

# LOWNDES COUNTY BOARD OF COMMISSIONERS PROPOSED AGENDA

WORK SESSION, MONDAY, OCTOBER 27, 2025, 8:30 A.M. REGULAR SESSION, TUESDAY, OCTOBER 28, 2025, 5:30 P.M. 327 N. Ashley Street - 2nd Floor

- 1. Call To Order
- 2. Invocation
- 3. Pledge Of Allegiance To The Flag
- 4. Minutes For Approval
  - a. Work Session & Regular Session October 14, 2025

Recommended Action: Approve

Documents:

#### 5. For Consideration

a. Beer & Wine License - Tara Kay Middleton of RaceTrac Inc, DBA RaceTrac #2666, 4541 North Valdosta Road, Valdosta, GA

Recommended Action: Approve

Documents:

b. Section 125 Plan Document Renewal for 2026

Recommended Action: Board's Pleasure

Documents:

c. GEFA Loan for Lift Station Bypass Pumps

Recommended Action: Approve

Documents:

#### 6. Bid

a. Demolition for Lowndes County Fire Rescue Station 3

Recommended Action: Approve

Documents:

b. Bid for Bemiss Road Right of Way Mowing

Recommended Action: Board's Pleasure

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: Beer & Wine License - Tara Kay Middleton of RaceTrac Inc, DBA RaceTrac #2666, 4541 North Valdosta Road, Valdosta, GA

Work

DATE OF MEETING: October 28, 2025 Session/Regular Session

**BUDGET IMPACT:** 

<b>FUNDING</b>	s sou	IRCE
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() Annual

() Capital

( ) N/A

() SPLOST

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COUNTY ACTION REQUESTED ON: Beer & Wine License - Tara Kay Middleton of RaceTrac Inc, DBA RaceTrac #2666, 4541 N. Valdosta Road Valdosta, GA

HISTORY, FACTS AND ISSUES: Beer & Wine License - Tara Kay Middleton of RaceTrac Inc, DBA RaceTrac #2666, located at 4541 N. Valdosta Road, Valdosta, GA is requesting a license for the sale of beer and wine for consumption off premises. This is a new establishment. The ordinance and guidelines for approval of the license have been met. All forms are attached. Upon approval by the Board, the license will be granted.

OPTIONS: 1. Approval of the Beer & Wine License

2. Board's Pleasure

**RECOMMENDED ACTION: Approve** 

<u>DEPARTMENT</u>: Finance <u>DEPARTMENT HEAD</u>: Stephanie Black

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

## 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):
	[X] Retail Dealer – Off Premises Consumption (Malt Beverages)
	[X] Retail Dealer – Off Premises Consumption (Wine)
	[ ] Retail Dealer – Off Premises Consumption (Distilled Spirits)
	[X] 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"):
R	aceTrac, Inc.
3.	Applicant's Business or Trade Name (if different than official legal name):
Ra	ceTrac #2666
	List any aliases, tradenames, or other names under which the Applicant is known or conducting siness, or has been known or conducted business during the past three years:
N/	Α
-	
5.	If Applicant is an Entity, Full Name of the Individual Making this Application for the Applicant:
Ta	ara Kay Middleton
6.	Street Address of establishment for which license is sought:
454	11 N. Valdosta Rd. Valdosta, GA 31602
7.	Street Address of Applicant's Primary Place of Business, if different from question #6 above:
20	0 Galleria Parkway, Suite 900 - Licensing, Atlanta, GA 30339
ca [A	Describe the type of establishment to be operated pursuant to the license applied for and the tegory(ies) of alcoholic beverage related functions and activities to be conducted at such establishment. ttach additional pages if more space is needed]
_	Convenience store with gas sales and beer and wine for off-premises consumption, including on Sundays
-	

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: CrossPointe Chu	rch - 1.52 miles away			
School, college or other e	ducational facility or grounds: <u>S</u>	allas-Mahone Elementary School - 5.65 miles away		
by Lowndes County within th	establishment to be licensed been preceding twelve (12) months additional pages if more space			
N/A				
for which licensure is being so suspended or revoked (either	ought ever been refused a licens by Lowndes County or another ear of such occurrence, the juriso	elow, or any employee of the establishment se related to alcohol or had such license jurisdiction)? [X] YES [ ] NO diction, and the circumstances. [Attach		
See Exhibit A				
12. Type of Legal Entity applying for license:	[ ] Individual [ ] Joint Venture [ ] Firm	[ ] Partnership [X] Corporation [ ] Association		
	[ ] Limited Liability Compan [ ] Other:	y (LLC)		

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

# Exhibit "A" RaceTrac Violations List

Store #	Violation Date Jurisdiction		Details		ne Amoun
234	05/04/87	Loganville	Result: Warning		Warnin
260	10/26/90	Lawrenceville	Estimate of Loss in Sales: \$36,000.00 41. Date: 10/26/90, 10/30/90, 11/07/90		Suspensio
213	06/21/91	Dalton	Result: Suspension 2/27/93 - 6/28/93		Suspensio
289	07/13/91	Dalton	Result: Suspension 2/27/93 - 6/28/93		Suspensio
396	08/15/91	Cumming	Result: Case dropped by Forsyth County		Dismisse
298	09/30/92	Newnan	Result: Warning	-	Warnin
301	06/30/93	Lawrenceville	Result: Employee fined \$260 (RPI paid)	\$	260.0
455	03/16/95	Clayton	Result: Monetary Penalty of \$175.00; PD 7/95	\$	175.0
490	01/24/96	Norcross	Result: Monetary Penalty \$200.00 and Probation 12 months.	\$	200.0
415	07/19/96	Fairburn	Result: Monetary Penalty \$200.00; pd 12/13/96 - 12 mos. probation.	\$	200.0
587	05/02/97	East Point	Result: Monetary Penalty \$1050.00 - PD 7/18/97	\$	1,050.0
490	03/06/98	Norcross	Result: Citation hearing 3/18/98-\$140.00 fine; fine waived	\$	140.0
213	03/17/98	Dalton	Result: Monetary Penalty - \$5,000/pd 3/31/98	\$	5,000.0
625	08/14/98	Cornelia	Suspension 2 days 11/29-30/99	_	Suspensio
618	12/05/98	Acworth PD	Result: Monetary Penalty \$1,050.00 PD 1/26/99	\$	1,050.0
606	02/04/99	Decatur	Result: Fine Restrained		Restraine
500	06/03/99	LaGrange	Result: Monetary Penalty \$150.00 PD 12/8/99/State & 12 mos. probation	\$	150.0
606	06/17/99	Decatur	Result: Fine Restrained		Restraine
579	07/19/99	Smyrna	Result:State- Monetary Penalty \$300.00 - PD 1/14/2000	\$	300.0
627	09/17/99	Gainesville	Result: Monetary Penalty \$800.00 PD 12/10/99	\$	800.0
643	04/13/00	Athens Clarke Cty	Result: Fine Restrained	Ť	Restraine
453	08/30/00	Atlanta	Result: Fined \$463.00 (beer/wine)	\$	463.0
688	10/19/00	Lithia Springs	Result: Dismissed	Ť	Dismisse
587	12/01/00	East Point	Result: Warning		Warnir
675	01/22/01	Brunswick	Result: Monetary Pently - \$350.00 – PD 6/22/01 – 12 months probation – 1st Violation *	\$	350.0
627	03/13/01	Gainesville	Result: Monetary Penatly - \$1,500.00 - PD 6/26/01 2nd Violation *	\$	1,500.0
396	08/06/01	Cumming	Result: 1 yr. probation - 1st Violation *		Probatio
467	12/27/01	GA DOR	Result: State - \$500 Fine Abated - 24 months probation - 1st Violation *	\$	500.0
51	01/18/02	Watkinsville	Result: Warning – 1st Violation *	$\vdash$	Warnir
453	04/28/02	Atlanta	Result: State - \$500 Fine Abated - 24 months Probation - 1st	\$	500.0
400			Violation *		
627	06/06/02	Gainesville	Result: Monetary Penalty \$3,500.00 – PD 9/5/03 – Suspension to be 11/7/03 – 11/21/03 (15 days) – 2nd Violation *	\$	3,500.
206	08/16/02	Lawrenceville	Result: Monetary Penalty \$125.00 - PD 11/7/02	\$	125.0
648	09/26/02	Alpharetta	Result: Fine Restrained – 2nd Violation *		Restraine
648	08/30/03	Alpharetta	Result: Fine Restrained – 3rd Violation *	_	Restraine
633	09/01/03	Smyrna	Result: Monetary Assessment PD \$400.00 – 10/14/03 – 1st Violation *	\$	400.0
644	12/16/03	Roswell	Result: Fine Restrained – 2nd Violation *		Restrain
625	02/16/04	Comelia	Result: State – Monetary Penalty \$250.00 – PD _3/13/04 - 12 months probation	\$	250.
500	02/27/04	LaGrange	Result: Warning – 3rd Violation *		Warnii
500	09/09/04	LaGrange	Result: Warning – 4th Violation *		Warnir

Exhibit "A"
RaceTrac Violations List

289	02/23/05	Dalton	Result: Monetary Penalty \$1,000.00 - PD 6/2/05 - 2nd Violation *	\$	1,000.00
644	02/25/05	Roswell	Result: Fine Restrained – 3rd Violation *		Restrained
625	05/31/05	Comelia	Result: Monetary Penalty - \$750.00 – 15 day Suspension – Oct. 14 – Oct. 29, 2005 – 3rd Violation *	\$	750.00
643	07/15/05	Athens Clarke Cty	Result: Fine Restrained - 2nd Violation **		Restrained
289	09/26/05	Dalton	Result: Monetary Penalty - \$1,000 PD 10/19/05 – 30 day suspension – Oct. 24 – Nov. 22, 2005 – 3rd Violation * -	\$	1,000.00
439	04/25/06	Douglasville	Result: City - Monetary Penalty \$1,000.00 - PD 10/18/06 - Suspension 10/3-11/1/06 - 30 days - 1st Violation *	\$	1,000.00
675	05/11/06	Brunswick	Result: \$250.00 Monetary Penalty – PD 8/18/06 – 12 mos. probation – 2nd Violation *–	\$	250.00
213	08/04/06	Dalton	Result: \$1,000.00 Monetary Penalty – PD 8/18/06 – 3rd Violation *	\$	1,000.00
636	08/17/06	Lithia Springs	Result: Monetary Penalty \$1,000.00 - PD 12/18/06; Suspension 30 days; 12/506–1/4/07 - 1st Violation *	\$	1,000.00
256	08/31/06	Smyra	Result: Suspension 10/25 @ 12:00 noon - 12/23/06 @ 11:59am - 60 days - 1st Violation *	- W. P	Suspension
635	02/13/07	Jonesboro	Result: Monetary Penalty -\$250 – PD 4/10/07 – 12 mos. Probation - 2nd Violation *	\$	250.00
52	08/05/08	Kennesaw	Result: Fee paid - \$631.25 - 3rd Violation	\$	631.25
74	11/17/08	Jefferson	Result: Administrative Penalty - \$150.00 – 12 mos. probation – Paid 2/2/09 – 1st Violation *	\$	150.00
660	03/26/09	Austell	Result: Pending – 1st Violation – 60 Day Suspension – 7/15/09 – 9/14/09		Suspension
328	08/06/09	Marietta	Result: Administrative Penalty \$150 – Paid 10/13/09 – 12 mos. probation– 1st Violation *	\$	150.00
289	07/27/10	Dalton	Result: Monetary Penalty \$150.00 PD 5/9/11 – 1st Violation *	\$	150.00
192	10/05/12	Fayetteville	Result: Pd \$250 fine. 2nd Fine of this type.	\$	250.00
285	06/26/13	Athens Clarke Cty	Result: \$500 fine – 1st violation at this store Authority issuing fine: Athens-Clarke County Police Violation: Failed to ID minor Matthew Faulkner (term'd) Sold to underage person Assoc hearing date: Pending. Tanya Akins, OS Result: \$500 fine – 1st violation at this store	\$	500.00
434	07/25/13	Kennesaw	Authority issuing fine: GA Dept of Revenue – Agent Jeremy May Violation: Failed to ID minor James White (term'd) Sold to underage person Assoc hearing date: 8/21/13. Stan Twist, OS Result: Pending – 3rd violation at this store. Previous were 12/11/01 & 8/5/04. State Hearing for RaceTrac 8/21/13. Pleading No Contest – \$500 Fine & Probation. Cobb County Result: 4 day suspension (11/17-20)	69	500.00
114	01/22/14	Alpharetta	Authority issuing fine: Forsyth County Sheriff Violation: Selling to a minor Mary Williams (term'd) Sold to underage person Assoc hearing date: pending. Bill Terrell, OS Result: Warning – 2nd violation at this store. Previous 1/10/06		Warning
396	09/29/14	Cumming	Authority issuing fine: Forsyth County Violation: Selling to a minor Stephen Toole (term'd) Sold to underage person Assoc hearing date: 10/16. Tanya Akins, OS Result: 2 day suspension (1/13-14/2015) – 4th violation at this store (8/15/91; 12/25/91; 8/6/01)	1/5	Suspension

# Exhibit "A" RaceTrac Violations List

		Racerrae violations list			
750.	\$	Authority issuing fine: Athens-Clarke County PD Violation: Selling to a minor Keanne Wright (term'd) Sold to underage person Assoc hearing date: 08/05/15. David Henson, OS Result: Fine for Associate; \$750 fine, 3-day suspension, TAM recertification for all store employees for RT – 2nd violation at store		06/26/15	285
750.	\$	Authority issuing fine: Cobb County PD Violation: Selling to a minor Shantavia Copeland (term'd) Sold to underage person Assoc hearing date: Unknown. Chuck Adams, OS Result: Fine for Associate; \$750 fine for RT – 1st violation at store		02/25/16	78
Suspensi		Authority Issuing: Forsyth County Violation: Selling to a minor Jannette Marie Moody (termed) sold to an underage person Chuck Adams, OS; Hearing Date: 9/07/2017 Result - 7 Day Consecutive Suspenseion of License @ #114 #2355	·	06/10/17	114
535.	\$	Underage Sale	Athens Clarke Cty	10/08/19	285
	\$	Underage Sale		07/15/20	467
121207.0000	\$	Underage Sale		02/16/21	2454
Suspensi		2 Weeks suspension - Underage sale	City of Kennesaw	07/01/21	52
2,000.	\$	Underage Sale of Alcohol	GDOR	02/17/22	2354
1 0		Underage Sale of Alcohol	City of Duluth	03/30/22	2409
suspensi					
	\$	Underage Sale of Alcohol	GA DOR	06/23/22	2424
\$750, MONTI PROBATIO	F	Underage Sale of Alcohol	GA DOR	06/23/22	2424
350.	\$	Underage Sale of Alcohol	GA DOR	07/27/22	2491
	\$	Underage Sale of Alcohol	GA DOR	08/22/22	53
700.	\$	Underage Sale of Alcohol	GA DOR	09/12/22	2329
500	\$	Underage Sale of Alcohol	GA DOR	10/21/22	2330
2,100	\$	Underage Sale of Alcohol	GA DOR	11/16/22	2329
The second secon	\$	Underage Sale	GA DOR	02/02/23	2498
250	\$	Exterior door improperly locked. Citation changed from employee to RaceTrac	CITY OF MARIETTA	04/01/23	2460
	\$	Underage Sale of Alcohol	GA DOR	04/19/23	490
	\$	Underage Sale of Alcohol	Cobb County	05/31/23	247
	\$	Underage Sale of Alcohol	Acworth PD	08/11/23	618
	\$	Underage Sale of Alcohol	State of Georgia	11/24/23	2524
	\$	Underage Sale of Alcohol	GA DOR	02/21/24	2566
30-c suspens		Underage Sale of Alcohol	City of Kennesaw	06/24/24	52
\$1,000		Underage Sale of Alcohol	GA DOR	9/24/2024	206
	-	Underage Sale of Alcohol	OADOR	312412024	200
750 fine & day su	\$7	5.145.252 data 517 1100.101	City of Acworth	10/23/2024	618
Pend		Underage Sale of Tobacco	GA DOR	4/4/2025	2374
Pend		Underage Sale of Alcohol	GA DOR	6/5/2025	2524



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

		- AMICO NO. 10 - 10 - 10 - 10 - 10 - 10 - 10 - 10
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]

Natalie B. Morhous	3395 Valley Rd. Atlanta, GA 30305
President	Address
N/A	N/A
Vice President	Address
Joseph H. Akers	1287 Sylvan Circle, Brookhaven, GA 30319
Secretary & CLO	Address
Karla B. Ahlert Freesures CFO	3170 Frontenac Ct. NE Brookhaven, GA 30319 Address
N/A	N/A
Director	Address
Carl Bolch Senior Trust* Stockholder	200 Galleria Parkway, Suite 900, Atlanta, GA 30339 Address
Family Trust fbo Carl E. Bolch, III Trust* Stockholder	200 Galleria Parkway, Suite 900, Atlanta, GA 30339 Address
Family Trust fbo Natalie Morhouse* Stockholder	200 Galleria Parkway, Suite 900, Atlanta, GA 30339 Address

<sup>\*</sup> These are trusts and not individuals for which a consent form can be submitted.

RECEIVED

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]

Member Name	Address
Member Name	Address
Member Name	Address
Manager Name	Address
Manager Name	Address
Officer Name	Address
Officer Name	Address
	non-natural person, list the names and addresses of all the others having management, control or dominion over such
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 [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 Except for trust shareholders, as those are not individual persons.
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 - new license
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?
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.  RECEIVED

## CERTIFICATION REGARDING APPLICATION

Personally, appeared before the undersigned officer duly	authorized to administer oaths, the undersigned
affiant, who after first being duly sworn, hereby a	offirms, says and certifies that he/she is
	Trac, mo. area recorre
authorized to make and execute this application on beh says and certifies as to each of the following:	alf of the Applicant, and further heleby anims,
t have read and understand the Lowndes County Alcoh	olic Beverage Ordinance and will ensure that all
employees of the establishment for which licensure is regulations of that Ordinance.	sought will be familiar with the provisions and
I will ensure that the establishment for which licensure	
laws, rules and regulations of the United States, the States or which may hereafter be enacted as relates to the beverages.	
I understand that any license issued is valid for a period December 31st, that no license shall be assignable or tra	
location, and that no portion of the license fee shall be relicense year or should the establishment close.	efunded should the license be revoked during the
The information, documents and statements made or co	
thereof or supplementary thereto is in each case accurat	
false or fraudulent statements and/or representations me to criminal and/or civil penalties including a fine and	
Submitted herewith is the sum of \$1,400	
certified funds, or cash) which includes the license fee for	5
fee. I understand that, should the Application be deal and that the administration fee is non-refundable.	ed, I will receive a teruno for the license fee only
sid that the administration here is non-related by.	Tara Kay Middleton ( Wadlet )
	Signature of Individual Making this Application
Sworn to and subscribed before me	21212
this day of 2005.	Date: 8 8 25
Morney	annum.
Notary Public	ARNEL
My commission expires: 08/29/2008	S JOTARY & A
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-7-	PROPERTY OF THE CEIVEL
	AUG 1 2 2025

## 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:

[X]	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:
at least	dersigned applicant also hereby verifies that he or she is 18 years of age or older and has provided tone secure and verifiable document, as required by O.C.G.A. §50-36-1, with this affidavit. Form re and verifiable document: Driver's License
willfully	ing the above representations under oath, I understand that any person who knowingly and y makes a false, fictitious or fraudulent statement, or representation in an affidavit may be guilty plation of O.C.G.A. §16-10-20 and face criminal penalties as allowed by such criminal statute.
Execute	ed in Atlanta (city), Georgia (state).
, and High	Signature of Applicant  NOTARY B  PUBLIC  PUBLIC  Printed Name of Applicant  COUNTINI
Sworn	to and subscribed before me this 21 day of JUM, 2025.
Notary	Dublic Public
My con	nmission expires: 18 29 3638. RECEIVED

## 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:

[X]	I am a citizen of the United States.	
[]	I am a legal permanent resident of the United State	es.
[]	I am a qualified alien or non-immigrant under the an alien number issued by the Department of Horagency. My alien number is:	neland Security or other federal immigration
at leas	ndersigned applicant also hereby verifies that he or sl st one secure and verifiable document, as required b ure and verifiable document: Driver's License	
willfull	sking the above representations under oath, I under Ily makes a false, fictitious or fraudulent statement, of iolation of O.C.G.A. §16-10-20 and face criminal pena	or representation in an affidavit may be guilty
Execut	ted in Atlanta (city), Georg	gia (state).
Swarm Chill	NOTARY & Y	gnature of Applicant  atalie Morhous  inted Name of Applicant
m	MAD I A a sel	<del>(100. )</del> , 20 <u>2-</u>
Notan	ry Public	
Му со	ommission expires: <u>08</u> <u>39</u> <u>3038</u> .	RECEIVED

AUG 1 2 2025

IX1

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

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[X]	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-imm an alien number issued by the De agency. My alien number is:	-			
at lea	ndersigned applicant also hereby versit one secure and verifiable docume cure and verifiable document: Driver	ent, as req	uired by O.C.G.A. §	y is seemed to the se	107
willfu	aking the above representations ur lly makes a false, fictitious or fraudu iolation of O.C.G.A. §16-10-20 and fa	ilent state	ment, or represent	ation in an affidavit	may be guilty
Execu	ted in Atlanta	_ (city),	Georgia	(state).	1
	BARNA BALIC CARROLL COUNTY GARNA CARROLL COUNTY GARNA BARNA		Signature of A Joseph H. Ak Printed Name	ers	
Swor	n to and subscribed before me this _	01	day of JULL :	.0 <u>05</u> .	
	Marney ry Public		-	REC	EIVED
Мус	ommission expires: 08 29 202	<u>l8                                    </u>		AUG	1 2 2025

# 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:

[X]	I am a citizen of the United States.	
[]	I am a legal permanent resident of the Ur	nited States.
[]		ander the Federal Immigration and Nationality Act with ent of Homeland Security or other federal immigration
at leas		at he or she is 18 years of age or older and has provided equired by O.C.G.A. §50-36-1, with this affidavit. Formse
willfull	y makes a false, fictitious or fraudulent sta	th, I understand that any person who knowingly and itement, or representation in an affidavit may be guilt inal penalties as allowed by such criminal statute.
Execute	ed in Atlanta (dty),	Georgia (state).
CARROLLING CARROLLING	PUBLIC SOLUTION OF THE STATE OF	Signature of Applicant  Tara Kay Middleton  Printed Name of Applicant
M	Barney	uay or
Notary	nmission expires: 08/89/008	RECEIVED
wy con	minosion expires. O O T	 AUG 1 2 2025

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

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

4/23/6	
Federal Work Authorization User Identification Number	
12/08/2011	
Date of Authorization	
RaceTrac, Inc.	
Name of Private Employer	
I hereby declare under penalty of perjury that the foregoing is true and correct.	
Executed on August 8 2025 in Athank (city), (A (st	ate).
sebelow	
Signature of Authorized Officer or Agent	
Tara Kay Middleton ( f. Wall Letta)  Printed Name and Title of Authorized Officer or Agent	RECEIVED
Sworn to and subscribed before me this day of 20_5.	AUG 1 2 2025
12 Barney WARNEY	
Notary Public Using Slow	
My commission expires: 8 29 2028	
-10- 29/20/20/20/20/20/20/20/20/20/20/20/20/20/	

# NON-CRIMINAL JUSTICE APPLICANT'S PRIVACY RIGHTS

As an applicant who is the subject of a Georgia and Federal Bureau of Investigation (FBI) national fingerprint/biometric-based criminal history check for a noncriminal justice purpose (such as an application for employment or a liceuse, an ininigration or naturalization matter, segurity eleatence, or adoption), you have certain rights which are discussed below. All notices must be provided to you in writing. These obligations are pursuant to the Privacy Act of 1974, Title 5, United States Code (U.S.C.) Section \$52a, and Title 28 Code of Federal Regulation (CFR), \$0.12, among other authorities.

- You must be provided an adequate written FBI Privacy Act Statement (dated 2013 or later) when
  you sulknit your fingerprints and associated personal information. This Privacy Act Statement
  must explain the authority for collecting your fingerprints and associated information and whethor
  your fingerprints and associated information will be searched, shared or retained.
  - You must be advised in writing of the procedures for obtaining a change, correction, or update of
    your FBI orininal history record as set forth at 28 CFR 16.34.
- You must be provided the opportunity to complete or challenge the accuracy of the information in your FBI criminal history record (if you have such a record).
  - If you have a criminal history record, you should be afforded a reasonable amount of time to correct or complete the record (or decline to do so) before the officials deny you the employment license, or other benefit based on the information in the FBI criminal history record.
- If agency policy permits, the officials may provide you with a copy of your FBI criminal history record for review and possible challenge. If agency policy does not permit it to provide you a copy of the record, you may obtain a copy of the record by submitting fingerprints and a fee to the FBI Information regarding this process may be obtained at <a href="https://exprices/cijis/identity:history-summery-cheeks">https://exprices/cijis/identity:history-summery-cheeks</a> and https://exprices/cijis/identity. You may find information regarding how to obtain a copy of your Georgia criminal history record on the GBI website:

  https://gbi.georgia.gov/xervices/objaining-criminal-history-recordinformation-frequently-asked-guestions.
- If you decide to challenge the accuracy or completeness of your FBI criminal history record, you should send your challenge to the agency that contributed the questioned information to the FBI. should send your challenge to the agency that contributed the questioned information to the FBI. Alternatively, you may send your challenge directly to the FBI by submitting a request via https://www.edo.cijs.gov. The FBI will then forward your challenge to the agency duate contributed the questioned information and request the agency to verify or correct the challenged entry. Upon receipt of an official communication from that agency, the FBI will make any necessary changes/corrections to your record in accordance with the information supplied by that agency. (See 28 CFR 16.30 through 16.34.) If the disputed arrest occurred in the State of Georgia agency. (See 28 CFR 16.30 through 16.34.) If the disputed arrest occurred in the State of Georgia agency. (See 28 CFR 16.30 through 16.34.) If the disputed arrest occurred in the State of Georgia gour may send your challenge directly to the GCIC. Contact information for the GCIC can be found at https://gbij.georgia.gov/serv/ces/obtaining-ctiminal-history-record-information.
- Irequently-askedquestions

  You have the right to expect that officials receiving the results of the criminal history record check You have the right to expect that officials receiving the results of the criminal history record check will use it only for the authorized purposes and will not retain or disseminate it in violation of federal statute, regulation or executive order, or rule, procedure or standard established by the National Crime Prevantion and Privacy Compact Council

Capalible Lindelinger

# Privacy Act Statement

This privacy act statement is located on the back of the FD-258 fingerprint card.

Authority: The FBI's acquisition, preservation, and exchange of fingerprints and associated information is generally authorized under 28 U.S.C. 534. Depending on the nature of your application, supplemental authorities include Federal statutes, State statutes pursuant to Pub. L. 92-544, Presidential Executive Orders, and federal regulations. Providing your fingerprints and associated information is voluntary: however, failure to do so may affect completion or approval of your application.

Principal Purpose: Certain determinations, such as employment, licensing, and security clearances, may be predicated on fingerprint-based background checks. Your fingerprints and associated information/biometrics may be provided to the employing, investigating, or otherwise responsible agency, and/or the FBI for the purpose of comparing your fingerprints to other fingerprints in the FBI's Next. Generation Identification (NGI) system or its successor systems (including civil, criminal, and latent fingerprint repositories) or other available records of the employing, investigating, or otherwise responsible agency. The FBI may retain your fingerprints and associated information/biometrics in NGI after the completion of this application and, while retained, your fingerprints may continue to be compared against other fingerprints submitted to or retained by NGI. Routine Uses: During the processing of this application and for as long thereafter as your fingerprints and associated information/biometrics are retained in NGI, your information may be disclosed pursuant to your consent, and may be disclosed without your consent as permitted by the Privacy Act of 1974 and all applicable Routine Uses as may be published at any time in the Federal Register, including the Routine Uses for the NGI system and the FBI's Blanket

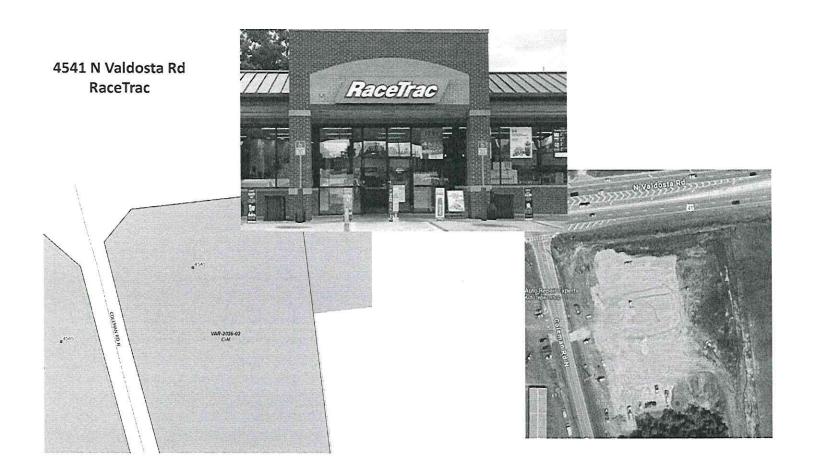
Routine Uses. Routine uses include, but are not limited to, disclosures to: employing, governmental or authorized non-governmental agencies responsible for employment, contracting, licensing, security clearances, and other suitability determinations; local, state, tribal, or federal law enforcement agencies; criminal justice agencies; and agencies responsible for national security or public safety.

anii Anii As of 02/04/2021

Date

Laa Waateta)
Signature

The state of the s



## **Distance Check**

Date: 10/08/2025
Establishment: Race Trac
Address: 4541 N Valdosta Road
Nearest School: Valwood;
Address: 4380 Hwy 41 N; Hahira, Ga. 31632 Distance: 2.1 mi
Nearest Church: Valdosta Islamic Center
Address: 4004 Coleman Rd; Valdosta Ga Distance: .3
Officer Assigned: K. Carter  Signature: MA
Comments:

RECEIVED

OCT 0 9 2025

# LOWNDES COUNTY BOARD OF COMMISSIONERS COMMISSION AGENDA ITEM

SUBJECT: Section 125 Plan Document Renewal for 2026

Work

DATE OF MEETING: October 28, 2025

Session/Regular

Session

BUDGET IMPACT: \$0.00 FUNDING SOURCE:

COUNTY ACTION REQUESTED ON: Section 125 Plan Document Renewal for 2026

HISTORY, FACTS AND ISSUES: The Section 125 Cafeteria Plan is a premium only plan (POP) that provides for a pre-tax premium deduction on qualified health plans for our employees. This plan adoption renewal for 2026 is necessary in order to comply with IRS Regulations - Section 125.

Adoption of the Section 125 Cafeteria Plan allows Lowndes County to withdraw premium-only payments, from employees' paychecks, on a pre-tax basis. Health premiums that qualify for tax savings include, medical, dental, vision, critical illness, accidental death and dismemberment, hospital indemnity and/or cancer insurance, short and long term disability policies and group-term life insurance policies up to \$50,000.00. Lowndes County Section 125 premium only plan has been available to County Employees since May 26, 1989.

OPTIONS: 1. Adopt the Section 125 Premium Only Plan for 2026 and authorize the Chairman to sign the Certificate of Resolution and Adoption Agreement.

2. Board's Pleasure

**RECOMMENDED ACTION: Board's Pleasure** 

DEPARTMENT: Human Resources DEPARTMENT HEAD: Kevin Beals

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

# **Adoption Agreement (2026)**

# **For Lowndes County Commissioners**

## **Section 125 Premium Only Plan**

The undersigned Employer amends the Premium Only Plan for those Employees who shall qualify as Participants hereunder. It shall be effective as of the date specified below. The Employer hereby selects the following Plan specifications:

- 1. Name of Employer: Lowndes County Commissioners
- 2. **Effective Date:** This Amended Premium Only Plan shall be effective as of **January 1, 2026**.
- 3. Effective Date of Original Plan: This Premium Only Plan was originally effective May 26, 1989.
- 4. Plan Year: The Amended Plan year shall begin on January 1, 2026, and end on December 31, 2026. Future plan years will be based on the same twelve-month period beginning each January 1 and ending each December 31.
- 5. **Plan number: 520**
- 6. **Employer's Principal Office:** This Premium Only Plan shall be governed under the laws of the:
  - a. (X) State of Georgia
  - b. () Commonwealth of
- 7. **Benefits:** All the benefits listed below are included in this plan whether or not you currently offer them:
  - <u>Health Insurance and Voluntary Plans</u>. Premiums that are payroll deducted on a pre-tax basis may include low-deductible or high-deductible medical insurance, dental insurance, vision care, critical illness insurance, accidental death/dismemberment (ADD) insurance, hospital indemnity and/or cancer insurance. Individually-owned insurance policy premiums may not be paid with pre-tax dollars through the Premium Only Plan.
  - Group-Term Life Insurance up to \$50,000. The \$50,000 limit must include any employer-provided group-term life insurance coverage. For example, if the employer provides \$20,000 of group-term life insurance for employees, then participants in the POP can payroll deduct premiums on a pre-tax basis for up to \$30,000 of additional coverage. However, employees may not pay premiums that cover spouses or dependents on a pre-tax basis, even if the amount is *de minimis*.
  - <u>Disability Plan.</u> Short-term and long-term disability policies. If payroll deducted on a pretax basis, any future benefits received will be taxable to the employee.
  - Health Savings Account (HSA). Allows employees to make contributions by pre-tax payroll deduction to their individually-owned HSAs. Employers may also make contributions to the employee's HSA plan on each employee's behalf, in the manner set forth in the Plan.

by	
Lowndes County Commissioners	
AFFILIATES:	
NONE	

# **Certificate of Resolution (2026)**

# For Lowndes County Commissioners Section 125 Premium Only Plan Plan Year Ending December 31, 2026

The undersigned Secretary or Principal of Lowndes County Commissioners (the Employer) hereby certifies that the following resolutions were duly adopted by the board of directors of the Employer on January 1, 2026, and that such resolutions have not been modified or rescinded as of the date hereof:

**RESOLVED**, that the form of Amended Section 125 Cafeteria Plan effective January 1, 2026, presented to this meeting is hereby approved and adopted and that the proper officers of the Employer are hereby authorized and directed to execute and deliver to the Administrator of the Plan one or more counterparts of the Plan.

**RESOLVED**, that the Administrator shall be instructed to take such actions that are deemed necessary and proper in order to implement the amended Plan, and to set up adequate accounting and administrative procedures to provide benefits under the Plan.

**RESOLVED**, that the proper officers of the Employer shall act as soon as possible to notify the employees of the Employer of the adoption of the amended Plan by delivering to each employee a copy of the summary description of the Plan in the form of the Summary Plan Description presented to this meeting, which form is hereby approved.

The undersigned further certifies that true copies of the Adoption Agreement, Plan Document, and the Summary Plan Description, approved and adopted in the foregoing resolutions, are attached herewith.

Ву		
	Secretary/Principal	

# LOWNDES COUNTY BOARD OF COMMISSIONERS COMMISSION AGENDA ITEM

SUBJECT: GEFA Loan for Lift Station Bypass Pumps	
	Work
DATE OF MEETING: October 28, 2025	Session/Regular
	Session
BUDGET IMPACT: \$2,812,500.00	
FUNDING SOURCE:	
( ) Annual	
(X) Capital	
( ) N/A	
( ) SPLOST	
( ) TSPLOST	

COUNTY ACTION REQUESTED ON: GEFA Loan for Lift Station Bypass Pumps

HISTORY, FACTS AND ISSUES: Lowndes County has been pre-selected for a GEFA loan to install bypass pumps at our lift stations that are currently not equipped with backup capabilities. The loan amount is \$2,812,500.00 with a principal forgiveness of \$703,125.00. This will allow us to have backup capabilities at all of our lift stations. While we have applied for FEMA mitigation money, this will allow us to lock in current pricing and, potentially, have equipment in place before the next hurricane season. Staff recommends approval to submit the required paperwork for GEFA approval.

**OPTIONS: Approve** 

**RECOMMENDED ACTION: Approve** 

DEPARTMENT: Utilities DEPARTMENT HEAD: Steve Stalvey

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

# LOWNDES COUNTY BOARD OF COMMISSIONERS COMMISSION AGENDA ITEM

SUBJECT: Demolition for Lowndes County Fire Rescue Station 3

Work

DATE OF MEETING: October 28, 2025

BUDGET IMPACT: \$85,174.00

FUNDING SOURCE:

( ) Annual
( ) Capital
( ) N/A

COUNTY ACTION REQUESTED ON: Demolition for Lowndes County Fire Rescue Station 3

HISTORY, FACTS AND ISSUES: Lowndes County advertised for bids to demo the former restaurant building (formerly Rascals) at 4875 U.S. Hwy 41 South, Lake Park, GA 31636. In order for Lowndes County to begin the process for a new Fire Rescue Station 3, the demolition of this building is the next step. Demo includes removal of the existing building, building components, furniture, fixtures, equipment, utility lines, gravel, asphalt, and base. All service lines will be removed to the property line or meter valve and clearly marked. All hazardous material will be disposed of according to federal, state and local laws. Once the demo is complete, the site will be graded for proper drainage and seeded.

Bids were opened on October 7, 2025, and six (6) bids were received, with two (2) of the bids being disqualified for not completing the required paperwork in the bid documents.

-Standard Contractors = \$85,174.00

(X) SPLOST( ) TSPLOST

- -Complete Demolition Services = \$89,000.00
- -Kellerman Construction = \$123,240.00
- -Killeen Construction = \$147,942.60

OPTIONS: 1. Approve Standard Contractors as the low bidder and authorize the Chairman to sign the contract.

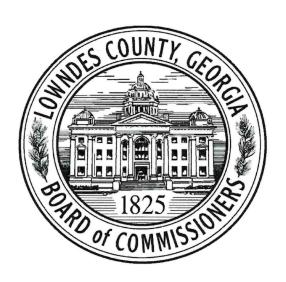
2. Redirect.

**RECOMMENDED ACTION: Approve** 

DEPARTMENT: Engineering DEPARTMENT HEAD: Chad McLeod

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

# Contract



# **ENGINEERING DIVISION**

327 N. Ashley Street Valdosta, Georgia 31601

FOR: Demolition for Lowndes County Fire Rescue Station 3

#### NOTICE TO DEALERS/VENDORS

- 1. Any prices bid by dealer/vendor on any items offered to Lowndes County shall be the price effective at the date of delivery.
- 2. No delivery date of "ASAP" (as soon as possible) shall be considered acceptable on items that have a maximum delivery date listed in the specifications.
- 3. Lowndes County reserves the right to accept alternate bids on any or all items where maximum delivery date, as listed in the specification, is not met by the dealer/vendor.
- 4. All shipping is to be FOB Valdosta, GA 31601 and included in the total price unless otherwise stated in the bid document.
- 5. Signature below of authorized agent for dealer/vendor shall constitute recognition and acceptance of all conditions of the sale as listed above.

Standard Contractors, Inc.

Dealer/Vendor

Authorized Agent Larry Dean, President

#### **GENERAL SPECIFICATIONS**

It is the intent of these specifications to furnish Lowndes County with the following requisitioned project, according to the attached. It is clearly understood that the following are minimum specifications and are made in order to show the exact specifications of the work proposed.

Lowndes County reserves the right to accept or reject any or all bids or to choose the bid considered to be in its best interest.

The final decision of purchase will be made upon the award of the Lowndes County Board of Commissioners.

Include the title of the proposal on the outside of your return envelope.

NO BID WILL BE CONSIDERED IF RECEIVED AFTER THE DATE AND TIME SPECIFIED.

# **CONTRACT DOCUMENTS**

# For Demolition for Lowndes County Fire Rescue Station 3

# LOWNDES COUNTY ENGINEERING DIVISION

## TABLE OF CONTENTS

- 1. Advertisement / Invitation to Bid
- 2. Instructions to Bidders
- 3. Proposal
- 4. Addenda
- 5. Notice of Award
- 6. Contract Agreement
- 7. Contract Conditions
- 8. Notice to Proceed
- 9. Drug-Free Workplace Certification
- 10. Waiver of Lien
- 11. Attachment 1 Contractor Affidavit and Agreement (E-Verify)
- 12. Attachment 2 Existing Conditions, Demolition, ES&PC Site Plan
- 13. Attachment 3 Phase I Environmental Site Assessment and Limited Asbestos and Lead-based Paint Sampling Report

#### **INVITATION TO BID**

### Lowndes County is accepting bids for

### **Demolition for Lowndes County Fire Rescue Station 3**

Lowndes County will receive sealed proposals on this project until October 7, 2025 at 10:00 A.M. local time in the Engineering Conference Room on the 2nd floor of the Lowndes County Administrative Building, 327 N. Ashley Street, Valdosta, Georgia 31601, where at such time and place the proposals will be publicly opened and read. A 5% bid bond is required.

A <u>mandatory</u> pre-bid meeting will be held at the project site (4875 US Highway 41 South, Lake Park, Georgia 31636; formerly Rascal's Lounge & Restaurant) on September 23, 2025 at 10:00 A.M. local time.

This is a **60-calendar day** lump sum contract.

The Bid Documents may be obtained by emailing the Purchasing Agent, Amy Woods, at <a href="mailto:amy.woods@lowndescounty.com">amy.woods@lowndescounty.com</a> and requesting the bid documents. The Bid Documents can also be viewed in the Engineering Department on the 2nd floor of the Lowndes County Administrative Building, 327 N. Ashley Street, Valdosta, Georgia 31601.

All bidders shall be DOT approved contractors.

Run in Valdosta Daily Times September 4 and September 18

#### INSTRUCTIONS TO BIDDERS

- 1. Lowndes County will receive sealed proposals on this project until October 7, 2025 at 10:00 A.M. local time in the Engineering Conference Room on the 2nd floor of the Lowndes County Administrative Building, 327 N. Ashley Street, Valdosta, Georgia 31601, where at such time and place the proposals will be publicly opened and read. Late proposals will not be considered.
- 2. A <u>mandatory</u> pre-bid meeting will be held at the project site (4875 US Highway 41 South, Lake Park, Georgia 31636; formerly Rascal's Lounge & Restaurant) on September 23, 2025 at 10:00 A.M. local time. All bidders shall be present.
- 3. Contract, if awarded, will be on a lump sum basis.
- 4. Proposals must be made upon the form of proposal attached hereto. The price shall be written in the proposal in figures. The proposal must be enclosed in a sealed plain envelope endorsed with the title of the proposal, and must be hand delivered or mailed to Lowndes County Board of Commissioners, 327 N. Ashley Street, Valdosta, Georgia 31601, Attn: Director of Engineering Services.
- 5. Each bid must be accompanied by a Bid Bond in the amount of 5% of the bid. A certified check for this amount may be submitted in lieu of the Bid Bond. Bid Bonds on the Surety Company's standard form must be duly executed by the Bidder as principal, and must be by a surety company licensed to do business in the State of Georgia and listed in the latest issue of U.S. Treasury Circular 570. Failure to submit a properly executed Bid Bond or certified check will result in the bid being rejected.
- 6. Each bidder must inform himself fully on all the conditions at the site, transportation conditions, material costs, and all other matters affecting the cost of the work. Each bidder shall study the plans, specifications, contract and proposal form prior to submitting a proposal. Each bidder shall also make such examinations on the ground as necessary to thoroughly familiarize himself with the nature and extent of the proposed work.
- 7. Bids may not be withdrawn for any reason whatsoever for a period of forty-five (45) days after the date bids have been opened.
- 8. During the bidding process, all changes, interpretations, and supplemental instructions to the contract documents shall be issued as addenda to all bidders. All addenda are to be acknowledged in the proposal.
- 9. The contract documents are complimentary, and what is called for by one shall be binding as if called for by all.
- 10. Federal or state taxes are not applicable to Georgia Municipalities under the United

States Code Title 26 and Georgia Exemption Certificate Number 3-465-686-300-1.

- 11. It is expressly understood by the bidder that written Notice of Award by the County will constitute an agreement by the County. The Advertisement/Invitation to Bid, Instructions to Bidders, Proposal, Addenda, Notice of Award, Contract Agreement, Contract Conditions, Notice to Proceed, Drug-Free Workplace Certification, Waiver of Lien, and the referenced Plans and Drawings constitute the entire Agreement and understanding between Lowndes County Board of Commissioners and the Contractor in respect of this Project, and revokes any prior agreement or understanding relating to the subject matter of this Agreement. No change, amendment, termination, or attempted waiver of any of the provisions herein shall be binding upon the other parties unless reduced to writing and signed by all parties hereto.
- 12. The bidder agrees that Lowndes County reserves the right to reject any or all proposals, or to accept the part of the bid considered to be in the best interest of the County.
- 13. The award of the contract will be made to the lowest responsible bidder taking into consideration quality performance and the time specified in the proposals for the performance of the contract. The County reserves the right to reject all bids as it appears in its own best interest and to waive technicalities.

#### Statement of Work

Work to complete this project shall include, but not be limited to, the following criteria:

- 1. Demolish, remove, and dispose of all buildings, building components, & appurtenances, furniture, fixtures & equipment, utility lines (i.e. communication, fire, gas, grease, power, sewer, & water), gravel, asphalt millings, asphalt & base, concrete & reinforcement, bollards, railing, & fences except as noted on the plans.
- 2. Terminate, cap, and preserve all service lines (i.e. fire, sewer, and water) at the meter, valve, or property line.
- 3. Dispose of all hazardous materials according to federal, state, and local laws.
- 4. All Erosion and Sedimentation Best Management Practices shall be installed per the GSWCC Manual for Erosion and Sediment Control in Georgia 2016 Edition.
- 5. Prior to starting any demolition operations, install around entire property:
  - a. Sd1-S Silt Fence Sensitive
- 6. As demolition begins, install:
  - a. Co Construction Exit.
- 7. After demolition is complete, grade all disturbed areas for positive drainage and install:
  - a. Du Dust Control
  - b. Ds1 Disturbed Area Stabilization (With Mulching Only)
  - c. Ds2 Disturbed Area Stabilization (With Temporary Seeding)
  - d. Ds3 Disturbed Area Stabilization (With Permanent Seeding)

# Inquiries

All questions related to this bid must be submitted in writing to the Purchasing Agent, Amy Woods, at <a href="mailto:amy.woods@lowndescounty.com">amy.woods@lowndescounty.com</a>. The deadline for all questions will be September 26, 2025 at 5:00 P.M. local time.

END OF SECTION

# **PROPOSAL**

To the Lowndes County Board of Commissioners, Lowndes County, Georgia:
Submitted: October 7, 2025
The undersigned, as Bidder, hereby declares that he has examined the site of the work and has informed himself fully in regard to all conditions pertaining to the place where the work is to be done; that he has examined the Specifications and Drawings for the work and contractual documents relative thereto; and that he has satisfied himself to the work to be performed.
The Bidder proposes and agrees that, if he becomes the Successful Bidder on the basis of this Proposal, he will contract with the Lowndes County Board of Commissioners. Lowndes County, Georgia (herein called the "Owner"), in the form of the contract illustrated to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, and all necessary labor to complete the work in full, and in complete accord with the shown, noted, described, specified, and reasonably intended requirements of the Specifications, Drawings, and Contract Documents to the full and entire satisfaction of the Owner, with a definite understanding that no money will be allowed for extra work except as set forth in the Contract Documents, for the following prices:
\$ 85,174.00
Submitted By: Standard Contractors, Inc. Company Name

END OF SECTION

Bid From: Standard Contractors, Inc. 720 Gil Harbin Industrial Blvd Valdosta, GA 31601 (229) 242-7772 scivaldosta@gmail.com

### **ADDENDA**

Receipt of the following addenda is acknowledged:	
Addenda Number:1	
The Bidder proposes and agrees hereby to commence work under this Contract on a to be specified in a written order of the Owner, and shall fully complete all work thereus within the time described in the contract agreement.	
The undersigned further agrees that, in case of failure on his part to execute the Contract and the bond within fourteen (14) consecutive calendar days after written no being given of the award of the Contract, the check or bid bond accompanying this bid the moneys payable thereon, shall be paid into the funds of the Lowndes County Boar Commissioners, as liquidated damages for such failures; otherwise the check or bid by accompanying this Proposal will be returned to the undersigned.	otice and d of
Attached hereto is a certified check on the	
N/A Bank	of
	,
Or a Bid Bond by the _Five Percent of Principals Bid	
In the amount ofFive Percent of Principals Bid Dollars	
(\$) made payable to the Lowndes County Board of Commissioners in accordance with the conditions herein. The bid security will be in force for sixty (60) calendar days.	r
Submitted: Standard Contractors, Inc.	
By: Will Par	
Title: <u>Larry Dean, President</u> (Note: If the Bidder is a corporation, the Proposal shall be signed by an officer of the corporat if a partnership, it shall be signed by a partner. If signed by others, authority for signature shabe attached.)	
Bidder's Address: 720 Gil Harbin Industrial Blvd	
Valdosta, GA 31601	
Telephone Number: (229) 242-7772	

### NOTICE OF AWARD

To: Standard Contractors, Inc.
720 Gil Harbin Industrial Blvd.
Valdosta, GA 31601

PROJECT DESCRIPTION: Demolition for Lowndes County Fire Rescue Station 3

The OWNER has considered the BID submitted by you for the above-described work in response to its advertisement for BIDS.

You are hereby notified that your BID has been accepted for items in the amount of:

### \$ 85,174.00

You are hereby required to execute the Agreement, and furnish the required Contractor's CERTIFICATION OF INSURANCE with a 30-day notice of cancellation and PERFORMANCE BOND within fourteen (14) calendar days from the date of this NOTICE to you.

If you fail to execute said AGREEMENT and to furnish said BOND and CERTIFICATIONS within fourteen (14) days from the date of this NOTICE, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of the NOTICE OF AWARD to the OWNER.

Dated this	_ day of		_, 2025
Lowndes County Bo	ard of Commissioner	rs.	
BY:	· · · · · · · · · · · · · · · · · · ·		
TITLE:			
Contractor:			
DATE:			

### LOWNDES COUNTY BOARD OF COMMISSIONERS CONTRACT AGREEMENT

This agreement made and entered into this	day of	, 2025
and between Lowndes County Board of Comm	issioners, party of the	first part (hereinafter
called the County), and Standard Contractors	, Inc., party of the sec	cond part (hereinafter
called the Contractor), who have been duly auth	norized to execute this	s agreement.

WITNESSETH: Whereas, the County and the Contractor, desire the work of a certain project and the Contractor desires and agrees to do and perform all the work and labor for said purpose. The project being more particularly described as follows:

### **Demolition for Lowndes County Fire Rescue Station 3**

Failure to perform the above-listed tasks, frequency of tasks, or general instructions will be considered cause for termination of this contract with ten (10) days notice to the Contractor.

NOW, THEREFORE, in consideration hereinafter fully set out, the parties agree as follows:

- 1. The work and materials shall be in strict and entire conformity with the provisions of this contract and the plans and specification prepared (or approved) by the County Manager or his authorized representative the originals of which are in file in the office of Lowndes County Board of Commissioners and which said specifications are hereby made a part of this agreement as fully as to the same effect as if the same had been set forth at length in the body of this Agreement.
- 2. This Agreement is on a lump sum basis.
- 3. The County hereby agrees to pay to the Contractor for the faithful performance of this Agreement, subject to additions and deductions as provided in the Specifications or Proposal, in lawful money of the United States, the sum of: § 85,174.00
- 4. The County and Contractor agree that the financing of this project shall be as follows: Payments will be made on a monthly basis.
- 5. The Contractor shall commence the work to be performed under this Agreement on a date specified in a written Notice to Proceed and shall substantially complete all work hereunder, except as otherwise provided in these documents for extension of the time limit, within <u>60</u> calendar days. Substantial completion is the time at which the project can be fully utilized for its intended purpose. Upon written notification to the Director of Engineering Services that the project is substantially complete, a final site visit will be made and a punch list of deficient items will be generated. The Contractor will receive a written copy of the punch list, and must achieve final completion by correcting all punch list items within 30 days of receipt. Time is of the essence of this

contract, and the Contractor shall pay to the County, not as a penalty, but as liquidated damages, the sum of \$500.00 each calendar day that he shall be in default of completing the work, both substantial completion and final completion, within the time named herein. Because of the difficulty of fixing damages suffered by the County on account of such default, damages are herein agreed upon as stated.

- 6. The work shall be done in accordance with the laws of the State of Georgia under the direct supervision and to the entire satisfaction of the County. The decision of the Director of Engineering Services upon any question connected with the execution or fulfillment of this agreement and interpretation of the specifications or upon any failure or delay in the prosecution of the work by the Contractor shall be final and conclusive.
- 7. It is mutually agreed that the Contractor shall warranty all work done as a part of this contract agreement for a period of one year from the date of final acceptance by the County.
- 8. Lowndes County reserves the right to terminate this Agreement for non-compliance by issuing ten (10) days written notice to the Contractor.
- 9. Employees, aides, staff helpers, or any person who receives any form of consideration for services or who performs any services towards the execution of this Agreement are deemed to be the sole responsibility of the Contractor for the purposes of all Workers' Compensation and insurance claims. Lowndes County reserves the right to superintend the performance of this Agreement only to the extent that the desired results are obtained. No recommendation or requirement in this Agreement and list of specifications should be deemed to obligate the County under the Workers' Compensation Act to Contractor's employees, aides, staff, helpers or any person who receives any form of consideration for services or who performs any services towards the execution of the Agreement.
- 10. Nothing contained in the Agreement shall create a contractual relationship with or cause of action of a third party against Lowndes County.
- 11. Contractor agrees to indemnify, save and hold harmless, and defend Lowndes County, its officers, boards, and employees, from and against any liability for damages and for any liability or claims resulting from property damage or bodily injuries (including accidental death) which arise out of the Contractor's operation and provision of services, including but not limited to, reasonable attorneys' fees and costs if such fees and costs are deemed necessary by Lowndes County.
- 12. This Agreement may not be assigned by either party hereto without written agreement signed by both parties. This Agreement and the rights of the parties hereunder shall be binding upon and insure to the benefit of the parties hereto and their respective successors and, if applicable, assigns.
- 13. Any notice or communications required or permitted hereunder shall be sufficiently

given if sent Registered or Certified Mail, Return Receipt Requested, postage pre-paid, addressed as follows:

As to Contractor: Standard Contractors, Inc.

720 Gil Harbin Industrial Blvd.

Valdosta, GA 31601

As to County: Lowndes County Board of Commissioners

327 N. Ashley Street Valdosta, Georgia 31601

ATTN: Chad McLeod, Director of Engineering Services

Or such address as shall be furnished by such notice to the other parties.

- 14. No waiver by either party of any default by the other party in the performance of any provision of this Agreement shall operate as to be construed as a waiver of any future default, whether like or different in character.
- 15. This Agreement shall be governed and construed in accordance with the laws of the State of Georgia.
- 16. If any provisions of this Agreement, or application thereof to any person or circumstance, shall to any extent be invalid, then such provision shall be modified if possible, to fulfill the intent of the parties as reflected in the original provision, the remainder of this Agreement or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby, and each provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under their respective seals on the day and date below written, be it deemed an original contract.

Executed on behalf of LOWNDES COUNTY	Executed on behalf of CONTRACTOR
The, 2025	The, 2025
By: Chairman of Board of Commissioners	By:Contractor
Recommended: County Mana	ager
Date:	
Witness for County:	Witness for Contractor:
County Clerk	

# LOWNDES COUNTY BOARD OF COMMISSIONERS CONTRACT CONDITIONS

- 1. All contract items and work shall be in accordance with any special provisions and supplemental specifications attached and made a part of the contract.
- 2. Insurance The contractor shall procure and maintain insurance of the types and to the limits specified in paragraphs (a) through (f) inclusive below. The contractor shall require each of his subcontractors to procure and maintain, until completion of the subcontractor's work, insurance of the types and to the limits specified in paragraphs (a) through (f) inclusive below. It shall be the responsibility of the contractor to ensure that all his subcontractors meet these requirements. Except as otherwise stated, the amounts and types of insurance shall conform to the following minimum requirements:

Worker's Compensation - Coverage to apply for all employees for STATUTORY limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the USA Longshoremen & Harbor Workers Act and Jones Act; in addition, the policy must include EMPLOYERS LIABILITY for limits of \$500,000/each accident; \$500,000/disease - policy limit; \$500,000/disease - each employee.

- (a) Commercial General Liability Coverage must be afforded, under an occurrence form policy, including Premise Operations, Independent Contractors, Products and Completed Operations, Broad Form Property Damage Endorsement, with **Additional Insured Endorsement** in favor of the County in limits not less than \$3,000,000/general aggregate; \$3,000,000/products-completed operations (aggregate); \$3,000,000/personal injury-advertising liability; \$3,000,000/each occurrence; \$100,000/fire damage legal; \$10,000 medical payments. This coverage may be layered with excess umbrella liability coverage.
- (b) Business Auto Policy Coverage must be afforded including coverage for all Owned vehicles, Hired/Non-Owned vehicles, with an **Additional Insured Endorsement in favor of the County**, for a combined single limit (bodily injury and property damage) of not less than \$3,000,000/combined single limit (Bodily Injury/Property Damage); personal injury protection-statutory limits; \$1,000,000 uninsured/underinsured motorist; \$1,000,000/hired/non-owned auto liability. This coverage may be layered with excess umbrella liability coverage.
- (c) Certificate of Insurance Certificates of all insurance required from the contractor shall be filed with the County and shall be subject to its approval for adequacy and protection. Certificates from the insurance carrier, stating the types of coverage provided, limits of liability and expiration dates, shall be filed with the County before operations are commenced. Lowndes County Board of Commissioners shall be identified as an **Additional Insured** for each type of coverage required by paragraphs (a) to (c) above. The required certificates of insurance shall not only name types of policies provided, but shall also refer specifically to this contract/bid.

- (d) The contractor shall provide a Certificate of Insurance to the County with a thirty (30) day notice of cancellation. In addition, the County will be shown as **Additional Insured**, with a Hold harmless Agreement in favor of the County. The certificate should also indicate if the cover is provided under a "claims made" or "per occurrence" form. If any cover is provided under a claims made form, the certificate will show a retroactive date (in instances of contract renewals or extensions), which should be the same date of the original/first contract or prior.
- (e) If the initial insurance expires prior to the completion of the work, renewal certificates shall be furnished thirty (30) days prior to the date of their expiration.
- 3. All construction supervision will be made by the Lowndes County Engineering Division. Final acceptance of the project will be made by the Director of Engineering Services and presented to the County Manager and Lowndes County Board of Commissioners for final payment.
- 4. Retainage shall be as follows: An amount of five (5) percent of the gross total invoiced amount will be retained throughout the project.
- 5. Retainage amounts shall be held until: a) all items on the punch list are resolved, b) a lien release is provided by the Contractor to the County for all Subcontractors and material suppliers, c) a final pay request is submitted to the County, or d) the project is accepted by the Lowndes County Board of Commissioners.
- 6. The Contractor represents that it has a current Occupational Tax Receipt from a local government in Georgia.
- 7. The Contractor shall obtain all necessary local, state, federal permits as required by law for the Work.
- 8. The Contractor shall be responsible for locating existing utilities and underground facilities that are indicated in the Contract Documents or that are known or reasonably should be known to exist in proximity to the Work.
- 9. The Contractor shall be responsible for, and promptly repair, any damage caused by the Contractor to the work of a separate contractor or to any property of the Owner or other property owner.
- 10. The Contractor shall notify the Lowndes County Engineering Division at least 24 hours prior to beginning any phase of work so that a County Inspector can be present.
- 11. All plans and drawings can be obtained from the office of the Lowndes County Engineering Division.
- 12. This Agreement will terminate immediately and absolutely as such time as appropriated

- and otherwise un-obligated funds are no longer available to satisfy the obligation of Lowndes County under this Agreement.
- 13. Should completion of any portion of the services be delayed for causes beyond the control or without the fault or negligence of the County including force majeure, the time for performance shall be extended for a period equal to the delay and the parties shall mutually agree on the terms and conditions upon which the services may be continued. Force majeure includes, but is not restricted to, acts of God or the public enemy, acts of the Government of the United States or of the several states, or any foreign country, or any of the preceding acts of contractors or agents, fires, floods, epidemics, riots, quarantine restrictions, strikes, civil insurrections, freight embargoes, and unusually severe weather.

### NOTICE TO PROCEED

### DESCRIPTION: Demolition for Lowndes County Fire Rescue Station 3

You are hereby notified to commence WORK, in accordance with the Agreement dated
, 2025 on or before, 2025 and you are to complete the
work within <u>60</u> consecutive calendar days thereafter. The date of substantial completion
of the work is therefore, 2025.
Lowndes County Board of Commissioners
BY:
TITLE:
ACCEPTANCE OF NOTICE
Receipt of the above NOTICE TO PROCEED is hereby acknowledged
Contractor: Standard Contractors, Inc. 720 Gil Harbin Industrial Blvd. Valdosta, GA 31601
This the day of
BY:
TITLE:
Employer Identification Number:

### DRUG-FREE WORKPLACE CERTIFICATION

The undersigned certifies that the provisions of code sections 1 through 50-24-6 of the official code of Georgia annotated, related to the "DRUG-FREE WORKPLACE ACT", have been complied with in full. The undersigned further certifies that:

- A Drug-Free workplace will be provided for the Contractor's employees during the performance of the contractor; and
- 2. Each Contractor who hires a sub-contractor to work in a Drug-Free workplace shall certification: secure from that sub-contractor the following written certifies to Lowndes County Standard Contractors, Inc. that a Drug-Free workplace will be provided for the Contractor's and/or subcontractor's employees during the performance of this contract known as **Demolition** for Lowndes County Fire Rescue Station 3, pursuant to paragraph (7) of subsection (B) of Code Section 50-24-3 OCGA. Also, the undersigned further certifies that he/ she will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the contract.

Standard Contractors, Inc.
Government or Sub-Contractor

October 7, 2025

Date

Title Larry Dean, President

### WAIVER OF LIEN

Know by all men by these presents, <u>Standard Contractors</u>, <u>Inc.</u> on the <u>Demolition for Lowndes County Fire Rescue Station 3</u>. Know that all bills for labor, materials, supplies, etc., and applicable state taxes in connection with the work of this project, and that there are no outstanding accounts whatsoever as a result of WORK performed on this project. Therefore, <u>Standard Contractors</u>, <u>Inc.</u> does hereby waive, release, and relinquish any and all right to claim any lien or liens for work done or material furnished, or any kind or class of lien whatsoever.

	Contractor	
BY:		
TITLE:		
DATE:		
	Notary Public	
	Date	-

GA Illegal Lowndes County, GA Immigration Reform and Enforcement Act Required Contract Addendum (Revised January 23, 2012)

Demolition for I ownder County

### STATE OF GEORGIA CONTRACTOR AFFIDAVIT AND AGREEMENT

The undersigned, who, after being duly sworn, states under oath and agrees to for and on behalf of the Contractor as follows:

- 1. By executing this Affidavit, the undersigned verifies the compliance of the Contractor with the Georgia Illegal Immigration Reform and Enforcement Act of 2011, Sections 2 and 3, as amended (O.C.G.A. § 13-10-90 et seq., the "Act") and Georgia Department of Labor Rules 300-10-1-.01 et seq. (and, for a contract or agreement relating to public transportation, with the rules regarding the Act of the Georgia Department of Transportation; the "GDOT Rules"), stating affirmatively that the individual, firm, or corporation which is contracting with the Board of Commissioners of Lowndes County, Georgia ("Lowndes County") has registered with, is authorized to use, is using, and will continue to use throughout the contract period, a Federal Work Authorization Program\* in accordance with the applicable provisions and deadlines established in the Act and Georgia Department of Labor Rule 300-10-1-.02 (and, for a contract or agreement relating to public transportation, established in the GDOT Rules).
- 2. The undersigned Contractor further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to the Contract with Lowndes County of which this Affidavit is a part, the undersigned Contractor will secure from such subcontractor(s) similar verification of compliance with the Act and Georgia Department of Labor Rules 300-10-1-.01 et seq. (and, for a contract or agreement relating to public transportation, verification of compliance with the GDOT Rules) through the subcontractor's execution of the subcontractor affidavit the Act and the rules and regulations thereunder. The undersigned Contractor further agrees to maintain records of such compliance and provide a copy of each such Affidavit and verification to Lowndes County within five (5) business days after the subcontractor(s) is retained to perform such service. The Affidavit from each subsequent contractor shall include the subcontractors (or sub-subcontractor's) name and address, E-verify/Federal Work Authorization Program user identification number and date of authorization to use the Federal Work Authorization Program, the name of the project, and the name of the public employer for the project.

#257859 Contractor's E-Verify/Federal Work Authorization Company Identification Number	Fire Rescue Station 3 Name of Project
September 28, 2009 Date of Authorization (Date Number Obtained)	Lowndes County Board of Commissioners Name of Public Employer

[Signatures continue on following page]

GA Illegal Lowndes County, GA Immigration Reform and Enforcement Act Required Contract Addendum (Revised January 23, 2012)

I DECLARE UNDER PENALTY OF PERJURY THAT TO IS TRUE AND CORRECT, AND AGREE TO THE FORE ON BEHALF OF THE CONTRACTOR.	
Moselva	October 7, 2025
BY: Authorized Officer or Agent of Contractor	Date
E I Williamor of Tigoth of Contractor	
Standard Contractors, Inc.	
Contractor's Name	
President	
Title of Authorized Officer or Agent of Contractor	
Larry Dean	
Printed Name of Authorized Officer or Agent of Contractor	ſ
720 Gil Harbin Industrial Blvd	
Valdosta, GA 31601	
Contractor's Address	
Sworn to and subscribed before me	
This 744 M Orifon 20 25	
This 7th day of October , 20 25	
A STONE STONE	
VEITIS , OTABLE SINCE	
The state of the s	
Notary Public C	

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

### Document A310<sup>TM</sup> – 2010

Conforms with The American Institute of Architects AIA Document 310

### **Bid Bond**

CONTRACTOR:

(Name, legal status and address)

SURETY:

(Name, legal status and principal place of business)

Standard Contractors, Inc.

720 Gil Harbin Industrial Blvd

Valdosta, GA 31601

Westfield Insurance Company

P.O. Box 5001

Westfield Center, OH 44251-5001

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

Lowndes County Board of Commissioners

327 N. Ashley Street

Valdosta, GA 31601

BOND AMOUNT: \$ 5%

Five Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

Demolition for Lowndes County Fire Rescue Station 3

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and scaled this

day of October, 2025

(Witness) Deborah

Standard Cont

(Principal)

Westfield Insurance Company

(Surety)

(Title) Brittany Manna

(Seal)

### **CERTIFIED COPY**

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.
Westfield Center, Ohio

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint Brittany Manna

of Alpharetta and State of GA its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver the following bond

Surety Bond Number: Bid Bond Principal: Standard Contractors, Inc.

Obligee: Lowndes County Board of Commissioners

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be It Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their Vice President, Surety and their corporate seals to be hereto affixed this 01st day of July A.D., 2025.

Corporate Seals Affixed SEAL SEAL

\$5.

SS.:



SEAL OF



WESTFIELD INSURANCE COMPANY WESTFIELD NATIONAL INSURANCE COMPANY OHIO FARMERS INSURANCE COMPANY

Gary W. Stumper, Vice President, Surety

On this 01st day of July A.D., 2025, before me personally came Gary W. Stumper to me known, who, being by me duly swom, did depose and say, that he resides in Medina, OH; that he is Vice President, Surety of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notanal Seal Affixed

State of Ohio County of Medina A LAL SAPE

David a llotsup

David A. Kotnik, Attorney at Law, *Notary Public*My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

I, Kathleen Golovan, Chief Administrative Officer & Corporate Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this October A.D., 2025

7th day of







Kathleen Golovan

Chief Administrative Officer & Corporate Secretary

Kathle Gol

# LOWNDES COUNTY BOARD OF COMMISSIONERS COMMISSION AGENDA ITEM

SUBJECT: Bid for Bemiss Road Right of Way Mowing

Work

DATE OF MEETING: October 28, 2025 Session/Regular

Session

BUDGET IMPACT: \$414,988.00

**FUNDING SOURCE:** 

(X) Annual

() Capital

() N/A

() SPLOST

() TSPLOST

### COUNTY ACTION REQUESTED ON: Bid for Bemiss Road Right of Way Mowing

HISTORY, FACTS AND ISSUES: The Lowndes County Public Works Department requested bids for Right of Way Mowing on Bemiss Road. Mowing will include the initial clean up, full cuts and the median. The State of Georgia will be reimbursing Lowndes County for the entire cost of the mowing. Public Works will maintain the contract. We received two (2) bids that met specifications.

	First Year	Initial Clean-up	Life of 5 year Contract
Outdoor Living - Valdosta, GA	\$74,940.00	\$25,000.00	\$414,988.00
Southern Acres - Valdosta, GA	\$86,400.00	\$12,000.00	\$473,269.80

OPTIONS: (1) Award the bid to Outdoor Living.

(2) Board's Pleasure

**RECOMMENDED ACTION: Board's Pleasure** 

DEPARTMENT: Finance DEPARTMENT HEAD: Stephanie Black

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

### GEORGIA, LOWNDES COUNTY.

# AGREEMENT AND SPECIFICATIONS FOR MOWING, EDGING, OTHER VEGETATION MANAGEMENT, AND COLLECTION OF DEBRIS ALONG CERTAIN RIGHT OF WAY OF BEMISS ROAD

THIS AGREEMENT (the "Agreement") made and entered into this 15<sup>th</sup> day of November, 2025, by and between \_Outdoor Living Southeast, (hereinafter "Contractor") and the BOARD OF COMMISSIONERS OF LOWNDES COUNTY, GEORGIA, (hereinafter referred to as the "County").

### WITNESSETH:

WHEREAS, the County desires to obtain and Contractor desires to provide mowing, weed eradication/vegetation management, and edging, and debris and trash collection, removal and lawful disposal services along the right of way of Bemiss Road to include the median (State Highway No. 125) from North Oak Street Extension to one (1) mile North of Moody Air Force Base's South Gate located in unincorporated Lowndes County, Georgia ("Bemiss Road Service Area");

NOW, THEREFORE, in consideration of the promises hereinafter contained and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Contractor and County hereby agree as follows:

## ARTICLE I CONTRACTOR'S RESPONSIBILITIES

- A. During the term of this Agreement, and in addition to its other obligations under this Agreement, Contractor shall mow all vegetation, perform weed eradication/vegetation management (including within any cracks and expansion joints of curbs and sidewalks), edge all curbs and sidewalks, and collect, remove and lawfully dispose of debris and trash (collectively, the "Maintenance Services") along the Bemiss Road Service Area. Such Maintenance Services shall be carried out twelve (12) times per year, approximately once per month, with the frequency depending on seasonal need as determined by the County. The County shall pay for such Maintenance Services in the amount and manner stipulated in Article III(A) of this Agreement.
- B. Notwithstanding anything to the contrary contained herein, the County may request that Contractor perform the Maintenance Services more often than twelve (12) times per year ("Additional Maintenance Services"). Contractor shall perform Additional Maintenance Services within two weeks of the County's request. The County shall pay for any Additional Maintenance Services performed by Contractor in the amount and manner stipulated in Article III(B) of this Agreement.
- C. All grass and vegetation debris and clippings shall be vacuumed or otherwise collected, removed from the Service Area, and lawfully disposed of in conjunction with the mowing, edging and other maintenance and services hereunder. Grass and other vegetation debris and clippings shall not be blown onto the road, right of way, or median nor shall Contractor allow clumps of grass and other vegetation clippings to be left on the ground.

- D. All grass and vegetation not cut with a mower shall be cut with a weed eater, except that Contractor may utilize an EPA licensed and approved herbicide applied by appropriately trained, experienced, and, as may be required by law, licensed, personnel of contractor and applied according to the herbicide's product label and appropriate safety, health and environmentally sound techniques to control vegetation growing in cracks and expansion joints of concrete and asphalt. Contractor shall not apply an herbicide to the areas surrounding any signs or power poles. Such sign and power pole areas must be cut with a weed eater. Contractor may apply an herbicide to curbs and sidewalks only.
- E. Contractor shall further furnish at its expense all labor, supplies, materials and equipment including fuel, oil and any other tools sufficient to properly and fully perform its obligations under this Agreement.
- F. Contractor shall fully comply at all times with the provisions of the Georgia Utility Facility Protection Act (O.C.G.A. 25-9-1 et seq.) and the Georgia High-Voltage Safety Act (O.C.G.A. 46-3-30 et seq.) as the same may be applicable to the Maintenance Services rendered hereunder.

### ARTICLE II TERM OF CONTRACT

- A. This Agreement is a one-year contract pursuant to the provisions of O.C.G.A 36-60-13. It shall commence on the 15th day of November, 2025 and terminate on the 14th day of November, 2026.
- B. Upon mutual agreement of the County and Contractor, this Agreement may be renewed for four (4) additional terms of one (1) year each, all commencing on the 15th day of November and terminating on November 14th of the next year.
- C. Either party may terminate this Agreement at any time upon at least sixty (60) days prior written notice.
- D. This Agreement will terminate immediately and absolutely at such time as appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of the County under this Agreement.

### ARTICLE III CONSIDERATION FOR AGREEMENT

A. For performing the Maintenance Services in accordance with the terms and conditions of this Agreement, the County shall pay the Contractor \_Seventy Four Thousand, Nine Hundred Forty Dollars (\$74,940.00) dollars annually, which shall be paid in equal monthly installments based upon the Contractor submitting a monthly invoice to the County for the monthly charges for the

Maintenance Services provided. This invoice shall be reviewed by the Director of Public Works of the County (hereinafter referred to as the "Director") or the designee of the Director and shall be paid only upon approval to be accurate by the Director or his Designee. Within thirty (30) days after receipt of Contractor's invoice, the County shall pay to Contractor all amounts due that are not in dispute.

If this Agreement is renewed for additional terms of one (1) year each, then the County shall pay the Contractor the following amounts to perform the Maintenance Services hereunder:

1st year renewal:	\$_76,440.00	annually (2% increase)
2 <sup>nd</sup> year renewal:	\$_77,964.00	annually (2% increase)
3 <sup>rd</sup> year renewal:	\$_79,524.00	annually (2% increase)
4 <sup>th</sup> year renewal:	\$ 81,160.00	annually (2% increase)

B. For performing the Additional Maintenance Services in accordance with the terms and conditions of this Agreement, the County shall pay the Contractor \$\_6,245.00\_\_ for each time the Additional Maintenance Services are requested and performed. The Contractor shall submit a monthly invoice to the County for any Additional Maintenance Services requested and provided. This invoice shall be reviewed by the Director or the designee of the Director and shall be paid only upon approval by the Director or his designee. Within thirty (30) days after receipt of Contractor's invoice, the County shall pay to Contractor all amounts due that are not in dispute.

### ARTICLE IV REPRESENTATIONS AND WARRANTIES OF CONTRACTOR

- A. The Contractor represents that it has, and will at all times during this Agreement maintain, a valid business license or occupation tax certificate from Lowndes County (or other applicable jurisdiction).
- B. The Contractor represents that, if it uses an herbicide to carry out any of its obligations under this Agreement, it has a valid Commercial Herbicide Applicator's license for Right of Way applications issued by the Department of Agriculture and shall use EPA registered herbicides in accordance with product label instructions and restrictions.
- C. The Contractor shall at all times during this Agreement maintain lawfully required worker's compensation and employers' liability insurance, with such limits as required by the Labor Code of the State of Georgia and employer liability limits of \$500,000 per accident. The Contractor represents that it has provided to the County a copy of its currently in effect workers' compensation and employers' liability insurance certificates, and will do so in the future upon request and at the beginning of each renewal term.
- D. The Contractor will maintain or carry in-force liability insurance, including personal injury liability, blanket liability, blanket contractual liability, and broad form property damage liability coverage, with a combined single limit for bodily injury and property damage of not less than one million dollars (\$1,000,000) at all times during this Agreement. This insurance shall designate the County as an additional insured. This insurance shall be non-cancelable during the duration of this Agreement except upon thirty (30) days prior written notice to the County. Cancellation of this insurance will be considered a material breach of this Agreement. The Contractor

represents that it has provided to the County a copy of its currently in effect liability insurance certificate, and will do so in the future upon request and at the beginning of each renewal term.

### ARTICLE V MISCELLANEOUS

- A. The County reserves the right to deal exclusively with \_\_Outdoor Living Southeast in all matters concerning this Agreement. Contractor may not subcontract out to or otherwise cause the Maintenance Services or any other services performed hereunder to be performed by third parties.
- B. This Agreement is in no way deemed to create a debt incurred by the County for the payment of any sum beyond the calendar year of execution, and in the case of the renewal(s) of the contract if any, beyond the calendar year of each respective renewal.
- C. Either party reserves the right to terminate this Agreement for non-compliance by the other party by issuing thirty (30) days written notice detailing such non-compliance to the non-performing party and such non-compliance is not corrected within such thirty (30) day period.
- D. Satisfactory performance of the terms of this Agreement rests in supervisory personnel selected by the Lowndes County Manager.
- E. If any conflicts between this Agreement and the Contractor's Bidding Proposal and Specifications arise, the terms of this Agreement are deemed to absolutely prevail.
- F. Employees, aides, staff, helpers, or any person who receives any form of consideration for services or who performs any services towards the performance by Contractor of this Agreement are deemed to be the sole responsibility of the Contractor for the purposes of all Workers' Compensation and insurance claims. The County reserves the right to oversee the performance of this Agreement only to the extent that the desired results are obtained. No recommendation or requirement or schedule in this Agreement shall be deemed to obligate the County under the Workers' Compensation Act to Contractor's employees, aides, staff, helpers or any persons who receives any form of consideration for services or who performs any services towards the performance of this Agreement.
- G. This Agreement constitutes the entire agreement and understanding among the parties hereto and supersedes and revokes any prior agreement or understanding relating to the subject matter of this Agreement. No change, amendment, termination or attempted waiver of any of the provisions herein shall be binding upon the other party unless reduced to writing and signed by all parties hereto.
- H. Nothing contained in the Agreement shall create a contractual relationship with or a cause of action in favor of a third party against the County.
- I. Contractor at all times is an independent contractor in providing services pursuant to this Agreement and not an agent or employee of the County. Contractor will pay in a timely

manner all income taxes, employment taxes, and other taxes relating to payments made to it by County pursuant to this Agreement.

- J. Contractor agrees to indemnify, save and hold harmless, and defend the County, its commissioners, officers, boards, employees and agents from and against any liability for damages and for any liability or claims resulting from property damage or bodily injuries (including accidental death), including the use of any herbicides or other chemicals used in performing its obligations under this Agreement which arise out of or relate to Contractor's operation and provision of the Maintenance Services and of Contractor's other obligations under this Agreement, or from Contractor's breach or violation of any of the terms of this Agreement, including in each case but not limited to, reasonable attorney's fees and cost if such fees and costs are deemed necessary by the County.
- K. This Agreement shall not be transferred or assigned by either party hereto without the prior written agreement by both parties. This Agreement and the rights of the parties hereunder shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.
- L. Any notices or communications required or permitted hereunder shall be sufficiently given if sent by Registered or Certified Mail, Return Receipt Requested, postage pre-paid, addressed as follows:

As to Contractor:

Outdoor Living Southeast 1420 Gornto Road Valdosta, GA 31602

### As to County:

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

Or to such address as shall be furnished by such notice to the other parties.

- M. The captions used in this Agreement are inserted for convenience only and shall not constitute a part hereof.
- N. If any provision of this Agreement, or application thereof to any person or circumstance shall to any extent be invalid, then such provision shall be modified if possible, to fulfill the intent of the parties as reflected in the original provisions of the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby, and each provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.
- O. This Agreement shall be governed and construed in accordance with the laws of the State of Georgia.

- P. Notwithstanding any other provision of this Agreement to the contrary, pursuant to O.C.G.A. § 36-60-13, this Agreement shall terminate absolutely and without further obligation on the part of the County at the close of the calendar year in which it was executed and at the close of each succeeding year for which it may be renewed pursuant to Article II of this Agreement. This Agreement states the total obligation of the County for the calendar year of execution and the total obligation which will be incurred in each calendar year of any renewal term. Title to any supplies, materials, equipment or other personal property shall remain in Contractor until fully paid by the County.
- Q. Exhibit "A" attached hereto and entitled, "Contract Addendum Georgia Illegal Immigration Reform and Enforcement Act," is an integral part of this Agreement, the terms and conditions of which shall be performed and carried out by the parties.

IN WITNESS WHEREOF, the parties hereto have each executed and delivered is Agreement as of the day and year first above written.

	CONTRACTOR
Outdoor Livii	ng Southeast
By:	
Name:	
	"COUNTY"
CEOP CV.	LOWNDES COUNTY,
GEORGIA	
By:	
Bill Slaughter	r, Chairman
Lowndes Cou	inty Board of Commissioners

"CONTRACTOR"

[SEAL]

### CONTRACT ADDENDUM GEORGIA ILLEGAL IMMIGRATION REFORM AND ENFORCEMENT ACT

This Addendum, entered into as of the _15th_ day	of November, 2025, is an addendum to
that certain contract entitledBemiss Road Mowing _	
dated November 15, 2025 (the "Contract") between	the Lowndes County Board of Commissioners
("Lowndes County") and _Outdoor Living Southeast	(the "Contractor") (Lowndes
County and the Contractor being collectively the "Parties").	

A fully-executed copy of each of this Addendum, Attachment I (hereinafter defined) and, if applicable, Attachment II (hereinafter defined) shall be included with any bid the Contractor submits regarding the proposed Contract. Said Contractor's bid shall not be considered by Lowndes County unless this Addendum, Attachment I and Attachment II (if applicable) are each fully-executed and attached as a part of such bid. In the event that Lowndes County accepts Contractor's bid, then this Addendum, Attachment I and Attachment II (if applicable) shall become a part of the contract of the Parties.

In consideration of the terms, conditions and obligations in the Contract, the Parties hereby agree as follows:

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

Lowndes County, GA GA Illegal Immigration Reform and Enforcement Act

Required Contract Addendum (revised February 1, 2012)

amended, by causing each such subcontractor to execute the subcontractor affidavit required by the Act and the rules and regulations thereunder, the form of which is attached as Attachment II and incorporated by reference herein, or a substantially similar subcontractor affidavit (the "Subcontractor Affidavit"). The Contractor further understands and agrees that the Contractor shall require the executed Subcontractor Affidavit to become a part of the agreement between the Contractor and each such subcontractor.

- 2. Require any employee, contractor, or subcontractor of Contractor or any subcontractors with respect to the Contract to also satisfy the requirements of this Contract Addendum.
- D. Upon contracting with a new subcontractor for purposes of or related to Contractor's duties and obligations under the Contract, Contractor or any applicable subcontractors shall, as a condition of any such contract or subcontract entered into for purposes of or related to Contractor's duties and obligations under the Contract, provide Lowndes County with written notice of the identity of any and all such subsequent subcontractors hired or contracted by Contractor or any applicable subcontractors. Such notice shall be provided within five (5) business days of entering into a contract or agreement for hire with any subcontractor. Such notice shall include an executed affidavit from each subsequent contractor in a form substantially similar to the attached Subcontractor Affidavit. Said Subcontractor Affidavit shall attest to the subcontractor's name and address, E-Verify/Federal Work Authorization Program user identification number and date of authorization to use the Federal Work Authorization Program, the name of the project, and the name of the public employer for the project.
- E. Any affidavit executed pursuant to this Contract Addendum and the Act shall be considered an open public record under O.C.G.A. § 50-18-70 et seq.; provided, however, that any information protected from public disclosure by federal law or by Article 4 of Chapter 18 of Title 50 of O.C.G.A shall be redacted. Lowndes County shall maintain any affidavits executed pursuant to this Contract Addendum for five years from the date of receipt. The Contractor shall maintain records of each subcontractor affidavit required hereunder for inspection at any time by the State of Georgia, or Lowndes County.

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

# By: \_\_\_\_\_\_\_\_[SEAL] Bill Slaughter, Chairman Attest: \_\_\_\_\_\_\_ Belinda C. Lovern, Lowndes County Clerk [NAME OF CONTRACTOR] Until Our Living Southeast By: \_\_\_\_\_\_\_ Attest: \_\_\_\_\_\_\_

LOWNDES COUNTY BOARD OF COMMISSIONERS

### **Attachment I**

STATE OF GEORGIA LOWNDES COUNTY

Date of Authorization

### CONTRACTOR AFFIDAVIT AND AGREEMENT

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

1.

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

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

845000 Contractor's E-verify/Federal Work Authorization	Bemiss Road m	Bemiss Road Mowing Name of Project	
Program User Identification Number			
10-9-2025	Lowndes County Board of Commissioners		

Name of Public Employer

[Signatures continue on following page]

I DECLARE UNDER PENALTY OF PERJURY THAT IS TRUE AND CORRECT, AND AGREE TO THE FOON BEHALF OF THE CONTRACTOR.		
MM	10-9-25	
BY: Authorized Officer or Agent of Contractor	Date	
Outdoor Living Souther Contractor's Name	<b>18</b> c	
Ceo		
Title of Authorized Officer or Agent of Contractor		
Charles Brent Moore Tr. Printed Name of Authorized Officer or Agent of Contract	etor	
1420 Gornto Rd.	en es promo alla comuni	
Valdosta Ga 31402		
Contractor's Address	•	

Sworn to and subscribed before me This day of <u>0CTO DEL</u>, 2025

Oly Holy W



CRYSTAL YORK NOTARY PUBLIC LOWNDES COUNTY State of Georgia by Comm. Expires Dec 15, 2028

My commission expires: 12-15-2028

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

### Attachment II

STATE OF GEORGIA LOWNDES COUNTY

### SUBCONTRACTOR AFFIDAVIT AND AGREEMENT

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

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

84500 Subcontractor's E-verify/Federal Work Authorization Program User Identification Number	Bemiss Road Mowing
10-9-25	
Date of Authorization	Contractor Hiring Subcontractor
	Lowndes County

Name of Public Employer

**Board of Commissioners** 

[Signatures continue on following page]

I DECLARE UNDER PENALTY OF PERJURY THAT THE FOREGOING		
IS TRUE AND CORRECT, AND AGREE TO THE FOREGOING FOR AND		
ON BEHALF OF THE SUBCONTRACTOR.		
MM/ 10-9-25		
BY: Authorized Officer or Agent of Subcontractor Date		
Outdoor Living Southeast Subcontractor's Name		
CEO		
Title of Authorized Officer or Agent of Subcontractor		
Charles Brent Moore Jr.  Printed Name of Authorized Officer or Agent of Subcontractor		
1420 Gornto Rd.		
Subcontractor's Address		

My commission expires: 12-15-28



CRYSTAL YORK NOTARY PUBLIC LOWNDES COUNTY State of Georgia My Comm. Expires Dec 15, 2028

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