

LOWNDES COUNTY BOARD OF COMMISSIONERS PROPOSED AGENDA

WORK SESSION, WEDNESDAY, NOVEMBER 12, 2025, 8:30 A.M. REGULAR SESSION, WEDNESDAY, NOVEMBER 12, 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 October 27, 2025 & Regular Session October 28, 2025

Recommended Action:

Documents:

5. Appointment

a. Greater Lowndes Planning Commission

Recommended Action: Board's Pleasure

Documents:

b. Lowndes County Library Board

Recommended Action: Board's Pleasure

Documents:

6. Public Hearing

a. REZ-2025-16 Copeland Road Subdivision, 2480 Copeland Rd, ~18ac, County Utilities, R-10/c to R-10

Recommended Action: Option 2

Documents:

7. For Consideration

a. 2026 Holiday Schedule

Recommended Action: Approve

Documents:

b. 2026 Commission Meeting Calendar

Recommended Action: Approve

Documents:

8. Bid

a. Local Bridge Replacement Project 0019937 Jumping Gully Road at Bevel Creek Memorandum of Agreement

Recommended Action: Approve

Documents:

- 9. Reports County Manager
- 10. Citizens Wishing To Be Heard Please State Your Name and Address
- 11. Adjournment

LOWNDES COUNTY BOARD OF COMMISSIONERS COMMISSION AGENDA ITEM

DATE	OF MEETING: November 12, 2025	Work Session/Regular Session
BUDG	GET IMPACT:	
FUND	DING SOURCE:	
()	Annual	
()	Capital	
(X)	N/A	
()	SPLOST	
()	TSPLOST	
COUN	NTY ACTION REQUESTED ON: Appoint/Reappoint a Member	
expire	DRY, FACTS AND ISSUES: The term of Mr. Tommy Willis on the Good october 25, 2025. Mr. Willis has expressed an interest in being appointed to the boar	ng reappointed to the board. Mr. John

OPTIONS: 1. Appoint/reappoint a member.

SUBJECT: Greater Lowndes Planning Commission

2. Board's Pleasure

RECOMMENDED ACTION: Board's Pleasure

<u>DEPARTMENT</u>: County Manager <u>DEPARTMENT HEAD</u>: Paige Dukes

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

Lowndes County Board/Agency Appointee Information Sheet - Submission #194

Date Submitted: 10/23/2025

Date:	Board/Agency Applyi	ing For:	
10/23/2025	Planning Commission	Appointment	//
Last Name		First Name	
Willis		William (Tomr	ny)
Street Address		// L	City/State/Zip
			Valdosta GA 31601
Phone Number		Email Addres	s
		/4	11
Occupation		-	
Farmer, CEO of Souther	n Regional EMS, Paramedic		
Professional Experienc	e		
20+ yrs on planning com	mission, business owner, farm	ner.	
Knowledge & Skills			
Being on the board for 20	+ years, business owner as a	a decision making body	
What knowledge or skills appointed?	do you possess that would co	ontribute to the Board/A	gency to which you are requesting to be
Please list the Board/A	gency that you have been o	r are currently a memb	per of:
Greater Lowndes Plannir	g Commission		
Extra Activities & Comr	nunity Organizations		
On advisory board at Wi	regrass Technical College		
Please list any extracurrio	cular activities and/or commu	nity organizations vou a	re affiliated with.

Print

Lowndes County Board/Agency Appointee Information Sheet - Submission #196

Date:

Board/Agency Applying For:

11/6/2025	Greater Lowndes Planning Commission
Last Name	First Name
McCall	John
Street Address	City/State/Zip
	31602
Phone Number	Email Address
Occupation	
Architecture / Construction	ו

Professional Experience

I have worked in the field of Architecture and Construction in Lowndes County for 20 years. Through my projects completed and clients served, I have extensive experience dealing with residential and commercial property development.

Knowledge & Skills

Experience developing projects that are directly affected by zoning ordinances, and local state and federal building codes, all local utility departments and providers, and state and local transportation departments. My extensive experience includes developing projects for all the major employers within Valdosta and Lowndes County including projects for Lowndes County, City of Valdosta, South Georgia Medial Center, Valdosta State University, Lowndes County Schools, and Moody Air Force Base, as well as area businesses and institutions. As a result, I have in-depth knowledge of the Greater Lowndes County Planning Commission's requirements and their effects on building projects. My tenure on the Zoning Board of Appeals has given me a greater knowledge and appreciation of the overarching plan for the growth of Lowndes County. I feel that I can use that to contribute to the GLPC's work of carefully managing that growth through the policies and ordinances which govern it.

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

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

- -Lowndes Valdosta Zoning Board of Appeals: January 2013 to present/Chairman since 2019
- -Suwannee-Satilla Regional Water Planning Council; since 2020
- -Harley Langdale, Jr. College of Business Advisory Board: Member since 2005/past Chairman

Extra Activities & Community Organizations

Volunteer: Second Harvest of South GA

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

LOWNDES COUNTY BOARD OF COMMISSIONERS COMMISSION AGENDA ITEM

SUBJECT: Lowndes County Library Board

2. Board's Pleasure

RECOMMENDED ACTION: Board's Pleasure

DEPARTMENT: County Manager

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

DATE OF MEETING: November 12, 2025	Work Session/Regular Session
BUDGET IMPACT:	
FUNDING SOURCE:	
() Annual	
() Capital	
(X) N/A	
() SPLOST	
() TSPLOST	
COUNTY ACTION REQUESTED ON: Appointing a Mem	ber
HISTORY, FACTS AND ISSUES: Ms. Catherine Ammons leaving an unexpired term that will expire June 2026. Wisenbaker, have all expressed interest in being appoint	Dr. Kendal Crawford, Mr. Dean Poling, and Mr. Gary
OPTIONS: 1. Appoint a member.	

DEPARTMENT HEAD: Paige Dukes

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Lowndes County Board/Agency Appointee Information Sheet

Save Progress

Date:	Board/Agency Applying For:			
10/09/2025	Lowndes Coun	Lowndes County Library Board		
Last Name		First Nam	e	
Crawford	Crawford Dr. Kendal			
Street Address			City/State/Zip	
			Valdosta GA 31602	
Phone Number		Email Address		
Occupation				
Director of Ins	tructional Technolog	gy and Media	Services: Valdosta City	

Professional Experience

Valdosta State University 1 Card System Administrator and Manager Cook High School Librarian

Valdosta High School Computer Science and Business Education Teacher

Director Instructional Technology & Media Services Valdosta City Schools

Certified in Library and Media Services Doctorate Degree in Education

Knowledge & Skills

As an experienced educator, I bring a deep understanding of literacy development, curriculum design, and the barriers that prevent students from reading at grade level. I have worked directly with students, families, and fellow educators to implement evidence-based strategies that support literacy growth, particularly among struggling readers.

My background also includes collaborating with community organizations to bridge the gap between schools and local resources—something the library is uniquely positioned to support. I understand how critical early exposure to reading is, and I can help the library board create or enhance programming that directly addresses the needs of our student population.

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

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

Coastal Plains RESA Library Advisory Board Member Cook County Library Board Member

Extra Activities & Community Organizations

One of my most meaningful community involvements has been with the

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

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Email address

kendal.crawford@gocats.org

This field is not part of the form submission.

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Print

Lowndes County Board/Agency Appointee Information Sheet - Submission #193

Date Submitted: 10/20/2025

Date:	Board/Agency Applying For:		
10/20/2025	South Georgia Regional Library Bo	pard of Trustees	
Last Name	Firs	st Name	
Poling	De	an	//
Street Address		City/State/Zip	
		31605	//
Phone Number	Em	ail Address	
			/2
Occupation			
Retired editor with The Vald	osta Daily Times & The Tifton Gazette	/ Freelance reporter & writer, etc.	//

Professional Experience

Worked full time with The Valdosta Daily Times for 34 years with various positions, including editor; served three years as Tifton Gazette editor, while simultaneously overseeing daily operations at The Valdosta Daily Times; served as CNHI state editor for Georgia; several years on the Times editorial board, etc.

Knowledge & Skills

As reporter and editor covered the library and its programs for decades; have written book reviews for newspaper for the past 25-plus years, etc.

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

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

Does not apply

Extra Activities & Community Organizations

As a representative of the newspaper was involved with numerous organizations in terms of coverage. More closely associated with various area arts organizations, including Peach State Summer Theatre; led the newspaper's role in the annual toy drive with the Empty Stocking Fund; Honor Flight program, etc.

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

Print

Lowndes County Board/Agency Appointee Information Sheet - Submission #195

Date Submitted: 10/30/2025

Date:	Board/Agency Applyir	ng For:		
10/30/2025	South Georgia Regiona	al Library Board		//
Last Name		First Name		
Wisenbaker		Gary		
Street Address			City/State/Zip	
			Valdosta	4
Phone Number		Email Addres	SS	
		/2		
Occupation				
Realtor				
Professional Experienc	ee			//

Attorney, 1980-2012; Realtor 2025-present; Political consultant, 2012-2016; Columnist, 2016-present

Knowledge & Skills

Writer (Author, How Great is his Mercy, Trilogy Publishing); communications; leadership

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

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

Past member and chair, South Georgia Regional Library Board (2017-2013); Member, VLMPO

Extra Activities & Community Organizations

Membership Chair, Valdosta North Rotary; past State Chair, Georgia Young Republicans; Editorial Board, Valdosta Daily Times; former Member, Georgia Student Finance Commission; past Chair, Red Cross of South Georgia; VSO choir and Musical Union;

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

LOWNDES COUNTY BOARD OF COMMISSIONERS COMMISSION AGENDA ITEM

SUBJECT: REZ-2025-16 Copeland Road Subdivision, 2480 Copeland Rd, ~18ac, County Utilities, R-10/c to R-10

DATE OF MEETING: November 12, 2025

Work
Session/Regular
Session

BUDGET IMPACT: N/A
FUNDING SOURCE:

() Annual
() Capital
(X) N/A

() SPLOST () TSPLOST

COUNTY ACTION REQUESTED ON: REZ-2025-16 Copeland Road Subdivision, 2480 Copeland Rd, ~18ac, County Utilities, R-10/c to R-10

HISTORY, FACTS AND ISSUES: This request seeks to remove several of the Conditions that were placed on the property as a result of REZ-2018-07[1], which was ultimately approved for R-10 by a vote of (3-2-1) with the following Conditions:

- 1. All lots, including the existing residence, shall front interior roads.
- 2. If there are any proposed entrances off of Lester Road, then the developer will be required to pave Lester Road from the entrance to Copeland Road. The Developer will also be responsible for the design, any acquisition of necessary right-of-way, relocation of utilities, and construction costs for the paving of Lester Road from the development's southernmost entrance to Copeland Road.
- 3. The developer will be required to construct a pedestrian crossing and sidewalk from the subdivision to Lowndes Middle School. The Developer will be responsible for the design, relocation of utilities, and construction costs for those improvements.
- 4. All lots adjacent to the western border and the southern border of the subject property shall meet or exceed a minimum lot width of 100'.
- 5. No manufactured homes or mobile homes.
- 6. No two-family or duplex residences.
- 7. Minimum lot size of 1/3 acre lots (14,520 sq. ft.) instead of ¼ acre lots.

The subject property is within the Urban Service Area, Valdosta Airport (VLD) Overlay, a drastic groundwater recharge area, and Suburban Character Area, which recommend R-10 zoning. The subject property possesses road frontage on Copeland Rd and Lester Rd, a county-maintained major collector and local road respectively, with proposed access from Copeland Rd only.

The TRC analyzed the request, the standards governing the exercise of zoning power set forth in 10.01.05 of the ULDC, and factors most relevant to this application, including the neighboring land uses and lot sizes, the availability of County Utilities, the nearby existing school campus (Lowndes Middle), the adjacent undeveloped Board of Education owned property, and some of the previously imposed conditions that have

already been resolved or are under GDOT guidelines, and therefore recommends approval of the request for R-10 zoning with the following conditions:

- 1. All new lots shall front interior roads.
- 2. All lots adjacent to the western border and the southern border of the subject property shall meet or exceed a minimum lot width of 100'.
- 3. No manufactured homes or mobile homes.
- 4. No two-family or duplex residences.
- 5. Minimum lot size of 1/3 acre lots (14,520 sq. ft.) along the southern border instead of ¼ acre lots.

At the Planning Commission, the applicant's engineer spoke in favor of the request, with brief discussion about the existing versus proposed conditions and the rising costs of development. No one spoke in opposition, and the GLPC voted unanimously (9-0) to recommend Approval with the five (5) new TRC Conditions.

[1] REZ-2015-17 and REZ-2016-23 were both previously denied by the LCBOC (October 13th 2015; 3-0-1 vote and January 10th 2016; 4-0-1 vote (Both Abstentions Commissioner Marshall)). Within both of those cases, the TRC recommended for approval with conditions (Frontage and Paving). The GLPC recommended for denial in the 2015 case by a 5-1 vote (Hall) and voted for approval in the 2016 case by a 6-2 vote (Raker and Willis). Previous public hearings included both those speaking for and against the case. Those speaking against the case have provided petitions with multiple signatures. Between both public hearings opposition to the case seemed to focus on the proposed increase in density, adding to the traffic congestion in the area associated with Lowndes Middle School, and other effects of additional population in the area e.g., noise, decreased privacy, etc.

OPTIONS: 1) Approve

2) Approve with Conditions

3) Table4) Deny

RECOMMENDED ACTION: Option 2

DEPARTMENT: Planning/Zoning DEPARTMENT HEAD: Jason Davenport

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

John Owens 14 Murray Blvd. Lakeland, GA 31635

October 1, 2025

Lowndes County Board of Commissioners 327 N. Ashley St., 2rd Floor Valdosta, GA 31601

To whom it may concern:

The purpose of this rezoning request is to rezone the subject property from R-10 with conditions to R-10 without conditions in order to allow for development use of the property as a single-family residential subdivision consistent with surrounding land uses and the adopted future land use map.

This rezoning will enable the property owner to develop and build a 41-lot single-family residential subdivision consistent with the by-right uses permitted under the R-10 zoning classification.

The proposed rezoning aligns with the adopted land use plan, which designates the area for Suburban Density Residential. The surrounding area is predominantly zoned R-A, R-10, or other single-family residential classifications. Rezoning to R-10 without conditions will maintain the existing residential pattern and character of the neighborhood.

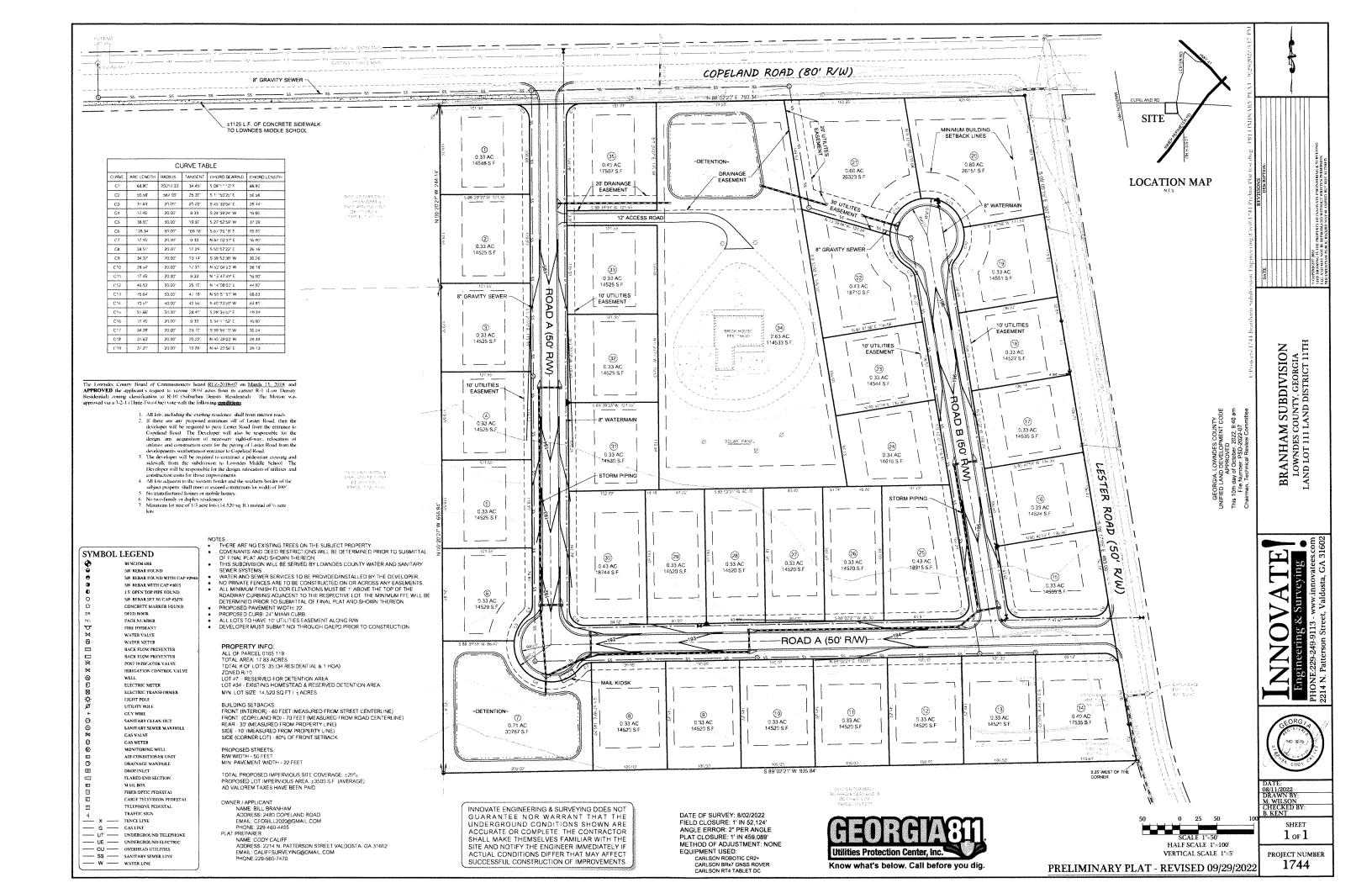
The subject property will be served by existing public infrastructure, including water, sewer, and road access and no additional public facility improvements are required to support the proposed use.

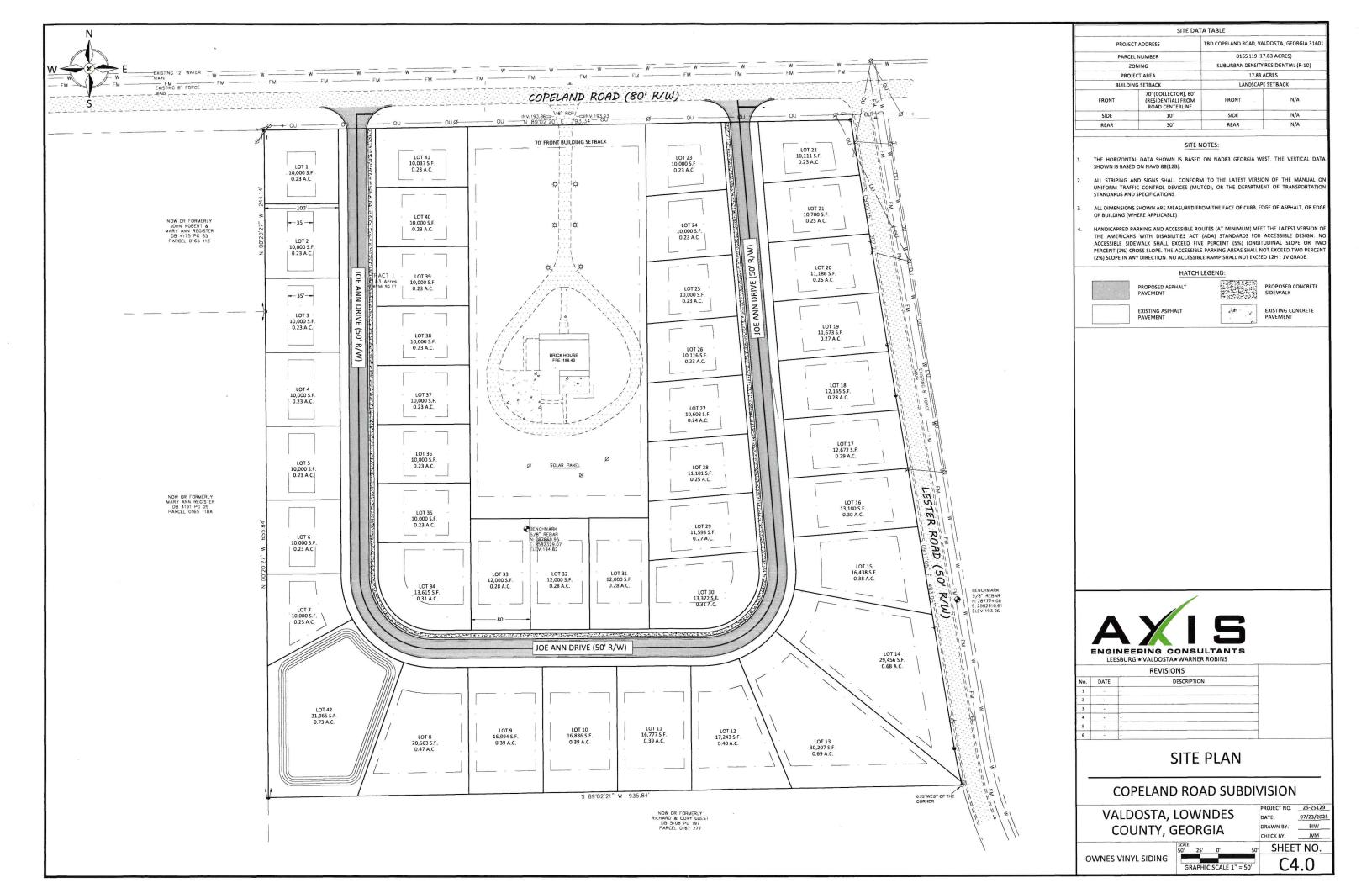
We respectfully request approval of this rezoning application to R-10 without conditions, as it is consistent with the comprehensive plan, compatible with adjacent land uses, and appropriate for the character of the surrounding neighborhood.

Thank you for your consideration in this matter.

Sincerely,

John Owens



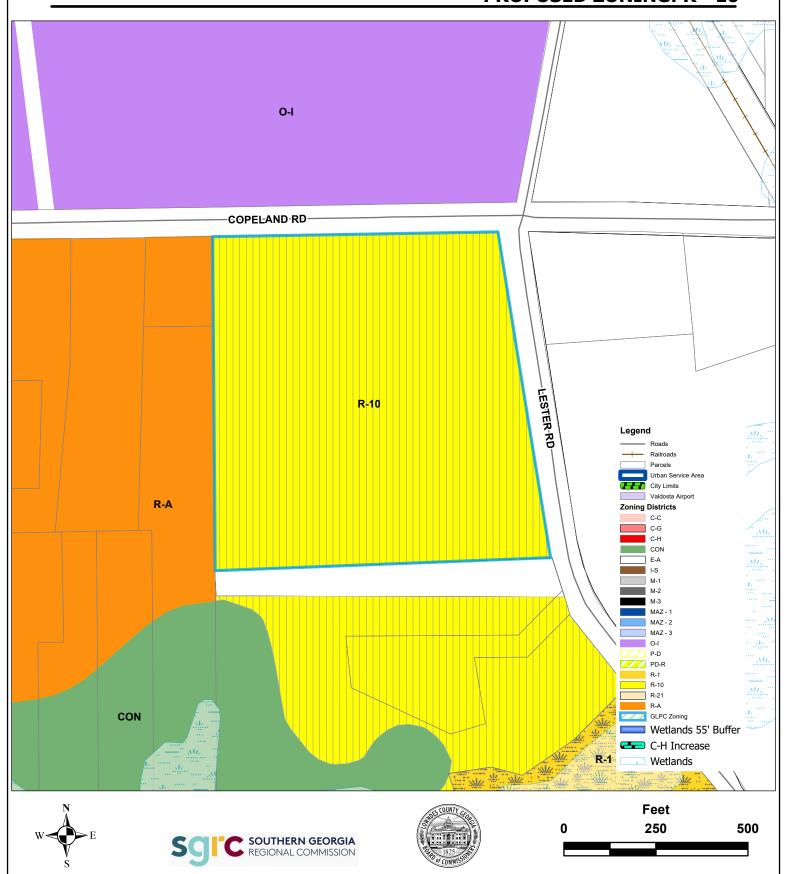


REZ-2025-16

Zoning Location Map

Copeland Road Subdivision Rezoning Request

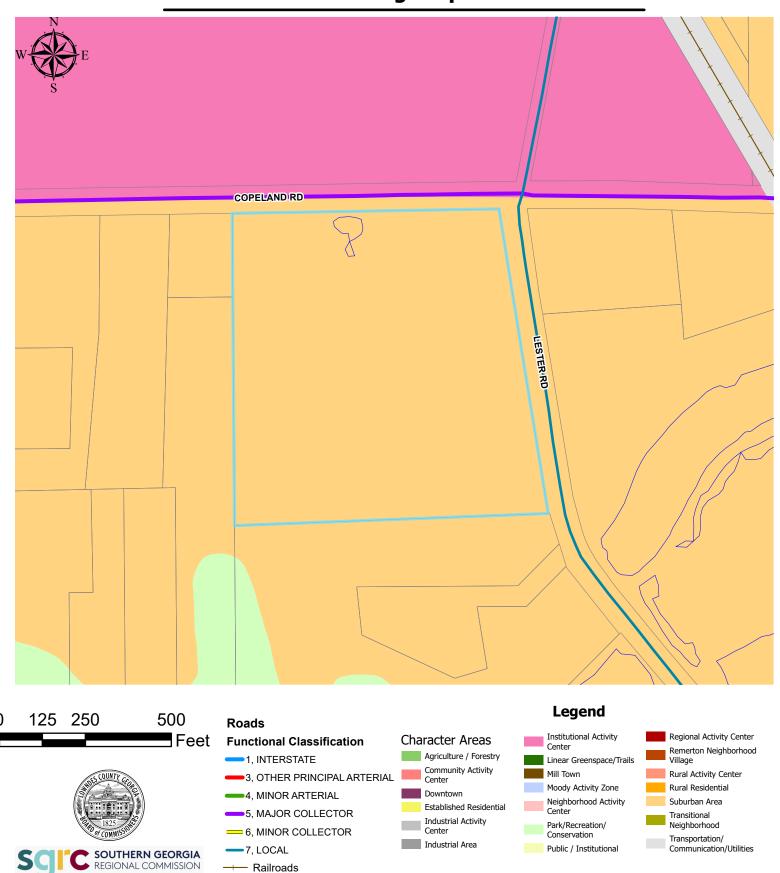
CURRENT ZONING: R - 10/Conditions PROPOSED ZONING: R - 10



REZ-2025-16

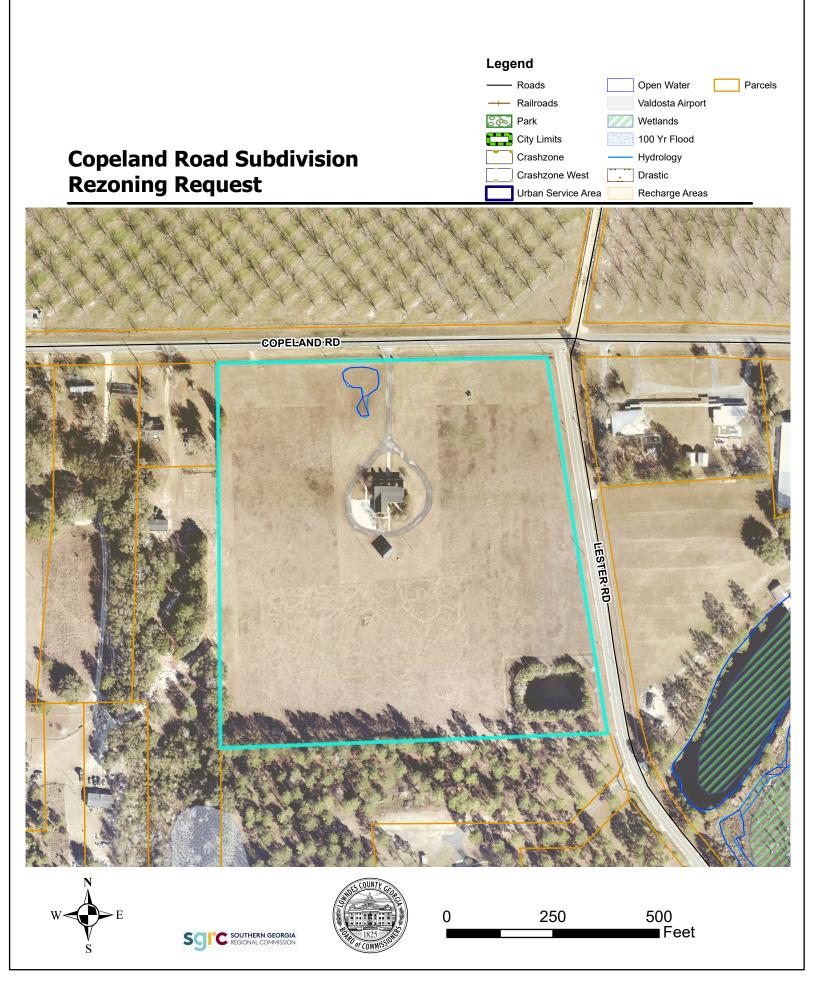
Future Development Map

Copeland Road Subdivision Rezoning Request



REZ-2025-16

WRPDO Site Map



LOWNDES COUNTY BOARD OF COMMISSIONERS COMMISSION AGENDA ITEM

SUBJECT: 2026 Holid	lay Schedule		
DATE OF MEETING:	November 12, 2025		Work Session/Regular Session
BUDGET IMPACT:			Jession
FUNDING SOURCE:			
() Annual			
() Capital			
(X) N/A			
() SPLOST			
() TSPLOST			
COUNTY ACTION RE	QUESTED ON: Approva	al of the 2026 Holiday Sche	edule
Schedule is being pr		ssion for consideration. Lo	ry Personnel Policy, the 2026 Holiday owndes County currently observes ten (10)
Policy.	ve the 2026 Holiday Scl s Pleasure	hedule in accordance with	the current Lowndes County Personnel
RECOMMENDED AC	TION: Approve		
<u>DEPARTMENT</u> : Hum	an Resources	DEPARTMENT HEAD	: Kevin Beals
ADMINISTRATIVE CO	OMMENTS AND RECON	AMENDATIONS:	

V-2 Holidays

Policy:

For all regular full-time employees, a "Holiday" is defined by this policy as eight (8) hours in length and employees on Holiday leave will be compensated at his or her regular rate times eight (8) hours.

Application:

All full-time employees.

Provisions:

1. Holidays Observed

A. New Year's Day
Martin L. King's Birthday
Good Friday
National Memorial Day
Juneteenth
Independence Day
Labor Day
Veterans Day
Thanksgiving Day and the Day After
Christmas Eve
Christmas Day

B. If the Holiday falls on a Sunday, it will be observed on the Monday following the Holiday. If the Holiday falls on a Saturday, it will be observed the Friday before the Holiday.

2. Eligibility for Holiday Pay

- A. The employee must be a regular full-time employee.
- B. An employee who takes unauthorized leave on either the day before or after the holiday will not receive Holiday pay and will be subject to disciplinary action.

3. Holidays Worked

An employee required to work on a holiday shall be given a compensated day off, at a later time, if the County's staffing needs permit, or receive additional pay at his or her hourly rate for time worked. However, if the compensated day off is not

available due to the County's benefit staffing needs, the employee will receive the additional pay in lieu of the compensated day off.

Responsibility:

Supervisors are responsible for completing a report stipulating the employees who worked holidays and who are eligible to be paid overtime. If a supervisor is in doubt as to an employee's eligibility for overtime for holidays worked, the Director and the County Manager should be contacted for guidance.



Memorandum

To: All Agencies

From: Human Resources

Date: November 12, 2025

Subject: 2026 Holiday Schedule

According to the Lowndes County Personnel Manual, the holiday schedule for 2026 is as follows:

Thursday January 1, 2026 New Year's Day

Monday January 19, 2026 Martin Luther King Birthday

Friday April 3, 2026 Good Friday

Monday May 25, 2026 National Memorial Day

Friday June 19, 2026 Juneteenth

Friday July 3, 2026 Independence Day - Observed

Monday September 7, 2026 Labor Day

Wednesday November 11, 2026 Veterans Day

Thursday November 26, 2026 Thanksgiving Day

Friday November 27, 2026 Thanksgiving Holiday

Thursday December 24, 2026 Christmas Eve

Friday December 25, 2026 Christmas Day

Friday January 1, 2027 New Year's Holiday – (2027)

LOWNDES COUNTY BOARD OF COMMISSIONERS COMMISSION AGENDA ITEM

		Work
DATE	OF MEETING: November 12, 2025	Session/Regular
		Session
BUDG	GET IMPACT:	
FUND	DING SOURCE:	
()	Annual	
()	Capital	
(X)	N/A	
()	SPLOST	
()	TSPLOST	
COUN	NTY ACTION REQUESTED ON: 2026 Commission Meeting Ca	lendar
	DRY, FACTS AND ISSUES: The calendar provided for the Coming Dates for 2026. The Commission is asked to review and dar.	
OPTIC	DNS: 1. Approve 2. Board's Pleasure	

RECOMMENDED ACTION: Approve

SUBJECT: 2026 Commission Meeting Calendar

<u>DEPARTMENT</u>: County Manager <u>DEPARTMENT HEAD</u>: Paige Dukes

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

Commission Meeting Schedule & Holidays

Meeting Dates

January 12, 13, 26, 27 February 9, 10, 23, 24 March 9, 10, 23, 24 April 13, 14, 27, 28 May 11, 12, 26 June 8, 9, 22, 23 July 13, 14, 27, 28 August 10, 11, 24, 25 September 8, 21, 22 October 12, 13, 26, 27 November 9, 10 December 7, 8

Holidays

January 1 - New Year's Day
January 19 - MLK Birthday
April 3 - Good Friday
May 25 - Memorial Day
June 19 - Juneteenth
July 3 - Independence Day Observed
September 7 - Labor Day
November 11 - Veterans Day
November 26 - Thanksgiving Day
November 27 - Thanksgiving Holiday
December 24 - Christmas Eve
December 25 - Christmas Day

ACCG Annual Conf. - April 23-26, 2026



2026

January S M T W T F S H 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 H 20 21 22 23 24 25 26 27 28 29 30 31	February S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28	March S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	April S M T W T F S 1 2 H 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30
May S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 H 26 27 28 29 30 31	June S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 H 20 21 22 23 24 25 26 27 28 29 30	July S M T W T F S 1 2 H 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	August S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31
September S M T W T F S 1 2 3 4 5 6 H 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30	October S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	November S M T W T F S 1 2 3 4 5 6 7 8 9 10 H 12 13 14 15 16 17 18 19 20 21 22 23 24 25 H H 28 29 30	December S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 H H 26 27 28 29 30 31

LOWNDES COUNTY BOARD OF COMMISSIONERS COMMISSION AGENDA ITEM

SUBJECT: Local Bridge Replacement Project 0019937 Jumping Gully Road at Bevel Creek Memorandum of Agreement

Work

DATE OF MEETING: November 12, 2025

Session/Regular

Session

BUDGET IMPACT: \$50,000.00

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: Local Bridge Replacement Project Jumping Gully Road

HISTORY, FACTS AND ISSUES: The Jumping Gully Road Bridge Replacement at Bevel Creek, 6 miles SW of Lake Park, has been added to the Statewide Transportation Improvement Plan. As part of this project, Lowndes County is responsible for providing \$50,000.00 to the Georgia Department of Transportation for the Right of Way contributions. The current project let date for this project is July 15, 2028.

OPTIONS: 1. Approve and authorize the Chairman to sign the Memorandum of Agreement.

2. Redirect.

RECOMMENDED ACTION: Approve

DEPARTMENT: Engineering DEPARTMENT HEAD: Chad McLeod

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

MEMORANDUM OF AGREEMENT BY AND BETWEEN GEORGIA DEPARTMENT OF TRANSPORTATION AND LOWNDES COUNTY FOR

RIGHT OF WAY

THIS MEMORANDUM OF AGREEMENT (the "Agreement") is made and entered into as of ______ (the "Effective Date"), by and between the GEORGIA DEPARTMENT OF TRANSPORTATION, an agency of the State of Georgia (hereinafter called the "DEPARTMENT" or "GDOT"), and LOWNDES COUNTY, acting by and through its Chairman and Board of Commissioners (hereinafter called the "LOCAL GOVERNMENT").

WHEREAS, PI No. <u>0019937</u> - <u>JUMPING GULLEY RD at BEVEL CREEK, 6 MI SW OF LAKE PARK</u> (hereinafter called "PROJECT") has been added to the Statewide Transportation Improvement Plan; and

WHEREAS, the DEPARTMENT policy requires, and the LOCAL GOVERNMENT has agreed, that the LOCAL GOVERNMENT shall fund a portion of the DEPARTMENT expenses associated with Right of Way ("ROW") Phase (hereinafter called the "ROW Phase") for the PROJECT; and

WHEREAS, the DEPARTMENT has determined guidance for estimating the amount contributed by each Local Government for ROW contributions for each PROJECT based on the level of complexity for the particular project; and

WHEREAS, the LOCAL GOVERNMENT has agreed to pay the amount for the ROW Phase to the DEPARTMENT as set forth herein; and

WHEREAS, the Constitution authorizes intergovernmental agreements whereby state and local entities may contract with one another "for joint services, for the provision of services, or for the joint or separate use of facilities or equipment; but such contracts must deal with activities, services or facilities which the parties are authorized by law to undertake or provide." Ga. Constitution Article IX, §III, ¶I(a).

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

1. **RECITALS.** The recitals set forth above are true and correct and are incorporated into this Agreement.

2. PAYMENT BY THE LOCAL GOVERNMENT TO THE DEPARTMENT

- a. Based on the assessed level of complexity and subject to the provisions of this Section 2 of the Agreement, the LOCAL GOVERNMENT shall be responsible for providing payment in the amount of <u>fifty thousand dollars (\$50,000.00)</u> to the DEPARTMENT within thirty (30) days from the date listed on the GDOT invoice and billing request.
- b. All payments by the LOCAL GOVERNMENT to the DEPARTMENT shall be sent to the following address:

For payments made by check:

Georgia Department of Transportation P.O. Box 932764 Atlanta, GA 31193-2764

- c. If there is an unused balance after completion of all the phases of the PROJECT for the PROJECT, pending audit by the DEPARTMENT, the remainder will be refunded to the LOCAL GOVERNMENT.
- d. The DEPARTMENT will prepare Specific Activity Agreements for funding applicable to other PROJECT activities, such as right of way, utilities and construction phases, when appropriate.
- e. Both the LOCAL GOVERNMENT and the DEPARTMENT hereby acknowledge that Time is of the Essence.
- f. If, for any reason, the LOCAL GOVERNMENT does not make payment to the DEPARTMENT pursuant to Section 2(a) above, the DEPARTMENT reserves the right, where applicable, to delay or cancel the PROJECT.

3. COMPLIANCE WITH APPLICABLE LAWS.

- a. The undersigned, on behalf of the LOCAL GOVERNMENT, certifies that the provisions of Sections 45-10-20 through 45-10-28 of the Official Code of Georgia Annotated ("O.C.G.A.") relating to Conflict of Interest and State employees and officials trading with the State have been complied with in full.
- b. The provisions of O.C.G.A. §50-24-1 through 50-24-6 of the Official Code of Georgia Annotated relating to the ""Drug Free Workplace Act"" have been complied with in full, as stated in **Appendix A** of this Agreement.
- c. The LOCAL GOVERNMENT has read and understands the regulations for the State Audit Requirement and will comply in full with said provisions of O.C.G.A. § 36-81-7.
- d. By execution of this Agreement, the undersigned, on behalf of the LOCAL GOVERNMENT, certify under penalty of law that the LOCAL GOVERNMENT is in compliance with the service delivery strategy law (O.C.G.A. § 36-70-1 et seq.) and is not debarred from receiving financial assistance from the State of Georgia.
- e. The LOCAL GOVERNMENT hereby agrees that it shall comply with all applicable requirements of the American with Disabilities Act of 1990 (ADA), 42 U.S.C. 12101, et seq. and 49 U.S.C. 322; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 791; and regulations and amendments thereto.
- f. The LOCAL GOVERNMENT hereby agrees that it shall comply with O.C.G.A. § 25-9-1 et. seq, Georgia Underground Facility Protection Act, CALL BEFORE YOU DIG 1-800-282-7411.
- g. Pursuant to O.C.G.A. § 13-10-91, the LOCAL GOVERNMENT is and shall be at all times, in compliance with the Federal Work Authorization Program. LOCAL GOVERNMENT agrees that it will comply with all E-Verify and Title VI requirements and execute any documents reasonably required related to such compliance.
- h. The LOCAL GOVERNMENT hereby agrees that it shall not discriminate on the basis of age, race, color, sex, national origin, religion or disability and that it shall comply, at a minimum, with the following Georgia laws: the Georgia Age Discrimination Act (O.C.G.A. § 34-1-2 et seq.); the Georgia Equal Employment for Persons with Disabilities Code (O.C.G.A. 34-6A-1 et seq.); and the Sex Discrimination in Employment (O.C.G.A. 34-5-1 et seq.). The LOCAL GOVERNMENT further agrees that it will comply with any and all state

and federal laws not specifically stated herein addressing discrimination to the extent that such is applicable.

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

4. MISCELLANEOUS

a. Any notices, requests, demands or other communications that may be required hereunder, shall be in writing and transmitted via hand delivery, overnight courier, or certified mail to the Parties at the respective addresses set forth below. Notices may also be sent by email provided that the recipient acknowledges receipt. Notices will be deemed to have been given when received, unless otherwise noted in the Agreement.

GEORGIA DEPARTMENT OF	LOWNDES COUNTY
TRANSPORTATION	
Attn: Neoma Walker	Attn:
Title: Bridge Program Manager	Title:
Address: 600 West Peachtree NW,	Address:
Atlanta, GA 30308	
Phone: 404-985-1545	Phone:
Email: nwalker@dot.ga.gov	Email:

- b. The individual signing this Agreement on behalf of each party represents and warrants that (s)he has the actual authority to sign this Agreement on behalf of such party, and to bind such party to the terms and conditions of this Agreement.
- c. This Agreement may be modified or amended only by means of a written document executed on behalf of all parties to this Agreement.
- d. The section and paragraph headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.
- e. The covenants herein contained shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.
- f. If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions shall remain in force and unaffected to the fullest extent permitted by law and regulation.
- g. Nothing contained herein shall be construed as conferring upon or giving to any person, other than the parties hereto, any rights or benefits under or by reason of this Agreement.
- h. It is mutually agreed between the parties hereto that this Agreement shall be deemed to have been executed in Fulton County, Georgia, and that all questions of interpretation and construction shall be governed by the laws of the State of Georgia.

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

[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, the DEPARTMENT and the LOCAL GOVERNMENT have caused these presents to be executed under seal by their duly authorized representatives as of the Effective Date.

GEORGIA DEPARTMENT OF	LOWNDES COUNTY
TRANSPORTATION	
Ву:	Ву:
Name: Russell McMurry	Name:
Title: Commissioner	Title:
Attest:	Attest:
Name:	Name:
Title:	Title:
	This Agreement approved by Local Government, theday of, 20
	FEIN:

APPENDIX A CERTIFICATION OF LOCAL GOVERNMENT DRUG FREE WORKPLACE

eby certify tha	at I am	a princ	cipal and	duly aut	horized rep	resentative	e of		_
ss is						and it	is also certi	ified that:	
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GOVERNMI	ENT tha	t a dru							
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dispensation	, posses		_						
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The provisions of Section 50 24 1 through 50 24 6 of the Official Code to the ""Drug Free Workplace Act"" have been complied with in full; A drug free workplace will be provided for the LOCAL GOVERNI performance of the contract; and Each subcontractor hired by the LOCAL GOVERNMENT shall be subcontractor's employees are provided a drug free workplace. T secure from that subcontractor the following written certification: ""As part of the subcontracting agreement with GOVERNMENT that a drug free workplace will be provided for t during the performance of this contract pursuant to paragraph (7) Code of Georgia Annotated Section 50 24 3""; and It is certified that the undersigned will not engage in unlawful m dispensation, possession, or use of a controlled substance or mariju	The provisions of Section 50 24 1 through 50 24 6 of the Official Code of Georgia to the ""Drug Free Workplace Act"" have been complied with in full; and A drug free workplace will be provided for the LOCAL GOVERNMENT's emperformance of the contract; and Each subcontractor hired by the LOCAL GOVERNMENT shall be required a subcontractor's employees are provided a drug free workplace. The LOCAL secure from that subcontractor the following written certification: ""As part of the subcontracting agreement with cer GOVERNMENT that a drug free workplace will be provided for the subcont during the performance of this contract pursuant to paragraph (7) of subsection Code of Georgia Annotated Section 50 24 3""; and It is certified that the undersigned will not engage in unlawful manufacture dispensation, possession, or use of a controlled substance or marijuana during	A drug free workplace will be provided for the LOCAL GOVERNMENT's employees during the performance of the contract; and Each subcontractor hired by the LOCAL GOVERNMENT shall be required to ensure that the subcontractor's employees are provided a drug free workplace. The LOCAL GOVERNMENT shall secure from that subcontractor the following written certification: ""As part of the subcontracting agreement with

Title:_____

APPENDIX B CERTIFICATION OF COMPLIANCES WITH STATE AUDIT REQUIREMENT

I hereb	y cer	tify that I am a principal and duly authorized representative of whose address
is		and it is also certified that:
	DD/	OCUPEAGNIT DEGUIDEAGNITC
I. The hel		OCUREMENT REQUIREMENTS isted provisions of State Procurement requirements shall be complied with throughout the Agreement period:
THE DEI		Provisions of Chapters 2 and Chapters 4 of the Title 32 of the Official Code of Georgia Annotated. Specifically,
	(ω)	as to the County the provisions of O.C.G.A. § 32-4-40 et seq. and as to the Municipality the provisions of
		O.C.G.A. § 32-4-92 et seq.
II.	STA	ATE AUDIT REQUIREMENT
The pro	visic	ons of Section 36-81-7 of the Official Code of Georgia Annotated, relating to the "Requirement of Audits" shall
be com	plied	d with throughout the contract period in full, including but not limited to the following provisions:
	(a)	Each unit of local government having a population in excess of 1,500 persons or expenditures of \$550,000.00
		or more shall provide for and cause to be made an annual audit of the financial affairs and transactions of all
		funds and activities of the local government for each fiscal year of the local government.
	(b)	The governing authority of each local unit of government not included above shall provide for and cause to
		be made the audit required not less often than once every two fiscal years.
	(c)	The governing authority of each local unit of government having expenditures of less than \$550,000.00 in
		that government's most recently ended fiscal year may elect to provide for and cause to be made, in lieu of
		the biennial audit, an annual report of agreed upon procedures for that fiscal year.
	(d)	A copy of the report and any comments made by the state auditor shall be maintained as a public record for
		public inspection during the regular working hours at the principal office of the local government. Those units
		of local government not having a principal office shall provide a notification to the public as to the location
		of and times during which the public may inspect the report.
	(e)	Provisions of Section Chapters 2 and Chapters 4 of the Title 32 of the Official Code of Georgia Annotated.
III.	SER	RVICE DELIVERY STRATEGY REQUIREMENT
The pro	visic	ons of Section 36-70-20 et seq. of the Official Code of Georgia, relating to the "Coordinated And
		sive Planning and Service Delivery By Counties And Municipalities", as amended, has been complied with
through	nout	the Agreement period.
	Dat	te Signature
		Name:
		Title:

Appendix C GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contractor's Name:	LOWNDES COUNTY
Solicitation/Contract No./	JUMPING GULLEY RD at BEVEL CREEK, 6 MI SW OF LAKE PARK
Call No. or Project Description:	

CONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, entity or corporation which is engaged in the physical performance of services on behalf of the Georgia Department of Transportation has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10- 91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number (EEV/E-Verify Company Identification Number)	Date of Authorization
Name of Contractor	
I hereby declare under penalty of perjury that the foregoing is true and correct	
Printed Name (of Authorized Officer or Agent of Contractor)	Title (of Authorized Officer or Agent of Contractor
Signature (of Authorized Officer or Agent)	Date Signed
SUBSCRIBED AND SWORN BEFORE ME ON THIS THE DAY OF,	
Notary Public	[NOTARY SEAL]
My commission expires:	

CERTIFICATION OF COMPLIANCE WITH ANNUAL IMMIGRATION REPORTING REQUIREMENTS/ NO SANCTUARY POLICY/FEDERAL LAW ENFORCEMENT COOPERATION

By executing this document, the undersigned duly authorized representative of the Local Governing Body, certifies that the Local Governing Authority:

- 1) has filed a compliant Annual Immigration Compliance Report with the Georgia Department of Audits & Accounts ("GDA&A") for the preceding calendar year required by O.C.G.A. § 50-36-4(b), or has been issued a written exemption from GDA&A from doing so;
- 2) has not enacted a "Sanctuary Policy" in violation of O.C.G.A. § 36-80-23(b); and,
- 3) is in compliance with O.C.G.A. §§ 35-1-17 *et seq.* regarding its obligation to cooperate with federal immigration enforcement authorities to deter the presence of criminal illegal aliens.

As an ongoing condition to receiving funding from the Georgia Department of Transportation, the Local Governing Body shall continue to remain fully compliant with O.C.G.A. §§ 50-36-4, 36-80-23 and 35-1-17 *et seq.* for the duration of time the subject agreement is in effect.

Signature of Authorized Officer or Agent
Printed Name of Authorized Officer or Agent
Title of Authorized Officer or Agent
Date