



LOWNDES COUNTY BOARD OF COMMISSIONERS
PROPOSED AGENDA
WORK SESSION, MONDAY, AUGUST 23, 2021, 8:30 AM
REGULAR SESSION, TUESDAY, AUGUST 24, 2021, 5:30 PM
327 N. Ashley Street - 2nd Floor

1. Call To Order

2. Invocation

3. Pledge Of Allegiance To The Flag

4. Minutes For Approval

- a. Work Session - August 9, 2021 & Regular Session - August 10, 2021
Recommended Action:
Documents:

5. For Consideration

- a. Adoption of the Millage Rate
Recommended Action: Adopt
Documents:
- b. Adoption of Unincorporated Fire Millage
Recommended Action: Adopt
Documents:
- c. Beer, Wine, and Liquor License - Damian Hari of Ansuya Hari, LLC., DBA South Lowndes Bottle Store - 5120 Jewell Futch Rd., Lake Park, GA
Recommended Action: Approve
Documents:
- d. Beer and Wine License - Damian Hari of Ramjidada Properties, LLC., DBA Bigfoot - 6872 Lake Park Bellville Rd., Lake Park, GA
Recommended Action: Approve
Documents:
- e. Approval of Easement Documents for Hightower Road
Recommended Action: Approve
Documents:
- f. Approval of Lease Amendment Number Three to Bellsouth Telecommunications, LLC
Recommended Action: Approve
Documents:
- g. Adopt Resolution Accepting Infrastructure for Val Del Estates Subdivision Phase I
Recommended Action: Adopt

Documents:

- h. Adding Dispatch Consoles 11 and 12 for the 911 Center

Recommended Action: Approve

Documents:

- i. Alapaha Plantation Proposed Consent Order for Water

Recommended Action: Approve

Documents:

- j. Whitewater Road Manhole Emergency Repair

Recommended Action: Approve

Documents:

- k. Mud Swamp Road and Swamp Edge Drive Private Road Dedication Advisement

Recommended Action: Board's Pleasure
Option 1

Documents:

6. Bid

- a. TIA-03 Hightower Road and Cooper Road NE

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: Adoption of the Millage Rate

DATE OF MEETING: August 24, 2021

Work Session/Regular Session

BUDGET IMPACT:

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: Adoption of the Millage Rate

HISTORY, FACTS AND ISSUES: The Board of Commissioners is required to set the county-wide millage rate for 2021. A public hearing was held prior to this adoption as required. The county-wide millage rate should be set at 10.656 mills with the County receiving 8.406 mills, the Industrial Authority receiving 1.00 mill and the Parks and Recreation Authority receiving 1.25 mills. This represents a reduction of 0.195 mills.

OPTIONS: 1. Adopt the countywide millage rate of 10.656 mills

RECOMMENDED ACTION: Adopt

DEPARTMENT: Finance

DEPARTMENT HEAD: Stephanie Black

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: Adoption of Unincorporated Fire Millage

DATE OF MEETING: August 24, 2021

Work Session/Regular Session

BUDGET IMPACT:

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: Adoption of Unincorporated Fire Millage

HISTORY, FACTS AND ISSUES: Earlier this year, the Board of Commissioners passed a resolution creating a special tax district for fire services. The special district encompasses the unincorporated area of Lowndes County and the proceeds will be used for the purpose of expanding fire services. The millage should be set at 2.50 mills for 2021.

OPTIONS: 1. Adopt the unincorporated fire millage rate of 2.50 mills

RECOMMENDED ACTION: Adopt

DEPARTMENT: Finance

DEPARTMENT HEAD: Stephanie Black

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: Beer, Wine, and Liquor License - Damian Hari of Ansuya Hari, LLC., DBA South Lowndes Bottle Store - 5120 Jewell Futch Rd., Lake Park, GA

DATE OF MEETING: August 24, 2021

Work Session/Regular Session

BUDGET IMPACT:

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: Beer, Wine, and Liquor License - Damian Hari of Ansuya Hari, LLC., DBA South Lowndes Bottle Store - 5120 Jewell Futch Rd., Lake Park, GA

HISTORY, FACTS AND ISSUES: Beer, Wine, and Liquor License - Damian Hari of Ansuya Hari, LLC., DBA South Lowndes Bottle Store - 5120 Jewell Futch Rd., Lake Park, GA is requesting a license for the sale of beer, wine, and liquor for consumption off premise. This is a new establishment. This location previously operated as a Taco Bell but has been closed for some time. The ordinances and guidelines for approval of the license have been met. All forms are attached and upon approval by the Board the license will be granted.

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

RECOMMENDED ACTION: Approve

DEPARTMENT: Finance

DEPARTMENT HEAD: Stephanie Black

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

#01353964

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

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

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

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

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

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

Ansuya Mari LLC

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

South Lowndes Bottle Store

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

N/A

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

N/A

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

5120 Jewel Futch Rd

Lake Park GA 31636

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

5120 Jewel Futch Rd

Lake Park GA 31636

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

Liquor Store - off premise

Beer, Wine and Alcohol

9. Lowndes County's alcohol ordinance prohibits the distribution, sale or consumption of alcoholic beverages within 300 feet of any church building. The ordinance also prohibits the distribution, sale or consumption of wine or malt beverages within 100 yards, or of distilled spirits within 200 yards, of any

school building, educational building, school grounds or college campus. Those distances are measured from the door of the licensed establishment to the nearest street, thence along said street to the nearest point of any church building, school building, educational building, school grounds or college campus. List below the name and street address of the nearest church and the nearest educational facilities to the proposed establishment including the address.

Church: Lake Park Church of God - 900 W. Marion Ave Lake Park GA 31736

School, college or other educational facility or grounds: Lake Park Elementary School -
604 W. Marion Ave Lake Park GA 31736

10. Has the Applicant or the establishment to be licensed been denied or had revoked an alcohol license by Lowndes County within the preceding twelve (12) months? [] YES NO
If yes, please explain. [Attach additional pages if more space needed]

11. Has the Applicant, any person identified in question 12 below, or any employee of the establishment for which licensure is being sought ever been refused a license related to alcohol or had such license suspended or revoked (either by Lowndes County or another jurisdiction)? [] YES NO
If yes, state the month and year of such occurrence, the jurisdiction, and the circumstances. [Attach additional pages if more space needed]

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

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

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

Damian Havi
Member Name

Valdosta GA 31601
Address

Member Name

Address

Member Name

Address

Manager Name

Address

Manager Name

Address

Officer Name

Address

Officer Name

Address

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

Name

Address

Name

Address

Name

Address

Name

Address

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

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

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

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

N/A This establishment was previously a
franchised Taco Bell that closed a few years
ago.

17. Has the individual making this application attached a fully completed and executed affidavit (see attachment B) verifying his or her legal presence in the U.S., and also presented as his or her identification an original of one of the following current and valid "secure and verifiable documents" under O.C.G.A. § 50-36-1: driver's license issued by one of the states or territories of the U.S. or Canada; U.S. or foreign passport; picture I.D. issued by one of the states or territories of the U.S.; U.S. Certificate of Citizenship or Naturalization; or U.S. Permanent Resident Card or Alien Registration Receipt Card? YES [] NO

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

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

CERTIFICATION REGARDING APPLICATION

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

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

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

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

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

Submitted herewith is the sum of \$ 1437.50 [must be a cashier's check, money order, other certified funds, or cash] which includes the license fee for the year, or partial year, plus the administration fee. I understand that, should the Application be denied, I will receive a refund for the license fee only and that the administration fee is non-refundable.

Ansuya Hori
Signature of Individual Making this Application

Sworn to and subscribed before me
this 06 day of May, 2021.

Date: 5/5/21

[Signature]
Notary Public

My commission expires: June 17, 2022

ATTACHMENT B

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

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

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

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

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

Executed in Valdosta (city), Georgia (state).

Damian Hari
Signature of Applicant

Damian Hari
Printed Name of Applicant

Sworn to and subscribed before me this 06 day of May 2021.

[Signature]
Notary Public

My commission expires: June 17, 2022

APPENDIX A

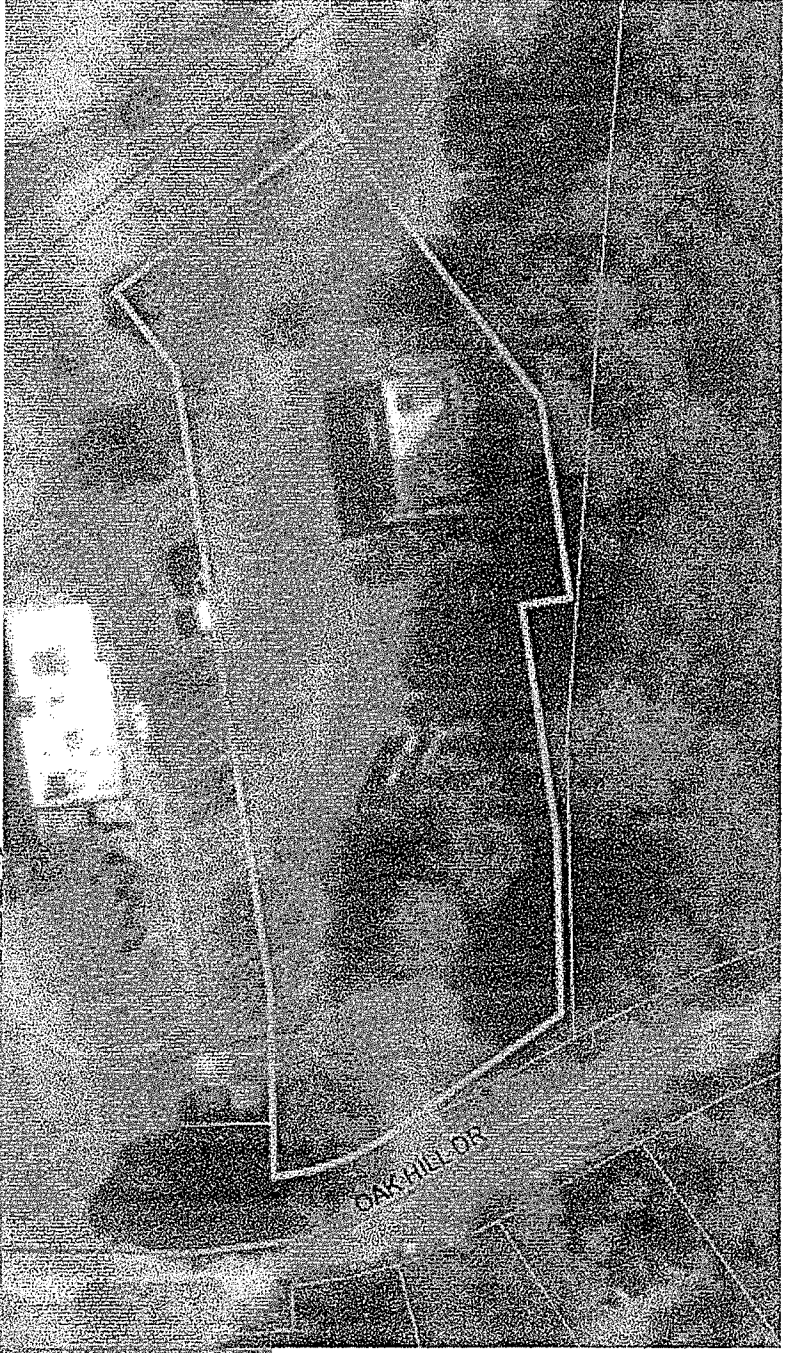
FEEES AND CHARGES

1. Alcoholic beverage licenses fees shall be as follows:

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

1037.50	<u>Oct</u>
250.	518.75
<u>150</u>	250.00
1437.50	<u>150.00</u>
	918.75

5120 Jewel Futch Road



Distance Check

Date: 7/26/21

Establishment: Jay Shri Ganesh Corporation

Address: 5120 Jewel Fitch Rd. Lake Park, Ga. 31636

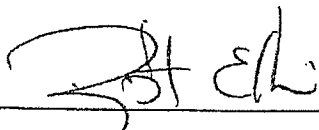
Nearest School: Francis Lake Baptist Church (Preschool)

Address: 5111 Springwater Dr. Lake Park, Ga. 31636 Distance: 3696 feet
.7 miles

Nearest Church: Francis lake AME

Address: 905 Lakes Blvd. Lake Park, Ga. 31636 Distance: 3168 feet
.6 miles

Officer Assigned: Robert Ellis

Signature: 

Comments:

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: Beer and Wine License - Damian Hari of Ramjidada Properties, LLC., DBA Bigfoot - 6872 Lake Park Bellville Rd., Lake Park, GA

DATE OF MEETING: August 24, 2021

Work Session/Regular Session

BUDGET IMPACT:

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: Beer and Wine License - Damian Hari of Ramjidada Properties, LLC., DBA Bigfoot - 6872 Lake Park Bellville Rd., Lake Park, GA

HISTORY, FACTS AND ISSUES: Beer and Wine License - Damian Hari of Ramjidada Properties, LLC., DBA Bigfoot - 6872 Lake Park Bellville Rd., Lake Park, GA is requesting a license for the sale of beer and wine for consumption off premise. This is a new establishment. This location previously operated as Jay Khushbu Inc. but has been closed since 2015. The ordinances and guidelines for approval of the license have been met. All forms are attached and upon approval by the Board the license will be granted.

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

RECOMMENDED ACTION: Approve

DEPARTMENT: Finance

DEPARTMENT HEAD: Stephanie Black

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

#01354226

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

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

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

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

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

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

Bamjidada Properties LLC

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

Big Foot

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

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

Damian Hari

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

10870 Lake Park Bellville Rd.

Lake Park GA 31130

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

5120 Jewel Futch Rd.

Lake Park GA 31136

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

Convenience Store with Gas

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

Church: 412 W. Cotton Ave Lake Park GA 31030

School, college or other educational facility or grounds: _____

604 W. Marion Ave Lake Park GA 31030

10. Has the Applicant or the establishment to be licensed been denied or had revoked an alcohol license by Lowndes County within the preceding twelve (12) months? YES NO
If yes, please explain. [Attach additional pages if more space needed]

11. Has the Applicant, any person identified in question 12 below, or any employee of the establishment for which licensure is being sought ever been refused a license related to alcohol or had such license suspended or revoked (either by Lowndes County or another jurisdiction)? YES NO
If yes, state the month and year of such occurrence, the jurisdiction, and the circumstances. [Attach additional pages if more space needed]

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

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

_____ Name	_____ Address
_____ Name	_____ Address
_____ Name	_____ Address
_____ Name	_____ Address

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

<u>Damian Hari</u> _____ President	<u>Valdosta GA 31001</u> _____ Address
_____ Vice President	_____ Address
_____ Secretary	_____ Address
_____ Treasurer	_____ Address
_____ Director	_____ Address
_____ Stockholder	_____ Address
_____ Stockholder	_____ Address
_____ Stockholder	_____ Address

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

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

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

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

This store is closed and has been for a long time.
I am going to rent it from an un-related
party.

17. Has the individual making this application attached a fully completed and executed affidavit (see attachment B) verifying his or her legal presence in the U.S., and also presented as his or her identification an original of one of the following current and valid "secure and verifiable documents" under O.C.G.A. § 50-36-1: driver's license issued by one of the states or territories of the U.S. or Canada; U.S. or foreign passport; picture I.D. issued by one of the states or territories of the U.S.; U.S. Certificate of Citizenship or Naturalization; or U.S. Permanent Resident Card or Alien Registration Receipt Card?
[X] YES [] NO

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

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

CERTIFICATION REGARDING APPLICATION

Personally, appeared before the undersigned officer duly authorized to administer oaths, the undersigned affiant, who after first being duly sworn, hereby affirms, says and certifies that he/she is the Owner/President of Ramjidade Properties LLC, is authorized to make and execute this application on behalf of the Applicant, and further hereby affirms, says and certifies as to each of the following:

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

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

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

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

Submitted herewith is the sum of \$ 900.00 [must be a cashier's check, money order, other certified funds, or cash] which includes the license fee for the year, or partial year, plus the administration fee. I understand that, should the Application be denied, I will receive a refund for the license fee only and that the administration fee is non-refundable.

Ammon Bani
Signature of Individual Making this Application

Sworn to and subscribed before me
this 28th day of July, 20 21.

Date: 7/28/21

Scott Courson
Notary Public

My commission expires: 09-24-21



ATTACHMENT B

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

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

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

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

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

Executed in Valdosta (city), GA (state).

Dominic Hari
Signature of Applicant

Dominic Hari
Printed Name of Applicant

Sworn to and subscribed before me this 28th day of July, 2021.

Scott Courson
Notary Public

My commission expires: 09-24-21



ATTACHMENT D

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

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

Damian Hari
Signature of Exempt Private Employer

Ranjidada Properties LLC
Printed Name of Exempt Private Employer

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

Executed on 06-28, 2021 in Valdosta (city), GA (state).

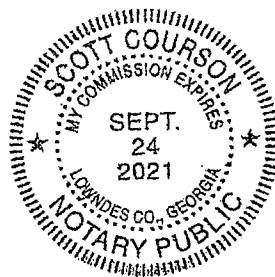
Damian Hari
Signature of Authorized Officer or Agent

Damian Hari
Printed Name and Title of Authorized Officer or Agent

Sworn to and subscribed before me this 28th day of July, 2021.

Scott Courson
Notary Public

My commission expires: 09-24-21.



APPENDIX A
FEES AND CHARGES

1. Alcoholic beverage licenses fees shall be as follows:

<u>License</u>	<u>Annual Fee</u>
(a) Retail Dealer – Off Premises Consumption (Malt Beverages)	\$500.00 250. ⁰⁰
(b) Retail Dealer – Off Premises Consumption (Wine)	\$500.00 250. ⁰⁰
(c) Retail Dealer – Off Premises Consumption (Distilled Spirits)	\$1,075.00
(d) Retail Dealer – Off Premises Consumption (Sunday Sales)	<u>\$250.00</u>
(e) Retail Consumption Dealer – Consumption on Premises (Malt Beverages)	\$675.00
(f) Retail Consumption Dealer – Consumption on Premises (Wine)	\$675.00
(g) Retail Consumption Dealer – Consumption on Premises (Distilled Spirits)	\$3,200.00
(h) Retail Consumption Dealer – Consumption on Premises (Sunday Sales)	\$250.00
(i) Wholesaler – Malt Beverages with warehousing in Lowndes County	\$300.00
(j) Wholesaler – Malt Beverage without warehousing in Lowndes County	\$100.00
(k) Wholesaler – Wine with warehousing in Lowndes County	\$300.00
(l) Wholesaler – Wine without warehousing in Lowndes County	\$100.00
(m) Wholesaler – Distilled Spirits with warehousing in Lowndes County	\$500.00
(n) Wholesaler – Distilled Spirits without warehousing in Lowndes County	\$100.00
(o) Alcoholic Beverage Catering License	\$250.00
2. Event Permit (issued to alcoholic beverage caterer licensed by the County)	\$50.00
3. Event Permit (issued to alcoholic beverage caterer licenses by a municipality or county in Georgia other than the County)	\$50.00
4. Administration Fee	<u>\$150.00</u>

Distance Check

Date: 8/10/21

Establishment: Jay Shri Ganesh Corporation

Address: 6872 Lake Park Bellville Rd.
Lake Park, Ga. 31636

Nearest School: Lake Park Elementary School

Address: 604 W. Marion Ave Distance: 15,840 feet
Lake Park, Ga. 31636 3.0 miles

Nearest Church: New Life Community Church of Lake Park

Address: 7505 Zeigler Rd. Distance: 7920 feet
Lake Park, Ga. 31636 1.5 miles

Officer Assigned: Robert Ellis

Signature: [Signature]

Comments:

72 Lake Park -
Ilville Road



LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: Approval of Easement Documents for Hightower Road

DATE OF MEETING: August 24, 2021

Work Session/Regular Session

BUDGET IMPACT: N/A

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: Approval of Easement Documents for Hightower Road

HISTORY, FACTS AND ISSUES: As part of the TIA-03 Hightower Road and Cooper Road NE project, Lowndes County has to acquire 3.038 acres of right of way from the United States of America. The process for the right of way is still on-going. The United States of America has agreed to a Grant of Easement to Lowndes County to construct the project. When the project is complete, the United States of America will grant the right of way to Lowndes County.

OPTIONS: 1. Approve the Grant of Easement from the United States of America and approve the Chairman to sign the easement.
2. Board's Pleasure

RECOMMENDED ACTION: Approve

DEPARTMENT: Engineering

DEPARTMENT HEAD: Chad McLeod

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

DEPARTMENT OF THE AIR FORCE
GRANT OF EASEMENT
FOR
LOWNDES COUNTY, GEORGIA
ON
MOODY AIR FORCE BASE, GEORGIA

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DEPARTMENT OF THE AIR FORCE

GRANT OF EASEMENT

PREAMBLE

THE UNITED STATES OF AMERICA, acting by and through the Secretary of the Air Force (the "Government"), under and pursuant to the authority granted in 10 U.S.C. § 2668, the Secretary of the Air Force having determined that no more land than needed for the Easement is included herein, and the granting of this Easement is not against the public interest; does hereby grant and convey to Lowndes County, a municipality of the state of Georgia, duly incorporated in the State of Georgia and authorized to do business in this State Grantee an exclusive Easement to to expand and pave a road around and on parts of Moody AFB, Georgia, as described in Exhibit A and depicted on Exhibit B (the "Easement Area"). The Grantor and Grantee may be referred to as Parties or separately as a Party.

BASIC TERMS

1. TERM

1.1 Term. This Grant shall be for a term of 5 years commencing 1 Aug 2021 and ending 31 July 2026 unless sooner terminated.

1.2 Termination. The Government may terminate this easement at any time in the event of national emergency as declared by the President or the Congress of the United States, base closure, deactivation or substantial realignment, or in the interest of national defense upon 120 days' written notice to Grantee. If the giving of such notice is impracticable under the circumstances, the Secretary will use good faith efforts to give Grantee such advance written notice as the circumstances permit.

2. RENT

2.1. The consideration for the easement shall be the maintenance and protection of the easement area, which consists of approximately 3.038 acres of Government-owned land. The County will expend funds to pave a dirt road located at the north end of the Installation boundary and erect a fence as approved by the Installation Commander. The paving of the road is essential to reduce dust and other debris to avoid potential hazards that could impact the flying mission.

3. CORRESPONDENCE

3.1 Any notices pursuant to this Easement shall be given in writing by (a) personal delivery, or (b) reputable overnight delivery service with proof of delivery, or (c) United States Mail, postage prepaid, registered or certified mail, return receipt requested, or (d) email, in each case addressed as follows:

GOVERNMENT:
23 CES/CEIAP
Moody Air Force Base
3485 Georgia St,
Moody AFB, GA 31699

GRANTEE:
Lowndes County
327 N. Ashley St
Valdosta, GA 31601

4. USE OF EASEMENT AREA

Permitted Uses. The Grantee shall use the Easement Area solely for purposes of expanding and paving a road around Moody AFB, Georgia. Grantee's use of the Easement Area shall comply, at Grantee's sole cost and expense, with all Applicable Laws. The Grantee shall not use or occupy the Easement Area in any manner that is unlawful, dangerous, or that results in waste, unreasonable annoyance, or a nuisance to the Government.

Grantee Access. Grantee is granted the nonexclusive right the land associated with the road expansion and paving on Moody AFB, Georgia in common with the Grantor and its grantees and licensees for access to and from the Easement Area and the nearest public street or highway.

4.1 Government's Right of Access And Inspection. Government shall have the right to enter the Easement Area at any time and shall have the right to reasonably inspect Grantee's use of it and any of Grantee's improvements or property placed thereon, without notice. Government shall have the right to enter the Premises at any time and shall have the right to reasonably inspect the Premises and Grantee's property placed thereon. In accepting the privileges and obligations established hereunder, Grantee recognizes that the Installation serves the national defense and that Government will not permit the Grantee to interfere with the Installation's military mission. This Installation is an operating military Installation which is closed to the public and is subject to the provisions of the Internal Security Act of 1950, 50 U.S.C. § 797 and of 18 U.S.C. § 1382. Access to the Installation is subject to the control of the Installation Commander and is governed by such regulations and orders. Any access granted to Grantee, its officers, employees, partners, members, contractors of any tier, agents, invitees, others who may be on the Premises at their invitation, or assignees ("Grantee Parties") is subject to such regulations and orders. This Easement is subject to all regulations and orders currently promulgated or which may be promulgated by lawful authority as well as all other conditions contained in this Easement. Violation of any such regulations, orders, or conditions may result in

the termination of this Easement. Such regulations and orders may, by way of example and not by way of limitation, include restrictions on who may enter, how many may enter at any one time, when they may enter, and what areas of the Installation they may visit, as well as requirements for background investigations, including those for security clearances, of those entering. Grantee is responsible for the actions of Grantee Parties while on the Installation.

4.2 Government's Reasonable Regulation. The use and occupation of the Easement Area and the exercise of the rights herein granted shall be subject to Government's reasonable restrictions and regulations regarding ingress, egress, safety, sanitation, and security, as Government, or its duly authorized representatives, may from time to time impose.

4.3 No Obstructions. Neither party shall use the property nor construct, erect, or place any objects, buildings, structures, signs, or wells of a permanent nature on, under, or over the Easement Area that will unreasonably interfere with the other Party's use of the premises, as set out in this Easement or its reservations.

4.4 Limitation Of Grantee Rights. Except as is reasonably required to affect the purpose of this Easement, the Grantee has no right of use, license, easement, servitude, or usufruct, for any purpose, by necessity or otherwise, express or implied, on, over, across, or under any of the real property of the Government, and the Grantee agrees not to assert any such right or interest by reason of this Easement.

5. ABANDONMENT OR TERMINATION OF EASEMENT

5.1 Termination. This Easement may be terminated in whole or in part by the Government for Grantee's failure to comply with the terms of this Easement, and Government may terminate it for any part of the Easement Area that is abandoned or not used by the Grantee for 24 consecutive months. The Government shall give written notice of any termination, which... shall be effective as of the date of the notice.

5.2 Remedies For Non-Compliance. In the event the Grantee fails to comply with any obligation under this Easement, the Government may pursue monetary damages, equitable relief, or both, and the Grantee shall reimburse the Government for its attorney fees and costs

OPERATION OF THE EASEMENT AREA

6. EASEMENTS AND RIGHTS OF WAY

6.1 Use if Easement is Reserved. This Easement is subject to all outstanding easements, rights of way, rights in the nature of an easement, leases, permits, licenses, and uses (collectively, "Outgrants") for any purpose affecting the Easement Area. The Government may make additional Outgrants and make additional uses that may affect the Easement Area. However, any such additional Outgrants shall not be inconsistent with the use of the Easement Area by the Grantee under this Easement.

7. CONDITION OF EASEMENT AREA

7.1 The Grantee has inspected and knows the condition of the Easement Area. It is understood that the Easement is granted "as is, where is" without any warranty, representation, or obligation on the part of the Government to make any alterations, repairs, improvements, or corrections to conditions or to defects whether patent or latent. The Parties shall jointly perform and sign or otherwise authenticate a Physical Condition Report at the beginning of the Easement term to document the condition of the Easement Area. This report will be made a part of this Easement as Exhibit C.

8. MAINTENANCE OF EASEMENT AREA

8.1 **Maintenance of Easement Area.** The Grantee, at no expense to the Government, shall at all times preserve, maintain, repair, and manage the Easement Area, Grantee improvements, and Grantee equipment in an acceptable, safe, and sanitary condition in accordance with this Easement.

8.2 **Damage to Government Property.** If the Grantee damages or destroys any real or personal property of the Government, the Grantee shall promptly repair or replace such real or personal property to the reasonable satisfaction of the Government. In lieu of such repair or replacement, the Grantee shall, if so required by the Government, pay to the Government money in an amount sufficient to compensate for the loss sustained by the Government by reason of damage or destruction of Government property, including natural resources.

9. TAXES

9.1 The Grantee shall pay to the proper authority, when and as the same become due and payable, all taxes, assessments, and similar charges which, at any time during the term of this Easement may be imposed on the Grantee or the Easement Area.

10. INSURANCE

10.1 **Risk of Loss.** The Grantee shall in any event and without prejudice to any other rights of the Government bear all risk of loss or damage or destruction to the Easement Area, and any building(s), Easement Area improvements, Grantee equipment, fixtures, or other property thereon, arising from any causes whatsoever, with or without fault by the Government, provided, however, the Government shall not be relieved of responsibility for loss or damage that is solely

the result of the gross negligence or willful misconduct of the Government to the extent such loss or damage is not covered by coverage of insurance required under this Easement.

10.2 Grantee Insurance Coverage. During the entire Easement Term, the Grantee, at no expense to the Government, shall carry and maintain the following types of insurance;

10.2.1 Commercial general liability insurance, on an occurrence basis, insuring against claims for bodily injury, death and property damage, occurring upon, in or about the Easement Area, including any building thereon and sidewalks, streets, passageways and interior space used to access the Easement Area. Such insurance must be effective throughout the Easement Term, with limits of not less than \$1,000,000 per occurrence, general aggregate and products and completed operations aggregate, and include coverage for fire, legal liability, and medical payments. This coverage may be provided under primary liability and umbrella excess liability policies and shall include business auto liability insurance that insures against claims for bodily injury and property damage arising from the use of "any auto" with a combined single limit of \$1,000,000 per accident. All liability policies shall be primary and non-contributory to any insurance maintained by the Government

10.2.1.1 The insurance carried and maintained by the Grantee pursuant to Paragraph 10.2.1 shall provide coverage to protect the Government from any damage and liability for which the Grantee is liable or responsible or agrees to hold harmless and indemnify the Government under this Easement.

10.2.1.2 Commercial general liability and business auto liability insurance required pursuant to Paragraph 10.2.1 shall be maintained for the limits specified and shall provide coverage for the mutual benefit of the Grantee and the Government as an additional insured with equal standing with the named insured for purposes of submitting claims directly with the insurer

10.2.2 Workers' compensation or similar insurance covering all persons employed in connection with the work and with respect to whom death or bodily injury claims could be asserted against the Government or the Grantee, in form and amounts required by law (statutory limits), and employers' liability, with limits of \$1,000,000 each coverage and policy limit.

10.3 General Requirements. All insurance required by this Easement shall be: (i) effected under valid and enforceable policies, in such forms and amounts required under this Easement, (ii) issued by Qualified Insurers defined for purposes of this paragraph as insurers authorized to do business and to issue the insurance policies required under this Paragraph 10 in the State of Georgia; (iii) provide that no reduction in amount or material change in coverage thereof shall be effective until at least sixty (60) days after receipt by the Government of written notice thereof; (iv) provide that any cancellation of insurance coverage based on nonpayment of the premium shall be effective only upon ten (10) days' written notice to the Government; (v) provide that the insurer shall have no right of subrogation against the Government; and (vi) be reasonably satisfactory to the Government in all other respects. Proceeds under all policies of insurance carried and maintained to provide coverage required by this Paragraph 10 shall be available only for the stated purposes of the insurance. Under no circumstances will the Grantee be entitled to

assign to any third-party rights of action that the Grantee may have against the Government in connection with any insurance carried pursuant to this Paragraph.

10.4 Evidence of Insurance. The Grantee shall deliver or cause to be delivered upon execution of this Easement (and thereafter not less than fifteen (15) days prior to the expiration date of each policy furnished pursuant to this Paragraph 10), at the Government's option, a certified copy of each policy of insurance required by this Easement, or a certificate of insurance evidencing the insurance and conditions relating thereto required by this Easement, in a form acceptable to the Government, and including such endorsements necessary to afford additional insured status.

10.5 Damage or Destruction of Easement Area. In the event all or part of the Easement Area is damaged (except de minimis damage) or destroyed, the risk of which is assumed by the Grantee under Paragraph 10.1, the Grantee shall promptly give notice thereof to the Government and the Parties shall proceed as follows:

10.5.1 In the event that the Government, in consultation with the Grantee, determines that the magnitude of damage is so extensive that the Easement Area cannot be used by the Grantee for its operations and the repairs, rebuilding, or replacement of the Easement Area cannot reasonably be expected to be substantially completed within three (3) months of the occurrence of the casualty ("Extensive Damage or Destruction of Easement Area"), either Party may terminate this Easement as provided in Paragraph 5.1. If this Easement is terminated pursuant to Paragraph 5.1, any insurance proceeds received as a result of any casualty loss to the Easement Area shall be applied to the restoration of the Easement Area in accordance with Paragraph 13.

10.5.2 In the event that the Government, in consultation with the Grantee, shall determine that Extensive Damage or Destruction of the Easement Area has not occurred, then neither Party shall have the right to terminate this Easement. The Grantee shall, as soon as reasonably practicable after the casualty, restore the Easement Area as nearly as possible to the condition that existed immediately prior to such loss or damage. Any insurance proceeds received as a result of any casualty loss to the Easement Area shall be applied first, to restoring the damaged area and removing any related debris to the reasonable satisfaction of the Government and second, to repairing, rebuilding, and/or replacing the Easement Area to the reasonable satisfaction of the Government.

11. ALTERATIONS

11.1 Alterations. At least 30 days before doing any work to repair, build, alter, modify, or demolish any improvements in the Easement Area, Grantee shall give written notice of its plans to the Installation Commander through the Base Civil Engineer, who shall have the right to review and approve or reasonably modify the plans and to place reasonable restrictions on Grantee's access, equipment, methods, materials, and manpower related to accomplishing the work, in order to ensure it is done consistent with Government's use of the Easement Area and the operation of the Installation.

11.2 Airfield Construction. Any new construction or alteration at the end of the runway, or within lateral clear zones for the runway, shall comply with any applicable DAF requirements, such as those contained in Unified Facilities Criteria (UFC) 3-260-01 titled "Airfield and Heliport Planning and Design," dated 4 February 2019, as amended.

11.3 The Grantee shall be responsible for grounds maintenance of the Easement Area without cost to the Government.

12. COSTS OF UTILITIES/SERVICES

12.1 The Grantee shall be responsible for all utilities, janitorial services, refuse collection and building and grounds maintenance of the Easement Area without cost to the Government.

13. RESTORATION

13.1 Grantee's Removal Obligation. Upon the expiration, abandonment, or termination of the Easement, Government may elect, in its sole discretion, to require Grantee to remove all its improvements and other property from the Easement Area and restore the Easement Area at Grantee's sole expense to substantially the same condition that existed immediately before the grant, all to Government's satisfaction. Government shall give notice to Grantee of such election within a reasonable time after learning of Grantee's abandonment, or together with Government's notice of termination. Alternatively, at those same times, Government may elect and give written notice to Grantee that some or all of Grantee's easement improvements and any other property Grantee may leave on the Easement Area will revert or be transferred to Government. Such reversion or transfer in lieu of Grantee's removal and restoration obligation shall be automatic and at no cost to Government and shall be effective on the Easement Expiration Date or the effective date of any abandonment or termination, without additional consideration, therefore. Grantee shall execute any documentation reasonably requested by the Government to confirm any transfer or conveyance.

13.2 Government Restoration of Easement Area. If Grantee fails to timely satisfy its removal and restoration obligations, then at Government's option, Grantee's improvements and personal property located on the Easement Area shall either become Government's property without compensation therefore or the Government may cause them to be removed or destroyed and the Easement Area to be so restored at the expense of Grantee, and no claim for damages against Government, its officers, employees, agents, or contractors shall be created by or made on account of such removal or destruction and restoration work. Grantee shall reimburse Government for any expenses it incurs to restore the Easement Area to the condition required by this grant within thirty (30) days after the Government provides written notice to Grantee of the reimbursement amount together with reasonable documentary support of the reimbursement amount.

CHANGES IN OWNERSHIP OR CONTROL

14. ASSIGNMENT

14.1 The Grantee may not assign this Easement without the prior written consent of the Government.

15. LIENS AND MORTGAGES

15.1 Prohibition Against Liens and Mortgages on the Easement Area. The Grantee shall not: (i) engage in any financing or other transaction creating any mortgage or security interest upon the Easement Area; (ii) place or suffer to be placed upon the Easement Area any lien or other encumbrance; (iii) suffer any levy or attachment to be made on the Grantee's interests in the Easement Area; or (iv) pledge, mortgage, assign, encumber, or otherwise grant a security interest in the Easement Area or the rents, issues, profits, or other income of the Easement Area.

ENVIRONMENT

16. ENVIRONMENTAL PROTECTION

16.1 Compliance with Applicable Laws. Grantee shall comply with all Applicable Laws and standards for environmental protection, including flood plains, wetlands, and pollution control and abatement, as well as for payment of all fines and assessments by regulators for the failure to comply with such standards. Grantee shall also indemnify the Government to the full extent permitted by law for any violation of such law, regulation, or standard and shall also reimburse the Government for any civil or criminal fines or penalties levied against the Government for any environmental, safety, occupational health, or other infractions caused by or resulting from Grantee's action or inaction or that of its officers, agents, employees, contractors, subcontractors, licensees, or the invitees of any of them. In the event that any actions by Grantee including those of its officers, agents, employees, contractors, subcontractors, licensees, or invitees cause or contribute to a spill or other release of a substance or material, Grantee shall conduct any required cleanup, abatement, or response action in accordance with all applicable federal, State and local laws and regulations or, at the discretion of Government, indemnify Government for all costs of completing such cleanup, abatement, or response action.

16.2 Environmental Permits. The Grantee shall obtain at its sole cost and expense any environmental and other necessary permits required for its operations under this Easement, independent of any existing permits.

16.3 Indemnification. The Grantee shall, to the extent permitted by law, indemnify the Government, its agents and employees, from and against any loss, damage, claim, or liability whatsoever resulting in personal injury or death, or damage of property of the Government and others, directly or indirectly due to the negligent exercise by the Grantee of any of the rights granted by the Easement, or any other negligent act or omission of the Grantee, including failure to comply with the obligations of this Easement or of any Applicable Laws that may be in effect from time to time.

16.4 Government Caused Environmental Damage. Grantee does not assume any of Government's liability or responsibility for environmental impacts and damage resulting from Government's activities; however, this provision does not relieve Grantee of any obligation or liability it might have or acquire with regard to third parties or regulatory authorities by operation of law.

16.5 Records Maintenance and Accessibility. The Government's rights under this Easement specifically include the right for Government officials to inspect the Easement Area, upon reasonable notice as provided under Paragraph 4.3, for compliance with Applicable Laws, including environmental laws, rules, regulations, and standards. Such inspections are without prejudice to the right of duly constituted enforcement officials to make such inspections. Violations identified by the Government will be reported to the Grantee and to appropriate regulatory agencies, as required by Applicable Laws. The Grantee will be liable for the payment of any fines and penalties that may be imposed as a result of the actions or omissions of the Grantee.

16.6 Grantee Response Plan. The Grantee shall comply with all Installation plans and regulations for responding to hazardous waste, fuel, and other chemical spills

16.7 Pesticide Management. Any pesticide use will require prior Government approval.

16.8 Compliance with Water Conservation Policy. The Grantee will comply with the Installation water conservation policy, as amended from time to time (to the extent that such policy exists and the Grantee receives copies thereof), from the Commencement Date through the Expiration Date.

16.9 Protection of Environment and Natural Resources. The Grantee will use all reasonable means available to protect environmental and natural resources, consistent with Applicable Laws and this Easement. Where damage nevertheless occurs, arising from the Grantee's activities, the Grantee shall be fully liable for any such damage.

16.10 Pesticides and Pesticide Related Chemicals in Soil. The Grantee acknowledges that the surface soil on the Easement Area may contain elevated levels of pesticides and pesticide-related chemicals applied in the normal course of maintaining the Easement Area. The Grantee shall manage all such soil on the Easement Area in accordance with the requirements of any Applicable Laws. The Government will not be responsible for the injury or death of any person affected by such soil conditions

17. ASBESTOS-CONTAINING MATERIALS (ACM) AND LEAD-BASED PAINT (LBP)

17.1 Asbestos-Containing Materials (ACM). The Grantee is hereby notified that the Easement Area may contain existing and former improvements, such as buildings, facilities, equipment, and pipelines, above and/or below the ground that may contain ACM. The Government is not responsible for any handling, removal or containment of asbestos or ACM, or to the extent consistent with applicable law, for any liability related thereto.

17.2 Lead-Based Paint (LBP). The Grantee is hereby notified that LBP materials may be present on exterior and interior surfaces of any facilities within the Easement Area or in the soil. The Grantee will be responsible at its sole cost and expense for the management, maintenance, removal and disposal of all LBP either located in or attributable to the Easement Area or any

improvements located thereon, necessary or required in connection with the use of the Easement Area. Removal and disposal of LBP must be carried out in compliance with all Applicable Laws

18. SAFETY, HAZARDOUS MATERIALS, AND WASTE MANAGEMENT

18.1 Compliance With Health and Safety Plan. The Grantee agrees to comply with the provisions of any health or safety plan in effect under the Installation Restoration Program (IRP) (to the extent the Grantee has received notice thereof), or any hazardous substance remediation or response agreement of the Government with environmental regulatory authorities (to the extent the Grantee receives notice thereof if the agreement is not of public record) during the course of any of the response or remedial actions described in Paragraph 20.3. Any inspection, survey, investigation, or other response or remedial action will, to the extent practicable, be coordinated with representatives designated by the Grantee. The Grantee and any assignees, licensees, or invitees shall have no claim on account of such entries against the United States or any officer, agent, employee, contractor, or subcontractor thereof, except to the extent permitted under federal law, including the Federal Tort Claims Act.

18.2 Occupational Safety and Health. The Grantee must comply with all Applicable Laws relating to occupational safety and health, the handling and storage of hazardous materials, and the proper generation, handling, accumulation, treatment, storage, disposal, and transportation of hazardous wastes.

19. HISTORIC PRESERVATION

19.1 Grantee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archaeological, architectural, or other cultural artifacts, relics, vestiges, remains, or objects of antiquity, as defined in the National Historic Preservation Act, 54 U.S.C. § 300101; Archaeological and Historic Preservation Act, 54 U.S.C. § 312501; Archaeological Resource Protection Act, 16 U.S.C. § 470aa; Antiquities Act, 54 U.S.C. § 320301; and Native American Graves Protection and Repatriation Act, 25 U.S.C. § 3001. In the event such items are discovered on the Easement Area, Grantee shall cease its activities at the site and immediately notify the Government and protect the site and the material from further disturbance until the Government gives clearance to proceed. Any costs resulting from this delay shall be the responsibility of Grantee.

20. INSTALLATION RESTORATION PROGRAM (IRP)

20.1 IRP Records. On or before the Commencement Date, the Government shall provide the Grantee access to Administrative Record and Information Repository applicable to the Easement Area, if any, and thereafter shall provide to the Grantee a copy of any amendments to or restatements of Administrative Record documents affecting the Easement Area. If the Installation has been listed on the National Priorities List (NPL) at the time this Easement is granted, or is listed subsequent to the granting of this Easement, the Government will provide the Grantee with a copy of any Federal Facility Agreement (FFA) that is entered into between the Government and the U.S. Environmental Protection Agency (USEPA), along with any amendments to the FFA when they become effective. Should any conflict arise between the

terms of the FFA as it may be amended and the provisions of this Easement, the terms of the FFA shall govern.

20.2 No Liability for Interference. The Grantee expressly acknowledges that it fully understands the potential for some or all of the IRP response actions to be undertaken with respect to the IRP may impact the Grantee's use of the Easement Area. The Grantee agrees that notwithstanding any other provision of this Easement, the Government shall have no liability to the Grantee should implementation of the IRP or other environmental cleanup requirements, whether imposed by law, regulatory agencies, or the Government or the Department of Defense, interfere with the Grantee's use of the Easement Area. The Grantee shall have no claim or cause of action against the United States, or any officer, agent, employee, contractor, or subcontractor thereof, on account of any such interference, whether due to entry, performance of remedial or removal investigations, or exercise of any right with respect to the IRP or under this Easement or otherwise.

20.3 Government Right of Entry. The Government and its officers, agents, employees, contractors, and subcontractors shall have the right, upon reasonable notice to the Grantee, to enter upon the Easement Area for the purposes enumerated in this Paragraph.

20.3.1 To conduct investigations and surveys, including, where necessary, drilling, soil and water samplings, testpitting, testing soil borings, and other activities related to the IRP;

20.3.2 To inspect field activities of the Government and its contractors and subcontractors in implementing the IRP;

20.3.3 To conduct any test or survey related to the implementation of the IRP or environmental conditions at the Easement Area or to verify any data submitted to the EPA or the State Environmental Office by the Government relating to such conditions; and

20.3.4 To construct, operate, maintain, or undertake any other response or remedial action as required or necessary under the IRP, including, but not limited to, monitoring wells, pumping wells, and treatment facilities. Any investigations and surveys, drilling, testpitting, test soil borings, and other activities undertaken pursuant to this Subparagraph 20.2.4 shall be conducted in a manner that is as inconspicuous as practicable. Any monitoring wells, pumping wells, and treatment facilities required pursuant to this Paragraph 20.2.4 shall be designed and installed to be as inconspicuous as practicable. The Government shall attempt to minimize any interference with the Grantee's quiet use and enjoyment of the Easement Area arising as the result of such wells and treatment facilities. The Government shall, subject to the availability of appropriations therefor, repair any damage caused by its exercise of the rights in this Paragraph.

20.4 ACCESS FOR RESTORATION

20.4.1 Nothing in this Easement shall be interpreted as interfering with or otherwise limiting the right of the DAF and its duly authorized officers, employees, contractors of any tier, agents, and invitees to enter upon the Premises for the purposes enumerated in Paragraph 20.3 and for such other purposes as are consistent with the provisions of an Federal Facility Agreement (FFA)

or required to implement the IRP conducted under the provisions of 10 U.S.C. §§ 2701-2705. The Grantee shall provide reasonable assistance to the DAF to ensure DAF's activities under this Paragraph 20.3 do not damage property of the Grantee on the Easement Area.

20.4.2 The United States Environmental Protection Agency (USEPA) and the state in which the Easement Area is located, including their subordinate political units, and their duly authorized officers, employees, contractors of any tier, and agents may, upon reasonable notice to the Grantee and with DAF's consent, enter upon the Premises for the purposes enumerated in Paragraph 20.3 and for such other purposes as are consistent with the provisions of an FFA. The Grantee shall provide reasonable assistance to USEPA and the State to ensure their activities under this Paragraph 20.3 do not damage property of the Grantee on the Easement Area.

21. ENVIRONMENTAL BASELINE SURVEY ENVIRONMENTAL CONDITION OF PROPERTY

21.1 An Environmental Baseline Survey ("EBS") for the Easement Area dated 25 March 2019 has been delivered to the Grantee and is attached as Exhibit D hereto. The EBS sets forth those environmental conditions and matters on and affecting the Easement Area on the Easement Commencement Date as determined from the records and analyses reflected therein. The EBS is not, and shall not constitute, a representation or warranty on the part of the Government regarding the environmental or physical condition of the Easement Area, and the Government shall have no liability in connection with the accuracy or completeness thereof. In this regard the Grantee acknowledges and agrees that the Grantee has relied, and shall rely, entirely on its own investigation of the Easement Area in determining whether to enter into this Easement. A separate EBS for the Easement Area shall be prepared by the Government, after the expiration or earlier termination of this Easement ("Final EBS"). Such Final EBS shall document the environmental conditions and matters on and affecting the Easement Area on the Expiration Date as determined from the records and analyses reflected therein. The Final EBS will be used by the Government to determine whether the Grantee has fulfilled its obligations to maintain and restore the Easement Area under this Easement including, without limitation, Paragraph 13 and Paragraph 16. A Visual Inspection was performed on 22 Apr 2021 and is attached as Exhibit E.

GENERAL PROVISIONS

22. GENERAL PROVISIONS

22.1 **Covenant Against Contingent Fees.** The Grantee warrants that it has not employed or retained any person or agency to solicit or secure this Easement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Government the right to annul this Easement without liability or in its discretion to recover from the Grantee the amount of such commission, percentage, brokerage, or contingent fee, in addition to the consideration herewith set forth. This warranty shall not apply to commissions payable by the Grantee on the Easement secured or made through bona fide established commercial agencies retained by the Grantee for the purpose of doing business. "Bona fide established commercial agencies" has been construed to include licensed real estate brokers engaged in the business generally.

22.2 Officials Not to Benefit. No Member of, or Delegate to the Congress, or resident commissioner, shall be admitted to any part or share of this Easement or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this Easement if made with a corporation for its general benefit.

22.3 Facility Nondiscrimination. As used only in this Condition, the term "Facility" means lodgings, stores, shops, restaurants, cafeterias, restrooms, and any other facility of a public nature in any building covered by, or built on land covered by, this Easement.

22.3.1 The Grantee agrees that it will not discriminate against any person because of race, color, religion, sex, or national origin in furnishing, or by refusing to furnish, to such person or persons the use of any Facility, including any and all services, privileges, accommodations, and activities provided on the Easement Area. This does not require the furnishing to the general public the use of any Facility customarily furnished by the Grantee solely for use by any assignees, licensees, or invitees or their guests and invitees.

22.3.2 The Parties agree that in the event of the Grantee's noncompliance, the Government may take appropriate action to enforce compliance, and may terminate this Easement for default and breach as provided in Paragraph 5, or may pursue such other remedies as may be provided by law.

22.4 Gratuities.

22.4.1 The Government may, by written notice to the Grantee, terminate this Easement if, after notice and hearing, the Secretary of the Air Force or a designee determines that the Grantee, or any agent or representative of the Grantee, offered or gave a gratuity (e.g., an entertainment or gift) to any officer, official, or employee of the Government and intended, by the gratuity, to obtain an easement or other agreement or favorable treatment under an easement or other agreement, except for gifts or benefits of nominal value offered to tenants of the Easement Area in the ordinary course of business.

22.4.2 The facts supporting this determination may be reviewed by any court having lawful jurisdiction.

22.4.3 If this Easement is terminated under Paragraph 22.4.1, the Government shall be entitled to pursue the same remedies against the Grantee as in a breach of this Easement by the Grantee, and in addition to any other damages provided by law, to exemplary damages of not fewer than three (3), or more than ten (10), times the cost incurred by the Grantee in giving gratuities to the person concerned, as determined by the Government.

22.4.4 The rights and remedies of the Government provided in this Paragraph shall not be exclusive, and are in addition to any other rights and remedies provided by law or under this Easement.

22.5 No Joint Venture. Nothing contained in this Easement will make, or shall be construed to make, the Parties' partners or joint venturers with each other, it being understood and agreed that the only relationship between the Government and the Grantee under this Easement is that of landlord and tenant. Nothing in this Easement will render, or be construed to render, either of the Parties liable to any third party for the debts or obligations of the other Party.

22.6 Records and Books of Account. The Grantee agrees that the Secretary of the Air Force, the Comptroller General of the United States, or the Auditor General of the United States DAF, or any of their duly authorized representatives, shall, until the expiration of three (3) years after the expiration or earlier termination of this Easement, have access to, and the right to examine, any directly pertinent books, documents, papers, and records of the Grantee involving transactions related to this Easement.

22.7 Remedies Cumulative; Failure of Government to Insist on Compliance. The specified remedies to which the Government may resort under the terms of this Easement are distinct, separate, and cumulative, and are not intended to be exclusive of any other remedies or means of redress to which the Government may be lawfully entitled in case of any breach or threatened breach by the Grantee of any provisions of this Easement. The failure of the Government to insist on any one or more instances upon strict performance of any of the terms, covenants, or conditions of this Easement shall not be construed as a waiver or a relinquishment of the Government's right to the future performance of any such terms, covenants, or conditions, but the obligations of the Grantee with respect to such future performance shall continue in full force and effect. No waiver by the Government of any provisions of this Easement shall be deemed to have been made unless expressed in writing and signed by an authorized representative of the Government.

22.8 Counterparts. This Easement may be executed in counterparts, each of which is deemed an original and together will be deemed one and the same agreement. Signatures delivered by facsimile or email, shall be deemed originals unless and until replaced by original signatures.

22.9 Personal Pronouns. All personal pronouns used in this Easement, whether used in the masculine, feminine, or neuter gender, will include all other genders.

22.10 Entire Agreement. It is expressly agreed that this written instrument, together with the provisions of other documents that are expressly incorporated by reference by the terms of this Easement, embodies the entire agreement between the Parties regarding the use of the Easement Area by the Grantee. In the event of any inconsistency between the terms of this Easement and of any provision that has been incorporated by reference, the terms of this Easement shall govern. There are no understandings or agreements, verbal or otherwise, between the Parties except as expressly set forth in this Easement.

22.11 Partial Invalidity. If any term or provision of this Easement, or the application of the term or provision to any person or circumstance, is, to any extent, invalid or unenforceable, the remainder of this Easement, or the application of the term or provision to persons or circumstances other than those for which the term or provision is held invalid or unenforceable,

will not be affected by the application, and each remaining term or provision of this Easement will be valid and will be enforced to the fullest extent permitted by law.

22.12 Interpretation of Easement. The Parties and their legal counsel have participated fully in the negotiation and drafting of this Easement. This Easement has been prepared by the Parties equally, and should be interpreted according to its terms. No inference shall be drawn that this Easement was prepared by, or is the product of, either Party.

22.13 Identification of Government Agencies, Statutes, Programs, and Forms. Any reference in this Easement, by name or number, to a government department, agency, statute, regulation, program, or form shall include any successor or similar department, agency, statute, regulation, program, or form.

22.14 Approvals. Any approval or consent of the Parties required for any matter under this Easement shall be in writing and shall not be unreasonably withheld, conditioned or denied unless otherwise indicated in this Easement.

22.15 Third-Party Beneficiaries. There shall be no third-party beneficiaries of this Easement and none of the provisions of this Easement shall be for the benefit of, or enforceable by, any creditors of the Grantee.

22.16 No Individual Liability of Government Officials. No covenant or agreement contained in this Easement shall be deemed to be the covenant or agreement of any individual officer, agent, employee, or representative of the Government, in his or her individual capacity, and none of such persons shall be subject to any personal liability or accountability by reason of the execution of this Easement, whether by virtue of any constitution, statute, or rule of law, or by the enforcement of any assessment or penalty, or otherwise.

22.17 Excusable Delays. The Government and Grantee shall be excused from performing an obligation or undertaking provided for in this Easement, and the period for the performance of any such obligation or undertaking shall be extended for a period equivalent to the period of such delay, so long as such performance is prevented or unavoidably delayed, retarded, or hindered by an act of God; fire; earthquake; flood; explosion; war; invasion; insurrection; riot; mob; violence; sabotage; act of terrorism; inability to procure or a general shortage of, labor, equipment, facilities, materials, or supplies in the open market; failure or unavailability of transportation, strike, lockout, action of labor unions; a taking by eminent domain, requisition, laws, orders of government, or of civil, military, or naval authorities (but only such orders of a general nature pertaining to the Easement Area and comparable properties in the state in which the Easement Area is located; governmental restrictions (including, without limitation, access restrictions imposed by the Government and arising without fault or negligence on the part of the Grantee that significantly hinder the Grantee's ability to access the Easement Area and perform its obligations under the Development Plan in a timely manner); required environmental remediation; or any other cause, whether similar or dissimilar to the foregoing, not within the reasonable control, and without the fault or negligence of, the Government or the Grantee, as the case may be, and/or any of their respective officers, agents, servants, employees, and/or any others who may be on the Easement Area at the invitation of the Grantee, or the invitation of any

of the aforementioned persons, specifically excluding, however, delays for adjustments of insurance and delays due to shortage or unavailability of funds (collectively, "Excusable Delays"). Nothing contained in this Paragraph 22.17 shall excuse the Grantee from the performance or satisfaction of an obligation under this Easement that is not prevented or delayed by the act or occurrence giving rise to an Excusable Delay.

23. SPECIAL PROVISIONS

Reserved

24. RIGHTS NOT IMPAIRED

24.1 Rights Not Impaired. Nothing contained in this Easement shall be construed to diminish, limit, or restrict any right, prerogative, or authority of the Government over the Easement Area relating to the security or mission of the Installation, the health, welfare, safety, or security of persons on the Installation, or the maintenance of good order and discipline on the Installation, as established in law, regulation, or military custom.

24.2 Installation Access. The Grantee acknowledges that it understands that the Installation is an operating military Installation that could remain closed to the public and accepts that the Grantee's operations may from time to time be restricted temporarily or permanently due to the needs of national defense. Access on the Installation may also be restricted due to inclement weather and natural disasters. The Grantee further acknowledges that the Government strictly enforces federal laws and DAF regulations concerning controlled substances (drugs) and that personnel, vehicles, supplies, and equipment entering the Installation are subject to search and seizure pursuant to Applicable Laws and regulations. The Government will use reasonable diligence in permitting the Grantee access to the Easement Area at all times, subject to the provisions of this paragraph. Notwithstanding the foregoing, the Grantee agrees the Government will not be responsible for lost time or costs incurred due to interference, delays in entry, temporary loss of access, barring of individual employees from the Installation under federal laws authorizing such actions, limitation, or withdrawal of an employee's on-base driving privileges, or any other security action that may cause employees to be late to, or unavailable at, their work stations, or delay arrival of parts and supplies. The Government retains the right to refuse access to the Easement Area by the Grantee's parties. The Grantee, its assignees, employees, and invitees fully agree to abide with all access restrictions imposed by the Government in the interest of national defense.

24.3 Permanent Removal and Barment. Notwithstanding anything contained in this Easement to the contrary, pursuant to Applicable Laws and regulations, the Government has the right at all times to order the permanent removal and barment of anyone from the Installation, including but not limited to assignees, if it believes, in its sole discretion, that the continued presence on the Installation of that person represents a threat to the security or mission of the Installation, poses a threat to the health, welfare, safety, or security of persons occupying the Installation, or compromises good order and/or discipline on the Installation.

24.4 No Diminishment of Rights. Except as provided in Paragraph 24.1, nothing in this Easement shall be construed to diminish, limit, or restrict any right of the Grantee under this Easement, or the rights of any assignees, licensees, or invitees as prescribed under their easements or Applicable Laws.

25. APPLICABLE LAWS

25.1 Compliance With Applicable Laws. The Grantee shall comply, at its sole cost and expense (except for matters for which the Government remains obligated hereunder pursuant to Paragraph 16), with all Applicable Laws including without limitation, those regarding construction, demolition, maintenance, operation, sanitation, licenses, or permits to do business, protection of the environment, pollution control and abatement, occupational safety and health, and all other related matters. The Grantee shall be responsible for determining whether it is subject to local building codes or building permit requirements, and for compliance with them to the extent they are applicable.

25.1.1 “Applicable Laws” means, collectively, all present and future laws, ordinances, rules, requirements, regulations, and orders of the United States, the State where the Easement Area is located and any other public or quasi-public federal, State, or local authority, and/or any department or agency thereof, having jurisdiction over the Project (“Project” means, collectively, the Easement Area and the Easement Area Improvements) and relating to the Project or imposing any duty upon the Grantee with respect to the use, occupation, or alteration of the Project during the Easement Term.

25.2 Permits, Licenses, and Approvals. The Grantee will be responsible for and obtain, at its sole expense, prior to the commencement of construction and demolition, and upon completion of the building of Easement Area improvements, any approvals, permits, or licenses that may be necessary to construct, occupy, and operate the Grantee improvements and Grantee equipment in compliance with all Applicable Laws.

25.3 No Waiver of Sovereign Immunity. Nothing in this Easement shall be construed to constitute a waiver of federal supremacy or federal sovereign immunity. Only laws and regulations applicable to the Easement Area under the Constitution and statutes of the United States are covered by this Paragraph. The United States presently exercises perpetual federal legislative jurisdiction over the Easement Area.

25.4 Grantee Responsibility for Compliance. Responsibility for compliance as specified in this Paragraph 25 rests exclusively with the Grantee. The Government assumes no enforcement or supervisory responsibility, except with respect to matters committed to its jurisdiction and authority. The Grantee shall be liable for all costs associated with compliance, defense of enforcement actions or suits, payment of fines, penalties, or other sanctions and remedial costs related to the Grantee’s use and occupation of the Easement Area.

25.5 Grantee Right to Contest. The Grantee shall have the right to contest by appropriate proceedings diligently conducted in good faith, without cost or expense to the Government, the validity or application of any law, ordinance, order, rule, regulation, or requirement of the nature

referred to in this Paragraph 25. The Government shall not be required to join in or assist the Grantee in any such proceedings.

24.6 Compliance with Executive Order (EO) No. 13658. The parties expressly stipulate this easement is subject to Executive Order 13658 and the regulations issued by the Secretary of Labor in 29 CFR Part 10 pursuant to the Executive Order. Thereby, “Appendix A of 29 CFR Part 10-Contract Clause” is incorporated by reference herein.

26. AVAILABILITY OF FUNDS

26.1 The obligations of any Party to this Easement or of any transferee of the Easement shall be subject to the availability of appropriated funds for any such obligation, unless such Party or transferee is a non-appropriated fund instrumentality of the United States. No appropriated funds are obligated by this Easement.

27. CONGRESSIONAL REPORTING

26.1 This Easement is not subject to 10 U.S.C. § 2662.

28. AMENDMENTS

28.1 This Easement may be amended at any time by mutual agreement of the Parties in writing and signed by a duly authorized representative of each of the respective Parties.

29. GENERAL INDEMNIFICATION BY GRANTEE

29.1 No Government Liability. Except as otherwise provided in this Easement, the Government shall not be responsible for damage to property or injuries or death to persons that may arise from, or be attributable or incident to, the condition or state or repair of the Easement Area, or the use and occupation of the Easement Area, or for damages to the property of the Grantee, or injuries or death of the Grantee’s officers, agents, servants, employees, or others who may be on the Easement Area at their invitation or the invitation of any one of them.

29.2 Grantee Liability. Except as otherwise provided in this Easement, the Grantee agrees to assume all risks of loss or damage to property and injury or death to persons by reason of, or incident to, the possession and/or use of the Easement Area by the Grantee, the Grantee’s officers, agents, servants, employees, or others (excluding those employees or agents of the Government who are on the Easement Area for the purpose of performing official duties) who may be on the Easement Area at their invitation or the invitation of any one of them (the “Grantee Parties”), or the activities conducted by or on behalf of the Grantee Parties under this Easement. The Grantee expressly waives all claims against the Government for any such loss, damage, bodily injury, or death caused by, or occurring as a consequence of, such possession and/or use of the Easement Area by the Grantee Parties, or the conduct of activities or the performance of responsibilities under this Easement. The Grantee further agrees, to the extent permitted by Applicable Laws, to indemnify, save, and hold harmless the Government, its officers, agents, and employees, from and against all suits, claims, demands or actions, liabilities,

judgments, costs, and attorneys' fees arising out of, claimed on account of, or in any manner predicated upon bodily injury, death, or property damage resulting from, related to, caused by, or arising out of the possession and/or use of any portion of the Easement Area, or any activities conducted or services furnished by or on behalf of the Grantee Parties in connection with, or pursuant, to this Easement, and all claims for damages against the Government arising out of, or related to, the Easement. The agreements of Grantee contained in this Paragraph 29.2 do not extend to claims caused by the gross negligence or willful misconduct of officers, agents, contractors, or employees of the United States without contributory fault on the part of any other person, firm, or corporation. The Government will give the Grantee notice of any claim against it covered by this indemnity as soon as practicable after learning of it.

30. ENTIRE AGREEMENT

30.1 It is expressly understood and agreed that this written instrument embodies the entire agreement between the Parties regarding the use of the Easement Area by the Grantee, and there are no understandings or agreements, verbal or otherwise, between the Parties except as expressly set forth in this Easement.

31. CONDITION AND PARAGRAPH HEADINGS

31.1 The brief headings or titles preceding each Paragraph are merely for purposes of identification, convenience, and ease of reference, and will be completely disregarded in the construction and interpretation of this Easement.

32. STATUTORY AND REGULATORY REFERENCES

32.1 Any reference to a statute or regulation in this Easement shall be interpreted as being a reference to the statute or regulation as it has been or may be amended from time to time.

33. PRIOR AGREEMENT

33.1 This Easement supersedes all prior agreements, if any, to the Grantee for the Easement Area, but does not terminate any obligations of the Grantee under such prior Easements that may by their terms survive the termination or expiration of those Easements, except to the extent such obligations are inconsistent with this Easement. In the event that any prior license or other agreement between the Parties, or their predecessors in interest, for the use and occupancy of the Easement Area has expired prior to the execution of this Easement, the Parties acknowledge that the Grantee, either directly or through its predecessors in interest, has had continuous use and occupancy of the Easement Area pursuant to the prior agreement since the expiration of the prior agreement.

34. EXHIBITS

Four (4) exhibits are attached to and made a part of this Grant, as follows:

Exhibit A - Description of Premises

- Exhibit B - Map of Premises
- Exhibit C - Physical Condition Report
- Exhibit D – Environmental Baseline Survey

IN WITNESS WHEREOF, I have hereunto set my hand at the direction of the Secretary of the Air Force, the _____ day of _____, 20_____.

THE UNITED STATES OF AMERICA
by its Secretary of the Air Force

By: _____
DAVID K. WALTERSCHEID, GS-15, DAF
Chief, Real Property Management Division
Installation Directorate

State of _____

SS

County of _____

This document was acknowledged before me, the undersigned Notary Public, by _____ on this the _____ day of _____, 20__

Notary Public, State of _____

ACCEPTANCE

The Grantee hereby accepts this grant of Easement and agrees to be bound by its terms.

DATED: _____ day of _____, 20_____.

GRANTEE: Lowndes County

By: _____
BILL SLAUGHTER
Chairman, Board of Commissioner
Lowdes County

Attest:

Belinda C. Lovern
County Clerk

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: Approval of Lease Amendment Number Three to Bellsouth
Telecommunications, LLC

DATE OF MEETING: August 24, 2021

Work Session/Regular Session

BUDGET IMPACT: \$2,520.00

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: Approval of Lease Amendment Number Three to Bellsouth
Telecommunications, LLC

HISTORY, FACTS AND ISSUES: The item is for Amendment Number Three to the original lease dated November 5, 1981 in order for Bellsouth to place a 7 foot 6 inch by 10 foot 6 inch building including roof overhang in the southeast corner of Lowndes County property for the purpose of housing electronic equipment, installing and maintaining underground duct, manholes and telephone cables, parking, ingress and egress on the property located at Georgia State Highway 135 and the CSX Railroad right-of- way in Land Lot 377 - 11th Land District, Lowndes County, Georgia which is the property where the Naylor Fire Station is located. The term of lease shall be extended five additional years commencing November 1, 2021 and expiring October 31, 2026. The annual rent will be \$2,520.00.

OPTIONS: 1. Approve Lease Amendment Number Three as presented and approve the Chairman to sign Lease Amendment Number Three
2. Board's Pleasure

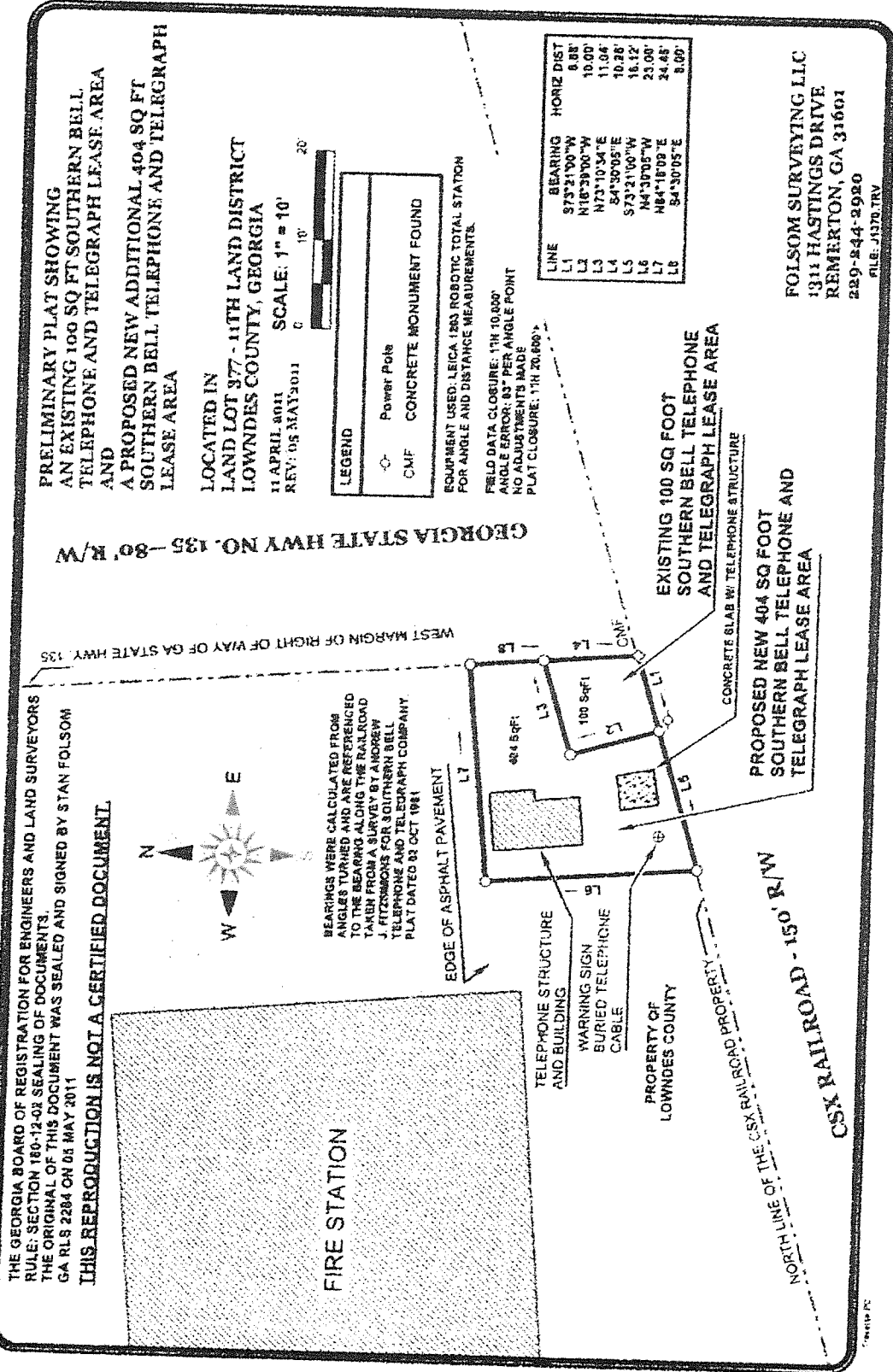
RECOMMENDED ACTION: Approve

DEPARTMENT: Engineering

DEPARTMENT HEAD: Chad McLeod

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

EXHIBIT "A"



FOLSOM SURVEYING LLC
 1311 HASTINGS DRIVE
 REMERTON, GA 31601
 229-844-2920
 FILE: J1370.TRV

Prepared by and after recording
Return to: SDT Solutions, LLC
P.O. Box 554
Brookhaven, MS 39602

AMENDMENT NUMBER THREE

NAYLOR, GA

STATE ROUTE 135-GLCR2923

This "**AMENDMENT NUMBER THREE**" (the "Third Amendment") is entered into on the ____ day of _____, 2021, by and between **LOWNDES COUNTY, GEORGIA**, a political subdivision, successor to the Town of Naylor, Georgia, which has been formally dissolved, whose address is Lowndes County Board of Commissioners, Post Office Box 1349, Valdosta, GA 31603-1349 (hereinafter the "Lessor") and **BELLSOUTH TELECOMMUNICATIONS, LLC**, a Georgia Limited Liability Company, d/b/a AT&T Georgia, successor of BellSouth Telecommunications, Inc. (hereinafter the "Lessee").

WITNESSETH:

WHEREAS, Lessor and Lessee entered into that certain Lease Agreement dated November 5, 1981 (the "Original Lease") in order for Lessee to place a 7 foot 6 inch by 10 foot 6 inch building including roof overhang in the southeast corner of Lessor's property for the purpose of housing electronic equipment, installing and maintaining underground duct, manholes and telephone cables, parking, ingress and egress on Lessor's property located at Georgia State Highway 135 and the CSX Railroad right-of-way in Land Lot 377 - 11th Land District, Lowndes County, Georgia (the "Premises"), more particularly described in said Original Lease. The Original Lease was amended by that certain Amendment Number One dated December 16, 2011 (the "First Amendment") which extended the term of the Original Lease for an additional five (5) years commencing on November 1, 2011 and expiring October 31, 2016 (the "First Extended Term") ; and,

WHEREAS, Lessor and Lessee entered into that certain Amendment Number Two dated October 26, 2016 (the "Second Amendment") which extended the Term of the Lease, as defined herein below, an additional five (5) years commencing November 1, 2016 and expiring October 31, 2021 (the "Second Extended Term"); and,

WHEREAS, the Original Lease, First Amendment and Second Amendment are collectively referred to herein as the "Lease"; and,

WHEREAS, Lessor and Lessee desire to amend the Lease in the manner and on the terms herein set forth.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lessor and Lessee hereby agree that the Lease shall be and is hereby amended as follows:

1. Term of Lease: The term of the Lease shall be extended for an additional five (5) years commencing November 1, 2021 and expiring October 31, 2026 (the "Third Extended Term").

3. Rent Amount: The annual rent for the Third Extended Term shall be Two Thousand Five Hundred Twenty and 00/100 (\$2,520.00) Dollars, payable on or before November 1, 2021 and on each November 1st thereafter during the Third Extended Term.

4. Notices and Rent Payments: All rent payments to Lessor shall be sent to the Lessor's address below. Any notice by either party to the other shall be in writing and shall be delivered by registered or certified mail, postage paid, return receipt requested or by overnight delivery service to the following:

LESSEE:

BellSouth Telecommunications, LLC
One AT&T Way, Room 1B201
Bedminster, NJ 07921
Attn: Lease Administration Fax: (908) 532 – 1310

And to:

BellSouth Telecommunications, LLC
Whitacre Tower
208 S. Akard, Room 3137
Dallas, TX 75202
Attn: Stephen Jones, AVP and Senior Legal Counsel

LESSOR:

Lowndes County, Georgia
P.O. Box 1349
Valdosta, GA 31603-1349
Tel. 912-333-5116
Attn: County Commissioners

5. Renewal Options: Lessee shall have the option to extend the term of this Lease on the same terms and conditions and at a rate to be agreed upon by the parties for an additional five (5) year period commencing November 1, 2026 and expiring on October 31, 2031, the ("Fourth Extended Term") and an additional five (5) year period commencing November 1, 2031 and expiring October 31, 2036. Lessee shall exercise its options to so extend the Lease by giving Lessor written notice thereof at least ninety (90) days prior to the expiration of the Third Extended Term and Fourth Extended Terms, respectively.

If, prior to the expiration of the Third Extended Term or the Fourth Extended Term Lessee fails to exercise the extension options in the time set forth above, and provided that neither Lessor or Lessee has given the other written notice of its desire that the term of this Lease terminate, then this Lease shall continue in

force upon the same covenants, terms and conditions on a month-to-month basis until terminated by either party giving to the other party written notice of its intention to so terminate at least one (1) month prior to the end of any such month-to-month term. Monthly rent during such month-to-month term shall be equal to one-twelfth (1/12) of the annual rent paid for the last year of the preceding extended term.

All capitalized terms herein which are not defined herein will have the same definitions given such terms in the Lease. In all other respects, the terms and provisions of the Lease which are not expressly modified by this Third Amendment shall remain in full force and effect, and Lessor and Lessee hereby ratify and confirm the Lease as herein amended. To the extent the terms of this Third Amendment are inconsistent with the terms of the Lease, the terms of this Third Amendment shall control. The Lease, as amended, may not be altered, waived, amended or extended, except by an instrument in writing executed by both parties.

IN WITNESS WHEREOF the parties have caused this Third Amendment to be executed by their duly authorized representatives as of the date first above written.

Signed in the Presence of:

**LESSOR:
Lowndes County Georgia**

By: _____

Print: _____

Title: _____

Date: _____

Print: _____

Signed in the Presence of:

**LESSEE:
BELLSOUTH TELECOMMUNICATIONS, LLC**

By: _____

Print: _____

Title: _____

Date: _____

Print: _____

**STATE OF GEORGIA
COUNTY OF LOWNDES**

The foregoing instrument was acknowledged before me this _____ of _____ 2021, _____, whose title is _____ of Lowndes County, Georgia, a political subdivision, on behalf of the County. He/she is personally known to me and did not take an oath.

Notary Public

By: _____

My Commission Expires: _____

(SEAL)

**STATE OF GEORGIA
COUNTY OF _____**

The foregoing instrument was acknowledged before me this _____ of _____ 2021, _____, whose title is _____ of BELLSOUTH TELECOMMUNICATIONS, LLC, A Georgia a limited liability company, on behalf of the Company. He/she is personally known to me and did not take an oath.

Notary Public

By: _____

My Commission Expires: _____

(SEAL)

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: Adopt Resolution Accepting Infrastructure for Val Del Estates
Subdivision Phase I

DATE OF MEETING: August 24, 2021

Work Session/Regular Session

BUDGET IMPACT: N/A

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: Adopt Resolution Accepting Infrastructure for Val Del Estates Subdivision
Phase I

HISTORY, FACTS AND ISSUES: Val Del Estates Subdivision Phase I is located on Val Del Road. Engineering staff has made the final inspection of the construction of Phase I, and the work is substantially complete. A punch list of items to be addressed has been provided to the contractor and the final paperwork is in process. The final plat will not be signed for recording until all punch list items have been addressed and all paperwork is received.

OPTIONS: 1. Adopt the Resolution
2. Board's Pleasure

RECOMMENDED ACTION: Adopt

DEPARTMENT: Engineering

DEPARTMENT HEAD: Chad McLeod

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

RESOLUTION

WHEREAS, the developer, Gary Weaver has completed improvements on Val Del Estates Phase I; and

WHEREAS, Gary Weaver has provided the necessary maintenance bond and certification that the improvements were built according to plans and specifications;

WHEREAS, the engineering division has inspected the improvements;

WHEREAS, Gary Weaver has provided a written request for Lowndes County to accept the residential streets in Val Del Estates Phase I as County maintained streets;

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

ATTEST: _____
County Clerk

DATE: _____

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

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: Adding Dispatch Consoles 11 and 12 for the 911 Center

DATE OF MEETING: August 24, 2021

Work Session

BUDGET IMPACT: \$ 155,697.00

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: Approve and move forward with a purchase order to Motorola.

HISTORY, FACTS AND ISSUES: The installation of consoles 11 and 12 will complete the last two dispatch positions that we currently have in dispatch at the 911 center. Positions 11 and 12 currently have CAD and phone capabilities. With the approval of the radio, they will be fully functional dispatch positions.

OPTIONS: 1. Approve
2. Board's Pleasure

RECOMMENDED ACTION: Approve

DEPARTMENT: E911

DEPARTMENT HEAD: Danny Weeks

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

August 13, 2021

Lowndes County 911
Attn: Director Danny Weeks
1515 Madison Road
Valdosta, Georgia 31601

Your Motorola account team has worked hard in the past few weeks to meet your need for pricing information on a "console add-on". Motorola is providing this quote to the Board of Commission (Lowndes County 911 Department) for two (2) additional MCC7500 dispatch positions.

This design represents Motorola's best effort based upon information provided by the Lowndes County 911. Motorola has not performed a site walk of your sites and is therefore making several assumptions. If the assumptions are proven to be incorrect, it will affect the design of the system expansion and, thereby, the overall cost.

The total price for the system as configured to your needs and deployment requirements as we understand them at this point is \$155,697.00 including freight. This pricing is valid for 45 days. To give you a working understanding of what this pricing represents, a high-level list of included system components is provided below, along with key design and responsibility assumptions.

Professional Integration Services

To ensure a smooth installation and deployment, this quote includes estimates for the following services:

- System and implementation engineering
- Project management for system installation and optimization
- Field engineering support for system installation and optimization

Motorola System Support

Motorola's standard warranty covers on-site response during normal business hours and provides for the repair or replacement of defective hardware components.

System Equipment List

ITEM	QTY	MODEL	DESCRIPTION	
1	a	2	B1933	MOTOROLA VOICE PROCESSOR MODULE
	b	2	CA00245AA	ADD: ADP ALGORITHM
	c	2	CA01642AA	ADD: MCC 7500 BASIC CONSOLE FUNCT SOFTWARE LIC
	d	2	CA01643AA	ADD: MCC 7500 / MCC 7100 TRUNKING OPERATION
	e	2	CA01644AA	ADD: MCC7500 /MCC7100 ADV CONVL OPERATION
	f	2	CA01645AA	ADD: MCC 7500 /MCC7100 IED OPERATION
	g	2	CA00147AF	ADD: MCC 7500 SECURE OPERATION
	h	2	CA00140AA	ADD: AC LINE CORD, NORTH AMERICAN
2	a	2	B1905A	MCC 7500 ASTRO 25 SOFTWARE
	b	2	CA00899AA	ADD: MCC7500 DISPATCH CONSOLE SOFTWARE RFRSH
3		2	T7449A	WINDOWS SUPPLEMENTAL TRANS CONFIG
4		2	TT3492A	Z2 G4 MINI WORKSTATION NON RETURNABLE
5		2	TT885A	MCAFFEE WINDOWS AV CLIENT
6		2	DSUSB31000S	STARTECH USB 3.0 TO GIGABIT ETHERNET ADAPTER
7		2	DSF2B56AA	USB EXTERNAL DVD DRIVE
8		2	DSST7300U3M	STARTECH 7 PORT USB 3.0 HUB
9		2	DSY7B61AA	HP Z2 MINI ARM WALL VESA MOUNT
10		2	DSICUSBAUDIO7D	STARTECH 7.1 USB AUDIO ADAPTER SOUND CARD
11		2	TDN9841	MOUSE PADS 5 PACK
12		4	B1912	MCC SERIES DESKTOP SPEAKER
13		4	B1913	MCC SERIES HEADSET JACK
14		4	B1914	MCC SERIES DESKTOP GOOSENECK MICROPHONE
15		4	RMN5150A	OVER-THE-HEAD, MONAURAL, NOISE-CANCELING HEADSET
16		2	DSTWIN6328A	PROVIDES ONE DUAL PEDAL FOOTSWITCH
17		2	DDN2722	DUAL IRR SW USB HASP WITH LICENSE (V51)
18		2	DDN9649	INSTANT RECALL RECORDER CABLE FOR MCC 7500
19		4	RLN6099A	HDST MODULE BASE W/PTT, 25 FT CBL
20		2	DSRMP615A	SPD, TYPE 3, 120V RACK MOUNT, 15A P
21		1	MISC INST PARTS	MISCELLANEOUS INSTALLATION PARTS

Assumptions

Motorola has made several assumptions in preparing this quote, which are noted below. We will need to verify all assumptions or seek alternate solutions in the case of invalid assumptions.

- Lowndes County 911 will provide approved local, state, or Federal permits (e.g., building permits, electrical permits, and environmental permits) and licensed engineering drawings as may be required for the installation and operation of the proposed equipment.
- All existing sites or equipment locations will have sufficient space available for the system described.
- All existing sites or equipment locations will have adequate electrical/generator power and circuits, surge suppression, and site grounding to support the requirements of the system described.
- Lowndes County 911 will provide environmentally controlled equipment areas.
- Lowndes County 911 will make any necessary site improvements to meet R56 standards.
- Any site/equipment-location upgrades or modifications will be the responsibility of Lowndes County 911.
- Site connectivity will be the responsibility of the Lowndes County 911.

- Any required system interconnections not specifically outlined here will be provided by Lowndes County 911. (These may include dedicated phone circuits or microwave links.)
- Lowndes County 911 will provide a dedicated delivery point, such as a warehouse, for receipt, inventory, and storage of equipment prior to delivery to the sites.
- Removal, relocation, and disposal of obsolete communications equipment will be the responsibility of Lowndes County 911.
- Furniture for the equipment will be provided by the Lowndes County 911.
- All necessary networking devices and services will be provided by the Lowndes County 911
- Sufficient accommodations for cabling the new equipment (i.e. cable trays, conduits, raceways, terminations) will be provided by the Lowndes County 911.
- Dell Monitors will be provided in this proposal to match existing monitors at the 911 center.

We look forward to taking the next step in providing this exciting solution to Lowndes County 911. Should any questions arise regarding the information we have provided here, please don't hesitate to contact your Motorola Account Manager, Glenn Hendry, at 706-570-3693 or your Motorola Representative Glyn McCrary at 229-292-3544.

Sincerely,

Motorola Solutions, Inc.

Philip Langrebe
Area Sales Manager- Georgia

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: Alapaha Plantation Proposed Consent Order for Water

DATE OF MEETING: August 24, 2021

Work Session/Regular Session

BUDGET IMPACT: NA

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: Alapaha Plantation Proposed Consent Order for Water

HISTORY, FACTS AND ISSUES: Trihalomethanes and haloacetic acids continue to be a problem at Lake Alapaha, due to naturally occurring organics in the aquifer. After several meetings and discussions with staff, Lovell Engineering, and the EPD district office out of Albany, nano-filtration was deemed to be the best option to remove the organics and meet the permit requirements. As part of the process, EPD has issued a proposed consent order for the nano-filtration pilot study. Staff recommends approval and to authorize the Chairman to sign the proposed consent order.

OPTIONS: 1. Approve
2. Board's Pleasure

RECOMMENDED ACTION: Approve

DEPARTMENT: Utilities

DEPARTMENT HEAD: Steve Stalvey

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:



ENVIRONMENTAL PROTECTION DIVISION

Richard E. Dunn, Director

Watershed Protection Branch
2 Martin Luther King, Jr. Drive
Suite 1152, East Tower
Atlanta, Georgia 30334
404-463-1511

Jun 28, 2021

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

**RE: PROPOSED CONSENT ORDER/NOTICE OF VIOLATION
Stage 2 Disinfectants and Disinfection Byproducts Rule (2 DBPR)
Total Haloacetic Acids (HAA5) MCL Violation (Type – 02)
Total Trihalomethanes (TTHM) MCL Violation (Type – 02)**

Water System Name: Lowndes CO. -Alapaha Plantation S/D, County: Lowndes
WSID#: GA1850274 / Violation ID: 2020-11498, 2020-11499, 2020-11500, 2020-11501, 2021-11502, 2021-11503, 2021-11504, 2021-11505, 2021-11506, 2021-11507, 2021-11508, 2021-11509, 2021-11510, 2021-11511, 2021-11512, 2021-11513

Dear Mr. Slaughter:

This letter serves as a Notice of Violation (NOV) of the Georgia Rules for Safe Drinking Water (Rules), Section 391-3-5-.18(7)(a) and Title 40 Code of Federal Regulations (CFR) §141.64(b) for the Lowndes Co. -Alapaha Plantation S/D Water System in Lowndes County, a Community Water System. During a review of sample analysis results, the Georgia Environmental Protection Division (GA EPD) has determined that the Water System exceeded the maximum contaminant level (MCL) for Total Haloacetic Acids (HAA5) and Total Trihalomethanes (TTHM) at sampling points 501 and 502.

GA EPD issued a NOV on 06/22/2020 to the Water System requesting a Corrective Action Plan (CAP) for exceeding the MCL for HAA5 and TTHM during the third quarter of 2019 (07/01/2019 to 09/30/2019), fourth quarter of 2019 (10/01/2019 to 12/31/2019), and the first quarter of 2020 (01/01/2020 to 03/31/2020). GA EPD received a copy of the System's CAP on 07/23/2020. Since then, the System has exceeded the MCL for HAA5 and TTHM during the second quarter of 2020 (04/01/2020 to 06/30/2020), third quarter of 2020 (07/01/2020 to 09/30/2020), fourth quarter of 2020 (10/01/2020 to 12/31/2020), and first quarter of 2021 (01/01/2021 to 03/31/2021) at sampling points 501 and 502.

GA EPD issued a Notice of Concern (NOC) requesting a Public Notice on 07/21/2020 and 10/26/2020 to the Water System for exceeding the MCL for HAA5 and TTHM during the second quarter of 2020 and third quarter of 2020, respectively. GA EPD has received the Certification of Public Notice for these violations. A NOC requesting a Public Notice was sent to the System on 01/15/2021 for exceeding the MCL for HAA5 and TTHM during the fourth quarter of 2020. GA EPD received the Certification of Public Notice on 02/19/2021. GA EPD received an updated

Mr. Bill Slaughter, Chairman
Lowndes Co. Alapaha Plantation S/D
WSID # GA1850274

Page | 2

CAP on 04/27/2021. A NOC requesting a Public Notice was sent to the System on 05/12/2021 for exceeding the MCL for TTHM and HAA5 during the first quarter of 2021.

GA EPD is proposing the enclosed proposed Consent Order to offer an amicable disposition of these violations and to establish a timeframe within which the Water System must return to compliance. If you agree with the terms and conditions of the Order, please sign and date only in the respondent area on page 7 of the Order and return the Order to the address below **within thirty (30) days** of receipt.

Environmental Protection Division
Drinking Water Compliance Unit
ATTN: Leslie Lundeen
2 Martin Luther King Jr. Drive, Suite 1152 East Floyd Tower
Atlanta, GA 30334

Thank you for your attention in this matter. If you have any questions or concerns with regards to this Order, please contact Leslie Lundeen of our Drinking Water Compliance Program at (470) 607-2453 or via e-mail at Leslie.Lundeen@dnr.ga.gov.

Sincerely,



Richard E. Dunn
Director
Environmental Protection Division

cc: James Rosenbaum, Operator
GA EPD Southwest District
Drinking Water Compliance file

**STATE OF GEORGIA
DEPARTMENT OF NATURAL RESOURCES
ENVIRONMENTAL PROTECTION DIVISION**

IN RE: Lowndes Co. -Alapaha Plantation S/D
GA1850274
327 North Ashely Street
3rd Floor
Valdosta, GA 31601
Bill Slaughter, Chairman

ORDER NO. EPD-WP-9091

CONSENT ORDER

Authority

WHEREAS, Lowndes County Board of Commissioners (hereinafter referred to as the "Respondent") owns, manages, operates and/or maintains the Lowndes Co. Alapaha Plantation S/D Water System, WSID Number GA1850274 (hereinafter referred to as the "System") located in Lowndes County, Georgia; and

WHEREAS, under the Georgia Safe Drinking Water Act of 1977, as amended, O.C.G.A. § 12-5-170 et. seq. (hereinafter referred to as the "Act"), the General Assembly of Georgia designated the Environmental Protection Division of the Department of Natural Resources (hereinafter referred to as the "Division") to administer the provisions of the Act; and

WHEREAS, O.C.G.A. § 12-5-176 assigns the power and responsibility to the Director of the Division (hereinafter referred to as the "Director") to issue permits covering the operation of public water systems, stipulating in each permit the conditions under which such permit was issued, and to issue orders as may be necessary to enforce compliance with the provisions of this Act and all rules and regulations promulgated thereunder; and

WHEREAS, Rules for Safe Drinking Water, Subject 391-3-5 (hereinafter referred to as the "Rules"), were established as required under O.C.G.A. §12-5-174 and became effective on July 26, 1977, and were amended in subsequent years; and

WHEREAS, Rule 391-3-5-.18(7)(a) of the Rules sets the Maximum Contaminant Level for Total Haloacetic Acids (HAA5) as 0.060 milligrams per liter (mg/L); and

WHEREAS, Rule 391-3-5-.18(7)(a) of the Rules sets the Maximum Contaminant Level for Total Trihalomethanes (TTHM) as 0.080 milligrams per liter (mg/L); and

Civil Penalties

WHEREAS, O.C.G.A. § 12-5-192 provides that for any public water system serving fewer than 10,000 individuals, any person violating any provision of the Act or any permit condition or limitation established pursuant to the Act or, negligently or intentionally, failing or refusing to comply with any final order of the Director shall be liable for a civil penalty not to exceed \$1,000.00 for the first day of each violation and a subsequent additional civil penalty not to exceed \$500.00 per violation per day; and

Background

WHEREAS, a Permit to Operate a Public Water System, Number CG1850274 has been issued to the Respondent for the Water System in accordance with the provisions of the Act and Rules; and

WHEREAS, the System is a community water system as defined in Rule 391-3-5-.02 (19) of the Rules; and

WHEREAS, the System was sent a Notice of Concern: Public Notice Requested on April 9, 2020 referencing Total Haloacetic Acids (HAA5) and Total Trihalomethanes (TTHM) Maximum Contaminant Level (MCL) exceedances for the third quarter of 2019, fourth quarter of 2019 and first quarter of 2020 (Attachment A); and

WHEREAS, the Division received the Certification of Public Notice referencing HAA5 and TTHM MCL exceedances for the third quarter of 2019, fourth quarter of 2019 and first quarter of 2020 on May 6, 2020; and

WHEREAS, the System was sent a Notice of Violation (NOV) on June 22, 2020 referencing HAA5 and TTHM MCL exceedances for the third quarter of 2019 through the first quarter of 2020 (Attachment A); and

WHEREAS, this NOV requested the System submit a corrective action plan (CAP) to resolve the violations and prevent any reoccurrences; and

WHEREAS, the Division received a CAP from the System with regards to the NOV on July 23, 2020; and

WHEREAS, the System was sent a Notice of Concern: Public Notice Requested on July 21, 2020 referencing HAA5 and TTHM MCL exceedances for the second quarter of 2020 (Attachment A); and

WHEREAS, the Division received the Certification of Public Notice referencing HAA5 and TTHM MCL exceedances for the second quarter of 2020 on August 21, 2020; and

WHEREAS, the System was sent a Notice of Concern: Public Notice Requested on October 26, 2020 referencing HAA5 and TTHM MCL exceedances for the third quarter of 2020 (Attachment A); and

WHEREAS, the Division received the Certification of Public Notice referencing HAA5 and TTHM MCL exceedances for the third quarter of 2020 on December 7, 2020; and

WHEREAS, the System was sent a Notice of Concern: Public Notice Requested on January 15, 2021 referencing HAA5 and TTHM MCL exceedances for the fourth quarter of 2020 (Attachment A); and

WHEREAS, the Division received the Certification of Public Notice referencing HAA5 and TTHM MCL exceedances for the fourth quarter of 2020 on February 19, 2021; and

WHEREAS, the District met with the System and requested an updated corrective plan; and

WHEREAS, the Division received an updated corrective action plan on April 27, 2021; and

WHEREAS, the Division approved the corrective action plan dated April 27, 2021 on April 28, 2021; and

WHEREAS, the System was sent a Notice of Concern: Public Notice Requested on May 12, 2021 referencing HAA5 and TTHM MCL exceedances for the first quarter of 2021 (Attachment A); and

Alleged Violations

WHEREAS, the System has exceeded the Maximum Contaminant Level for HAA5 during the third quarter of 2019 at sampling points 501 and 502 (Attachment A), in violation of Rule 391-3-5-.18(7)(a); and

WHEREAS, the System has exceeded the Maximum Contaminant Level for HAA5 during the fourth quarter of 2019 at sampling points 501 and 502 (Attachment A), in violation of Rule 391-3-5-.18(7)(a); and

WHEREAS, the System has exceeded the Maximum Contaminant Level for HAA5 during the first quarter of 2020 at sampling points 501 and 502 (Attachment A), in violation of Rule 391-3-5-.18(7)(a); and

WHEREAS, the System has exceeded the Maximum Contaminant Level for HAA5 during the second quarter of 2020 at sampling points 501 and 502 (Attachment A), in violation of Rule 391-3-5-.18(7)(a); and

WHEREAS, the System has exceeded the Maximum Contaminant Level for HAA5 during the third quarter of 2020 at sampling points 501 and 502 (Attachment A), in violation of Rule 391-3-5-.18(7)(a); and

WHEREAS, the System has exceeded the Maximum Contaminant Level for HAA5 during the fourth quarter of 2020 at sampling points 501 and 502 (Attachment A), in violation of Rule 391-3-5-.18(7)(a); and

WHEREAS, the System has exceeded the Maximum Contaminant Level for HAA5 during the first quarter of 2021 at sampling points 501 and 502 (Attachment A), in violation of Rule 391-3-5-.18(7)(a); and

WHEREAS, the System has exceeded the Maximum Contaminant Level for TTHM during the third quarter of 2019 at sampling point 502 (Attachment A), in violation of Rule 391-3-5-.18(7)(a); and

WHEREAS, the System has exceeded the Maximum Contaminant Level for TTHM during the fourth quarter of 2019 at sampling points 501 and 502 (Attachment A), in violation of Rule 391-3-5-.18(7)(a); and

WHEREAS, the System has exceeded the Maximum Contaminant Level for TTHM during the first quarter of 2020 at sampling points 501 and 502 (Attachment A), in violation of Rule 391-3-5-.18(7)(a); and

WHEREAS, the System has exceeded the Maximum Contaminant Level for TTHM during the second quarter of 2020 at sampling points 501 and 502 (Attachment A), in violation of Rule 391-3-5-.18(7)(a); and

WHEREAS, the System has exceeded the Maximum Contaminant Level for TTHM during the third quarter of 2020 at sampling points 501 and 502 (Attachment A), in violation of Rule 391-3-5-.18(7)(a); and

WHEREAS, the System has exceeded the Maximum Contaminant Level for TTHM during the fourth quarter of 2020 at sampling points 501 and 502 (Attachment A), in violation of Rule 391-3-5-.18(7)(a); and

WHEREAS, the System has exceeded the Maximum Contaminant Level for TTHM during the first quarter of 2021 at sampling points 501 and 502 (Attachment A), in violation of Rule 391-3-5-.18(7)(a); and

Conditions

WHEREAS, the Director has determined that an amicable disposition of the alleged violations set forth herein is in the best interest of the citizens of the State of Georgia.

NOW THEREFORE, before the taking of any testimony and without adjudicating the merits of the parties' positions, the parties hereby resolve the allegations in this matter upon order of the Director and consent of Respondent as follows:

1. Within forty-five (45) days following execution of the Consent Order by the Division, the Respondent must complete the technical specifications and development plan for the pilot study of the nanofiltration system. Technical specifications for the pilot study must be submitted to the EPD Southwest District Office for review and approval prior to installation.
2. Upon approval from EPD, the Respondent shall complete the nanofiltration pilot study within twelve (12) months.
3. Within sixty (60) days from the completion of the nanofiltration pilot study, full-scale plans and specifications must be submitted to the EPD Southwest District Office for review and approval prior to completing the installation.
4. Upon plan approval from EPD, the Respondent shall complete construction of the new treatment plan within twelve (12) months.
5. The Respondent shall continue the quarterly sampling of Disinfection Byproducts and shall continue to publish Public Notices and submit Public Notification Certifications for as long as these violations occur.

Deadlines

Time is of the essence in this Consent Order. Compliance with any deadline that falls on a Saturday, Sunday or state-recognized holiday shall be by the next business day.

Addresses

All notices, correspondence, etc., from the Director and EPD to Respondent relating to this Consent Order shall be sent to:

Bill Slaughter, Chairman
327 North Ashely Street
3rd Floor
Valdosta, GA 31601
commissioner@lowndescounty.com

Respondent shall submit address changes to EPD in written notice sent by certified mail; such notice shall include this Order number.

All correspondence from Respondent to EPD relating to this Consent Order shall be sent to:

Georgia Environmental Protection Division
Floyd Towers East, Suite 1152
2 Martin Luther King, Jr. Dr., SE
Atlanta, GA 30334
ATTN: Drinking Water Compliance Unit Manager

Public Notice

This Consent Order may be subject to public notice and comment.

Required Submissions

Upon the submission of any reports, plans, schedules or other information required by any Condition(s) of this Consent Order, EPD shall review the submission to determine its completeness. If EPD determines that the submission is complete, EPD shall notify Respondent in writing that the submission is approved.

If EPD determines that the submission is incomplete, it shall provide Respondent with written notice of the deficiencies. Respondent shall have 15 days from issuance of EPD's notice of deficiency to submit a corrected submission.

All submissions required by this Consent Order are, upon approval by EPD, incorporated by reference into, and made part of, this Consent Order. Any noncompliance with an approved submission shall be deemed noncompliance with this Consent Order.

Approval by EPD of any submission required by this Consent Order is not an agency determination that compliance with any state laws, regulations and/or permits, licenses, etc., will thereby be achieved, but is strictly limited to the completeness of the technical aspects of the submission with regards to the requirements of this Consent Order.

Force Majeure

Failure of Respondent to complete the requirement(s) of any Condition(s), other than payment obligations, by the deadline(s) specified therein may be excused by EPD if 1) Respondent's failure was caused by a force majeure event, and 2) Respondent complies with all notification requirements in this section. Respondent shall have the burden of proving to EPD that it was rendered unable, in whole or part, by the force majeure event to meet the deadline(s).

The term "force majeure event" as used herein shall be limited to the following: an act of war (whether declared or not), including an invasion, act of foreign enemies, or terrorism; a strike, lockout, or other labor or industrial blockade or embargo which is not attributable to any unreasonable action or inaction on the part of Respondent; public riot; specific incidents of exceptional adverse weather conditions or natural disasters such as a hurricane, flood, or earthquake; a fire or explosion affecting the Respondent's operations; failure to secure timely and necessary federal, state, or local approvals or permits, provided approvals or permits have been timely and diligently sought; and any other occurrence caused by unforeseeable circumstances beyond the reasonable control of Respondent, as determined by EPD in its sole discretion.

Within two (2) business days of learning of any force majeure event that may reasonably be expected to cause a deadline to be missed, Respondent shall notify EPD verbally or in writing. Within seven (7) business days of learning of any force majeure event that may reasonably be expected to cause a deadline to be missed, Respondent shall submit written notice to EPD of the force majeure event, the possible effects and the anticipated length (if known) of any delay. EPD shall review the submission and negotiate with Respondent regarding the length of the proposed extension of deadlines, if any. The Respondent shall exercise due diligence and adopt all reasonable measures to avoid or minimize any delay.

Effect of Order

Respondent consents and the Director executes this Consent Order solely for the purpose of addressing the alleged violations set forth herein. This Consent Order does not relieve Respondent of any obligations or requirements of any statute, rules, permit, or other matter administered by EPD except as specifically authorized herein, which authorization shall be strictly construed. This Consent Order is not a finding, determination, or adjudication of a violation of any state laws, rules, standards and/or requirements, nor does Respondent by consenting to this Consent Order make any admission with respect to any factual allegation contained in this Consent Order or to any liability to any third party.

Unless modified or terminated by a subsequent order, or otherwise specified in writing by the Director, this Order shall be deemed satisfied and terminated upon full, complete, and timely performance of each and every condition set forth herein.

Further Enforcement

Failure by Respondent to comply with any provision of this Consent Order may result in further enforcement action. Issuance of this Consent Order does not waive the Director's right to use the violation(s) alleged herein, upon sufficient evidence, to show past violations in any subsequent enforcement proceeding.

Finality

For the purpose of enforcement, this Consent Order constitutes a final order of the Director in accordance with applicable Georgia law. By agreement of the parties, this Consent Order shall be final and effective immediately upon execution by the Director, shall not be appealable, and Respondent does hereby waive all administrative proceedings and judicial hearings on the terms and conditions of this Consent Order.

Electronic Signatures

The parties agree that any electronic signatures on this Consent Order constitute original, valid signatures pursuant to the Uniform Electronic Transactions Act, O.C.G.A. § 10-12-1 *et seq.*

It is so ORDERED and CONSENTED TO on the following date _____.

For the Georgia Environmental Protection Division:

By: _____

Richard E. Dunn, Director

For Respondent:

By: _____

Printed
Name: _____

Title: _____

Attachment A

GEORGIA ENVIRONMENTAL PROTECTION DIVISION
WATERSHED COMPLIANCE PROGRAM
2 MLK JR. DR. S.E., SUITE 1152
ATLANTA, GEORGIA 30334

Lowndes County Alapaha Plantation S/D Water System WSID# GA1850274

HAA5 MCL 0.060 mg/L
TTHM MCL 0.080 mg/L

HAA5/TTHM MCL Violations
July 2019 to March 31, 2021

Compliance Period	Sample Point	MCL Result (Running Annual Average)
3 rd quarter 2019 (07/01/2019 - 09/30/2019)	501	HAA5- 0.062 mg/L
3 rd quarter 2019 (07/01/2019 - 09/30/2019)	502	HAA5- 0.068 mg/L TTHM- 0.088 mg/L
4 th quarter 2019 (10/01/2019 - 12/31/2019)	501	HAA5- 0.080 mg/L TTHM- 0.092 mg/L
4 th quarter 2019 (10/01/2019 - 12/31/2019)	502	HAA5- 0.101 mg/L TTHM- 0.126 mg/L
1 st quarter 2020 (01/01/2020 - 03/31/2020)	501	HAA5- 0.110 mg/L TTHM- 0.122 mg/L
1 st quarter 2020 (01/01/2020 - 03/31/2020)	502	HAA5- 0.126 mg/L TTHM- 0.150 mg/L
2 nd quarter 2020 (04/01/2020 - 06/30/2020)	501	HAA5- 0.128 mg/L TTHM- 0.139 mg/L
2 nd quarter 2020 (04/01/2020 - 06/30/2020)	502	HAA5- 0.134 mg/L TTHM- 0.150 mg/L
3 rd quarter 2020 (07/01/2020 - 09/30/2020)	501	HAA5- 0.155 mg/L TTHM- 0.172 mg/L
3 rd quarter 2020 (07/01/2020 - 09/30/2020)	502	HAA5- 0.157 mg/L TTHM- 0.167 mg/L
4 th quarter 2020 (10/01/2020 - 12/31/2020)	501	HAA5- 0.183 mg/L TTHM- 0.192 mg/L
4 th quarter 2020 (10/01/2020 - 12/31/2020)	502	HAA5- 0.176 mg/L TTHM- 0.169 mg/L
1 st quarter 2021 (01/01/2021 - 03/31/2021)	501	HAA5- 0.202 mg/L TTHM- 0.187 mg/L
1 st quarter 2021 (01/01/2021 - 03/31/2021)	502	HAA5- 0.196 mg/L TTHM- 0.175 mg/L

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: Whitewater Road Manhole Emergency Repair

DATE OF MEETING: August 24, 2021

Work Session/Regular Session

BUDGET IMPACT: \$162,308.45

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: Whitewater Road Manhole Emergency Repair

HISTORY, FACTS AND ISSUES: A manhole near the Whitewater Road lift station collapsed. Staff met at the site with James Warren and Associates and Radney Plumbing Inc. to discuss repair options. Staff sent an RFP to both contractors for the emergency repairs. Staff recommends approving the RFP submitted by RPI for the base bid amount of \$162,308.45.

OPTIONS: 1. Approve
2. Board's Pleasure

RECOMMENDED ACTION: Approve

DEPARTMENT: Utilities

DEPARTMENT HEAD: Steve Stalvey

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

Whitewater Road Lift Station/Manhole Emergency Repair

Lowndes County has a collapsed manhole near the Whitewater lift station. The County desires to have the manhole replaced. The County feels this can best be accomplished by adding three new manholes, removing three manholes, and redirecting the flow. The attached map and table below shows the general description of the work to be accomplished. See below dates and times for mandatory meeting and proposal submission. Lowndes County specifications will govern this project except otherwise noted below.

- All manholes will be Raven lined
- All manhole lids will be composite
- All 8" pipe will be SDR 26

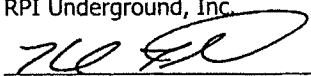
RPI

Prior to project bidding, the Contractor shall clarify with the Owner any discrepancy that exists between the requirements of the contract documents, drawings, and/or project specifications, regardless of any language in the contract documents, drawings, and/or project specifications that suggests one supersedes the other(s).

Item	Qty.		Description	Total
1	40+/-	LF	18" SDR 26 Sewer main	\$ 5,595.00
2	120+/-	LF	8" SDR 26 Sewer main	\$ 6,750.00
3	60+/-	LF	24" SDR 26 Sewer main	\$ 21,256.25
4	2	EA	5' Concrete manhole composite lid Raven lined	\$ 14,256.00
5	1	EA	6' Concrete manhole composite lid Raven lined	\$ 7,710.00
6	2	Lot	Core existing manhole & wet well	\$ 9,360.00
7	1	Lot	Tie in existing piping	\$ 12,600.00
8	1	EA	Install 6" SS vent pipe & charcoal filter on discharge MH 8' high	\$ 2,210.00
9	1	EA	Replace existing DC manhole ring and lid with composite lid	\$ 2,800.00
10	3	EA	Remove from premises obsolete manholes	\$ 1,650.00
11		Lot	Plug all obsolete lines on each end	\$ 3,625.00
12	1	EA	Labor to assist County with removal of sediment from wet well	\$ 2,500.00
13	1	EA	Replace one 12" stand pipe in wet well with 12" SDR 26 HDPE pipe	\$ 3,740.00
14	1	Lot	Bypass Pumping	\$ 68,256.20
			Total for all items above including installation, etc.	\$ 162,308.45
15	1	Lot	Sheet piling if required	\$ 149,800.00
16	1	Lot	Electrical relocation if required	\$ 18,400.00
17	1	Lot	Concrete removal from old lift station if required	\$ 8,900.00
18	1	Lot	Well pointing if required	\$ 12,490.00

Date contractor can mobilize 8/16/2021

RPI Underground, Inc.


Kenneth Thatcher, President

August 10th, 2021

8-6-2021 10:00am Mandatory Pre-bid Utilities office.

8-9-2021 9:00am Questions due ssstalvey@lowndescounty.com

8-9-2021 5:00pm Answers to questions returned.

8-10-2021 12:00 Noon proposals due in Utilities office or ssstalvey@lowndescounty.com

Whitewater Road Lift Station/Manhole Emergency Repair

Lowndes County has a collapsed manhole near the Whitewater lift station. The County desires to have the manhole replaced. The County feels this can best be accomplished by adding three new manholes, removing three manholes, and redirecting the flow. The attached map and table below shows the general description of the work to be accomplished. See below dates and times for mandatory meeting and proposal submission. Lowndes County specifications will govern this project except otherwise noted below.

JWA

- All manholes will be Raven lined
- All manhole lids will be composite
- All 8" pipe will be SDR 26

Prior to project bidding, the Contractor shall clarify with the Owner any discrepancy that exists between the requirements of the contract documents, drawings, and/or project specifications, regardless of any language in the contract documents, drawings, and/or project specifications that suggests one supersedes the other(s).

Item	Qty.		Description	Total
1	40+/-	LF	18" SDR 26 Sewer main	\$ 20,000.00
2	120+/-	LF	8" SDR 26 Sewer main	\$ 30,000.00
3	60+/-	LF	24" SDR 26 Sewer main	\$ 30,000.00
4	2	EA	5' Concrete manhole composite lid Raven lined	\$ 28,000.00
5	1	EA	6' Concrete manhole composite lid Raven lined	\$ 17,500.00
6	2	Lot	Core existing manhole & wet well	\$ 7,000.00
7	1	Lot	Tie in existing piping	\$ 1,500.00
8	1	EA	Install 6" SS vent pipe & charcoal filter on discharge MH 8' high	\$ 10,000.00
9	1	EA	Replace existing DC manhole ring and lid with composite lid	\$ 3,500.00
10	3	EA	Remove from premises obsolete manholes	\$ 5,000.00
11		Lot	Plug all obsolete lines on each end	\$ 2,000.00
12	1	EA	Labor to assist County with removal of sediment from wet well	\$ 500.00
13	1	EA	Replace one 12" stand pipe in wet well with 12" SDR 26 HDPE pipe	\$ 6,500.00
14	1	Lot	Bypass Pumping	\$ 15,000.00
			Total for all items above including installation, etc.	\$ 176,500.00
15	1	Lot	Sheet piling if required	\$ 30,000.00
16	1	Lot	Electrical relocation if required	\$ 5,000.00
17	1	Lot	Concrete removal from old lift station if required	\$ 3,500.00
18	1	Lot	Well pointing if required	\$ 12,000.00

Date contractor can mobilize Emergency bypass on or before 8/12 with materials to arrive starting 8/16, with work to begin once all materials are onsite.

- 8/6/2021 10:00am Mandatory Pre-bid Utilities office.
 8/9/2021 [9:00am Questions due sstalvey@lowndescounty.com](mailto:sstalvey@lowndescounty.com)
 8/9/2021 5:00pm Answers to questions returned.
 8/10/2021 [12:00 Noon proposals due in Utilities office or sstalvey@lowndescounty.com](#)

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: Mud Swamp Road and Swamp Edge Drive Private Road
Dedication Advisement

DATE OF MEETING: August 24, 2021

Work Session/Regular Session

BUDGET IMPACT:

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: Mud Swamp Road and Swamp Edge Drive Private Road Dedication
Advisement

HISTORY, FACTS AND ISSUES: Mud Swamp Road and Swamp Edge Drive are currently private dirt roads that are not in the road inventory and are not maintained by Lowndes County. Staff received signed petitions on August 16, 2021 from the citizens that they agree to donate and convey the necessary right of way and easements to Lowndes County for improvements and maintenance. Staff has verified that Mud Swamp and Swamp Edge have all of the signatures needed. The Resolution Regarding Dedications of Private Roads to Become County Roads states that:

1. The County Manager will advise the Board of Commissioners of a proposed dedication of a private road to Lowndes County by owners of properties adjoining the private road.
2. The Board of Commissioners will provide the County Manager with direction regarding the process to be employed under the circumstances regarding the proposed dedication preliminary to the Board of Commissioners determining whether to accept the dedication.

OPTIONS: 1. Approve the County Manager and staff to move forward with the process outlined in the Resolution.
2. Board's Pleasure

RECOMMENDED ACTION: Board's Pleasure
Option 1

DEPARTMENT: Engineering

DEPARTMENT HEAD: Chad McLeod

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

RESOLUTION
REGARDING DEDICATIONS OF PRIVATE ROADS TO BECOME COUNTY ROADS

WHEREAS, a private road may become a county road by dedication and acceptance by the county; and

WHEREAS, owners of property adjoining private roads in Lowndes County have from time to time expressed a desire to dedicate the private road adjoining their property to Lowndes County; and

WHEREAS, the owner of each lot adjoining the right-of-way of a private road usually has fee simple title to the adjoining right-of-way to the centerline of the right-of-way; and

WHEREAS, the owner of each lot adjoining the right-of-way of a private road usually has an easement in the full length of the right-of-way of the private road; and

WHEREAS, accepting the dedication of a private road as a county road to be incorporated into the County's system of county roads may serve the interest of the public; and

WHEREAS, whether accepting the dedication of a private road as a county road will serve the interest of the public will depend on a case-by-case consideration of various factors;

NOW THEREFORE, the Board of Commissioners of Lowndes County does hereby resolve:

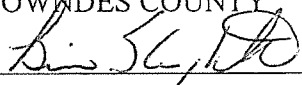
- A. The County Manager will advise the Board of Commissioners of a proposed dedication of a private road to Lowndes County by owners of properties adjoining the private road.
- B. The Board of Commissioners will provide the County Manager direction regarding the process to be employed under the circumstances regarding the proposed dedication preliminary to the Board of Commissioners determining whether to accept the dedication.
- C. The process to be employed regarding the proposed dedication preliminary to the Board of Commissioners' determining whether to accept the dedication, and the Board of Commissioners' determination whether to accept the dedication of the private road as a county road, will be based on the interest of the public considering but not limited to the following factors:
 1. the length of the road
 2. the number of lots fronting the road
 3. the number of owners of lots fronting the road who or which desire the road to become a county road
 4. the number of residents living in homes on lots fronting the road

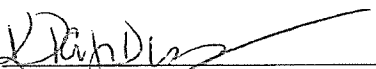
5. the number of residents living in homes on lots fronting the road who desire the road to become a county road
6. the condition of the road
7. whether the condition of the road is adequate for a county road under the circumstances
8. the cost to improve the condition of the road
9. any other issues regarding improving the condition of the road
10. the width of the road
11. whether the width of the road is adequate for a county road under the circumstances
12. the cost of widening the road
13. any other issues regarding widening the road
14. the width of the right-of-way of the road
15. whether the width of the right-of-way is adequate for a county road under the circumstances
16. the cost of obtaining additional right-of-way
17. any other issues regarding obtaining additional right-of-way
18. any structures or vegetation in the right-of-way of the road
19. the cost to remove structures or vegetation in the right-of-way of the road
20. any other issues regarding structures or vegetation in the right-of-way of the road
21. whether drainage of water from the surface of the road is adequate for a county road under the circumstances
22. the cost to improve drainage of water from the surface of the road
23. any other issues regarding drainage of water from the surface of the road
24. whether any easements for drainage of water from the surface of the road are needed
25. the cost to acquire easements for drainage of water from the surface of the road

26. any other issues regarding obtaining easements for drainage of water from the surface of the road
27. whether a plat of the road exists
28. the adequacy of the plat for purposes of dedication and acceptance of the road
29. whether adjoining property owners are willing to pay for an adequate plat of the road to be prepared
30. the certainty with which the precise location and boundaries of the right-of-way of the road can be identified
31. the cost of identifying with certainty the precise location and boundaries of the right-of-way of the road
32. any other issues regarding the certainty with which the precise location and boundaries of the right-of-way of the road can be identified
33. whether the adjoining property owners are willing to incur the cost of identifying with certainty the precise location and boundaries of the right-of-way of the road
34. title to the adjoining properties
35. any issues regarding title to the adjoining properties
36. any issues regarding the whereabouts of owners of the adjoining properties
37. whether the road is paved
38. whether the road is located in a mobile home park
39. whether the road was previously a county road abandoned by formal action of the Board of Commissioners

IT IS SO RESOLVED, this 22nd day of October, 2019.

BOARD OF COMMISSIONERS
OF LOWNDES COUNTY

By: 
Bill Slaughter, Chairman

Attest: 
Paige Dukes, Clerk

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: TIA-03 Hightower Road and Cooper Road NE

DATE OF MEETING: August 24, 2021

Work Session/Regular Session

BUDGET IMPACT: \$2,775,068.91

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: TIA-03 Hightower Road and Cooper Road NE

HISTORY, FACTS AND ISSUES: The TIA-03 Hightower Road and Cooper Road NE grading, drainage, base and paving project was approved in the T-SPLOST referendum. Staff received and opened bids from two contractors on July 28, 2021.

The Scruggs Company - \$2,775,068.91

Reames and Son Construction - \$3,436,429.45

OPTIONS: 1. Approve the Scruggs Company as the low bidder and approve the chairman to sign the contract.
2. Board's Pleasure

RECOMMENDED ACTION: Approve

DEPARTMENT: Engineering

DEPARTMENT HEAD: Chad McLeod

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS: