receipt requested, U.S. Postal Service Express Mail, UPS, or Federal Express, to the individuals and addresses specified below. Notices are effective upon receipt.

TO Customer:

Lowndes County Board of Commissioners
327 N. Ashley Street
3rd Floor
Valdosta, Georgia 31601
Attn: County Manager

TO PRONTO CONSULTING, LLC:

Pronto Consulting, LLC
106 Colony Park Drive
Suite 700
Cumming, Georgia 30040
ATTN: Legal

12.5. Waiver and Cumulative Remedies. No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity.

12.6. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.

12.7. Assignment. A party may not assign or delegate any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party. Notwithstanding the foregoing, Customer may assign this Agreement in its entirety (including, without limitation, the rights granted hereunder) in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets to an Affiliate or third party, in each case only if such Affiliate or third

party is not a direct competitor of PRONTO CONSULTING, LLC. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors, and permitted assigns.

12.8. **Applicable Law and Venue.** The validity, interpretation, and construction of this Agreement will be governed by and construed in accordance with the laws of the State of Georgia. The parties agree to the exclusive jurisdiction and venue of the state and federal courts sitting in Lowndes County, Georgia for any dispute arising from or relating to this Agreement.

12.9. [Intentionally Left Blank]

12.10. [Intentionally Left Blank]

12.11. **Entire Agreement.** This Agreement, including all Schedules (including Schedule A), exhibits and addenda hereto, constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, proposals, or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and either signed or accepted electronically by an authorized representative of the party against whom the modification, amendment, or waiver is to be asserted. However, to the extent of any conflict or inconsistency between the provisions in the body of this Agreement and any Schedules (including Schedule A), exhibit or addendum hereto, the terms of such Schedules (including Schedule A), exhibit, and addendum, shall prevail. Notwithstanding any language to the contrary therein, no terms or conditions stated in Customer's purchase order or other order documentation (excluding the Schedules to this Agreement) shall be incorporated into or form any part of this Agreement unless signed by an authorized representative of both parties, and all such terms or conditions shall be null and void.

12.12. **Georgia Law Addendum.** Attached hereto as Schedule D is an Addendum that is an integral part of this Master Subscription Agreement.

The parties have caused this Agreement to be executed and do each hereby warrant and represent that their respective signatory named below is duly authorized by all necessary and appropriate corporate action to execute this Agreement.



Lowndes County Georgia Board of Commissioners

Pronto Consulting, LLC

By: 

By: 

Name: Bill Slaughter

Name: Steve Page

Title: Chairman of Lowndes County Board of Commissioners

Title: Chief Executive Officer

Date: May 29, 2019

Date: May 31, 2019

SCHEDULE A

MASTER SUBSCRIPTION AGREEMENT BETWEEN PRONTO CONSULTING, LLC
AND LOWNDES COUNTY, GEORGIA

PLATFORM COMPONENT SUBSCRIPTION	MONTHLY FEE (YEAR 1 TERM)	START DATE (YEAR 1)	ENDDATE (YEAR 1)
<u>Pronto Software as a Service for probation tracking and monitoring of probationer compliance and status (SAAS) for (15) Users and one (1) Administrative User.</u>	<u>*\$1,056.00</u> <u>**\$1320.00</u>	<u>1, 2019</u>	<u>3 16, 2020</u>
	<p>Discounted monthly amount: <u>\$1,056</u> ** Monthly fee amount of <u>\$1320.00</u> if discounted fee not paid by the 10th day of the Month. * Due Date: first of every month Discount: 20% if paid by due date, of the 10th day of the month Terms: discount removed after <u>any</u> second delinquent payments (5¹⁰-day grace period) Discounted monthly amount: <u>\$1,056</u> One time set-up fee of <u>\$3,500.00</u> due upon signing of agreement. ** Monthly fee amount of <u>\$1320.00</u> if not paid by the due date: Payment is considered delinquent if not paid by the 5th of the Month. ***\$3,500.00 due upon signing of agreement.</p>		

Lowndes County Board of Commissioners

Pronto Consulting, LLC

By: 

By: 

Name: Bill Slaughter

Name: Steve Page

Title: Chairman of Lowndes County Board of Commissioners

Title: Chief Executive Officer

Date: May 29, 2019

Date: May 31, 2019

**SCHEDULE B
PRONTO SOFTWARE
SUPPORT POLICY**

Purpose

Pronto Consulting ("We", "Us", or "Our") customer support services are provided to ensure Our customer ("You" or "Your") receive valuable support to address issues in a timely fashion, manage upgrades and test environments, and receive efficient help to run the PRONTO online, Web-accessible application and platform We provide to You under an order form ("Platform").

When You Can Obtain Support

Support will be provided to help Your designated administrators for the Platform ("Admin Users") address Errors.

An "Error" means any verifiable and reproducible failure of the Platform to substantially conform to the specifications set forth in the product manual for the Platform, as updated from time to time, available with the Platform ("User Guide"). The term "Error" does not include any such failure that is caused by: (a) the use or operation of the Platform with any other software or programming languages or in an environment other than that intended or recommended by Us; (b) modifications to the Platform not made by Us; and/or (c) any bug, defect or error in software used with the Platform or any other failure of such software to conform to its specifications.

How You Can Obtain Support

To report an Error, Your Admin User should submit a support request by email to help@prontocmssoftware.com ~~completion]~~; by telephone to 470-839-8600 ~~TBD~~ ~~needs completion]~~, or through the "Help" tab within the Platform. Your Admin User should include information regarding the issue in the request, such as:

- What steps resulted in the issue;
- What is the current result;
- Which user experienced the challenge;
- What was the expected result; and
- Any screen shots or files that demonstrate the issue.

To Whom Support Is Available

We provide online, email, and telephone consultation to Your Admin Users, the names of whom You have provided to Us in writing, regarding Errors. You are entitled to the number of Admin Users specified in ~~the~~ ~~order form~~ ~~with Us~~. New and reactivated Admin User names and contact information can be submitted by contacting Your designated Account Manager and/or by email to help@prontocmssoftware.com ~~needs completion]~~, by telephone to 470-839-8600 ~~TBD~~ ~~needs completion]~~, or through the "Help" tab within the Platform.

When Support Is Available

Regular online, email, and telephone support is provided Monday through Friday, 8 a.m. to 8 p.m. (U.S. Eastern Time), excluding holidays scheduled by Us, subject to modification by Us in Our reasonable discretion. We will provide online, email, and telephone support for all Errors.

Our Obligations


We shall respond to any Error Report and shall use commercially reasonable efforts to (i) provide support and consultation to help Your Admin User resolve the Error and (ii) if necessary, provide a patch, fix, or workaround to any Error within a commercially reasonable time period, given the nature of the Error. We shall provide support services in a professional manner in accordance with industry standards.


What Is Not Supported

Support services as described herein do not cover support or services for any failure or defect in the Platform that does not constitute an Error as defined above. Furthermore, We have no obligation to perform maintenance or services with respect to any hardware or software that is not part of the Platform provided by Us. We shall have no obligation to provide any support services to any person other than an Admin User.

What Updates and Upgrades Will Be Provided


During the term of ~~the~~ subscription to the Platform, We shall make available to You any releases of the Platform that correct any defects, error, or bugs or that incorporate minor enhancements to the functionality ("Updates") and any releases of the Platform that incorporate significant additional or improved features, functionality, or capability ("Upgrades"), at no additional charge, at the time We make such Updates and Upgrades generally available to Our customers then-covered by support and using the same edition of the Platform. We will install the Updates and

Lowndes County Board of Commissioners 

Pronto Consulting 

**SCHEDULE B
PRONTO SOFTWARE
SUPPORT POLICY**

Upgrades, but We will use commercially reasonable efforts to install Upgrades during Your requested window, if any.

Lowndes County Board of Commissioners  2

Pronto Consulting 

**SCHEDULE B
PRONTO SOFTWARE
SUPPORT POLICY**

Release documentation is provided at no charge to You. If You request additional support and/or training related to any Update or Upgrade, You agree to pay fees and reasonable travel and related expenses incurred by Us during such training. Updates and Upgrades do not include new products, suites, or modules that are priced and licensed separately from the existing offering for which You have a contract.

What Versions Are Supported

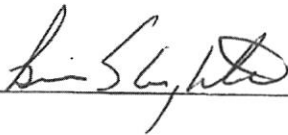
We shall provide support services for the current released major version and preceding major version of the Platform, including all Updates for those versions. You must upgrade to the most current major version of the Platform within one year of the date of its release.

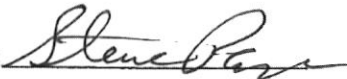
Planned Maintenance

We maintain Our infrastructure every Friday evening from 7:00 PM Central to 11:00 PM Eastern. During this period, Your access to the Platform could be unavailable for approximately 20-30 minutes once per month. We will do Our best to schedule all other activities, such as system refreshes and upgrades, with You in advance.

Lowndes County Board of Commissioners

Pronto Consulting, LLC

By: 

By: 

Name: Bill Slaughter

Name: Steve Page

Title: Chairman Lowndes County Board of Commissioners

Title: Chief Executive Officer

Date: May 29, 2019

Date: May 31, 2019

Lowndes County Board of Commissioners 

Pronto Consulting 

SCHEDULE C

PROFESSIONAL SERVICES AGREEMENT BETWEEN PRONTO CONSULTING, LLC
AND LOWNDES COUNTY BOARD OF COMMISSIONERS
STATEMENT OF WORK

DELIVERABLE:

Initial Implementation and configuration of Pronto Online Software as a Service for probation tracking and monitoring of probationer compliance and status (SAAS) for (15) users including up to (32) hours of training of one (1) client admin user at agreed upon location and/or remote training applications.

DESCRIPTION:

The creation and initial configuration of the client Pronto database, the creation of user accounts and assigning of any rights and roles to those users, and the basic software and network configuration and preparation for software use. We will also provide at no additional cost up to (32) hours of training for one (1) client admin user on site at an agreed-upon location - User's offices in Valdosta, GA (at least 8 hours of training) and via an online meeting/training platform such as WebEx.

BILLABLE TIME: N/A for Initial implementation

HOURLY RATE: N/A for Initial Implementation

\$110.00 per hour is our current hourly rate for additional professional services as agreed upon in a separate executed statement of work.

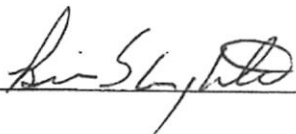
TOTAL ESTIMATED COST: \$3,500.00 DUE IN FULL UPON SIGNING OF AGREEMENT

SPECIAL CONDITIONS: None

ESTIMATED DELIVERY DATE: Approx. 1-2019 for full completion

Lowndes County Board of Commissioners

Pronto Consulting, LLC

By: 

By: 

Name: Bill Slaughter

Name: Steve Page

Title: Chairman Lowndes County Board of Commissioners

Title: Chief Executive Officer

Date: May 29, 2019

Date: May 29, 2019

SCHEDULE D

ADDENDUM TO PRONTO CONSULTING, LLC MASTER SUBSCRIPTION AGREEMENT
WITH LOWNDES COUNTY BOARD OF COMMISSIONERS

The following provisions are added to and made a part of the Master Subscription Agreement (the "Master Subscription Agreement") between Pronto Consulting, LLC ("Pronto Consulting") and the Lowndes County Board of Commissioners ("Customer")

1. Compliance with Georgia Open Records/Meetings Acts (O.C.G.A. Sections 50-14-1 et seq. and Sections 50-18-70 et seq.). Notwithstanding anything in the Master Subscription Agreement to the contrary (including without limitation its Section 7 (Confidentiality)), PRONTO CONSULTING and Customer acknowledge and agree that the Georgia Open Records/Meetings Acts shall apply to all documents, Master Subscription Agreement, records, and other written materials, information and items, and certain meetings of Customer, to which the Open Records/Meetings Acts are applicable, and that Customer may comply with any and all such disclosures and requirements as set forth in the Open Records/Meetings Acts.
2. Georgia Illegal Immigration Reform and Enforcement Act; Official Code of Georgia Section 13-10-90 et seq. The attached Schedule E, "Contract Addendum – Georgia Illegal Immigration Reform and Enforcement Act of 2011," is an integral part of this Master Subscription Agreement, and the terms and conditions of which shall be performed and carried out by Pronto Consulting and Customer as its terms provide.
3. Time is the essence of this Master Subscription Agreement.
4. Should any provision of this Schedule D conflict or be inconsistent with the remaining provisions of the Master Subscription Agreement (including without limitation its exhibits, addendum, and other Schedules), then the provisions of this Schedule D shall control.
5. This Master Subscription Agreement shall not be effective unless and until executed by an authorized representative of each party.

PRONTO CONSULTING, LLC

LOWNDES COUNTY BOARD OF
COMMISSIONERS

Signature: Steve Page

Signature: Bill Slaughter

Name/Title: Steve Page, CEO

Name/Title: Bill Slaughter, Chairman

Date: May 31, 2019

Date: May 29, 2019

Schedule E

CONTRACT ADDENDUM
GEORGIA ILLEGAL IMMIGRATION
REFORM AND ENFORCEMENT ACT

This Addendum, entered into as of the 31st day of May, 2019, is an addendum to that certain contract entitled Master Subscription Agreement, and dated May 31, 2019 2019 (the "Contract") between the Lowndes County Board of Commissioners ("Lowndes County") and Pronto Consulting, LLC (the "Contractor") (Lowndes County and the Contractor being collectively the "Parties").

In consideration of the terms, conditions and obligations in the Contract, and as a requirement for Contractor to submit its bid with respect to the Contract, the Parties hereby agree as follows:

- A. This Addendum is an integral part of the Contract and in the event of any conflict or inconsistency with the Contract (including any and all other amendments, addendums, schedules, exhibits, or other parts or provisions thereof) this Addendum shall control. The Contract, as supplemented by this Addendum, remains in full force and effect in all other respects.
- B. Pursuant to the Georgia Illegal Immigration Reform and Enforcement Act of 2011, Sections 2 and 3, as amended (O.C.G.A. § 13-10-90 et seq., the "Act"), the Contractor understands and agrees that compliance with the requirements of the Act and Georgia Department of Labor Rules 300-10-1-.01 et seq. (and, if this Contract is a contract or agreement relating to public transportation, with the rules and regulations regarding the Act of the Georgia Department of Transportation; the "GDOT Rules"), each as amended, are conditions of this Contract, and the Contractor hereby agrees to so comply with such requirements. The Contractor further agrees that such compliance shall be attested by the Contractor through execution of the contractor affidavit required by the Act and the rules and regulations thereunder, or a substantially similar contractor affidavit (the "Contractor Affidavit"). The fully executed Contractor Affidavit is attached hereto as Attachment I and is incorporated into this Addendum by reference herein.
- C. The Contractor understands and agrees that, in the event the Contractor employs or contracts with any subcontractor or subcontractors (including any contract employee or staffing agency) in connection with the Contract, the Contractor shall:
1. Secure in writing from each such subcontractor an attestation of the subcontractor's compliance with the Act and Georgia Department of Labor Rules 300-10-1-.01 et seq. (and, if this Contract is a contract or agreement relating to public transportation, with the GDOT Rules), each as amended, by causing each such subcontractor to execute the subcontractor affidavit required by the Act and the rules and regulations thereunder, the form of which is attached as Attachment II and incorporated by reference herein, or a substantially similar subcontractor affidavit (the "Subcontractor Affidavit"). The Contractor further understands and agrees that the Contractor shall require the executed Subcontractor Affidavit to become a part of the agreement between the Contractor and each such subcontractor.
 2. Require any employee, contractor, or subcontractor of Contractor or any subcontractors with respect to the Contract to also satisfy the requirements of this Contract Addendum.
- D. Upon contracting with a new subcontractor for purposes of or related to Contractor's duties and obligations under the Contract, Contractor or any applicable subcontractors shall, as a condition of any such

Lowndes County, GA
GA Illegal Immigration Reform and Enforcement Act
Required Contract Addendum
(revised February 1, 2012)

contract or subcontract entered into for purposes of or related to Contractor's duties and obligations under the Contract, provide Lowndes County with written notice of the identity of any and all such subsequent subcontractors hired or contracted by Contractor or any applicable subcontractors. Such notice shall be provided within five (5) business days of entering into a contract or agreement for hire with any subcontractor. Such notice shall include an executed affidavit from each subsequent contractor in a form substantially similar to the attached Subcontractor Affidavit. Said Subcontractor Affidavit shall attest to the subcontractor's name and address, E-Verify/Federal Work Authorization Program user identification number and date of authorization to use the Federal Work Authorization Program, the name of the project, and the name of the public employer for the project.

E. Any affidavit executed pursuant to this Contract Addendum and the Act shall be considered an open public record under O.C.G.A. § 50-18-70 et seq.; provided, however, that any information protected from public disclosure by federal law or by Article 4 of Chapter 18 of Title 50 of O.C.G.A shall be redacted. Lowndes County shall maintain any affidavits executed pursuant to this Contract Addendum for five years from the date of receipt. The Contractor shall maintain records of each subcontractor affidavit required hereunder for inspection at any time by the State of Georgia or Lowndes County.

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

LOWNDES COUNTY BOARD OF COMMISSIONERS

By: *Bill Slaughter* [SEAL]
Bill Slaughter, Chairman

Attest: *Paige Dukes*
Paige Dukes, Lowndes County Clerk



PRONTO CONSULTING, LLC

By: *Steve Page*
Steve Page, CEO

Attest: *[Signature]*



Attachment I

STATE OF GEORGIA
LOWNDES COUNTY

CONTRACTOR AFFIDAVIT AND AGREEMENT

In connection with the Contractor's sale to, project for, and/or Contract with the Lowndes County Board of Commissioners involving the physical performance of services and/or labor by the Contractor, the undersigned, who, after being duly sworn, states under oath and agrees to for and on behalf of the Contractor as follows:

1.
By executing this Affidavit, the undersigned verifies the compliance of the Contractor with the Georgia Illegal Immigration Reform and Enforcement Act of 2011, Sections 2 and 3, as amended (O.C.G.A. § 13-10-90 et seq., the "Act") and Georgia Department of Labor Rules 300-10-1-.01 et seq. (and, for a contract or agreement relating to public transportation, with the rules regarding the Act of the Georgia Department of Transportation; the "GDOT Rules"), stating affirmatively that the individual, firm, or corporation Contractor hereunder which is so contracting with and/or performing physical services and/or labor for the Lowndes County Board of Commissioners ("Lowndes County") has registered with, is authorized to use, is using, and will continue to use throughout the term of the sale to, project for, and/or Contract with Lowndes County, a Federal Work Authorization Program* in accordance with the applicable provisions and deadlines established in the Act and Georgia Department of Labor Rule 300-10-1-.02 (and, for a contract or agreement relating to public transportation, established in the GDOT Rules).

2.
The undersigned Contractor further agrees that, should it employ or contract with any subcontractor(s) in connection with Contractor's sale to, project for, and/or Contract with Lowndes County for which this Affidavit is given, then the undersigned Contractor will secure from such subcontractor(s) similar verification of compliance with the Act and Georgia Department of Labor Rules 300-10-1-.01 et seq. (and, for a contract or agreement relating to public transportation, verification of compliance with the GDOT Rules) through the subcontractor's execution of the Subcontractor Affidavit required by the Act and the rules and regulations thereunder. The undersigned Contractor further agrees to maintain records of such compliance and provide a copy of each such Subcontractor Affidavit and verification to Lowndes County within five (5) business days after the subcontractor(s) is retained. The Affidavit from each subsequent contractor shall include the subcontractor's (or sub-subcontractor's) name and address, E-verify/Federal Work Authorization Program user identification number and date of authorization to use the Federal Work Authorization Program, the name of the project, and the name of the public employer for the project.

1339178
Contractor's E-verify/Federal Work Authorization
Program User Identification Number

Probation Software Services
Name of Project

7/17/2017
Date of Authorization

Lowndes County
Board of Commissioners
Name of Public Employer

[Signatures continue on following page]

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

Ginger Fowler 6/3/2019
BY: Authorized Officer or Agent of Contractor Date

Pronto Consulting, LLC
Contractor's Name

VP
Title of Authorized Officer or Agent of Contractor

Ginger Fowler
Printed Name of Authorized Officer or Agent of Contractor

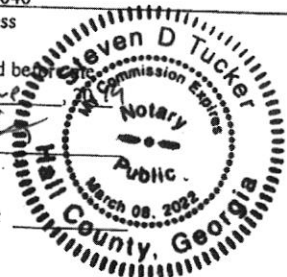
Suite 700, 106 Colony Park Drive

Cumming, GA 30040
Contractor's Address

Sworn to and subscribed before me

This 3rd day of June, 2019

[Signature]
Notary Public



My commission expires: _____

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

Attachment II

STATE OF GEORGIA
LOWNDES COUNTY

SUBCONTRACTOR AFFIDAVIT AND AGREEMENT

In connection with the Subcontractor's contract with _____ ("Contractor") to assist with Contractor's sale to, project for, and/or Contract with the Lowndes County Board of Commissioners involving the physical performance of services and/or labor by the Contractor, the undersigned, who, after being duly sworn, states under oath and agrees to for and on behalf of the Subcontractor as follows:

By executing this Affidavit, the undersigned verifies the compliance of the Subcontractor with the Georgia Illegal Immigration Reform and Enforcement Act of 2011, Sections 2 and 3, as amended (O.C.G.A. § 13-10-90 et seq., the "Act") and Georgia Department of Labor Rules 300-10-1-.01 et seq. (and, for a contract or agreement relating to public transportation, with the rules regarding the Act of the Georgia Department of Transportation; the "GDOT Rules"), stating affirmatively that the individual, firm, or corporation Subcontractor hereunder has registered with, is authorized to use, is using, and will continue to use throughout its contract period with the Contractor, a Federal Work Authorization Program* in accordance with the applicable provisions and deadlines established in the Act and Georgia Department of Labor Rules 300-10-1-.01 et seq. (and, for a contract or agreement relating to public transportation, established in the GDOT Rules).

1339178
Subcontractor's E-verify/Federal Work Authorization
Program User Identification Number

7/17/2017
Date of Authorization

Probation Software Services
Name of Project

Contractor Hiring Subcontractor

Lowndes County
Board of Commissioners
Name of Public Employer

[Signatures continue on following page]

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

Ginger Fowler
BY: Authorized Officer or Agent of Subcontractor

6/3/2019
Date

Pronto Consulting
Subcontractor's Name

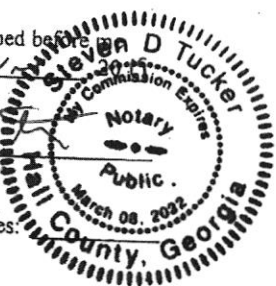
VP
Title of Authorized Officer or Agent of Subcontractor

Ginger Fowler
Printed Name of Authorized Officer or Agent of Subcontractor

106 Colony Park Drive, Suite 700
Cumming GA 30040
Subcontractor's Address

Sworn to and subscribed before
This 3rd day of June

[Signature]
Notary Public



My commission expires:

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

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: Bemiss Springs Acceptance of Water and Sewer
Infrastructure

DATE OF MEETING: May 14, 2024

Work
Session/Regular
Session

BUDGET IMPACT: \$0.00

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: Bemiss Springs Acceptance of Water and Sewer
Infrastructure

HISTORY, FACTS AND ISSUES: Bemiss Springs Subdivision is located on Bemiss Road near the Bemiss Community. Utilities staff has made the final inspection of the project and the utility work is complete and constructed to county specifications. Staff recommends acceptance of the water and sewer infrastructure for Bemiss Springs Subdivision and authorize the Chairman to sign the resolution.

OPTIONS: 1. Approve
2. Board's Pleasure

RECOMMENDED ACTION: Approve

DEPARTMENT: Utilities

DEPARTMENT HEAD: Steve Stalvey

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

RESOLUTION

WHEREAS, the developer, Stoker Utilities, LLC has completed improvements on Bemiss Springs Subdivision; and

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

WHEREAS, the utilities division has inspected the improvements;

WHEREAS, Stoker Utilities, LLC has provided a written request for Lowndes County to accept the water and sewer infrastructure only, as County maintained;

NOW, THEREFORE BE IT RESOLVED, the Board of Commissioners of Lowndes County has agreed to accept this infrastructure as county maintained on this date as shown:

ATTEST: _____
County Clerk

DATE: _____

Copy: Rachel Strom, RDC
Lakassa Baker, Tax Assessor
Robin Cumbus, LCPW
Tonya Davis, E-911
Diane Carter, Building Inspections
Trinni Amiot, Planning
Appropriate Post Office

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: 2024 Local Maintenance and Improvement Grant (LMIG)
Resurfacing Bids

DATE OF MEETING: May 14, 2024

Work
Session/Regular
Session

BUDGET IMPACT: \$1,194,081.20

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: 2024 Resurfacing Bids

HISTORY, FACTS AND ISSUES: The 2024 Local Maintenance and Improvement Grant (LMIG) Application was approved by the Commission on January 8, 2024. The grant was approved by the Georgia Department of Transportation and staff advertised the project for bids. The 2024 LMIG Resurfacing bids presented include resurfacing the following roads: Briarwood Road, Dasher Grove Road, River Road, Old US 41, Eastridge Drive, Laurelwood North, Laurelwood South, Meadowood Circle, Springbrook Drive, Summer Field Drive, Fiddlers Bend Drive, Pebble Creek Drive, and Sandy Run Drive. The details for each road listed are attached in the agenda packet.

Bids were opened on May 2, 2024, and staff received two bids.

The Scruggs Company - \$1,194,081.20
Reames and Son Construction - \$1,614,087.02

OPTIONS: 1. Approve The Scruggs Company as the low bidder and authorize the Chairman to sign the contract for \$1,194,081.20.
2. Redirect.

RECOMMENDED ACTION: Approve

DEPARTMENT: Engineering

DEPARTMENT HEAD: Chad McLeod

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

ENG 2024-01: 2024 Resurfacing
Project Information Sheet

Briarwood Road – .25 Miles – 24’ wide – Beginning at CR 532 (Westside Road) Ending at joint at Valdosta City Limits

- Bituminous tack coat before each lift
- Leveling – 80lbs OGI
- Topping – 165lbs 12.5 mm Superpave
- Pick up all shoulder clippings on entire road
- Shoulder grading – see detail
- Permanent grassing (Hydro-seed)
- Temporary centerline stripe 4” wide – once after leveling
- Temporary centerline and edge line stripe 4” wide – once after topping
- Permanent centerline and edge line stripe 5” wide – 15 days after topping
- RPMs

Dasher Grove Road – .56 Miles – 26’ wide – Beginning at CR 868 (Old US 41) Ending at joint before Roundabout (Dead End)

- Bituminous tack coat before each lift
- Leveling – 80lbs OGI
- Topping – 165lbs 12.5 mm Superpave
- Pick up all shoulder clippings on entire road
- Shoulder grading – see detail
- Permanent grassing (Hydro-seed)
- Temporary centerline stripe 4” wide – once after leveling
- Temporary centerline and edge line stripe 4” wide – once after topping
- Permanent centerline and edge line stripe 5” wide – 15 days after topping
- Adjust manholes to grade (6)
- RPMs

River Road – 1.37 Miles – 25’ wide – Beginning at CR 920 (Reed Rd) Ending at CR 777 (Cat Creek Rd)

- Bituminous tack coat before each lift
- Leveling – 80lbs OGI
- Topping – 165lbs 12.5 mm Superpave
- Pick up all shoulder clippings on entire road
- Shoulder grading – see detail
- Permanent grassing (Hydro-seed)
- Temporary centerline stripe 4” wide – once after leveling
- Temporary centerline and edge line stripe 4” wide – once after topping
- Permanent centerline and edge line stripe 5” wide – 15 days after topping
- 2 Stop Bars (24” Thermoplastic)
- Thermoplastic Pavement Marking, Arrow, Type 2(4)
- RPMs

ENG 2024-01: 2024 Resurfacing
Project Information Sheet

Old US 41 – 0.50 Miles – 22' wide – Beginning at SR 7 Ending at SR 7

- Bituminous tack coat before each lift
- Milling – width of road bed – 1.5" deep entire length of road
- Topping – 165lbs 12.5 mm Superpave
- Pick up all shoulder clippings on entire road
- Shoulder grading – see detail
- Permanent grassing (Hydro-seed)
- Temporary centerline stripe 4" wide – once after leveling
- Temporary centerline and edge line stripe 4" wide – once after topping
- Permanent centerline and edge line stripe 5" wide – 15 days after topping
- Adjust manhole to grade
- Crosswalk and gore striping
- 1 Stop Bar (24" Thermoplastic)
- RPMs

ENG 2024-01: 2024 Resurfacing
Project Information Sheet

***** Meadow Woods Subdivision *****

Eastridge Drive – 0.21 Miles – 22’ wide – Beginning at CR 29 (Clyattstone Road) Ending at Dead End

- Bituminous tack coat before each lift
- Leveling – 80lbs OGI
- Topping – 165lbs 12.5 mm Superpave
- Pick up all shoulder clippings on entire road
- Shoulder grading – see detail
- Permanent grassing (Hydro-seed)
- Temporary centerline stripe 4” wide – once after leveling
- Temporary centerline stripe 4” wide – once after topping
- Permanent centerline stripe 5” wide – 15 days after topping

Laurelwood North – 0.05 Miles – 22’ wide – Beginning at CR 967 (Summer Field Drive) Ending at Dead End

- Bituminous tack coat before each lift
- Leveling – 80lbs OGI
- Topping – 165lbs 12.5 mm Superpave
- Pick up all shoulder clippings on entire road
- Shoulder grading – see detail
- Permanent grassing (Hydro-seed)
- Temporary centerline stripe 4” wide – once after leveling
- Temporary centerline stripe 4” wide – once after topping
- Permanent centerline stripe 5” wide – 15 days after topping
- 1 Stop Bar (24” Thermoplastic)

Laurelwood South – 0.13 Miles – 22’ wide – Beginning at CR 967 (Summer Field Drive) Ending at Dead End

- Bituminous tack coat before each lift
- Leveling – 80lbs OGI
- Topping – 165lbs 12.5 mm Superpave
- Pick up all shoulder clippings on entire road
- Shoulder grading – see detail
- Permanent grassing (Hydro-seed)
- Temporary centerline stripe 4” wide – once after leveling
- Temporary centerline stripe 4” wide – once after topping
- Permanent centerline stripe 5” wide – 15 days after topping
- 1 Stop Bar (24” Thermoplastic)

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Project Information Sheet

***** Meadow Woods Subdivision *****

Meadowood Circle – 0.07 Miles – 22’ wide – Beginning at CR 974 (Eastridge Drive) Ending at Dead End

- Bituminous tack coat before each lift
- Leveling – 80lbs OGI
- Topping – 165lbs 12.5 mm Superpave
- Pick up all shoulder clippings on entire road
- Shoulder grading – see detail
- Permanent grassing (Hydro-seed)
- Temporary centerline stripe 4” wide – once after leveling
- Temporary centerline stripe 4” wide – once after topping
- Permanent centerline stripe 5” wide – 15 days after topping
- 1 Stop Bar (24” Thermoplastic)

Springbrook Drive – 0.28 Miles – 22’ wide – Beginning at CR 974 (Eastridge Drive) Ending at Dead End

- Bituminous tack coat before each lift
- Leveling – 80lbs OGI
- Topping – 165lbs 12.5 mm Superpave
- Pick up all shoulder clippings on entire road
- Shoulder grading – see detail
- Permanent grassing (Hydro-seed)
- Temporary centerline stripe 4” wide – once after leveling
- Temporary centerline stripe 4” wide – once after topping
- Permanent centerline stripe 5” wide – 15 days after topping
- 1 Stop Bar (24” Thermoplastic)

Summer Field Drive – 0.29 Miles – 22’ wide – Beginning at CR 868 (Old US Hwy 41) Ending at CR 968 (Springbrook Drive)

- Bituminous tack coat before each lift
- Leveling – 80lbs OGI
- Topping – 165lbs 12.5 mm Superpave
- Pick up all shoulder clippings on entire road
- Shoulder grading – see detail
- Permanent grassing (Hydro-seed)
- Temporary centerline stripe 4” wide – once after leveling
- Temporary centerline stripe 4” wide – once after topping
- Permanent centerline stripe 5” wide – 15 days after topping
- 1 Stop Bar (24” Thermoplastic)

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***** Pebble Creek Estates *****

Fiddlers Bend Drive – .07 Miles – 23’ wide – Beginning at CR 897 (Pebble Creek Dr) Ending at CR 899 (Sandy Run Dr)

- Bituminous tack coat before each lift
- Leveling – 80lbs OGI
- Topping – 165lbs 12.5 mm Superpave
- Pick up all shoulder clippings on entire road
- Shoulder grading – see detail
- Permanent grassing (Hydro-seed)
- Temporary centerline stripe 4” wide – once after leveling
- Temporary centerline stripe 4” wide – once after topping
- Permanent centerline stripe 5” wide – 15 days after topping
- 2 Stop Bars (24” Thermoplastic)
- RPMs

Pebble Creek Drive – .79 Miles – 23’ wide – Beginning at CR 777 (Cat Creek Rd) Ending at CR 897 (Pebble Creek Dr)

- Bituminous tack coat before each lift
- Leveling – 80lbs OGI
- Topping – 165lbs 12.5 mm Superpave
- Pick up all shoulder clippings on entire road
- Shoulder grading – see detail
- Permanent grassing (Hydro-seed)
- Temporary centerline stripe 4” wide – once after leveling
- Temporary centerline stripe 4” wide – once after topping
- Permanent centerline stripe 5” wide – 15 days after topping
- 2 Stop Bars (24” Thermoplastic)
- RPMs

Sandy Run Drive – 0.28 Miles – 23’ wide – Beginning at CR 777 (Cat Creek Road) Ending at Dead End

- Bituminous tack coat before each lift
- Leveling – 80lbs OGI
- Topping – 165lbs 12.5 mm Superpave
- Pick up all shoulder clippings on entire road
- Shoulder grading – see detail
- Permanent grassing (Hydro-seed)
- Temporary centerline stripe 4” wide – once after leveling
- Temporary centerline stripe 4” wide – once after topping
- Permanent centerline stripe 5” wide – 15 days after topping
- 1 Stop Bar (24” Thermoplastic)

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Bid Opening

May 2, 2024

Tabulations

Bidder	Bid Bond	Addendum #1	Bid Amount
Reames and Son Construction	✓	✓	\$1,614,087.02
The Scruggs Company	✓	✓	\$1,194,081.20