



LOWNDES COUNTY BOARD OF COMMISSIONERS  
PROPOSED AGENDA  
WORK SESSION, MONDAY, SEPTEMBER 9, 2024, 8:30 A.M.  
REGULAR SESSION, TUESDAY, SEPTEMBER 10, 2024, 5:30 P.M.  
327 N. Ashley Street - 2nd Floor

**1. Call To Order**

**2. Invocation**

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

**4. Minutes For Approval**

- a. Work Session - August 26, 2024 & Regular Session - August 27, 2024

Recommended Action: Approve

Documents:

**5. Public Hearing**

- a. REZ-2024-15 Loch Winn Farms, LTD, ~62ac, Loch Laurel & Carroll Ulmer, R-A to R-1 & R-A, Well and Septic

Recommended Action: Board's Pleasure

Documents:

- b. REZ-2024-16 Pine Grove Road Townhouses, 6.3ac, Bemiss Rd & Pine Grove, C-H to P-D, County Utilities

Recommended Action: Board's Pleasure

Documents:

**6. For Consideration**

- a. Orr Road Extension, P.I. 0016273 - Transportation Improvement Act (TIA) Project Agreement

Recommended Action: Approve

Documents:

**7. Reports - County Manager**

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

**9. Adjournment**

LOWNDES COUNTY BOARD OF COMMISSIONERS  
COMMISSION AGENDA ITEM

SUBJECT: REZ-2024-15 Loch Winn Farms, LTD, ~62ac, Loch Laurel & Carroll Ulmer, R-A to R-1 & R-A, Well and Septic

DATE OF MEETING: September 10, 2024

Work  
Session/Regular  
Session

BUDGET IMPACT: N/A

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: REZ-2024-15 Loch Winn Farms, LTD, ~62ac, Loch Laurel & Carroll Ulmer, R-A to R-1 & R-A, Well and Septic

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HISTORY, FACTS AND ISSUES: This request represents a change in zoning on the subject properties from R-A (Residential Agricultural) zoning to R-1 (Low Density Residential) and R-A zoning. The general motivation in this case is for the applicant to subdivide a portion of the properties into a 41-lot residential subdivision. The subject property possesses road frontage on Loch Laurel and Carroll Ulmer, both locally maintained County Roads, with proposed access off Loch Laurel, and is within the Urban Service Area and Rural Residential Character Area.

Depicted on the conceptual layout as Lot 11 is an existing cemetery, which is currently being field delineated and will not be suitable for development.

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 land use, lot sizes, zoning pattern, the lack of available utilities, the groundwater recharge area, and therefore recommends approval of the request for R-1 zoning as depicted on the exhibit, while the remaining portion of Map and Parcel 0168 113 remain R-A.

The GLPC did not review the case due to a lack of quorum at their August meeting, and therefore have not provided a recommendation.

- 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:

## **Loch-Winn Farms Letter of Intent**

July 30, 2024

TO: Lowndes County Planning and Zoning Department  
FROM: Loch-Winn Farms LTD  
1201 Evergreen Dr  
Thomasville, GA 31792

Loch-Winn Farms, LTD, headquartered in Thomasville, Georgia is requesting, as applicant, to rezone a vacant parcel totaling 62.414 +/- acres at Loch Laurel Road in Lowndes County, Georgia from Residential Agriculture District (R-A) to Residential (R-1).

This requested change of zoning from R-A to R-1 is to allow for the development of residential subdivision with 1.25+ acre lots.

We have reviewed the Lowndes County Unified Land Development Code and would like to highlight the following:

- The current zoning for the adjacent properties is as follows:
  - Adjacent (south): R-A
  - Adjacent (west): R-1
  - Adjacent (north): R-1
  - Adjacent (east): R-1

Based on the current zoning of the adjacent properties (shown above), the rezoning of this property from R-A to R-1 would be appropriate for the area.

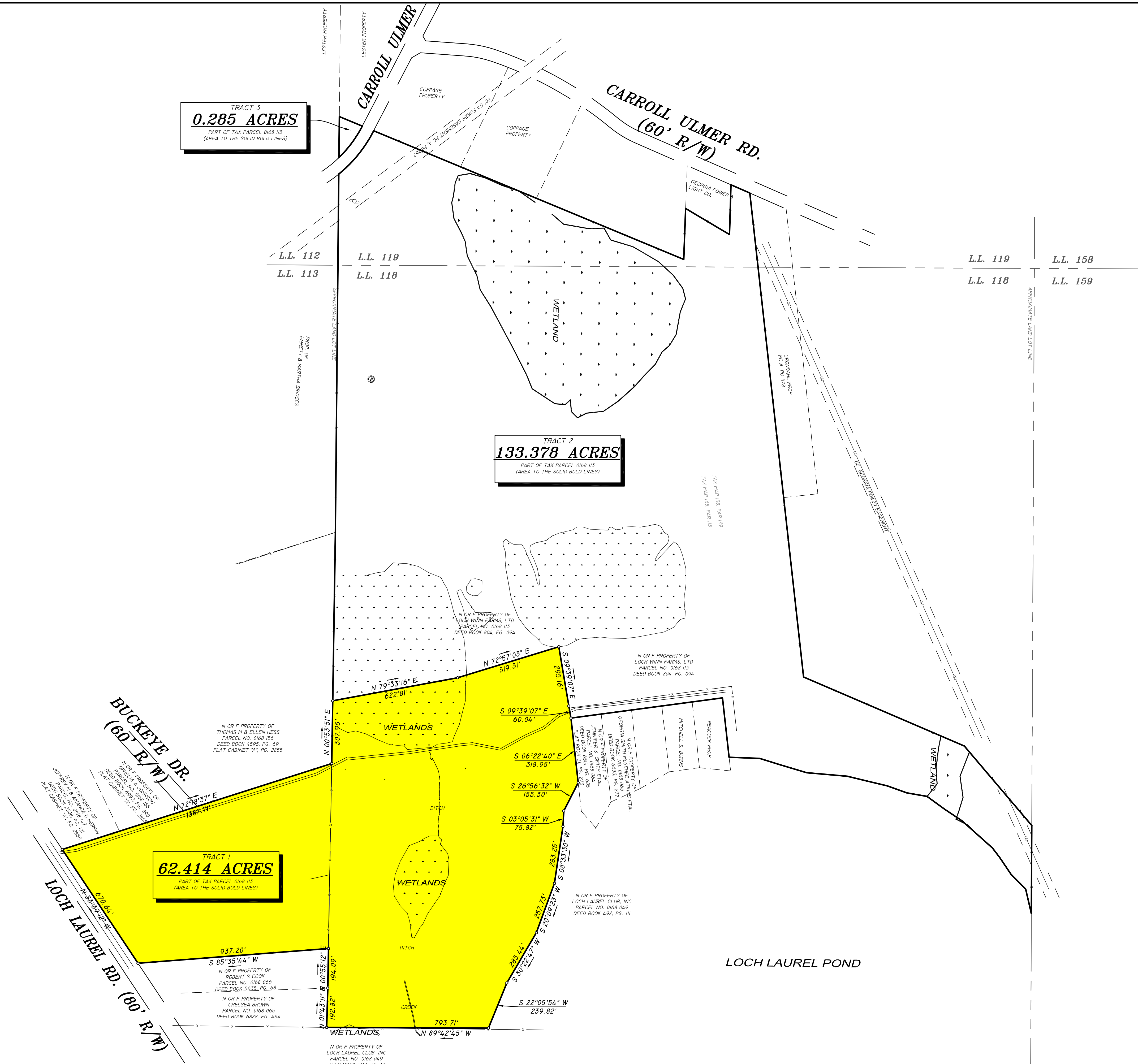
- Under the R-A zoning, an residential subdivision would not be able to be developed. The only zoning designation that allows for residential housing is an R-1 designation.

We believe this rezoning request is in conformity with the policy in place by Lowndes County and will be an ideal multi-family development due to its proximity to schools, retail, and commercial establishments.

**TRACT 3**  
**0.285 ACRES**  
 PART OF TAX PARCEL 0168 113  
 (AREA TO THE SOLID BOLD LINES)

**TRACT 2**  
**133.378 ACRES**  
 PART OF TAX PARCEL 0168 113  
 (AREA TO THE SOLID BOLD LINES)

**TRACT 1**  
**62.414 ACRES**  
 PART OF TAX PARCEL 0168 113  
 (AREA TO THE SOLID BOLD LINES)



**CONCEPTUAL LAYOUT FOR:**  
**LOCH-WINN FARMS LTD**  
 LOCATED IN L.L. 118 & 119 OF THE 11TH  
 L.D., LOWNDES COUNTY, GEORGIA

**ASA ENGINEERING & SURVEYING, LLC.**  
 103A S PATTERSON ST. - VALDOSTA, GA 3843  
 PH: (229) 244-0976 - info@asasurvey.com - LSF 000030



WORK ORDER: 6145

REVISIONS	DATE	BY	DESCRIPTION
DRAWN			
CHECKED			
PROJECT			
CAD FILE			
DATE	07/29/24		

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 1:123-045, LOCH-WINN FARMS, LOWNDES COUNTY, GEORGIA. E-W-118-119-158-159-2024, 118-20, 2024

**LOCH LAUREL RD. (60' R/W)**

**BUCKEYE DR. (60' R/W)**

N OR F PROPERTY OF  
JEFFREY M & AMANDA D HERRIN  
PARCEL NO. 0168 169  
DEED BOOK 2308, PG. 101  
PLAT CABINET 'A', PG. 2955

N OR F PROPERTY OF  
OPHELIA & JOHNSON  
PARCEL NO. 0168 155  
DEED BOOK 6992, PG. 890  
PLAT CABINET 'A', PG. 2955

N OR F PROPERTY OF  
THOMAS M & ELLEN HESS  
PARCEL NO. 0168 156  
DEED BOOK 4595, PG. 69  
PLAT CABINET 'A', PG. 2955

N OR F PROPERTY OF  
ROBERT S COOK  
PARCEL NO. 0168 056  
DEED BOOK 5635, PG. 68

N OR F PROPERTY OF  
CHELSEA BROWN  
PARCEL NO. 0168 058  
DEED BOOK 6628, PG. 464

PROP. OF  
LOCH LAUREL CLUB INC.

L.L. 113

L.L. 118

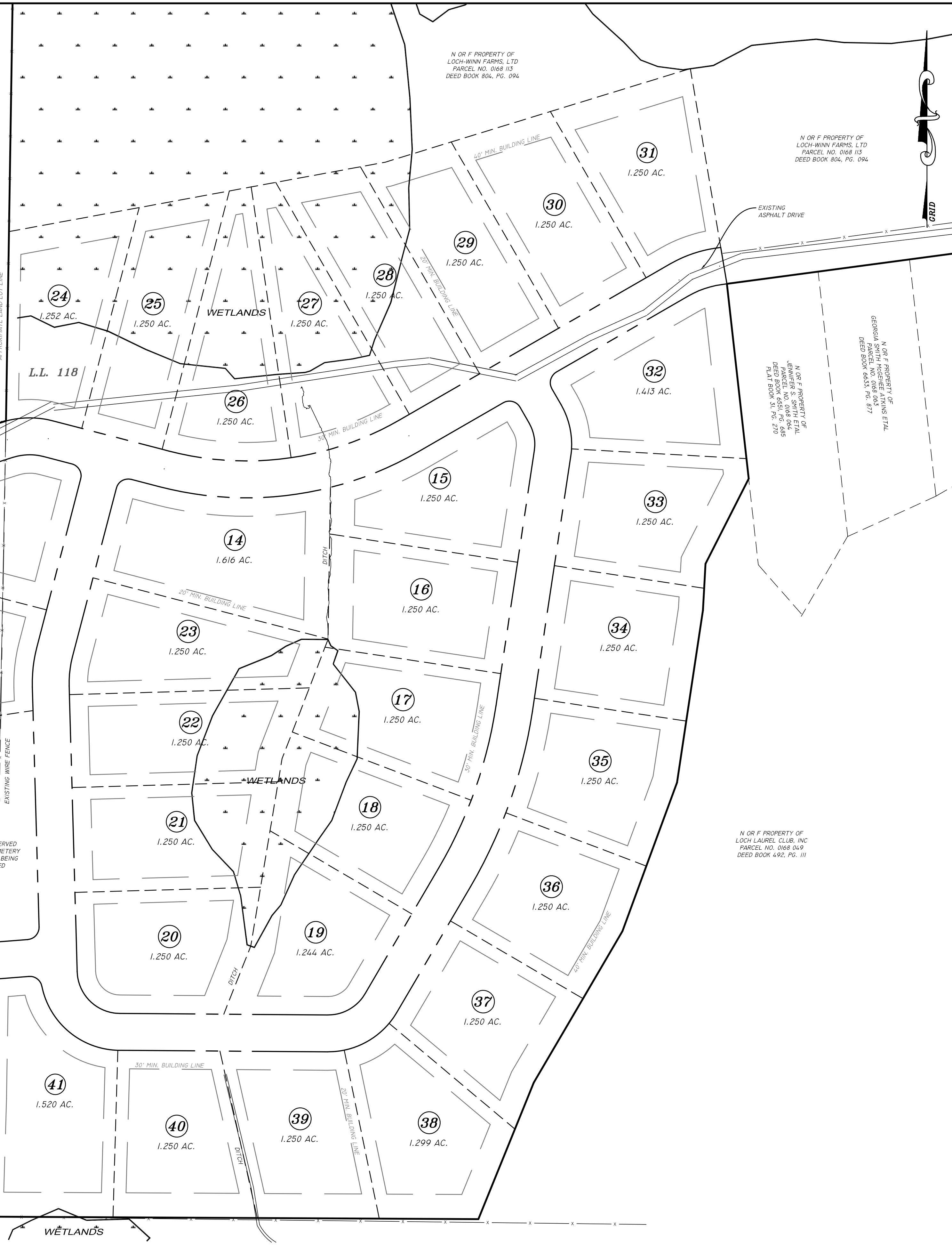
N OR F PROPERTY OF  
LOCHWINN FARMS, LTD  
PARCEL NO. 0168 113  
DEED BOOK 804, PG. 094

N OR F PROPERTY OF  
LOCHWINN FARMS, LTD  
PARCEL NO. 0168 113  
DEED BOOK 804, PG. 094

N OR F PROPERTY OF  
JAMES S SMITH & FAMIL  
PARCEL NO. 0168 645  
DEED BOOK 51, PG. 210  
PLAT CABINET 'A', PG. 2955

N OR F PROPERTY OF  
GEORGIA SOUTH HOUSING  
PARCEL NO. 0168 645  
DEED BOOK 6533, PG. 877  
PLAT CABINET 'A', PG. 2955

N OR F PROPERTY OF  
LOCH LAUREL CLUB, INC  
PARCEL NO. 0168 049  
DEED BOOK 492, PG. 111



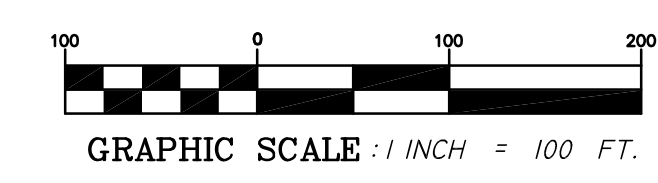
NOTE: LOT 11 IS RESERVED  
FOR AN EXISTING CEMETERY  
- LIMITS CURRENTLY BEING  
FIELD DELINEATED

DATE	BY	DESCRIPTION

**CONCEPTUAL LAYOUT FOR:**  
**LOCH-WINN FARMS LTD**  
LOCATED IN L.L. 113 & 118 OF THE 11TH  
L.D., LOWNDES COUNTY, GEORGIA

**ASA ENGINEERING & SURVEYING, LLC.**  
034 S PATTERSON ST. - VALDOSTA, GA. 31603  
PH: (770) 244-0976 - info@aseh.com - LS# 000930

WORK ORDER: 6145  
SHEET  
**1 OF 1**



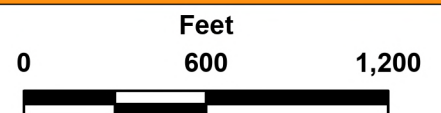
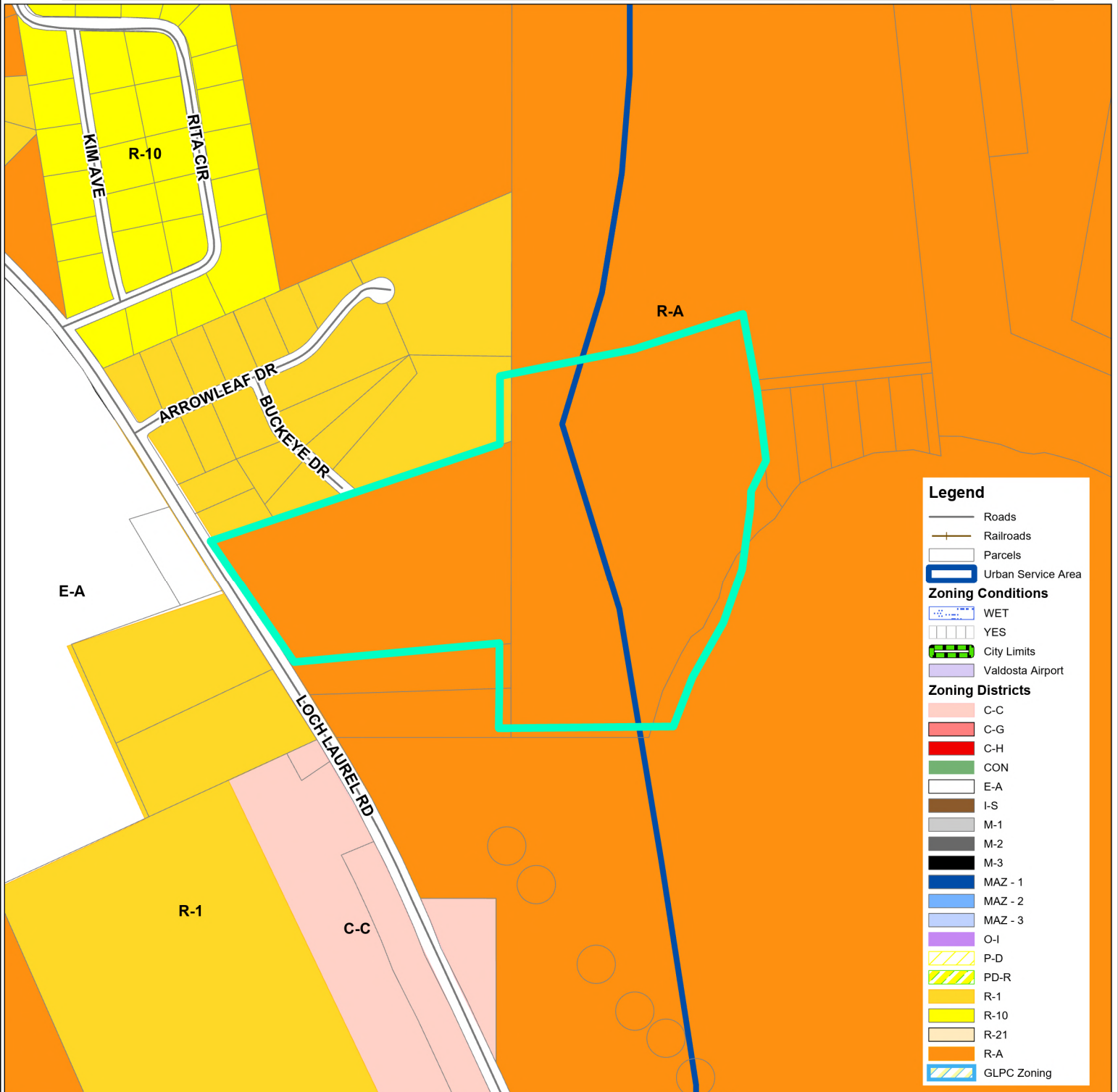
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1/23/24-045, LOCHWINN FARMS, LOWNDES COUNTY, CONCEPT LAYOUT 4, REV 7/29/2024, 10:54:30 AM

# REZ-2024-15

# Zoning Location Map

Loch Winn Farms LTD  
Rezoning Request

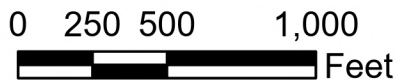
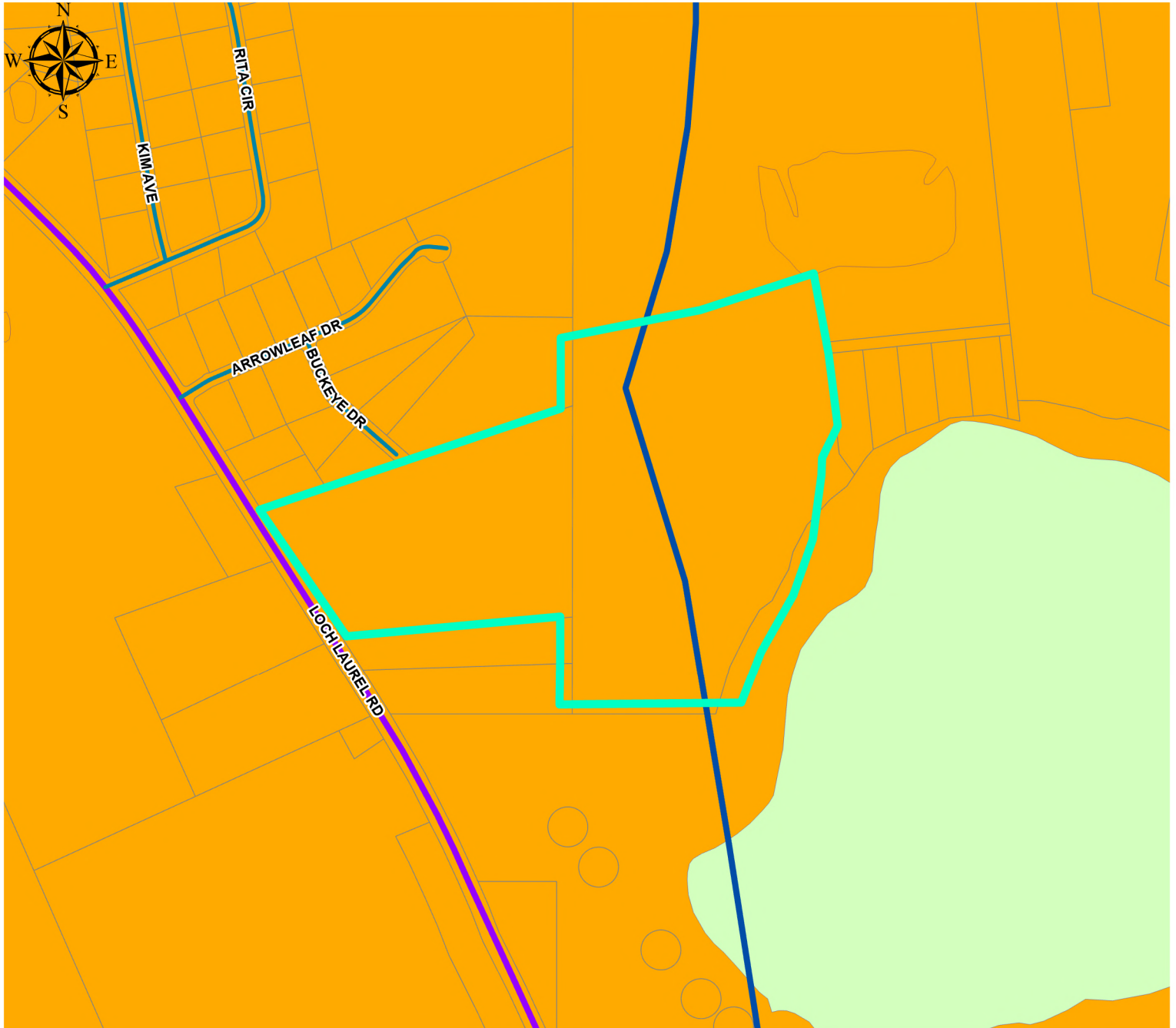
**CURRENT ZONING: R-A**  
**PROPOSED ZONING: R-1**



# REZ-2024-15

# Future Development Map

## Loch Winn Farms LTD Rezoning Request



**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



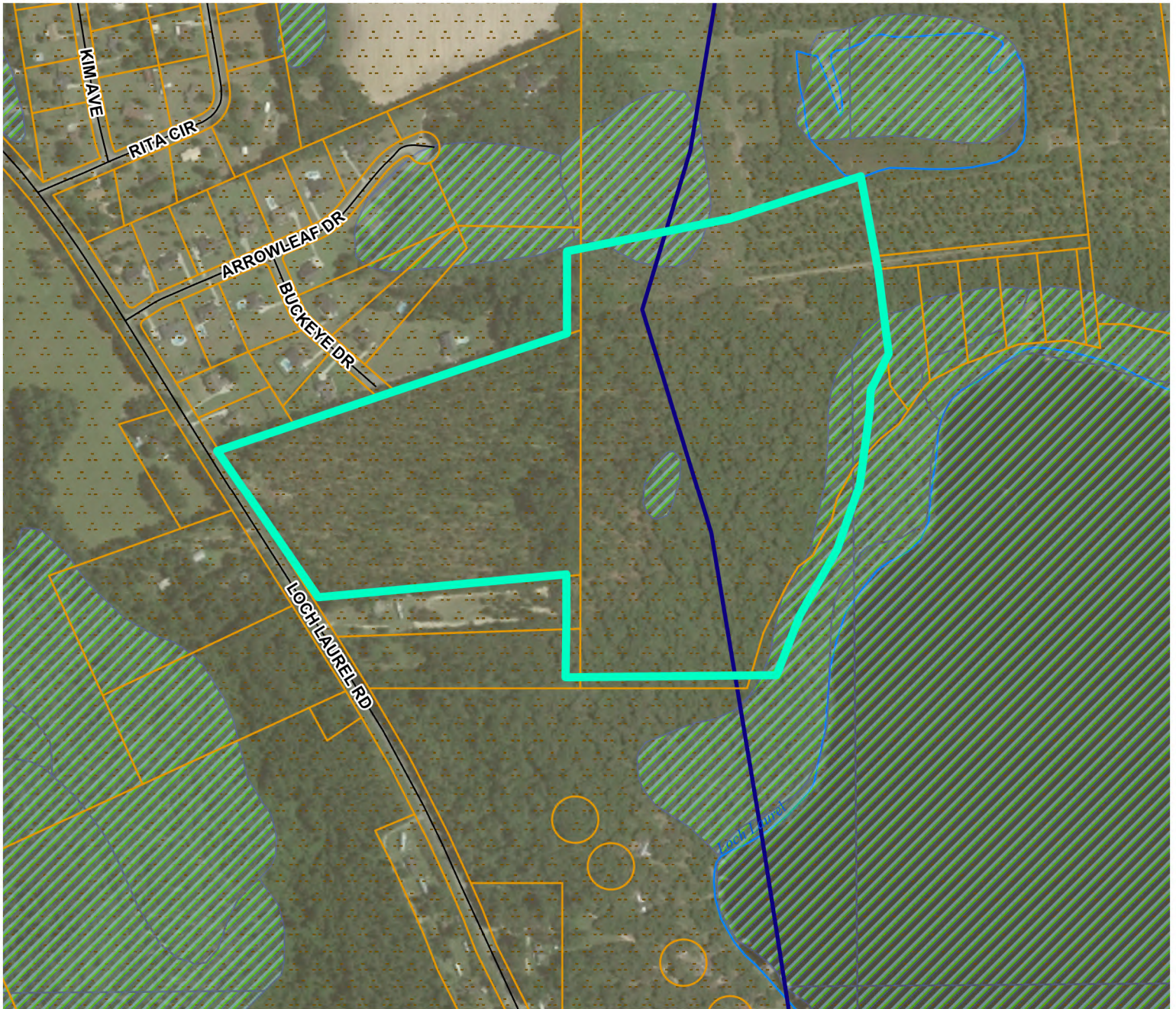
# REZ-2024-15

# WRPDO Site Map

## Loch Winn Farms LTD 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-2024-16 Pine Grove Road Townhouses, 6.3ac, Bemiss Rd & Pine Grove, C-H to P-D, County Utilities

DATE OF MEETING: September 10, 2024

Work  
Session/Regular  
Session

BUDGET IMPACT: N/A

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: REZ-2024-16 Pine Grove Road Townhouses, 6.3ac, Bemiss Rd & Pine Grove, C-H to P-D, County Utilities

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HISTORY, FACTS AND ISSUES: This request represents a change in zoning on the subject properties from C-H (Highway Commercial) zoning to P-D (Planned Development) zoning. The general motivation in this case is for the applicant to develop a 70-unit townhome community. The subject property possesses road frontage on Bemiss Road and Pine Grove Road, a State Highway and a County Road respectfully, with proposed access off Pine Grove Road. The property is within the Urban Service Area, Bemiss Corridor Overlay, and Neighborhood Activity Center 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 land use, lot sizes, zoning pattern, the availability of County utilities, and therefore recommends approval of the request for P-D zoning as depicted on the proposed site plan, with the following Staff recommended condition:

1. The sidewalk be installed by the developer and continued from Bemiss Road down Pine Grove to the northwest property line.

The GLPC did not review the case due to a lack of quorum at their August meeting, and therefore have not provided a recommendation.

- 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:

..... DOVER MILLER KARRAS LANGDALE & BRANTLEY .....

A T T O R N E Y S   A T   L A W

A PROFESSIONAL CORPORATION

J. Michael Dover  
Patricia McCorvey Karras  
Jackson R. Langdale  
Nathanael D. Brantley  
Jennifer Stakich Walker\*  
Charles A. Shenton IV  
W. Cavan Perry  
Taylor Thomas Young

701 North Patterson Street  
Valdosta, Georgia 31601-4526

*Willis L. Miller III*  
*(1947-2022)*

Mailing Address:  
Post Office Box 729  
Valdosta, Georgia 31603-0729  
Telephone:  
229-242-0314

\*licensed in Georgia and Florida

August 12, 2024

Lowndes County Board of  
Commissioners & GLPC  
327 N. Ashley Street  
Valdosta, GA 31601

Re:    Application for Rezoning for Tax Parcel 0145B-185B  
      Case No. REZ-2024-16

Dear Board Members:

Please allow this letter to serve as an application for rezoning the property located off Bemiss Road and Pine Grove Road, Map & Parcel Number 0145B 185B. The property is currently zoned as C-H. We would like to rezone the property from C-H to P-D.

This lot is currently owned by Nijem Properties, LLC, and the deed is recorded in Deed Book 2588, Page 195 in the Lowndes County public records. A copy of the recorded deed, a list of adjacent property owners, and the planned development concept plan are attached.

Amending the site plan of this property would be consistent with the Goals & Policies of the 2021 Joint Comprehensive Plan Update. Specifically, rezoning would promote Goal 4 by offering additional housing options and spurring growth to accommodate first-time homebuyers in the Lowndes County market. Additionally, construction of a new housing project in this area would support and grow local businesses engaged in providing the goods, services, and labor necessary to develop this project. Further, rezoning this property to P-D classification would promote Goal 4 by enabling the development of affordable housing options for first time homebuyers, young professionals, and military members, which is also consistent with Policy 4.3. Further, the intended use of this property will allow for redevelopment of the property and efficient utilization of land to promote opportunities for investment and growth, in accordance with Goal 5 and Policy 5.2.

Thank you for your consideration in amending the site plan of this property. If I can answer any questions about this request, please do not hesitate to contact me.

Respectfully,

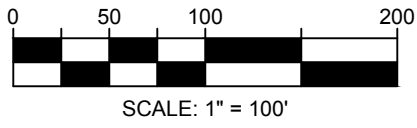
A handwritten signature in blue ink, appearing to read 'J. Langdale', with a long horizontal flourish extending to the right.

Jackson R. Langdale  
Attorney for the Owner

Enclosures

# PLANNED DEVELOPMENT CONCEPT PLAN

MAP145B PARCEL 185B



## SITE INFORMATION

MUNICIPALITY: LOWNDES COUNTY

CURRENT ZONING: C-H

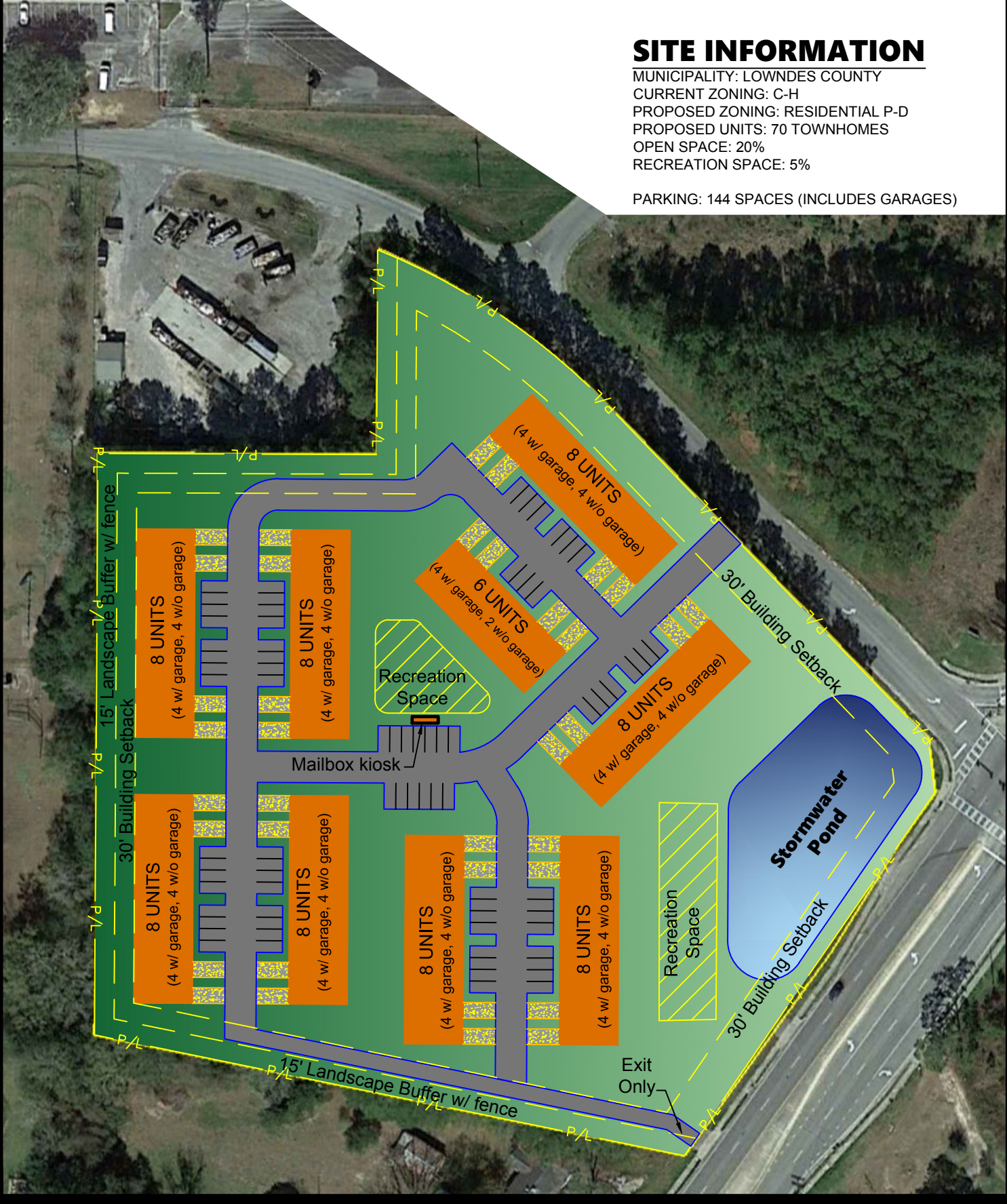
PROPOSED ZONING: RESIDENTIAL P-D

PROPOSED UNITS: 70 TOWNHOMES

OPEN SPACE: 20%

RECREATION SPACE: 5%

PARKING: 144 SPACES (INCLUDES GARAGES)

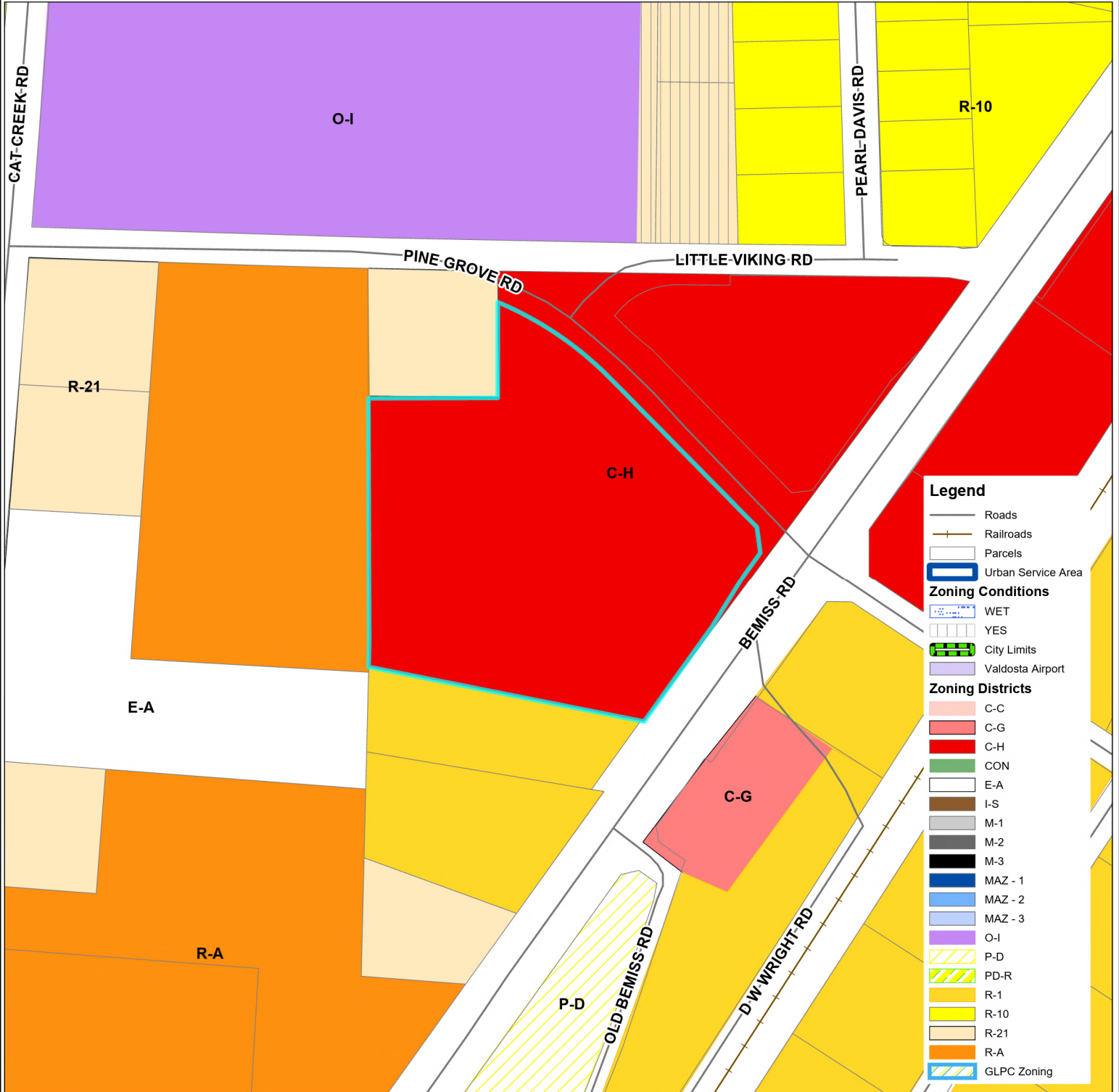


# REZ-2024-16

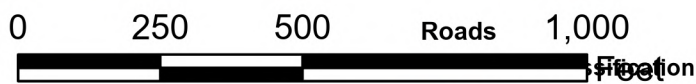
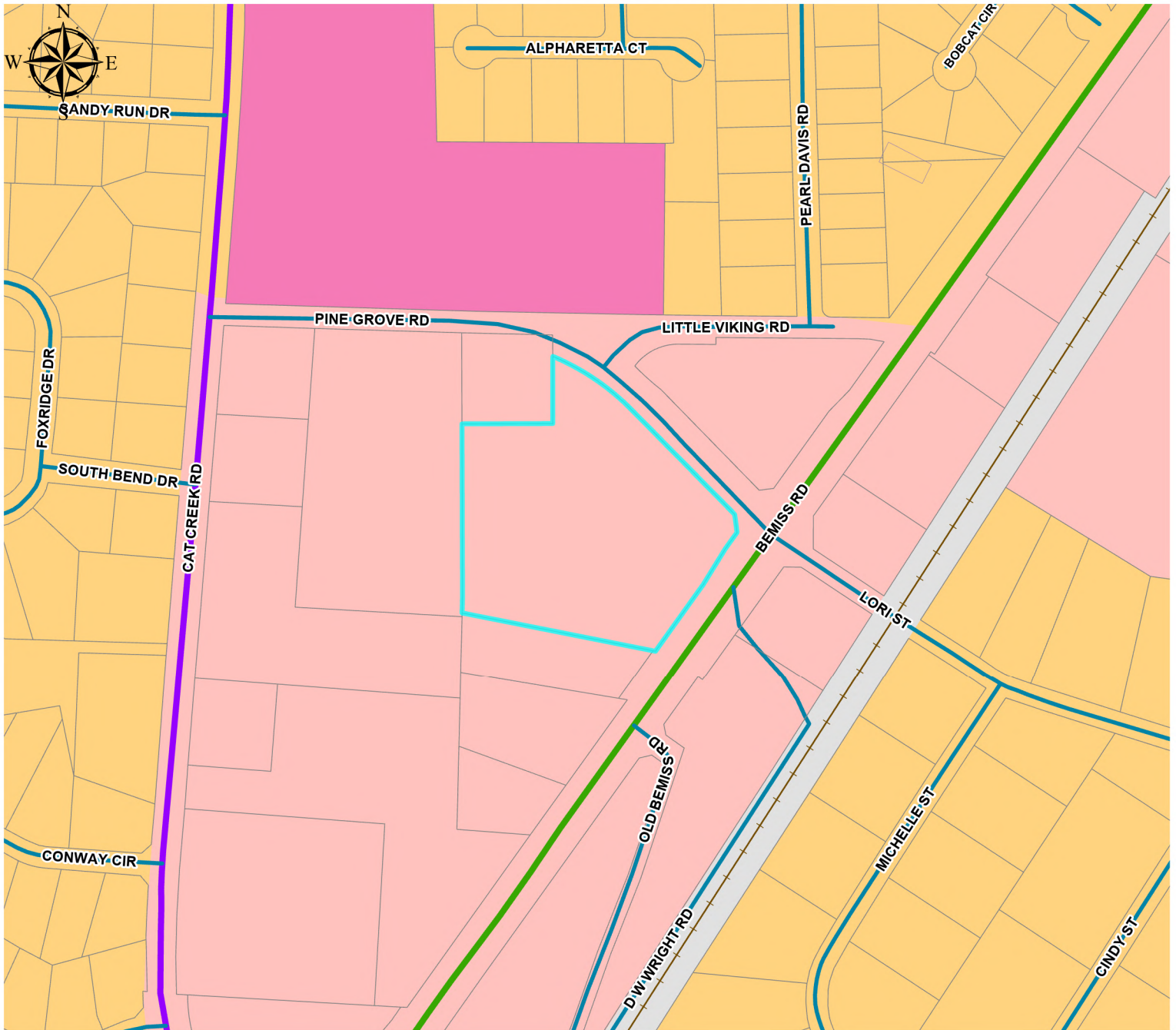
# Zoning Location Map

Pine Grove Road Townhouses  
Rezoning Request

CURRENT ZONING: C-H  
PROPOSED ZONING: P-D



## Pine Grove Road Townhouses Rezoning Request



- Roads**
- 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
- 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

### Legend



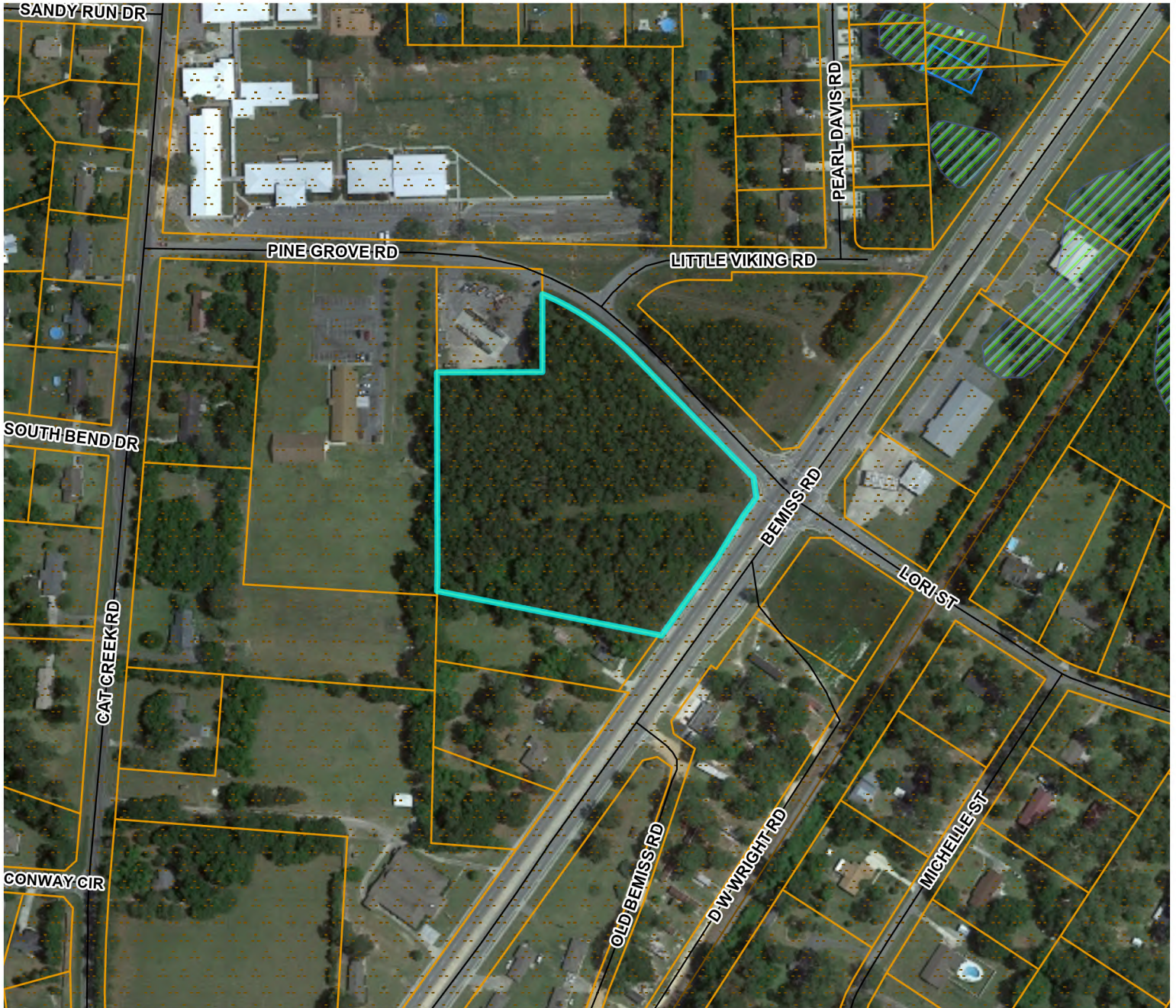
# REZ-2024-16

# WRPDO Site Map

## Pine Grove Road Townhouses 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: Orr Road Extension, P.I. 0016273 - Transportation  
Improvement Act (TIA) Project Agreement

DATE OF MEETING: September 10, 2024

Work  
Session/Regular  
Session

BUDGET IMPACT: N/A

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: Orr 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 and executed. The Project Agreement is required to be executed prior to beginning, and a written Notice to Proceed from GDOT is also required prior to beginning any project phase. The agreement is for eligible project costs up to \$1,175,000.00.

OPTIONS: 1. Approve and authorize the Chairman to sign the Project 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) Orr Road Extension, P.I. 0016273**

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, ¶1(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) **Orr Road Extension, P.I. 0016273: ONE MILLION ONE HUNDRED SEVENTY-FIVE THOUSAND DOLLARS AND ZERO CENTS (\$1,175,000.00)**

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]**



Contract ID:

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) Orr Road Extension, P.I. 0016273**

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.

Contract ID:

**EXHIBIT B**  
**SCOPE AND PROCEDURE**

- 1) Construction, operation and maintenance of Orr Road Extension, P.I. 0016273

**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

Contract ID:

**APPENDIX A**

LOCAL PROJECT DELIVERY APPLICATION  
for the following Projects:

- 1) **Orr Road Extension, P.I. 0016273**



**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# 0016273, Orr Road Extension  
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 [bmosley@dot.ga.gov](mailto:bmosley@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		
<b>Applicant</b> Lowndes County	<b>Main Contact</b> Michael Fletcher, P.E.	
<b>Contact Title</b> County Engineer	<b>Phone Number</b> 229-671-2424	
<b>Local Government Email address</b> mfletcher@lowndescounty.com		
<b>Contact Address</b> 327 N Ashley St		
<b>Address Line 2</b> 2nd Floor Engineering Department		
<b>City</b> Valdosta	<b>State</b> GA	<b>Zip Code</b> 31601

Section II – Project Information			
<b>County</b> Lowndes	<b>City</b> Valdosta	<b>Congressional District</b> 8	<b>GDOT District</b> 4
<b>Regional Commission</b> Southern Georgia		<b>MPO Region (if applicable)</b> Valdosta	
<b>Regional Commission ID Number/ PI Number/ and Project Name</b> SGRC-112 / 0016273 / Orr Rd Extension			
<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:

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) Orr Road Extension, P.I. 0016273**

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