



LOWNDES COUNTY BOARD OF COMMISSIONERS  
PROPOSED AGENDA  
WORK SESSION, MONDAY, DECEMBER 8, 2025, 8:30 A.M.  
REGULAR SESSION, TUESDAY, DECEMBER 9, 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. Presentations**

- a. GFOA Distinguished Budget Presentation Award  
Recommended Action:  
Documents:
- b. Georgia Firefighters Burn Foundation Check Presentation (Work Session)  
Recommended Action:  
Documents:
- c. Historic Preservation Award Presentation by Daughters of the American Revolution (Regular Session)  
Recommended Action:  
Documents:
- d. Recognition of EMA Director Ashley Tye for receiving the Prestigious Clayton R. Christopher Memorial Award by the International Association of Emergency Managers (Regular Session)  
Recommended Action:  
Documents:

**5. Minutes For Approval**

- a. Work Session & Regular Session - November 12, 2025  
Recommended Action: Approve  
Documents:

**6. Appointment**

- a. Greater Lowndes Planning Commission  
Recommended Action: Board's Pleasure  
Documents:
- b. Lowndes County Board of Assessors  
Recommended Action: Board's Pleasure  
Documents:
- c. Lowndes County Library Board  
Recommended Action: Board's Pleasure

Documents:

- d. Valdosta-Lowndes County Conference Center and Tourism Authority

Recommended Action: Board's Pleasure

Documents:

## **7. Public Hearing**

- a. Basic Decorative Street Lighting Districts – Grove Pointe, Phase V, Sec. 3, The Landings, Phase 4, and Val Del Estates, Phases 4 & 5

Recommended Action: Approve

Documents:

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

Recommended Action: Option 2

Documents:

- c. REZ-2025-17 Shiloh Road, ~8.2 ac 6641 Shiloh Road, E-A to R-A, Well & Septic

Recommended Action: Approve

Documents:

## **8. For Consideration**

- a. FY2027 5311 Rural Transit Authorizing Resolution

Recommended Action: Adopt

Documents:

- b. Abandonment of Grice Road

Recommended Action: Option 1

Documents:

- c. PI# 0016280 Twin Lakes Road Paving and Drainage Improvements Georgia Power Relocation Agreement

Recommended Action: Option 1

Documents:

- d. PI 0016280 Twin Lakes Road Right of Way Purchases for Parcels 19 and 20

Recommended Action: Option 1

Documents:

- e. PI 0016280 Twin Lakes Road Right of Way Purchases for Parcels 2, 6, and 10

Recommended Action: Option 1

Documents:

- f. Transportation Investment Act (TIA) Local Delivery Application for Hickory Grove Road Shoulder Widening and Skipper Bridge Road Shoulder Widening

Recommended Action: Option 1

Documents:

- g. Transportation Investment Act (TIA) Local Delivery Application for Val Del Road Widening

Recommended Action: Option 1



Documents:

- h. Design-Build Contract for Lowndes County Animal Shelter  
Recommended Action: Option 1  
Documents:
- i. Quit Claim Deed (QCD) for Navigable Waters, LLC at 4939 Bemiss Road  
Recommended Action: Option 1  
Documents:
- j. Adoption of 2027 Budget Calendar  
Recommended Action: Adopt  
Documents:
- k. 2026 Public Defender Contracts  
Recommended Action: Approve  
Documents:
- l. 2026 ACCG Workers' Compensation Insurance Renewal  
Recommended Action: Board's Pleasure  
Documents:
- m. 2026 Stop Loss Insurance Coverage Renewal  
Recommended Action: Board's Pleasure  
Documents:
- n. Enhancement and Innovation/Law Enforcement Grant  
Recommended Action: Board's Pleasure  
Documents:
- o. Motorola Migration Assurance Plan (MAP)  
Recommended Action: Approve  
Documents:

**9. Bid**

- a. LAS Pump Station Upgrade  
Recommended Action: Approve  
Documents:

**10. Reports - County Manager**

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

**12. Adjournment**

LOWNDES COUNTY BOARD OF COMMISSIONERS  
COMMISSION AGENDA ITEM

SUBJECT: GFOA Distinguished Budget Presentation Award

DATE OF MEETING: December 9, 2025

Work  
Session/Regular  
Session

BUDGET IMPACT:

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: GFOA Distinguished Budget Presentation Award

HISTORY, FACTS AND ISSUES: The Government Finance Officers Association (GFOA) of the United States and Canada is pleased to announce that Lowndes County has received GFOA's Distinguished Budget Presentation Award for its Fiscal Year 2026 Budget. The award represents a significant achievement and reflects a commitment to meeting the highest recognized guidelines for effective budget presentation. These guidelines assess how well an entity's budget serves as a policy document, a financial plan, an operations guide and a communications device. Budgets must be rated proficient or higher in all four categories and in fourteen mandatory criteria within those categories to receive the award. There are over 1,700 participants in the award program throughout the United States and Canada. Lowndes County has received this award for twenty consecutive years.

OPTIONS:

RECOMMENDED ACTION:

DEPARTMENT: Finance

DEPARTMENT HEAD: Stephanie Black

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

LOWNDES COUNTY BOARD OF COMMISSIONERS  
COMMISSION AGENDA ITEM

SUBJECT: Recognition of EMA Director Ashley Tye for receiving the  
Prestigious Clayton R. Christopher Memorial Award by the  
International Association of Emergency Managers (Regular Session)

Regular Session

DATE OF MEETING: December 9, 2025

BUDGET IMPACT:

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON:

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HISTORY, FACTS AND ISSUES: The Awards & Recognition Committee of the U.S. Council of the International Association of Emergency Managers (IAEM-USA) recently selected Ashley Tye, AEM, as the 2025 recipient of the prestigious Clayton R. Christopher Memorial Award. Ashley was recognized and presented with the award during the President's Banquet and Awards Program at the 73rd IAEM Annual Conference in Louisville, Kentucky. The Clayton R. Christopher Memorial Award recognizes the career achievements of an emergency management director at the local level of government for outstanding contributions and commitment to a local emergency management program. A peer nominated Ashley for this award, and his nomination packet included letters of recommendation and support from a number of the local partners with whom he works, further highlighting his commitment to his community. Beyond his operational excellence, Ashley was selected for this award for his humility, mentorship, and genuine care for people. He has elevated preparedness across his region and inspired countless others through his leadership and service.

OPTIONS:

RECOMMENDED ACTION:

DEPARTMENT: Emergency Management

DEPARTMENT HEAD: Ashley Tye

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

LOWNDES COUNTY BOARD OF COMMISSIONERS  
COMMISSION AGENDA ITEM

SUBJECT: Greater Lowndes Planning Commission

DATE OF MEETING: December 9, 2025

Work  
Session/Regular  
Session

BUDGET IMPACT:

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: Appoint/Reappoint a Member

HISTORY, FACTS AND ISSUES: The term of Mr. Tommy Willis on the Greater Lowndes Planning Commission expired October 25, 2025. Mr. Willis has expressed an interest in being reappointed to the board. Mr. John McCall has also expressed an interest in being appointed to the board.

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

RECOMMENDED ACTION: Board's Pleasure

DEPARTMENT: County Manager

DEPARTMENT HEAD: Paige Dukes

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

**Print**

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

**Date Submitted: 10/23/2025**

**Date:**

10/23/2025

**Board/Agency Applying For:**

Planning Commission Appointment

**Last Name**

Willis

**First Name**

William (Tommy)

**Street Address**

**City/State/Zip**

Valdosta GA 31601

**Phone Number**

**Email Address**

**Occupation**

Farmer, CEO of Southern Regional EMS, Paramedic

**Professional Experience**

20+ yrs on planning commission, business owner, farmer.

**Knowledge & Skills**

Being on the board for 20+ years, business owner as a decision making body

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:**

Greater Lowndes Planning Commission

**Extra Activities & Community Organizations**

On advisory board at Wiregrass Technical College

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

**Print**

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

**Date Submitted: 11/6/2025**

**Date:**

11/6/2025

**Board/Agency Applying For:**

Greater Lowndes Planning Commission

**Last Name**

McCall

**First Name**

John

**Street Address**

.

**City/State/Zip**

31602

**Phone Number**

**Email Address**

**Occupation**

Architecture / Construction

**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 Board of Assessors

DATE OF MEETING: December 9, 2025

Work  
Session/Regular  
Session

BUDGET IMPACT:

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: Appointing/Reappointing a Member

HISTORY, FACTS AND ISSUES: The term of Mrs. Felicia Williams will expire December 31, 2025. Mrs. Williams has expressed a desire to continue to serve on the board. Mrs. Gretchen Quarterman has also expressed a desire to serve on the board.

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

RECOMMENDED ACTION: Board's Pleasure

DEPARTMENT: County Manager

DEPARTMENT HEAD: Paige Dukes

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:



**Print**

**Lowndes County Board/Agency Appointee Information Sheet - Submission #192**

**Date Submitted: 10/15/2025**

**Date:**

10/15/2025

**Board/Agency Applying For:**

Board of Assessors

**Last Name**

Quarterman

**First Name**

Gretchen

**Street Address**

**City/State/Zip**

Hahira, GA 31632

**Phone Number**

**Email Address**

**Occupation**

self employed /retired

**Professional Experience**

Professional Experience: Professional Experience: 20 years in technology at the University at Buffalo  
10 years in technology start-ups and self employment  
15 years in volunteer community service  
4 years as Lowndes County Tax Assessor

**Knowledge & Skills**

I have previously been a Lowndes County Tax Assessor

I have taken and passed the following classes from the Department of Revenue

C1VT: Course I: Certification for Assessors Virtual Training Online Training Completed - Passed 10/26/2020 AM 92.0 40.0

CSAA: Compliance Standards for Assessors and Appraisers Jekyll Island Convention Center Completed - Passed 07/19/2021 AM 75.0 20.0

CUWVT: CAVEAT Update Workshop Virtual Training Online Training Completed - Passed 11/15/2021 AM 20.0

ES: Specialized Assessments Workshop Southern Regional Technical College - Tifton Completed - Passed 06/13/2022 AM 85.0 20.0

EX: Exempt Properties Workshop Southern Regional Technical College - Tifton Completed - Passed 06/15/2022 PM 96.0 20.0

GAAA: Georgia Assessor Administration Jekyll Island Convention Center Completed - Passed 07/17/2023 AM 94.0 20.0

CA: Course IA: Assessment Fundamentals for Appraisers Uga Tifton Campus Conference Center Completed - Passed 09/25/2023 AM 90.0 40.0

I am always looking for ways to serve the community in a meaningful way and the Board of Assessors is a good match for my technical and analytical skills.

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

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

I previously served 12 years on the Zoning Board of Appeals and 4 years as a Lowndes County Tax Assessor.

**Extra Activities & Community Organizations**

I continue to be active in the WWALS Watershed Coalition a group focused on water advocacy. I am the South Georgia coordinator for Georgia EPD Adopt A Stream training program. I attend most Board of Commissioners meeting and Planning Commission meetings and publish videos of the same for community information

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

**Print**

**Lowndes County Board/Agency Appointee Information Sheet - Submission #197**

**Date Submitted: 11/12/2025**

**Date:**

11/12/2025

**Board/Agency Applying For:**

Board of Tax Assessors

**Last Name**

Williams

**First Name**

Felicia

**Street Address**

**City/State/Zip**

Valdosta, GA 31601

**Phone Number**

**Email Address**

felicia.williams@lowndescounty.com

**Occupation**

Chairman of the Lowndes County Board of Tax Assessors

**Professional Experience**

26 years in the Tax Commissioners office most of which was as the Deputy Tax Commissioner.

6 1/2 years as a board member of the Lowndes County Tax Assessors Office, of which 5 years was served as chairman.

**Knowledge & Skills**

A combine of 32 1/2 years of experience along with all class hours and certifications from the Georgia Department of Revenue that is needed to serve on the Board of Tax Assessors.

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 County Board of Tax Assessors

**Extra Activities & Community Organizations**

Pastor of Hosanna Baptist Church and participate in serval activities to benefit the community.

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

DATE OF MEETING: December 9, 2025

Work  
Session/Regular  
Session

BUDGET IMPACT:

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: Appointing a Member

HISTORY, FACTS AND ISSUES: Ms. Catherine Ammons resigned from the Lowndes County Library Board, leaving an unexpired term that will expire June 30, 2026. Dr. Kendal Crawford, Mr. Dean Poling, and Mr. Gary Wisenbaker, have all expressed interest in being appointed to fill the unexpired term.

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

RECOMMENDED ACTION: Board's Pleasure

DEPARTMENT: County Manager

DEPARTMENT HEAD: Paige Dukes

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

## Form Center

My Forms

### Lowndes County Board/Agency Appointee Information Sheet

Save  
Progress

Date:

Board/Agency Applying For:

10/09/2025

Lowndes County Library Board

Last Name

First Name

Crawford

Dr. Kendal

Street Address

City/State/Zip

Valdosta GA 31602

Phone Number

Email Address

Occupation

Director of Instructional Technology 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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reCAPTCHA is changing its terms of  
service. Take action.  
[Privacy](#) - [Terms](#)

☒ Receive an email copy of this form.

## Email address

kendal.crawford@gocats.org

This field is not part of the  
form submission.

Submit

**Print**

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

**Date Submitted: 10/20/2025**

**Date:**

10/20/2025

**Board/Agency Applying For:**

South Georgia Regional Library Board of Trustees

**Last Name**

Poling

**First Name**

Dean

**Street Address**

.

**City/State/Zip**

31605

**Phone Number**

**Email Address**

**Occupation**

Retired editor with The Valdosta 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:**

10/30/2025

**Board/Agency Applying For:**

South Georgia Regional Library Board

**Last Name**

Wisembaker

**First Name**

Gary

**Street Address**

**City/State/Zip**

Valdosta

**Phone Number**

**Email Address**

**Occupation**

Realtor

**Professional Experience**

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: Valdosta-Lowndes County Conference Center and Tourism  
Authority

DATE OF MEETING: December 9, 2025

Work  
Session/Regular  
Session

BUDGET IMPACT:

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: Appointing a Member

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HISTORY, FACTS AND ISSUES: The term of Mr. Jonathan Vigue will expire December 31, 2025. Mr. Donald Spiller, III, Vice President and General Manager of Wild Adventures Theme Park has expressed an interest in being appointed to the board.

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

RECOMMENDED ACTION: Board's Pleasure

DEPARTMENT: County Manager

DEPARTMENT HEAD: Paige Dukes

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

**Print****Lowndes County Board/Agency Appointee Information Sheet - Submission #199****Date Submitted: 12/4/2025****Date:**

12/4/2025

**Board/Agency Applying For:**

Valdosta-Lowndes County Conference Center and Tourism Authority Board

**Last Name**

Spiller III

**First Name**

Donald

**Street Address****City/State/Zip**

Valdosta/GA/31602

**Phone Number****Email Address****Occupation**

Vice President &amp; General Manager - Wild Adventures

**Professional Experience**

31 years of experience in the hospitality industry working at theme parks and water parks operated by Six Flags, Palace Entertainment and Herschend Family Entertainment.

**Knowledge & Skills**

Business Management.

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:**

Santa Clarita Valley Sheriff's Foundation, Santa Clarita Valley Veteran Services Collaborative.

**Extra Activities & Community Organizations**

None at the moment due to my recent move to Valdosta.



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

LOWNDES COUNTY BOARD OF COMMISSIONERS  
COMMISSION AGENDA ITEM

SUBJECT: Basic Decorative Street Lighting Districts – Grove Pointe,  
Phase V, Sec. 3, The Landings, Phase 4, and Val Del Estates, Phases 4  
& 5

DATE OF MEETING: December 9, 2025

Work  
Session/Regular  
Session

BUDGET IMPACT:

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: Basic Decorative Street Lighting Districts – Grove  
Pointe, Phase V, Sec. 3, The Landings, Phase 4, and Val Del Estates, Phases 4 & 5

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HISTORY, FACTS AND ISSUES: This request concerns Petitions to add 52 lots of Phase V, Section 3 of The Grove Pointe Subdivision, 52 lots of Phase 4 of The Landings Subdivision, and 49 lots of Phases 4 and 5 of The Val Del Estates Subdivision into the County's basic decorative street lighting district under the Street Lighting Ordinance. For reference, staff has verified that the Petitions are ready for LCBOC consideration, including the verification that at least 2/3 of the owners' signatures for the proposed lot additions have been obtained, and testing the financial solvency of the addition. Additionally, notice for the proposed district has been advertised in the VDT and signs have been posted to advertise the public hearing on the Petition. The current charge for the basic decorative street lighting district is \$61.50 per lot per year.

Staff recommends adding the 52 lots of Phase V, Section 3 of The Grove Pointe Subdivision, 52 lots of Phase 4 of The Landings Subdivision, and 49 lots of Phases 4 and 5 of The Val Del Estates Subdivision into the County's basic decorative street lighting district as defined on the petitions into the County's basic decorative street lighting district through approval of the attached amendment to the current Street Lighting Ordinance.

OPTIONS: 1) Approve the amendment to the Street Lighting Ordinance and accept the lots as described.  
2) Redirect

RECOMMENDED ACTION: Approve

DEPARTMENT: Planning/Zoning

DEPARTMENT HEAD: JD Dillard

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

**ORDINANCE**

AN ORDINANCE (“SIXTEENTH AMENDMENT”) BEING THE SIXTEENTH AMENDMENT TO THAT CERTAIN ORDINANCE (“STREET LIGHTING ORDINANCE”) CREATING SPECIAL DISTRICTS FOR PROVIDING STREET LIGHTING THEREIN, FOR THE LEVY AND COLLECTION OF SPECIAL ASSESSMENTS TO PAY THE COST OF PROVIDING STREET LIGHTING THEREIN, AND FOR OTHER PURPOSES, ADOPTED BY THE BOARD OF COMMISSIONERS OF LOWNDES COUNTY ON MARCH 27, 2018.

WHEREAS, Brandon Wells, (“Petitioner”) submitted to the County Manager Petitions for the Addition of Lots 17 through 39B, 101 through 114, and 135 through 148 comprising Phase V, Section 3 of The Grove Pointe Subdivision, to the Basic Decorative Street Lighting District for the purpose of such Lots receiving Basic Decorative Street Lighting (the “Petition”; copies of which are attached hereto as Attachment I);

WHEREAS, Fleming Williams, (“Petitioner”) submitted to the County Manager Petitions for the Addition of Lots 91 through 143 of Phase 4 of The Landings Subdivision, to the Basic Decorative Street Lighting District for the purpose of such Lots receiving Basic Decorative Street Lighting (the “Petition”; copies of which are attached hereto as Attachment II);

WHEREAS, Sarah Parris, (“Petitioner”) submitted to the County Manager Petitions for the Addition of Lots 13 through 43, 90 through 106, comprising Phases 4 and 5 of The Val Del Estates Subdivision, to the Basic Decorative Street Lighting District for the purpose of such Lots receiving Basic Decorative Street Lighting (the “Petition”; copies of which are attached hereto as Attachment III);

WHEREAS, Notice of the Petitions and the public hearing before the Board of Commissioners at which the Petitions are presented was published in the official legal organ of Lowndes County at least one time no less than ten (10) days prior to such public hearing; and

WHEREAS, the Petitions are found to meet the requirements of the Street Lighting Ordinance for presentation to the Board of Commissioners for its consideration and approval, including without limitation pursuant to Section 7(t) of the Street Lighting Ordinance.

NOW, THEREFORE, BE IT ORDAINED by the BOARD OF COMMISSIONERS OF LOWNDES COUNTY, GEORGIA (“Board of Commissioners”), and it is hereby ordained by authority of the same, including without limitation, pursuant to the lawful authorities cited in the Street Lighting Ordinance, as follows:

1. The Street Lighting Ordinance is hereby amended as follows:
  - a. The Petitions are hereby accepted and approved, the Lots set forth in the Petitions are hereby added to the Basic Decorative Street Lighting District, and such Lots shall receive

as of the Commencement Date Basic Decorative Street Lighting pursuant to the terms, conditions and requirements (including without limitation the levy and collection of a special assessment which is a lien against each Lot) of the Street Lighting Ordinance.

- b. To reflect such addition of the Lots set forth in the Petitions to the Basic Decorative Street Lighting District, the page “Exhibit B - Basic Decorative – North West Lowndes County 2 – Revised 11/2024” of the Street Lighting Ordinance is hereby deleted in its entirety and replaced with the page “Exhibit B - Basic Decorative – North West Lowndes County 2 – Revised 12/2025” attached as Attachment IV to this Sixteenth Amendment.
2. Capitalized terms not otherwise defined in this Sixteenth Amendment shall have the same meaning as ascribed to them in the Street Lighting Ordinance, unless the context herein clearly requires otherwise.
3. The singular and plural in this Sixteenth Amendment each includes the other unless the other is expressly excluded.
4. Each separate provision of this Sixteenth Amendment is deemed independent of all other provisions herein so that if any portion or provision of this Sixteenth Amendment is declared invalid or unconstitutional by a court of competent jurisdiction, all other provisions therein shall remain valid and enforceable without regard to the section, subsection, paragraph, or part invalidated or held unconstitutional.
5. All terms, conditions, and provisions of the Street Lighting Ordinance as amended in and by this Sixteenth Amendment are hereby ratified and confirmed and shall remain in full force and effect.
6. All ordinances and resolutions of the Board of Commissioners, or parts of ordinances and resolutions of the Board of Commissioners, in conflict herewith are hereby repealed.
7. This Ordinance shall be effective as of the date it is approved by the Board of Commissioners.

IT IS SO ORDAINED, this \_\_\_\_ day of \_\_\_\_\_, 2025.

BOARD OF COMMISSIONERS OF LOWNDES COUNTY

BY: \_\_\_\_\_  
Bill Slaughter, Chairman

ATTEST: \_\_\_\_\_  
Belinda Lovern, County Clerk









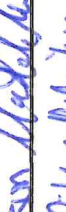


















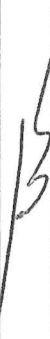

















The intent of this petition is to gather signatures from property owners indicating support of a Special Lighting District for the purpose of streetlights. An annual assessment in the amount of \$ 61.50 will be levied on each property in the District by way of the annual property tax statement. This petition requires the signatures of at least 2/3 (or 67%) of the property owners within the proposed district indicating support for the Special Lighting District.

<u>Printed Name</u>	<u>Signature</u>	<u>Street Address/Lot #</u>	<u>Daytime Telephone #</u>	<u>E-Mail Address</u>	<u>Date Signed</u>
William Hutchins-Sells		4981 Hatfield Circle #106	905-5785138	Sidellebuckhouse@gmail.com	29 Oct 25
Crusell Hartman		5023 Hatfield Cir/151	701-610-1989	criddehartman@gmail.com	10-29-25
Beverly Cone		28/5108 Hatfield Cir.	229-977-1999	beverlycone@gmail.com	10-29-25
Jason Sebring		142/5059 Hatfield Cir	(229) 212-0204	j-sebring@hotmail.com	10-29-25
JOSHUA HENRY		105/4037 Waterford Cir	502-337-5919	JOSH.HENRY@YAHOO.COM	10-29-25
Derrick Bridges		110/4998 Hatfield Cir	(229)-292-3602	dbridges@va/dosta.edu	10/29/25
Ashley Davenport		27/5112 Hatfield Cir	708-466-5302	techreports88@gmail.com	10-29-25
Madeline Morrison		500 Hatfield Cir/30	(229) 224-2783	madduscarrson99@outlook.com	10-29-25
Dillon Rybicki		4973 Hatfield Circle/404	229-300-3677	gracieanddillon@gmail.com	10-29-25
Christopher Vander Zanden		4966 Hatfield Circle/39	229-561-1890	crvanderzanden@gmail.com	10-29-25
EARL BOWEN		4965 WATERFORD Cir/102	229-630-1852	earl.bowen@yahoo.com	10/29/25
Larae Seemann		4982 Hatfield Circle/35	229-300-3547	laraeseemann@gmail.com	10/29/25
TANNER FAIN		3069 Houser Way	880-773-3057	tannerfain@gmail.com	10/29/25
Lauren Kirby		3065 Houser Way	229-300-4611	laurenkirby@gmail.com	10/29/25

Thad

The intent of this petition is to gather signatures from property owners indicating support of a Special Lighting District for the purpose of streetlights. An annual assessment in the amount of \$ 61.50 will be levied on each property in the District by way of the annual property tax statement. This petition requires the signatures of at least 2/3 (or 67%) of the property owners within the proposed district indicating support for the Special Lighting District.

<u>Printed Name</u>	<u>Signature</u>	<u>Street Address/Lot #</u>	<u>Daytime Telephone #</u>	<u>E-Mail Address</u>	<u>Date Signed</u>
Daniel Mitchell		139	263-1602	thad@lighting.com	10-28-25
		140			
		19			
		20			
		21			
		22			
		23			
		24			
		25			
		26			
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		32			
		33			
		39B			
		101			
		144			
		117			
		116			
		115			
		134			
		ATTACHMENT 2			
		133			







## PETITION FOR ADDITION TO STREET LIGHTING DISTRICT

### Basic Decorative Street Lighting District

This Petition is submitted pursuant to Section 6 of the Ordinance Creating Special Districts for Providing Street Lighting adopted by the Board of Commissioners March 17, 2018. Capitalized terms in this Petition have the meaning ascribed to them in the Ordinance.

This Petition is submitted for a proposed Addition to the Basic Decorative Street Lighting District.

Attachment 1 is a plat or map depicting the Lots in the proposed Addition, adjoining Streets, and locations of existing and/or proposed Street Lights in the proposed Addition.

Attachment 2 are Signatories to this Petition. A Petition for an Addition must be signed within 120 days preceding submission by the owners of record of at least 67% of the Lots in the proposed Addition.

Petitioner is authorized to represent each Signatory with regard to the Petition. The County Manager may communicate with each Signatory by communicating with Petitioner who shall be responsible for relaying all communications of the County Manager to each Signatory.

The annual assessment levied by the Ordinance against each Lot in the Basic Decorative Street Lighting District is \$61.50.

Concurrent with submitting a Petition, Petitioner shall pay the County a processing fee of \$200.

The County is not responsible to install or to pay the cost to install Street Lights in the Addition.

☒ Street Lights are installed in the proposed Addition.

☐ Street Lights are not installed in the proposed Addition.

\_\_\_\_\_ will install the Street Lights.

\_\_\_\_\_ will pay the cost to install the Street Lights.

Petitioner: \_\_\_\_\_  
Signature Printed Name Date  
3851 Kinderlay Forest 229-561-7503 FlemingWilliams22@yahoo.com  
Mailing Address Telephone Email

WEST POINT

LANDINGS CIRCLE (50' R/W)

THE LANDINGS PHASE 1

THE LANDINGS PHASE 2

THE LANDINGS PHASE 3

BRINEE WAY (50' R/W)

LOT 101 138

LOT 101 137

LOT 101 136

LOT 101 135

LOT 101 134

LOT 101 133

LOT 101 132

LOT 101 131

LOT 101 130

LOT 101 129

LOT 101 128

LOT 101 127

LOT 101 126

LOT 101 125

LOT 101 124

LOT 101 123

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LOT 101 2

LOT 101 1

LOT 101 0

LOT 101 -1

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LOT 101 -101

LOT 101 -102

LOT 101 -103

LOT 101 -104

[illegible]

**VAL-DEL ROAD (80' R)**

- C/M = CONCRETE MONUMENT FOUND
- CM = CORNER MONUMENT FOUND
- S/PF = SURVEY POINT FOUND
- O/PF = OPEN TOP POLE FOUND
- NM = NOT MONUMENTED
- B/A = BENCH OR NA=

The image contains two diagrams of a proposed residential subdivision. The top diagram shows a 30-acre parcel with a 100-foot wide 'OPEN SPACE' area and a 'SHRUBBEL WAY' easement. The bottom diagram shows a similar 30-acre parcel with a 100-foot wide 'OPEN SPACE' area and a 'SHRUBBEL WAY' easement. Both diagrams include a 'PROPERTY LINE' and a 'PROPERTY LINE'.

**ROBERTS  
SURVEYING, INC.**

GA CERTIFICATE OF AUTHORIZATION NO. 1215

SUBDIVISION PLAT FOR:

# THE LANDINGS SUBDIVISION PHASE 4

LAND LOTS 8 & 9 OF THE 12TH LAND DISTRICT, LOWNDES COUNTY GEORGIA

# Attachment 1

The intent of this petition is to gather signatures from property owners indicating support of a Special Lighting District for the purpose of streetlights. An annual assessment in the amount of \$ 61.50 will be levied on each property in the District by way of the annual property tax statement. This petition requires the signatures of at least 2/3 (or 67%) of the property owners within the proposed district indicating support for the Special Lighting District.

**Printed Name**

**Signature**

**Street Address/Lot #**

**Daytime Telephone #**

**E-Mail Address**

Date Signed

TLDPW, LLC

See attached 229-561-7503  
Fleming Williams,  
Manager

Heming Williams, Exhibit "A"

Manager



## **EXHIBIT “A”**

### **52 Phase 4 lots owned by TLDPW LLC (Fleming Williams, Manager)**

Lot 91  
Lot 92  
Lot 93  
Lot 94  
Lot 95  
Lot 96  
Lot 97  
Lot 98  
Lot 99  
Lot 100  
Lot 101  
Lot 102  
Lot 103  
Lot 104  
Lot 105  
Lot 106  
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Lot 135  
Lot 136  
Lot 137  
Lot 138  
Lot 139  
Lot 140  
Lot 142  
Lot 143



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\_\_\_\_\_ will install the Street Lights.

\_\_\_\_\_ will pay the cost to install the Street Lights.

Petitioner: Sarah E. Parris SARAH E. PARRIS 11-01-2025  
Signature Printed Name Date  
3800 W. Lane, Hahira, GA 251-321-3848 sarahparris91@gmail.com  
Mailing Address Telephone Email  
31632

## Attachment 1





The intent of this petition is to gather signatures from property owners indicating support of a Special Lighting District for the purpose of streetlights. An annual assessment in the amount of \$ 61.50 will be levied on each property in the District by way of the annual property tax statement. This petition requires the signatures of at least 2/3 (or 67%) of the property owners within the proposed district indicating support for the Special Lighting District.

Printed Name	Signature	Street Address/Lot #	Daytime Telephone #	E-Mail Address	Date Signed
Asley Thinger	<i>[Signature]</i>	3919 Lulu Ln	229-2234	asleythinger@gmail.com	8/16/25
Michael P. Smith	<i>[Signature]</i>	3912 Lulu Ln	943-952-6481	mpsmith1977@yahoo.com	8/20/25
Michael Johns	<i>[Signature]</i>	3932 Lulu Ln	810-280-3668	johns1022@gmail.com	8/20/25
Ronald Woodworth	<i>[Signature]</i>	3942 Lulu Ln	229-2234	ronald.woodworth@gmail.com	8/20/25
Allison Smith	<i>[Signature]</i>	3952 Lulu Ln	229-740-3753	amsmith19@gmail.com	8/20/25
Megan Goratish	<i>[Signature]</i>	3950 Lulu Ln	352-403-4680	megan.goratish@gmail.com	8/20/25
Frankie Jefferson	<i>[Signature]</i>	3942 Lulu Ln	229-2234	frankie.jefferson@gmail.com	8/20/25
Erica Exline	<i>[Signature]</i>	3939 Lulu Ln	302-270-3384	erica.exline@gmail.com	8/20/25
Matthew Campanelli	<i>[Signature]</i>	3939 Lulu Ln	607-857-6190	mxcamp4@yahoo.com	8/20/25
Colin J. Pavesi	<i>[Signature]</i>	3931 Lulu Ln	229-292-7555	cpavesi19@gmail.com	8/20/25
Nicholas Boettger	<i>[Signature]</i>	3927 Lulu Ln	813-714-3904	Nick6069@yahoo.com	8-20-25
Alice Friedrichs	<i>[Signature]</i>	3928 Lulu Ln	801-645-2569	friedrichs19@gmail.com	8/20/25
James French	<i>[Signature]</i>	3923 Lulu Ln	804-725-8013	boettger4900@yahoo.com	8/20/25
Gregory E. French	<i>[Signature]</i>	3916 Lulu Ln	229-300-3327	jweaver@longdalelaw.com	8/20/2025
Douglas Ryan	<i>[Signature]</i>	3920 Lulu Ln	336-402-7150	douglas.ryan1@gmail.com	8/20/2025
Greg Weaver	<i>[Signature]</i>	3912 Lulu Ln	229-510-0749	gweaver7@yahoo.com	11-17-25

The intent of this petition is to gather signatures from property owners indicating support of a Special Lighting District for the purpose of streetlights. An annual assessment in the amount of \$ 61.50 will be levied on each property in the District by way of the annual property tax statement. This petition requires the signatures of at least 2/3 (or 67%) of the property owners within the proposed district indicating support for the Special Lighting District.

ATTACHMENT 2



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Printed Name	Signature	Street Address/Lot #	Daytime Telephone #	E-Mail Address	Date Signed
Gary L. Laver	[Signature]	2010 HG7E1 #41	229-249-9790	laverhomes@yahoo.com	10/31/25
		2014 HG7E1 #40			
		2016 HG7E1 #39			
		2055 HG7E1 #35			
		2059 HG7E1 #36			
		3075 Lylane #103			
		3079 Lylane #102			
		3084 Lylane #30			
		3096 Lylane #20			
		3084 Lylane #31			
		20516 HG7E1 #42			



Exhibit B - Basic Decorative - North West Lowndes County 2 - Revised 12/2025



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: December 9, 2025

Work  
Session/Regular  
Session

BUDGET IMPACT: N/A

FUNDING SOURCE:

- ☐ Annual
- ☐ Capital
- ☒ 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 13<sup>th</sup> 2015; 3-0-1 vote and January 10<sup>th</sup> 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) Table  
4) Deny

RECOMMENDED ACTION: Option 2

DEPARTMENT: Planning/Zoning

DEPARTMENT HEAD: JD Dillard

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

John Owens  
14 Murray Blvd.  
Lakeland, GA 31635

October 1, 2025

Lowndes County Board of Commissioners  
327 N. Ashley St., 2<sup>nd</sup> 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,

A handwritten signature in black ink, appearing to read 'JOHN OWENS', with a stylized flourish at the end.

John Owens













































CURVE TABLE					
CURVE	ARC LENGTH	RADIUS	TANGENT	CHORD BEARING	CHORD LENGTH
C1	68.9C	29311.03	34.4S	S 08°11'00" E	68.92
C2	90.38	564.05	26.3C	S 11°50'20" E	90.38
C3	31.63	20.56	20.22	S 45°30'04" E	28.44
C4	17.45	20.00	9.33	S 24°39'24" W	16.90
C5	38.6C	90.00	19.37	S 27°52'53" W	37.99
C6	128.34	50.00	68.16	S 67°75'8" F	95.93
C7	17.45	20.00	9.33	N 64°02'31" E	16.90
C8	28.51	20.00	17.29	S 50°07'22" E	26.16
C9	34.30	20.00	13.14	S 39°52'38" W	30.76
C10	28.34	20.00	11.31	N 52°04'52" W	26.18
C11	17.45	20.00	9.33	N 5°47'49" E	16.90
C12	46.53	50.00	25.1C	N 1°40'03" E	44.87
C13	75.64	50.00	47.18	N 55°55'11" W	68.63
C14	73.51	50.00	42.55	S 40°73'59" W	64.81
C15	51.66	50.00	28.4C	S 28°35'52" F	49.39
C16	15.45	20.00	9.33	S 31°11'52" E	16.90
C17	34.29	20.00	23.1C	S 39°55'00" W	30.24
C18	31.63	20.00	20.22	S 45°30'03" W	28.44
C19	31.2C	20.00	10.78	N 44°25'56" E	28.13

The Lowndes County Board of Commissioners heard RE-2018-07 on March 13, 2018 and **APPROVED** the applicant's request to rezone 18.04 acres from its current R-1 (Low Density Residential) zoning classification to R-10 (Suburban Density Residential). The Motion was approved via a 3-2-1 (Three-Two-One) vote 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, acquisition, construction, necessary right-of-way, relocation of utilities and construction of the driveway for the paving of Lester Road from the developments southmost 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 of the crossing.
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'.
  - a. No manufactured homes or mobile homes.
  - b. No two-family or duplex residences.
5. Minimum lot size of 1/3 acre lots (14,520 sq. ft.) instead of 1/2 acre lots.

### SYMBOL LEGEND

- |   |                                  |
|---|----------------------------------|
|  | BENCHMARK                        |
|  | 5/8 REBAR FOUND                  |
|  | 5/8 REBAR FOUND WITH CAP         |
|  | 5/8 REBAR WITH CAP #015          |
|  | 15 OPEN TOP PIPE FOUND           |
|  | 5/8 REBAR SET W/ CAP #326        |
|  | CONCRETE MARKER FOUND            |
|  | DEAD BOOK                        |
|  | PIPE NUMBER                      |
|  | FIRE HYDRANT                     |
|  | WATER VALVE                      |
|  | WATER METER                      |
|  | BACK FLOW PREVENTER              |
|  | BACK FLOW PREVENTER              |
|  | POST INDICATOR VALVE             |
|  | IRRIGATION CONTROL VALVE<br>WELL |
|  | ELECTRIC METER                   |
|  | ELECTRIC TRANSFORMER             |
|  | LIGHT POLE                       |
|  | UTILITY POLE                     |
|  | GLY WIRE                         |
|  | SANITARY CLEAN OUT               |
|  | SANITARY SEWER MANHOLE           |
|  | GAS VALVE                        |
|  | GAS METER                        |
|  | MONITORING WELL                  |
|  | AIR CONDITIONER UNIT             |
|  | DRAINAGE MANHOLE                 |
|  | DROP INLET                       |
|  | FLARED END SECTION               |
|  | MAIL BOX                         |
|  | FIBER OPTIC PEDESTAL             |
|  | CABLE TELEVISION PEDESTAL        |
|  | TELEPHONE PEDESTAL               |
|  | TRAFFIC SIGN                     |
|  | FENCE LINE                       |
|  | GAS LINE                         |
|  | UNDERGROUND TELEPHONE            |
|  | UNDERGROUND ELECTRIC             |
|  | OVERHEAD UTILITIES               |
|  | SANITARY SEWER LINE              |
|  | WATER LINE                       |

## NOTES

- THERE ARE NO EXISTING TREES ON THE SUBJECT PROPERTY.
- COVENANTS AND DEED RESTRICTIONS WILL BE DETERMINED PRIOR TO SUBMITTAL OF FINAL PLAT AND SHOWN THEREON.
- THIS SUBDIVISION WILL BE SERVED BY LOWNDES COUNTY WATER AND SANITARY SEWER SYSTEMS.
- WATER AND SEWER SERVICES TO BE PROVIDED/INSTALLED BY THE DEVELOPER.
- NO PRIVATE FENCES ARE TO BE CONSTRUCTED ON OR ACROSS ANY EASEMENTS.
- ALL MINIMUM FINISH FLOOR ELEVATIONS MUST BE 1' ABOVE THE TOP OF THE ROADWAY CURBING ADJACENT TO THE RESPECTIVE LOT. THE MINIMUM FFE WILL BE DETERMINED PRIOR TO SUBMITTAL OF FINAL PLAT AND SHOWN THEREON.
- PROPOSED PAVEMENT WIDTH: 22'.
- PROPOSED CURB: 24" MIAMI CURB.
- ALL LOTS HAVE TO HAVE 10' UTILITIES EASEMENT ALONG RW.
- DEVELOPER MUST SUBMIT N/Q THROUGH GAEPD PRIOR TO CONSTRUCTION.

**PROPERTY INFO:**

ALL OF PARCEL 0185 119  
TOTAL AREA: 17.83 ACRES  
TOTAL # OF LOTS: 35 (34 RESIDENTIAL & 1 HOA)  
ZONED R-10  
LOT #7 - RESERVED FOR DETENTION AREA  
LOT #34 - EXISTING HOMESTEAD & RESERVED D  
MIN. LOT SIZE: 14,520 SQ FT / 1/3 ACRES

## BUILDING SETBACKS

FRONT (INTERIOR) - 60 FEET (MEASURED FROM STREET CENTERLINE)  
FRONT (COPELAND RD) - 70 FEET (MEASURED FROM ROAD CENTERLINE)  
REAR - 33' (MEASURED FROM PROPERTY LINE)  
SIDE - 10' (MEASURED FROM PROPERTY LINE)  
SIDE (CORNER LOT) - 80% OF FRONT SETBACK

### PROPOSED STREETS

PROPOSED STREETS  
R/W WIDTH - 50 FEET  
MIN. PAVEMENT WIDTH - 22 FEET

## TOTAL PROPOSED IMPROVEMENTS: \$1,000,000.00

TOTAL PROPOSED IMPERVIOUS SITE COVERAGE:  $\pm 20\%$   
PROPOSED LOT IMPERVIOUS AREA:  $\pm 3500$  S.F. (AVERAGE)  
AD VALOREM TAXES HAVE BEEN PAID

## OWNER / APPLICANT

OWNER / APPLICANT  
NAME: BILL BRANHAM  
ADDRESS: 2480 COPELAND ROAD  
EMAIL: CEOBILL2000@GMAIL.COM  
PHONE: 229-460-4455

## PLAT PREPARER

NAME: CODY CALIFF  
ADDRESS: 2214 N. PATTERSON STREET VALDOSTA, GA 31602  
EMAIL: CALIFFSURVEYING@GMAIL.COM  
PHONE: 229-560-7470

INNOVATE ENGINEERING & SURVEYING DOES NOT GUARANTEE NOR WARRANT THAT THE UNDERGROUND CONDITIONS SHOWN ARE ACCURATE OR COMPLETE. THE CONTRACTOR SHALL MAKE THEMSELVES FAMILIAR WITH THE SITE AND NOTIFY THE ENGINEER IMMEDIATELY IF ACTUAL CONDITIONS DIFFER THAT MAY AFFECT SUCCESSFUL CONSTRUCTION OF IMPROVEMENTS.

DATE OF SURVEY: 8/02/2022  
FIELD CLOSURE: 1' IN 52,124'  
ANGLE ERROR: 2" PER ANGLE  
PLAT CLOSURE: 1' IN 459,089'  
METHOD OF ADJUSTMENT: NONE  
EQUIPMENT USED:  
CARLSON ROBOTIC CR2+  
CARLSON BRx7 GNSS ROVER  
CARLSON RT4 TABLET DC

**GEORGIA811**  
Utilities Protection Center, Inc.  
Know what's below. Call before you dig.

PRELIMINARY PLAT - REVISED 09/29/2022



DATE:  
8/11/2022  
DRAWN BY:  
M. WILSON  
CHECKED BY:  
B. KENT

SHEET  
1 OF 1

PROJECT NUMBER

1744

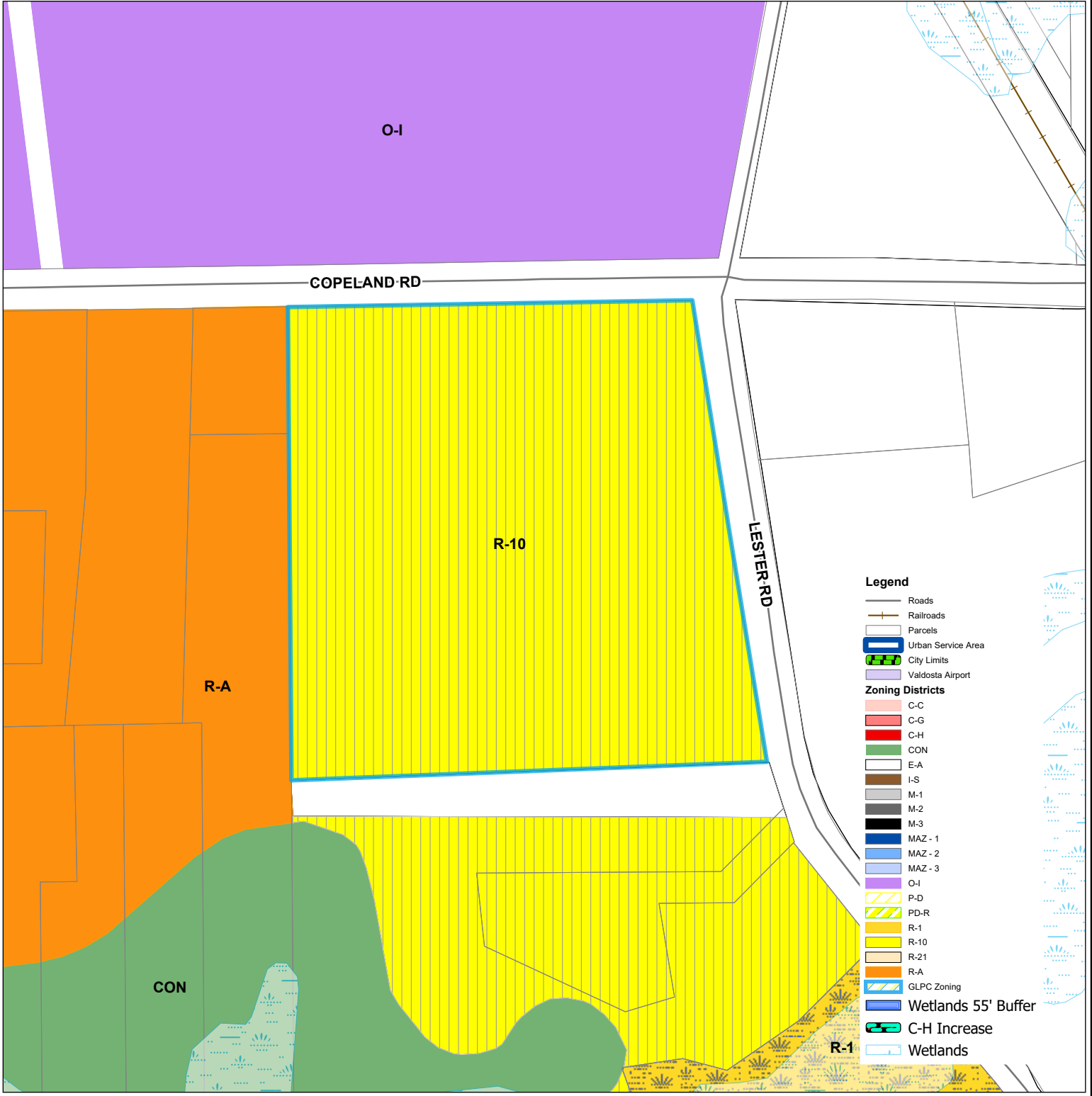


REZ-2025-16

Zoning Location Map

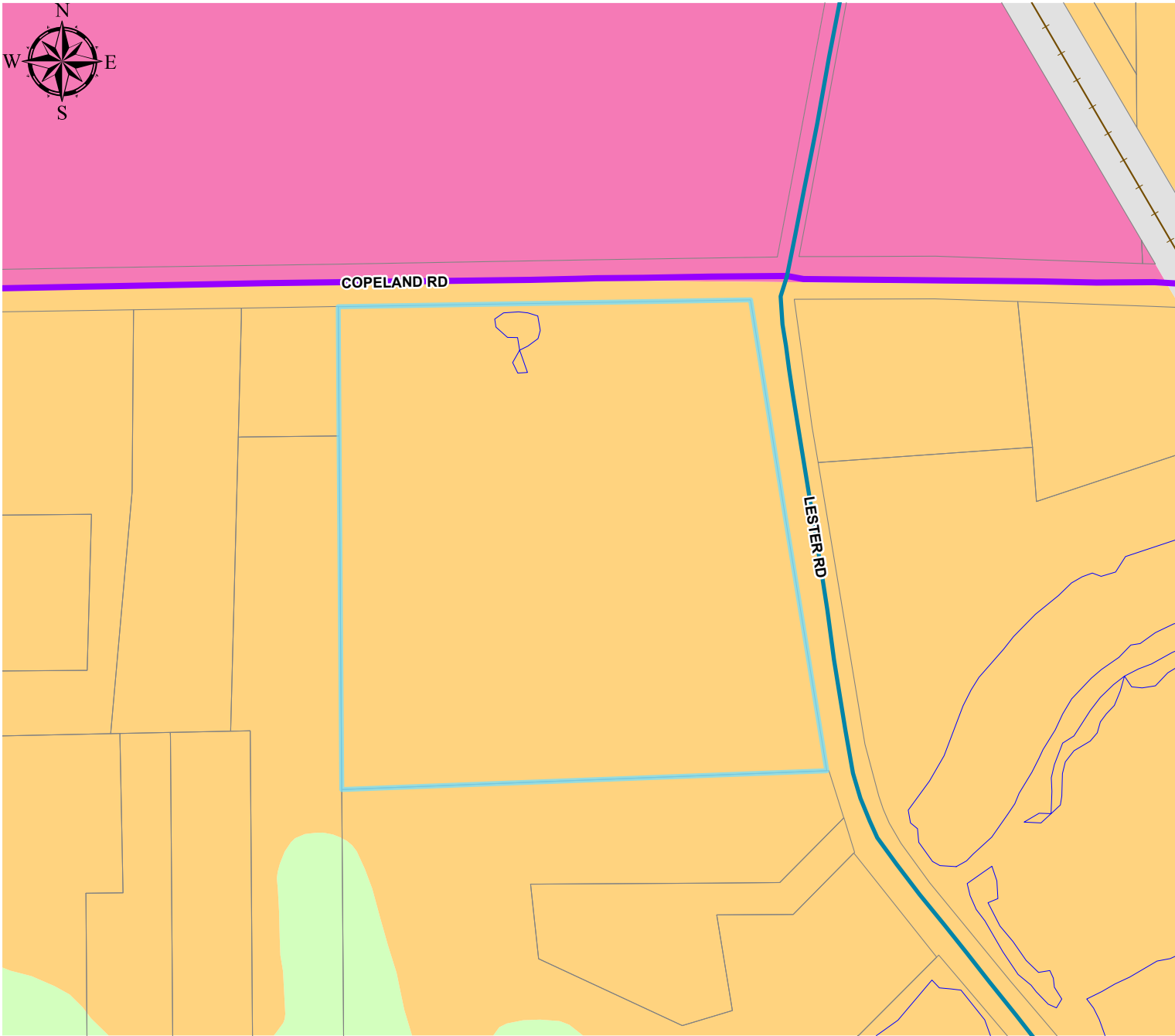
Copeland Road Subdivision  
Rezoning Request

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





Copeland Road Subdivision  
Rezoning Request



0 125 250 500 Feet



Roads

Functional Classification

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

Character Areas

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

Legend

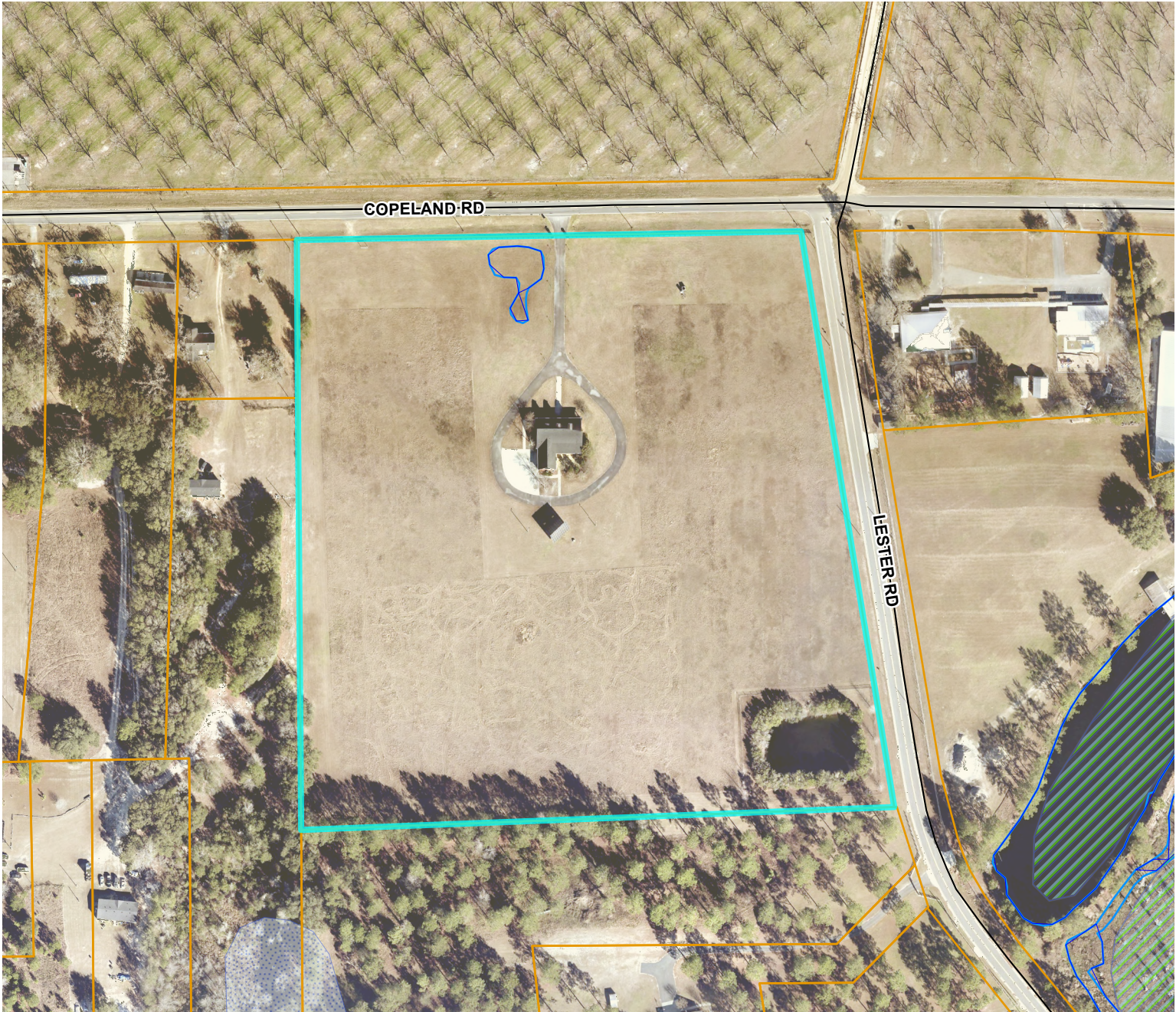
- Institutional Activity Center
- Linear Greenspace/Trails
- Mill Town
- Moody Activity Zone
- Neighborhood Activity Center
- Park/Recreation/Conservation
- Public / Institutional
- Regional Activity Center
- Remerton Neighborhood Village
- Rural Activity Center
- Rural Residential
- Suburban Area
-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



## Copeland Road Subdivision Rezoning Request

### Legend

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





LOWNDES COUNTY BOARD OF COMMISSIONERS  
COMMISSION AGENDA ITEM

SUBJECT: REZ-2025-17 Shiloh Road, ~8.2 ac 6641 Shiloh Road, E-A to R-A, Well & Septic

DATE OF MEETING: December 9, 2025

Work  
Session/Regular  
Session

BUDGET IMPACT: N/A

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: REZ-2025-17 Shiloh Road, ~8.2 ac 6641 Shiloh Road, E-A to R-A, Well & Septic

---

HISTORY, FACTS AND ISSUES: This request represents a change in zoning on the subject property from E-A (Estate Agricultural) to R-A (Residential Agricultural) in order for the property to be subdivided into legally conforming parcels.

The subject property is within the Rural Service Area and Agricultural Character Areas, which recommend R-A zoning, while access to the property is from Shiloh Road, a County maintained Collector. There is a small pond/wetland area in the southwest corner, and an existing residence and accessory structure in the northeast corner.

The provided survey proposes to subdivide the existing residence and accessory structure onto a new 2.5-acre parcel, which requires rezoning in order to legally conform to ULDC standards.

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 viability of well and septic systems, the potential environmental impacts, and the ability to properly apply the standards of the ULDC, and therefore recommends approval of the request for R-A zoning only on the 2.5-acre portion (Tract 1) as depicted by the Carter Surveying plat dated 10-31-2025.

At the November Planning Commission meeting, the applicant's representative spoke in support, and no one spoke in opposition. Therefore the GLPC recommended Approval of request for R-A zoning only on the 2.5-acre portion (Tract 1) as depicted by the Carter Surveying plat dated 10-31-2025 unanimously (7-0).

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

RECOMMENDED ACTION: Approve

DEPARTMENT: Planning/Zoning

DEPARTMENT HEAD: JD Dillard

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

I am requesting to have the lot within the 2.5 Acres, that includes the existing house, rezoned from EA to RA. I am wanting to be able to build a new home on the 2<sup>nd</sup> lot shown of 5.691 Acres. The survey attached shows the property sectioned off in the 2 lots.

THIS PROPERTY IS LOCATED IN ZONE "X"  
ACCORDING TO FLOOD INSURANCE RATE MAP FOR THE  
CITY OF NA  
COUNTY OF Lowndes  
STATE OF Georgia  
COMMUNITY PANEL NO. 131B5C0085 E  
EFFECTIVE DATE: 09-26-2008

**Thomas Michael & Reva Broadwater**  
Deed 9466-179 / Plot PCA-1709

**Larry E. Webb**  
**Revocable Trust**  
Deed 0463-187 / Plot 35-205

**SURVEY DATA**

Error of closure (plot) 1" in 743,427"  
Error of closure (field) relative positional  
precision 0.00"  
Field work started on: 10-31-20  
Field work completed on: 10-31-20  
Angular error: 1" per angle point  
Adjusted by: Compass Rule  
Equip. used: Topcon River Station (3")  
w/PS Net, Geosine GNSS Receiver

**Myra Elizabeth Cooper**  
Deed 6596-281

22.134 22.133

Tract 2  
5.691 Acres

Tract 1  
2.500 Acres

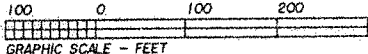
**James W. & Jodi O. Schwab**  
Deed 2983-106 / Plot PCA-780

**SURVEYORS CERTIFICATION**

As required by subsection (3) of O.C.G.A. Section 19-6-87, the registered  
land surveyor hereby certifies that this plat has been approved for filing in  
writing by any one of the applicable municipal, county, or state government  
planning commissions or municipal or county governing authorities or that such  
governmental bodies have affirmed in writing that approval is not required.  
The following governmental bodies have **APPROVED** this plat for filing:

LOWNDES COUNTY BUILDING/ZONING DEPARTMENT DATE

The signed seal of the surveyor further certifies that this plat complies  
with the minimum standards and specifications of the State Board of  
Registration for Professional Engineers and Land Surveyors and the Georgia  
Surveyor Court Clerks' Cooperative Authority. The original signatures above  
were not in place when this survey was issued and are to be properly  
obtained prior to recording.

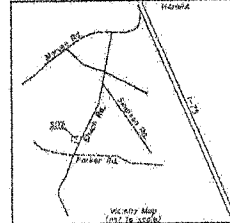
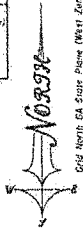


GRAPHIC SCALE - FEET

POC  
COMMENCE at the centerline intersection  
of Parker Road (paved hessed east)  
and Shiloh Road (one half round).  
N 343/32.033  
E 2534854.994

**LEGEND**

□	1/4" Iron Pin Found
●	1/4" Iron Pin Set (1 1/2" round)
□	Concrete Marker Found
△	Corner NOT monumented
POC	Point of Commencement
POB	Point of Beginning



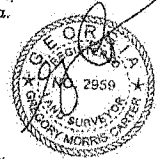
Rezoning Map for:

**Seth Carlo Investments**

Land Lot # 133, 12th L.D.,  
Lowndes County, Georgia.

Scale: 1" = 100'

November 3, 2025



**Carter Surveying**  
Established 2004

246 McCrea Rd. Willacoochee, GA 31650

JOB # 208-1125 Plot # 208-1125

For Map / Parcel(s) 033 / 034 (subdivided)

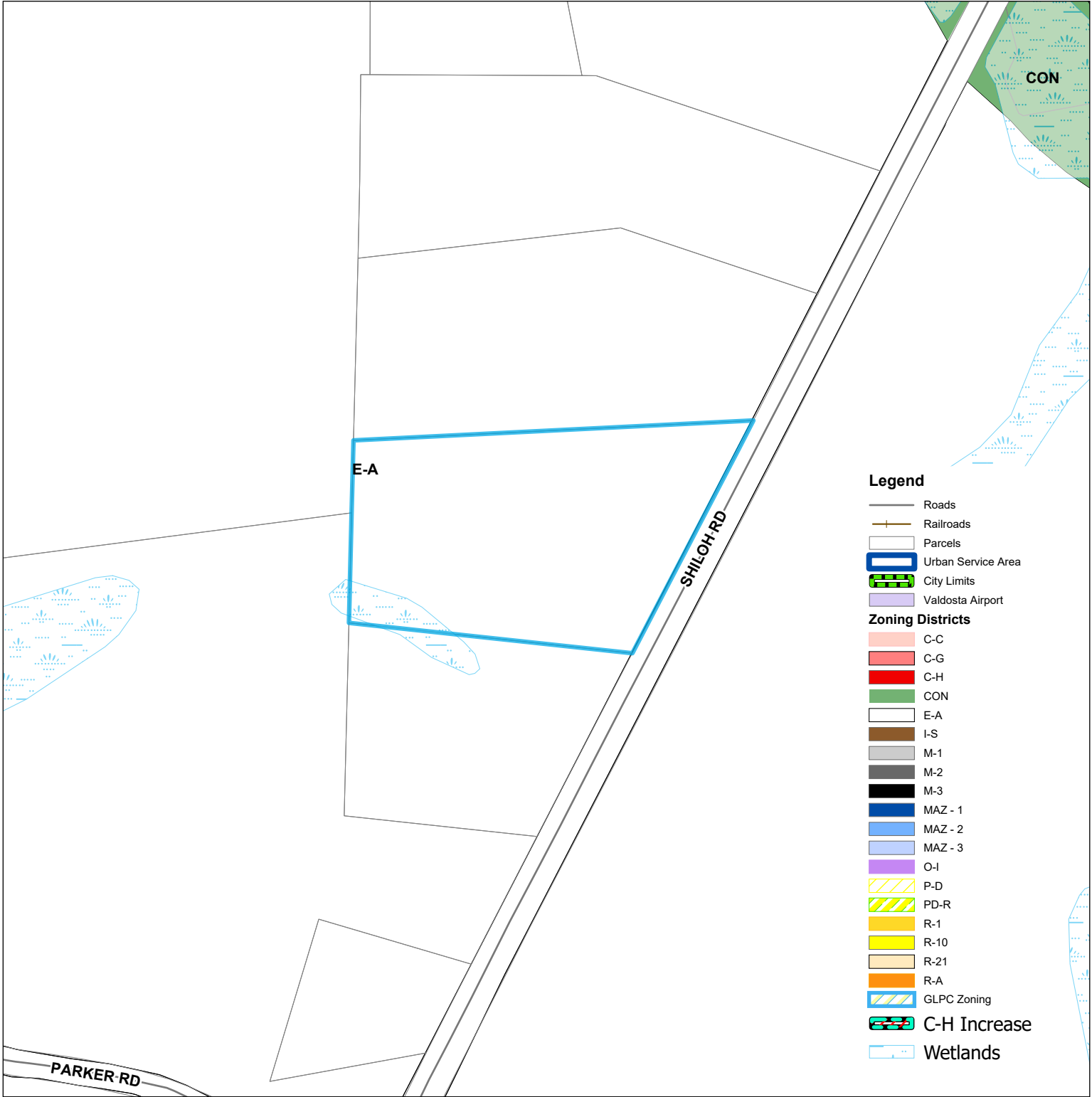
Drawn by Greg Carter

Ph. 912.534.5005 email gmcarsurveying@gmail.com

# Zoning Location Map

## Rezoning Request

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

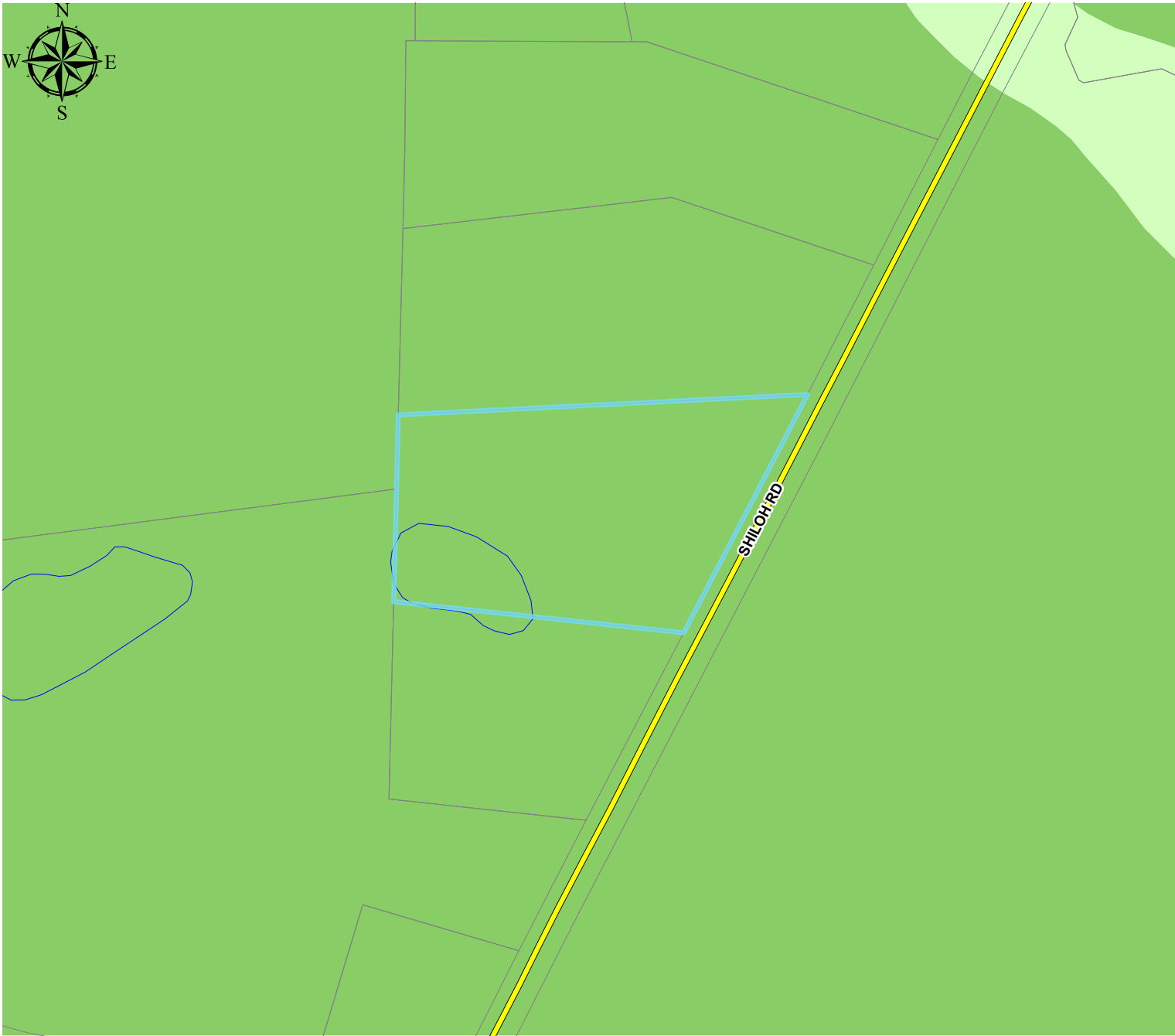


### Legend

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



6641 Shiloh  
Rezoning Request



0 125 250 500  
Feet



Roads

Functional Classification

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

Character Areas

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

Legend

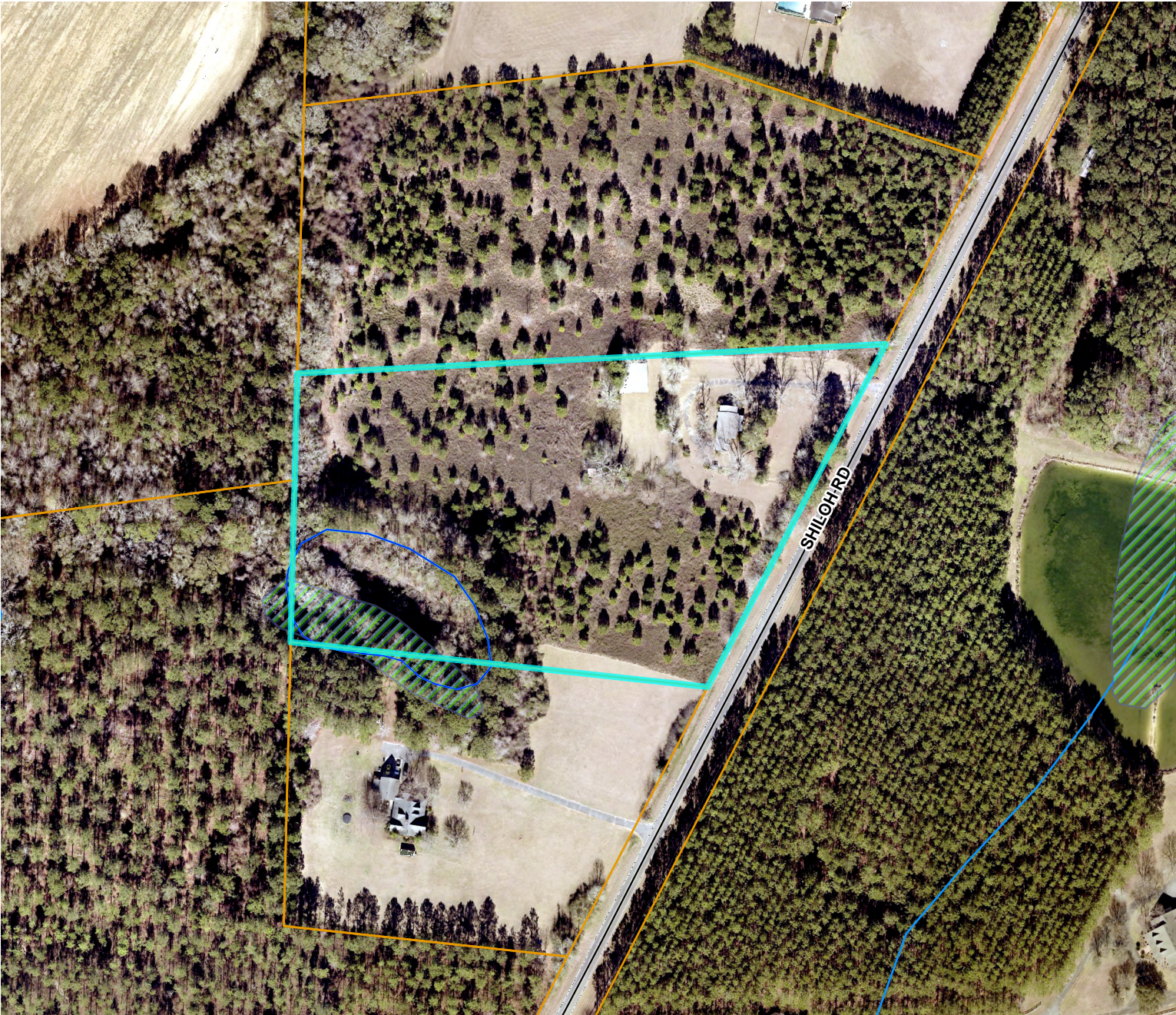
- Institutional Activity Center
- Linear Greenspace/Trails
- Mill Town
- Moody Activity Zone
- Neighborhood Activity Center
- Park/Recreation/Conservation
- Public / Institutional
- Regional Activity Center
- Remerton Neighborhood Village
- Rural Activity Center
- Rural Residential
- Suburban Area
-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



## 6641 Shiloh Rezoning Request

### Legend

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





LOWNDES COUNTY BOARD OF COMMISSIONERS  
COMMISSION AGENDA ITEM

SUBJECT: FY2027 5311 Rural Transit Authorizing Resolution

DATE OF MEETING: December 9, 2025

Work  
Session/Regular  
Session

BUDGET IMPACT: N/A

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: FY2027 5311 Rural Transit Authorizing Resolution

HISTORY, FACTS AND ISSUES: The Southern Georgia Regional Commission (SGRC) voted at their August 28th meeting to apply for the FY2027 5311 Rural Transportation Program Grant Funding from the Georgia Department of Transportation (GDOT) in order to continue operating the regional transit system on behalf of the participating local municipalities.

Attached is a copy of the resolution authorizing the Chairman to sign all necessary forms for Lowndes County to continue participating in the regional transit program, and for the SGRC to apply to GDOT for the 5311 Grant Funding.

OPTIONS: 1) Adopt the resolution and authorize the Chairman to sign the documents for the SGRC to operate the 5311 Regional Rural Transportation Program.  
2) Board's Pleasure

RECOMMENDED ACTION: Adopt

DEPARTMENT: Planning/Zoning

DEPARTMENT HEAD: JD Dillard

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

## Part C: Authorizing Resolution

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The following two pages include an authorizing resolution that must be enacted by the governing body of the Applicant Organization and signed by the Chair of the County Commission, Mayor, or the head of the governing body as appropriate. Please complete the fillable fields on the resolution, then print and sign the designated fields. The authorizing resolution must be properly witnessed and notarized, including the date the notary's commission expires. The resolution should also be stamped with the notary seal as well as the seal of the county commission, city, or appropriate applicant jurisdiction. The certificate of the attesting officer must also be completed. A scanned copy of the completed, signed, and notarized Authorizing Resolution should be submitted as an attachment with the full application package.

**RESOLUTION AUTHORIZING THE FILING OF AN APPLICATION WITH THE DEPARTMENT OF TRANSPORTATION, UNITED STATES OF AMERICA, AND GEORGIA DEPARTMENT OF TRANSPORTATION, FOR A GRANT UNDER TITLE 49 U.S.C., SECTION 5311.**

**WHEREAS**, the Federal Transit Administration and the Georgia Department of Transportation are authorized to make grants to non-urbanized (rural) areas for mass transportation projects; and

**WHEREAS**, the contract for financial assistance will impose certain obligations upon Applicant, including the provision of the local share of project costs; and

**WHEREAS**, it is required by the United States Department of Transportation and the Georgia Department of Transportation in accordance with the provisions of Title VI of the Civil Rights Act of 1964, that in connection with the filing of an application for assistance under the Federal Transit Act, the applicant gives an assurance that it will comply with Title VI of the Civil Rights Act of 1964 and the United States Department of Transportation requirements thereunder; and

**WHEREAS**, it is the goal of the Applicant that Minority Business Enterprise (Disadvantaged Business Enterprise and Women's Business Enterprise) be utilized to the fullest extent possible in connection with this project, and that definitive procedures shall be established and administered to ensure that minority business shall have the maximum feasible opportunity to compete for contracts and purchase orders when procuring construction contracts, supplies, equipment contracts, or consultant and other services.

NOW THEREFORE, BE IT RESOLVED BY \_\_\_\_\_ hereinafter referred to as the "Applicant",

1. That the Designated Official \_\_\_\_\_, hereinafter referred to as the "Official, is authorized to execute and file an application on behalf of \_\_\_\_\_ with the Georgia Department of Transportation, to aid in the purchase of bus transit vehicles and/or the planning, development, and construction of bus transit-related facilities pursuant to Section 5311 of the Federal Transit Act.
2. That the Official is authorized to execute and file such application and assurances, or any other document required by the U.S. Department of Transportation and the Georgia Department of Transportation effectuating the purpose of Title VI of the Civil Rights Act of 1964.
3. That the Official is authorized to execute and file all other standard assurances, or any other document required by the Georgia Department of Transportation or the U.S. Department of Transportation in connection with the application for public transportation assistance.
4. That the Official is authorized to execute grant contract agreements on behalf of the Applicant with the Georgia Department of Transportation.
5. That the Official is authorized to set forth and execute Minority Business Enterprise, DBE (Disadvantaged Business Enterprise) and WBE (Women Business Enterprise) policies and procedures in connection with the project's procurement needs as applicable.
6. That the applicant while making application to or receiving grants from the Federal Transit Administration will comply with FTA Circular 9040.1G, FTA Certifications and Assurances for Federal Assistance 2024 as listed

in this grant application and General Operating Guidelines as illustrated in the Georgia State Management Plan.

7. That the applicant has or will have available in the General Fund the required non-federal funds to meet local share requirements for this grant application.

APPROVED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Name and Title of Authorized Official

Signed, sealed, and delivered this \_\_\_\_\_ day of \_\_\_\_\_, 2025 in the presence of

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Notary Public/Notary Seal

#### **CERTIFICATE**

The undersigned duly qualified and acting \_\_\_\_\_ of

\_\_\_\_\_ (*Title of Certifying/Attesting Official*) (*Applicant's Legal Name*) certifies that the foregoing is a true and correct copy of a resolution adopted at a legally convened meeting held on

\_\_\_\_\_, 2025.

\_\_\_\_\_  
Name of Certifying/Attesting Officer

\_\_\_\_\_  
Title of Certifying/Attesting Officer

(Place Seal Here)

LOWNDES COUNTY BOARD OF COMMISSIONERS  
COMMISSION AGENDA ITEM

SUBJECT: Abandonment of Grice Road

DATE OF MEETING: December 9, 2025

BUDGET IMPACT: N/A

FUNDING SOURCE:

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

Work  
Session/Regular  
Session

COUNTY ACTION REQUESTED ON: Abandonment of Grice Road

---

HISTORY, FACTS AND ISSUES: The county has received a request to abandon Grice Road. Grice Road is approximately 792' linear feet and begins at the intersection of Newsome Road, then south to the dead end. Staff asked for any comments from stakeholder departments and Public Safety. The comments were all from Public Safety relating to access to all of the parcels in case of an emergency. The owners will be required to install a pre-planned access gate in the event they install a fence in the future and they must maintain the driveway. The abandonment will also land lock a 3-acre parcel that is owned by Joy M. Bassford, the sister of Dale Grice. Staff has spoken with the family about the 3-acre parcel and they understand if they ever want to build on that parcel they will have to get a variance.

The request came from Floyd Dale Grice, who owns the property, 3532 Grice Road. All parcels are part of the Grice family.

Georgia statute requires an initial determination either (a) "that the section of the county road system has for any reason ceased to be used by the public to the extent that no substantial public purpose is served by it" or (b) "that its removal from the county road system is otherwise in the best public interest," or both. If the Board makes either or both of these determinations, the statute provides for notice to adjoining property owners, notice to the public by newspaper publication, and a public hearing.

OPTIONS: 1. That the section of the county road system has for any reason ceased to be used by the public to the extent that no substantial public purpose is served by it" or (b) "that its removal from the county road system is otherwise in the best public interest," or both.  
2. Redirect.

RECOMMENDED ACTION: Option 1

DEPARTMENT: Engineering

DEPARTMENT HEAD: Chad McLeod

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

Lowndes County Board of Commissioners

Att: Chad McLeod

My name is Floyd Dale Grice and would like to request the county to abandon Grice Rd. Myself and Father Floyd R. Grice are the only residents that live on this road that dead ends at my Father's home and he is currently at hospice house and my sister and I have power of Attorney for him.

Thanks for your consideration

Floyd Dale Grice

3532 Grice Rd

Valdosta Ga. 31606

Cell 229-563-3061







LOWNDES COUNTY BOARD OF COMMISSIONERS  
COMMISSION AGENDA ITEM

SUBJECT: PI# 0016280 Twin Lakes Road Paving and Drainage  
Improvements Georgia Power Relocation Agreement

DATE OF MEETING: December 9, 2025

Work  
Session/Regular  
Session

BUDGET IMPACT: \$721,989.00

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: Twin Lakes Road GA Power Relocation

---

HISTORY, FACTS AND ISSUES: Twin Lakes Road Paving and Drainage Improvements is a TIA I project. Twin Lakes Road Design & Documents are in the final stages of being 100% complete. As part of the project, Georgia Power will have to relocate 17 poles and the lines for these poles. Georgia Power has proved prior rights and provided Lowndes County a relocation agreement with a not to exceed amount of \$721,989.00. This is a planned cost and will be covered by TSPLOST.

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

RECOMMENDED ACTION: Option 1

DEPARTMENT: Engineering

DEPARTMENT HEAD: Chad McLeod

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:





October 23, 2025

Mike Fletcher, Project Engineer  
Lowndes County Engineering  
327 North Ashley Street  
Valdosta, Georgia 31601

RE: **PI# 0016280**  
**Twin Lakes Road Paving and Drainage Improvements**

Mr. Fletcher,

Attached is a copy of the New Relocation Agreement between Georgia Power Company and Lowndes County for the above referenced project.

Please sign and return to the email address below:

Georgia Power Company  
Attn: Jalexis Susana  
[X2jsusan@southernco.com](mailto:X2jsusan@southernco.com)

After they have been executed by Georgia Power Company we will email you a copy.

Both the total estimated cost for relocation and the Payment Amount are valid only for a period of one (1) year following the date set forth on the enclosed estimate. Further, Georgia Power will not commence any work unless, the County executes and returns the enclosed Relocation Agreement and authorizes commencement of the work. Work must commence within 6 months of the executed relocation agreement.

If you have any questions, please contact Kris Stephens at 706-357-6670.

Sincerely,

A handwritten signature in cursive script that reads "Jalexis Susana".

Jalexis Susana  
[x2jsusan@southernco.com](mailto:x2jsusan@southernco.com)

Attachments

Please sign the agreement and send the electronic copy to the email address below:

**Jalexis Susana (x2jsusan@southernco.com)**

After the agreement has been executed by Georgia Power Company, we will email a copy to you for your records.

Please remit any payments to the address below:

**Georgia Power Company**

**96 Annex**

**Atlanta, GA 30396-0001**

**(Attn: Salanda Westry)**

Please reference the invoice and or PI# number on the check.

# UTILITY RELOCATION AGREEMENT

PROJECT NAME: **Twin Lakes Road Paving and Drainage  
Improvements**

PROJECT NUMBER: **0016280**

GDOT PROJECT NUMBER: \_\_\_\_\_

**THIS AGREEMENT** is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between **LOWNDES COUNTY**, State of Georgia (hereinafter referred to as the "County"), and **GEORGIA POWER COMPANY** (hereinafter referred to as the "Company"). This Agreement may refer to either County or Company, or both, as a "Party" or "Parties."

**WITNESSETH:**

**WHEREAS**, the County proposes under the above written Project to construct Twin Lakes Road Paving and Drainage Improvements (hereinafter referred to as the “Project”); and

**WHEREAS**, due to the construction of the Project, it will become necessary for the Company to remove, relocate or make certain adjustments to the Company's existing facilities (such facilities, including but not limited to overhead and underground electric transmission, distribution and communication lines, towers, frames, poles, facilities, wires, transformers, service pedestals, apparatus, manholes, conduits, fixtures, appliances, cables, protective wires and devices all being hereinafter referred to collectively as the "Facilities" or individually as the "Facility"); and

**WHEREAS**, the Company, as hereinafter provided, may assert that it has certain property interests and rights and utilized such property interests and rights for the placement of its Facilities prior in time to County's acquisition of the road right(s)-of-way, all as involved in said Project; and

**NOW, THEREFORE**, in consideration of the promises and the mutual covenants of the Parties hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

## Section 1      THE WORK

### 1.1 Company Facilities

Company, with its regular construction or maintenance crews and personnel, at its standard schedule of wages and working hours (as may be applicable from time to time during the term of this Agreement), and working in accordance with the terms of its agreements with such employees, will remove, relocate or make adjustments to its Facilities in accordance with the scope of work and Estimate (defined below) attached hereto as Exhibit “A” and incorporated herein by reference (the “Work”). Company shall make all technical decisions concerning the Work and may elect to contract any portion of the Work.

## 1.2 Road Right-of-Way

Prior to Company commencing the Work, County will provide written assurances to Company that it has acquired the necessary new road right-of-way (including information on the property rights acquired).

## 1.3 Traffic Control

Company shall make a reasonable effort to provide signing and other traffic control measures during the Work, in accordance with PART VI of the U. S. Department of Transportation Manual on Uniform Traffic Control Devices, current edition, all at the expense of the County.

## Section 2 COSTS AND PAYMENT

### 2.1 Compensable Property Interests.

Company shall perform the Work in accordance with the estimate attached hereto as Exhibit "A" and incorporated herein by reference (the "Total Estimate"). The total amount of the Total Estimate is SEVEN HUNDRED TWENTY-ONE THOUSAND AND NINE HUNDRED EIGHTY-NINE Dollars (\$721,989.00). The amount of the Total Estimate that corresponds to Company's claim that it has compensable property interests with respect to the Project (the "Reimbursement Claim") is SEVEN HUNDRED TWENTY-ONE THOUSAND AND NINE HUNDRED EIGHTY-NINE Dollars (\$721,989.00), otherwise reflected as **ONE HUNDRED percent (100%)** of the Total Estimate. The Reimbursement Claim is limited to: (a) the costs of removing, relocating or adjusting those Facilities which are physically in place and in conflict with the proposed construction and/or maintenance; (b) where replacement is necessary, the costs of replacement in kind, and any improvements or betterments made necessary by the proposed construction and/or maintenance; and (c) the costs incurred in acquiring additional easements or private rights-of-way, including without limitation easements for lines, access, tree trimming, guy wires, anchors and other devices, appliances and other equipment, and any and all other such easements and property rights as may be reasonably necessary for the Company's installation, operation and maintenance of its Facilities (collectively, the "Relocation Costs").

The cost of any improvements or betterments that are not made necessary by the proposed construction or maintenance shall not be subject to the percentage split contemplated above. Such costs shall be paid as follows: (a) the costs of any improvements or betterments of a Facility being made solely at Company's option (and not being made necessary by the proposed construction and/or maintenance) shall be fully paid by Company; and (b) the costs of any improvements or betterments of a Facility being made solely at County's request (and not being made necessary by the proposed construction and/or maintenance) shall be fully paid by County.

Upon completion by Company of the Work and subject to determination of Company's Prior Rights Claim in accordance with Sections 3 and 4 below, County will pay Company a sum equal to the lesser of (a) SEVEN HUNDRED TWENTY-ONE THOUSAND AND NINE HUNDRED EIGHTY-NINE Dollars (\$721,989.00), otherwise reflected as **ONE HUNDRED percent (100%)** of the Total Estimate and representing the aforementioned Reimbursement Claim, or (b) the corresponding percentage of actual Relocation Costs representing Company's compensable property interests with respect to the Project. County will also pay Company for the

costs of any improvements or betterments of a Facility being made solely at County's request and not being made necessary by the proposed construction and/or maintenance.

## **2.2 Progress Payments**

If Company chooses to submit invoices for progress payments, County will pay same within thirty (30) days from receipt of the invoice, subject to Verification (as defined below) thereof by the County. Upon completion of the Work, Company shall submit a final bill to County and County shall make a final payment within thirty (30) days from receipt of the final bill, subject to Verification thereof by the County.

## **2.3 Change in Scope**

In the event there is a change in the Project, including without limitation a change in scope, design, plans, service, property interests to be acquired, engineering or costs, due to either (a) events or circumstances beyond Company's reasonable control, or (b) County's request, the Parties will negotiate in good faith a mutually acceptable agreement or amendment to this Agreement, in writing, to address such change and any increase in costs above those set forth in the Estimate.

## **Section 3 DETERMINATION OF COMPENSABLE PROPERTY INTEREST**

3.1 If Company determines it has compensable property interests with respect to the Project, Company will submit a Reimbursement Claim. The Parties agree that they will in good faith share non-privileged information with each other related to the issue of prior rights for the Project. If County determines that Company's evidence is insufficient to make a determination as to Company's compensable property interests and the percentage of the Relocation Costs to be paid by Company based upon such compensable property interests, County will provide Company with a written basis for such insufficiency and request that Company provide additional information. County will make a determination as to any asserted Reimbursement Claim before the earlier of: (a) the date that is thirty (30) days after receipt of the Reimbursement Claim; and (b) the date on which Company needs to commence the Work in order to prevent a Project delay (the "Commencement Date").

3.2 In the event that a determination cannot reasonably be made prior to the Commencement Date, provided that County certifies in writing to Company that the Project is time-sensitive due to construction scheduling with the possibility of damages for delay, safety concerns, or critical funding deadlines, Company will commence the Work without a written determination having been made. In such case, the Party's rights, claims and defenses with regard to the issue of compensable property interests and prior rights will not be waived or affected in any manner. If County does not thereafter make a determination regarding the Reimbursement Claim within six (6) months from the date of County's receipt of same, the Reimbursement Claim will be deemed approved by County.

## **Section 4**      **DISPUTE RESOLUTION**

### **4.1**      **Disagreement**

If Company disagrees with County's determination with regard to the Reimbursement Claim and the Parties are unable to settle the issue through informal negotiations, then, at the request of either Party, the Parties agree to escalate the matter pursuant to Section 4.2 below.

### **4.2**      **Dispute Notice**

Except as otherwise set forth in this Agreement, any controversy or claim arising out of or relating to this Agreement, or the breach thereof, will be settled: (a) first, by good faith efforts to reach mutual agreement of the Parties; and (b) second, if mutual agreement is not reached within thirty (30) calendar days of a written request by a Party to resolve the controversy or claim (the "Dispute Notice"), each of the Parties will appoint a designated representative who has authority to settle the dispute (or who has authority to recommend to the governing body of such Party a settlement of the dispute) and who is at a higher level of management than the persons with direct responsibility for administration of this Agreement. The designated representatives will meet as often as they reasonably deem necessary in order to discuss the dispute and negotiate in good faith in an effort to resolve such dispute. The specific format for such discussions will be left to the discretion of the designated representatives, provided, however, that all reasonable requests for relevant information made by one Party to the other Party will be honored if such information is reasonably available. If within sixty (60) days after issuance of a Dispute Notice (a) the Parties are unable to resolve issues related to the dispute, or (b) County fails to approve any tentative agreement reached, the Parties agree to participate in confidential, non-binding mediation pursuant to Section 4.3 below, it being understood, however, that nothing herein will diminish or relieve either Party of its rights or obligations under this Section 4.

### **4.3**      **Mediation**

If the Parties are unable to resolve a dispute through informal negotiations or pursuant to Section 4.2, the Parties agree to participate in confidential, non-binding mediation by an impartial, third party mediator mutually agreed upon by the Parties, at a mutually convenient location. The Parties agree that a potential mediator's experience in prior rights and real estate law will be relevant factors in selecting a mediator. In the event the Parties are unable to agree on a third party mediator within ninety (90) days of issuance of the Dispute Notice, each Party shall designate a mediation representative, and the two mediator representatives shall in good faith select a third party mediator. Each Party shall be responsible for its own attorneys' fees and expenses and for providing its own information and documentation applicable to the dispute to the mediator. All other agreed upon costs of the mediation will be apportioned equally to each Party. Any dispute not resolved by negotiation, escalation or mediation may then be submitted to a court of competent jurisdiction, and either Party may invoke any remedies at law or in equity. Nothing contained herein, however, will preclude the Parties from first seeking temporary injunctive or other equitable relief. The Parties agree that any statute of limitations, equity or other time-based periods shall be tolled as of and from the date of the Dispute Notice until a complaint, if any, is filed.

## **Section 5**      **VERIFICATION**

### 5.1 **Material Discrepancy**

For purposes of this Section 5, “Verification” means that County has reasonably determined that there is a material discrepancy between Company’s invoiced charges and County’s calculation of charges owed, which invoiced charges are subject to a bona fide dispute; provided, however, County agrees to provide the Company with written notice, including supporting documentation, illustrating the basis for such bona fide dispute, within sixty (60) days of receipt of the invoice in dispute. Should County fail to provide such documentation within the specified time period, County must pay the disputed amount. County must pay any undisputed portion of the invoice total within thirty (30) days after its receipt of the invoice. County must pay any disputed portion of the invoice total within thirty (30) days of the date the dispute is resolved, to the extent the dispute is resolved in favor of Company.

### 5.2 **Audit**

At any time within thirty-six (36) months after the date of final payment, County, at its sole expense, may audit the non-privileged cost records, support documentation and accounts of Company pertaining to this Project to solely assess the accuracy of the invoices submitted by Company and notify Company of any amount of any unallowable expenditure made in the final payment under this Agreement, or, if no unallowable expenditure is found, notify Company of that fact in writing. Any such audit will be conducted by representatives of County or, if applicable, the Georgia Department of Transportation or the Federal Highway Administration, after reasonable advance written notice to Company and during regular business hours at the offices of Company in a manner that does not unreasonably interfere with Company’s business activities and subject to Company’s reasonable security requirements. As a prerequisite to conducting such audit, County or, if applicable, the Georgia Department of Transportation or the Federal Highway Administration, will sign Company’s Nondisclosure Agreement. Company may redact from its records provided to County information that is confidential and irrelevant to the purposes of the audit. Company will reasonably cooperate in any such audit, providing access to Company records that are reasonably necessary to enable County to test the accuracy of the invoices to which the audit pertains, provided that County or, if applicable, the Georgia Department of Transportation or the Federal Highway Administration, may only review, but not copy, such records. If Company agrees with the audit results and does not pay any such bill within ninety (90) days of receipt of the bill from County (based on the mutually agreed upon audit results), County may set off the amount of such bill against the amounts owed Company on any then-current contract between Company and County. If, following the audit, the Parties are unable to resolve any dispute concerning the results of the audit through informal negotiation, the provisions of Sections 4.2 and 4.3 will govern the resolution of the dispute. County may not perform an audit pursuant to this Agreement more frequently than once per calendar year and may not conduct audits twice within any six (6) months.

## **Section 6** **COUNTY AS PARTY**

County acknowledges that this Agreement is “proprietary” in nature under applicable Georgia law, as permitted by O.C.G.A. § 36-60-13(j), and not “governmental” or “legislative,” as prohibited by O.C.G.A. § 36-30-3(a). County further represents and warrants that this Agreement will comply with all applicable laws concerning County actions and approvals and execution of binding agreements. County covenants to undertake all actions necessary to bind County.



**Section 7**      **COMMENCEMENT AND TERMINATION CONDITIONS**

Company is not obligated to commence the Work until Parties agree on the removal, relocation and/or adjustment to Company's facilities required by the Project. If County fails to authorize commencement of the Work by October 23, 2026, Company will have no obligation to begin the Work and may terminate this Agreement without penalty by providing County with notice in writing. If County fails to sign and return this Agreement to Company October 23, 2026, any offer made by Company pursuant to the Agreement is automatically revoked and the agreement is void and of no effect.

**Section 8**      **MISCELLANEOUS PROVISIONS**

Duplicate originals of this Agreement will be executed, each of which will be deemed an original but both of which together will constitute one and the same instrument. This Agreement may be modified only by an amendment executed in writing by a duly authorized representative for each Party. This Agreement contains the entire agreement of the Parties, and all prior oral agreements are superseded and integrated into this Agreement. This Agreement will be governed by and construed in accordance with the laws of the State of Georgia. This Agreement shall accrue to the benefit of and be binding upon the successors and assigns of the Parties. The Parties agree that this Agreement shall be deemed to have been executed in Georgia.

**[SIGNATURES ON THE FOLLOWING PAGE]**

**IN WITNESS WHEREOF**, the Parties have executed this Contract in four (4) counterparts, each of which shall be deemed an original in the year and day first above mentioned.

**ATTEST:**

**LOWNDES County, GEORGIA**

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Chairman, Board of Commissioners**

**Witness:** \_\_\_\_\_

(SEAL)

**Notary:** \_\_\_\_\_

(SEAL)

**Approved as to Form by:**

\_\_\_\_\_  
**Lowndes County Department of  
Transportation**

Recorded on the Minutes of the County Commission at Minute Book \_\_\_\_, Page \_\_\_\_.

**ATTEST:**

**GEORGIA POWER COMPANY**

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Witness:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Notary:** \_\_\_\_\_

(SEAL)

**[Give proper title of each person executing Agreement. Attach seal as required.]**



**DOT Prior Rights Research PI# 0016280**  
**Twin Lakes Rd, Paving and Drainage**  
**Improvements – Lowndes County**

Prepared By: Ellie W Jones

Date: October 10, 2025

Prior rights research for the above DOT project in Lowndes County is complete. A thorough search has been performed in the Georgia Power Company LIMS database by Land District, Land Lot, property owners and address. The project is in the 16<sup>th</sup> Land District and Land Lots 62, 63, 78 and 77 of Lowndes County. The conflict locations are along Twin Lakes Rd CR 390 from Loch Laurel Rd to GA Southern RR.

**Distribution:**

*Distribution Base Map Number: 0735-0162, 0738-0162, 0741-0162 and 0744-0162.*

Georgia Power Company placed distribution facilities on private property along the project area of Twin Lakes Road in or prior to 1977, easement are shown beginning along the western end of project as follows:

- Dr J.B. Carroll, Jr & Hilda C. Griffin, (PSN 184357,1977); Mrs. Howard Griffin, (PSN 184670, 1983); Nancy G. Hobby, Virginia G. Tyson & Charles Hobby, (PSN 632208, 2018)
- Bobby Lambert (PSN 630839,2018), Scott Aldridge (PSN 630840, 2018. Serviced off of T#1007112, 1<sup>st</sup> connected in 2010), Turner Family Investment/Warren Turner (PSN 630841, 2018), Eugene Ritter (west side of prop., power 1<sup>st</sup> connected in 2000), all acquired from Carter & McCracken in 2004, purchased subject to prior easements (Twin Lakes Rd shown as 30' r/w on Plat attached)
- *Historically Bridges and Cowart Property.* John O Bridges (PSN 630838, 2018), Eugene Ritter (east side of prop., house built 1984, presumably with power), Daniel Bacon (serviced off T#7688, #32- 1<sup>st</sup> connected in 1985; #34- 1<sup>st</sup> connected in 1986), Tony Carter (serviced off T#8889, 1<sup>st</sup> connect and built 4/1988), Michael Hurst (PSN 435143 1999) Tree Trim Permit, Michael Chauncey (PSN 435143, 1999, serviced off T#825982, built 1999, 1<sup>st</sup> connect 3/2000), Ronald Phelps (PSN435144, 1999, Phelps Subdivision plat record 1986).
- GPC easement, Valdosta – White Springs TL (MF – H263, Sht 10 & 11 – 1927).
- J.C. Cowart (PSN 393857, 1999, E – RR & W – by Phelps), Greg Green (serviced off T#8539, built and 1<sup>st</sup> connect 1987), Brenda Johnson (built and 1<sup>st</sup> connect 1992), Katrina Moore (built 1993).

**Conclusion:**

Georgia Power Company placed distribution facilities within private easements beginning in or around 1977. Lowndes County would have to provide evidence of earlier right-of-way acquisition if claiming prior rights.

# LOWNDES COUNTY

## Twin Lakes Rd, Paving and Drainage Improvements

PI # 0016280

Sept. 25, 2025

Work Loc. #	Compensable	Non-Compensable	<u>Comments:</u> Distribution Line along Twin Lakes Road was established on private property prior to acquisition of County right-of-way.
<b>Sht. No. C5.0 thru Sht. No. C6.5 NO CONFLICTS</b>			
<b>Sht. No. C6.6</b>			
13	X		J.B. Carroll & Hilda Griffin (184357,1977); Howard Griffin (184670, 1983); Tyson & Hobby (632208, 2018)
14	X		Bobby Lambert (630839, 2018)
15	X		Bobby Lambert (630839, 2018)
16	X		Scott Aldridge (630840, 2018)
<b>Sht. No. 6.7</b>			
17	X		Scott Aldridge (630840, 2018) 1 <sup>st</sup> Connect 2010 off T#1007112)
18	X		See Loc. 16 & 17
20	X		Eugene Ritter/Lake Bowden LLC. - D.L. was established on private property prior to County acquired right-of-way.
<b>Sht. No. C6.8</b>			
22	X		See Loc. 20
23	X		See Loc. 20
<b>Sht. No. C6.9 NO CONFLICTS</b>			
<b>Sht. No. C6.10</b>			
27	X		See Loc. 20
28	X		See Loc. 20
29	X		See Loc. 20
<b>Sht. No. C6.11</b>			
30	X		See Loc. 20
31	X		See Loc. 20
32	X		Eugene Ritter, formerly Mullis. House built in 1984. D.L. was established on private property prior to County acquired right-of-way.
32	X		Bacon/Wassmuth, Loc. 32 – 1 <sup>st</sup> connect 1985; Loc. 34, 1 <sup>st</sup> Connect 1986 off T#7688
33	X		Tony Carter (1 <sup>st</sup> connect & built 1988, off T#8889), Michael Chauncey (PSN 435143, 1999, built 1999, 1 <sup>st</sup> connect 3/200, serviced off T# 825982.
34	X		Bacon/Wassmuth, Loc. 32 – 1 <sup>st</sup> connect 1985; Loc. 34, 1 <sup>st</sup> Connect 1986 off T#7688

Work Loc. #	Compensable	Non- Compensable	<b><u>Comments:</u> Distribution Line along Twin Lakes Road was established on private property prior to acquisition of County right-of-way.</b>
35	X		Michael Hurst (PSN 435143 1999) Tree Trim Permit, Michael Chauncey (built 1999, 1 <sup>st</sup> connect 3/200, serviced off T# 825982.)
<b>Sht. No. C6.12</b>			
36	X		Ronald Phelps (PSN 435144, 1999) Tree Trim Permit.
37	X		J.C. Cowart (PSN 393857 1990), Greg Green, (built & 1 <sup>st</sup> connect 1987, serviced off T#8539)
<b>Sht. No. C6.12 con't</b>			
38	X		G.P.C. – Valdosta – White Springs TL (MF – H263, Sht 10 & 11)
39	X		See Loc. 38
<b>Sht. No. C6.13</b>			
41	X		See Loc. 38
42	X		J.C. Cowart (PSN 393857 1990), Brenda Johnson, (built & 1 <sup>st</sup> connect 1992)
44	X		J.C. Cowart (PSN 393857 1990), Katrina Moore, (built 1993)

PSN 630841

LOWNDES COUNTY, GA  
FILED IN OFFICE

OK 6442 PG 116

18 JUN -5 PM 3:29

*Beth C. Greene*  
CLERK OF SUPERIOR COURT

-----  
PROJECT 2017088842      LETTER FILE 9-15886      DEED FILE 25193      MAP FILE N/A  
ACCOUNT NUMBER      69596-VBS-0-S01117-0-GP700-30000000-0  
NAME OF LINE/PROJECT: SUWANNEE-TWIN LAKES SOUTH FEEDER (LOWNDES COUNTY)  
DISTRIBUTION LINE  
PARCEL NUMBER 007  
-----

STATE OF GEORGIA  
LOWNDES COUNTY

### E A S E M E N T

For and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, in hand paid by GEORGIA POWER COMPANY, a Georgia corporation (the "Company"), the receipt and sufficiency of which are hereby acknowledged, TURNER FAMILY INVESTMENTS, LP (the "Undersigned", which term shall include heirs, successors and/or assigns), whose mailing Address is P.O. Box 157, Valdosta, GA 31603, does hereby grant and convey to the Company, its successors and assigns, the right, privilege and easement to go in, upon, along, across, under and through the Property (as defined below) for the purposes described herein.

The "Property" is defined as that certain tract of land owned by the Undersigned at Corinth Church Rd, Lake Park, GA 31636 (Tax Parcel ID No. 0195 032C) in Land Lot 63 of the 16 District of Lowndes County, Georgia.

The "Easement Area" is defined as any portion of the Property located within ten (10) feet of the centerline of the overhead distribution line(s) as installed in the approximate location shown on "Exhibit A" attached hereto and made a part hereof.

The rights granted herein include and embrace the right of the Company to construct, operate, maintain, repair, renew and rebuild continuously upon and under the Easement Area its lines for transmitting electric current with poles, wires, transformers, service pedestals, anchors, guy wires and other necessary apparatus, fixtures, and appliances; the right to attach communication



PARCEL 007

NAME OF  
LINE/PROJECT:

SUWANNEE-TWIN LAKES SOUTH FEEDER (LOWNDES COUNTY)  
DISTRIBUTION LINE

BK6442PG117

facilities and related apparatus, fixtures, and appliances to said poles; the right to stretch communication or other lines within the Easement Area; the right to permit the attachment of the cables, lines, wires, apparatus, fixtures, and appliances of any other company or person to said poles for electrical, communication or other purposes; the right to assign this Easement in whole or in part; the right at all times to enter upon the Easement Area for the purpose of inspecting said lines and/or making repairs, renewals, alterations and extensions thereon, thereunder, thereto or therefrom; the right to cut, trim, remove, clear and keep clear of said overhead or underground lines, transformers, fixtures, and appliances all trees and other obstructions that may in the opinion of the Company now or hereafter in any way interfere or be likely to interfere with the proper maintenance and operation of said overhead or underground lines, transformers, fixtures, and appliances; the right of ingress and egress over the Property to and from the Easement Area; and the right to install and maintain electrical and communication lines and facilities to existing and future structure(s) within the Easement Area under the easement terms provided herein. Any timber cut on the Easement Area by or for the Company shall remain the property of the owner of said timber.

The Undersigned does not convey any land, but merely grants the rights, privileges and easements hereinbefore set out.

The Company shall not be liable for or bound by any statement, agreement or understanding not hereinexpressed.

[Signature(s) on Following Page(s)]

PARCEL 007

NAME OF  
LINE/PROJECT:

SUWANNEE-TWIN LAKES SOUTH FEEDER (LOWNDES COUNTY)  
DISTRIBUTION LINE

IN WITNESS WHEREOF, the Undersigned has/have hereunto set his/her/their  
hand(s) and seal(s), this 24<sup>th</sup> day of April, 2018.

Signed, sealed and delivered in the  
presence of:

TURNER FAMILY INVESTMENTS, LP

Betti Adams

Witness

By: [Signature] (SEAL)

Name: L. Warren Turner, Jr.

Title: General Partner

Jane Bussone

Notary Public

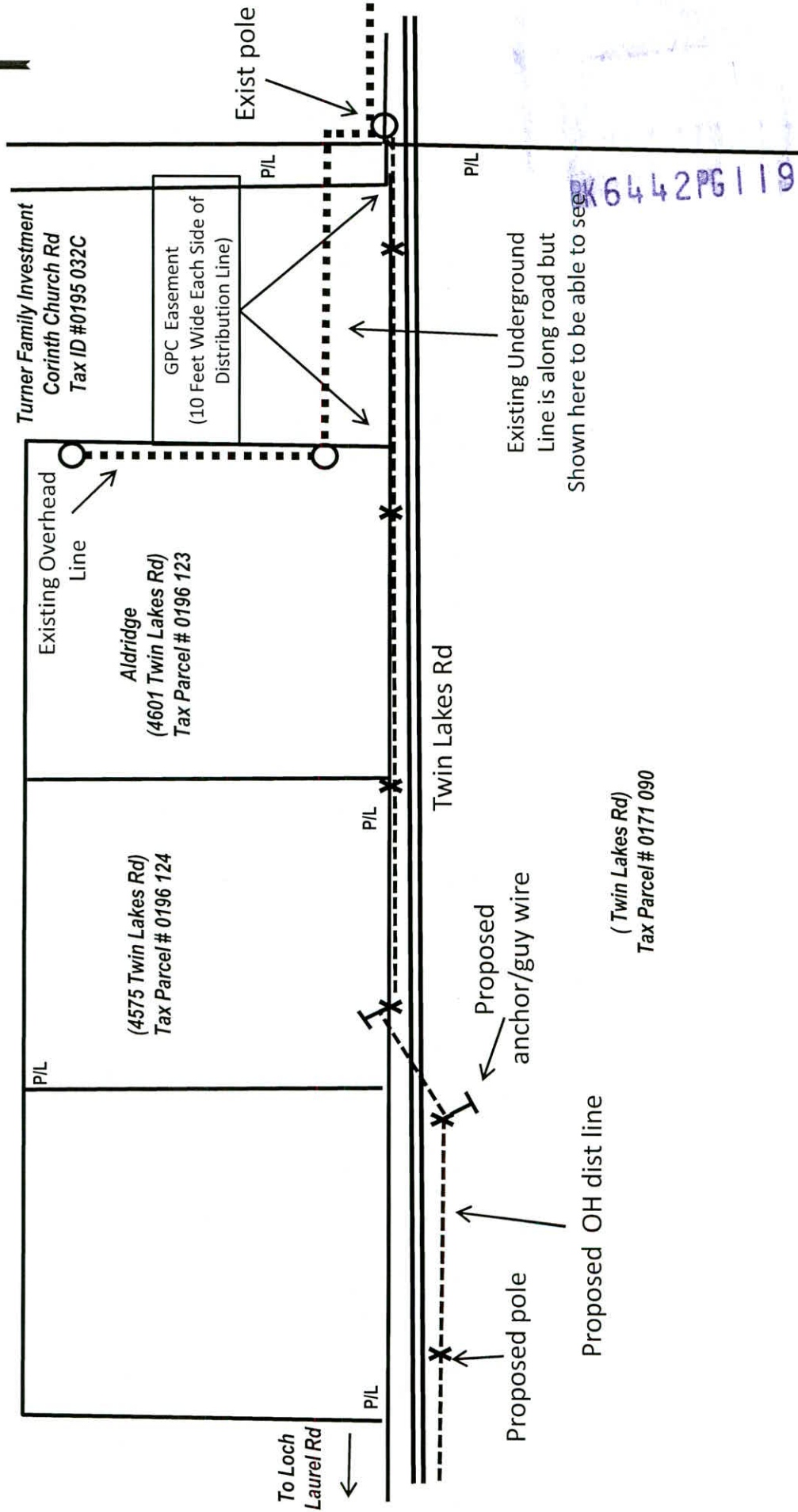
By: \_\_\_\_\_ (SEAL)

Name:

Title:



# Exhibit "A"



PK6442PG119



Environmental & Natural Resources

Parcel 007

DRAWING NOT TO SCALE

**SUWANNEE-TWIN LAKES SOUTH FEEDER  
(LOWNDES COUNTY) DISTRIBUTION LINE**  
LIMS # 2017088842  
Work Location(s): N/A



241 Ralph McGill Boulevard  
Bin 10151  
Atlanta, GA 30308-3374

BK 6442 PG 120



March 23rd, 2018

VIA E-MAIL

Turner Family Investments, L.P.  
c/o Mr. L. Warren Turner, Jr.  
P.O. Box 157  
Valdosta, GA 31603

RE: Georgia Power Company ("**Georgia Power**") Easements for its Suwanee – Twin Lakes Transmission Line (collectively, the "**Easements**"), Crossing Property Owned by Turner Family Investments, L.P. ("**Turner**") located in Land Lot 63, Lowndes County, Georgia, as Depicted on the Enclosed Survey dated June 18, 2001

Mr. Turner:

Thank you for discussing with me your desire to plant Satsuma Orange Trees within Georgia Power's existing electrical transmission line right of way established by the Easements (the "**Right of Way**").

In order to accommodate the request to plant such trees within the Right of Way, Georgia Power and Turner hereby agree to the following terms:

- (1) Planting and Maintenance of Trees. Turner will be permitted to plant and maintain Satsuma Orange Trees (collectively, the "**Trees**") within the Right of Way described in the Easements, provided that:
  - (a) Such Trees belong to species or varieties that, to the best of Turner's knowledge and belief, are intended to grow to a height at maturity of fifteen (15) feet or less;
  - (b) Such Trees are properly maintained by Turner, at its sole cost and expense, and are not allowed to exceed fifteen (15) feet in height;
  - (c) Such Trees are planted at a distance greater than twenty-five (25) feet from any transmission line structure or attachment thereto, including down guys and anchors;
  - (d) Such Trees shall be planted in a manner and in locations to create a continuous, unimpeded vehicular accessway between each of the transmission structures located within the Right of Way, and to allow for ingress and egress to and from such transmission structures and Corinth Church Rd, it being acknowledged that such accessway shall be wide enough to permit Georgia Power's vehicles and equipment to reach the transmission structures and facilities located within the Right of Way; and
  - (e) Such Trees, in Georgia Power's judgment, do not interfere with or endanger the construction, operation, or maintenance of the transmission line and related facilities.
- (2) Recognition of Particular Easement Rights. As you have been made aware and as stated in the Easements, you acknowledge and agree that Georgia Power shall continue to have the rights to clear, keep clear, remove, and dispose of all undergrowth, trees, obstructions, objects, structures, and improvements on the Right of Way, which are inconsistent with the rights granted to Georgia Power and which may, in Georgia Power's judgment, interfere with or endanger the construction,

operation, or maintenance of the transmission structures and facilities located within the Right of Way. **Such rights shall include, without limitation, the right to permanently remove any Trees which Georgia Power discovers at any time have grown taller than fifteen (15) feet in height, and the right to remove, trim and/or damage any Trees that need to be removed, trimmed or damaged, in Georgia Power's judgment, during emergency situations affecting the transmission structures and facilities within the Right of Way.**

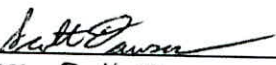
- (3) Release and Related Matters. By your execution of this letter, you acknowledge and agree on behalf of Turner, yourself, your heirs, executors, and administrators, you release and forever discharge Georgia Power and its officers, directors, representatives, employees, agents, successors and assigns from all manner of claims, actions and demands of any kind and nature, whether known or unknown, in law or in equity, whether accrued or hereinafter maturing, which you then may have, or have ever had, arising out of or related in any way whatsoever to any existing vegetation within the Right of Way and to the damage or removal by Georgia Power of any of the Trees contemplated herein.

If the terms above are agreeable, please countersign on the line provided below and return an executed copy of this letter to Scott Dawson. This letter agreement and the Easements constitute the entire understanding between Georgia Power and you on this matter and supersede all prior oral or written understandings concerning any issue in this matter.

If you have any questions, please feel free to contact Scott Dawson at (229)392-5597 or [stdawson@southernco.com](mailto:stdawson@southernco.com).

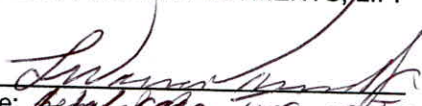
Thank you again for your time and consideration.

Yours truly,

By:   
 Name: Scott Dawson  
 Title: Utility Account Sr., Georgia Power Company

Read, Acknowledged and Agreed:

TURNER FAMILY INVESTMENTS, L.P.

By:   
 Name: General Partner  
 Title: General Partner

cc: David Vincent (via e-mail)  
 Zach Luckie (via e-mail)  
 Scott Dawson (via e-mail)



LOWNDES COUNTY, GA  
FILED IN OFFICE

18 JUN -5 PM 3:29

BK6442PG105

*Beth C. Greene*  
CLERK OF SUPERIOR COURT

-----  
PROJECT 2017088842      LETTER FILE 9-15886      DEED FILE 25193      MAP FILE N/A  
ACCOUNT NUMBER 69596-VBS-0-S01117-0-GP700-30000000-0  
NAME OF LINE/PROJECT: SUWANNEE-TWIN LAKES SOUTH FEEDER (LOWNDES COUNTY)  
DISTRIBUTION LINE  
PARCEL NUMBER 004  
-----

STATE OF GEORGIA  
LOWNDES COUNTY

### E A S E M E N T

For and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, in hand paid by GEORGIA POWER COMPANY, a Georgia corporation (the "Company"), the receipt and sufficiency of which are hereby acknowledged, JOHN O BRIDGES, JR. AND KATHERINE POTTS BRIDGES (the "Undersigned", which term shall include heirs, successors and/or assigns), whose mailing Address is 11099 Big Canoe, Big Canoe, GA 30143-5143, does hereby grant and convey to the Company, its successors and assigns, the right, privilege and easement to go in, upon, along, across, under and through the Property (as defined below) for the purposes described herein.

The "Property" is defined as that certain tract of land owned by the Undersigned at 4749 Peat Moss Rd, Lake Park, GA 31636 (Tax Parcel ID No. 0195 041) in Land Lot 62, 63 of the 16 District of Lowndes County, Georgia.

The "Easement Area" is defined as any portion of the Property located within ten (10) feet of the centerline of the overhead distribution line(s) as installed in the approximate location shown on "Exhibit A" attached hereto and made a part hereof.

The rights granted herein include and embrace the right of the Company to construct, operate, maintain, repair, renew and rebuild continuously upon and under the Easement Area its lines for transmitting electric current with poles, wires, transformers, service pedestals, anchors, guy wires and other necessary apparatus, fixtures, and appliances; the right to attach communication



-----  
PARCEL 004

NAME OF  
LINE/PROJECT:

SUWANNEE-TWIN LAKES SOUTH FEEDER (LOWNDES COUNTY)  
DISTRIBUTION LINE  
-----

facilities and related apparatus, fixtures, and appliances to said poles; the right to stretch communication or other lines within the Easement Area; the right to permit the attachment of the cables, lines, wires, apparatus, fixtures, and appliances of any other company or person to said poles for electrical, communication or other purposes; the right to assign this Easement in whole or in part; the right at all times to enter upon the Easement Area for the purpose of inspecting said lines and/or making repairs, renewals, alterations and extensions thereon, thereunder, thereto or therefrom; the right to cut, trim, remove, clear and keep clear of said overhead or underground lines, transformers, fixtures, and appliances all trees and other obstructions that may in the opinion of the Company now or hereafter in any way interfere or be likely to interfere with the proper maintenance and operation of said overhead or underground lines, transformers, fixtures, and appliances; the right of ingress and egress over the Property to and from the Easement Area; and the right to install and maintain electrical and communication lines and facilities to existing and future structure(s) within the Easement Area under the easement terms provided herein. Any timber cut on the Easement Area by or for the Company shall remain the property of the owner of said timber.

The Undersigned does not convey any land, but merely grants the rights, privileges and easements hereinbefore set out.

The Company shall not be liable for or bound by any statement, agreement or understanding not herein expressed.

[Signature(s) on Following Page(s)]

PARCEL 004

NAME OF  
LINE/PROJECT:

SUWANNEE-TWIN LAKES SOUTH FEEDER (LOWNDES COUNTY)  
DISTRIBUTION LINE

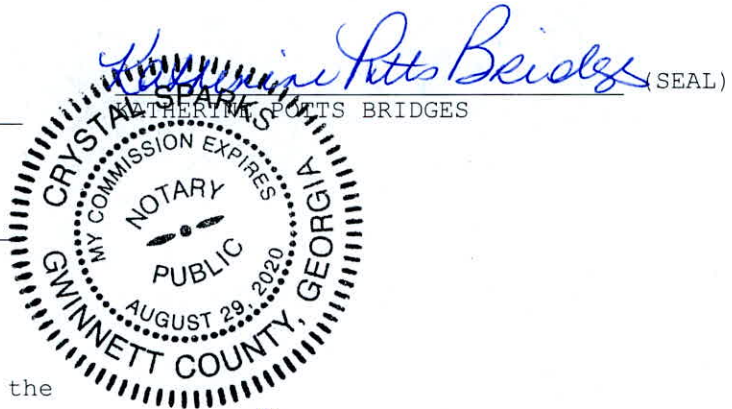
BK6442PG106

IN WITNESS WHEREOF, the Undersigned has/have hereunto set his/her/their  
hand(s) and seal(s), this 2 day of May, 2018.

Signed, sealed and delivered in the  
presence of:

Witness

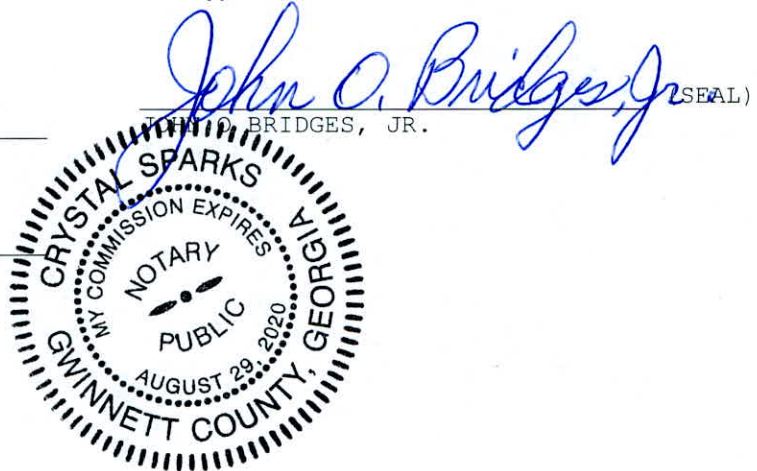
Crystal Sparks  
Notary Public



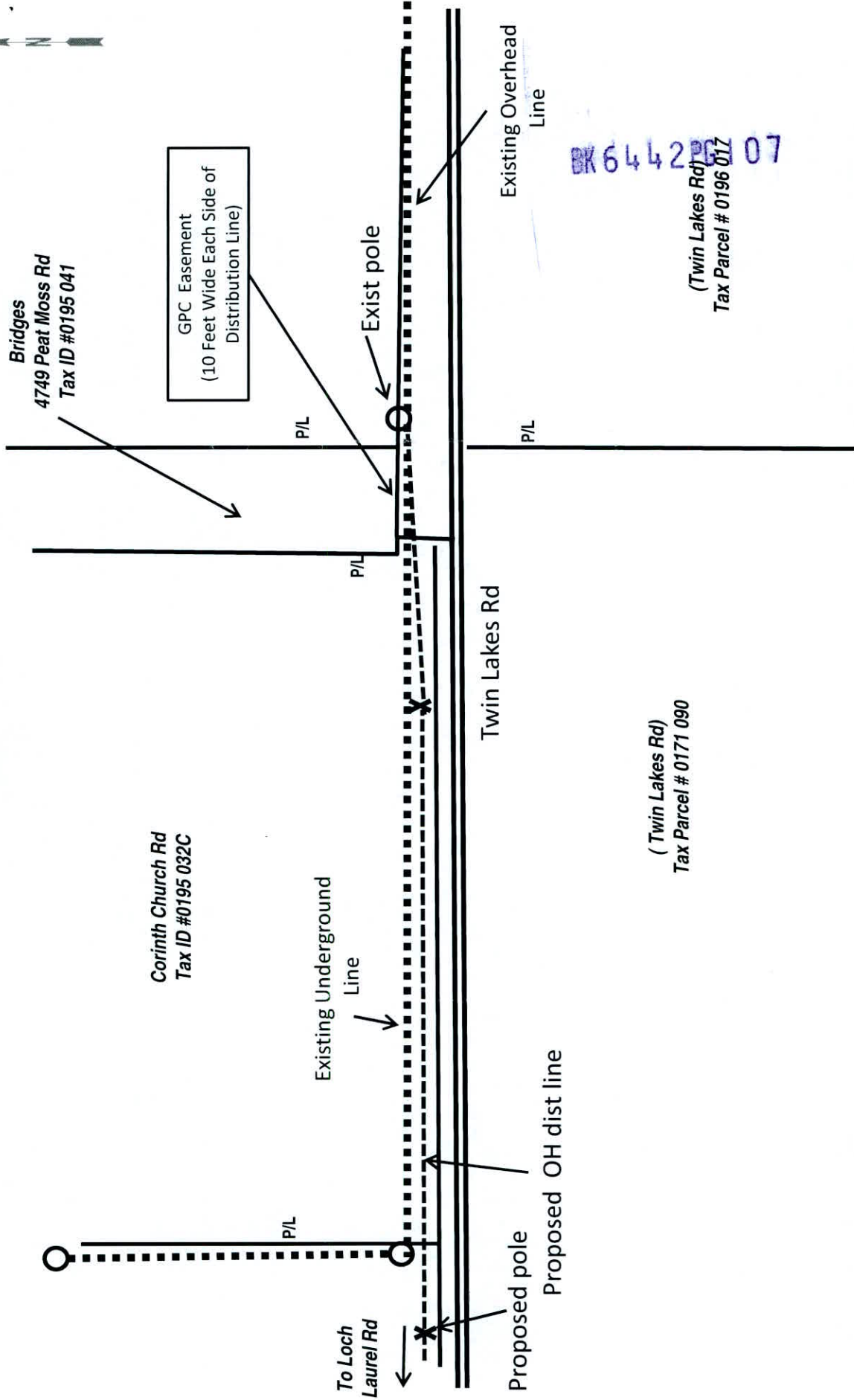
Signed, sealed and delivered in the  
presence of:

Witness

Crystal Sparks  
Notary Public



# Exhibit "A"



Environmental & Natural Resources

Parcel 004

DRAWING NOT TO SCALE

**SUWANNEE-TWIN LAKES SOUTH FEEDER  
(LOWNDES COUNTY) DISTRIBUTION LINE**  
LIMS # 2017088842  
Work Location(s): N/A



LOWNDES COUNTY, GA  
FILED IN OFFICE

18 JUN -5 PM 3: 29

BK6442PG112

*Beth C. Greene*  
CLERK OF SUPERIOR COURT

-----  
PROJECT 2017088842      LETTER FILE 9-15886      DEED FILE 25193      MAP FILE N/A  
ACCOUNT NUMBER 69596-VBS-0-S01117-0-GP700-30000000-0  
NAME OF LINE/PROJECT: SUWANNEE-TWIN LAKES SOUTH FEEDER (LOWNDES COUNTY)  
DISTRIBUTION LINE  
PARCEL NUMBER 006  
-----

STATE OF GEORGIA  
LOWNDES COUNTY

### E A S E M E N T

For and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, in hand paid by GEORGIA POWER COMPANY, a Georgia corporation (the "Company"), the receipt and sufficiency of which are hereby acknowledged, SCOTT F ALDRIDGE (the "Undersigned", which term shall include heirs, successors and/or assigns), whose mailing Address is 4601 Twin Lakes Rd, Lake Park, GA 31636-3188, does hereby grant and convey to the Company, its successors and assigns, the right, privilege and easement to go in, upon, along, across, under and through the Property (as defined below) for the purposes described herein.

The "Property" is defined as that certain tract of land owned by the Undersigned at 4601 Twin Lakes Rd, Lake Park, GA 31636 (Tax Parcel ID No. 0196 123) in Land Lot 63 of the 16 District of Lowndes County, Georgia.

The "Easement Area" is defined as any portion of the Property located within ten (10) feet of the centerline of the overhead distribution line(s) as installed in the approximate location shown on "Exhibit A" attached hereto and made a part hereof.

The rights granted herein include and embrace the right of the Company to construct, operate, maintain, repair, renew and rebuild continuously upon and under the Easement Area its lines for transmitting electric current with poles, wires, transformers, service pedestals, anchors, guy wires and other necessary apparatus, fixtures, and appliances; the right to attach communication

PARCEL 006

NAME OF  
LINE/PROJECT:

SUWANNEE-TWIN LAKES SOUTH FEEDER (LOWNDES COUNTY)  
DISTRIBUTION LINE

BK6442PG113

facilities and related apparatus, fixtures, and appliances to said poles; the right to stretch communication or other lines within the Easement Area; the right to permit the attachment of the cables, lines, wires, apparatus, fixtures, and appliances of any other company or person to said poles for electrical, communication or other purposes; the right to assign this Easement in whole or in part; the right at all times to enter upon the Easement Area for the purpose of inspecting said lines and/or making repairs, renewals, alterations and extensions thereon, thereunder, thereto or therefrom; the right to cut, trim, remove, clear and keep clear of said overhead or underground lines, transformers, fixtures, and appliances all trees and other obstructions that may in the opinion of the Company now or hereafter in any way interfere or be likely to interfere with the proper maintenance and operation of said overhead or underground lines, transformers, fixtures, and appliances; the right of ingress and egress over the Property to and from the Easement Area; and the right to install and maintain electrical and communication lines and facilities to existing and future structure(s) within the Easement Area under the easement terms provided herein. Any timber cut on the Easement Area by or for the Company shall remain the property of the owner of said timber.

The Undersigned does not convey any land, but merely grants the rights, privileges and easements hereinbefore set out.

The Company shall not be liable for or bound by any statement, agreement or understanding not herein expressed.

[Signature(s) on Following Page(s)]

PARCEL 006

NAME OF  
LINE/PROJECT:

SUWANNEE-TWIN LAKES SOUTH FEEDER (LOWNDES COUNTY)  
DISTRIBUTION LINE

DK 6442PG114

IN WITNESS WHEREOF, the Undersigned has/have hereunto set his/her/their  
hand(s) and seal(s), this 14th day of February, 2018.

Signed, sealed and delivered in the  
presence of:

[Signature]  
Witness

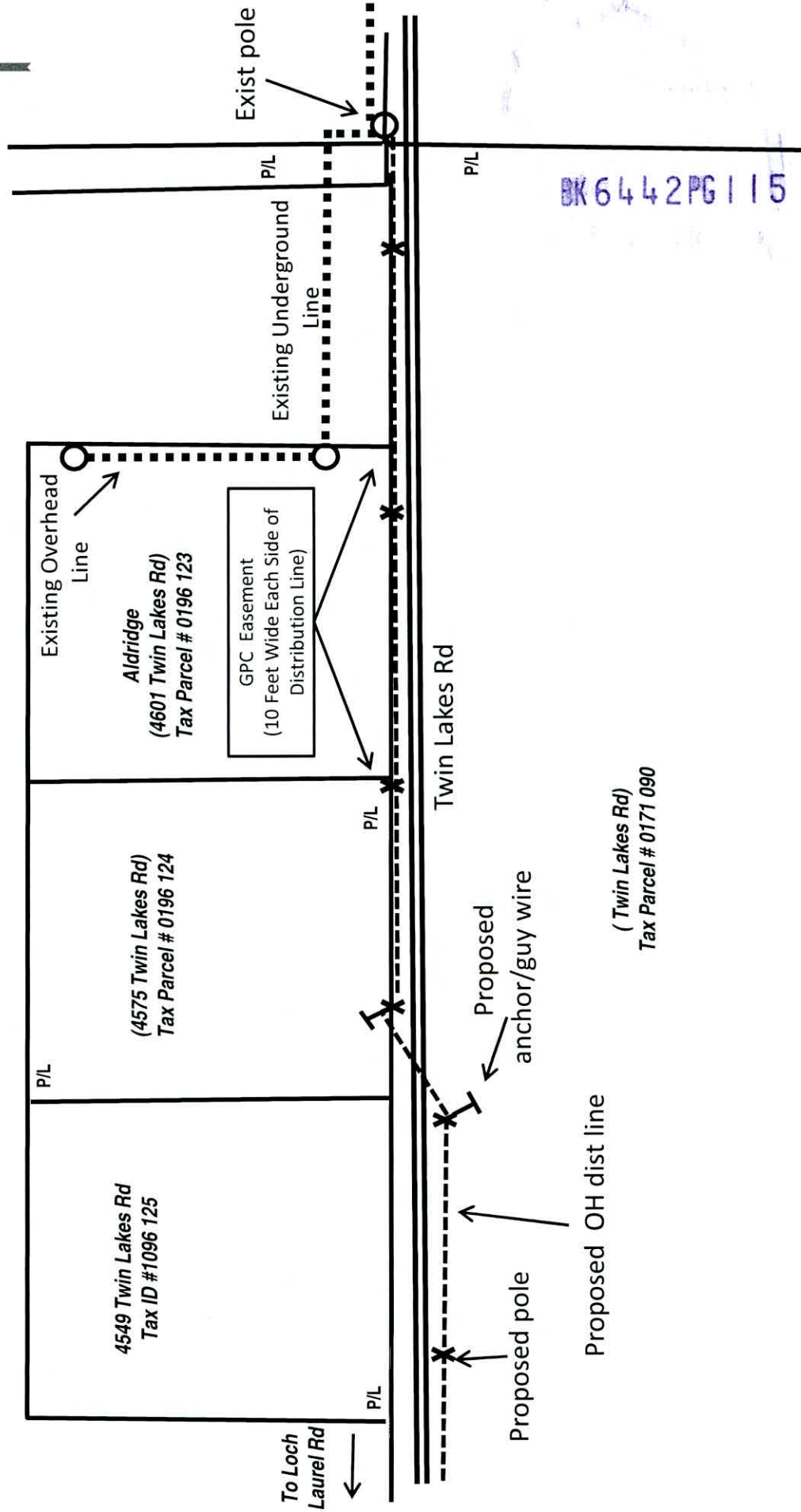
[Signature] (SEAL)  
SCOTT F ALDRIDGE

[Signature]  
Notary Public





# Exhibit "A"



BK 6442 PG 115



Environmental & Natural Resources

Parcel 006

DRAWING NOT TO SCALE

SUWANNEE-TWIN LAKES SOUTH FEEDER  
(LOWNDES COUNTY) DISTRIBUTION LINE

LIMS # 2017088842

Work Location(s): N/A



-----  
PARCEL 005

NAME OF  
LINE/PROJECT:

SUWANNEE-TWIN LAKES SOUTH FEEDER (LOWNDES COUNTY)  
DISTRIBUTION LINE  
-----

BK6442PG109

facilities and related apparatus, fixtures, and appliances to said poles; the right to stretch communication or other lines within the Easement Area; the right to permit the attachment of the cables, lines, wires, apparatus, fixtures, and appliances of any other company or person to said poles for electrical, communication or other purposes; the right to assign this Easement in whole or in part; the right at all times to enter upon the Easement Area for the purpose of inspecting said lines and/or making repairs, renewals, alterations and extensions thereon, thereunder, thereto or therefrom; the right to cut, trim, remove, clear and keep clear of said overhead or underground lines, transformers, fixtures, and appliances all trees and other obstructions that may in the opinion of the Company now or hereafter in any way interfere or be likely to interfere with the proper maintenance and operation of said overhead or underground lines, transformers, fixtures, and appliances; the right of ingress and egress over the Property to and from the Easement Area; and the right to install and maintain electrical and communication lines and facilities to existing and future structure(s) within the Easement Area under the easement terms provided herein. Any timber cut on the Easement Area by or for the Company shall remain the property of the owner of said timber.

The Undersigned does not convey any land, but merely grants the rights, privileges and easements hereinbefore set out.

The Company shall not be liable for or bound by any statement, agreement or understanding not herein expressed.

[Signature(s) on Following Page(s)]



PARCEL 005

NAME OF  
LINE/PROJECT:

SUWANNEE-TWIN LAKES SOUTH FEEDER (LOWNDES COUNTY)  
DISTRIBUTION LINE

BK6442PG110

IN WITNESS WHEREOF, the Undersigned has/have hereunto set his/her/their  
hand(s) and seal(s), this 4th day of May, 2018.

Signed, sealed and delivered in the  
presence of:

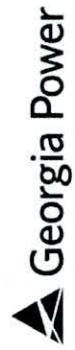
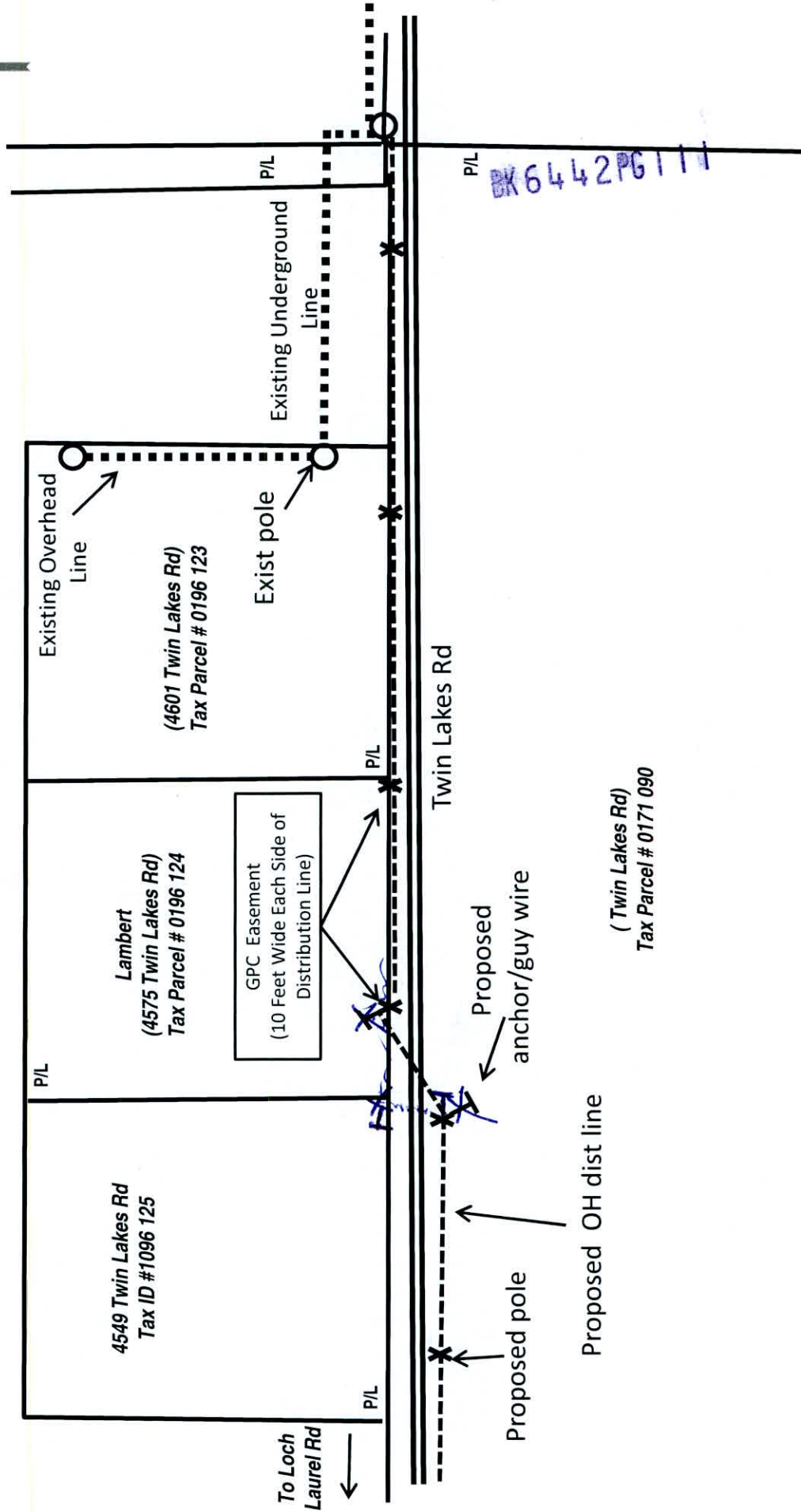
[Signature]  
Witness

[Signature] (SEAL)  
BOBBY LAMBERT

[Signature]  
Notary Public



# Exhibit "A"



Environmental & Natural Resources

Parcel 005

DRAWING NOT TO SCALE

**SUWANNEE-TWIN LAKES SOUTH FEEDER  
(LOWNDES COUNTY) DISTRIBUTION LINE**  
LIMS # 2017088842  
Work Location(s): N/A

BOOK 0728 PAGE 180

Name of Line Twin Lake HeightsAccount No. 0-70011-300-0-000170

## EASEMENT

STATE OF GEORGIA,

LOWMOES COUNTY.

Received of GEORGIA POWER COMPANY, hereinafter called the Company, the sum of

One And No/10Dollars (\$ 1.00 ), in consideration of whichthe undersigned, J. C. COWART, whose Post Office Address is

(Name)

Lake Park, Georgia, do hereby grant and convey to said Company, its successors

and assigns, the right, privilege and easement to go in, upon, along and across that tract of land owned by the

undersigned in Land Lot Number 62 of the 16 District, Sectionof LOWMOES County, State of Georgia, said lands being bounded as follows:on the North by lands of WELCH / PROPERTY OF DEVELOPMENT PRODUCTS INC.on the South by lands of TWIN LAKES ROADon the East by lands of GEORGIA SOUTHERN & FLORIDA RAILROADand on the West by lands of PHILIPS

together with the right to construct, operate and maintain continuously upon and under said land, its lines for transmitting electric current, with poles, wires, transformers, service pedestals, and other necessary apparatus, fixtures and appliances, including the right to stretch communication wires on said poles, or under said lands with necessary appliances; with the right to permit the attachment of the wires and appliances of any other company, or person, to said poles; together with the right at all times to enter upon said premises for the purpose of inspecting said lines, making repairs, renewals, alterations and extensions thereon, thereunder, thereto or therefrom; together with the right to cut away and keep clear of said overhead or underground lines, transformers, fixtures and appliances, all trees and other obstructions that may now or hereafter in any way interfere or be likely to interfere with the proper operation of said overhead or underground lines, transformers, fixtures and appliances; also the right of ingress and egress over said land to and from said lines. Any timber cut on said land by or for said Company shall remain the property of the owner of said timber.

The undersigned does not convey any land, but merely grants the rights, privileges and easements hereinbefore set out.

GENERAL POLE LINE EASEMENT ALONG FERNWOOD DRIVE IN TWIN LAKES  
HEIGHTS SUBDIVISION SECTIONS III AND ADJACENT EASEMENTS ALONG  
PROPERTY LINES AS NECESSARY TO SERVE LOTS 1-12.

Said Company shall not be liable for, or bound by any statement, agreement or understanding not herein expressed.

IN WITNESS WHEREOF, the said J. C. COWART hashereunto set his hand and seal, this 17 day of JANUARY, 1990.

J. C. Cowart (SEAL)

(SEAL)

Signed, sealed and delivered in the presence of:

Clifford H. Foster

Georgia, Lowmoes County

Witness

Alvin A. Smith

Notary Public, Ware County, Georgia

My Commission Expires Mar. 6, 1992

Notary Public

Filed Jan. 17, 1990 4:20 PM, Recorded Jan. 18, 1990  
Book 738 Page 180 Sandra L. Crow Clerk

(This easement to be signed in the presence of two (2) witnesses, one of whom should be a Notary Public.)



STATE OF GEORGIA, ..... COUNTY.

Personally before the undersigned, a Notary Public in and for the State of Georgia at Large, came  
....., who, on oath, says that he saw  
..... sign, seal and deliver the within Easement for the purpose therein  
mentioned; that deponent subscribed the same as a witness in the presence of .....  
and he saw said ..... do so likewise.

Sworn to and subscribed before me,

this ..... day of ....., 19 .....

Notary Public.

STATE OF GEORGIA  
LOWMEDES SUPERIOR COURT  
Filed Jan. 17, 1900 4 PM  
RECORDED  
at Jan. 18, 1900  
Book 1028 Page 187  
Jana A. Crow  
Clerk



BK 1676 PG 091  
168298

LOWNDES COUNTY, GA  
FILED IN OFFICE

DEED BK 1676 PG 91

99 FEB 19 AM 9:13

*Lara K. Chae*  
CLERK OF SUPERIOR COURT

Anne Oeberst - Bin 10151  
Georgia Power Company  
241 Ralph McGill  
Atlanta, GA 30308-3374

Parcel Number 002 Name of Line **MICHAEL HURST DISTRIBUTION LINE (LAKE PARK)**  
Account No. **9596-001219-0-70011-300-00000**  
R C Number Letter File **9-2126** D/R  
Map File Deed File **9361**

State of GEORGIA PERMIT to CUT or TRIM TREES  
LOWNDES County

For and in consideration of the sum of \_\_\_\_\_

**\*\*ONE Dollars \*\*\* AND 00/100\*\***

\_\_\_\_\_ Dollars (\$ 1.00) and other good and valuable considerations, in hand paid by Georgia Power Company, a Corporation, hereinafter called the Company, the receipt of which is hereby acknowledged, the undersigned, \_\_\_\_\_

Ronald P. Phelps

whose Post Office Address is P. O. Box 342 Lake Park GA 31636-0342

does hereby grant to said Company, its successors and assigns, the right to cut and/or trim and/or remove any trees which now or may hereafter endanger the electric transmission lines and telephone lines of said Company, its successors and assigns, now constructed or which may hereafter be constructed, on or adjacent to lands owned by, or in which the undersigned may have an interest, adjacent to Twin Lakes Road

in Land Lot No. 62 of the 16TH District of LOWNDES County, Georgia.

Continued on page 2

Parcel 002 MICHAEL HURST DISTRIBUTION LINE (LAKE PARK)

Page 2

The rights herein granted include the right to cut and/or trim all trees and other obstructions located within fifteen (15') feet of the distribution pole line.

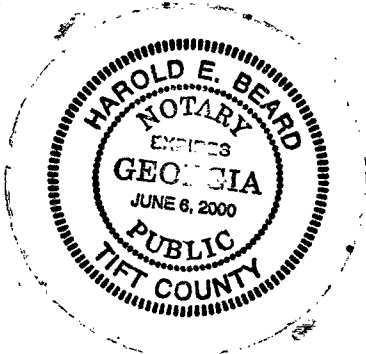
IN WITNESS WHEREOF, the Undersigned has 5 hereunto set his hand and seal, this 18th day of January, 1999.

Signed, sealed and delivered  
in the presence of :

Ronald P. Phelps  
Witness

R. P. Phelps (SEAL)  
Ronald P. Phelps

Harold E. Beard  
Notary Public



C O N T A C T     D A T A     R E P O R T  
Land Department

Page :     1  
Date : 01/19/99

Project : MICHAEL HURST DISTRIBUTION LINE (LAKE PARK)

Account No. : 9596-001219-0-70011-300-00000	Letter File : 9-2126
Agent/Phone : Beard	Deed File : 9361
Supervisor : MIKE DIXON	Map File :
Engineer : JERRY DICKEY	Date Complt :

Parcel/Owner Name/Address/Phone

002 Ronald P. Phelps	Document: TT
P. O. Box 342	County : LOWNDES
Lake Park, GA 31636-0342	District: 16TH
R 912-245-7079	Land Lot: 62
912-559-6803	Section :
	Deed Bk : 651
	Deed Pg : 217
	Plat Bk :
	Plat Pg :
	Survey : N
	R/W Feet: 0.00
	Acreage : 0.00
	Station :
	Tax Map : 196-13
	Date Acquired : 01/18/99

C O N T A C T S	Date	Time	Location
Ronald P. Phelps	01/14/99	21:20	Telephone

Called Ronald P. Phelps and explained Georgia Power Company project. He stated that he thought he could permit his trees to be trimmed. To meet with him Monday, January 19,1999. He may give verbal permission only.

Ronald P. Phelps	01/18/99	10:15	Right of Way
------------------	----------	-------	--------------

Met Ronald P. Phelps and received signed tree trim permit. This project had previously been explained over the telephone. The oak tree that is to be cut, is to be cut in firewood lengths. Jerry Dickey was present and agreed to this.

Permit to cut and/or trim and/or remove all trees and other obstructions located within fifteen (15') feet of the distribution pole line.  
ONE OAK TREE IS TO BE CUT AND THE WOOD CUT INTO 18" LENGTHS. ONE OTHER OAK IS TO BE TRIMMED AS AGREED TO BY JERRY DICKEY AND RONALD P. PHELPS.

\*\* End of Report \*\*

651 / 217

Lowndes County, Georgia  
Real Estate Transfer Tax  
Paid \$ 20.00  
Date 11-23-88  
Sam L. Chow  
Clerk Superior Court  
County. 19585

CORPORATION DEED

STATE OF GEORGIA LOWNDES

THIS INDENTURE, made this 16th day of November  
Nine Hundred and eighty eight between DEVELOPMENT PROJECTS, INC.

a corporation, of the County of Lowndes of the State of Georgia of the first part and  
RONALD P. PHELPS of the County of Lowndes of the State of Georgia of the second part, WITNESSETH. That the said part Y of the first part for and in con-

sideration of the sum of ten dollars and other valuable consideration ---DOLLARS

in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, ha  
granted, bargained, sold and conveyed, and by these presents do es grant, bargain, sell and convey unto the said part Y  
of the second part, his heirs and assigns, all that tract or parcel of land situated, lying and being in

All that tract or parcel of land situate, lying and being in Land Lot 62 of the 16th Land District of Lowndes County, Georgia, and being further described as follows: As a point of reference only begin at the centerline intersection of Bridges Drive (40' R/W) and Twin Lakes Road (40' R/W); thence proceed along the centerline of Twin Lakes Road south 86 degrees 00 minutes 00 seconds east a distance of 65.60 feet to a point; thence proceed north 04 degrees 00 minutes 00 seconds east a distance of 20.00 feet to a point on the right of way margin of Twin Lakes Road; thence proceed south 86 degrees 00 minutes 00 seconds east a distance of 375.00 feet to a point; thence proceed south 85 degrees 33 minutes 24 seconds east a distance of 78.13 feet to a point and the point of beginning; from said POINT OF BEGINNING proceed along a curve a chord bearing of north 44 degrees 06 minutes 24 seconds west a chord distance of 26.48 feet to a point; thence proceed north 02 degrees 39 minutes 25 seconds west a distance of 342.20 feet to a point; thence proceed along a curve a chord bearing of north 29 degrees 13 minutes 19 seconds west a chord distance of 134.16 feet to a point; thence proceed north 02 degrees 39 minutes 25 seconds west a distance of 10.00 feet to a point; thence proceed north 77 degrees 34 minutes 33 seconds east a distance of 292.58 feet to a point; thence proceed south 22 degrees 06 minutes 44 seconds east a distance of 630.06 feet to a point; thence proceed north 85 degrees 33 minutes 24 seconds west a distance of 423.92 feet to a point and the point of beginning. Said tract contains 4.2369 acres.

This conveyance is made subject to, and there is excluded from the warranties hereinafter contained, the following:

1. Ad valorem taxes for 1988 and subsequent years;
2. Applicable restrictive covenants of record;
3. Utility easements of record or in place;
4. Applicable zoning ordinances.

TO HAVE AND TO HOLD the said bargained premises, together with all and singular the rights, members and appurtenances thereof to the same being, belonging, or in anywise appertaining, to the only proper use, benefit, and behoof of

grantee, the said part Y of the second part, his heirs, executors, administrators, and assigns, in fee simple; and the said party of the first part, its successors and assigns, the said bargained premises unto the said part Y of the second part his heirs, executors, administrators, and assigns, against the said party of the first part, its successors and assigns and all persons whatsoever, shall and will warrant and forever defend by virtue of these presents.

In witness whereof the said part of the first part has caused these presents to be executed for it and on its behalf by its

President and to be attested by its secretary and its corporate seal to be hereunto affixed, on the day and year first above written.

Signed, sealed and delivered in the presence of  
By: [Signature] DEVELOPMENT PROJECTS, INC. (Seal.)  
By: [Signature] President. (Seal.)  
Attest: [Signature] Secretary - RMDM (Seal.)  
Notary Public [Signature]

VIRGINIA S. McQUAIN  
Notary Public, Lowndes County, Ga.  
My Comm. Expires 12-31-89

Georgia Lowndes County  
Filed 11-23-1988 5:21 PM, Recorded 11-28-88  
Book 1651 Page 217 Sam L. Chow



168297

LOWNDES COUNTY, GA  
FILED IN OFFICEDEED BE 1676 PG 89

99 FEB 19 AM 9:13

*Sara K. Crow*  
CLERK OF SUPERIOR COURTAnne Oeberst - Bin 10151  
Georgia Power Company  
241 Ralph McGill  
Atlanta, GA 30308-3374

Parcel Number 001 Name of Line MICHAEL HURST DISTRIBUTION LINE (LAKE PARK)  
 Account No. 9596-001219-0-70011-300-00000  
 R C Number Letter File 9-2126 D/R  
 Map File Deed File 9361

State of GEORGIA E A S E M E N T  
LOWNDES County

Received of GEORGIA POWER COMPANY, hereinafter called the Company, the sum of

**\*\*ONE Dollars \*\*\* AND 00/100\*\***

1 Dollars (\$ 1.00) and other good and valuable consideration, the receipt and sufficiency whereof  
 is hereby acknowledged, in exchange for which the undersigned

Michael Hurst and Shannon Hurst

whose Post Office Address is Route # 1 Box <sup>546-E</sup> Naylor GA 31641  
 does hereby grant and convey to said Company, its successors and assigns, the right, privilege and easement to go in, upon  
 along and across that tract of land owned by the undersigned in Land Lot 62 of the 16TH District of  
LOWNDES County, State of Georgia, said lands being bounded as follows:

on the North by lands of Tax Map Nos. 195-33,34,35  
 on the South by lands of Twin Lakes Road  
 on the East by lands of Ronald P. Phelps  
 on the West by lands of Russell C. and Marie P. Carter

together with the right to construct, operate and maintain continuously upon and under said land, its lines for transmitting electric current with poles, wires, transformer, service pedestals, and other necessary apparatus, fixtures and appliances, including the right to stretch communication wires on said poles, or under said lands with necessary appliances; with the right to permit the attachment of the wires and appliances of any other company, or person, to said poles: together with the right at all times to enter upon said premises for the purpose of inspecting said lines, making repairs, renewals, alterations and extensions thereon, thereunder, thereto or therefrom: together with the right to cut away and keep clear of said overhead or underground lines, transformers, fixtures and appliances, all trees and other obstructions that may now or hereafter in any way interfere or be likely to interfere with the proper operation of said overhead or underground lines, transformers, fixtures and appliances: also the right of ingress and egress over said land to and from said lines. Any timber cut on said land by or for said Company shall remain the property of the owner of said timber.

Continued on page 2

Parcel 001 MICHAEL HURST DISTRIBUTION LINE (LAKE PARK)

Page 2

The undersigned does not convey any land, but merely grants the rights, privileges and easements hereinbefore set out.

The rights herein granted include and embrace the right to clear and keep clear all trees and other obstructions located within fifteen (15') feet of the distribution pole line, plus the right to install and maintain anchors and guy wires as needed in the construction and maintenance of the above mentioned distribution line.

Tax Map No. 195-33A.

Said Company shall not be liable for or bound by any statement or understanding not herein expressed.

IN WITNESS WHEREOF, the Undersigned has hereunto set their hands and seal, this 14th day of January, 1999.

Signed, sealed and delivered  
in the presence of

Witness

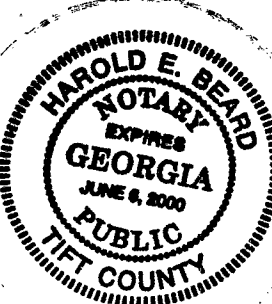
Notary Public

Witness

Notary Public

Michael Hurst

Shannon Hurst



CONTACT DATA REPORT  
Land Department

Page : 1  
Date : 01/15/99

Project : MICHAEL HURST DISTRIBUTION LINE (LAKE PARK)

Account No. : 9596-001219-0-70011-300-00000  
Agent/Phone : Beard  
Supervisor : MIKE DIXON  
Engineer : JERRY DICKEY

Letter File : 9-2126  
Deed File : 9361  
Map File :  
Date Complt :

Parcel/Owner Name/Address/Phone

001 Michael Hurst

Route # 1 Box 54E  
Naylor, GA 31641  
B 912-241-8929  
C 912-251-7067

Shannon Hurst

Document: EA  
County : LOWNDES  
District: 16TH  
Land Lot: 62  
Section :  
Deed Bk : 1645  
Deed Pg : 173  
Plat Bk :  
Plat Pg :  
Survey : N  
R/W Feet: 0.00  
Acreage : 0.00  
Station :  
Tax Map : 195-33A  
Date Acquired : 01/14/99

C O N T A C T S	Date	Time	Location
Shannon Hurst	01/14/99	15:00	Business

Met Shannon Hurst and explained Georgia Power Company project and received signed easement. Husband, Michael was at another location working. Met Michael Hurst and received signed easement.

Standard pole line easement to construct and maintain line and clear and keep clear all trees and other obstructions located within fifteen (15') feet of the distribution pole line, plus the right to install and maintain anchors and guy wires as necessary.

\*\* End of Report \*\*

M-195-33A

1645-1173

## WARRANTY DEED BK 1645 PG 173

STATE OF GEORGIA  
LOWNDES

COUNTY

THIS INDENTURE, made this 11th day of December, 1998  
Between

J.C. COWART AND CATHERINE H. COWART

as party or parties of the first part, hereinafter called Grantor, and

MICHAEL HURST AND SHANNON HURST

of the County of Lowndes, State of Georgia  
as party or parties of the second part, hereinafter called Grantee

(the words Grantor and Grantee as used herein shall include the plural as well as the singular, and shall also include their respective heirs, personal representatives, successors and assigns where the context requires or permits).

WITNESSETH that Grantor for and in consideration of the sum of Ten Dollar (\$10.00) and other valuable consideration, in hand paid at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, has granted, bargained, sold, and conveyed, and by these presents does grant, bargain, sell and convey unto said Grantee, the following property:

All that tract or parcel of land situate, lying and beir located in Land Lot 62 of the 16th Land District of Lowndes County, Georgia, an being further described as follows: As a point of reference only begin at the northwest right of way margin intersection of Twin Lakes Road (40' R/W) and Georgia Southern and Florida Railroad (100' R/W); thence proceed along the northern R/W margin of Twin Lakes Road N 86° 11' 37" W a distance of 1237.96' to a point and the POINT OF BEGINNING. From said POINT OF BEGINNING and leaving said R/W margin proceed along a curve having a radius of 20.00', an arc of 28.94', a chord bearing N 44° 06' 23" W and a chord distance of 26.48' to a point; thence proceed N 02° 39' 25" W a distance of 342.20' to a point; thence proceed along a curve having a radius of 150.00', an arc of 139.09', a chord bearing of N 29° 13' 19" W and a chord distance of 134.16' to a point; thence proceed N 02° 39' 13" W a distance of 10.00' to a point; thence proceed N 77° 34' 33" E a distance of 292.58' to a point; thence proceed N 16° 39' 31" W a distance of 445.40' to a point; thence proceed N 88° 24' 32" W a distance of 450.00' to a point; thence proceed S 07° 10' 22" W distance of 610.61' to a point; thence proceed S 86° 00' 00" E a distance of 375.00' to point; thence proceed S 02° 39' 25" E a distance of 352.39' to a point; thence proceed S 85° 33' 23" E a distance of 78.13' to a point and the POINT OF BEGINNING. Said tract contains 7.6746 acres.

This conveyance is made subject to ad valorem taxes for 1998 and subsequent years.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, improvements and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee forever in FEE SIMPLE.

AND THE SAID GRANTOR will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor has signed and sealed this deed on the day and year above written.

Signed, sealed, and delivered in the presence of

Unofficial Witness

Notary Public

My Commission Expires

J.C. COWART

CATHERINE H. COWART

(SEAL)

(SEAL)

(SEAL)

Georgia Power New Service Worksheet  
Customer Service/Site Information



Customer Name Michael L. Hurst  
Home Phone # 912-482-2076 SS# 206-93-2170 DOB 4/21/66  
Employer SELF Phone # Same Cell/BPR # 292-3909  
Spouse Name Shannon Hurst SS# 0590303437 DOB 4/25/72  
Employer Wallace Trailers Phone # 912-241-8929 Cell/BPR # 251-7067  
Relative/Friend John Wallace Phone # 559-3034  
New Service Address 4829 - Twin Lakes Rd.  
Subdivision Name \_\_\_\_\_ Lot \_\_\_\_\_ Block \_\_\_\_\_  
Current Address Rt 1 Box 546E Naylor Ga 31641  
Billing Address (if different) \_\_\_\_\_  
Driving Directions To New SVC Address 41 S to Twin Lakes Rd  
(R) 1st mile sign on (R)

General Contractor \_\_\_\_\_ Phone # \_\_\_\_\_ Cell/BPR # \_\_\_\_\_  
Electrical Contractor \_\_\_\_\_ Phone # \_\_\_\_\_ Cell/BPR # \_\_\_\_\_  
Property Owner \_\_\_\_\_ Phone # \_\_\_\_\_ Cell/BPR # \_\_\_\_\_  
Eng./Architect \_\_\_\_\_ Phone # \_\_\_\_\_ Cell/BPR # \_\_\_\_\_

MARKETING INFORMATION

Residential ☒ Commercial \_\_\_\_\_ Industrial \_\_\_\_\_  
☐ Mfg. Size \_\_\_\_\_ x \_\_\_\_\_ ☐ Gas Tank ☐ Gas Meter ☐ Control Unit Brand \_\_\_\_\_ Module No. \_\_\_\_\_  
☐ Being Bld. Total Sq. Ft. \_\_\_\_\_ Htd Sq. Ft. 2080 Elec HTD Sq. Ft. \_\_\_\_\_ ☒ All Elec. ☐ Cust. Choice  
☒ Interested in GoodCents ☐ Heat Pump ☐ Referral to Lighting Dept. ☐ Deposit Mentioned  
Additional Information: \_\_\_\_\_

ENGINEERING/CONSTRUCTION/SERVICE INFORMATION

Temporary Service Date \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ Requested Service Date \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
Single PH: ☐ 3 Phase ☐ UD ☐ OH ☐ UD Fee Required ☐ Easement  
☐ Hwy. Permit ☐ UD Locate ☐ Grade Agreement  
☐ CTS Req. ☐ Inspection Req. ☐ Line Work Req. ☐ Trenching ☐ Cust. Contrbt. Job # \_\_\_\_\_  
Voltage \_\_\_\_\_ Wire Size \_\_\_\_\_ Panel Size \_\_\_\_\_ T # \_\_\_\_\_ Size \_\_\_\_\_  
Customer Septic / Water Lines Located: ☐ Yes ☐ No Meter Location: ☐ Ped. ☐ Bldg.  
☐ Other Service Entrance: Volts \_\_\_\_\_ Phase \_\_\_\_\_ Wire \_\_\_\_\_ Amps \_\_\_\_\_  
Additional Information: \_\_\_\_\_  
☐ UD Fee has been paid by developer  
☐ Copy of checklist given to Customer / Developer Date \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ Initials: \_\_\_\_\_

(The Georgia Power Customer/Developer Checklist can be found on the Southern Company Intranet at <http://corpcomm.southernco.com/gpc/cstchk/>.)



BK 1645 PG 172

LOWNDES COUNTY, GA  
FILED IN OFFICE

164747

DEED BY 1645 PG 172

98 DEC 11 PM 2:29

*Lara L. Neal*  
CLERK OF SUPERIOR COURT

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REAL ESTATE INSTRUMENT COVER SHEET

TYPE OF INSTRUMENT:

WARRANTY DEED

GRANTOR:

J.C. COWART AND CATHERINE H. COWART

GRANTEE:

MICHAEL HURST AND SHANNON HURST

RETURN TO:

WALTER F. NEWSOM, P.C.  
POST OFFICE BOX 872  
VALDOSTA, GA 31603-0872

## EASEMENT

STATE OF GEORGIA,

92-21

LOWNDES COUNTY.

Received of GEORGIA POWER COMPANY, hereinafter called the Company, the sum of

One + 100 Dollars (\$ 100 ), in consideration of which

the undersigned, Mrs. Hilda C. Griffin - L. J. B. Carroll Jr., whose Post Office Address is

(Name)

WINSTON, do hereby grant and convey to said Company, its successors

and assigns, the right, privilege and easement to go in, upon, along and across that tract of land owned by the

undersigned in Land Lot 16 Number of the 16 District, Sectionof LOWNDES County, State of Georgia, said lands being bounded as follows:on the North by lands of TWIN LAKE Rd. (DIAG)on the South by lands of Ray R. Phillipson the East by lands of Namnick Land Propertyand on the West by lands of I-75

together with the right to construct, operate and maintain continuously upon and under said land, its lines for transmitting electric current, with poles, wires, transformers, service pedestals, and other necessary apparatus, fixtures and appliances, including the right to stretch communication wires on said poles, or under said lands with necessary appliances; with the right to permit the attachment of the wires and appliances of any other company, or person, to said poles; together with the right at all times to enter upon said premises for the purpose of inspecting said lines, making repairs, renewals, alterations and extensions thereon, thereunder, thereto or therefrom; together with the right to cut away and keep clear of said overhead or underground lines, transformers, fixtures and appliances, all trees and other obstructions that may now or hereafter in any way interfere or be likely to interfere with the proper operation of said overhead or underground lines, transformers, fixtures and appliances; also the right of ingress and egress over said land to and from said lines. Any timber cut on said land by or for said Company shall remain the property of the owner of said timber.

The undersigned does not convey any land, but merely grants the rights, privileges and easements hereinbefore set out.

THIS EASEMENT IS FOR A FOUR POLE EXTENSION AS SHOWN IN "ATTACHED PAINT" AND DOES NOT INCLUDE ANY OTHER CONSIDERATION.

Said Company shall not be liable for, or bound by any statement, agreement or understanding not herein expressed.

IN WITNESS WHEREOF, the said Mrs. Hilda C. Griffin + L. J. B. Carroll Jr. has hereunto set their hands and seal, this 8th day of April, 1977

[Signature] (SEAL)

[Signature] (SEAL)

Signed, sealed and delivered in the presence of:

Calvin A. Middlebrook

Witness

[Signature]

Georgia, Lowndes County

Notary Public

(This easement to be signed in the presence of two (2) witnesses, one of whom should be a Notary Public.)

(over)

700085

Name of Line

Account No.

## EASEMENT

PSN 184670

STATE OF GEORGIA,  
LOWNDES COUNTY.

Received of GEORGIA POWER COMPANY, hereinafter called the Company, the sum of ONE

Dollars (\$ 1.00), in consideration of which

the undersigned, MRS. HOWARD GRIFFIN (Name), whose Post Office Address is215 WALDEN VALLEY, do hereby grant and convey to said Company, its successors

and assigns, the right, privilege and easement to go in, upon, along and across that tract of land owned by the

undersigned in Land Lot 76 Number of the 16th District, Sectionof LOWNDES.

County, State of Georgia, said lands being bounded as follows:

on the North by lands of WILLIE PERRY JR RUTH PERRY  
MRS. WILLYE MCCRAKEN, CARROLL WILSON CARTER, LOYCE W. TURNER,on the South by lands of INTERSTATE HUNT IS  
THOMAS WAYNE SMITH GERALD DAYNE SMITH,on the East by lands of JOHNNY S. REGISTER, COUNTRY JOHNSTON, HANNAH LAKE INC.,and on the West by lands of LOCH LAURAL RD.

together with the right to construct, operate and maintain continuously upon and under said land, its lines for transmitting electric current, with poles, wires, transformers, service pedestals, and other necessary apparatus, fixtures and appliances, including the right to stretch communication wires on said poles, or under said lands with necessary appliances; with the right to permit the attachment of the wires and appliances of any other company, or person, to said poles; together with the right at all times to enter upon said premises for the purpose of inspecting said lines, making repairs, renewals, alterations and extensions thereon, thereunder, thereto or therefrom; together with the right to cut away and keep clear of said overhead or underground lines, transformers, fixtures and appliances, all trees and other obstructions that may now or hereafter in any way interfere or be likely to interfere with the proper operation of said overhead or underground lines, transformers, fixtures and appliances; also the right of ingress and egress over said land to and from said lines. Any timber cut on said land by or for said Company shall remain the property of the owner of said timber.

The undersigned does not convey any land, but merely grants the rights, privileges and easements hereinbefore set out.

SET 3 POLES, 3 ANCHOR GUYS AND OVERHEAD LINES

Said Company shall not be liable for, or bound by any statement, agreement or understanding not herein expressed.

IN WITNESS WHEREOF, the said MRS. HOWARD GRIFFIN ha S

hereunto set ME hand and seal, this NINTH day of AUGUST, 1983.

Signed, sealed and delivered in the presence of:

Douglas E. Benson

Witness

Barbara M. Hughes

Notary Public

Mrs. Howard Griffin (SEAL)

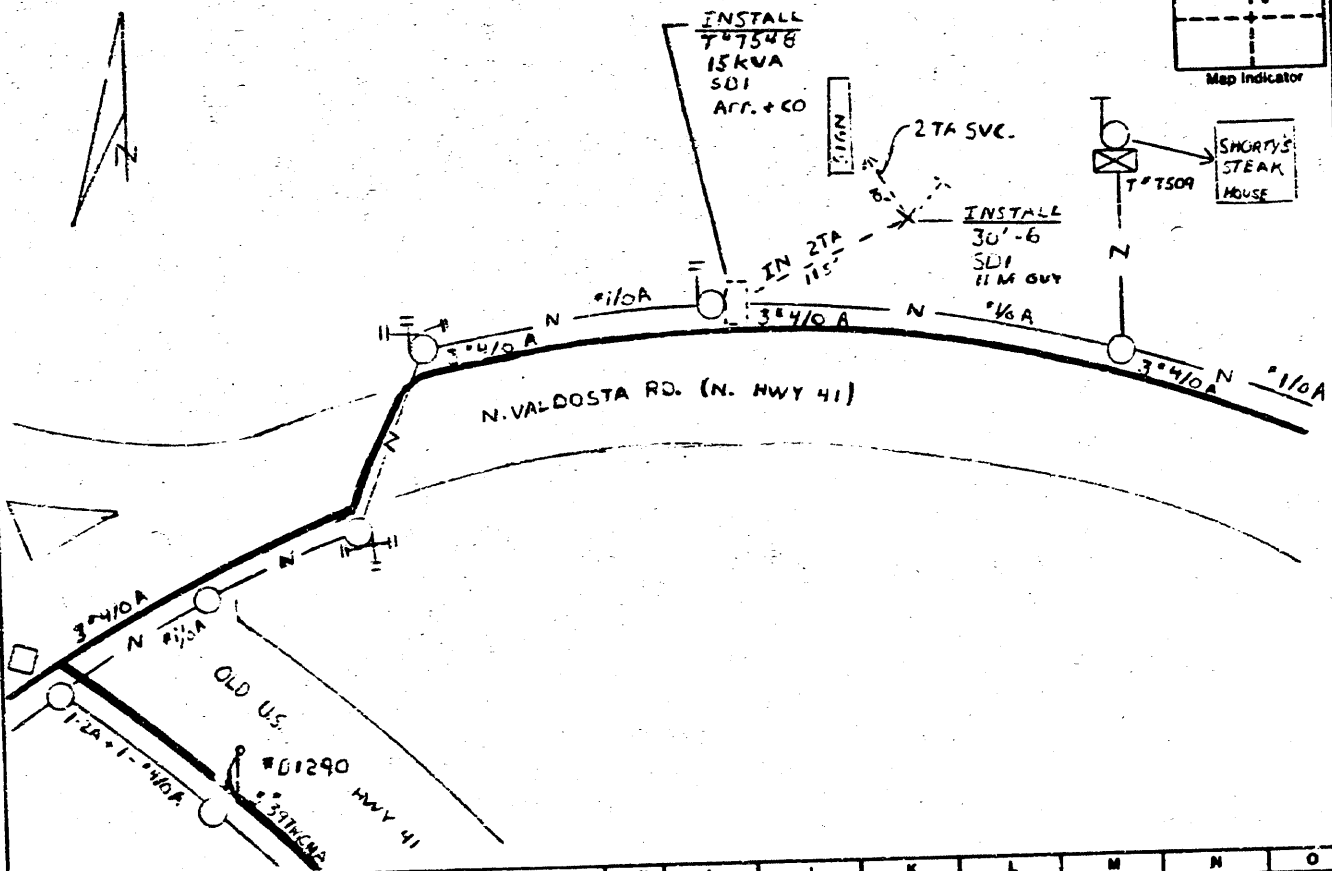
By Howard Griffin (SEAL)

(SEAL)

Notary Public, Georgia State at Large  
My Commission Expires 1-1-1983

This easement to be signed in the presence of two (2) witnesses, one of whom should be a Notary Public.)

<b>Work Memorandum/Field Notes</b>				WE Number: 700011-000103		Date: 10/3/83		No. 5814	
<b>ELECTRIC OPERATIONS</b>									
Customer: TRI-STATE SIGNS						Service Order No.			
Location: N. VALDOSTA RD. (U.S. HWY 41 N.) NEAR SHORTY'S STEAKHOUSE						Date			
Engineer: JEB		Work Zone: V2		Map No. WT-762-0326		Writing Approval No.		Revenue	
County: LOWNDES		Tax Area: LOWNDES		No. U.D. Cust. Conn.		Telephone Co. Request No.		Easement Ref. No.	
Pole Line Feet: 125		OH SW Feet: 250		OH Circuit Feet: 125		1 Cond. Cable Ft.		2 Cond. Cable Ft.	
Contract/Proposal		BRI To		Amount		Trench Feet		Net. Cust. Conn.	
Charge To PE		Loc		FERC		Sub		Job/WO	
4032		0		1300		0		170	
Credit To PE		Loc		FERC		Sub		Job/WO	
Completed By: Lyons						Date: 10-17-83			



Sketch Location (Number)	Line No.	I	J	K	L	M	N	O
To Location (Number)	1	1	2					
From - To Indicator - X	2	2						
Design Voltage 4, 8, 12, 13, 20, 21, 25, 48	3							
Operating Voltage 4, 8, 12, 13, 20, 21, 25, 48	4	25	25					
Work Function: Install - I, Remove - R, Transfer - T	5	12	12					
Pole Fittings: Must Be Zero O or I	6	1	1					
Primary Condition: Deenergized - D, Energized - E, Stick - S	7	O	I					
Site Condition: Accessible - A, Inaccessible - I	8	E	D					
Soil Condition: Ideal - I, Rock - R, Swamp - S	9	A	A					
Traffic Congestion: Light - L, Heavy - H	10	I	I					
Local Cost - L, Temp. Const. - T, Local & Temp. - B	11	H	L					
Contract Labor - C	12							
Change - C, Delete - D, Add* - Assumed	13							
Estimating Units	14							
	Quantity	I	J	K	L	M	N	O
A								
B								
C								
D								
E								
F								
G								
H								
I								
J								
K								
L								
M								
N								
O								

Note: Use Additional C&S (Form No. 701023) if More Lines Are Needed

Spec Codes - A, B, M, T, F or N

PSN 632208

LOWNDES COUNTY, GA  
FILED IN OFFICE

BK6509PG005

18 SEP 10 PM 1:46

*Beth C. Greene*  
CLERK OF SUPERIOR COURT

Upon Recording Return To:  
Georgia Power Company  
Attn: Natural Resources Department  
BIN 10151  
241 Ralph McGill Boulevard  
Atlanta, Georgia 30308-3374

STATE OF GEORGIA

LOWNDES COUNTY

**EASEMENT AGREEMENT**

For and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, in hand paid by **Georgia Power Company**, a Georgia corporation (the "Company"), the receipt and sufficiency of which is hereby acknowledged, **Virginia G. Tyson, Nancy G. Hobby, and Charles F. Hobby** (collectively referred to herein as the "Owners"), which term shall include their heirs, executors, administrators, successors and/or assigns, whose mailing address is 707 Smithbriar Drive, Valdosta, Georgia 31602 (Hobby and Hobby) and 76 E. Broad Street, P.O. Box 107, Camilla, Georgia 31730 (Tyson), do hereby grant and convey to the Company, its successors and assigns (as permitted by this Easement Agreement), the right, privilege, and easement to go in, upon, along, under and through the Property (as defined below) for the purposes described herein (and only for the purposes described herein). The Company and the Owners may be referred to herein individually as a "Party" or collectively as the "Parties".

**I. DEFINITIONS**

The "Property" is defined as that certain tract of land owned by the Owners at Tree Farm Road, Lake Park, GA 31636 (Tax Parcel ID No. 0171 090) located in Land Lots 76 and 109 of the 16<sup>th</sup> Land District of Lowndes County, Georgia. A legal description of the Property is attached hereto and made a part hereof by reference as Exhibit "B".

The "Easement Area" is defined as any portion of the Property located within ten (10) feet of the centerline of the overhead distribution line(s) as installed in the approximate location shown on Exhibit "A" attached hereto and made a part hereof.

**II. SPECIFIC RIGHTS OF THE COMPANY**

The rights granted herein include and embrace the right of the Company to construct, operate, maintain, repair, renew and rebuild continuously upon and under the Easement Area its lines for transmitting electric current with poles, wires, transformers, service pedestals, anchors, guy wires and other reasonably necessary apparatus, fixtures, and appliances (the "Electrical Facilities"); the right of the Company, within the Easement Area, to attach communication lines and related reasonably necessary apparatus, fixtures, and appliances to the Electrical Facilities (not to include cell phone towers); the right to stretch communication lines between the Electrical Facilities; the right to permit, within the Easement Area, the attachment of the cables, lines, wires, apparatus, fixtures, and



appliances of any other company or person to the Electrical Facilities for electrical or communication purposes (not to include cell phone towers); the right to assign this Easement Agreement (this "Agreement") in whole or in part in accordance with the further terms and conditions of this Agreement; the right at all times to enter upon the Easement Area for the purpose of inspecting the Electrical Facilities and/or making repairs, renewals, alterations and extensions thereon, thereunder, thereto, or therefrom; the right to cut, trim, remove, clear and keep clear of said overhead or underground Electrical Facilities, all trees and other obstructions that may, in the reasonable good faith judgment of the Company and consistent with good utility practices, now or hereafter in any way interfere or be likely to interfere with the proper maintenance and operation of said overhead or underground Electrical Facilities, provided, however, that prior to the initial installation of the Electrical Facilities, the Owners shall have the right and option (i) to remove and sell all such trees and to retain the proceeds of such sale(s), or (ii) to permit the Company to remove and sell all such trees and to retain the proceeds of such sale(s), and clean up the residue left after such tree cutting and removal operations have been completed by removing same from the Property in a timely and good and workmanlike manner; the right of ingress and egress over the Property to and from the Easement Area in temporary emergency conditions only, with normal access to be along the access route ("Access Route") shown on Exhibit "A" attached hereto; and the right to install and maintain, within the Easement Area, electrical and communication lines and facilities to existing and future structure(s) under the terms and conditions provided for herein.

The Owners do not convey any land, but merely grant the rights, privileges, and easements hereinbefore set out. Owners hereby specifically reserve to Owners and their successors and assigns, the full, free and perpetual right and privilege, in common with the Company, to use the Easement Area for pedestrian, vehicular and animal traffic, and for any and all other purposes desired by Owner, but only to the extent not inconsistent with the rights, privileges and easements hereby granted, provided such use shall not injure, or interfere with the proper operation, maintenance, repair, or extensions or additions to, the Electrical Facilities.

### **III. RIGHTS AND OBLIGATIONS OF THE COMPANY AND THE OWNERS**

#### **1. Repairs, etc.**

(a) All repairs to and/or replacements of the Electrical Facilities which are necessary or required in the Company's sole discretion and consistent with good utility practices during the term of this Agreement shall be made by the Company in a timely and good and workmanlike manner and at the Company's sole cost and expense, including labor and material; provided, however, that if any such repairs to and/or replacements of the Electrical Facilities shall be necessitated or required by or attributable to the sole negligence or intentional misconduct or other legal fault of Owners or Owners' duly authorized agents, servants, employees, and/or representatives (including contractors), then said repairs to and/or replacements of the Electrical Facilities shall be made by the Company in a timely and good and workmanlike manner and at the sole cost and expense of the Owners, including labor and materials, but only to the extent that such repairs and/or replacements are necessitated or required by or attributable to the sole negligence or willful misconduct or other legal fault of the Owners or the Owners' duly authorized agents, servants, employees, and/or representatives (including contractors).

(b) All repairs to and/or replacements of the Electrical Facilities shall inure to the benefit of the Company only and shall be and become the sole property of the Company without further or other cost to the Company except as otherwise expressly provided in this Agreement.

2. **Minimal Impacts.** The Company agrees to not unreasonably interfere with the use of Property by the Owners or any of the Owners' tenants, invitees or guests, subject to the interference inherent in connection with the construction, operation and maintenance of the Electrical Facilities. The Company will use commercially reasonable efforts consistent with good utility practices during the construction or maintenance of the Electrical Facilities to (i) minimize any interruption of the business operation on the Property and (ii) keep the driveways on the Property open to vehicles and pedestrian access. If the Property is fenced, all access roads to the Easement Area shall be gated by Owners at Owners' sole cost and expense, including labor and material, and at all times the Company shall be furnished with keys or other ability to open and close such gates.

3. **Requirements of Governmental Agencies.** The Company, at its sole cost and expense, shall comply in all material respects with valid laws, ordinances, statutes, orders, and regulations of any governmental agency or entity to the extent the same are applicable to the Company, Property, the Easement Area, the Electrical Facilities, all of the easements granted by Owners to the Company described herein, and the Company's possession,



use, enjoyment, and operation thereof. The Company shall have the right, in its sole discretion and at its sole cost and expense, to contest by appropriate legal proceedings, the validity or applicability to the Property, the Easement Area, the Electrical Facilities, and all of the easements granted by Owners to the Company described herein, of any law, ordinance, statute, order, regulation, property assessment, or the like now or hereafter made or issued by any federal, state, county, local or other governmental agency or entity. Any such contest or proceeding shall be controlled and directed by the Company at the Company's sole cost and expense.

4. **Construction Liens.** The Company shall keep the Property, the Easement Area, the Electrical Facilities, and all of the easements granted by the Owners to the Company described herein free and clear of all liens and claims of liens for labor and services performed on, and materials, supplies, or equipment furnished to, the Property and/or the Easement Area and/or all of the easements granted by Owners to the Company described herein, in connection with the Company's use of the Property, the Easement Area, the Electrical Facilities, and all of the easements described herein; provided, however, that if the Company wishes to contest any such lien, the Company shall, within sixty (60) days after it receives notice of the filing of such lien, elect to either remove or bond over such lien from the Property, and/or the Easement Area, and/or the Electrical Facilities, and/or all of the easements described herein in accordance with applicable law or provide Owners with title insurance insuring Owners' interest in the Property and the Easement Area, and all of the easements granted by Owners to the Company described herein against such lien claim, all at the Company's sole cost and expense.

5. **Liens and Tenants.** Except as may be disclosed in the real property records of Lowndes County or in Exhibit "A-1", or as otherwise disclosed by Owners in writing to the Company on or prior to the date hereof, Owners represent that there are no encumbrances, mortgages, deeds of trust, deeds to secure debt, or similar liens or security interests encumbering all or any portion of the Property that could interfere with the Company's operations on the Property or the Easement Area, including mechanic's liens. If any of the foregoing arise that are not caused by the Company, including mechanic's liens that may, in the Company's reasonable determination, interfere with the Company's rights under this Agreement, then Owners shall fully cooperate and assist the Company in removing or limiting such interference, including obtaining a subordination and non-disturbance agreement where the Company deems it necessary, with terms and conditions reasonably and in good faith requested by the Company, to protect its rights hereunder from each party that holds such rights (recorded or unrecorded). In the case of monetary liens such as mechanic's liens, Owners agree to bond over any such liens in an amount that may be reasonably and in good faith requested by the Company.

6. **Assignment.** The Company may assign this Agreement, in whole or in part, without Owners' prior consent to others in the business of transmitting or distributing electricity including, without limitation, electric membership cooperatives, affiliated entities or a successor provider of electrical service to the Property (a "Permitted Assignee"). If Company assigns its entire interest in this Agreement to a Permitted Assignee that expressly assumes in writing all obligations of the Company under this Agreement from and after the effective date of such assignment, the Company will be released or discharged from all of its covenants and obligations under this Agreement, except such obligations accruing prior to the effective date of such assignment. Except as otherwise expressly provided in this Agreement, the Company shall not, without the prior written consent of Owners, assign this Agreement, or any interest hereunder (whether outright or as collateral) to a third party, or lease the Easement Area, or any part thereof, or permit the use of the Easement Area, or any part thereof, by a third party. Owners covenant and agree that Owners will not unreasonably withhold or delay its consent to any such proposed assignment or such proposed permitted use of the Easement Area. The Company shall have the right to permit the attachment of the cables, lines, wires, apparatus, fixtures, and appliances of any other company, or person, to the Electrical Facilities for electric, communications or other purposes, upon or under the Easement Area with the express understanding that each such other company or person must obtain separate easement rights from the Owners.

7. **Acceptance of and Return of Property.** Except as otherwise expressly provided herein, the Company accepts the Property and the Easement Area in accordance with its present condition and as suited for the use intended by the Company. Except as such obligations shall be otherwise expressly limited or expanded by the other provisions hereof, the Company shall, throughout the term of this Agreement, at the Company's sole cost and expense, maintain and keep the Property (other than the Easement Area) which the Company has the right to use under this Agreement, if any, and the Easement Area in good order, repair, and condition, normal wear and tear excepted. Except as such obligations shall be otherwise expressly limited or expanded by the other provisions



hereof, the Company further agrees to return the Property (other than the Easement Area) which the Company has the right to use under this Agreement, if any, and the Easement Area to Owners at the expiration or sooner termination and/or cancellation of this Agreement in as good order, repair, and condition as when first received, normal wear and tear excepted and exclusive of any trees and/or other obstructions removed pursuant to the terms of this Agreement. The Company further agrees to turn over the Property (other than the Easement Area) which the Company has the right to use under this Agreement, if any, and the Easement Area at the expiration or sooner termination and/or cancellation of this Agreement free of all liens and/or claims of lien of every kind and nature whatsoever arising out of the Company's activities on or possession or use or occupancy or operation on the Property (other than the Easement Area) which the Company has the right to use under this Agreement, if any, and the Easement Area.

8. **Entering of Property.** The Company shall permit Owners, Owners' duly authorized agents, servants, employees, and representatives (including contractors), to enter upon and into the Easement Area at all reasonable times upon reasonable advance notice for the purpose of ascertaining whether or not the Company has complied or is complying with the terms and conditions of this Agreement, and/or for the purpose of making repairs to and/or replacements and/or maintenance of any portion or portions of the Property and/or the Easement Area (exclusive of the Electrical Facilities) which Owners have agreed hereunder to make, and/or for any other purpose or purposes for which this Agreement authorizes such entry by Owners.

9. **Use of Property.** The Property and the Easement Area shall be used solely for the purposes set forth herein, and for no other purposes. The Property and/or the Easement Area shall not be used for any illegal purposes, nor in violation of any applicable law or regulation of any governmental body or agency, nor in any manner to create any nuisance (other than the interference inherent in connection with the construction, operation and maintenance of the Electrical Facilities) or trespass, nor in any manner to vitiate the insurance or increase the rate of insurance on the Property and/or the Easement Area established for the use herein specified.

10. **Reservation of Rights.** Owners reserve reasonable rights of ingress and egress over and across the Easement Area in order to go to and from Owner's other land; provided, however, all such ingress and egress activities shall be conducted at a distance greater than twenty-five feet (25') from any Electrical Facilities and any of the Owners' vehicles or equipment crossing the Easement Area shall be less than fifteen (15) feet in height, unless otherwise approved in advance by the Company. Owners hereby agree and covenant not to use and will prohibit agents, employees and contractors of Owners from using any tools, equipment or machinery within ten feet (10') of Company's electrical conductors. Owners agree to warn all persons whom Owners know or should reasonably anticipate may resort to the vicinity of such conductors of the fact that such conductors are (a) electrical conductors, (b) energized, (c) uninsulated, and (d) dangerous. Owners agree to comply with Official Code of Georgia § 46-3-30, et. seq. (High Voltage Safety Act), and any and all rules and regulations of the State of Georgia promulgated in connection therewith, all as now enacted or hereinafter amended, and further agrees to require any contractor(s) that may be employed by Owners to cross the Easement Area in compliance with such code sections and regulations. Owners shall not place or store, nor permit to be placed or stored, any Hazardous Substances (as defined in 42 U.S.C. Sections 9601, et seq.), petroleum products or other pollutants, toxic substances or environmental hazards, on or under the Easement Area.

11. **Binding Nature of Covenants.** All covenants contained in this Agreement with respect to the obligations of Owners shall be binding upon Owners, and Owners' heirs, executors, administrators, successors, and assigns, and all covenants contained in this Agreement with respect to the obligations of the Company shall be binding upon the Company, and the Company's successors and permitted assigns.

12. **Possession – Notice of Defects.** Owners give to the Company exclusive control of the Easement Area, except as otherwise expressly provided herein, and shall be under no obligation to inspect the Easement Area. The Company shall promptly report in writing to Owners any defective condition of the Easement Area known to the Company which Owners are obligated hereunder to repair and/or replace and failure to so report such defect to Owners shall make the Company responsible to the Owners for any liability incurred by the Owners to the Company or to any third party or parties arising out of or in any way resulting from such defect and shall result in Owners being released and discharged from any liability to the Company arising out of or in any way resulting from such defect.



13. **Alterations, etc.** Except for the Electrical Facilities and as otherwise expressly provided in this Agreement, the Company agrees that no alterations, additions, improvements, and/or other changes shall be made to or with respect to the Easement Area, or any part thereof, without first having obtained the written consent of Owners. The Company further agrees that Company, at Company's sole expense, shall have the right to remove any or all of its Electrical Facilities from the Easement Area for a period of twenty-four (24) months following the expiration or sooner termination and/or cancellation of this Agreement, with any damages caused thereby to be paid for by the Company. Notwithstanding the foregoing, in the event of the expiration or sooner termination and/or cancellation of this Agreement, upon written request from Owners, Company agrees, within twelve (12) months from receipt of such written request and at Company's sole expense, to remove all equipment and components of the Electrical Facilities from the Easement Area. The Company further agrees that any or all of the Electrical Facilities that remain within the Easement Area as of the date that is twenty-four (24) months following the expiration or sooner termination and/or cancellation of this Agreement shall be deemed abandoned by Company and shall become the sole property of Owners without any further action required by the Parties.

14. **Construction.** In construing the provisions of this Agreement, where any liability or obligation is purported to be imputed to or imposed on Owners or the Company, respectively, by virtue of any act or failure to act by any duly authorized agent, servant, employee, or representative (including contractors) of Owners or the Company, respectively, then the liability or obligation shall not be imputed to or imposed on Owners or the Company, respectively, unless, under legal principles regarding vicarious liability, the liability or obligation is imputed to or imposed on Owners or the Company, respectively. In this connection, Owners and the Company expressly agree that the Company's invitees and Owners' invitees, respectively, shall be considered and deemed to be "representatives" of the Company and Owners, respectively, for all purposes of this Agreement and not a third-party or parties.

15. **Letter Agreement; Miscellaneous.** Except for the terms and conditions contained in an unrecorded letter agreement between the Parties dated on or about the date hereof, an original of which is on file with each of the Parties, neither Party shall be liable for nor bound by any statement, agreement or understanding not herein expressed. This Agreement constitutes the full and complete agreement between the Parties with respect to all matters contained herein, and evidence of any prior or contemporaneous oral agreement or understanding shall be inadmissible to alter the terms of this Agreement. If any term or provision of this Agreement, or the application thereof to any person or circumstances, shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such terms to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term of this Agreement shall be valid and enforceable to the fullest extent permitted by law. No modification, amendment or waiver of the terms and conditions of this Agreement shall be binding upon either Party, unless approved in writing by an authorized representative of each Party. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia.

[Signatures appear on following page.]

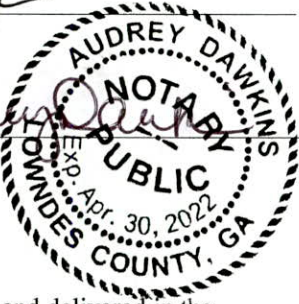
## [SIGNATURE PAGE TO EASEMENT AGREEMENT]

IN WITNESS WHEREOF, the Owners have hereunto set their hand(s) and seal(s), this 22 day of ~~July~~, 2018.  
August

Signed, sealed and delivered in the presence of:

Beth  
 Witness

Audrey Dawkins  
 Notary Public



OWNERS:

Nancy G. Hobby (SEAL)  
 Nancy G. Hobby, a/k/a Nancy Griffin Hobby

Signed, sealed and delivered in the presence of:

Nancy G. Palmer  
 Witness

Rose Godwin  
 Notary Public



Virginia G. Tyson (SEAL)  
 Virginia G. Tyson, a/k/a Virginia Griffin Tyson

Signed, sealed and delivered in the presence of:

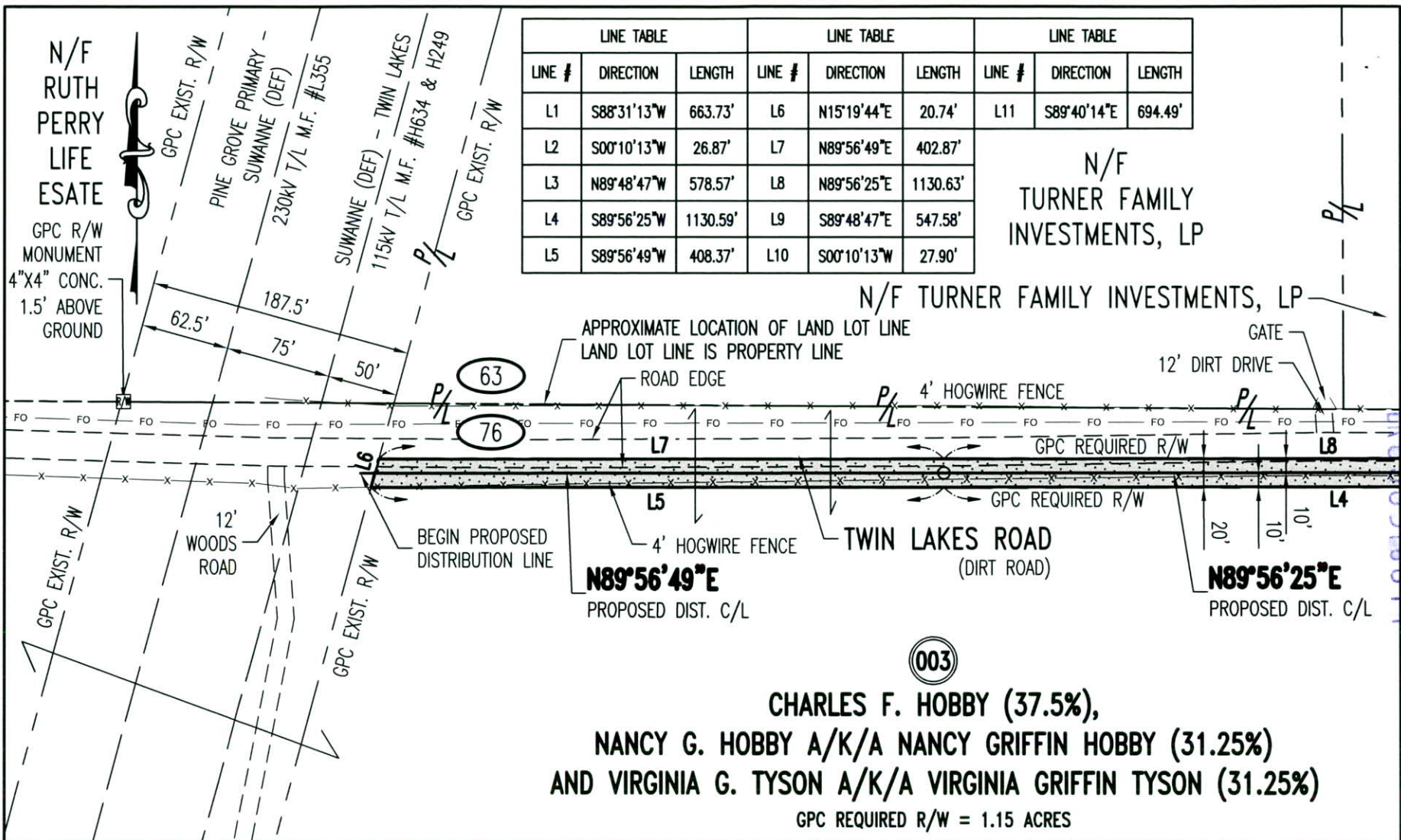
Beth  
 Witness

Audrey Dawkins  
 Notary Public



Charles F. Hobby (SEAL)  
 Charles F. Hobby





GEORGIA POWER COMPANY - LAND DEPARTMENT

COORDINATE DATUM: NAD83(2011), GEORGIA STATE PLANE WEST ZONE

<p><b>SYMBOL LEGEND</b></p> <ul style="list-style-type: none"> <li>IRON PIN SET</li> <li>IRON PIN FOUND</li> <li>ROW MARKER</li> <li>GPC R/W MONUMENT</li> <li>QUITCLAIMED R/W</li> <li>EXISTING POLE</li> <li>POINT OF BEGINNING (POB)</li> <li>POC= POINT OF COMMENCEMENT</li> <li>GPC REQUIRED R/W</li> <li>GPC EXISTING R/W</li> </ul> <p><b>PARCEL No. 003</b></p>	<p><b>SUWANNEE - TWIN LAKES DISTRIBUTION LINE - TWIN LAKES ROAD</b>          CROSSING THE PROPERTY OF  <b>CHARLES F. HOBBY (37.5%),</b>  <b>NANCY G. HOBBY A/K/A NANCY GRIFFIN HOBBY (31.25%)</b>  <b>AND VIRGINIA G. TYSON A/K/A VIRGINIA GRIFFIN TYSON (31.25%)</b>          LAND LOT 76, 16TH DISTRICT, LOWNDES COUNTY, GEORGIA</p>	<p>DATE: 5/8/2018</p> <p>SCALE: 1" = 100'</p> <p>DRAWN BY: SNA/DAR</p> <p>EXHIBIT A</p> <p>SHT 1 OF 4</p>
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TURNER FAMILY INVESTMENTS, LP

12' DIRT DRIVE  
FIBER OPTIC  
MARKER

APPROXIMATE LOCATION OF LAND LOT LINE  
LAND LOT LINE IS PROPERTY LINE

FIBER OPTIC

- ROAD EDGE

FIBER OPTIC










[illegible]

003

CHARLES F. HOBBY (37.5%),  
NANCY G. HOBBY A/K/A NANCY GRIFFIN HOBBY (31.25%)  
AND VIRGINIA G. TYSON A/K/A VIRGINIA GRIFFIN TYSON (31.25%)  
GPC REQUIRED R/W = 1.15 ACRES

COORDINATE DATUM: NAD83(2011), GEORGIA STATE PLANE WEST ZONE

## CROSSING THE PROPERTY OF

-  IRON PIN SET  
 IRON PIN FOUND  
 ROW MARKER  
 GPC R/W MONUMENT  
 QUITCLAIMED R/W  
 EXISTING POLE  
 POINT OF BEGINNING (POB)  
 POC= POINT OF COMMENCEMENT  
 GPC REQUIRED R/W  
 GPC EXISTING R/W

CHARLES F. HOBBY (37.5%),  
NANCY G. HOBBY A/K/A NANCY GRIFFIN HOBBY (31.25%)  
AND VIRGINIA G. TYSON A/K/A VIRGINIA GRIFFIN TYSON (31.25%)

LAND LOT 76, 16TH DISTRICT, LOWNDES COUNTY, GEORGIA

DATE: 5/8/2018

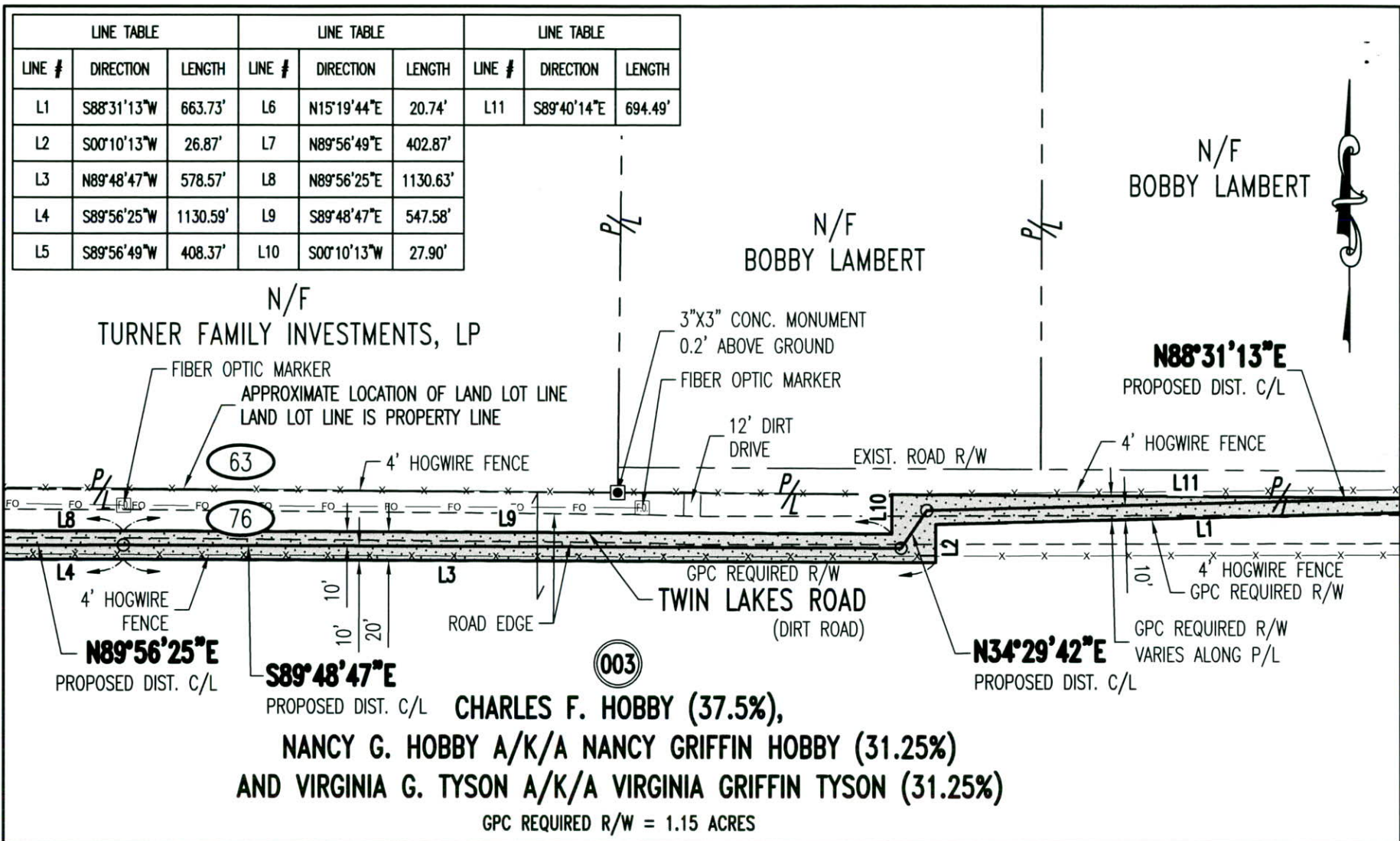
SCALE: 1" = 100'

DRAWN BY: SNA/DAR

EXHIBIT A

SHT 2 OF 4

**PARCEL No. 003**



GEORGIA POWER COMPANY - LAND DEPARTMENT

COORDINATE DATUM: NAD83(2011), GEORGIA STATE PLANE WEST ZONE

### SYMBOL LEGEND

- IRON PIN SET
  - EXISTING POLE
  - ⊙ IRON PIN FOUND
  - ⊗ POINT OF BEGINNING (POB)
  - ⬢ ROW MARKER
  - POC= POINT OF COMMENCEMENT
  - ▨ GPC R/W MONUMENT
  - ▨ GPC REQUIRED R/W
  - ▨ QUITCLAIMED R/W
  - ▨ GPC EXISTING R/W
- PARCEL No. 003

### SUWANNEE - TWIN LAKES DISTRIBUTION LINE - TWIN LAKES ROAD

CROSSING THE PROPERTY OF  
**CHARLES F. HOBBY (37.5%), NANCY G. HOBBY  
 A/K/A NANCY GRIFFIN HOBBY (31.25%) AND  
 VIRGINIA G. TYSON A/K/A VIRGINIA GRIFFIN TYSON (31.25%)**  
 LAND LOT 76, 16TH DISTRICT, LOWNDES COUNTY, GEORGIA

DATE: 5/8/2018

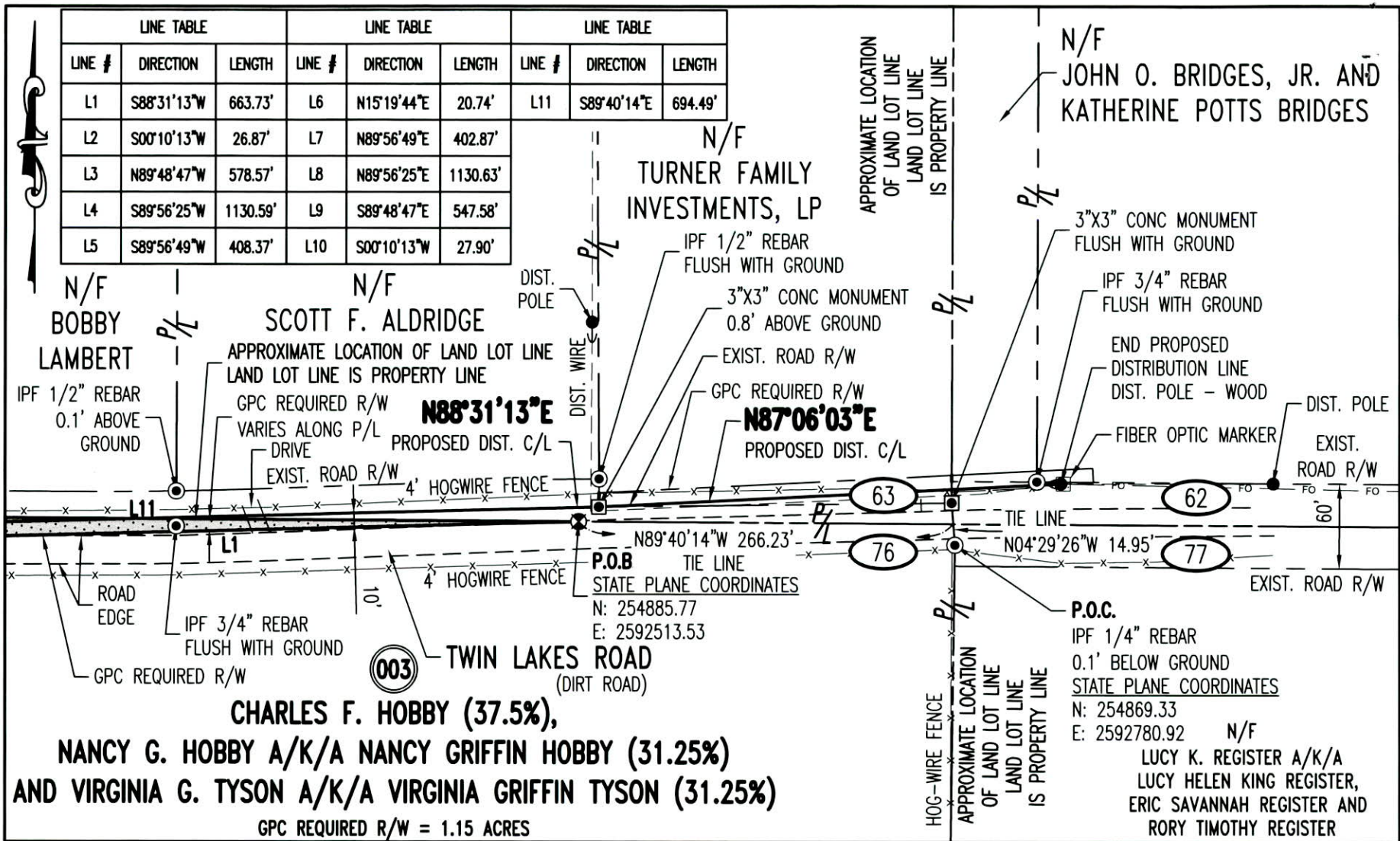
SCALE: 1" = 100'

DRAWN BY: SNA/DAR

EXHIBIT A

SHT 3 OF 4





GEORGIA POWER COMPANY - LAND DEPARTMENT

COORDINATE DATUM: NAD83(2011), GEORGIA STATE PLANE WEST ZONE

**SYMBOL LEGEND**

- IRON PIN SET
- IRON PIN FOUND
- ◻ ROW MARKER
- ▨ GPC R/W MONUMENT
- ▩ QUITCLAIMED R/W
- EXISTING POLE
- ⊗ POINT OF BEGINNING (POB)
- POC= POINT OF COMMENCEMENT
- ▨ GPC REQUIRED R/W
- ▩ GPC EXISTING R/W

PARCEL No. 003

**SUWANNEE - TWIN LAKES DISTRIBUTION LINE - TWIN LAKES ROAD**

CROSSING THE PROPERTY OF  
**CHARLES F. HOBBY (37.5%), NANCY G. HOBBY  
 A/K/A NANCY GRIFFIN HOBBY (31.25%) AND  
 VIRGINIA G. TYSON A/K/A VIRGINIA GRIFFIN TYSON (31.25%)**

LAND LOT 76, 16TH DISTRICT, LOWNDES COUNTY, GEORGIA

DATE: 5/8/2018

SCALE: 1" = 100'

DRAWN BY: SNA/DAR

EXHIBIT A

SHT 4 OF 4

BK6509PG014

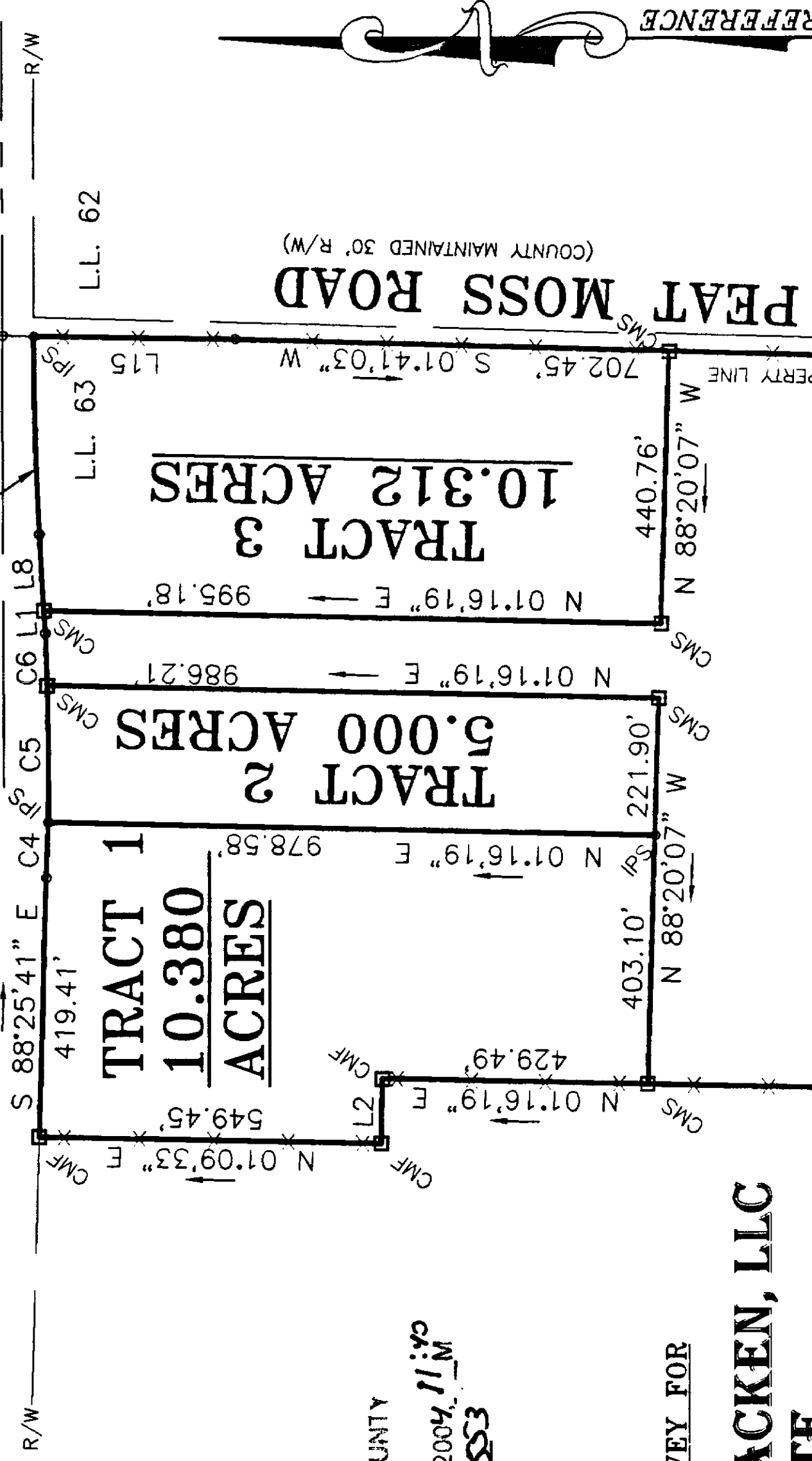
CORINTH CHURCH RD.  
(80' R/W)

L=319.83'  
R=6748.28  
CB=N 88°16'58" E  
CHD=319.80  
T=159.94

APPROX. LAND LOT COR.  
PER PB 20, PG 41

L.L. 30 L.L. 31 R/W

L.L. 62 R/W



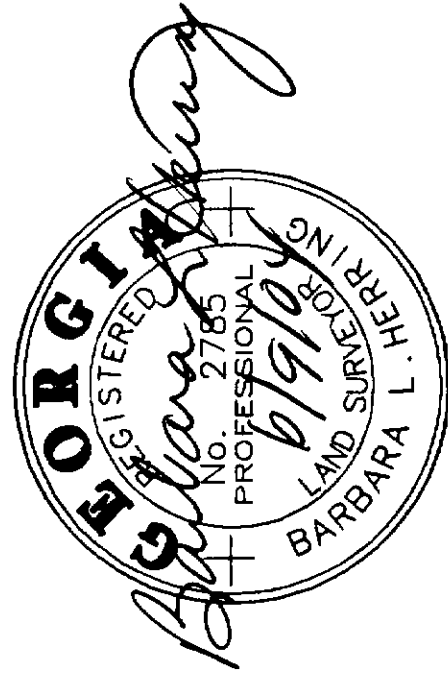
GEORGIA, LOWNDES COUNTY  
RECORDED  
This 9 day of June 2004, 11:40 AM  
Plat Cabinet A Page 2553  
Sara L. Crow  
Clerk Superior Court

PLAT OF SURVEY FOR  
**CARTER-MCCRACKEN, LLC**  
**ESTATE**

BEING IN LAND LOT 63 OF THE  
16th LAND DISTRICT, LOWNDES  
COUNTY, GEORGIA  
SURVEY & PLAT DATE: APRIL 21, 2004  
PLAT REVISED: JUNE 9, 2004  
TAX MAP 195, PAR 32



GRAPHIC SCALE : 1 INCH = 300 FT.



PROPERTY OF LOYCE W. TURNER  
DB 1804, PG 312



PROPERTY OF  
IRBY W. BRIDGES  
TAX MAP 195, PAR 41

PROPERTY OF  
IRBY W. BRIDGES  
TAX MAP 195, PAR 41

LINE TABLE		
LINE	LENGTH	BEARING
L1	36.31	N 86°32'51" E
L2	104.70	N 88°52'40" W
L3	169.94	N 87°58'42" W
L4	130.08	N 88°29'43" W
L5	126.33	N 89°26'55" W
L6	174.18	N 89°58'31" W
L7	12.20	S 01°16'19" W
L8	124.17	S 86°32'51" W
L9	190.51	S 89°49'07" E
L10	60.22	S 89°17'54" W
L11	303.51	S 89°17'54" W
L15	322.69	S 00°47'33" W

LEGEND	
I.P.S.	- IRON PIN SET - 5/8" REBAR
I.P.F.	- IRON PIN FOUND
G.P.F.	- GALVANIZED PIPE FOUND
C.M.F.	- CONCRETE MONUMENT FOUND
R/W	- RIGHT OF WAY
C.M.S.	- CONCRETE MONUMENT SET
-X-X-	- FENCE
EQUIPMENT USED: TOPCON AP-L1A "TOTAL STATION"	
FIELD CLOSURE: 15.000+	
ANGLE ERROR: 2"/PT	
METHOD OF ADJUSTMENT: HERRING RULE	
PLAT CLOSURE: 1/7777.397	
BEARINGS SHOWN WERE CALCULATED FROM FIELD ANGLES TURNED REFERENCED TO PC 1, PG 464	

**Southeastern**  
**Surveying, Inc.**

601 N. St. Augustine Rd. Telephone: 229-259-9455  
Validosta, GA 31601 Fax: 229-259-9926  
E-mail: bherring@sesurveying.com

CURVE TABLE			
CURVE	LENGTH	RADIUS	BEARING
C4	89.48	4491.04	S 88°18'58" E
C5	222.00	4491.04	N 89°41'50" E
C6	83.97	4491.04	N 87°44'43" E
			CHORD
			89.47
			221.98
			83.97



2553



# EXHIBIT A



WARREN L. TURNER JR.  
TAX PARCEL 0170 076  
DEED BOOK 6867 PAGE 351  
PLAT BOOK 11 PAGE 273

65'  
UB

1

- 2
- 3
- 1

VIRGINIA G. TYSON AND NANCY G. HOBBY  
TAX PARCEL 0171 090  
DEED BOOK 5503 PAGE 75

CURVE NAME: CUR-1|

DRWG 0002 MATCH LINE STA: 16+50.00

TWIN LAKES RD

CONCRETE HEADWALL  
EACH END



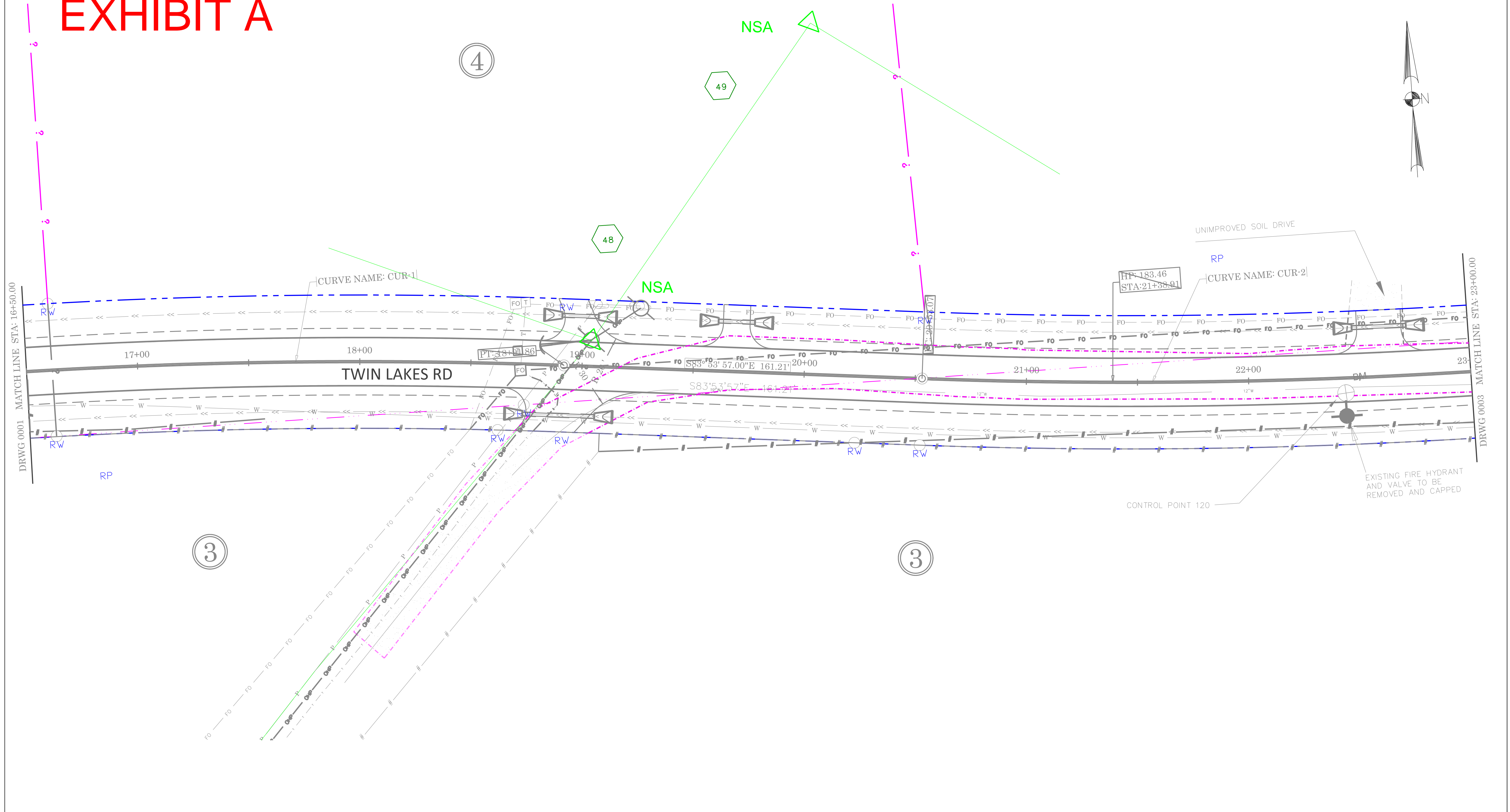
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PLANS DATE: 09/11/2025	REVISION DATE:
PLANS DATE:	REVISION DATE:
PLANS DATE:	REVISION DATE:
PLANS DATE:	REVISION DATE:
PLANS DATE:	REVISION DATE:

ENGINEERED BY: JAYDE ZIMMER	DATE: SEPT 2025
PROJECT TITLE: Twin Lakes Road Paving and Drainage Improvements	
PROJECT #:	
WORK ORDER #:	PI: 0016280
REGION: VALDOSTA AREA	HQ: VALDOSTA
COUNTY: LOWNDES	
MAP REFERENCE: 0741-0162	DWG #: 0001





EXHIBIT A



ELECTRONIC FILE DATE	CONSTRUCTION REVISION DATE
PLANS DATE: 09/11/2025	REVISION DATE:
PLANS DATE:	REVISION DATE:
PLANS DATE:	REVISION DATE:
PLANS DATE:	REVISION DATE:
PLANS DATE:	REVISION DATE:

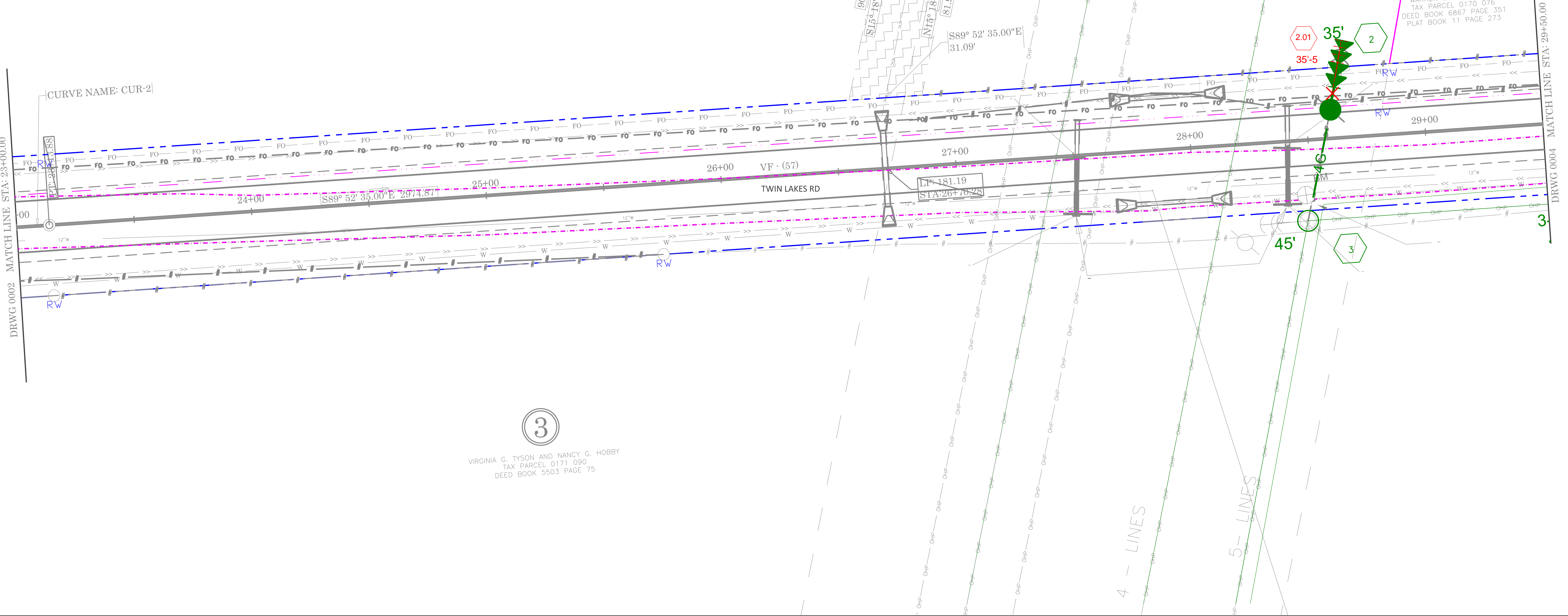
ENGINEERED BY: JAYDE ZIMMER	DATE: SEPT 2025
PROJECT TITLE: Twin Lakes Road Paving and Drainage Improvements	
PROJECT #:	
WORK ORDER #:	PI: 0016280
REGION: VALDOSTA AREA	HQ: VALDOSTA
COUNTY: LOWNDES	
MAP REFERENCE: 0741-0162	DWG #: 0002



EXHIBIT A

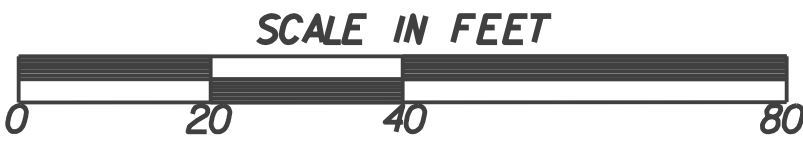
5

LILLIAN PERRY ET AL  
TAX PARCEL 0171 091  
DEED BOOK 2923 PAGE 220



3

VIRGINIA G. TYSON AND NANCY G. HOBBY  
TAX PARCEL 0171 090  
DEED BOOK 5503 PAGE 75



ELECTRONIC  
FILE DATE

PLANS DATE: 09/11/2025
PLANS DATE:
PLANS DATE:
PLANS DATE:
PLANS DATE:

CONSTRUCTION  
REVISION DATE

REVISION DATE:
REVISION DATE:
REVISION DATE:
REVISION DATE:
REVISION DATE:

ENGINEERED BY: JAYDE ZIMMER	DATE: SEPT 2025
PROJECT TITLE: Twin Lakes Road Paving and Drainage Improvements	
PROJECT #:	
WORK ORDER #:	PI: 0016280
REGION: VALDOSTA AREA	HQ: VALDOSTA
COUNTY: LOWNDES	
MAP REFERENCE: 0741-0162	DWG #: 0003





# EXHIBIT A



②

WARREN L. TURNER JR.  
TAX PARCEL 0170 076  
DEED BOOK 6867 PAGE 351  
PLAT BOOK 11 PAGE 273



12.47kV

S89° 52' 35.00"E 2974.87'

795AAC+  
4/0ACSRN

3-795AAC+  
4/0ACSRN

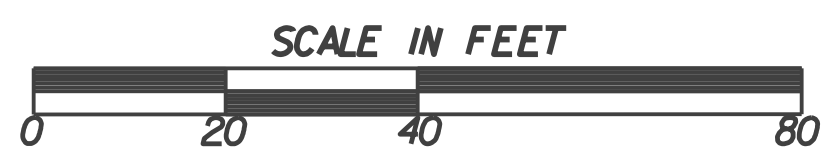
45'

5 45'

7

3

VIRGINIA G. TYSON AND NANCY G. HOBBY  
TAX PARCEL 0171 090  
DEED BOOK 5503 PAGE 75



ELECTRONIC FILE DATE	CONSTRUCTION REVISION DATE
PLANS DATE: 09/11/2025	REVISION DATE:
PLANS DATE:	REVISION DATE:
PLANS DATE:	REVISION DATE:
PLANS DATE:	REVISION DATE:
PLANS DATE:	REVISION DATE:

ENGINEERED BY: JAYDE ZIMMER	DATE: SEPT 2025
PROJECT TITLE: Twin Lakes Road Paving and Drainage Improvements	
PROJECT #:	
WORK ORDER #:	PI: 0016280
REGION: VALDOSTA AREA	HQ: VALDOSTA
COUNTY: LOWNEDES	
MAP REFERENCE: 0741-0162	DWG #: 0004

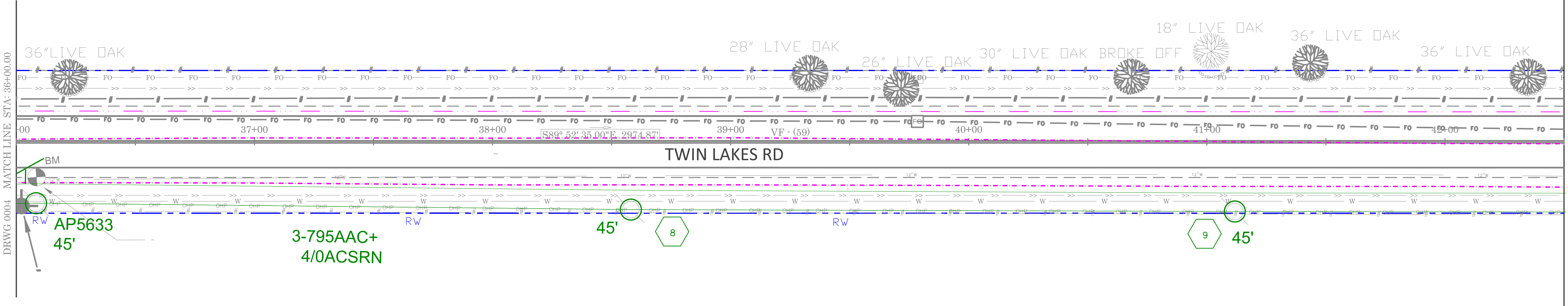


EXHIBIT A



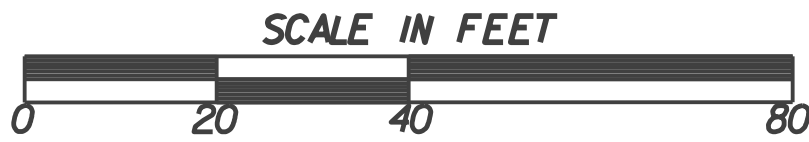
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WARREN L. TURNER JR.  
TAX PARCEL 0195 031  
DEED BOOK 6867 PAGE 351



3

VIRGINIA G. TYSON AND NANCY G. HOBBY  
TAX PARCEL 0171 090  
DEED BOOK 5503 PAGE 75



ELECTRONIC  
FILE DATE

PLANS DATE: 09/11/2025
PLANS DATE:
PLANS DATE:
PLANS DATE:
PLANS DATE:

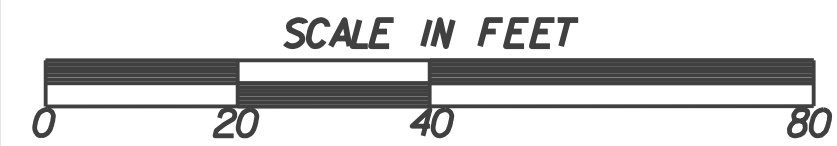
CONSTRUCTION  
REVISION DATE

REVISION DATE:
REVISION DATE:
REVISION DATE:
REVISION DATE:
REVISION DATE:

ENGINEERED BY: JAYDE ZIMMER	DATE: SEPT 2025
PROJECT TITLE: Twin Lakes Road Paving and Drainage Improvements	
PROJECT #:	
WORK ORDER #:	PI: 0016280
REGION: VALDOSTA AREA	HQ: VALDOSTA
COUNTY: LOWNDES	
MAP REFERENCE: 0741-0162	DWG #: 0005



EXHIBIT A



ELECTRONIC  
FILE DATE

PLANS DATE: 09/11/2025
PLANS DATE:
PLANS DATE:
PLANS DATE:
PLANS DATE:

CONSTRUCTION  
REVISION DATE

REVISION DATE:
REVISION DATE:
REVISION DATE:
REVISION DATE:
REVISION DATE:

ENGINEERED BY: JAYDE ZIMMER	DATE: SEPT 2025
PROJECT TITLE: Twin Lakes Road Paving and Drainage Improvements	
PROJECT #:	
WORK ORDER #:	PI: 0016280
REGION: VALDOSTA AREA	HQ: VALDOSTA
COUNTY: LOWNDES	
MAP REFERENCE: 0741-0162	DWG #: 0006



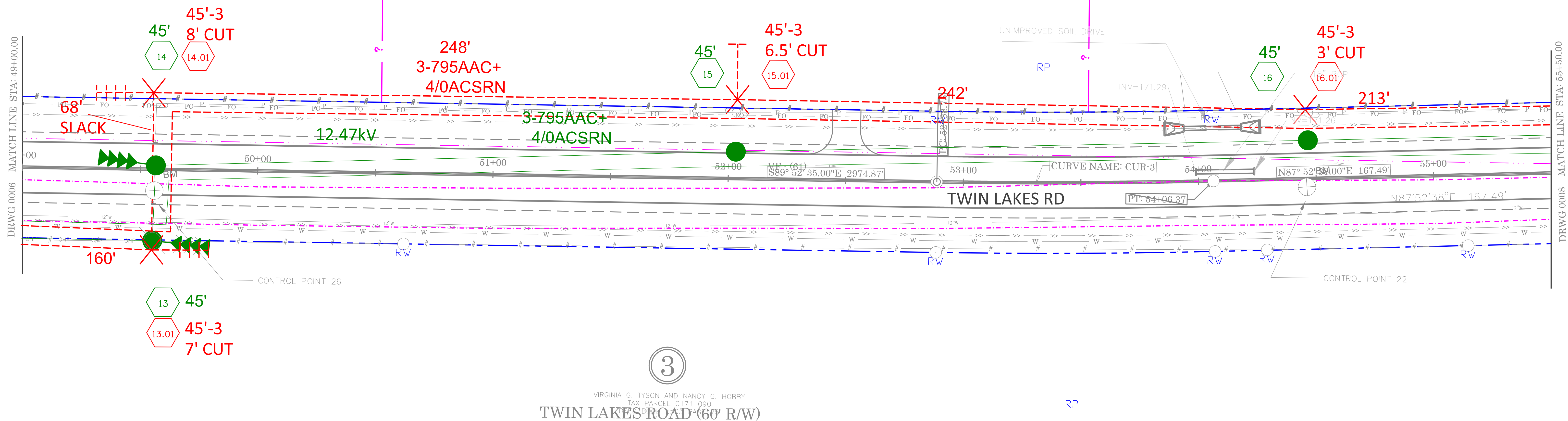
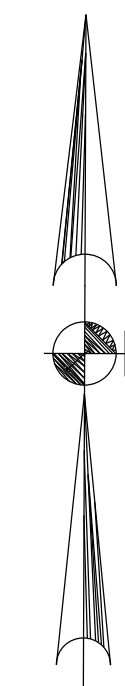


# EXHIBIT A

BOBBY LAMBERT  
TAX PARCEL 01963 125  
DEED BOOK 2891 PAGE 077  
PLAT CABINET A PAGE 2553

BOBBY LAMBERT  
TAX PARCEL 0196 124  
DEED BOOK 3924 PAGE 272  
PLAT CABINET A PAGE 2553

SCOTT F. ALDRIDGE  
TAX PARCEL 0196 123  
DEED BOOK 2891 PAGE 070  
PLAT CABINET A PAGE 2553




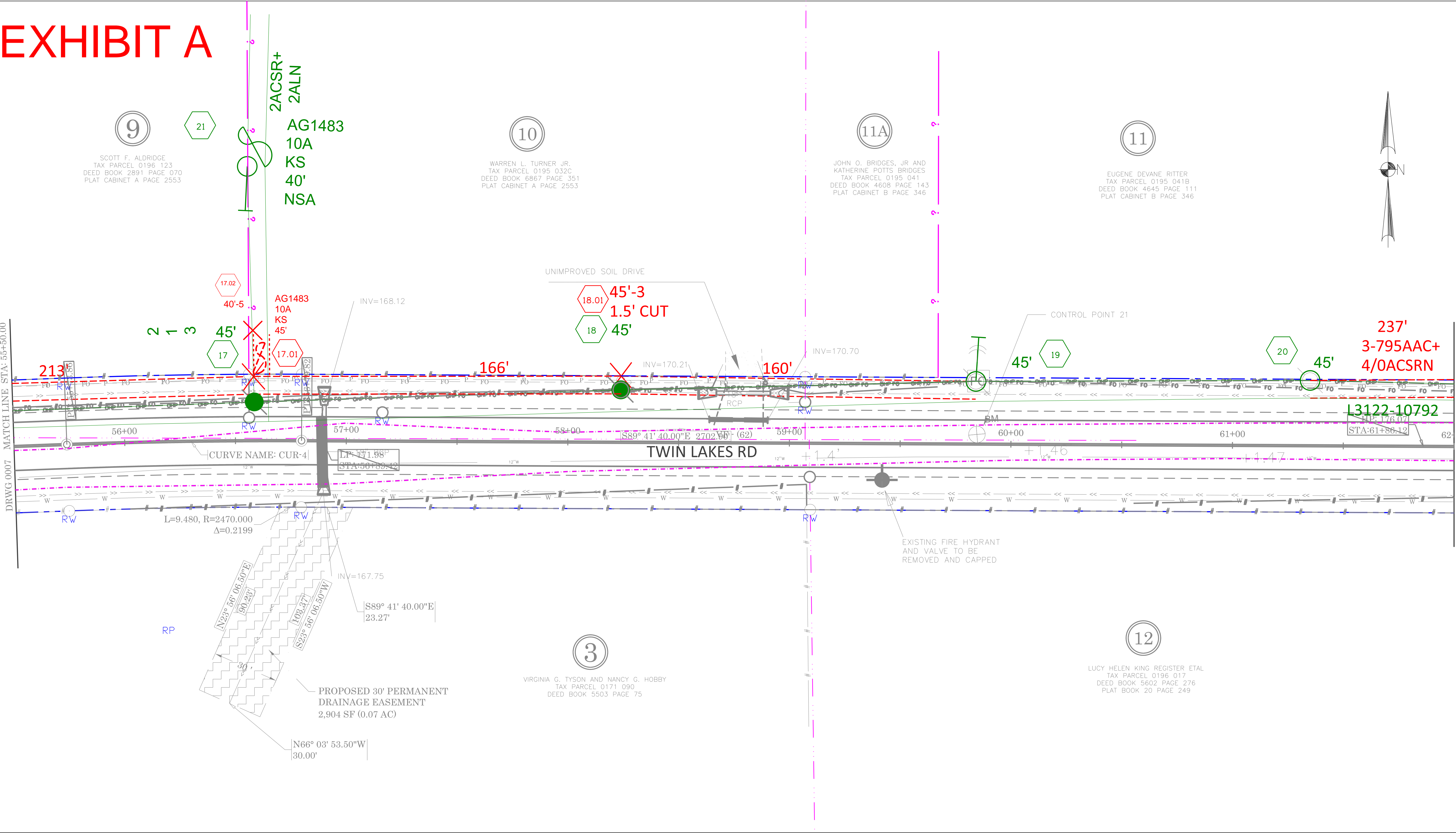
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	PLANS DATE: 09/11/2025		REVISION DATE:		PROJECT TITLE: Twin Lakes Road Paving and Drainage Improvements			
	PLANS DATE:		REVISION DATE:		PROJECT #:			
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	PLANS DATE:		REVISION DATE:		COUNTY: LOWNDES		DWG #: 0007	
	PLANS DATE:		REVISION DATE:		MAP REFERENCE: 0741-0162			



EXHIBIT A



<div>SCALE IN FEET</div> <div><div></div><div>0</div><div>20</div><div>40</div><div>80</div></div>	ELECTRONIC FILE DATE	CONSTRUCTION REVISION DATE	ENGINEERED BY: JAYDE ZIMMER PROJECT TITLE: Twin Lakes Road Paving and Drainage Improvements PROJECT *: WORK ORDER *: REGION: VALDOSTA AREA COUNTY: LOWNDES MAP REFERENCE: 0741-0162 <div>DATE: SEPT 2025 PI: 0016280 HQ: VALDOSTA DWG #: 0008</div>
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	PLANS DATE:	REVISION DATE:	

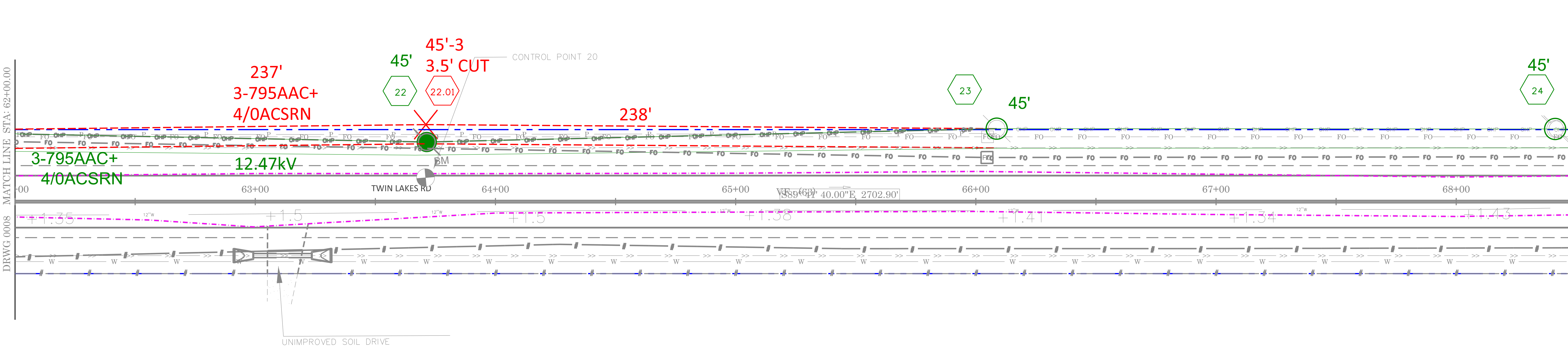


EXHIBIT A



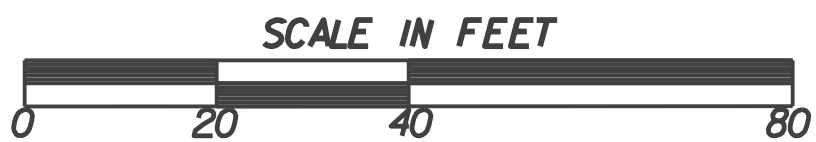
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EUGENE DEVANE RITTER  
TAX PARCEL 0195 0418  
DEED BOOK 4645 PAGE 111  
PLAT CABINET B PAGE 346



12

LUCY HELEN KING REGISTER ETAL  
TAX PARCEL 0196 017  
DEED BOOK 5602 PAGE 276  
PLAT BOOK 20 PAGE 249



ELECTRONIC  
FILE DATE

PLANS DATE: 09/11/2025
PLANS DATE:
PLANS DATE:
PLANS DATE:
PLANS DATE:

CONSTRUCTION  
REVISION DATE

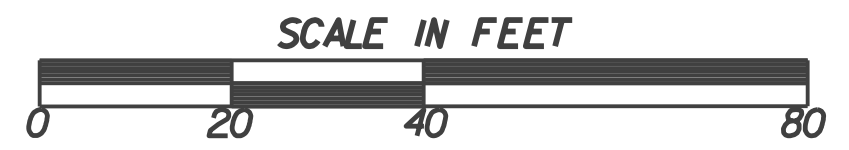
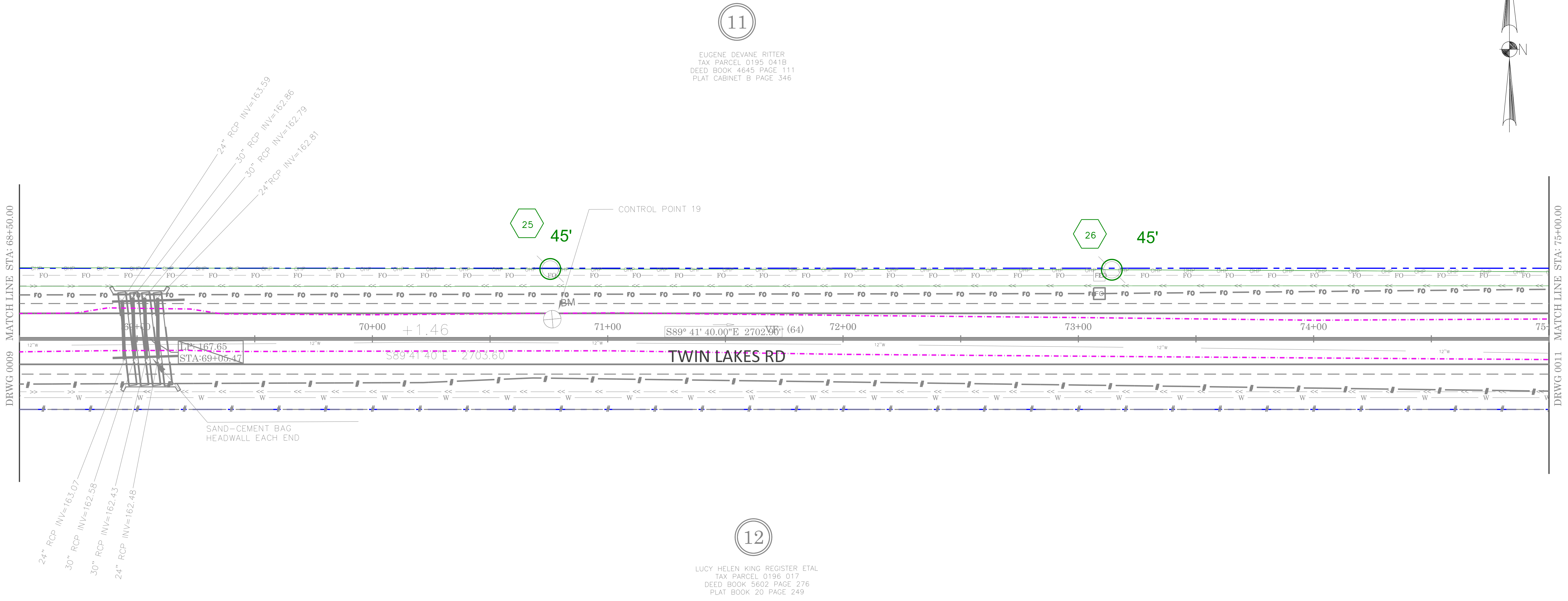
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REVISION DATE:

ENGINEERED BY: JAYDE ZIMMER	DATE: SEPT 2025
PROJECT TITLE: Twin Lakes Road Paving and Drainage Improvements	
PROJECT #:	
WORK ORDER #:	PI: 0016280
REGION: VALDOSTA AREA	HQ: VALDOSTA
COUNTY: LOWNDES	
MAP REFERENCE: 0741-0162	DWG #: 0009





EXHIBIT A



ELECTRONIC FILE DATE	CONSTRUCTION REVISION DATE
PLANS DATE: 09/11/2025	REVISION DATE:
PLANS DATE:	REVISION DATE:
PLANS DATE:	REVISION DATE:
PLANS DATE:	REVISION DATE:
PLANS DATE:	REVISION DATE:

ENGINEERED BY: JAYDE ZIMMER	DATE: SEPT 2025
PROJECT TITLE: Twin Lakes Road Paving and Drainage Improvements	
PROJECT #:	
WORK ORDER #:	PI: 0016280
REGION: VALDOSTA AREA	HQ: VALDOSTA
COUNTY: LOWNDES	
MAP REFERENCE: 0741-0162	DWG #: 0010

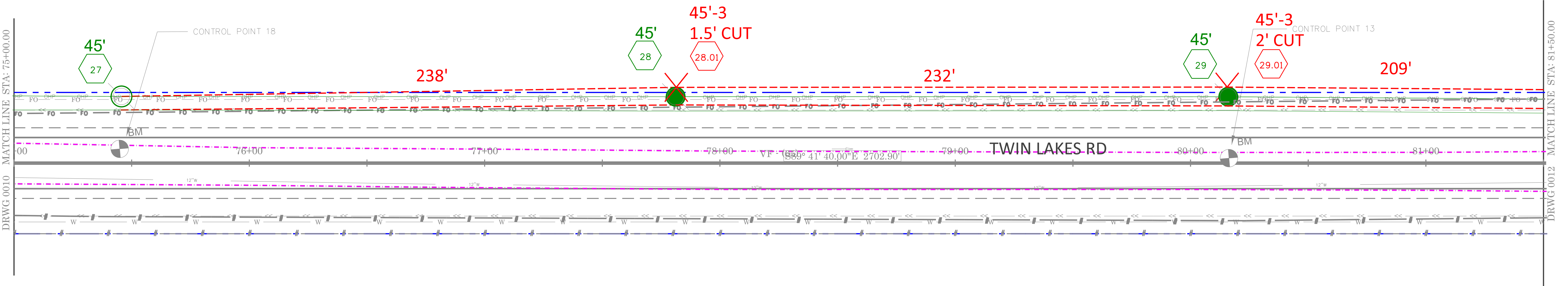


EXHIBIT A



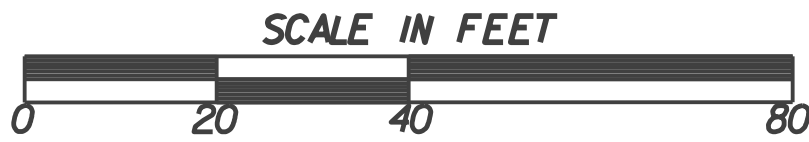
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EUGENE DEVANE RITTER  
TAX PARCEL 0195 041B  
DEED BOOK 4645 PAGE 111  
PLAT CABINET B PAGE 346



12

LUCY HELEN KING REGISTER ETAL  
TAX PARCEL 0196 017  
DEED BOOK 5602 PAGE 276  
PLAT BOOK 20 PAGE 249



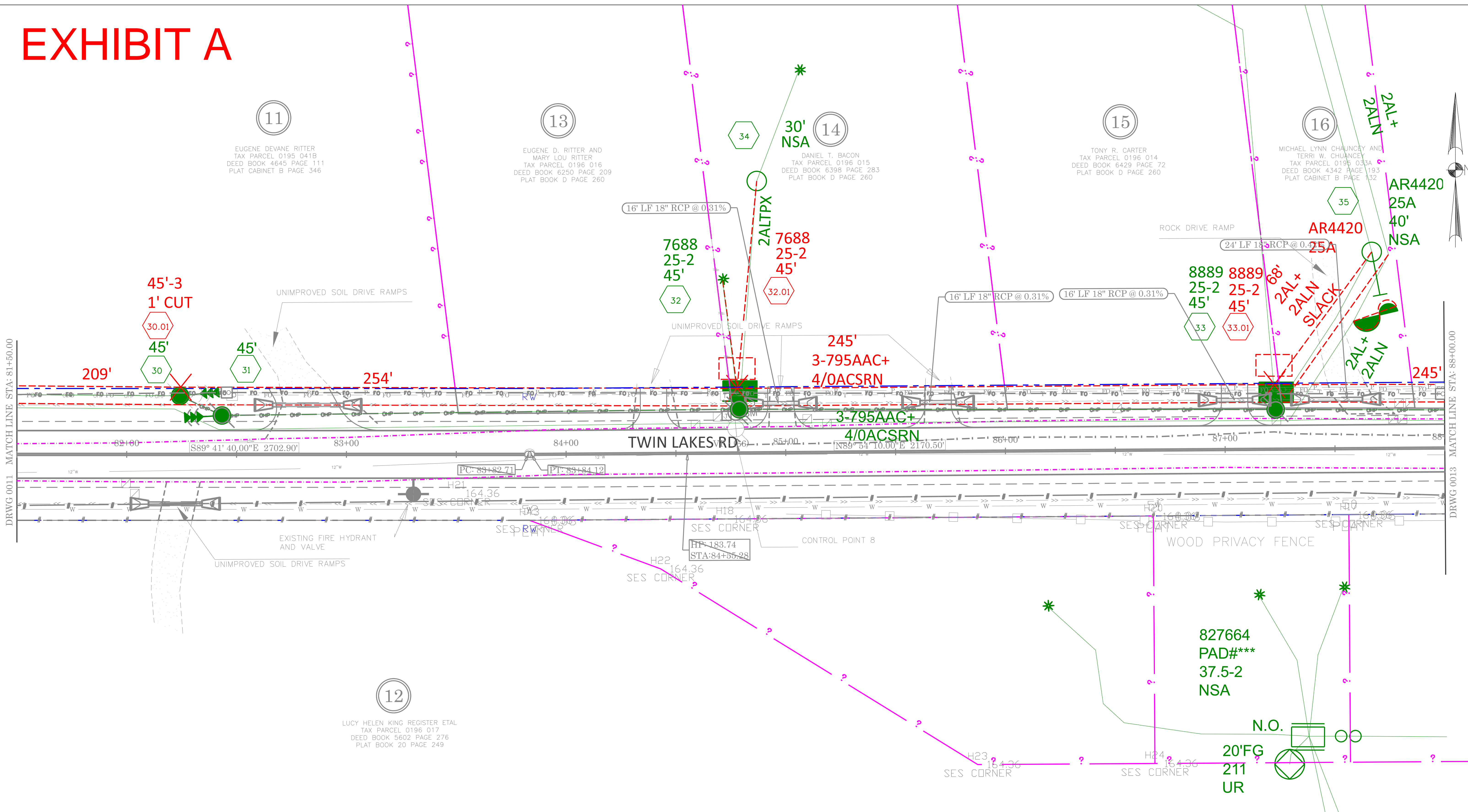
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PLANS DATE:	REVISION DATE:
PLANS DATE:	REVISION DATE:


ENGINEERED BY: JAYDE ZIMMER	DATE: SEPT 2025
PROJECT TITLE: Twin Lakes Road Paving and Drainage Improvements	
PROJECT #:	
WORK ORDER #:	PI: 0016280
REGION: VALDOSTA AREA	HQ: VALDOSTA
COUNTY: LOWNDES	
MAP REFERENCE: 0741-0162	DWG #: 0011





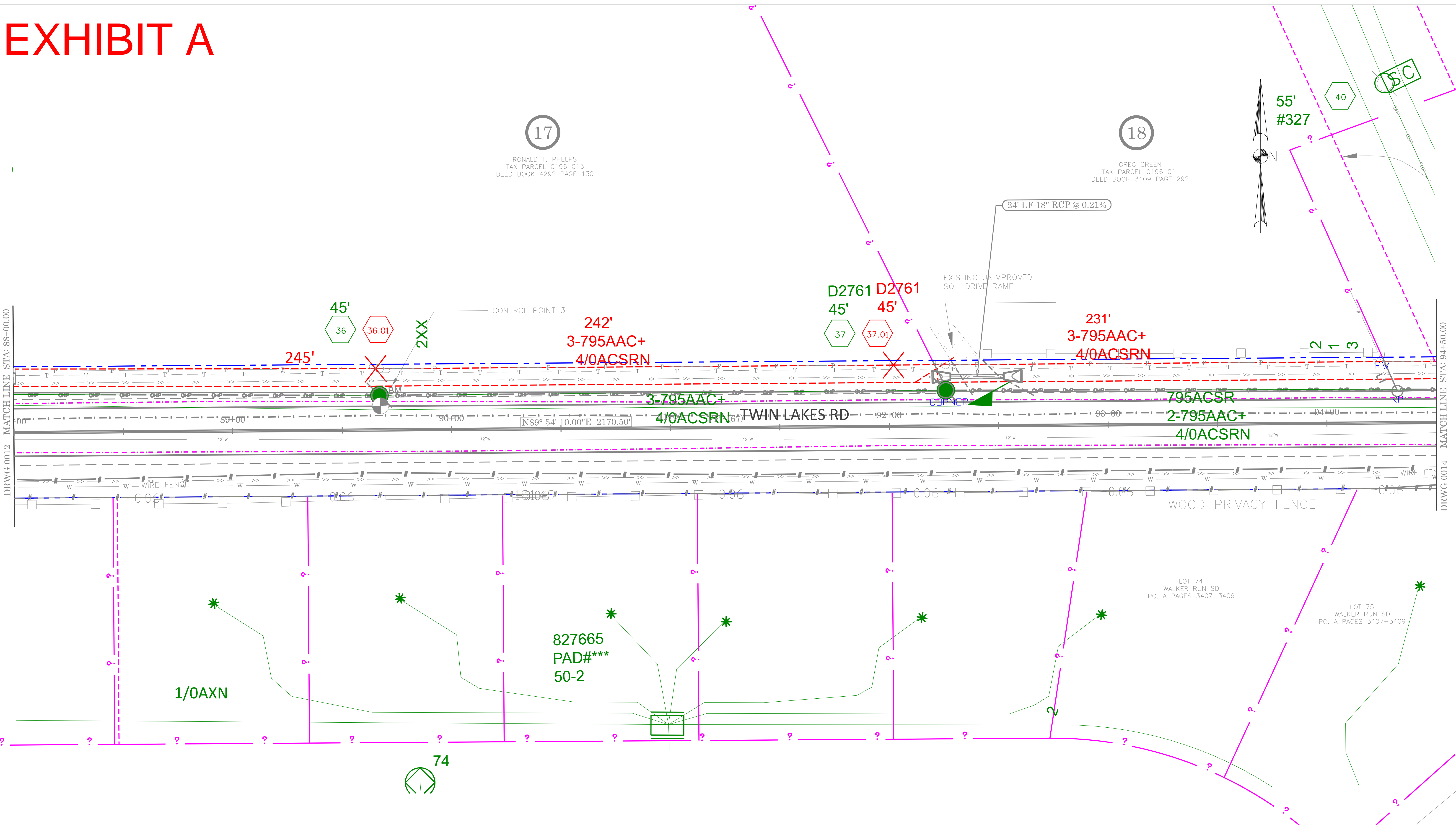
# EXHIBIT A



	ELECTRONIC FILE DATE		CONSTRUCTION REVISION DATE		ENGINEERED BY: JAYDE ZIMMER		DATE: SEPT 2025	
	PLANS DATE: 09/11/2025		REVISION DATE:		PROJECT TITLE: Twin Lakes Road Paving and Drainage Improvements			
	PLANS DATE:		REVISION DATE:		PROJECT #:		PI: 0016280	
	PLANS DATE:		REVISION DATE:		WORK ORDER #:		HQ: VALDOSTA	
	PLANS DATE:		REVISION DATE:		REGION: VALDOSTA AREA		COUNTY: LOWNDES	
	PLANS DATE:		REVISION DATE:		MAP REFERENCE: 0741-0162		DWG #: 0012	



# EXHIBIT A

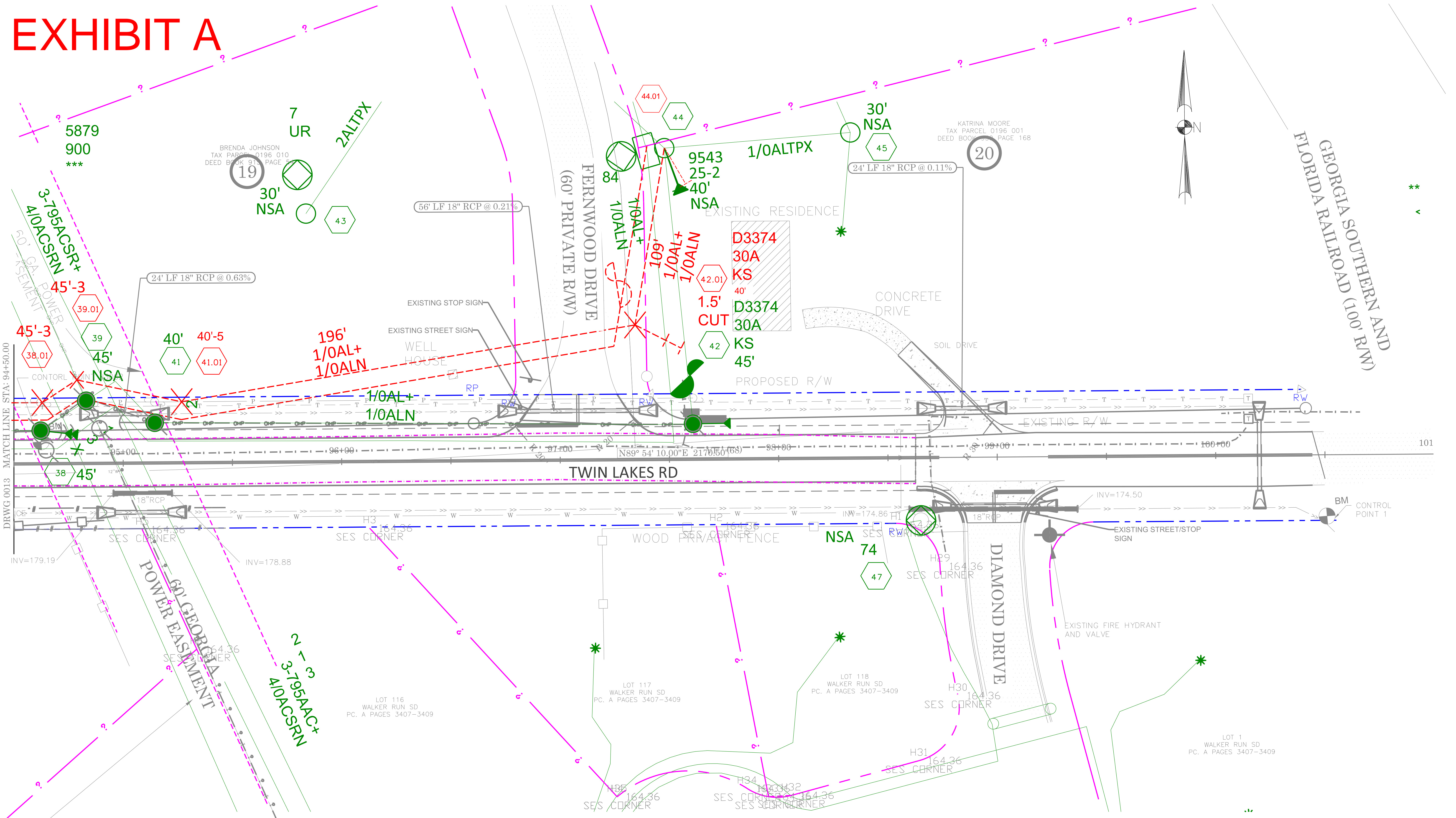


<div><div>SCALE IN FEET</div><div><div></div><div></div><div></div><div></div></div><div><div>0</div><div>20</div><div>40</div><div>80</div></div></div>	ELECTRONIC FILE DATE		CONSTRUCTION REVISION DATE		ENGINEERED BY: JAYDE ZIMMER				DATE: SEPT 2025	
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	PLANS DATE:		REVISION DATE:		WORK ORDER #:				PI: 0016280	
	PLANS DATE:		REVISION DATE:		REGION: VALDOSTA AREA				HQ: VALDOSTA	
	PLANS DATE:		REVISION DATE:		COUNTY: LOWNDES					
	PLANS DATE:		REVISION DATE:		MAP REFERENCE: 0741-0162				DWG #: 0013	





EXHIBIT A



<div>SCALE IN FEET</div> <div><div></div><div>0</div><div>20</div><div>40</div><div>80</div></div>	ELECTRONIC FILE DATE	CONSTRUCTION REVISION DATE	ENGINEERED BY: JAYDE ZIMMER PROJECT TITLE: Twin Lakes Road Paving and Drainage Improvements PROJECT #: WORK ORDER #: REGION: VALDOSTA AREA COUNTY: LOWNDES MAP REFERENCE: 0741-0162 <div>DATE: SEPT 2025 PI: 0016280 HQ: VALDOSTA DWG #: 0014</div>
	PLANS DATE: 09/11/2025	REVISION DATE:	
	PLANS DATE:	REVISION DATE:	
	PLANS DATE:	REVISION DATE:	
	PLANS DATE:	REVISION DATE:	



LOWNDES COUNTY BOARD OF COMMISSIONERS  
COMMISSION AGENDA ITEM

SUBJECT: PI 0016280 Twin Lakes Road Right of Way Purchases for  
Parcels 19 and 20

DATE OF MEETING: December 9, 2025

Work  
Session/Regular  
Session

BUDGET IMPACT: \$4,714.00

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: Twin Lakes Road Right of Way Purchases

HISTORY, FACTS AND ISSUES: Staff has negotiated purchase of the Right of Way for Parcels 19 and 20 for the Twin Lakes Road TSPLOST project. The attached detailed schedule identifies the property, the grantor, and the purchase price for each parcel. Lowndes County is purchasing 0.080 acres from Brenda Johnson, Parcel 19, for \$1,714.00 and 0.069 acres from Katrina Moore, Parcel 20, for \$3,000.00.

OPTIONS: 1. Approve the acquisitions for Twin Lakes Road from the listed grantors of the identified properties for the purchase price for each property, as set forth in the attached detailed schedule.  
2. Redirect.

RECOMMENDED ACTION: Option 1

DEPARTMENT: Engineering

DEPARTMENT HEAD: Chad McLeod

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:



**Return Recorded Document To:**

Lowndes County Engineering Dept.  
327 N. Ashley Street  
Valdosta, GA 31601  
Attn: Chad McLeod

**RURAL POST ROAD  
RIGHT-OF-WAY DEED**

Georgia, Lowndes County

Project name: Twin Lakes Road  
Paving and Drainage Improvements

This conveyance is made and executed as of the \_\_\_\_ day of \_\_\_\_\_, 2025.

Witnesseth, that **BRENDA JOHNSON** the undersigned and Grantor herein, is the owner of a tract of land in Lowndes County through which a Rural Post Road of Farm to Market Road, known as P. I. No. 0016280 between Loch Laurel Road and U.S. Highway 41 has been laid out by the Board of Commissioners of Lowndes County as a part of the Rural Post Road Systems of Georgia as provided in Acts of the General Assembly of Georgia 1937, said road being more particularly described in a map and drawing of said road in the Office of the Lowndes County Engineer, to which reference is hereby made.

Now, therefore, in consideration of ONE THOUSAND SEVEN HUNDRED FOURTEEN and NO/100's DOLLARS (\$1,714.00 ) in hand paid, together with the benefits to my property by the construction and/or maintenance of said road, and other good and valuable consideration the receipt and sufficiency of each of which is hereby acknowledged, the said undersigned Grantor does hereby grant, bargain, sell and convey to said **LOWNDES COUNTY, GEORGIA**, a political subdivision of the State of Georgia, its successors and assigns, and Grantee herein, so much land in Land Lot No. 62 of the 16<sup>th</sup> Land District of said County as to make a right-of-way for the said road as surveyed and measured from the centerline of the road location as follows:

**RIGHT OF WAY**

A strip of land, variable in width and bounded by the following Stations and Offsets from the new centerline: From Sta: 94+25.53 (30.00' Left) to Sta: 96+78.67 (30.00 Left) to Sta: 96+60.56 (17.07' Left) to Sta: 94+32.32 (14.52'

Left) to Sta: 94+25.53 (30.00' Left).

Said right-of-way consists of 0.080 acres, and is more particularly described according to a plat of the right-of-way, "County Road Right-of-Way For Twin Lakes Road," prepared by Stan Folsom, Georgia registered land surveyor No. 2284, Folsom Surveying, LLC, said plat dated the 24th day of April, 2023, and made a part of this description. Said plat is hereto attached or is on file in the Office of the Lowndes County Engineer.

By signing below, the undersigned Grantor, for myself, my heirs, administrators, executors, successors, and assigns, hereby additionally remises, releases and forever QUIT-CLAIMS to the said Grantee, its successors and assigns, all the right, title, interest, claim or demand which the undersigned Grantor has, may have or ever had to the roadbed of the said road, if any, from the centerline of said road to and through the common boundary of the right-of-way conveyed hereby and the undersigned Grantor's property remaining following the above conveyance.

#### Conditions and Reservations

The information filled in with ink above, if any, was inserted before the execution hereof by the Grantor.

To have and to hold the said conveyed premises in FEE SIMPLE.

The undersigned Grantor hereby warrants to Grantee, its successors and assigns, that the undersigned Grantor has the right to sell and convey said lands of the undersigned Grantor transferred and conveyed hereby and to bind the undersigned Grantor, her heirs, executors, and administrators, and the undersigned Grantor shall forever defend Grantee, its successors and assigns, against any claim or demand of the undersigned Grantor, or any person or persons claiming by or through said undersigned Grantor, of any right or title to the aforesaid described lands, or its appurtenances or any part thereof.

[Signature on Next Page]

IN TESTIMONY WHEREOF, Grantor has hereunto set her hand and seal as of the day first above written.

GRANTOR:

\_\_\_\_\_(SEAL)  
BRENDA JOHNSON

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Notary Public

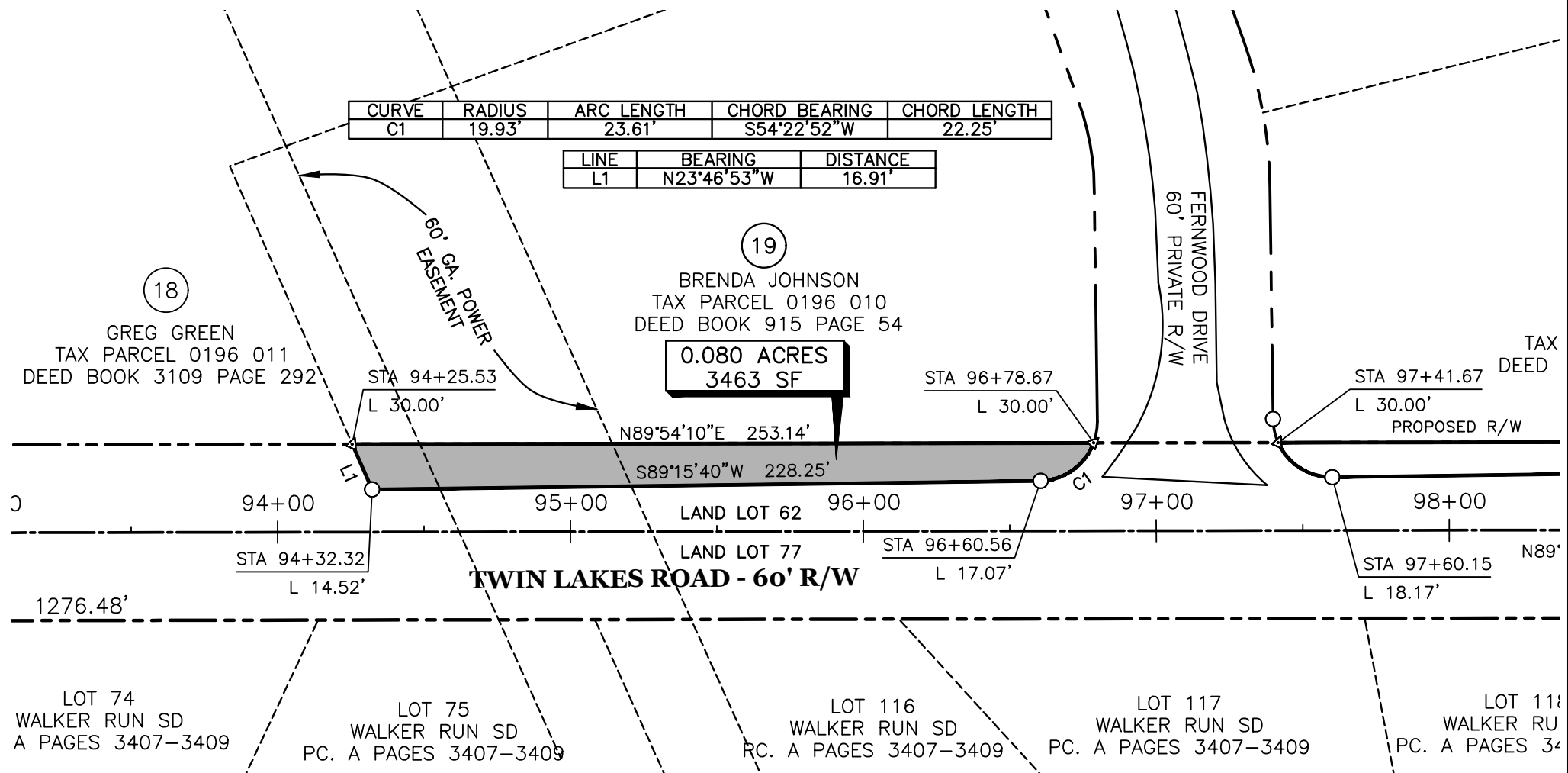
My commission expires: \_\_\_\_\_

(AFFIX SEAL)

ROW Parcel No. 19

COUNTY ROAD RIGHT OF WAY  
FOR  
TWIN LAKES ROAD  
CR#390  
LAND LOT 62 – 16TH LAND DISTRICT

PLAT OF A RIGHT OF WAY ACQUISITION SURVEY – PARCEL 19

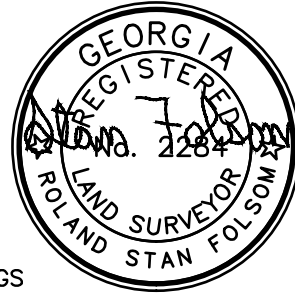
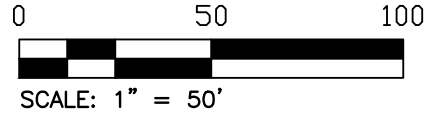


THE FIELD DATA MEASUREMENTS UPON WHICH THIS PLAT IS BASED HAS A RELATIVE POSITIONAL PRECISION OF LESS THAN 0.07' AT THE 95% CONFIDENCE INTERVAL. REDUNDANT MEASUREMENTS MADE TO THE CONTROL POINTS AND THE PROPERTY CORNER MARKERS. BASED UPON THE REDUNDANT MEASUREMENTS THE POSITION TOLERANCE OF THE PROPERTY CORNER MARKERS WITH RESPECT TO EACH OTHER WITHIN THE SURVEY IS NOT GREATER THAN 0.25' FOR SUBURBAN SUBDIVISIONS INTERIOR BLOCKS (BOARD RULE 180-7-.03)

THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN 1' IN

EQUIPMENT USED:

- 0 LEICA 1203 ROBOTIC TOTAL STATION
- 0 JAVAD TRIUMPH – LS PLUS ROVER AND JAVAD TRIUMPH-3 BASE STATION
- 0 100' STEEL TAPE



STAN FOLSOM RPLS 2284  
FOLSOM SURVEYING LLC  
COA LSF000218  
1309 EDGEWOOD DRIVE  
VALDOSTA, GA. 31601  
229-244-2920



**Return Recorded Document To:**

Lowndes County Engineering Dept.  
327 N. Ashley Street  
Valdosta, GA 31601  
Attn: Chad McLeod

**RURAL POST ROAD  
RIGHT-OF-WAY DEED**

Georgia, Lowndes County

Project name: Twin Lakes Road  
Paving and Drainage Improvements

This conveyance is made and executed as of the \_\_\_\_ day of \_\_\_\_\_, 2025.

Witnesseth, that **KATRINA P. MOORE** the undersigned and Grantor herein, is the owner of a tract of land in Lowndes County through which a Rural Post Road of Farm to Market Road, known as P. I. No. 0016280 between Loch Laurel Road and U.S. Highway 41 has been laid out by the Board of Commissioners of Lowndes County as a part of the Rural Post Road Systems of Georgia as provided in Acts of the General Assembly of Georgia 1937, said road being more particularly described in a map and drawing of said road in the Office of the Lowndes County Engineer, to which reference is hereby made.

Now, therefore, in consideration of THREE THOUSAND and NO/100's DOLLARS (\$3,000.00) in hand paid, together with the benefits to my property by the construction and/or maintenance of said road, and other good and valuable consideration the receipt and sufficiency of each of which is hereby acknowledged, the said undersigned Grantor does hereby grant, bargain, sell and convey to said **LOWNDES COUNTY, GEORGIA**, a political subdivision of the State of Georgia, its successors and assigns, and Grantee herein, so much land in Land Lot No. 62 of the 16<sup>th</sup> Land District of said County as to make a right-of-way for the said road as surveyed and measured from the centerline of the road location as follows:

**RIGHT OF WAY**

A strip of land, variable in width and bounded by the following Stations and Offsets from the new centerline: From Sta: 97+41.67 (30.00' Left) to Sta: 100+39.08 (30.00 Left) to Sta: 100+41.37 (21.39' Left) to Sta: 97+60.15 (18.17'

Left) to Sta: 97+41.67 (30.00' Left).

Said right-of-way consists of 0.069 acres, and is more particularly described according to a plat of the right-of-way, "County Road Right-of-Way For Twin Lakes Road," prepared by Stan Folsom, Georgia registered land surveyor No. 2284, Folsom Surveying, LLC, said plat dated the 24th day of April, 2023, and made a part of this description. Said plat is hereto attached or is on file in the Office of the Lowndes County Engineer.

By signing below, the undersigned Grantor, for myself, my heirs, administrators, executors, successors, and assigns, hereby additionally remises, releases and forever QUIT-CLAIMS to the said Grantee, its successors and assigns, all the right, title, interest, claim or demand which the undersigned Grantor has, may have or ever had to the roadbed of the said road, if any, from the centerline of said road to and through the common boundary of the right-of-way conveyed hereby and the undersigned Grantor's property remaining following the above conveyance.

#### Conditions and Reservations

The information filled in with ink above, if any, was inserted before the execution hereof by the Grantor.

To have and to hold the said conveyed premises in FEE SIMPLE.

The undersigned Grantor hereby warrants to Grantee, its successors and assigns, that the undersigned Grantor has the right to sell and convey said lands of the undersigned Grantor transferred and conveyed hereby and to bind the undersigned Grantor, her heirs, executors, and administrators, and the undersigned Grantor shall forever defend Grantee, its successors and assigns, against any claim or demand of the undersigned Grantor, or any person or persons claiming by or through said undersigned Grantor, of any right or title to the aforesaid described lands, or its appurtenances or any part thereof.

[Signature on Next Page]

IN TESTIMONY WHEREOF, Grantor has hereunto set her hand and seal as of the day first above written.

GRANTOR:

\_\_\_\_\_(SEAL)  
KATRINA P. MOORE

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Notary Public

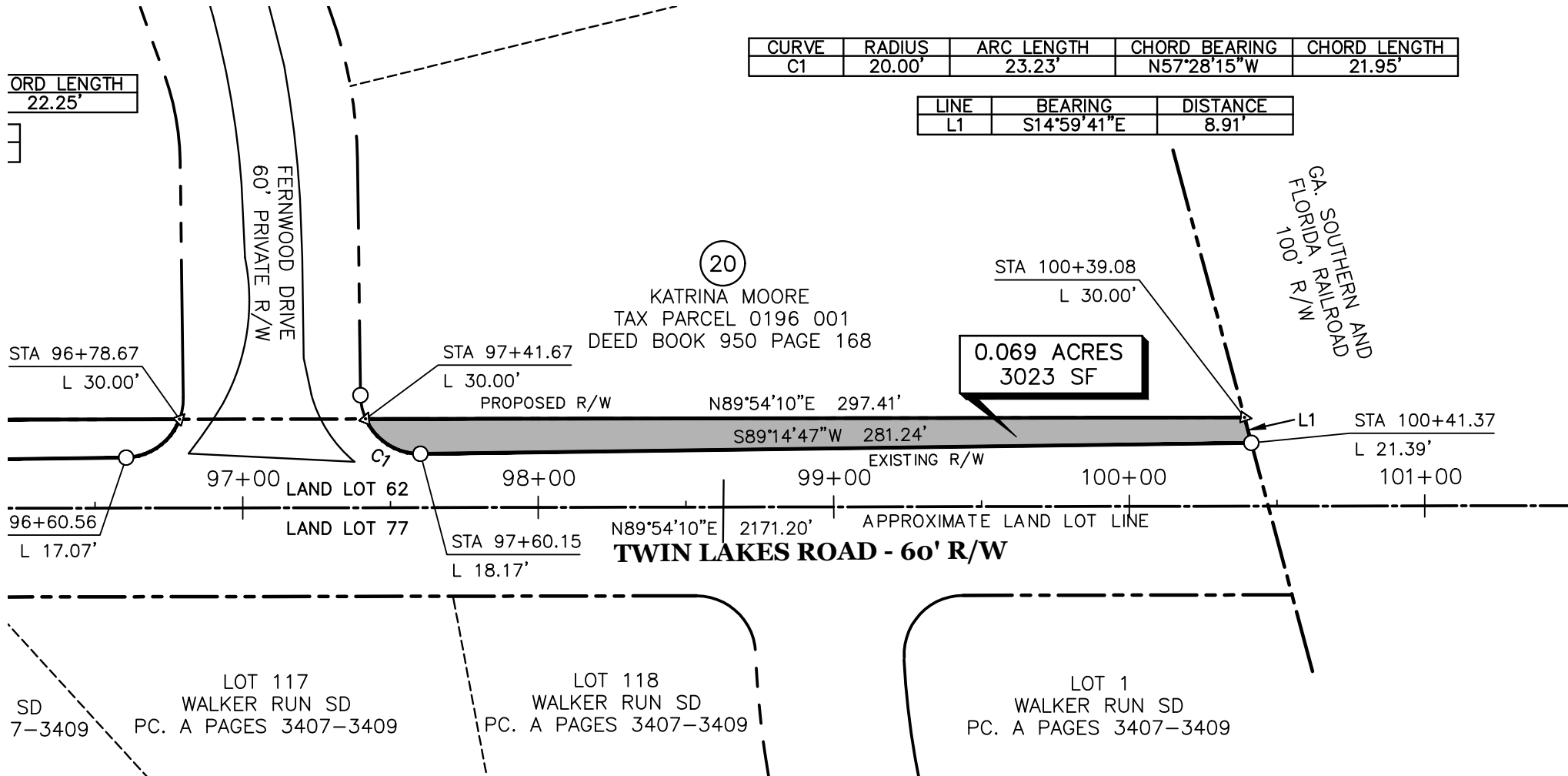
My commission expires: \_\_\_\_\_

(AFFIX SEAL)

ROW Parcel No. 20

COUNTY ROAD RIGHT OF WAY  
FOR  
TWIN LAKES ROAD  
CR#390  
LAND LOT 62 – 16TH LAND DISTRICT

PLAT OF A RIGHT OF WAY ACQUISITION SURVEY – PARCEL 20



CURVE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	20.00'	23.23'	N57°28'15"W	21.95'

LINE	BEARING	DISTANCE
L1	S14°59'41"E	8.91'

ORD LENGTH
22.25'

STA	L
96+78.67	30.00'

STA	L
96+60.56	17.07'

STA	L
97+41.67	30.00'

STA	L
97+60.15	18.17'

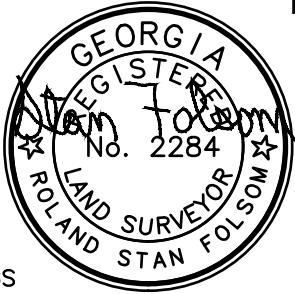
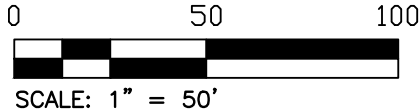
STA	L
100+39.08	30.00'

STA	L
100+41.37	21.39'

THE FIELD DATA MEASUREMENTS UPON WHICH THIS PLAT IS BASED HAS A RELATIVE POSITIONAL PRECISION OF LESS THAN 0.07' AT THE 95% CONFIDENCE INTERVAL. REDUNDANT MEASUREMENTS MADE TO THE CONTROL POINTS AND THE PROPERTY CORNER MARKERS. BASED UPON THE REDUNDANT MEASUREMENTS THE POSITION TOLERANCE OF THE PROPERTY CORNER MARKERS WITH RESPECT TO EACH OTHER WITHIN THE SURVEY IS NOT GREATER THAN 0.25' FOR SUBURBAN SUBDIVISIONS INTERIOR BLOCKS (BOARD RULE 180-7-.03)

THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN 1' IN EQUIPMENT USED:

- 0 LEICA 1203 ROBOTIC TOTAL STATION
- 0 JAVAD TRIUMPH – LS PLUS ROVER AND JAVAD TRIUMPH-3 BASE STATION
- 0 100' STEEL TAPE



STAN FOLSOM RPLS 2284  
FOLSOM SURVEYING LLC  
COA LSF000218  
1309 EDGEWOOD DRIVE  
VALDOSTA, GA. 31601  
229-244-2920

SURVEY DATE  
COMPLETED:  
24 APRIL 2023  
PLAT DATE:  
24 APRIL 2023  
SHEET: 1 OF 1



Twin Lakes Road TSPLOST Project  
Detailed Schedule re: Acquisitions of Parcels  
List of Parcels for 12/09/25 BoC Meeting

[illegible]

LOWNDES COUNTY BOARD OF COMMISSIONERS  
COMMISSION AGENDA ITEM

SUBJECT: PI 0016280 Twin Lakes Road Right of Way Purchases for  
Parcels 2, 6, and 10

DATE OF MEETING: December 9, 2025

Work  
Session/Regular  
Session

BUDGET IMPACT: \$6,008.00

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: Twin Lakes Road Right of Way Purchases

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HISTORY, FACTS AND ISSUES: Staff has negotiated purchase of the Right of Way for Parcels 2, 6, and 10 for the Twin Lakes Road TSPLOST project. The attached Purchase Agreement identifies the property, the grantor, and the purchase price and other consideration regarding gates, fencing, trees, access to water, and CUVA application fees for all three parcels. Lowndes County is purchasing 1.612 acres from L. Warren Turner, Jr. The purchase price is \$6,008.00.

OPTIONS: 1. Approve the acquisitions and Purchase Agreement for Twin Lakes Road from the listed grantors of the identified properties for the purchase price and other consideration, as set forth in the attached Purchase Agreement.

2. Redirect.

RECOMMENDED ACTION: Option 1

DEPARTMENT: Engineering

DEPARTMENT HEAD: Chad McLeod

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

GA DOT Project: Twin Lakes Road  
Tax Parcel ID No(s): 0170 076, 0195 031, and 0195 032C

### **AGREEMENT TO PURCHASE REAL PROPERTY**

THIS AGREEMENT TO PURCHASE REAL PROPERTY (this "Agreement") is made and entered into effective as of the 9th day of December, 2025 (the "Agreement Date"), by and between L. WARREN TURNER, JR., an individual resident of the State of Georgia ("Turner"), and LOWNDES COUNTY, GEORGIA, a political subdivision of the State of Georgia ("Lowndes County") (individually a "Party" and collectively the "Parties").

NOW, THEREFORE, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00), the receipt and sufficiency of which are hereby acknowledged, and subject to the terms and conditions set forth below, Turner agrees to grant, sell, and convey to Lowndes County those certain tracts or parcels of land located in Land Lot 63 of the 16<sup>th</sup> Land District of Lowndes County, Georgia, and being more particularly described on Exhibit A attached hereto and made a part hereof by reference (collectively, the "Property") in order to add to the right of way (the "Right of Way") of Twin Lakes Road (the "Road") for the purpose of paving the Road (the "Project").

1. **Purchase Price; Conveyance.** Lowndes County shall pay Turner the sum of \$6,008.00 in cash or other immediately available funds for the Property, which sum shall be paid at closing, the date and time of which will be determined by mutual agreement of the Parties, but in no event later than December 19, 2025. Turner agrees to execute and deliver to Lowndes County at closing Right of Way Deeds in the form attached hereto as Exhibit B.

2. **Additional Terms and Conditions.**

a. **Gates:** As of the Agreement Date, Turner has two existing gates located within the Property. Both gates will be removed by Lowndes County during construction of the Project. Upon completion or during construction of the Project, the two gates will be reinstalled by Lowndes County at its sole expense, with such gates being reinstalled on property of Turner in close proximity to each such gate's previous location. The exact location of the reinstalled gates is still to be determined, but it is agreed by the Parties that (a) the gates will be reinstalled in a recessed position of sufficient distance from the Right of Way to allow a vehicle pulling a standard sized trailer to turn into Turner's property at the gate without any portion of the vehicle or trailer remaining in the Road while the gate is being opened and (b) notice will be given to Turner prior to reinstallation of the gates so that he can provide input as to their positioning.

b. **Fencing; Interior Pathway:**

i. **Replacement of Existing Fence:** Turner has existing fencing within the Property that will have to be removed. Lowndes County will pay the cost of replacing such fencing with

new fencing of equivalent materials and quality to be located outside of and parallel to the Right of Way. To facilitate that payment, Turner will obtain a quote from either Sims Fence Company or Dixie Fence Company for the required work, and Lowndes County will either pay the amount of such quote to the applicable fence company directly, or, if Turner elects to pay the fence company himself, Lowndes County will reimburse Turner for such expense.

- ii. Clearing of Interior Pathway: In connection with the installation of the new fencing referenced above, Lowndes County agrees, at its expense, to clear a pathway along the northern side of such replacement fencing by removing trees, brush, and other natural growth. Said pathway will be of equivalent width to the pathway that Turner currently maintains on the interior side of his existing fencing. Turner will be solely responsible for the maintenance of said pathway after its initial clearing by Lowndes County.
- c. Removal of Trees: It is understood and agreed that any tree with all or any portion of the base of the tree trunk within the Right of Way will be removed as part of the Project.
- d. Planting New Trees: Lowndes County agrees that within one year of completion of the Project it will at its sole expense plant four trees of a size and variety to be determined by Lowndes County in a location or locations within the boundaries of Lowndes County, Georgia, to be determined by Lowndes County.
- e. Access to Water: Lowndes County will install a total of three water taps on Turner's real property along Twin Lakes Road, with one tap being installed in each of the three tax parcels affected by the Project, to wit: tax parcel 0170 076, tax parcel 0195 031, and tax parcel 0195 032C (collectively the "Three Tax Parcels").
- f. Fee to File Application to Reapply for CUVA: Lowndes County shall reimburse Turner the fee incurred to file with the Clerk of the Superior Court an application to reapply for the Conservation Use Valuation Assessment ("CUVA") on the Three Tax Parcels as a result of the sale of the Property by Turner to Lowndes County.

3. Temporary Construction Easement. Turner hereby grants to Lowndes County a temporary construction easement over and across other lands of Turner adjacent to the Right of Way to the extent such easement is reasonably necessary or convenient for Lowndes County to discharge its obligations under Section 2 above.

4. Representations and Warranties of Turner. Turner represents and warrants to Lowndes County that Turner has the right, power, and authority to enter into this Agreement and to grant, sell, and convey the Property to Lowndes County in accordance with the terms hereof and that no other person or entity holds an interest of any kind in the Property. It is the express intention of the



Parties that this Section 5 shall survive the consummation of this transaction and the completion of all work contemplated hereby.

**5. Miscellaneous.** This Agreement supersedes all prior discussions and agreements between the Parties with respect to the Property and all other matters contained herein, and it constitutes the sole and entire agreement between the Parties with respect thereto. This Agreement may not be modified or amended unless such amendment is set forth in writing and signed by both Parties. This Agreement shall apply to, inure to the benefit of, and be binding upon and enforceable against Turner and Lowndes County and their respective heirs, administrators, successors, and assigns to the same extent as if specified at length throughout this Agreement. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument. A facsimile or PDF signature may be relied upon as an original. Time is of the essence of this Agreement. This Agreement shall be governed by and construed according with the laws of the State of Georgia, without regard for the choice of law or conflict of law provisions thereof. Any legal action to enforce the terms of this Agreement or otherwise arising out of this Agreement is to be brought in the Superior Court of Lowndes County, Georgia, and each of the Parties consent to the exclusive jurisdiction and venue of such court. No provision of this Agreement shall be construed by any court or other judicial authority against either Party by reason of such Party being deemed to have drafted or structured such provision.

It is so agreed.

Lowndes County, Georgia (SEAL)

By: \_\_\_\_\_  
Bill Slaughter, Chairman

Attest: \_\_\_\_\_  
Belinda C. Lovern, Clerk

 (SEAL)  
L. Warren Turner, Jr.



**EXHIBIT A**

**LEGAL DESCRIPTION**

**ROW PARCEL No. 2**

**TRACT 1**

LAND LOT 63 – 16<sup>TH</sup> LAND DISTRICT, LOWNDES COUNTY, GEORGIA

BEGINNING AT A POINT 30.00' RIGHT OF AND OPPOSITE STATION 10+90.19 ON THE CENTERLINE OF C.R. #390 (TWIN LAKES ROAD) BETWEEN LOCH LAUREL ROAD AND THE GEORGIA SOUTHERN AND FLORIDA RAILROAD; THENCE NORTH 02 DEGREES 31 MINUTES 55 SECONDS WEST A DISTANCE OF 60.07 FEET TO A POINT; THENCE SOUTH 89 DEGREES 49 MINUTES 26 SECONDS EAST A DISTANCE OF 545.00 FEET TO A POINT; THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 28.16 FEET, WITH A RADIUS OF 2530.00 FEET, WITH A CHORD BEARING OF SOUTH 89 DEGREES 30 MINUTES 18 SECONDS EAST, WITH A CHORD LENGTH OF 28.16 FEET TO A POINT; THENCE SOUTH 00 DEGREES 06 MINUTES 38 SECONDS WEST A DISTANCE OF 59.79 FEET TO AN IRON ROD; THENCE NORTH 89 DEGREES 50 MINUTES 43 SECONDS WEST A DISTANCE OF 137.70 FEET TO A POINT; THENCE NORTH 89 DEGREES 49 MINUTES 26 SECONDS WEST A DISTANCE OF 432.69 FEET TO THE POINT OF BEGINNING; AREA OF SAID DESCRIBED TRACT OF LAND CONTAINING 0.787 ACRES (34,302 SQUARE FEET).

**TRACT 2**

LAND LOT 63 – 16<sup>TH</sup> LAND DISTRICT, LOWNDES COUNTY, GEORGIA

BEGINNING AT A POINT 13.33 FEET LEFT OF AND OPPOSITE STATION 28+82.60 ON THE CENTERLINE OF C.R. #390 (TWIN LAKES ROAD) BETWEEN LOCH LAUREL ROAD AND THE GEORGIA SOUTHERN AND FLORIDA RAILROAD; THENCE NORTH 13 DEGREES 57 MINUTES 17 SECONDS EAST A DISTANCE OF 17.17 FEET TO A POINT; THENCE SOUTH 89 DEGREES 52 MINUTES 35 SECONDS EAST A DISTANCE OF 669.02 FEET TO A POINT; THENCE SOUTH 01 DEGREES 49 MINUTES 43 SECONDS EAST A DISTANCE OF 17.05 FEET TO A 1/2" CONCRETE REINFORCING ROD; THENCE NORTH 89 DEGREES 50 MINUTES 43 SECONDS WEST A DISTANCE OF 673.70 FEET TO THE POINT OF BEGINNING, SAID DESCRIBED TRACT OF LAND CONTAINING 0.260 ACRES (11,314 SQUARE FEET).

**ROW PARCEL No. 6**

BEGINNING AT A POINT MARKED BY A 1/2" CONCRETE REINFORCING ROD 12.97 FEET LEFT OF AND OPPOSITE STATION 35+56.30 ON THE CENTERLINE OF C.R. #390 (TWIN LAKES ROAD) BETWEEN LOCH LAUREL ROAD AND THE GEORGIA SOUTHERN AND FLORIDA RAILROAD; THENCE NORTH 01 DEGREES 49 MINUTES 43 SECONDS WEST A DISTANCE OF 17.05 FEET TO A POINT; THENCE SOUTH 89

DEGREES 52 MINUTES 35 SECONDS EAST A DISTANCE OF 1196.57 FEET TO A POINT; THENCE SOUTH 00 DEGREES 18 MINUTES 04 SECONDS EAST A DISTANCE OF 17.69 FEET TO A POINT; THENCE NORTH 89 DEGREES 50 MINUTES 43 SECONDS WEST A DISTANCE OF 1196.12 FEET TO A 1/2" CONCRETE REINFORCING ROD AND THE POINT OF BEGINNING, SAID DESCRIBED TRACT OF LAND CONTAINING 0.477 ACRES (20,770 SQUARE FEET).

ROW PARCEL No. 10

BEGINNING AT A 3"X3" CONCRETE MARKER 10.36 FEET LEFT OF AND OPPOSITE STATION 56+56.19 ON THE CENTERLINE OF C.R. #390 (TWIN LAKES ROAD) BETWEEN LOCH LAUREL ROAD AND THE GEORGIA SOUTHERN AND FLORIDA RAILROAD; THENCE NORTH 00 DEGREES 17 MINUTES 11 SECONDS WEST A DISTANCE OF 19.64 FEET TO A POINT; THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 23.92 FEET, WITH A RADIUS OF 2530.00 FEET, WITH A CHORD BEARING OF SOUTH 89 DEGREES 57 MINUTES 55 SECONDS EAST, WITH A CHORD LENGTH OF 23.92 FEET TO A POINT; THENCE SOUTH 89 DEGREES 41 MINUTES 40 SECONDS EAST A DISTANCE OF 227.18 FEET TO A POINT; THENCE SOUTH 00 DEGREES 08 MINUTES 09 SECONDS WEST A DISTANCE OF 11.46 FEET TO A POINT; THENCE SOUTH 88 DEGREES 37 MINUTES 26 SECONDS WEST A DISTANCE OF 190.86 FEET TO A POINT; THENCE SOUTH 87 DEGREES 44 MINUTES 27 SECONDS WEST A DISTANCE OF 60.22 FEET TO A 3"X3" CONCRETE MARKER AND THE POINT OF BEGINNING; SAID DESCRIBED TRACT OF LAND CONTAINING 0.088 ACRES (3,829 SQUARE FEET).

*fw*

**EXHIBIT B**

**RIGHT OF WAY DEEDS**

[Attached]

A handwritten signature in blue ink, located in the bottom right corner of the page. The signature is stylized and appears to be a first name followed by a last name, though the specific characters are not clearly legible.

**Return Recorded Document To:**

Elliott Blackburn PC  
3016 N. Patterson Street  
Valdosta, Georgia 31602  
Attn: James R. Miller

STATE OF GEORGIA  
COUNTY OF LOWNDES

**RIGHT-OF-WAY DEED**

THIS INDENTURE is made this 3 day of December, 2025, by **L. WARREN TURNER, JR.**, as party of the first part ("Grantor"), in favor of **LOWNDES COUNTY, GEORGIA**, a political subdivision of the State of Georgia, as party of the second part ("Grantee").

**WITNESSETH**

FOR AND IN CONSIDERATION of the sum of TEN and NO/100's DOLLARS (\$10.00) in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant, bargain, sell, and convey to Grantee all of Grantor's interest in and to those certain tracts or parcels of land described on Exhibit A attached hereto and made a part hereof, which tracts or parcels of land are further shown and depicted on the maps or plats of survey attached hereto as Exhibit B and made a part hereof.

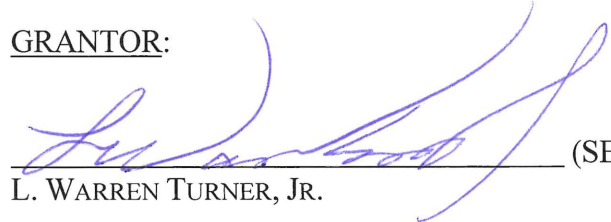
TOGETHER WITH all the rights, members, and appurtenances to the above-described premises in anywise appertaining or belonging.

TO HAVE AND TO HOLD said tract or parcel of land in FEE SIMPLE so that neither Grantor nor his heirs, executors, administrators, successors, assignees, or any other person claiming through or under him shall at any time claim or demand any right, title, or interest to the aforesaid described premises or its appurtenances.

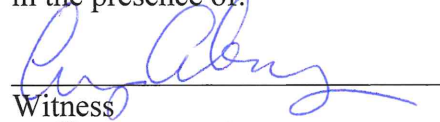
The undersigned Grantor hereby represents and warrants to Grantee, together with its successors and assigns, that Grantor has the right to sell and convey the lands of the undersigned Grantor herein transferred, and Grantor covenants to the undersigned Grantee that Grantor shall forever defend the right and title of Grantee, its successors and assigns, to the subject property against the lawful claims of all persons claiming by, through, or under Grantor.

IN WITNESS WHEREOF, Grantor has hereunto set his hand and seal as of the day first above written.

GRANTOR:

  
\_\_\_\_\_  
L. WARREN TURNER, JR. (SEAL)

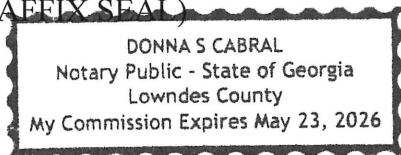
Signed, sealed and delivered  
in the presence of:

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
Notary Public

My commission expires: 5-23-2026

(AFFIX SEAL)



Twin Lakes Road Project  
ROW Parcel No. 2



**EXHIBIT A TO RIGHT OF WAY DEED**

**LEGAL DESCRIPTION**

**TRACT 1**

LAND LOT 63 – 16<sup>TH</sup> LAND DISTRICT, LOWNDES COUNTY, GEORGIA

BEGINNING AT A POINT 30.00' RIGHT OF AND OPPOSITE STATION 10+90.19 ON THE CENTERLINE OF C.R. #390 (TWIN LAKES ROAD) BETWEEN LOCH LAUREL ROAD AND THE GEORGIA SOUTHERN AND FLORIDA RAILROAD; THENCE NORTH 02 DEGREES 31 MINUTES 55 SECONDS WEST A DISTANCE OF 60.07 FEET TO A POINT; THENCE SOUTH 89 DEGREES 49 MINUTES 26 SECONDS EAST A DISTANCE OF 545.00 FEET TO A POINT; THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 28.16 FEET, WITH A RADIUS OF 2530.00 FEET, WITH A CHORD BEARING OF SOUTH 89 DEGREES 30 MINUTES 18 SECONDS EAST, WITH A CHORD LENGTH OF 28.16 FEET TO A POINT; THENCE SOUTH 00 DEGREES 06 MINUTES 38 SECONDS WEST A DISTANCE OF 59.79 FEET TO AN IRON ROD; THENCE NORTH 89 DEGREES 50 MINUTES 43 SECONDS WEST A DISTANCE OF 137.70 FEET TO A POINT; THENCE NORTH 89 DEGREES 49 MINUTES 26 SECONDS WEST A DISTANCE OF 432.69 FEET TO THE POINT OF BEGINNING; AREA OF SAID DESCRIBED TRACT OF LAND CONTAINING 0.787 ACRES (34,302 SQUARE FEET).

**TRACT 2**

LAND LOT 63 – 16<sup>TH</sup> LAND DISTRICT, LOWNDES COUNTY, GEORGIA

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In further aid of description, it is stated that the above-described tracts or parcels of land constitute a portion of existing tax parcel 0170 076 according to the present designations of the Lowndes County Tax Assessor.

Twin Lakes Road Project  
ROW Parcel No. 2

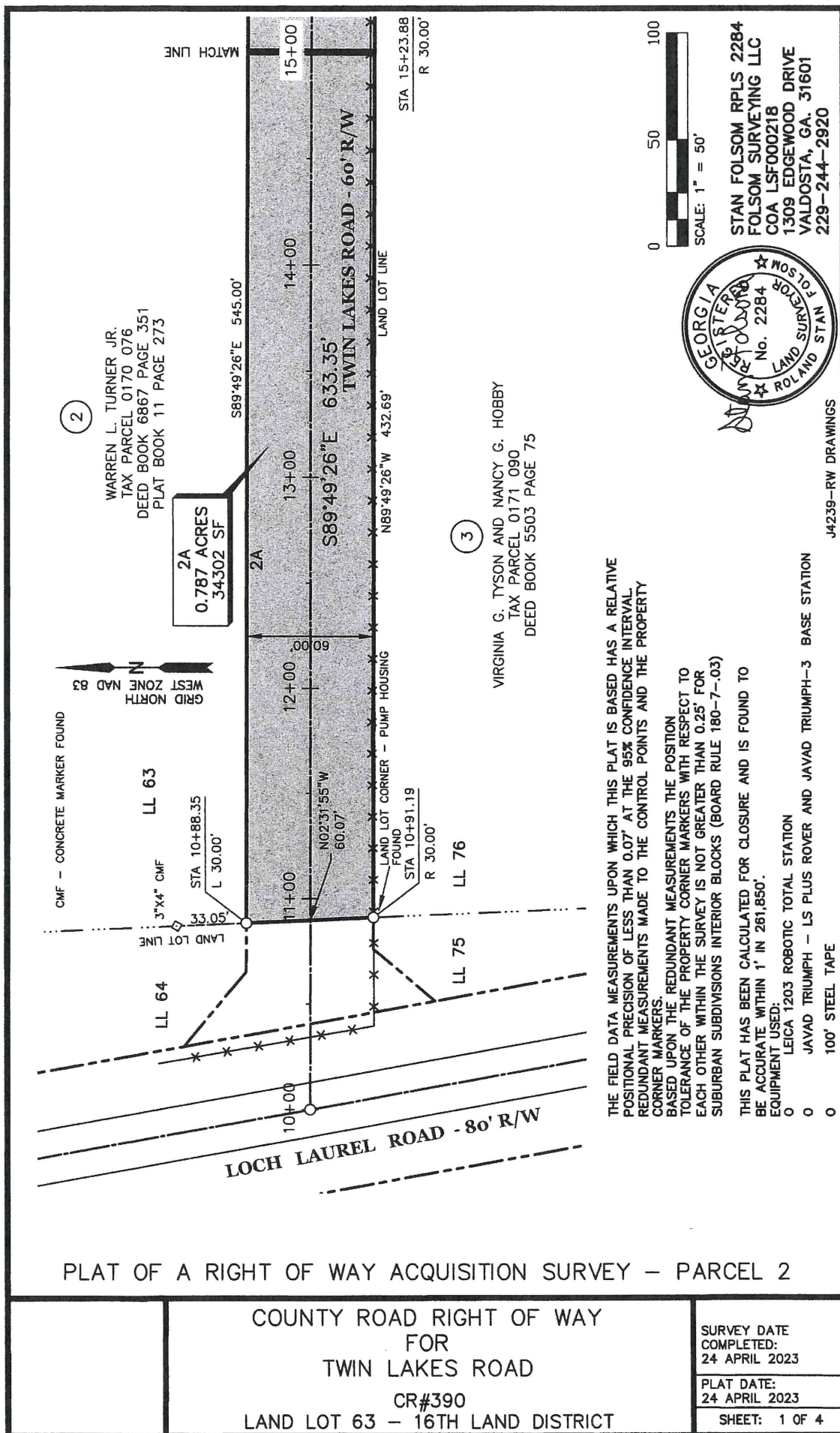
**EXHIBIT B TO RIGHT OF WAY DEED**

**PLATS OF RIGHT OF WAY AREAS**

[Attached]

Twin Lakes Road Project  
ROW Parcel No. 2





# PLAT OF A RIGHT OF WAY ACQUISITION SURVEY - PARCEL 2

COUNTY ROAD RIGHT OF WAY  
FOR  
TWIN LAKES ROAD  
CR#390  
LAND LOT 63 - 16TH LAND DISTRICT

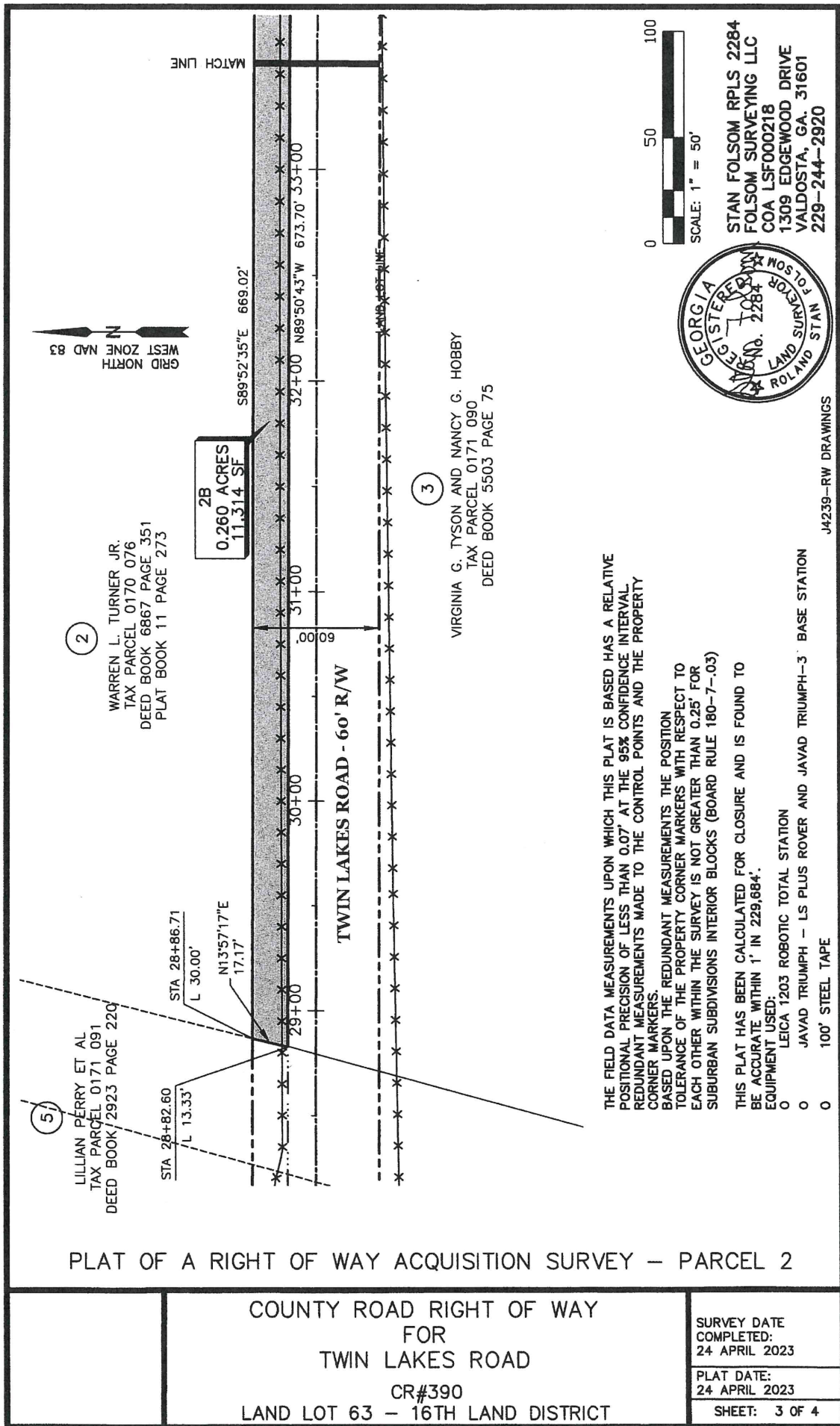
SURVEY DATE  
COMPLETED:  
24 APRIL 2023

PLAT DATE:  
24 APRIL 2023

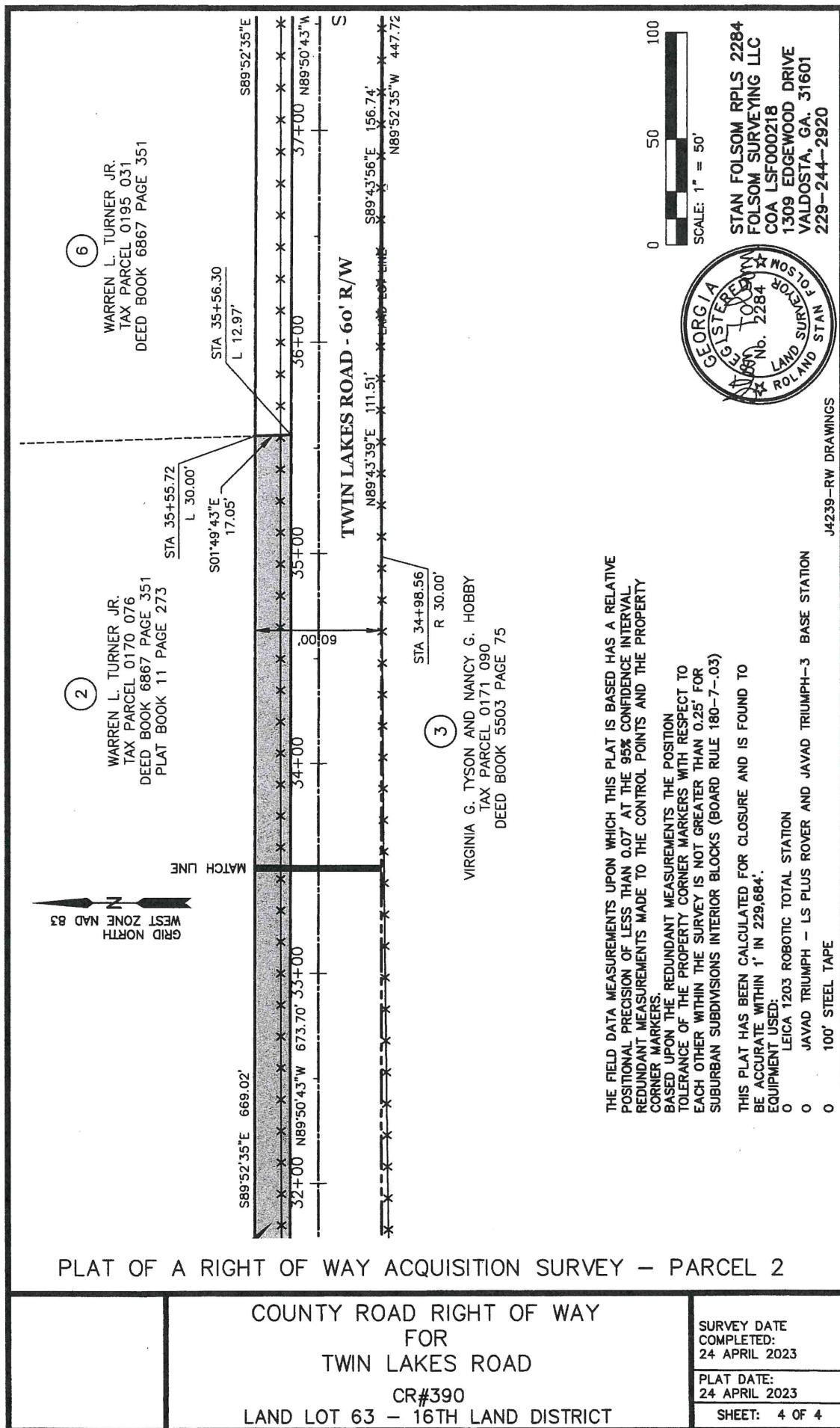
SHEET: 1 OF 4











**Return Recorded Document To:**

Elliott Blackburn PC  
3016 N. Patterson Street  
Valdosta, Georgia 31602  
Attn: James R. Miller

STATE OF GEORGIA  
COUNTY OF LOWNDES

**RIGHT-OF-WAY DEED**

THIS INDENTURE is made this 3 day of December, 2025, by **L. WARREN TURNER, JR.**, as party of the first part ("Grantor"), in favor of **LOWNDES COUNTY, GEORGIA**, a political subdivision of the State of Georgia, as party of the second part ("Grantee").

**WITNESSETH**

FOR AND IN CONSIDERATION of the sum of TEN and NO/100's DOLLARS (\$10.00) in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant, bargain, sell, and convey to Grantee all of Grantor's interest in and to that certain tract or parcel of land described on Exhibit A attached hereto and made a part hereof, which tract or parcel of land is further shown and depicted on the map or plats of survey attached hereto as Exhibit B and made a part hereof.

TOGETHER WITH all the rights, members, and appurtenances to the above-described premises in anywise appertaining or belonging.

TO HAVE AND TO HOLD said tract or parcel of land in FEE SIMPLE so that neither Grantor nor his heirs, executors, administrators, successors, assignees, or any other person claiming through or under him shall at any time claim or demand any right, title, or interest to the aforesaid described premises or its appurtenances.

The undersigned Grantor hereby represents and warrants to Grantee, together with its successors and assigns, that Grantor has the right to sell and convey the lands of the undersigned Grantor herein transferred, and Grantor covenants to the undersigned Grantee that Grantor shall forever defend the right and title of Grantee, its successors and assigns, to the subject property against the lawful claims of all persons claiming by, through, or under Grantor.

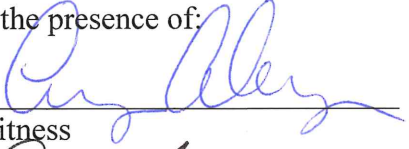
IN WITNESS WHEREOF, Grantor has hereunto set his hand and seal as of the day first above written.


GRANTOR:

  
\_\_\_\_\_  
L. WARREN TURNER, JR.

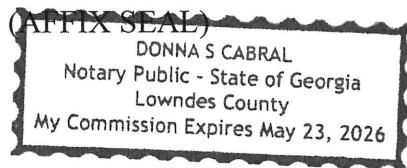
(SEAL)

Signed, sealed and delivered  
in the presence of:

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
Notary Public

My commission expires: 5-23-2026



Twin Lakes Road Project  
ROW Parcel No. 6

**EXHIBIT A TO RIGHT OF WAY DEED**

**LEGAL DESCRIPTION**

LAND LOT 63 – 16<sup>TH</sup> LAND DISTRICT, LOWNDES COUNTY, GEORGIA

BEGINNING AT A POINT MARKED BY A 1/2" CONCRETE REINFORCING ROD 12.97 FEET LEFT OF AND OPPOSITE STATION 35+56.30 ON THE CENTERLINE OF C.R. #390 (TWIN LAKES ROAD) BETWEEN LOCH LAUREL ROAD AND THE GEORGIA SOUTHERN AND FLORIDA RAILROAD; THENCE NORTH 01 DEGREES 49 MINUTES 43 SECONDS WEST A DISTANCE OF 17.05 FEET TO A POINT; THENCE SOUTH 89 DEGREES 52 MINUTES 35 SECONDS EAST A DISTANCE OF 1196.57 FEET TO A POINT; THENCE SOUTH 00 DEGREES 18 MINUTES 04 SECONDS EAST A DISTANCE OF 17.69 FEET TO A POINT; THENCE NORTH 89 DEGREES 50 MINUTES 43 SECONDS WEST A DISTANCE OF 1196.12 FEET TO A 1/2" CONCRETE REINFORCING ROD AND THE POINT OF BEGINNING, SAID DESCRIBED TRACT OF LAND CONTAINING 0.477 ACRES (20,770 SQUARE FEET).

In further aid of description, it is stated that the above-described tract or parcel of land constitutes a portion of existing tax parcel 0195 031 according to the present designations of the Lowndes County Tax Assessor.

Twin Lakes Road Project  
ROW Parcel No. 6



**EXHIBIT B TO RIGHT OF WAY DEED**

**PLATS OF RIGHT OF WAY AREAS**

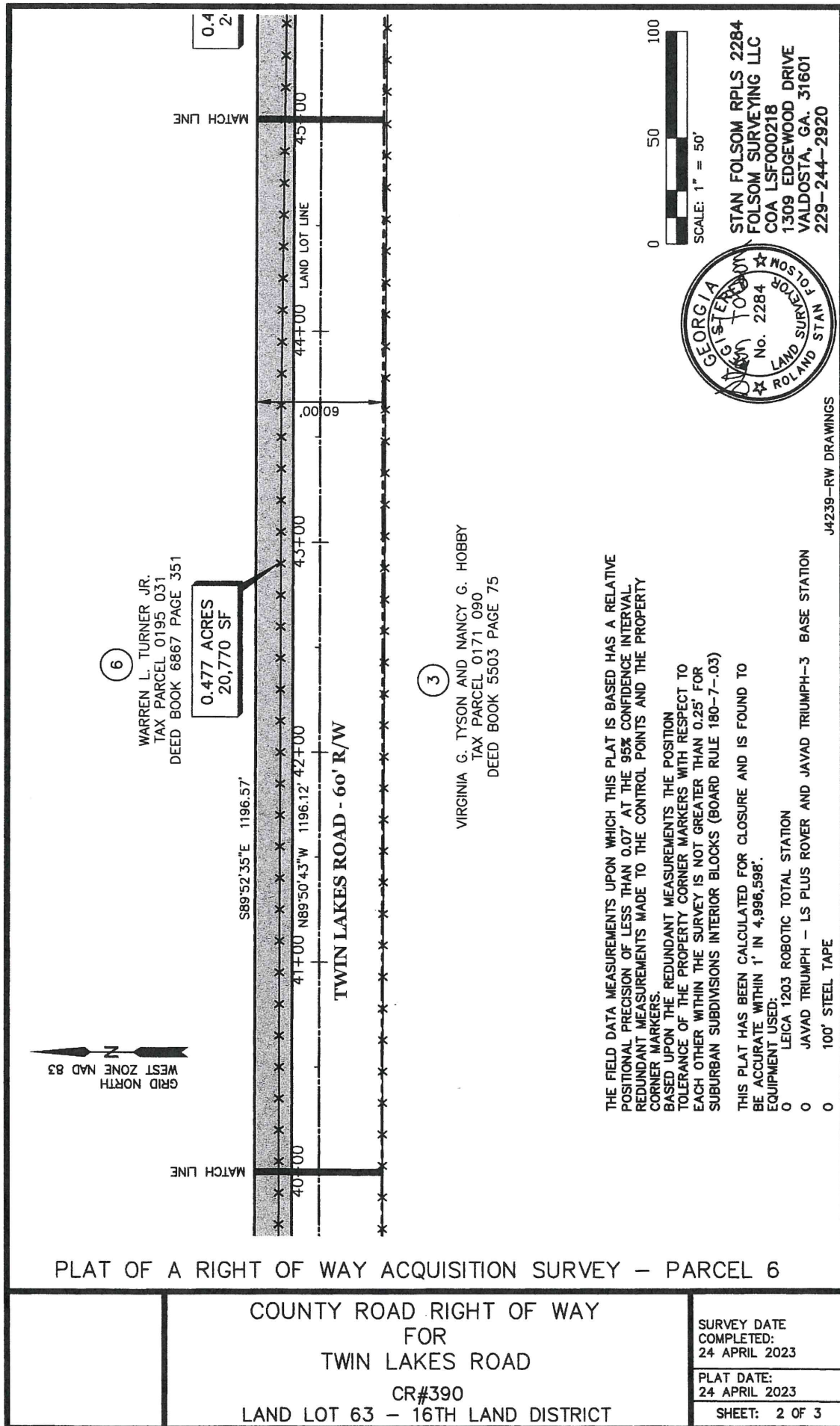
[Attached]

Twin Lakes Road Project  
ROW Parcel No. 6









*Handwritten signature*



(6)  
WARREN L. TURNER JR.  
TAX PARCEL 0195 031  
DEED BOOK 6867 PAGE 351

0.477 ACRES  
20,770 SF

MATCH LINE

STA 47+52.29  
L 30.00'

S00°18'04"E  
17.69'

S89°52'35"E 1196.57'

N89°50'43"W 1196.12'

45+00

44+00

46+00

47+00

48+00

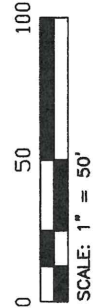
49+00

TWIN LAKES ROAD - 60' R/W

(3)  
VIRGINIA G. TYSON AND NANCY G. HOBBY  
TAX PARCEL 0171 090  
DEED BOOK 5503 PAGE 75

THE FIELD DATA MEASUREMENTS UPON WHICH THIS PLAT IS BASED HAS A RELATIVE POSITIONAL PRECISION OF LESS THAN 0.07" AT THE 95% CONFIDENCE INTERVAL. REDUNDANT MEASUREMENTS MADE TO THE CONTROL POINTS AND THE PROPERTY CORNER MARKERS. BASED UPON THE REDUNDANT MEASUREMENTS THE POSITION TOLERANCE OF THE PROPERTY CORNER MARKERS WITH RESPECT TO EACH OTHER WITHIN THE SURVEY IS NOT GREATER THAN 0.25' FOR SUBURBAN SUBDIVISIONS INTERIOR BLOCKS (BOARD RULE 180-7-.03)

THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN 1" IN 4,996,596".  
EQUIPMENT USED:  
O LEICA 1203 ROBOTIC TOTAL STATION  
O JAVAD TRIUMPH - LS PLUS ROVER AND JAVAD TRIUMPH-3 BASE STATION  
O 100' STEEL TAPE



STAN FOLSOM RPLS 2284  
FOLSOM SURVEYING LLC  
COA LSF000218  
1309 EDGEWOOD DRIVE  
VALDOSTA, GA. 31601  
229-244-2920

J4239-RW DRAWINGS

PLAT OF A RIGHT OF WAY ACQUISITION SURVEY - PARCEL 6

COUNTY ROAD RIGHT OF WAY  
FOR  
TWIN LAKES ROAD  
CR#390  
LAND LOT 63 - 16TH LAND DISTRICT

SURVEY DATE  
COMPLETED:  
24 APRIL 2023  
PLAT DATE:  
24 APRIL 2023  
SHEET: 3 OF 3



**Return Recorded Document To:**

Elliott Blackburn PC  
3016 N. Patterson Street  
Valdosta, Georgia 31602  
Attn: James R. Miller

STATE OF GEORGIA  
COUNTY OF LOWNDES

**RIGHT-OF-WAY DEED**

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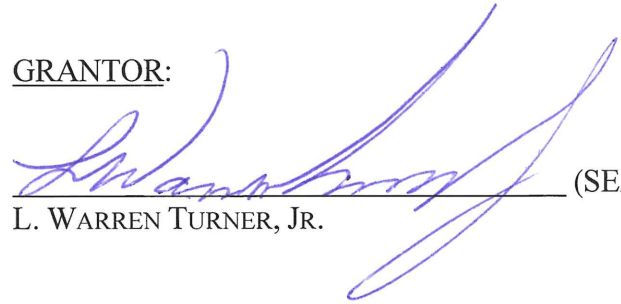
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TO HAVE AND TO HOLD said tract or parcel of land in FEE SIMPLE so that neither Grantor nor his heirs, executors, administrators, successors, assignees, or any other person claiming through or under him shall at any time claim or demand any right, title, or interest to the aforesaid described premises or its appurtenances.

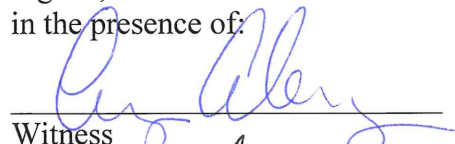
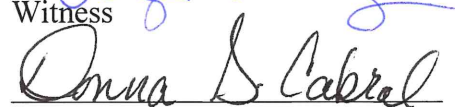
The undersigned Grantor hereby represents and warrants to Grantee, together with its successors and assigns, that Grantor has the right to sell and convey the lands of the undersigned Grantor herein transferred, and Grantor covenants to the undersigned Grantee that Grantor shall forever defend the right and title of Grantee, its successors and assigns, to the subject property against the lawful claims of all persons claiming by, through, or under Grantor.

IN WITNESS WHEREOF, Grantor has hereunto set his hand and seal as of the day first above written.

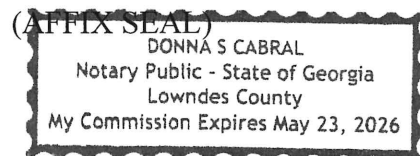
GRANTOR:

 (SEAL)  
L. WARREN TURNER, JR.

Signed, sealed and delivered  
in the presence of:

  
Witness  
  
Notary Public

My commission expires: 5-23-2026



Twin Lakes Road Project  
ROW Parcel No. 10



**EXHIBIT A TO RIGHT OF WAY DEED**

**LEGAL DESCRIPTION**

LAND LOT 63 – 16<sup>TH</sup> LAND DISTRICT, LOWNDES COUNTY, GEORGIA

BEGINNING AT A 3"X3" CONCRETE MARKER 10.36 FEET LEFT OF AND OPPOSITE STATION 56+56.19 ON THE CENTERLINE OF C.R. #390 (TWIN LAKES ROAD) BETWEEN LOCH LAUREL ROAD AND THE GEORGIA SOUTHERN AND FLORIDA RAILROAD; THENCE NORTH 00 DEGREES 17 MINUTES 11 SECONDS WEST A DISTANCE OF 19.64 FEET TO A POINT; THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 23.92 FEET, WITH A RADIUS OF 2530.00 FEET, WITH A CHORD BEARING OF SOUTH 89 DEGREES 57 MINUTES 55 SECONDS EAST, WITH A CHORD LENGTH OF 23.92 FEET TO A POINT; THENCE SOUTH 89 DEGREES 41 MINUTES 40 SECONDS EAST A DISTANCE OF 227.18 FEET TO A POINT; THENCE SOUTH 00 DEGREES 08 MINUTES 09 SECONDS WEST A DISTANCE OF 11.46 FEET TO A POINT; THENCE SOUTH 88 DEGREES 37 MINUTES 26 SECONDS WEST A DISTANCE OF 190.86 FEET TO A POINT; THENCE SOUTH 87 DEGREES 44 MINUTES 27 SECONDS WEST A DISTANCE OF 60.22 FEET TO A 3"X3" CONCRETE MARKER AND THE POINT OF BEGINNING; SAID DESCRIBED TRACT OF LAND CONTAINING 0.088 ACRES (3,829 SQUARE FEET).

In further aid of description, it is stated that the above-described tract or parcel of land constitutes a portion of existing tax parcel 0195 032C according to the present designations of the Lowndes County Tax Assessor.

Twin Lakes Road Project  
ROW Parcel No. 10



**EXHIBIT B TO RIGHT OF WAY DEED**

**PLAT OF RIGHT OF WAY AREA**

[Attached]

Twin Lakes Road Project  
ROW Parcel No. 10

*Just*



LOWNDES COUNTY BOARD OF COMMISSIONERS  
COMMISSION AGENDA ITEM

SUBJECT: Transportation Investment Act (TIA) Local Delivery  
Application for Hickory Grove Road Shoulder Widening and Skipper  
Bridge Road Shoulder Widening

DATE OF MEETING: December 9, 2025

Work  
Session/Regular  
Session

BUDGET IMPACT: N/A

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: TIA Local Delivery Application - Hickory Grove Rd &  
Skipper Bridge Rd

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HISTORY, FACTS AND ISSUES: Hickory Grove Road Shoulder Widening and Skipper Bridge Road Shoulder Widening are on the TIA II list to bid in July 2026. The Local Delivery Application starts the process by allowing Lowndes County to manage the project at the local government level. If approved, the Georgia Department of Transportation (GDOT) will send an approval letter and agreement to be approved by the Lowndes County Board of Commissioners. The project will include a 2' widening on each side of the road, resurfacing, new signage, audible edge rumble strips, and drainage structure improvement, if required. The Hickory Grove Road project will begin at US Hwy 41 and end at the Echols County/Lowndes County line. The Skipper Bridge Road project will begin near Bemiss Road and end at Hwy 122.

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

RECOMMENDED ACTION: Option 1

DEPARTMENT: Engineering

DEPARTMENT HEAD: Chad McLeod

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:



## Transportation Investment Act (TIA) Local Project Delivery Application

Section I – Local Government Applicant Information		
Applicant		Main Contact
Contact Title	Phone Number	
Local Government Email address		
Contact Address		
Address Line 2		
City	State	Zip Code

Section II – Project Information			
County	City	Congressional District	GDOT District
Regional Commission		MPO Region (if applicable)	
Regional Commission ID Number/ PI Number/ and Project Name			
<input type="checkbox"/> Local Government is LAP Certified			



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

Preliminary Engineering (PE)

Right of Way (ROW)

Utilities (UTL)

Construction (CST)

### **Section III–Method of Delivery**

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

--

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

Project Name:

--

Project Description:

--

Construction Let Date:

--

Construction Completion Date:

--

Initial Cost Estimate:

--

Final Completed Cost:

--

Project Name:

Project Description:

Construction Let Date:

Construction Completion Date:

Initial Cost Estimate:

Final Completed Cost:

Is the Project on the State Route System or does it tie to a State Route?

Procedures in place or that will be in place for regular reporting to GDOT of Project scope, schedule, and budgets.

The Local Government's procedures in place for contract payment validation.

The Local Government's conflict of interest policy.

Complete the information below and submit to:

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

---

I hereby certify that I am a principle and duly authorized representative of

\_\_\_\_\_, Georgia, whose address is \_\_\_\_\_,  
\_\_\_\_\_, GA \_\_\_\_\_.

LOCAL GOVERNMENT:

\_\_\_\_\_ (Signature)

\_\_\_\_\_ (Title)

\_\_\_\_\_ (Date)

LOWNDES COUNTY BOARD OF COMMISSIONERS  
COMMISSION AGENDA ITEM

SUBJECT: Transportation Investment Act (TIA) Local Delivery  
Application for Val Del Road Widening

DATE OF MEETING: December 9, 2025

Work  
Session/Regular  
Session

BUDGET IMPACT: N/A

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: TIA Local Delivery Application - Val Del Road Widening

HISTORY, FACTS AND ISSUES: Val Del Road Widening is on the TIA II list to bid in January 2030. The Local Delivery Application starts the process by allowing Lowndes County to manage the project at the local government level. If approved, the Georgia Department of Transportation (GDOT) will send an approval letter and agreement to be approved by the Lowndes County Board of Commissioners. Staff has already started preliminary programming and traffic studies to help determine the final typical section. The project will begin at North Valdosta Road and end at McMillian Road with the widening, and the remaining portion being resurfaced.

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

RECOMMENDED ACTION: Option 1

DEPARTMENT: Engineering

DEPARTMENT HEAD: Chad McLeod

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:



## Transportation Investment Act (TIA) Local Project Delivery Application

Section I – Local Government Applicant Information		
Applicant		Main Contact
Contact Title	Phone Number	
Local Government Email address		
Contact Address		
Address Line 2		
City	State	Zip Code

Section II – Project Information			
County	City	Congressional District	GDOT District
Regional Commission		MPO Region (if applicable)	
Regional Commission ID Number/ PI Number/ and Project Name			
<input type="checkbox"/> Local Government is LAP Certified			



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

Preliminary Engineering (PE)

Right of Way (ROW)

Utilities (UTL)

Construction (CST)

### **Section III–Method of Delivery**

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

--

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

Project Name:

--

Project Description:

--

Construction Let Date:

--

Construction Completion Date:

--

Initial Cost Estimate:

--

Final Completed Cost:

--

Project Name:

Project Description:

Construction Let Date:

Construction Completion Date:

Initial Cost Estimate:

Final Completed Cost:

Is the Project on the State Route System or does it tie to a State Route?

Procedures in place or that will be in place for regular reporting to GDOT of Project scope, schedule, and budgets.

The Local Government's procedures in place for contract payment validation.

The Local Government's conflict of interest policy.

Complete the information below and submit to:

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

---

I hereby certify that I am a principle and duly authorized representative of

\_\_\_\_\_, Georgia, whose address is \_\_\_\_\_,  
\_\_\_\_\_, GA \_\_\_\_\_.

LOCAL GOVERNMENT:

\_\_\_\_\_ (Signature)

\_\_\_\_\_ (Title)

\_\_\_\_\_ (Date)

LOWNDES COUNTY BOARD OF COMMISSIONERS  
COMMISSION AGENDA ITEM

SUBJECT: Design-Build Contract for Lowndes County Animal Shelter

DATE OF MEETING: December 9, 2025

Work  
Session/Regular  
Session

BUDGET IMPACT: \$5,000,000.00

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: Contract for Lowndes County Animal Shelter

HISTORY, FACTS AND ISSUES: Lowndes County solicited for Design-Build contractors with proposals due on September 12, 2025. Seven Design-Build firms turned in a proposal. The scoring committee reviewed the proposals and scored each proposer on the specific information requested. The Design-Build firm of Kellerman Construction, Inc. lead all firms in scoring from the scoring committee. The breakdown for the contract is \$450,000.00 for sitework, \$4,050,000.00 for construction, \$200,000.00 for contingency, and \$300,000.00 for Architectural & Engineering. If approved, the design process will begin immediately and the Design-Builder will submit a final proposal for construction to Lowndes County for approval in April 2026.

OPTIONS: 1. Approve Kellerman Construction Inc as the Design-Build contractor and authorize the Chairman to sign the contract.  
2. Redirect.

RECOMMENDED ACTION: Option 1

DEPARTMENT: Engineering

DEPARTMENT HEAD: Chad McLeod

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

# AIA<sup>®</sup> Document A141<sup>®</sup> – 2024

## ***Standard Form of Agreement Between Owner and Design-BUILDER for a Traditional Design-Build Project***

**AGREEMENT** made as of the Twenty-fourth day of November in the year Two Thousand Twenty-Five  
(*In words, indicate day, month, and year.*)

**BETWEEN** the Owner:  
(*Name, legal status, address, and other information*)

Lowndes County Board of Commissioners  
327 N Ashley Street  
Valdosta, GA 31601  
(229) 671-2400

and the Design-BUILDER:  
(*Name, legal status, address, and other information*)

Kellerman Construction, Inc.  
2717-D Windemere Drive  
Valdosta, GA 31602  
229-249-5330

for the following Project:  
(*Name, location, and detailed description*)

New Lowndes County Animal Shelter  
Valdosta, GA 31602  
New Animal Shelter

The Owner and Design-BUILDER agree as follows.

### **ADDITIONS AND DELETIONS:**

The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

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

Consultation with an attorney is also encouraged with respect to professional licensing requirements in the jurisdiction where the Project is located.

**ELECTRONIC COPYING** of any portion of this AIA<sup>®</sup> Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.



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## ARTICLE 1 GENERAL PROVISIONS

### § 1.1 Owner's Criteria

This Agreement is based on the Owner's Criteria set forth in this Section 1.1. The Owner's Criteria is fixed as of the date of this Agreement.

*(For each item in Section 1.1.1 through 1.1.10, insert the information or a statement such as "not applicable" or "unknown at the time of execution.")*

### § 1.1.1 The Owner's program for the Project:

*(Identify below, or in an attached exhibit, the documentation in which the program is set forth, or state the manner in which the program will be developed.)*

The project is for the design and construction of a new animal shelter. The program, as understood by the design/build team includes housing for dogs and cats, adoption service areas and additional support areas including administrative offices and employee support areas such as locker rooms and showers.

**§ 1.1.2** The Owner's design requirements for the Project:

*(Identify below, or in an attached exhibit, the documentation that contains the Owner's design requirements, including any performance specifications for the Project.)*

Per the Owner's Request for Proposal, the projects scope includes engineering, design services, permitting, procurement, construction, operation and maintenance (O&M) manual preparation, start-up and commissioning services, and operator training for the new animal shelter.

**§ 1.1.3** The Project's physical characteristics:

*(Identify or describe below, or in an attached exhibit, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical or environmental reports; site, boundary, topographic, or existing building surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site; Project and site requirements; etc.)*

The project will be located at 337 Gil Harbin Industrial Boulevard in Valdosta, Georgia. The Owner will provide all pertinent studies or reports as available or required for the Design/Builder. If site surveys, soils reports, geotechnical reports, or environmental reports are not available and deemed necessary, the Owner will provide, at the Owner's cost, the required reports/information to the Design/Builder.

**§ 1.1.4** The Owner's anticipated Sustainable Objective for the Project, if any:

*(Identify below, or in an attached exhibit, the Owner's Sustainable Objective for the Project, such as Sustainability Certification, benefit to the environment, enhancement to the health and well-being of building occupants, or improvement of energy efficiency. If the Owner identifies a Sustainable Objective, incorporate AIA Document A141®–2024, Standard Form of Agreement between Owner and Design-Builder for a Traditional Design-Build Project, Exhibit C, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions, and Work related to the Owner's Sustainable Objective.)*

Not Applicable

**§ 1.1.5** The Owner's building information modeling requirements for the Project, if any:

*(Identify below, or in an attached exhibit, the Owner's building information modeling requirements for the Project, such as the requirement that the Design-Builder provide a model for subsequent use by the Owner or share models with the Owner's Consultants and Separate Contractors. If the parties agree upon protocols for transmission of, use of, and reliance on information or documentation in digital form, then identify and attach that document.)*

Not Applicable

**§ 1.1.6** The Owner's budget for the Work to be provided by the Design-Builder is set forth below:

*(Provide the Owner's total budget for the Design Services, Construction Work, related services, and reasonable contingencies, required to fulfill the Design-Builder's obligations under the Design-Build Documents following execution of the Design Build Amendment. If known, include a line-item breakdown of costs.)*

The Owner's budget for the project is \$5,000,000.00. This figure includes the proposed items:

- Sitework Allowance: \$450,000.00
- Building: \$4,050,000.00
- Construction Contingency: \$200,000.00
- Architectural/Engineering Fee: \$300,000.00

**§ 1.1.7** The Owner's anticipated design and construction milestones:

- .1 Design Builder's Proposal submission date:

April 06, 2026

- .2 Construction commencement date:

May 04, 2026

**.3 Substantial Completion date or dates:**

May 4, 2027

**.4 Other milestone dates:**

*(Include other dates, such as milestones for Evaluation of the Owner's Criteria, Preliminary Design, the anticipated start of construction, or phased completion dates.)*

Evaluation of Owner's Criteria: December 19, 2025

Preliminary Design: January 16, 2026

Design Builder's Proposal: April 6, 2026

**§ 1.1.8** In the event the Owner requires the Design-Builder to retain a specific person or entity to perform a portion of the Work, such as an architect, consultant, or subcontractor, those persons or entities shall be identified below:

*(List name, legal status, address and other information.)*

Studio 8 Design, LLC - Architect

**§ 1.1.9** Additional Owner's Criteria upon which this Agreement is based:

*(Identify below, or in an attached exhibit, special characteristics or needs of the Project not identified elsewhere.)*

Not Applicable

**§ 1.1.10** The Owner's requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction are set forth below:

*(Identify any requirements for fast-track scheduling, multiple bid packages, or phased construction.)*

Not Applicable

**§ 1.2 Project Team**

**§ 1.2.1** The Owner identifies the following representative in accordance with Section 7.1.1:

*(List name, address, and other information.)*

Chad McLeod  
327 N Ashley Street  
Valdosta, GA 31601  
(229) 671-2428  
(229) 561-2639  
cmcLeod@lowndescounty.com

**§ 1.2.2** The Owner will retain the following consultants and Separate Contractors:

*(List name, address, and other information.)*

**.1 Land Surveyor:**

Not Applicable (or to be hired by the County if required)

**.2 Geotechnical Engineer:**

Not Applicable (or to be hired by the County if required)

**.3 Other consultants:**

*(List any other consultants, e.g., Cost Consultant, Scheduling Consultant, to be retained by the Owner.)*

The following consultants will be hired by the County:

- Material Testing Consultant
- IBC Special Inspections
- Surveys including Soils Reports, Geotechnical Reports, Environmental Reports

(if applicable)

- .4 Separate Contractors:**  
(List any Separate Contractors to be retained by the Owner.)

Not Applicable

**§ 1.2.3** The Design-Builder identifies the following representative in accordance with Section 3.1.2:  
(List name, address and other information.)

Brahm Kellerman  
2717-D Windemere Drive  
Valdosta, GA 31602  
229-249-5330  
kellermanconstruction@gmail.com

**§ 1.2.4** In addition to those persons or entities identified in Section 1.1.8, the Design-Builder shall retain the Architect, Consultants, Subcontractors, and suppliers, identified below:  
(List name, discipline, address, and other information.)

Studio 8 Design, LLC - Architect

**§ 1.2.5** Neither the Owner's nor the Design-Builder's representative shall be changed without ten days' notice to the other party.

### **§ 1.3 Dispute Resolution**

**§ 1.3.1 Initial Resolution of Claims.** Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Construction Work set forth in Section 12.2.2, or arising under Sections 10.3 and 10.4, shall be:  
(Check the appropriate box.)

☒ Subject to a Meet and Confer obligation in accordance with Section 15.2.1.

☐ Referred to the following Project Neutral for an initial decision in accordance with Section 15.2.2.  
(Insert name, address, and contact information for Project Neutral.)

Not Applicable

If the Owner and Design-Builder do not select a Project Neutral above, the Parties shall meet and confer as a condition precedent to mediation pursuant to Section 15.3.

**§ 1.3.2 Binding Dispute Resolution.** For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3, the method of binding dispute resolution shall be the following:  
(Check the appropriate box.)

☒ Arbitration pursuant to Section 15.4

☐ Litigation in a court of competent jurisdiction

☐ Other: (Specify)

If the Owner and Design-Builder do not select a method of binding dispute resolution above, or do not subsequently agree in writing to a method of binding dispute resolution other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

### **§ 1.4 Definitions**

**§ 1.4.1 Architect.** The Architect is a person or entity providing Design Services for the Design-Builder for all or a portion of the Work and is lawfully licensed to practice architecture in the applicable jurisdiction. The Architect is referred to throughout the Design-Build Documents as if singular in number.

**§ 1.4.2 Confidential Information.** Confidential Information is information containing confidential or business proprietary information that is designated as “confidential.”

**§ 1.4.3 Consultant.** A Consultant is a person or entity providing services for the Design-Builder for all or a portion of the Work and is referred to throughout the Design-Build Documents as if singular in number. If the Consultant provides professional services, the Consultant shall be lawfully licensed to provide such services, as required by the applicable jurisdiction.

**§ 1.4.4 The Contract.** The Design-Build Documents form the Contract. The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Design-Build Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than the Owner and the Design-Builder.

**§ 1.4.5 Contract Sum.** The Contract Sum is the amount to be paid to the Design-Builder for performance of the Work after execution of the Design-Build Amendment, as set forth in the Design-Build Amendment.

**§ 1.4.6 Contract Time.** The Contract Time is the period of time identified in the Design-Build Amendment, measured from the date for commencement of the Construction Work, including authorized adjustments, established as the period for the Design-Builder to achieve Substantial Completion of the Work.

**§ 1.4.7 Subcontractor.** A Subcontractor is a person or entity performing all or a portion of the construction, required in connection with the Work, for the Design-Builder. Each Subcontractor shall be lawfully licensed, if required in the jurisdiction where the Project is located.

**§ 1.4.8 Cost of the Work.** The Cost of the Work includes all costs reasonably incurred by the Design-Builder in the proper performance of the Work as described in Article B.6 of the Design-Build Amendment.

**§ 1.4.9 Day.** The term “day” as used in the Design-Build Documents shall mean calendar day unless otherwise specifically defined.

**§ 1.4.10 Design-Build Documents.** The Design-Build Documents consist of this Agreement between Owner and Design-Builder (hereinafter, this Agreement), other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. A Modification is (1) a written amendment to the Contract signed by both parties, including the Design-Build Amendment, (2) a Change Order, or (3) a Change Directive. The Design-Build Documents will also include the Drawings, Specifications, and other documents listed in the Design-Build Amendment. If anything in the other Design-Build Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern.

**§ 1.4.11 Design-Builder.** The Design-Builder is the person or entity identified as such in this Agreement and is referred to throughout the Design-Build Documents as if singular in number. The term “Design-Builder” means the Design-Builder or the Design-Builder’s authorized representative.

**§ 1.4.12 Work.** “Work” means the (a) services required of the Design-Builder prior to the execution of the Design-Build Amendment, (b) Design Services, and (c) Construction Work.

**§ 1.4.12.1 Design Services.** “Design Services” are the professional services, including those services that are rendered by architects and engineers, which are required to fulfill the Design-Builder’s obligations under the Design-Build Documents. Design Services do not include professional or other services necessary to support Construction Work which are provided by Subcontractors engaged by the Design-Builder.

**§ 1.4.12.2 Construction Work.** “Construction Work” is the construction, and services to support construction, required by the Design-Build Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided, or to be provided, by the Design-Builder to fulfill the Design-Builder’s obligations under the Design-Build Documents.

**§ 1.4.13 Early Release Work.** “Early Release Work” is a limited, predetermined portion of the Project or scope of the Work that the Owner authorizes the Design-Builder to commence before the parties execute the Design-Build Amendment.



**§ 1.4.14 Instruments of Service.** Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Design-Builder, Subcontractors, Architect, or Consultants under their respective agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

**§ 1.4.15 Notice**

**§ 1.4.15.1** Except as otherwise provided in Section 1.4.15.2, where the Design-Build Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission as set forth below:

*(Insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission. If the parties agree upon protocols for electronic transmission of notice, identify and attach that document.)*

Electronic submission via email shall be with a required read receipt for the transmission of the notice with a phone call follow-up to the recipient to ensure the recipient received the email.

**§ 1.4.15.2** Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

**§ 1.4.16 Owner.** The Owner is the person or entity identified as such in this Agreement and is referred to throughout the Design-Build Documents as if singular in number. The term “Owner” means the Owner or the Owner’s authorized representative.

**§ 1.4.17 The Project.** The Project is comprised of all design and construction, of which the Work performed under the Design-Build Documents may be the whole or a part, and may include design and construction by the Owner and by Separate Contractors.

**§ 1.5** The Owner and Design-Builder may rely on the Owner’s Criteria set forth in Article 1. If the Owner’s Criteria materially changes after execution of this Agreement, the Owner and the Design-Builder shall execute a Modification to adjust the Project schedule, the Design-Builder’s services, and the Design Builder’s compensation. The Owner shall adjust the Owner’s budget in Section 1.1.6 and the Owner’s anticipated design and construction milestones, as necessary, to accommodate material changes in the Owner’s Criteria.

**ARTICLE 2 COMPENSATION AND PROGRESS PAYMENTS**

**§ 2.1 Compensation for Work Prior To Execution of Design-Build Amendment**

**§ 2.1.1** For the Design-Builder’s performance of Work prior to the execution of the Design-Build Amendment, the Owner shall compensate the Design-Builder as follows:

*(Insert amount of, or basis for, compensation, or indicate the exhibit in which the information is provided. If there will be a limit on the total amount of compensation for Work performed prior to the execution of the Design-Build Amendment, state the amount of the limit.)*

Compensation for Architect's Design and Construction Document Services: \$270,000.00 (90% of Design Fee) to be paid prior to execution of the D/B Amendment. *Note: Compensation for Architect's Construction Administration Services: \$30,000.00 will be paid during construction.*

Pre-Construction Fee: \$15,000.00

**§ 2.1.2** The hourly billing rates for services of the Design-Builder and the Design-Builder’s Architect, Consultants, and Subcontractors, if any, are set forth below. The rates shall be adjusted in accordance with the Design-Builder’s, Architect’s, Consultants’, and Subcontractors’ normal review practices.  
*(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

Will provide hourly rates per job title as required

**§ 2.1.3 Compensation for Reimbursable Expenses Prior To Execution of Design-Build Amendment**

**§ 2.1.3.1** Reimbursable Expenses are in addition to compensation set forth in Section 2.1.1 and 2.1.2 and include expenses directly related to the Project incurred by the Design-Builder and the Design-Builder's Architect, Consultants, and Subcontractors, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Dedicated data and communication services, teleconferences, and Project web sites and cloud services;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .8 All taxes levied on professional services and on reimbursable expenses; and
- .9 Other Project-related expenditures, if authorized in advance by the Owner.

**§ 2.1.3.2** For Reimbursable Expenses, the compensation shall be the expenses the Design-Builder and the Design-Builder's Architect, Consultants, and Subcontractors incurred, plus Ten percent ( 10.00 %) of the expenses incurred.

**§ 2.1.4 Additional Services.** With the Owner's written approval, the Design-Builder shall provide services not included in Article 4 for additional compensation. Such services may include

- .1 services necessitated by a change in the Owner's Criteria, or previous instructions or approvals given by the Owner;
- .2 services necessitated by a material change in the Project made at the Owner's request, including (1) a change in Project size, quality, or complexity, or (2) a change in the Owner's schedule or budget;
- .3 changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations, or official interpretations; and
- .4 services necessitated by a failure to complete the services under Article 4 within ( ) months of the date of this Agreement through no fault of the Design-Builder.

**§ 2.1.4.5 Compensation for Additional Services.** If the Owner authorizes the Design-Builder to perform additional services under Section 2.1.4, the Owner shall compensate the Design-Builder for such additional services as follows:  
(Insert amount of, or basis for, compensation.)

Owner and Design/Builder will negotiate compensation if additional services are required.

**§ 2.1.5 Payments to the Design-Builder Prior To Execution of Design-Build Amendment**

**§ 2.1.5.1** Unless otherwise agreed, payments for Work prior to execution of the Design-Build Amendment shall be made monthly upon presentation of the Design-Builder's invoice.

**§ 2.1.5.1.1** Amounts unpaid Thirty ( 30 ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof, at the legal rate prevailing from time to time at the principal place of business of the Design-Builder.  
(Insert rate of monthly or annual interest agreed upon.)

1.00 % monthly

**§ 2.1.5.2** Records of Reimbursable Expenses and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times for a period of two years following execution of the Design-Build Amendment or termination of this Agreement, whichever occurs first.

**§ 2.2 Payment for Early Release Work**

For the Design-Builder's performance of Early Release Work, the Owner shall pay the Design-Builder in accordance with the authorization for the Early Release Work, unless otherwise agreed to by the parties.

**§ 2.3 Compensation for Work Performed After Execution of Design-Build Amendment**

**§ 2.3.1** For the Design-Builder's performance of Work after execution of the Design-Build Amendment, the Owner shall

pay to the Design-Builder the Contract Sum as set forth in Article 9 and the Design-Build Amendment.

### § 2.3.2 Liquidated Damages

The Design-Builder's liability for liquidated damages resulting from the Design-Builder's failure to achieve Substantial Completion within the Contract Time shall be as follows:

*(For each item in Section 2.3.2.1 through 2.3.2.4, insert the information or a statement such as "not applicable".)*

- .1 Insert the monetary amount of liquidated damages, if any, to be assessed:  
*(Identify the monetary amount of liquidated damages, the incremental period of time for each assessment, and whether that amount is uniform or variable over time.)*  
Not Applicable
- .2 Insert the date(s) or event(s), if any, that triggers the commencement of the assessment of liquidated damages, if other than the date of Substantial Completion of the entire Project:  
Not Applicable
- .3 Insert the limit, if any, on the total amount of liquidated damages:  
No Limit
- .4 Insert any other terms for liquidated damages:  
Not Applicable

## ARTICLE 3 GENERAL REQUIREMENTS OF THE WORK OF THE DESIGN-BUILD CONTRACT

### § 3.1 General

§ 3.1.1 The Design-Builder shall comply with any applicable licensing requirements in the jurisdiction where the Project is located.

§ 3.1.2 The Design-Builder shall designate in writing a representative who shall have express authority to bind the Design-Builder with respect to all matters under this Agreement.

§ 3.1.3 The Design-Builder shall perform the Work in accordance with the Design-Build Documents. The Design-Builder shall not be relieved of its obligations to perform the Work in accordance with the Design-Build Documents by the activities, tests, inspections, or approvals of the Owner.

§ 3.1.4 If the Design-Builder performs Work contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Design-Builder shall assume responsibility for such Work and shall bear the costs attributable to correction.

§ 3.1.4.1 Neither the Design-Builder nor any Subcontractor, Consultant, or Architect shall be obligated to perform any act which they believe will violate any applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities. If the Design-Builder determines that implementation of any instruction received from the Owner, including those in the Owner's Criteria, would cause a violation of any applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Design-Builder shall notify the Owner in writing. Upon confirmation by the Owner that a change to the Owner's Criteria is required to remedy the violation, the Owner and the Design-Builder shall execute a Modification.

§ 3.1.5 The Design-Builder shall be responsible to the Owner for acts and omissions of the Design-Builder's employees, Architect, Consultants, Subcontractors, and their agents and employees, and any other persons or entities performing portions of the Work for, or on behalf of, the Design-Builder.

§ 3.1.6 The Design-Builder shall schedule and conduct periodic meetings with the Owner to review matters such as procedures, progress, coordination, and scheduling of the Work.

§ 3.1.7 The Design-Builder shall furnish the services of Architects, Consultants, Subcontractors, and suppliers identified in Article 1 or otherwise required to fulfill its obligations under the Design-Build Documents. The Owner understands and

agrees that the services of such parties are performed in the sole interest of, and for the exclusive benefit of, the Design-Builder. When applicable law requires that services be performed by licensed professionals, the Design-Builder shall provide those services through qualified and licensed professionals.

**§ 3.1.8** The Design-Builder, with the assistance of the Owner, shall prepare and file documents required to obtain necessary approvals of authorities having jurisdiction over the Project.

### **§ 3.1.9 Progress Reports**

**§ 3.1.9.1** The Design-Builder shall keep the Owner informed of the progress and quality of the Work. On a monthly basis, or otherwise as agreed to by the Owner and Design-Builder, the Design-Builder shall submit written progress reports to the Owner, showing estimated percentages of completion and other information identified below:

- .1 Work completed for the period;
- .2 Project schedule status;
- .3 Submittal schedule and status report, including a summary of outstanding Submittals;
- .4 Requests for information to be provided by the Owner, including those that are outstanding;
- .5 Approved Change Orders and Change Directives;
- .6 Pending Change Order and Change Directive status reports;
- .7 Tests and inspection reports;
- .8 Status report of Work rejected by the Owner;
- .9 Status of submissions and approvals required by authorities having jurisdiction over the Project;
- .10 Status of Claims previously submitted in accordance with Article 15;
- .11 Cumulative total of the Cost of the Work to date including the Design-Builder's compensation and Reimbursable Expenses, if any;
- .12 Current Project cash-flow and forecast reports;
- .13 A cost summary, comparing actual costs to updated cost estimates, if the Contract Sum is the Cost of the Work with or without a Guaranteed Maximum Price; and
- .14 Additional information as agreed to by the Owner and Design-Builder.

### **§ 3.1.10 Design-Builder's Schedule**

**§ 3.1.10.1** The Design-Builder, as part of the Design-Builder's evaluation of the Owner's Criteria, shall prepare and submit for the Owner's acceptance a Project schedule, which shall provide for expeditious and practicable execution of the Work. The Project schedule shall (1) include the time required for design and construction, (2) not exceed time limits set forth under the Design-Build Documents, (3) be revised at appropriate intervals as required by the conditions of the Work and the Design-Build Documents, (4) include allowances for periods of time required for the Owner's review, and (5) include allowances for approval of submissions by authorities having jurisdiction over the Project.

**§ 3.1.10.2** The Design-Builder shall perform the Work in general accordance with the most recent Project schedule accepted by the Owner.

### **§ 3.1.11 Standard of Care**

The Design-Builder shall perform (a) services required of the Design-Builder prior to the execution of the Design-Build Amendment, and (b) Design Services consistent with the degree of skill and care ordinarily provided by Design-Builders performing the same services in the same or similar locality under the same or similar circumstances.

### **§ 3.1.12 Warranty**

The Design-Builder warrants to the Owner that the Construction Work furnished under the Contract will be of good quality and new unless the Design-Build Documents require or permit otherwise. If required by the Owner, the Design-Builder shall furnish satisfactory evidence as to the kind and quality of materials and equipment. The Design-Builder further warrants that the Construction Work will conform to the requirements of the Design-Build Documents and will be free from defects, except for those inherent in their quality or otherwise expressly permitted by the Design-Build Documents. Construction Work not conforming to these requirements may be considered defective. The Design-Builder's warranty excludes remedy for damage or defect caused by abuse, alterations to the materials, equipment, or construction not executed by the Design-Builder, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage.

### **§ 3.1.13 Royalties, Patents and Copyrights**

**§ 3.1.13.1** The Design-Builder shall pay all royalties and license fees for designs, processes, or products, required by the Design-Build Documents.

**§ 3.1.13.2** The Design-Builder shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and its Separate Contractors and consultants harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Owner, or where the copyright violations are contained in the Owner's Criteria. However, if an infringement of a copyright or patent is discovered by, or made known to, the Design-Builder, the Design-Builder shall be responsible for the loss unless such information is promptly furnished to the Owner. If the Owner receives notice from a patent or copyright owner of an alleged violation of a patent or copyright, attributable to the Design-Builder, the Owner shall give prompt notice to the Design-Builder.

#### **§ 3.1.14 Indemnification**

**§ 3.1.14.1** To the fullest extent permitted by law, the Design-Builder shall indemnify and hold harmless the Owner, the Owner's consultants, and agents and employees of any of them, from and against third-party claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, but only to the extent caused by the negligent acts or omissions of the Design-Builder, a Subcontractor, Architect, consultant, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.1.14. The Design-Builder's obligation to indemnify and hold the Owner, the Owner's consultants, and agents and employees of any of them, harmless does not include a duty to defend.

**§ 3.1.14.2** In claims against any person or entity indemnified under this Section 3.1.14 by an employee of the Design-Builder, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.1.14 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Design-Builder or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

#### **§ 3.1.15 Contingent Assignment of Agreements**

**§ 3.1.15.1** Each agreement for a portion of the Work is assigned by the Design-Builder to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Sections 14.1.4 or 14.2.2 and only for those agreements that the Owner accepts by notifying the Design-Builder and the Architect, Consultants, and Subcontractors whose agreements are accepted for assignment; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of an agreement, the Owner assumes the Design-Builder's rights and obligations under the agreement.

**§ 3.1.15.2** Upon such assignment, if the Work has been suspended for more than 30 days, the compensation under the assigned agreement shall be equitably adjusted for increases in cost resulting from the suspension.

**§ 3.1.15.3** Upon assignment to the Owner under this Section 3.1.15, the Owner may further assign the agreement to a successor design-builder or other entity. If the Owner assigns the agreement to a successor design-builder or other entity, the Owner shall nevertheless remain legally responsible for all of the successor design-builder's or other entity's obligations under the agreement.

**§ 3.1.16 Design-Builder's Insurance and Bonds.** The Design-Builder shall purchase and maintain insurance and provide bonds as set forth in Article 11 and AIA Document A141®–2024, Standard Form of Agreement Between Owner and Design-Builder for a Traditional Design-Build Project, Exhibit A, Insurance and Bonds.

### **ARTICLE 4 WORK PRIOR TO EXECUTION OF THE DESIGN-BUILD AMENDMENT**

#### **§ 4.1 General**

**§ 4.1.1** Any information submitted by the Design-Builder, and any interim decisions made by the Owner, shall be for the purpose of facilitating the design process and shall not modify the Owner's Criteria unless the Owner and Design-Builder execute a Modification.

**§ 4.1.2** The Design-Builder shall advise and make recommendations to the Owner on proposed site use and improvements, selection of materials, building systems, and equipment, and temporary Project facilities. The Design-Builder shall also provide the Owner with recommendations, consistent with the Owner's Criteria, on constructability; availability of materials and labor; time requirements for procurement, installation, and construction; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and



possible cost reductions.

## **§ 4.2 Evaluation of the Owner's Criteria**

**§ 4.2.1** The Design-Builder shall visit the Project site to become generally familiar with local conditions under which the Work is to be performed.

**§ 4.2.2** The Design-Builder shall schedule and conduct meetings with the Owner and other necessary individuals or entities to discuss and review the Owner's Criteria as set forth in Section 1.1.

**§ 4.2.3** The Design-Builder shall prepare and submit a written report to the Owner, summarizing the Design-Builder's evaluation of the Owner's Criteria. The report shall also include:

- .1 A description of local conditions under which the Work is to be performed, including conditions that may affect performance of the Work;
- .2 Illustrations depicting the scale and relationship of the Project components, including possible alternative approaches to design and construction of the Project;
- .3 Allocations of program functions, detailing each function and their square foot areas, and, if necessary, recommendations to adjust the Owner's Criteria to conform to the Owner's program functions;
- .4 Recommendations, if any, with regard to accelerated or fast-track scheduling, procurement, or phased construction;
- .5 A preliminary estimate of the Contract Sum, and, if necessary, recommendations to adjust the Owner's Criteria to conform to the Owner's budget for the Work;
- .6 A preliminary estimate of the compensation for Design Services to be performed after execution of the Design Build Amendment;
- .7 An evaluation of the compliance of the Owner's Criteria with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, and, if necessary, recommendations to adjust the Owner's Criteria to conform with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities;
- .8 A Project schedule, which shall include proposed dates for (i) design milestones; (ii) receiving additional information from, or for work to be completed by, the Owner; (iii) submission of the Design-Builder's Proposal; (iv) the Owner's review and approval of Design Phase submissions; and (v) review and approval of submissions by authorities having jurisdiction;
- .9 If necessary, recommendations to adjust the Owner's Criteria to conform to the Owner's schedule; and
- .10 The following:  
*(List additional information, if any, to be included in the Design-Builder's written report.)*

Not Applicable

**§ 4.2.4** The Owner shall review the Design-Builder's written report and, if acceptable, provide the Design-Builder with written consent to proceed to the development of the Preliminary Design as described in Section 4.3.

**§ 4.2.5** If the Owner's consent granted pursuant to Section 4.2.4 includes any changes to the Owner's Criteria, then the Owner and the Design-Builder shall execute a Modification pursuant to Article 6.

## **§ 4.3 Preliminary Design**

**§ 4.3.1** Upon the Owner's issuance of a written consent to proceed under Section 4.2.4, the Design-Builder shall prepare and submit a Preliminary Design to the Owner. The Preliminary Design shall include a report identifying any deviations from the Owner's Criteria, and shall include the following:

- .1 Confirmation of the allocations of program functions;
- .2 Site plan;
- .3 Building plans, sections, and elevations;
- .4 Structural system;
- .5 Selections of major building systems, including but not limited to mechanical, electrical, and plumbing systems; and
- .6 Outline specifications or sufficient drawing notes describing construction materials.

The Preliminary Design may include some combination of physical study models, perspective sketches, or digital modeling.

**§ 4.3.2** The Owner shall review the Preliminary Design and, if acceptable, provide the Design-Builder with written

consent to proceed to development of the Design-Builder's Proposal. The Preliminary Design shall not modify the Owner's Criteria unless the Owner and Design-Builder execute a Modification.

#### **§ 4.4 Design-Builder's Proposal**

**§ 4.4.1** Upon the Owner's issuance of a written consent to proceed under Section 4.3.2, the Design-Builder shall prepare and submit the Design-Builder's Proposal to the Owner with a written statement of its basis, which shall include the following:

- .1 A list of the Drawings and Specifications, including all Addenda thereto;
- .2 A list of all Submittals that will be submitted to the Owner in accordance with Section 5.3.2;
- .3 A list of the clarifications and assumptions made by the Design-Builder in the preparation of the Design-Builder's Proposal;
- .4 The proposed Contract Sum, including the compensation method and, if based upon the Cost of the Work plus a Fee, a written statement of estimated cost organized by trade categories, allowances, contingencies, Design-Builder's Fee, and other items that comprise the Contract Sum;
- .5 The Design-Builder's Project schedule for the Work, showing the anticipated date of Substantial Completion upon which the Design-Builder's Proposal is based;
- .6 A list of the Design-Builder's key personnel, Subcontractors, and suppliers; and
- .7 A date by which the Owner must accept the Design-Builder's Proposal.

**§ 4.4.2** The Design-Builder shall meet with the Owner to review the Design-Builder's Proposal. In the event that the Owner discovers any inconsistencies or inaccuracies in the information presented, the Owner shall promptly notify the Design-Builder, who shall make appropriate adjustments to the Design-Builder's Proposal, its basis, or both.

**§ 4.4.3** Submission of the Design-Builder's Proposal shall constitute a representation by the Design-Builder that it has visited the site and become familiar with local conditions under which the Work is to be completed.

#### **§ 4.5 Design-Build Amendment**

**§ 4.5.1** If the Owner and Design-Builder agree on the Design-Builder's Proposal, the Owner and Design-Builder shall execute the Design-Build Amendment setting forth the Contract Sum with the information and assumptions upon which it is based, the Contract Time, and the terms of their agreement.

**§ 4.5.2** The Design-Builder shall not incur any cost to be paid as part of the Contract Sum prior to the execution of the Design-Build Amendment, unless the Owner provides prior written authorization for such costs.

**§ 4.5.3** Any agreement to commence Early Release Work shall not waive the Owner's right to reject the Design-Builder's Proposal.

### **ARTICLE 5 WORK FOLLOWING EXECUTION OF THE DESIGN-BUILD AMENDMENT**

#### **§ 5.1 Construction Documents**

**§ 5.1.1** Upon the execution of the Design-Build Amendment, the Design-Builder shall prepare Construction Documents. The Construction Documents shall establish the quality levels of materials and systems required. The Construction Documents shall be consistent with the Design-Build Documents.

**§ 5.1.2** The Design-Builder shall provide the Construction Documents to the Owner for the Owner's information. If the Owner discovers any deviations between the Construction Documents and the Design-Build Documents, the Owner shall promptly notify the Design-Builder of such deviations in writing. The Construction Documents shall not modify the Design-Build Documents unless the Owner and Design-Builder execute a Modification. The failure of the Owner to discover any such deviations shall not relieve the Design-Builder of the obligation to perform the Work in accordance with the Design-Build Documents.

#### **§ 5.2 Construction Work**

**§ 5.2.1 Commencement.** Except for any Early Release Work described in Section 5.2.2, the date of commencement of the Construction Work shall be the date identified in the Design-Build Amendment.

#### **§ 5.2.2 Early Release Work**

**§ 5.2.2.1** The Design-Builder shall prepare, for the Owner's review and acceptance, a procurement proposal for Early Release Work which includes (a) portions of the Design Services or Construction Work that will be issued for procurement and construction in advance of the Design-Build Amendment, and (b) materials or equipment that must be procured prior to execution of the Design-Build Amendment.

**§ 5.2.2.2** If the Owner accepts the Design-Builder's procurement proposal for Early Release Work, the Design-Builder shall prepare, for the Owner's review and acceptance, an authorization to proceed with Early Release Work describing the scope, schedule for performance, compensation, payments, retainage, insurance and bonds, and other terms and conditions applicable to procurement and performance of the Early Release Work. The Design-Builder has no obligation to commence procurement and performance of Early Release Work until the Owner and Design-Builder execute such authorization.

**§ 5.2.2.3** Following execution of the authorization, the Design-Builder shall expedite and coordinate the procurement and performance of Early Release Work in accordance with this Agreement and such authorization. Following execution of the Design-Build Amendment, compensation for the Early Release Work shall be included in the Contract Sum and the time for performing the Early Release Work shall be included in the Contract Time.

**§ 5.2.2.4 Early Procurement of Materials or Equipment by Owner**

**§ 5.2.2.4.1** If the Owner agrees to procure any materials or equipment prior to execution of the Design-Build Amendment, the Owner shall procure the materials or equipment on terms and conditions acceptable to the Design-Builder. After execution of the Design-Build Amendment, the Owner shall assign all contracts for these materials or equipment to the Design-Builder and the Design-Builder shall thereafter accept responsibility for them.

**§ 5.2.3 Supervision.** The Design-Builder shall supervise and direct the Construction Work, using the Design-Builder's best skill and attention. The Design-Builder shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Construction Work under the Contract, unless the Design-Build Documents provide other specific instructions concerning these matters.

**§ 5.3 Submittals**

**§ 5.3.1** Submittals consist of Shop Drawings, Product Data, and Samples.

- .1 Shop Drawings.** Shop Drawings are drawings, diagrams, schedules, calculations, and other data specially prepared for the Construction Work by the Design-Builder or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor, to illustrate some portion of the Construction Work.
- .2 Product Data.** Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Design-Builder to illustrate materials or equipment for some portion of the Construction Work.
- .3 Samples.** Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Construction Work will be judged.

**§ 5.3.1.4** Submittals are not Design-Build Documents. Their purpose is to demonstrate how the Design-Builder proposes to conform to the information given and the design concept expressed in the Design-Build Documents for those portions of the Construction Work for which the Design-Build Documents require submittals. Review by the Owner is subject to the limitations of Section 5.3.3.1. Informational submittals upon which the Owner is not expected to take responsive action may be so identified in the Design-Build Documents. Submittals that are not required by the Design-Build Documents may be returned by the Owner without action.

**§ 5.3.1.5 Submittal Schedule.** If the Design-Build Documents require the Design-Builder to submit Submittals to the Owner during performance of the Construction Work, the Design-Builder, prior to submitting any submittals, and thereafter as necessary to maintain a current submittal schedule, shall provide a submittal schedule for the Owner's approval. The Owner's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Design-Builder's construction schedule, and (2) allow the Owner reasonable time to review submittals. If the Design-Builder fails to submit a submittal schedule or fails to provide submittals in accordance with the approved submittal schedule, the Design-Builder shall not be entitled to any increase in the Contract Sum or extension of Contract Time based on the time required for review of submittals.

**§ 5.3.1.6 Documents and Submittals at the Site**

The Design-Builder shall make available, at the Project site, the Design-Build Documents, including Change Orders, Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during performance of the Construction Work, and the approved Submittals. These shall be in electronic form or paper copy, available to the Owner, and delivered to the Owner upon completion of the Work as a record of the Construction Work as constructed.

**§ 5.3.2 Design-Builder's Submittal Responsibilities**

**§ 5.3.2.1** The Design-Builder shall review for compliance with the Design-Build Documents, approve, and submit to the Owner, Submittals required by the Design-Build Documents, in accordance with the submittal schedule approved by the Owner or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Construction Work or in the activities of the Owner or of Separate Contractors.

**§ 5.3.2.2** By submitting Submittals, the Design-Builder represents to the Owner that the Design-Builder has (1) reviewed and approved them, (2) determined and verified materials, field measurements, and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Construction Work and of the Design-Build Documents.

**§ 5.3.2.3** The Design-Builder shall perform no portion of the Construction Work for which the Design-Build Documents require submittal and review of Submittals, until the respective submittal has been approved by the Owner.

**§ 5.3.2.4** The Construction Work shall be in accordance with approved submittals except that the Design-Builder shall not be relieved of responsibility for deviations from the requirements of the Design-Build Documents by the Owner's approval of Submittals, unless the Design-Builder has specifically notified the Owner of such deviation at the time of submittal and (1) the Owner has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Change Directive has been issued authorizing the deviation. The Design-Builder shall not be relieved of responsibility for errors or omissions in Submittals by the Owner's approval thereof.

**§ 5.3.2.5** The Design-Builder shall direct specific attention, in writing or on resubmitted Submittals, to revisions other than those requested by the Owner on previous submittals. In the absence of such notice, the Owner's approval of a resubmission shall not apply to such revisions.

### **§ 5.3.3 Owner's Submittal Responsibilities**

**§ 5.3.3.1** The Owner will review, approve, or take other appropriate action upon, the Design-Builder's Submittals, but only for the limited purpose of checking for conformance with the information and design concept expressed in the Design-Build Documents. The Owner's action will be taken in accordance with the submittal schedule approved by the Owner or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Design-Builder as required by the Design-Build Documents. The Owner's review of the Design-Builder's Submittals shall not relieve the Design-Builder of the obligations under Sections 3.1.3, 3.1.11, and 5.3.2. The Owner's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Owner's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

**§ 5.3.3.2** Upon review of the submittals required by the Design-Build Documents, the Owner shall notify the Design-Builder of any non-conformance with the Design-Build Documents the Owner discovers.

**§ 5.3.3.3** The persons or entities, in addition to the Owner's representative, who are required to review the Design-Builder's Submittals are as follows:

*(List name, address, and other information.)*

Local Authorities Having Jurisdiction as required by the Owner.

### **§ 5.4 Services Necessary to Support Construction Work**

**§ 5.4.1** The Design-Builder shall provide the services required to complete the Construction Work including services required to carry out the Design-Builder's responsibilities for construction means, methods, techniques, sequences, and procedures. The Design-Builder shall perform such services in compliance with applicable law.

**§ 5.4.2** If the Design-Build Documents require services, certifications, or approvals by a licensed design professional during Construction, the drawings, calculations, specifications, certifications, Shop Drawings, and other Submittals prepared under the Design-Build Documents shall be signed and sealed by such design professional.

**§ 5.4.3** The Owner shall be entitled to rely upon the services, certifications, and approvals provided by the design professionals under Section 5.4.2. The Owner shall provide prompt notice to the Design-Builder if the Owner observes or otherwise becomes aware of any errors, omissions, or inconsistencies in such services or information. The Owner is not required to ascertain that the services, certifications, and approvals performed or provided by the Design-Builder or the

licensed design professional in connection with the Construction Work are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Owner shall promptly report to the Design-Builder any nonconformity discovered by, or made known to, the Owner.

## **§ 5.5 Labor and Materials**

**§ 5.5.1** Unless otherwise provided in the Design-Build Documents, the Design-Builder shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services, necessary for proper execution and completion of the Construction Work, whether temporary or permanent, and whether or not incorporated or to be incorporated in the construction.

**§ 5.5.2** When a material or system is specified in the Design-Build Documents, the Design-Builder may make substitutions only with the consent of the Owner and in accordance with a Change Order or Change Directive.

**§ 5.5.3** The Design-Builder shall enforce strict discipline and good order among the Design-Builder's employees and other persons carrying out the Construction Work. The Design-Builder shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

## **§ 5.6 Taxes**

The Design-Builder shall pay sales, consumer, use and similar taxes, for the Construction Work provided by the Design-Builder, that are legally enacted when the Design-Build Amendment is executed, whether or not yet effective or merely scheduled to go into effect.

## **§ 5.7 Permits, Fees, Notices and Compliance with Laws**

**§ 5.7.1** Unless otherwise provided in the Design-Build Documents, the Design-Builder shall secure and pay for the building permit as well as any other permits, fees, licenses, and inspections by government agencies, necessary for proper execution of the Construction Work and Substantial Completion of the Project.

**§ 5.7.2** The Design-Builder shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, applicable to performance of the Construction Work.

**§ 5.7.3 Concealed or Unknown Conditions.** If the Design-Builder encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Design-Build Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Design-Build Documents, the Design-Builder shall promptly provide notice to the Owner before conditions are disturbed and in no event later than 14 days after the conditions are first observed. The Owner shall promptly investigate such conditions and, if the Owner determines that they differ materially and cause an increase or decrease in the Design-Builder's cost of, or time required for, performance of any part of the Work, the Contract Sum or Contract Time, or both, shall be equitably adjusted. If the Owner determines that the conditions at the site are not materially different from those indicated in the Design-Build Documents and that no change in the terms of the Contract is justified, the Owner shall promptly notify the Design-Builder, stating the reasons. If the Design-Builder disputes the Owner's determination, the Design-Builder may submit a Claim as provided in Article 15.

**§ 5.7.4** If, in the course of the Construction Work, the Design-Builder encounters human remains, or recognizes the existence of burial markers, archaeological sites, or wetlands, not indicated in the Design-Build Documents, the Design-Builder shall immediately suspend any operations that would affect them and shall notify the Owner. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Design-Builder shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

## **§ 5.8 Allowances**

**§ 5.8.1** The Design-Builder shall include in the Contract Sum all allowances stated in the Design-Build Documents. Items covered by allowances shall be supplied for such amounts, and by such persons or entities as the Owner may direct, but the Design-Builder shall not be required to employ persons or entities to whom the Design-Builder has reasonable objection.

**§ 5.8.2** Unless otherwise provided in the Design-Build Documents,



- .1 allowances shall cover the cost to the Design-Builder of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 the Design-Builder's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance items, shall be included in the Contract Sum but not in the allowances; and
- .3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 5.8.2.1 and (2) changes in Design-Builder's costs under Section 5.8.2.2.

**§ 5.8.3** The Owner shall make selections of materials and equipment with reasonable promptness for allowances requiring Owner selection.

## **§ 5.9 Subcontracts and Other Agreements**

**§ 5.9.1** Those portions of the Construction Work that the Design-Builder does not customarily perform with the Design-Builder's own personnel shall be performed under subcontracts or other appropriate agreements with the Design-Builder. The Owner may designate specific persons from whom, or entities from which, the Design-Builder shall obtain bids. The Design-Builder shall obtain bids from subcontractors, and from suppliers of materials or equipment fabricated especially for the Construction Work, who are qualified to perform that portion of the Construction Work in accordance with the requirements of the Design-Build Documents. The Design-Builder shall deliver such bids to the Owner with an indication as to which bids the Design-Builder intends to accept. The Owner then has the right to review the Design-Builder's list of proposed subcontractors and suppliers and, subject to Section 5.9.1.1, to object to any subcontractor or supplier. Any approval or objection by the Owner shall not relieve the Design-Builder of its responsibility to perform the Construction Work in accordance with the Design-Build Documents. The Design-Builder shall not be required to contract with anyone to whom the Design-Builder has reasonable objection.

**§ 5.9.1.1** When a specific subcontractor or supplier (1) is recommended to the Owner by the Design-Builder; (2) is qualified to perform that portion of the Construction Work; and (3) has submitted a bid that conforms to the requirements of the Design-Build Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Design-Builder may require that a Change Order be issued to adjust the Contract Sum by the difference between the bid of the person or entity recommended to the Owner by the Design-Builder and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

**§ 5.9.2** Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement and shall not be awarded on the basis of cost plus a fee without the Owner's prior written approval. If a subcontract is awarded on the basis of cost plus a fee, the Design-Builder shall provide in the Subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Design-Builder in Article 9.

## **§ 5.10 Use of Site**

The Design-Builder shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Design-Build Documents, and shall not unreasonably encumber the site with materials or equipment.

## **§ 5.11 Cutting and Patching**

The Design-Builder shall not cut, patch, or otherwise alter fully or partially completed construction by the Owner or a Separate Contractor except with written consent of the Owner and Separate Contractor. Consent shall not be unreasonably withheld. The Design-Builder shall not unreasonably withhold, from the Owner or Separate Contractor, its consent to cutting or otherwise altering the Construction Work.

## **§ 5.12 Cleaning Up**

**§ 5.12.1** The Design-Builder shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Construction Work, the Design-Builder shall remove waste materials, rubbish, the Design-Builder's tools, construction equipment, machinery and surplus materials from and about the Project.

**§ 5.12.2** If the Design-Builder fails to clean up as provided in the Design-Build Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Design-Builder.

## **§ 5.13 Access to Construction Work**

The Design-Builder shall provide the Owner and its Separate Contractors and consultants with access to the Construction

Work in preparation and progress wherever located. The Design-Builder shall notify the Owner regarding Project safety criteria and programs, which the Owner, and its Separate Contractors and consultants, shall comply with while at the site.

#### **§ 5.14 Construction Work by Owner or by Separate Contractors**

##### **§ 5.14.1 Owner's Right to Perform Construction and to Award Separate Contracts**

**§ 5.14.1.1** The term "Separate Contractor(s)" shall mean contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under provisions substantially similar to those of this Agreement. The Owner will identify in the Design-Build Amendment the extent of construction or operations related to the Project that will be performed by Separate Contractors, and will notify the Design-Builder promptly after execution of any agreement with a Separate Contractor.

**§ 5.14.1.2** The Owner shall coordinate the activities of the Owner's own forces, and of each Separate Contractor, with the Construction Work of the Design-Builder, who shall cooperate with them. The Design-Builder shall participate in a joint review of the construction schedules of the Owner and any Separate Contractors and after mutual agreement the Design-Builder shall revise its construction schedule. The construction schedules shall then constitute the schedules to be used by the Design-Builder, Separate Contractors, and the Owner until subsequently revised.

**§ 5.14.1.3** Unless otherwise provided in the Design-Build Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Design-Builder has under the Contract.

##### **§ 5.15 Owner's Right to Clean Up**

If a dispute arises among the Design-Builder, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and will allocate the cost among those responsible.

##### **§ 5.16 Mutual Responsibility**

**§ 5.16.1** The Design-Builder shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Design-Builder's construction and operations with theirs as required by the Design-Build Documents.

**§ 5.16.2** If part of the Design-Builder's Construction Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Design-Builder shall, prior to proceeding with that portion of the Construction Work, promptly notify the Owner of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Design-Builder's Construction Work. Failure of the Design-Builder to notify the Owner of apparent discrepancies or defects prior to proceeding with the Construction Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction or operations is fit and proper to receive the Design-Builder's Construction Work. The Design-Builder shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

**§ 5.16.3** The Design-Builder shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Design-Builder's delays, improperly timed activities, or defective Construction Work. The Owner shall be responsible to the Design-Builder for costs the Design-Builder incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Construction Work or defective Construction Work.

**§ 5.16.4** The Design-Builder shall promptly remedy damage that the Design-Builder causes to completed or partially completed Construction Work or to property of the Owner or Separate Contractors as provided in Section 10.2.5.

**§ 5.16.5** The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching the Construction Work as the Design-Builder has with respect to the Construction Work of the Owner or Separate Contractors in Section 5.11.

**§ 5.16.5.1** The Owner shall be responsible for failures by its Separate Contractors to comply with the obligations in this Agreement.

## **ARTICLE 6 CHANGES IN THE WORK**

### **§ 6.1 General**

**§ 6.1.1** Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order or Change Directive, subject to the limitations stated in this Article 6 and elsewhere in the Design-Build Documents.

**§ 6.1.2** A Change Order shall be based upon agreement between the Owner and Design-Builder. The Owner may issue a Change Directive without agreement by the Design-Builder.

**§ 6.1.3** Changes in the Work shall be performed under applicable provisions of the Design-Build Documents. The Design-Builder shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order or Change Directive.

## **§ 6.2 Change Orders**

A Change Order is a written instrument signed by the Owner and Design-Builder stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation; and
- .3 The extent of the adjustment, if any, in the Contract Time.

## **§ 6.3 Change Directives**

**§ 6.3.1** A Change Directive is a written order signed by the Owner directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation, Contract Time, or both. The Owner may by Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions. The Contract Sum or, if prior to execution of the Design-Build Amendment, the Design-Builder's compensation, or Contract Time, or both, shall be adjusted accordingly.

**§ 6.3.2** A Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

**§ 6.3.3** If the Change Directive provides for an adjustment to the Contract Sum or, if prior to execution of the Design-Build Amendment, an adjustment in the Design-Builder's compensation, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Design-Build Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee. The Design-Builder shall keep and present, in such form as the Owner may prescribe, an itemized accounting together with appropriate supporting data; or
- .4 As provided in Section 6.3.4.

**§ 6.3.4** If the Design-Builder does not respond promptly or disagrees with the method for adjustment in the Contract Sum or, if prior to execution of the Design-Build Amendment, the method for adjustment in the Design-Builder's compensation, the Owner shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase, an amount for overhead and profit as set forth in this Agreement, or if no such amount is set forth in this Agreement, a reasonable amount. In such case, the Design-Builder shall keep and present, in such form as the Owner may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Design-Build Documents, costs for the purposes of this Section 6.3.4 shall be limited to the following:

- .1 Additional costs of professional services;
- .2 Costs of labor, applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Owner;
- .3 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
- .4 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Design-Builder or others;
- .5 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
- .6 Costs of supervision and field office personnel directly attributable to the change.

**§ 6.3.5** Upon receipt of a Change Directive, the Design-Builder shall promptly proceed with the change in the Work involved and advise the Owner of the Design-Builder's agreement or disagreement with the method, if any, provided in the Change Directive for determining the proposed adjustment in the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation, or Contract Time.

**§ 6.3.6** A Change Directive signed by the Design-Builder prior to execution of the Design-Build Amendment indicates the Design-Builder's agreement therewith, including adjustment in compensation and schedule, or the method for determining them. A Change Directive signed by the Design-Builder after the execution of the Design-Build Amendment indicates the Design-Builder's agreement therewith, including adjustment in Contract Sum and Contract Time, or the method for determining them. Any such agreement shall be effective immediately and shall be recorded as a Change Order.

**§ 6.3.7** If the Design-Builder disagrees with the adjustment in Contract Time, the Design-Builder may make a Claim in accordance with the applicable provisions of Article 15.

**§ 6.3.8** The amount of credit to be allowed by the Design-Builder to the Owner for a deletion or change that results in a net decrease in the Contract Sum or, if prior to execution of the Design-Build Amendment, in the Design-Builder's compensation, shall be actual net cost. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

**§ 6.3.9** Pending final determination of the total cost of a Change Directive to the Owner, the Design-Builder may request payment for Work completed under the Change Directive in Applications for Payment. The Owner will make an interim determination for purposes of certification for payment for those costs deemed to be reasonably justified. The Owner's interim determination of cost shall adjust the Contract Sum or, if prior to execution of the Design-Build Amendment, the Design-Builder's compensation, on the same basis as a Change Order, subject to the right of Design-Builder to disagree and assert a Claim in accordance with Article 15.

**§ 6.3.10** When the Owner and Design-Builder agree with a determination concerning the adjustments in the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Owner and Design-Builder shall execute a Change Order. Change Orders may be issued for all or any part of a Change Directive.

## **ARTICLE 7 OWNER'S RESPONSIBILITIES**

### **§ 7.1 General**

**§ 7.1.1** The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization.

**§ 7.1.2** The Owner shall render decisions in a timely manner and in accordance with the Design-Builder's schedule. The Owner shall furnish to the Design-Builder, within 15 days after receipt of a written request, information necessary and relevant for the Design-Builder to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

**§ 7.1.3** The Owner shall furnish and coordinate the services of the Owner's consultants and Separate Contractors with those services provided by the Design-Builder. Upon the Design-Builder's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants or Separate Contractors. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

**§ 7.1.4** The Owner shall furnish the services of consultants required by a material change in the Owner's Criteria or authorize the Design-Builder to furnish them pursuant to a Change Order or Change Directive.

**§ 7.1.5** If the Owner identifies a Sustainable Objective, the Owner shall fulfill its responsibilities as required in AIA Document A141-2024 Exhibit C, attached to this Agreement.

**§ 7.1.6** Except as otherwise provided in the Design-Build Documents or when direct communications have been specially authorized, the Owner shall communicate through the Design-Builder with persons or entities employed or retained by the

Design-Builder, including the Architect and Subcontractors.

**§ 7.1.7** The Owner shall purchase and maintain insurance as set forth in Article 11 and AIA Document A141-2024 Exhibit A.

**§ 7.1.8** Visits to the site by the Owner shall not be construed to create an obligation on the part of the Owner to make on-site inspections to check the quality or quantity of the Work. The Owner shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences, or procedures, or for the safety precautions and programs in connection with the Work.

**§ 7.1.9** The Owner shall not be responsible for the Design-Builder's failure to perform the Work in accordance with the requirements of the Design-Build Documents. The Owner shall not have control over or charge of, and will not be responsible for, acts or omissions of the Design-Builder, Architect, Consultants, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

**§ 7.1.10** The Owner may reject Work that does not conform to the Design-Build Documents. The Owner may require inspection or testing of the Construction Work in accordance with Section 16.5.2, whether or not the Construction Work is fabricated, installed, or completed. However, neither this authority of the Owner nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Owner to the Design-Builder.

**§ 7.1.11** The Owner shall determine the date or dates of Substantial Completion in accordance with Section 9.8 and the date of final completion in accordance with Section 9.10.

**§ 7.1.12** The Owner acknowledges that accelerated or fast-track design and construction, or phased construction, provides a benefit, but also carries with it associated risks. Such risks include the Owner incurring costs for the Design-Builder to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Design-Build Documents, and costs for the Design-Builder to remove and replace previously installed Construction Work. If the Owner approves accelerated or fast-track design and construction, or phased construction, the Owner agrees to include in the budget for the Work sufficient contingencies to cover such costs.

## **§ 7.2 Information and Services Required of the Owner**

**§ 7.2.1** The Owner shall furnish information or services required of the Owner by the Design-Build Documents with reasonable promptness.

**§ 7.2.2** The Owner shall provide, to the extent under the Owner's control and if not required by the Design-Build Documents to be provided by the Design-Builder, the results and reports of prior tests, inspections, or investigations conducted for the Project involving structural or mechanical systems; chemical, air and water pollution; hazardous materials; or environmental and subsurface conditions and information regarding the presence of pollutants at the Project site.

**§ 7.2.3** The Owner shall promptly obtain easements, zoning variances, and legal authorizations or entitlements regarding site utilization where essential to the execution of the Project.

**§ 7.2.4** The Owner shall cooperate with the Design-Builder in securing building and other permits, licenses, and inspections.

**§ 7.2.5** The services, information, surveys, and reports required to be provided by the Owner under this Agreement, shall be furnished at the Owner's expense. Except as otherwise specifically provided in this Agreement or elsewhere in the Design-Build Documents or to the extent the Owner advises the Design-Builder to the contrary in writing, the Design-Builder shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services, information, surveys, and reports furnished by the Owner.

**§ 7.2.6** If the Owner observes or otherwise becomes aware of a fault or defect in the Work or non-conformity with the Design-Build Documents, the Owner shall give prompt notice thereof to the Design-Builder.

## **§ 7.2.7 Evidence of the Owner's Financial Arrangements**

**§ 7.2.7.1** Prior to execution of the Design-Build Amendment, the Design-Builder may request that the Owner furnish reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the



Contract.

**§ 7.2.7.2** Following the execution of the Design-Build Amendment and upon written request by the Design-Builder, the Owner shall furnish to the Design-Builder reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Design-Builder as the Design-Build Documents require; (2) the Design-Builder identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Design-Builder's request, the Design-Builder may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Design-Builder may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 7.2.7, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Design-Builder's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Design-Build Documents.

**§ 7.2.7.3** After the Owner furnishes evidence of financial arrangements under this Section 7.2.7, the Owner shall not materially vary such financial arrangements without prior notice to the Design-Builder.

**§ 7.2.7.4** Where the Owner has designated information furnished under this Section 7.2.7 as "confidential," the Design-Builder shall keep the information confidential as set forth in Article 16.

**§ 7.2.8** Unless required by the Design-Build Documents to be provided by the Design-Builder, the Owner shall furnish the services of geotechnical engineers or other consultants when such services are reasonably necessary to properly carry out the Design Services furnished by the Design-Builder. Such services may include, but are not limited to, test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion and resistivity tests, and necessary operations for anticipating subsoil conditions. The services of geotechnical engineer(s) or other consultants shall include preparation and submission of all appropriate reports and professional recommendations.

**§ 7.2.9** The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements, and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning or deed restrictions, and boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

**§ 7.2.10** Unless required by the Design-Build Documents to be provided by the Design-Builder, the Owner shall, upon request from the Design-Builder, furnish the services of other consultants when such services are reasonably necessary to properly carry out the Design Services furnished by the Design-Builder. In such event, the Design-Builder shall identify the services required.

**§ 7.2.11** The Owner shall furnish all legal, insurance, and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

### **§ 7.3 Owner's Right to Stop Construction Work**

If the Design-Builder fails to correct Construction Work which is not in accordance with the requirements of the Design-Build Documents as required by Section 12.2 or persistently fails to carry out Construction Work in accordance with the Design-Build Documents, the Owner may issue a written order to the Design-Builder to stop the Construction Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Construction Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Design-Builder or any other person or entity, except to the extent required by Section 5.14.1.2.

### **§ 7.4 Owner's Right to Carry Out the Construction Work**

If the Design-Builder defaults or neglects to carry out the Construction Work in accordance with the Design-Build Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. The Owner may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of

correcting such deficiencies. If current and future payments are not sufficient to cover such amounts, the Design-Builder shall pay the difference to the Owner. If the Design-Builder disagrees with the actions of the Owner, or the amounts claimed as costs to the Owner, the Design-Builder may file a claim pursuant to Article 15.

## **ARTICLE 8 TIME**

### **§ 8.1 Progress and Completion**

**§ 8.1.1** Time limits stated in the Design-Build Documents are of the essence of the Contract. By executing the Design-Build Amendment, the Design-Builder confirms that the Contract Time is a reasonable period for performing the Work.

**§ 8.1.2** The Design-Builder shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

### **§ 8.2 Delays and Extensions of Time**

**§ 8.2.1** If the Design-Builder is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or consultant, or of a Separate Contractor; (2) changes ordered in the Work; (3) labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, unusual delays by public authorities related to permits, licenses, and inspections, or other causes beyond the Design-Builder's control; (4) delay authorized by the Owner pending mediation and binding dispute resolution; or (5) other causes that the Owner determines justify delay, then the Contract Time shall be extended for such reasonable time as the Owner may determine.

**§ 8.2.2** Claims relating to time shall be made in accordance with applicable provisions of Article 15.

**§ 8.2.3** This Section 8.2 does not preclude recovery of damages for delay by either party under other provisions of the Design-Build Documents.

## **ARTICLE 9 PAYMENT APPLICATIONS AND PROJECT COMPLETION**

### **§ 9.1 Contract Sum**

The Contract Sum is stated in the Design-Build Amendment.

**§ 9.1.1** If unit prices are stated in the Design-Build Amendment or subsequently agreed upon, and if quantities set forth in the Design-Build Amendment are materially changed in a proposed Change Order or Change Directive, the applicable unit prices shall be equitably adjusted.

### **§ 9.2 Schedule of Values or Control Estimate**

Where the Contract Sum is based on a stipulated sum or Guaranteed Maximum Price, the Design-Builder shall submit a schedule of values to the Owner prior to the first Application for Payment after execution of the Design-Build Amendment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Owner. This schedule, unless objected to by the Owner, shall be used as a basis for reviewing the Design-Builder's Applications for Payment. Any changes to the schedule of values shall be submitted to the Owner and supported by such data to substantiate its accuracy as the Owner may require, and unless objected to by the Owner, shall be used as a basis for reviewing the Design-Builder's subsequent Applications for Payment.

**§ 9.2.1** Where the Contract Sum is the Cost of the Work plus the Design-Builder's Fee without a Guaranteed Maximum Price, the Design-Builder shall prepare and submit to the Owner a Control Estimate within 14 days of executing this Agreement. The Control Estimate shall include the estimated Cost of the Work plus the Design-Builder's Fee.

**§ 9.2.2** The Control Estimate shall include:

- .1 The documents enumerated in Article 17, including all Modifications thereto;
- .2 A list of the assumptions made by the Design-Builder in the preparation of the Control Estimate to supplement the information provided by the Owner and contained in the Design-Build Documents;
- .3 A statement of the estimated Cost of the Work organized by trade categories or systems and the Design-Builder's Fee;
- .4 A project schedule upon which the Control Estimate is based, indicating proposed architects, subcontractors, and consultants, activity sequences and durations, milestone dates for receipt and approval of pertinent information, schedule of shop drawings and samples, procurement and delivery of materials or equipment, the Owner's occupancy requirements, and the date of Substantial Completion; and
- .5 A list of any contingency amounts included in the Control Estimate for further development of design and

construction.

**§ 9.2.3** When the Control Estimate is acceptable to the Owner, the Owner shall acknowledge it in writing. The Owner's acceptance of the Control Estimate does not imply that the Control Estimate constitutes a Guaranteed Maximum Price.

**§ 9.2.4** The Design-Builder shall develop and implement a detailed system of cost control that will provide the Owner with timely information as to the anticipated total Cost of the Work. The cost control system shall compare the Control Estimate with the actual cost for activities in progress and estimates for uncompleted tasks and proposed changes. This information shall be reported to the Owner, in writing, no later than the Design-Builder's first Application for Payment and shall be revised and submitted with each Application for Payment.

**§ 9.2.5** The Owner shall authorize the Design-Builder to prepare revisions to the Design-Build Documents that incorporate the agreed-upon assumptions contained in the Control Estimate. Based upon the Owner's authorization, the Design-Builder shall revise the Design-Build Documents to incorporate the agreed-upon assumptions contained in the Control Estimate.

### **§ 9.3 Applications for Payment**

**§ 9.3.1** At least ten days before the date established for each progress payment, the Design-Builder shall submit to the Owner an itemized Application for Payment for completed portions of the Work. The Application for Payment shall be notarized, if required, and supported by all data substantiating the Design-Builder's right to payment that the Owner requires, such as copies of requisitions, and releases and waiver of liens from the Architect, Consultants, Subcontractors, and suppliers, and shall reflect retainage if provided for in the Design-Build Documents.

**§ 9.3.1.1** As provided in Section 6.3.9, Applications for Payment may include requests for payment on account of changes in the Work that have been properly authorized by Change Directives, or by interim determinations of the Owner, but not yet included in Change Orders. As provided in Section 2.1, compensation for Work prior to execution of the Design-Build Amendment may include payment on account of changes in the Work that have been properly authorized by Change Directives, or by interim determinations of the Owner, but not yet included in Change Orders.

**§ 9.3.1.2** Applications for Payment shall not include requests for payment for portions of the Work for which the Design-Builder does not intend to pay the Architect, a Consultant, a Subcontractor, or a supplier, unless such Work has been performed by others whom the Design-Builder intends to pay.

**§ 9.3.2** Unless otherwise provided in the Design-Build Documents, payments shall be made for services provided as well as materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Design-Builder with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

**§ 9.3.3** The Design-Builder warrants that title to all Work, other than Instruments of Service, covered by an Application for Payment will pass to the Owner no later than the time of payment. The Design-Builder further warrants that, upon submittal of an Application for Payment, all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Design-Builder's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Design-Builder, Architect, Consultants, Subcontractors, suppliers, or any other persons or entities that provided labor, materials, and equipment relating to the Work.

### **§ 9.4 Certificates for Payment**

The Owner shall, within seven days after receipt of the Design-Builder's Application for Payment, either (1) issue to the Design-Builder a Certificate for Payment in the full amount of the Application for Payment; (2) issue to the Design-Builder a Certificate for Payment for such amount the Owner determines is properly due, and notify the Design-Builder of the Owner's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Design-Builder of the Owner's reason for withholding certification in whole as provided in Section 9.5.1.

### **§ 9.5 Decisions to Withhold Certification**

**§ 9.5.1** The Owner may withhold a Certificate for Payment in whole or in part to the extent reasonably necessary to protect

the Owner due to the Owner's determination that the Work has not progressed to the point indicated in the Design-Builder's Application for Payment, or the quality of the Work is not in accordance with the Design-Build Documents. If the Owner is unable to certify payment in the amount of the Application for Payment, the Owner will notify the Design-Builder as provided in Section 9.4. If the Design-Builder and Owner cannot agree on a revised amount, the Owner will promptly issue a Certificate for Payment for the amount that the Owner deems to be due and owing. The Owner may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued to such extent as may be necessary to protect the Owner from loss for which the Design-Builder is responsible because of

- .1 Failure to perform Work in accordance with the Design-Build Documents;
- .2 Third-party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Design-Builder;
- .3 Failure of the Design-Builder to make payments properly to the Architect, Consultants, Subcontractors, suppliers, or others, for services, labor, materials, or equipment;
- .4 Reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 Damage to the Owner or a Separate Contractor; or
- .6 Reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay.

**§ 9.5.2** If the Design-Builder disputes the Owner's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, the Design-Builder may submit a Claim in accordance with Article 15.

**§ 9.5.3** When the above reasons for withholding certification are removed, the Owner shall certify amounts previously withheld.

**§ 9.5.4** If the Owner withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Design-Builder and to any other persons or entities providing Work for the Design-Builder to whom the Design-Builder failed to make payment for Work properly performed or material or equipment suitably delivered.

## **§ 9.6 Progress Payments**

**§ 9.6.1** After the Owner has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Design-Build Documents.

**§ 9.6.2** In taking action on the Design-Builder's Applications for Payment, the Owner shall be entitled to rely on the accuracy and completeness of the information furnished by the Design-Builder, and such action shall not be deemed to be a representation that (1) the Owner has made a detailed examination, audit, or arithmetic verification, of the documentation submitted in accordance with Section 9.3.1 or other supporting data; (2) that the Owner has made exhaustive or continuous on-site inspections; or (3) that the Owner has made examinations to ascertain how or for what purposes the Design-Builder has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

**§ 9.6.3** The Design-Builder shall pay each person or entity providing Work for the Design-Builder, no later than seven days after receipt of payment from the Owner. Payment shall be the amount to which the person or entity providing Work for the Design-Builder is entitled, reflecting percentages actually retained from payments to the Design-Builder on account of the portion of the Work performed by the person or entity. The Design-Builder shall, by appropriate agreement with each person or entity providing Work for the Design-Builder, require each person or entity providing Work for the Design-Builder to make payments to subconsultants and subcontractors in a similar manner.

**§ 9.6.4** The Owner will, on request and if practicable, furnish to the person or entity providing Work for the Design-Builder, information regarding percentages of completion or amounts applied for by the Design-Builder and action taken thereon by the Owner on account of portions of the Work done by such person or entity providing Work for the Design-Builder.

**§ 9.6.5** The Owner has the right to request written evidence from the Design-Builder that the Design-Builder has properly paid any other persons or entities providing Work for the Design-Builder, amounts paid by the Owner to the Design-Builder for the Work. If the Design-Builder fails to furnish such evidence within seven days, the Owner shall have the right to contact the other person or entity providing Work for the Design-Builder to ascertain whether they have been properly paid. The Owner shall have no obligation to pay, or to see to the payment of money to any other person or entity providing services or Work for the Design-Builder, except as may otherwise be required by law.

**§ 9.6.6** The Design-Builder's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.3, 9.6.4 and 9.6.5.

**§ 9.6.6.1** Except with the Owner's prior written approval, the Design-Builder shall not make advance payments to suppliers for materials or equipment.

**§ 9.6.7** A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Design-Build Documents.

**§ 9.6.8** Unless the Design-Builder provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Design-Builder for Work properly performed by the Architect, Consultants, Subcontractors, and other persons or entities providing Work for the Design-Builder, shall be held by the Design-Builder for the Architect and those Consultants, Subcontractors, or other persons or entities. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Design-Builder, create any fiduciary liability or tort liability on the part of the Design-Builder for breach of trust, or entitle any person or entity to an award of punitive damages against the Design-Builder for breach of the requirements of this provision.

**§ 9.6.9** Provided the Owner has fulfilled its payment obligations under the Design-Build Documents, the Design-Builder shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Architect, Consultant, Subcontractor, or any other person or entity providing Work for the Design-Builder. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Design-Builder. If approved by the applicable court, when required, the Design-Builder may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

**§ 9.6.10** The Owner and Design-Builder shall agree upon (1) a mutually acceptable procedure for review and approval of payments to the Architect, Consultants, and Subcontractors, and (2) the percentage of retainage held on agreements with the Architect, Consultants, and Subcontractors, and the Design-Builder shall execute subcontracts in accordance with those agreements.

## **§ 9.7 Failure of Payment**

If, through no fault of the Design-Builder, the Owner fails to issue a Certificate for Payment or make payment of the certified amount within the time required by the Design-Build Documents, then the Design-Builder may, upon seven additional days' notice to the Owner, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Design-Builder's reasonable costs of shutdown, delay, and start-up, plus interest as provided for in the Design-Build Documents.

## **§ 9.8 Substantial Completion**

**§ 9.8.1** Substantial Completion is the stage in the progress of the Construction Work when the Construction Work or designated portion thereof is sufficiently complete in accordance with the Design-Build Documents so that the Owner can occupy or utilize the Construction Work for its intended use. The date of Substantial Completion is the date certified by the Owner in accordance with this Section 9.8.

**§ 9.8.2** When the Design-Builder considers that the Construction Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Design-Builder shall prepare and submit to the Owner a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Design-Builder to complete all Work in accordance with the Design-Build Documents.

**§ 9.8.3** Upon receipt of the Design-Builder's list, the Owner shall make an inspection to determine whether the Construction Work or designated portion thereof is substantially complete. If the Owner's inspection discloses any item, whether or not included on the Design-Builder's list, which is not sufficiently complete in accordance with the Design-Build Documents so that the Owner can occupy or utilize the Construction Work or designated portion thereof for its intended use, the Design-Builder shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Owner. In such case, the Design-Builder shall then submit a request for another inspection by the Owner to determine Substantial Completion.

**§ 9.8.4** Prior to issuance of the Certificate of Substantial Completion under Section 9.8.5, the Owner and Design-Builder shall discuss and then determine the parties' obligations to obtain and maintain property insurance following issuance of the Certificate of Substantial Completion.



**§ 9.8.5** When the Construction Work or designated portion thereof is substantially complete, the Design-Builder will prepare for the Owner's signature a Certificate of Substantial Completion that shall, upon the Owner's signature, establish the date of Substantial Completion; establish responsibilities of the Owner and Design-Builder for security, maintenance, heat, utilities, damage to the Construction Work, and insurance; and fix the time within which the Design-Builder shall finish all items on the list accompanying the Certificate. Warranties required by the Design-Build Documents shall commence on the date of Substantial Completion of the Construction Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

**§ 9.8.6** The Certificate of Substantial Completion shall be submitted by the Design-Builder to the Owner for written acceptance of responsibilities assigned to it in the Certificate. Upon the Owner's acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Payment shall be adjusted for Construction Work that is incomplete or not in accordance with the requirements of the Design-Build Documents.

### **§ 9.9 Partial Occupancy or Use**

**§ 9.9.1** The Owner may occupy or use any completed or partially completed portion of the Construction Work at any stage when such portion is designated by separate agreement with the Design-Builder, provided such occupancy or use is consented to, by endorsement or otherwise, by the insurer providing property insurance and authorized by authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Design-Builder have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Construction Work, and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Design-Build Documents. When the Design-Builder considers a portion substantially complete, the Design-Builder shall prepare and submit a list to the Owner as provided under Section 9.8.2. Consent of the Design-Builder to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Construction Work shall be determined by written agreement between the Owner and Design-Builder.

**§ 9.9.2** Immediately prior to such partial occupancy or use, the Owner and Design-Builder shall jointly inspect the area to be occupied, or portion of the Construction Work to be used, in order to determine and record the condition of the Construction Work.

**§ 9.9.3** Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Construction Work shall not constitute acceptance of Construction Work not complying with the requirements of the Design-Build Documents.

### **§ 9.10 Final Completion and Final Payment**

**§ 9.10.1** Upon receipt of the Design-Builder's notice that the Construction Work is ready for final inspection and acceptance, and upon receipt of a final Application for Payment, the Owner will promptly make such inspection. When the Owner finds the Construction Work acceptable under the Design-Build Documents and the Contract fully performed, the Owner will, subject to Section 9.10.2 and 9.10.3, promptly issue a final Certificate for Payment.

**§ 9.10.2** Neither final payment nor any remaining retained percentage shall become due until the Design-Builder submits to the Owner (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Construction Work, for which the Owner or the Owner's property might be responsible or encumbered, (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Design-Build Documents to remain in force after final payment is currently in effect, (3) a written statement that the Design-Builder knows of no reason that the insurance will not be renewable to cover the period required by the Design-Build Documents, (4) consent of surety, if any, to final payment, (5) an as-constructed record copy of the Construction Documents marked to indicate field changes and selections made during construction, (6) documentation of any special warranties, such as manufacturer's warranties, product data, and maintenance and operations manuals, and (7) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, and releases and waivers of liens, claims, security interests, or encumbrances, arising out of the Contract, to the extent and in such form as may be designated by the Owner. If an Architect, Consultant, Subcontractor, or any other person or entity providing services, labor, materials, or equipment relating to the Construction Work, refuses to furnish a release or waiver required by the Owner, the Design-Builder may furnish a bond satisfactory to the Owner to indemnify the Owner against such liens, claims, security interests, or encumbrances. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Design-Builder shall refund to the Owner all money that the Owner may be compelled to pay in discharging such liens, claims, security interests, or encumbrances, including all costs and reasonable attorneys' fees.

**§ 9.10.3** If, after Substantial Completion of the Construction Work, final completion thereof is materially delayed through no fault of the Design-Builder or by issuance of Change Orders affecting final completion, the Owner shall, upon

application by the Design-Builder, and without terminating the Contract, make payment of the balance due for that portion of the Construction Work fully completed, corrected, and accepted. If the estimated cost to complete or correct the Construction Work is less than retainage stipulated in the Design-Build Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Construction Work fully completed and accepted shall be submitted by the Design-Builder to the Owner prior to issuance of payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

**§ 9.10.4** The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Design-Build Documents;
- .3 terms of special warranties required by the Design-Build Documents; or
- .4 audits performed by the Owner, if permitted by the Design-Build Documents, after final payment.

**§ 9.10.5** Acceptance of final payment by the Design-Builder shall constitute a waiver of claims by the Design-Builder except those previously made in writing and identified by the Design-Builder as unsettled at the time of final Application for Payment.

### **§ 9.11 Interest**

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

*(Insert rate of interest agreed upon, if any.)*

1.00 % monthly

## **ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY**

### **§ 10.1 Safety Precautions and Programs**

The Design-Builder shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Construction Work.

### **§ 10.2 Safety of Persons and Property**

**§ 10.2.1** The Design-Builder shall be responsible for precautions for the safety of, and reasonable protection to prevent damage, injury, or loss to

- .1 employees and persons performing the Construction Work and others who may be affected thereby;
- .2 the Construction Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Design-Builder, a Subcontractor, or any other person or entity; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, or structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

**§ 10.2.2** The Design-Builder shall comply with, and give notices required by, applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on the safety of persons or property, or their protection from damage, injury, or loss.

**§ 10.2.3** The Design-Builder shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

**§ 10.2.4** When use or storage of explosives or other hazardous materials or equipment, or unusual methods, are necessary for execution of the Construction Work, the Design-Builder shall exercise utmost care, and carry on such activities under supervision of properly qualified personnel.

**§ 10.2.5** The Design-Builder shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Design-Build Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3, caused in whole or in part by the Design-Builder, the Architect, a Consultant, a Subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Design-Builder is responsible under Sections 10.2.1.2 and 10.2.1.3. The Design-Builder may make a Claim for the cost to remedy damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner, or anyone directly or indirectly employed by the Owner, or by anyone for whose acts the Owner may be liable, and not attributable to the fault or negligence of the

Design-Builder. The foregoing obligations of the Design-Builder are in addition to the Design-Builder's obligations under Section 3.1.14.

**§ 10.2.6** The Design-Builder shall designate a responsible member of the Design-Builder's organization, at the site, whose duty shall be the prevention of accidents. This person shall be the Design-Builder's superintendent unless otherwise designated by the Design-Builder in writing to the Owner.

**§ 10.2.7** The Design-Builder shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

**§ 10.2.8 Injury or Damage to Person or Property.** If the Owner or Design-Builder suffers injury or damage to person or property because of an act or omission of the other, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

### **§ 10.3 Hazardous Materials**

**§ 10.3.1** The Design-Builder is responsible for compliance with any requirements included in the Design-Build Documents regarding hazardous materials or substances. If the Design-Builder encounters a hazardous material or substance not addressed in the Design-Build Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Design-Builder, the Design-Builder shall, upon recognizing the condition, immediately stop Construction Work in the affected area and notify the Owner of the condition.

**§ 10.3.2** Upon receipt of the Design-Builder's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Design-Builder and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Design-Build Documents, the Owner shall furnish in writing to the Design-Builder the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Design-Builder will promptly reply to the Owner in writing stating whether or not the Design-Builder has reasonable objection to the persons or entities proposed by the Owner. If the Design-Builder has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Design-Builder has no reasonable objection. When the material or substance has been rendered harmless, Construction Work in the affected area shall resume upon written agreement of the Owner and Design-Builder. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Design-Builder's reasonable additional costs of shutdown, delay, and start-up.

**§ 10.3.3** To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Design-Builder, the Architect, Consultants, and Subcontractors, and employees of any of them, from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Construction Work in the affected area, if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to, or destruction of, tangible property (other than the Construction Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

**§ 10.3.4** The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Design-Builder brings to the site unless such materials or substances are required by the Owner's Criteria. The Owner shall be responsible for hazardous materials or substances required by the Owner's Criteria, except to the extent of the Design-Builder's fault or negligence in the use and handling of such materials or substances.

**§ 10.3.5** The Design-Builder shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Design-Builder brings to the site and negligently handles, or (2) where the Design-Builder fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

**§ 10.3.6** If, without negligence on the part of the Design-Builder, the Design-Builder is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Construction Work as required by the Design-Build Documents, the Owner shall reimburse the Design-Builder for all cost and expense

thereby incurred.

#### **§ 10.4 Emergencies**

In an emergency affecting safety of persons or property, the Design-Builder shall act, at the Design-Builder's discretion, to prevent threatened damage, injury, or loss.

### **ARTICLE 11 INSURANCE AND BONDS**

#### **§ 11.1 Design-Builder's Insurance and Bonds**

**§ 11.1.1** The Design-Builder shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in this Agreement or elsewhere in the Design-Build Documents. Prior to commencement of the Work, the Design-Builder shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner shall be named as an additional insured under the Design-Builder's commercial general liability policy or as otherwise described in the Design-Build Documents.

**§ 11.1.2** The Design-Builder shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Design-Build Documents. The Design-Builder shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

**§ 11.1.3** Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Design-Build Contract, the Design-Builder shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

**§ 11.1.4 Notice of Cancellation or Expiration of Design-Builder's Required Insurance.** Within three (3) business days of the date the Design-Builder becomes aware of an impending or actual cancellation or expiration of any insurance required by the Design-Build Documents, the Design-Builder shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Design-Builder, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Design-Builder. The furnishing of notice by the Design-Builder shall not relieve the Design-Builder of any contractual obligation to provide any required coverage.

#### **§ 11.2 Owner's Insurance**

**§ 11.2.1** The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in this Agreement or elsewhere in the Design-Build Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

**§ 11.2.2 Failure to Purchase Required Property Insurance.** If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in this Agreement or elsewhere in the Design-Build Documents, the Owner shall inform the Design-Builder in writing prior to commencement of the Construction Work. Upon receipt of notice from the Owner, the Design-Builder may delay commencement of the Construction Work and may obtain insurance that will protect the interests of the Design-Builder, Subcontractors, and Sub-Subcontractors in the Construction Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Design-Builder, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Design-Builder is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Design-Builder for all reasonable costs and damages attributable thereto.

**§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance.** Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Design-Build Documents, the Owner shall provide notice to the Design-Builder of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Design-Builder: (1) the Design-Builder, upon receipt of notice from the Owner, shall have the right to stop the Construction Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Design-Builder; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Design-Builder, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the

insurance had it not expired or been cancelled. If the Design-Builder purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

### **§ 11.3 Waivers of Subrogation**

**§ 11.3.1** The Owner and Design-Builder waive all rights against (1) each other and any of their consultants, subcontractors, sub-subcontractors, agents, and employees, each of the other; and (2) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by this Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Design-Builder, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Separate Contractors, consultants, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this Section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

**§ 11.3.2** If, during construction of the Project, the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

### **§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance**

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Design-Builder for loss of use of the Owner's property, due to fire or other hazards however caused.

### **§ 11.5 Adjustment and Settlement of Insured Loss**

**§ 11.5.1** A loss insured under the property insurance required by this Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Design-Builder its just share of insurance proceeds received by the Owner, and by appropriate agreement the Design-Builder shall make payments to its consultants and Subcontractors in similar manner.

**§ 11.5.2** Prior to settlement of an insured loss, the Owner shall notify the Design-Builder of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Design-Builder shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Design-Builder does not object, the Owner shall settle the loss, and the Design-Builder shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Design-Build Contract for convenience, the Owner and Design-Builder shall execute a Change Order for reconstruction of the damaged or destroyed Construction Work in the amount allocated for that purpose. If the Design-Builder timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Design-Builder arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Change Directive for the reconstruction of the damaged or destroyed Construction Work.

## **ARTICLE 12 UNCOVERING AND CORRECTION OF CONSTRUCTION WORK**

### **§ 12.1 Uncovering of Construction Work**

The Owner may request to examine a portion of the Construction Work that the Design-Builder has covered to determine if the Construction Work has been performed in accordance with the Design-Build Documents. If such Construction Work is in accordance with the Design-Build Documents, the Design-Builder shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Construction Work is not in accordance with the Design-Build Documents, the costs of uncovering the Construction Work, and the cost of correction, shall be at the Design-Builder's expense and shall not result in a change in the Contract Time except as otherwise permitted in this Agreement.



## **§ 12.2 Correction of Construction Work**

**§ 12.2.1 Before Substantial Completion.** The Design-Builder shall promptly correct Construction Work rejected by the Owner or failing to conform to the requirements of the Design-Build Documents, discovered before Substantial Completion, and whether or not fabricated, installed, or completed. Costs of correcting such rejected Construction Work, including additional testing and inspections and the cost of uncovering and replacement, and compensation for any consultant employed by the Owner whose expenses and compensation were made necessary thereby, shall be at the Design-Builder's expense and shall not result in a change in the Contract Time except as otherwise permitted in this Agreement.

## **§ 12.2.2 After Substantial Completion**

**§ 12.2.2.1** In addition to the Design-Builder's obligations under Section 3.1.12, if, within one year after the date of Substantial Completion of the Construction Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Design-Build Documents, any of the Construction Work is discovered not to be in accordance with the requirements of the Design-Build Documents, the Design-Builder shall correct it promptly after receipt of notice from the Owner to do so unless the Owner has previously given the Design-Builder a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of the Construction Work, if the Owner fails to notify the Design-Builder of the condition and give the Design-Builder an opportunity to make the correction, the Owner waives the rights to require correction by the Design-Builder and to make a claim for breach of warranty and breach of the standard of care for that condition. If the Design-Builder fails to correct nonconforming or defectively designed Construction Work within a reasonable time during that period after receipt of notice from the Owner, the Owner may correct it in accordance with Section 7.4.

**§ 12.2.2.2** The one-year period for correction of Construction Work shall be extended with respect to portions of Construction Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Construction Work.

**§ 12.2.2.3** The one-year period for correction of Construction Work shall not be extended by corrective Construction Work performed by the Design-Builder pursuant to this Section 12.2.

**§ 12.2.3** The Design-Builder shall remove from the site portions of the Construction Work that are not in accordance with the requirements of the Design-Build Documents and are neither corrected by the Design-Builder nor accepted by the Owner.

**§ 12.2.4** The Design-Builder shall be liable for the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Design-Builder's correction or removal of Construction Work that is not in accordance with the requirements of the Design-Build Documents except as otherwise permitted in this Agreement.

**§ 12.2.5** Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Design-Builder has under the Design-Build Documents. Establishment of the one-year period for correction of Construction Work as described in Section 12.2.2 relates only to the specific obligation of the Design-Builder to correct the Construction Work, and has no relationship to the time within which the obligation to comply with the Design-Build Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Design-Builder's liability with respect to the Design-Builder's obligations other than specifically to correct the Construction Work.

## **§ 12.3 Acceptance of Nonconforming Construction Work**

If the Owner prefers to accept Construction Work that is not in accordance with the requirements of the Design-Build Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

## **ARTICLE 13 COPYRIGHTS AND LICENSES**

**§ 13.1** Drawings, specifications, and other documents furnished by the Design-Builder, including those in electronic form, are Instruments of Service. The Design-Builder, and the Architect, Consultants, Subcontractors, and any other person or entity providing Work for any of them, shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements, or for similar

purposes in connection with the Project, is not to be construed as publication in derogation of the reserved rights of the Design-Builder and the Architect, Consultants, and Subcontractors, and any other person or entity providing Work for any of them.

**§ 13.2** The Design-Builder and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

**§ 13.3** The Design-Builder grants to the Owner a nonexclusive license to use the Design-Builder's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering, and adding to the Project. The license granted in this Section 13.3 shall terminate only if (1) the Design-Builder terminates this Agreement in accordance with Sections 14.1.1, 14.1.3, 14.1.4, or 14.2.1 or (2) the Owner terminates this Agreement for convenience as provided in Section 14.1.5 and does not compensate the Design-Builder as required under Sections 14.1.6 and 14.1.7. The license granted under this section permits the Owner to authorize the Owner's consultants to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.1.5, solely and exclusively for use in performing services for the Project.

**§ 13.3.1** In the event the Owner uses the Instruments of Service (1) for purposes inconsistent with Section 13.3, (2) after completion of the Project for purposes of altering or adding to the Project without retaining the authors of the Instruments of Service for such purposes, (3) after the Owner terminates this Agreement for convenience, or (4) after the Design-Builder terminates this Agreement in accordance with Sections 14.1.1, 14.1.3, 14.1.4, or 14.2.1, the Owner releases the Design-Builder from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Design-Builder from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 13.3.1. The terms of this Section 13.3.1 shall not apply if the Owner terminates this Agreement for cause under Section 14.1.4 or 14.2.2. The payment of a Termination Fee or Licensing Fee under Section 14.1.7 shall not relieve the Owner of the release or indemnity obligations of this Section 13.3.1.

**§ 13.3.2** The Design-Builder shall obtain non-exclusive licenses from the Architect, Consultants, and Subcontractors, that will allow the Design-Builder to satisfy its obligations to the Owner under this Article 13. The Design-Builder's licenses from the Architect and its Consultants and Subcontractors shall also allow the Owner, in the event this Agreement is terminated for any reason other than the default of the Owner or in the event the Design-Builder's Architect, Consultants, or Subcontractors terminate their agreements with the Design-Builder for cause, to obtain a non-exclusive license solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner (1) agrees to pay to the Architect, Consultant or Subcontractor all amounts due, and (2) provides the Architect, Consultant or Subcontractor with the Owner's written agreement to indemnify and hold harmless the Architect, Consultant, or Subcontractor from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's alteration or use of the Instruments of Service.

**§ 13.3.3** Except as otherwise stated in this Section 13.3, the provisions of this Article 13 shall survive the termination of this Agreement.

## **ARTICLE 14 TERMINATION OR SUSPENSION**

### **§ 14.1 Termination or Suspension Prior to Execution of the Design-Build Amendment**

**§ 14.1.1** If the Owner fails to make payments to the Design-Builder for Work prior to execution of the Design-Build Amendment in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination under Section 14.1.4 or, at the Design-Builder's option, cause for suspension of performance of services under this Agreement. If the Design-Builder elects to suspend the Work, the Design-Builder shall give seven days' notice to the Owner before suspending the Work. In the event of a suspension of the Work, the Design-Builder shall have no liability to the Owner for delay or damage caused by the suspension of the Work. Before resuming the Work, the Design-Builder shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Design-Builder's Work. The Design-Builder's compensation for, and time to complete, the remaining Work shall be equitably adjusted.

**§ 14.1.2** If the Owner suspends the Project, the Design-Builder shall be compensated for the Work performed prior to notice of such suspension. When the Project is resumed, the Design-Builder shall be compensated for expenses incurred in the interruption and resumption of the Design-Builder's Work. The Design-Builder's compensation for, and time to

complete, the remaining Work shall be equitably adjusted.

**§ 14.1.3** If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Design-Builder, the Design-Builder may terminate this Agreement by giving not less than seven days' notice.

**§ 14.1.4** Either party may terminate this Agreement upon not less than seven days' notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

**§ 14.1.5** The Owner may terminate this Agreement upon not less than seven days' notice to the Design-Builder for the Owner's convenience and without cause.

**§ 14.1.6** In the event of termination not the fault of the Design-Builder, the Design-Builder shall be compensated for Work performed prior to termination, together with Reimbursable Expenses then due and any other expenses directly attributable to termination for which the Design-Builder is not otherwise compensated. In no event shall the Design-Builder's compensation under this Section 14.1.6 be greater than the compensation set forth in Section 2.1.

**§ 14.1.7** In addition to any amounts paid under Section 14.1.6, if the Owner terminates this Agreement for its convenience pursuant to Section 14.1.5, or the Design-Builder terminates this Agreement pursuant to Sections 14.1.3 or 14.1.4, the Owner shall pay to the Design-Builder the following fees:

*(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)*

**.1 Termination Fee:**

Builder's Termination Fee: \$70,000.00  
Designer's Termination Fee: \$270,000.00

**.2 Licensing Fee if the Owner intends to continue using the Design-Builder's Instruments of Service:**

To be negotiated if applicable

**§ 14.2 Termination or Suspension Following Execution of the Design-Build Amendment**

**§ 14.2.1 Termination by the Design-Builder**

**§ 14.2.1.1** The Design-Builder may terminate this Agreement if the Work is stopped for a period of 30 consecutive days through no act or fault of the Design-Builder, or any other persons or entities performing portions of the Work, for any of the following reasons:

- .1** Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2** An act of government, such as a declaration of national emergency that requires all Work to be stopped;
- .3** Because the Owner has not issued a Certificate for Payment and has not notified the Design-Builder of the reason for withholding certification as provided in Section 9.5.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Design-Build Documents; or
- .4** The Owner has failed to furnish to the Design-Builder reasonable evidence as required by Section 7.2.7.

**§ 14.2.1.2** The Design-Builder may terminate this Agreement if, through no act or fault of the Design-Builder, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.2.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

**§ 14.2.1.3** If one of the reasons described in Section 14.2.1.1 or 14.2.1.2 exists, the Design-Builder may, upon seven days' notice to the Owner, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, or the Design-Builder's Fee on Work not executed if the Contract Sum is based upon the Cost of the Work plus a Fee with or without a Guaranteed Maximum Price, and costs incurred by reason of such termination.

**§ 14.2.1.4** If the Work is stopped for a period of 60 consecutive days through no act or fault of the Design-Builder, or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Design-Build Documents with respect to matters important to the progress of the Work, the Design-

Builder may, upon seven additional days' notice to the Owner, terminate the Contract and recover from the Owner as provided in Section 14.2.1.3.

#### **§ 14.2.2 Termination by the Owner for Cause**

**§ 14.2.2.1** The Owner may terminate this Agreement if the Design-Builder:

- .1 fails to submit the Proposal by the date required by this Agreement, or if no date is indicated, within a reasonable time consistent with the date of Substantial Completion;
- .2 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .3 repeatedly refuses or fails to supply a qualified architect, consultant, or subcontractor, where required;
- .4 fails to make payment to the Architect, Consultants, Subcontractors, or suppliers in accordance with their respective agreements with the Design-Builder;
- .5 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .6 is otherwise in breach of a material provision of the Design-Build Documents.

**§ 14.2.2.2** When any of the reasons described in Section 14.2.2.1 exist, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Design-Builder and the Design-Builder's surety, if any, seven days' notice, terminate employment of the Design-Builder and may, subject to any prior rights of the surety:

- .1 Exclude the Design-Builder from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Design-Builder;
- .2 Accept assignment of the Architect, Consultant, and Subcontractor agreements pursuant to Section 3.1.15; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Design-Builder, the Owner shall furnish to the Design-Builder a detailed accounting of the costs incurred by the Owner in finishing the Work.

**§ 14.2.2.3** When the Owner terminates this Agreement for one of the reasons stated in Section 14.2.2.1, the Design-Builder shall not be entitled to receive further payment until the Work is finished.

**§ 14.2.2.4** If the unpaid balance of the Contract Sum exceeds costs of finishing the Work and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Design-Builder. If such costs and damages exceed the unpaid balance, the Design-Builder shall pay the difference to the Owner. The obligation for such payments shall survive termination of this Agreement.

#### **§ 14.2.3 Suspension by the Owner for Convenience**

**§ 14.2.3.1** The Owner may, without cause, order the Design-Builder in writing to suspend, delay, or interrupt the Work in whole or in part for such period of time as the Owner may determine.

**§ 14.2.3.2** The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.2.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Design-Builder is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

#### **§ 14.2.4 Termination by the Owner for Convenience**

**§ 14.2.4.1** The Owner may, at any time, terminate this Agreement for the Owner's convenience and without cause.

**§ 14.2.4.2** Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Design-Builder shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and,
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing Project agreements, including agreements with the Architect, Consultants, Subcontractors, and purchase orders, and enter into no further Project agreements and purchase orders.

**§ 14.2.4.3** In case of such termination for the Owner's convenience, the Owner shall pay the Design-Builder for: Work properly executed; Termination and Licensing Fees set forth in Section 14.1.7; and any other costs incurred by reason of the termination, including costs attributable to termination of Subcontracts.

## ARTICLE 15 CLAIMS AND DISPUTES

### § 15.1 Claims

**§ 15.1.1 Definition.** A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term “Claim” also includes other disputes and matters in question between the Owner and Design-Builder arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

**§ 15.1.2 Time Limits on Claims.** The Owner and Design-Builder shall commence all claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in Section 1.3, within the time period specified by applicable law, but, in any case, not more than 10 years after the date of Substantial Completion of the Work. The Owner and Design-Builder waive all claims and causes of action not commenced in accordance with this Section 15.1.2.

### § 15.1.3 Notice of Claims

**§ 15.1.3.1 Prior To Final Payment.** Prior to final payment, Claims by either the Owner or Design-Builder must be initiated by notice to the other party within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

**§ 15.1.3.2 Claims Arising After Final Payment.** After final payment, Claims by either the Owner or Design-Builder that have not otherwise been waived pursuant to Sections 9.10.4 or 9.10.5, must be initiated by prompt notice to the other party. The notice requirement in Section 15.1.3.1 and the provisions for Initial Resolution of Claims in Section 15.2 shall not be required as a condition precedent to mediation in Section 15.3.

**§ 15.1.4 Continuing Contract Performance.** Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Design-Builder shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Design-Build Documents.

**§ 15.1.5 Claims for Additional Cost.** If the Design-Builder wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

### § 15.1.6 Claims for Additional Time

**§ 15.1.6.1** If the Design-Builder wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Design-Builder’s Claim shall include an estimate of cost and of the probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

**§ 15.1.6.2** If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

### § 15.1.7 Waiver of Claims for Consequential Damages

The Design-Builder and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business, and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Design-Builder for principal office expenses including the compensation of personnel stationed there, for losses of financing, business, and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party’s termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Design-Build Documents.

## § 15.2 Initial Resolution of Claims

### § 15.2.1 Meet and Confer



**§ 15.2.1.1** If the parties select Meet and Confer as the initial method of dispute resolution, the Owner and Design-Builder shall endeavor to resolve Claims subject to the meet and confer session. The meet and confer session shall be attended by representatives who have the authority to bind the Owner and Design-Builder. The Owner or Design-Builder may request senior representatives from the Architect, Subcontractors, or other interested parties to attend the meet and confer session. The meet and confer session shall take place within thirty (30) days after a request by either party to this Agreement unless the parties mutually agree otherwise.

**§ 15.2.1.2** Discussions held during the meet and confer process shall be treated as settlement discussions and, as such, will be confidential.

**§ 15.2.1.3** If the Owner and Design-Builder reach a mutually acceptable resolution, appropriate documentation memorializing the resolution shall be prepared. If the resolution results in a change to the Contract Sum or the Contract Time, the parties shall execute a Change Order.

**§ 15.2.1.4** If the Owner and Design-Builder cannot reach a mutually acceptable resolution at the meet and confer session, or if the meet and confer session does not take place within the time specified in Section 15.2.1, either party may proceed to mediation in accordance with Section 15.3.

**§ 15.2.2 Project Neutral**

**§ 15.2.2.1** If the parties select a Project Neutral to serve as an initial decision maker of Claims, the Owner and Design-Builder shall share the expense of the Project Neutral.

**§ 15.2.2.2** The Project Neutral will review Claims and, within ten days of the receipt of a Claim, take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim in whole or in part, (4) suggest a compromise, or (5) advise the parties that the Project Neutral is unable to resolve the Claim if the Project Neutral lacks sufficient information to evaluate the merits of the Claim or if the Project Neutral concludes that, in the Project Neutral's sole discretion, it would be inappropriate for the Project Neutral to resolve the Claim.

**§ 15.2.2.3** In evaluating Claims, the Project Neutral may, but shall not be obligated to, consult with or seek information from persons with special knowledge or expertise who may assist the Project Neutral in rendering a decision. The retention of such persons shall be a shared expense of the Owner and Design-Builder.

**§ 15.2.2.4** If the Project Neutral requests either party to provide a response to a Claim or to furnish additional supporting data, such party shall respond within ten days after receipt of the request and shall either (1) provide a response or the requested supporting data, (2) advise the Project Neutral when the response or supporting data will be furnished or (3) advise the Project Neutral that no response or supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Project Neutral will take one of the actions described in Section 15.2.2.2(2)-(5).

**§ 15.2.2.5** Pursuant to Sections 15.2.2.2 through 15.2.2.4 the Project Neutral will render an initial decision approving or rejecting the Claim in whole or in part or indicating that the Project Neutral is unable to resolve the Claim. The initial decision shall (1) be in writing, (2) state the reasons therefore, and (3) identify any change in the Contract Sum or Contract Time or both. The initial decision shall be binding on the parties, but subject to mediation in accordance with the process set forth in Section 15.3 and, if the parties fail to resolve their dispute through mediation, subject to binding dispute resolution in accordance with Section 15.4.

**§ 15.2.2.5.1** If an initial decision has not been rendered within 30 days after the Claim has been referred to the Project Neutral, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Project Neutral and all affected parties agree, the Project Neutral will not decide disputes between the Design-Builder and persons or entities other than the Owner.

**§ 15.2.2.6** Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.3.

**§ 15.2.2.7** Either party may, within 30 days from the date of a Project Neutral's initial decision, demand in writing that the other party file for mediation within 60 days of the initial decision. If such a demand is made and the party receiving the demand fails to file for mediation within the time required, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

**§ 15.2.3** In the event of a Claim against the Design-Builder, the Owner may, but is not obligated to, notify the surety, if

any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Design-Builder's default, the Owner may, but is not obligated to, notify the surety, and request the surety's assistance in resolving the controversy.

**§ 15.2.4** If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

### **§ 15.3 Mediation**

**§ 15.3.1** Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, 15.1.7, and 15.2.2.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

**§ 15.3.2** The Parties shall endeavor to resolve their Claims by mediation which, unless the Parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the Parties or court order. If an arbitration proceeding is stayed pursuant to this Section 15.3.2, the Parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

**§ 15.3.3** Either Party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the Party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both Parties waive their rights to binding dispute resolution proceedings with respect to the initial decision rendered by the Project Neutral or with respect to Claims that were the subject of the Meet and Confer process.

**§ 15.3.4** The Parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction.

### **§ 15.4 Arbitration**

**§ 15.4.1** If the parties have selected arbitration as the method for binding dispute resolution in Section 1.3, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

**§ 15.4.1.1** A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations or statute of repose. For statute of limitations or statute of repose purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

**§ 15.4.2** The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction.

**§ 15.4.3** The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

### **§ 15.4.4 Consolidation or Joinder**

**§ 15.4.4.1** Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be

consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

**§ 15.4.4.2** Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either Party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the Party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

**§ 15.4.4.3** The Owner and Design-Builder grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Design-Builder under this Agreement.

**§ 15.5** The provisions of this Article 15 shall survive the termination of this Agreement.

## **ARTICLE 16 MISCELLANEOUS PROVISIONS**

### **§ 16.1 Governing Law**

The Contract shall be governed by the law of the place where the Project is located excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

### **§ 16.2 Successors and Assigns**

**§ 16.2.1** The Owner and Design-Builder, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the covenants, agreements, and obligations contained in the Design-Build Documents. Except as provided in Section 16.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

**§ 16.2.2** The Owner may, without consent of the Design-Builder, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Design-Build Documents. The Design-Builder shall execute all consents reasonably required to facilitate the assignment.

**§ 16.2.3 Certifications.** If the Owner requests the Design-Builder to execute certificates, the proposed language of such certificates shall be submitted to the Design-Builder for review at least 21 days prior to the requested dates of execution. If the Owner requests the Design-Builder to execute consents reasonably required to facilitate assignment to a lender, the Design-Builder shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Design-Builder for review at least 21 days prior to execution. The Design-Builder shall not be required to execute any certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

**§ 16.3** The Design-Builder, Architect, Consultants, Subcontractors, or their agents, or any other persons or entities performing portions of the Work, shall have the right to include video, photographic, or artistic representations of the design of the Project among their respective promotional and professional materials. The Design-Builder, Architect, Consultants, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work, shall be given reasonable access to the completed Project to make such representations. However, such material shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Design-Builder in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Design-Builder, Architect, Consultants, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work, in the Owner's promotional materials for the Project. This Section 16.3 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 14.2.2.

### **§ 16.4 Rights and Remedies**

**§ 16.4.1** Duties and obligations imposed by the Design-Build Documents, and rights and remedies available thereunder, shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

**§ 16.4.2** No action or failure to act by the Owner or Design-Builder shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach

thereunder, except as may be specifically agreed upon in writing.

## **§ 16.5 Tests and Inspections**

**§ 16.5.1** Tests, inspections, and approvals of portions of the Construction Work shall be made as required by the Design-Build Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Design-Builder shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals, unless otherwise provided in the Design-Build Amendment. The Design-Builder shall give the Owner timely notice of when and where tests and inspections are to be made so that the Owner may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after execution of the Design-Build Amendment. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

**§ 16.5.2** If the Owner determines that portions of the Construction Work require additional testing, inspection, or approval not included under Section 16.5.1, the Owner will instruct the Design-Builder to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Design-Builder shall give timely notice to the Owner of when and where tests and inspections are to be made so that the Owner may be present for such procedures. Such costs, except as provided in Section 16.5.3, shall be at the Owner's expense, unless otherwise provided in the Design-Build Amendment.

**§ 16.5.3** If procedures for testing, inspection, or approval under Sections 16.5.1 and 16.5.2 reveal failure of the portions of the Construction Work to comply with requirements established by the Design-Build Documents, all costs made necessary by such failure shall be at the Design-Builder's expense, unless otherwise provided in the Design-Build Amendment.

**§ 16.5.4** Required certificates of testing, inspection, or approval shall, unless otherwise required by the Design-Build Documents, be secured by the Design-Builder and promptly delivered to the Owner.

**§ 16.5.5** If the Owner is to observe tests, inspections, or approvals required by the Design-Build Documents, the Owner will do so promptly and, where practicable, at the normal place of testing.

**§ 16.5.6** Tests or inspections conducted pursuant to the Design-Build Documents shall be made promptly to avoid unreasonable delay in the Work.

## **§ 16.6 Confidential Information**

**§ 16.6.1** If the Design-Builder or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 16.6.2. The obligations in this Section 16.6 shall survive the termination of this Agreement.

**§ 16.6.2** The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, contractors, or subcontractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants, contractors, and subcontractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 16.6. In the event either party knows or reasonably believes that "confidential" or "business proprietary" information received from the other party has been subject to any circumstance where the security, integrity, or confidentiality of any of the "confidential" or "business proprietary" information has been compromised, damaged, lost, corrupted, destroyed, or the "confidential" or "business proprietary" information has been accessed, acquired, modified, used, disclosed, or rendered inaccessible, by any unauthorized person, by any person in an unauthorized manner, or for an unauthorized purpose, the party experiencing the breach will provide written notice to the other party as soon as reasonably possible after it becomes aware of any breach.

**§ 16.6.3** "Confidential" or "business proprietary" information shall not include information:

- .1 in the public domain, or which later enters the public domain, through no action on the receiving party's part in violation of this Agreement;
- .2 already in the receiving party's possession and not marked as "confidential" or "business proprietary" when

- received;
- .3 obtained by the receiving party on a non-confidential basis from a third party not known by the receiving party to be under an obligation of confidentiality; or
  - .4 that is independently developed by the receiving party without access to, or use of, any “confidential” or “business proprietary” information.

#### § 16.7 Capitalization

Terms capitalized in the Contract include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other AIA Contract Documents.

#### § 16.8 Interpretation

§ 16.8.1 In the interest of brevity the Design-Build Documents frequently omit modifying words such as “all” and “any” and articles such as “the” and “an,” but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 16.8.2 Unless otherwise stated in the Design-Build Documents, words which have well-known technical or construction industry meanings are used in the Design-Build Documents in accordance with such recognized meanings.

§ 16.9 The invalidity of any provision of this Agreement shall not invalidate this Agreement or its remaining provisions. If it is determined that any provision of this Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case this Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties’ intentions and purposes in executing this Agreement.

§ 16.10 In accordance with Section 1.1.5, the Design-Builder shall coordinate with the Owner in establishing building information modeling and digital data protocols for the Project governing the development, use, transmission, and exchange of, and reliance on, digital data.

§ 16.10.1 Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party’s sole risk and without liability to the other party and its subcontractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

#### ARTICLE 17 SCOPE OF THIS AGREEMENT

§ 17.1 This Agreement is comprised of the following documents:

- .1 AIA Document A141®–2024, Standard Form of Agreement Between Owner and Design-Builder for a Traditional Design-Build Project
- .2 AIA Document A141®–2024, Exhibit A, Insurance and Bonds
- .3 AIA Document A141®–2024, Exhibit B, Design-Build Amendment, if executed
- .4 AIA Document A141®–2024, Exhibit C, Sustainable Projects Exhibit, if completed
- .5 Other documents, if any, listed below:

Not Applicable

This Agreement entered into as of the day and year first written above.

\_\_\_\_\_  
OWNER (Signature)

BY: Lowndes County Board of Commissioners

\_\_\_\_\_  
(Printed name and title)

\_\_\_\_\_  
DESIGN-BUILDER (Signature)

BY: Brahm Kellerman, Kellerman Construction

\_\_\_\_\_  
(Printed name and title)



THE  
E  
A  
R  
D

# **Additions and Deletions Report for**

## **AIA® Document A141® – 2024**

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 08:43:02 EST on 11/20/2025.

### **Changes to original AIA text**

#### **PAGE 4**

### **Variable Information**

#### **PAGE 1**

**AGREEMENT** made as of the Twenty-fourth day of November in the year Two Thousand Twenty-Five  
(In words, indicate day, month, and year.)

Lowndes County Board of Commissioners

327 N Ashley Street  
Valdosta, GA 31601

(229) 671-2400

Kellerman Construction, Inc.

2717-D Windemere Drive  
Valdosta, GA 31602

229-249-5330

New Lowndes County Animal Shelter

Valdosta, GA 31602

New Animal Shelter

#### **PAGE 2**

The project is for the design and construction of a new animal shelter. The program, as understood by the design/build team includes housing for dogs and cats, adoption service areas and additional support areas including administrative offices and employee support areas such as locker rooms and showers.

#### **PAGE 3**

Per the Owner's Request for Proposal, the projects scope includes engineering, design services, permitting, procurement, construction, operation and maintenance (O&M) manual preparation, start-up and commissioning

services, and operator training for the new animal shelter.

The project will be located at 337 Gil Harbin Industrial Boulevard in Valdosta, Georgia. The Owner will provide all pertinent studies or reports as available or required for the Design/Builder. If site surveys, soils reports, geotechnical reports, or environmental reports are not available and deemed necessary, the Owner will provide, at the Owner's cost, the required reports/information to the Design/Builder.

Not Applicable

Not Applicable

The Owner's budget for the project is \$5,000,000.00. This figure includes the proposed items:

- Sitework Allowance: \$450,000.00
- Building: \$4,050,000.00
- Construction Contingency: \$200,000.00
- Architectural/Engineering Fee: \$300,000.00

April 06, 2026

May 04, 2026

**PAGE 4**

May 4, 2027

Evaluation of Owner's Criteria: December 19, 2025

Preliminary Design: January 16, 2026

Design Builder's Proposal: April 6, 2026

Studio 8 Design, LLC - Architect

Not Applicable

Not Applicable

Chad McLeod

327 N Ashley Street  
Valdosta, GA 31601

(229) 671-2428

(229) 561-2639

cmcleod@lowndescounty.com

Not Applicable (or to be hired by the County if required)

Not Applicable (or to be hired by the County if required)

The following consultants will be hired by the County:

- Material Testing Consultant
- IBC Special Inspections
- Surveys including Soils Reports, Geotechnical Reports, Environmental Reports (if applicable)

**PAGE 5**

Not Applicable

Brahm Kellerman

2717-D Windemere Drive  
Valdosta, GA 31602

229-249-5330

kellermanconstruction@gmail.com

Studio 8 Design, LLC - Architect

☒ Subject to a Meet and Confer obligation in accordance with Section 15.2.1.

Not Applicable

☒ Arbitration pursuant to Section 15.4

☐ Litigation in a court of competent jurisdiction

☐ Other: *(Specify)*

## PAGE 7

Electronic submission via email shall be with a required read receipt for the transmission of the notice with a phone call follow-up to the recipient to ensure the recipient received the email.

Compensation for Architect's Design and Construction Document Services: \$270,000.00 (90% of Design Fee) to be paid prior to execution of the D/B Amendment. *Note: Compensation for Architect's Construction Administration Services: \$30,000.00 will be paid during construction.*

Pre-Construction Fee: \$15,000.00

Will provide hourly rates per job title as required

## PAGE 8

§ 2.1.3.2 For Reimbursable Expenses, the compensation shall be the expenses the Design-Builder and the Design-Builder's Architect, Consultants, and Subcontractors incurred, plus Ten percent ( 10.00 %) of the expenses incurred.

Owner and Design/Builder will negotiate compensation if additional services are required.

§ 2.1.5.1.1 Amounts unpaid Thirty ( 30 ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof, at the legal rate prevailing from time to time at the principal place of business of the Design-Builder.

*(Insert rate of monthly or annual interest agreed upon.)*

1.00 % monthly

## PAGE 9

Not Applicable

Not Applicable

No Limit

Not Applicable

**PAGE 12**

Not Applicable

**PAGE 15**

Local Authorities Having Jurisdiction as required by the Owner.

**PAGE 28**

1.00 % monthly

**PAGE 34**

Builder's Termination Fee: \$70,000.00  
Designer's Termination Fee: \$270,000.00

To be negotiated if applicable

**PAGE 41**

Not Applicable

THE  
DRAWING



LOWNDES COUNTY BOARD OF COMMISSIONERS  
COMMISSION AGENDA ITEM

SUBJECT: Quit Claim Deed (QCD) for Navigable Waters, LLC at 4939  
Bemiss Road

DATE OF MEETING: December 9, 2025

Work  
Session/Regular  
Session

BUDGET IMPACT: N/A

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: QCD for Navigable Waters, LLC

---

HISTORY, FACTS AND ISSUES: Parcel 0145B 185B, owned by Navigable Waters LLC on Bemiss Road, shows a drainage easement on plats dating back to 1968. Lowndes County does not have any record of any rights to the drainage easement. The owner has requested a Quit Claim Deed from Lowndes County stating that Lowndes County has not had or claimed, and does not now have or claim, any interest in said described property, including any interest in the "25' drainage easement".

OPTIONS: 1. Approve and authorize the Chairman to sign the Quit Claim Deed.  
2. Redirect.

RECOMMENDED ACTION: Option 1

DEPARTMENT: Engineering

DEPARTMENT HEAD: Chad McLeod

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

..... DOVER MILLER KARRAS LANGDALE & BRANTLEY .....  
ATTORNEYS AT LAW  
A PROFESSIONAL CORPORATION

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

701 North Patterson Street  
Valdosta, Georgia 31601-4526

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

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

\*licensed in Georgia and Florida

November 10, 2025

Lowndes County Board of Commissioners  
c/o Mike Fletcher, County Engineer  
327 North Ashley Street  
Valdosta, GA 31601

RE: Drainage Easement on enclosed plat titled Pine Grove Townhomes for Navigable Waters,  
LLC

Dear Mike:

Please accept this as our formal request, on behalf of Navigable Waters, LLC, the owner of the property depicted on the above-referenced plat for Lowndes County to abandon and relinquish any right, title, and interest to the above-referenced Drainage Easement as it is no longer in use by Lowndes County, adjacent landowners, or other residents, and it currently serves no purpose. Please let me know if I can provide additional information.

We appreciate your consideration of this matter.

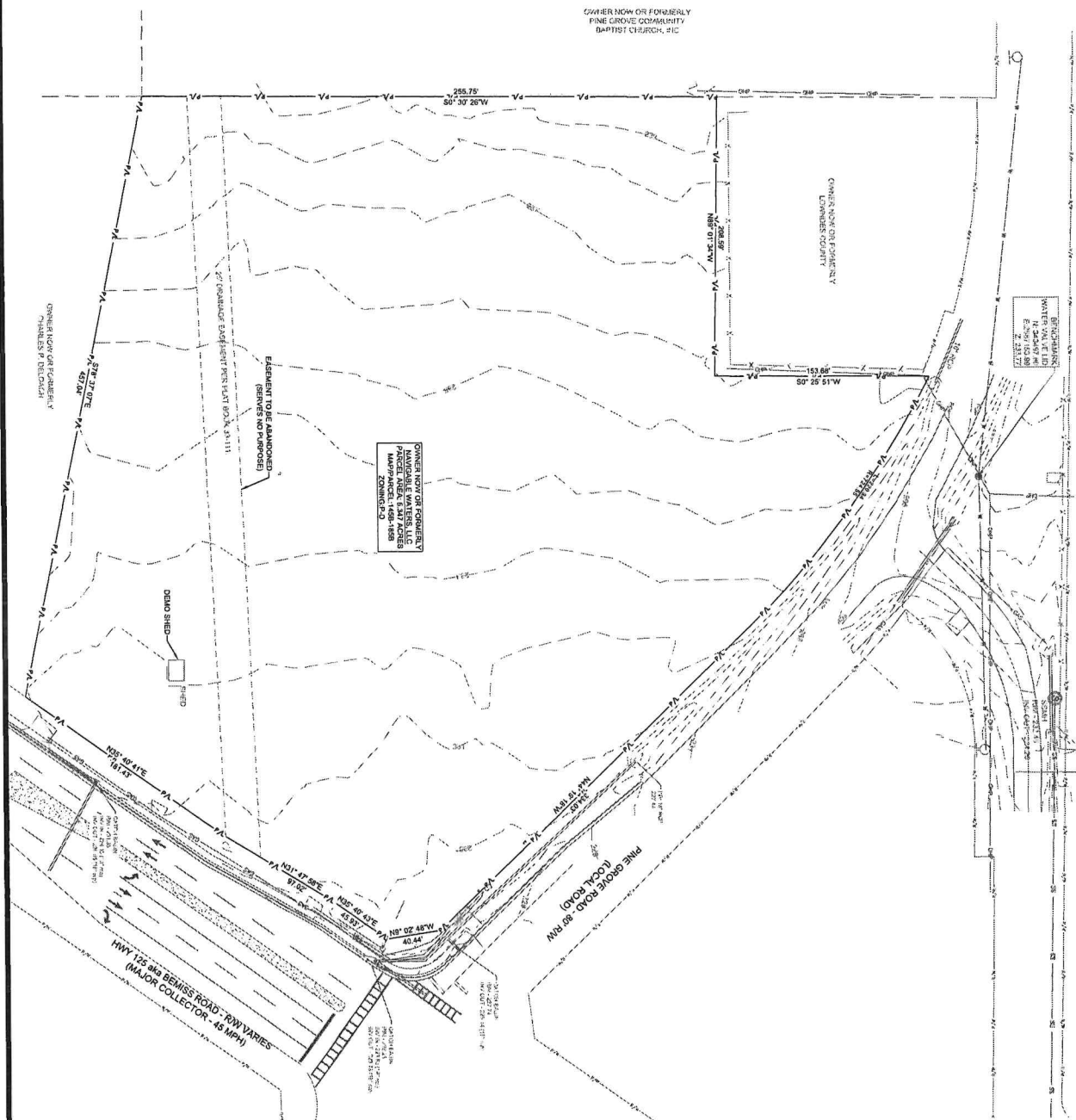
Sincerely,



Jackson R. Langdale

JRL:bt

Enclosure



C-1.1

EXISTING  
PLAN



IF YOU DIG GEORGIA...  
CALL US FIRST!  
UTILITIES PROTECTION CENTER  
IT'S THE LAW  
www.gapc.com

**PINE GROVE TOWNHOMES**  
FOR  
**NAVIGABLE WATERS, LLC**  
LOWNEE COUNTY, GA

**PACE**  
CIVIL ENGINEERS - GENERAL CONTRACTORS  
4560-F Valnorth Drive  
Valdosta, GA 31602  
(228) 292-0756  
mail@helps-companies.com



After recording, please return to:  
Dover Miller Karras Langdale & Brantly, P.C.  
701 North Patterson Street  
Valdosta, Georgia 31601  
File No. 0718834

QUIT-CLAIM DEED

STATE OF GEORGIA,  
COUNTY OF LOWNDES

THIS INDENTURE is made as of the 9<sup>th</sup> day of December, 2025, between **LOWNDES COUNTY, GEORGIA**, as party of the first part, hereinafter called Grantor, and **NAVIGABLE WATERS, LLC**, a Georgia limited liability company, as party of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors, administrators, and assigns and the singular or plural number and proper gender where the context requires or permits).

WITNESSETH: That Grantor does by these presents quit-claim to Grantee all the right, title, interest, claim, or demand which the Grantor has or may have had in and to the following described real property, to wit:

See Exhibit "A"

**The sole purpose of this quit-claim deed is to confirm that Grantor has not heretofore had or claimed, and does not now have or claim, any interest in said described property, including any interest in that "25' DRAINAGE EASEMENT" depicted on that Plat of Survey for Nijem and Nijem, A Partnership, dated September 15, 1988, and recorded in Plat Book 33 at page 111 of the Lowndes County, Georgia public records.**

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, improvements and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit, and behoof of the said Grantee forever so that neither Grantor nor anyone claiming under Grantor shall have, claim, or demand any right, title, or interest in said property.

IN WITNESS WHEREOF, the Grantor has signed and sealed this deed the day and year above written.

**LOWNDES COUNTY, GEORGIA**

\_\_\_\_\_  
Bill Slaughter  
Chair

Signed, sealed, and delivered in the  
presence of:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Notary Public

### Exhibit "A"

All that tract or parcel of land situate lying and being located in Land Lot 145 of the 11th Land District, Lowndes County, Georgia, containing 6.343 acres and being more particularly described as follows: For a POINT OF BEGINNING, begin at a point located at the intersection of the northwesterly r/w margin of Bemiss Road (said road having a variable r/w) with the southerly r/w margin of Pine Grove Road (said road having a r/w of 78.74 feet) at the southerly end of the mitered intersection; thence proceed along said westerly r/w margin of Bemiss Road south 35 degrees 39 minutes 28 seconds west for a distance of 45.93 feet to a point; thence continue along said r/w margin south 31 degrees 46 minutes 43 seconds west for a distance of 97.02 feet to a point; thence continue along said r/w margin south 35 degrees 39 minutes 26 seconds west for a distance of 181.43 feet to an iron pin; thence proceed north 78 degrees 38 minutes 22 seconds west for a distance of 457.04 feet to a 1/2" iron pin; thence proceed north 00 degrees 29 minutes 11 seconds east for a distance of 171.05 feet to a 1/2" iron pin; thence proceed north 00 degrees 29 minutes 11 seconds east a distance of 255.75 feet to a 1/2" iron pin; thence proceed south 89 degrees 02 minutes 49 seconds east for a distance of 208.59 feet to a 1/2" iron pin; thence proceed north 00 degrees 28 minutes 37 seconds east for a distance of 154.65 feet to a point located on the southerly r/w of Pine Grove Road; thence proceed along said r/w margin along the arc of a clockwise curve for a distance of 217.51 feet (said curve having a radius of 551.18 feet and being subtended by a chord having a bearing of south 55 degrees 38 minutes 53 seconds east for a distance of 216.10 feet) to a point; thence continue along said r/w margin south 44 degrees 20 minutes 33 seconds east for a distance of 334.03 feet to a point; thence continue along said r/w margin south 09 degrees 04 minutes 03 seconds east for a distance of 40.44 feet to THE POINT OF BEGINNING.



LOWNDES COUNTY BOARD OF COMMISSIONERS  
COMMISSION AGENDA ITEM

SUBJECT: Adoption of 2027 Budget Calendar

DATE OF MEETING: December 9, 2025

Work  
Session/Regular  
Session

BUDGET IMPACT:

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: Adoption of the 2027 Budget Calendar

HISTORY, FACTS AND ISSUES: Attached for your review is the proposed budget calendar for Fiscal Year 2027. Preparations have already begun and packages have already been sent to departments and outside agencies. The calendar is a guideline for the process and milestones leading up to adoption of the final budget in June. The final budget must be approved by June 30, 2026 by the Board of Commissioners.

OPTIONS: 1. Adopt the Fiscal Year 2027 Budget Calendar.  
2. Board's Pleasure

RECOMMENDED ACTION: Adopt

DEPARTMENT: Finance

DEPARTMENT HEAD: Stephanie Black

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

**Budget Calendar**  
**Fiscal Year 2026 - 2027**

Personnel Requests Forms Sent to Elected Officials and Department Heads	12/01/25
---	----------

Manager's Budget Letter to Elected Officials, Department Heads and Outside Agencies	12/01/25
---	----------

Finance Issues Budget Packages Electronically to Elected Officials, Department Heads and Outside Agencies	12/01/25
---	----------

Finance Offers Preliminary Budget Meetings to Answer Questions Regarding Completion of Budget Packages	January 2026
--	--------------

Personnel Requests Including New Positions and Upgrades Due to Human Resources	01/16/26
--	----------

Human Resources Determines the Cost of Any Personnel Requests	02/20/26
---	----------

Packages Due Back to Finance	02/20/26
------------------------------	----------

Commission Planning Retreat	March 2026
-----------------------------	------------

Finance Enters All Requests into the Budgeting Software and Clarifies Any Requests	02/27/26
--	----------

Human Resources Prepares a Payroll Budget Based on Position Requests and Direction from the Board	03/02/26
---	----------

Finance Makes the Initial Revenue Projections	03/06/26
---	----------

Budget Committee Meets With All Elected Officials, Department Heads and Outside Agencies to Discuss Their Budgets	March - April 2026
---	--------------------

Budget Committee Finalizes Budget Recommendations	05/01/26
---	----------

Board of Commissioners Hold Work Sessions to Review the Proposed Budgets and Make Recommendations	05/01/26
---	----------

Public Hearing on the Budget	06/09/26
------------------------------	----------

Adoption of the Budget	06/23/26
------------------------	----------

LOWNDES COUNTY BOARD OF COMMISSIONERS  
COMMISSION AGENDA ITEM

SUBJECT: 2026 Public Defender Contracts

DATE OF MEETING: December 9, 2025

Work  
Session/Regular  
Session

BUDGET IMPACT:

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: 2026 Public Defender Contracts

HISTORY, FACTS AND ISSUES: The attached contract for 2026CY ongoing public defender services and 2026CY administration of operating expenses contract for the Valdosta office are the same as have been presented annually for several years with no changes.

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

RECOMMENDED ACTION: Approve

DEPARTMENT: Public Defender

DEPARTMENT HEAD: Wade Krueger

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

**AMENDMENT TO THE INDIGENT DEFENSE SERVICES  
AGREEMENT AMONG THE CIRCUIT PUBLIC DEFENDER OFFICE OF THE  
SOUTHERN JUDICIAL CIRCUIT AND THE GOVERNING AUTHORITIES OF  
BROOKS, COLQUITT, ECHOLS, LOWNDES, AND THOMAS COUNTIES**

**THE AGREEMENT** entered on January 31, 2007, among the Circuit Public Defender Office of the Southern Judicial Circuit (herein referred to as "the Public Defender Office"), the governing authority of Brooks County, a body politic and a subdivision of the State of Georgia (herein referred to as "Brooks County"), the governing authority of Colquitt County, a body politic and a subdivision of the State of Georgia (herein referred to as "Colquitt County"), the governing authority of Echols County, a body politic and a subdivision of the State of Georgia (herein referred to as "Echols County"), the governing authority of Lowndes County, a body politic and a subdivision of the State of Georgia (herein referred to as "Lowndes County"), and the governing authority of Thomas County, a body politic and a subdivision of the State of Georgia (herein referred to as "Thomas County"), is hereby amended pursuant to Section 6.06 of the agreement by striking in its entirety Section 6.01 relating to Term of the agreement and inserting in lieu thereof the following:

**Section 6.01 Term.** The term of this agreement is 1 year beginning January 1, 2026 and ending December 31, 2026. This agreement may be renewed by the Public Defender Office by providing written notice to each of the county representatives designated in Section 6.05 within 30 days prior to the expiration of the agreement in accordance with Section 6.06. This agreement may also be renewed when the annual budget has been agreed to by all parties. Notice of the renewal will be sent by the Public Defender to the representatives of the parties identified in Section 6.05.

In addition, the parties to this agreement acknowledge and consent to the continued rollover of the county's surplus sent to the GPDC in calendar year 2025, if any, from the previous calendar year budgets to be retained on behalf of the Public Defender Program for FY 2025-2026. These funds are specific to personnel and operating expenses for the Valdosta office from Lowndes, Brooks and Echols Counties and the personnel budget from Colquitt and Thomas Counties.

**IN WITNESS WHEREOF**, the parties have each here unto affixed their signatures.

ATTEST:

LOWNDES COUNTY

\_\_\_\_\_  
Belinda C. Lovern  
County Clerk

BY: \_\_\_\_\_  
Bill Slaughter, Chairman  
Board of Commissioners

\_\_\_\_\_  
Date

# AMENDMENT TO THE GEORGIA INDIGENT DEFENSE SERVICES AGREEMENT FOR THE ADMINISTRATION OF OPERATING EXPENSES

**THE AGREEMENT** entered on the 31<sup>st</sup> day of January, 2011, among the Georgia Public Defender Standards Council, now revised to the Georgia Public Defender Council (herein referred to as “**GPDC**”), the Circuit Public Defender Office of the Southern Judicial Circuit (herein referred to as “the **Public Defender Office**”), the governing authority of Brooks County, a body politic and a subdivision of the State of Georgia (herein referred to as “**Brooks County**”), the governing authority of Echols County, a body politic and a subdivision of the State of Georgia (herein referred to as “**Echols County**”), and the governing authority of Lowndes County, a body politic and a subdivision of the State of Georgia (herein referred to as “**Lowndes County**”), Brooks, Echols and Lowndes Counties are herein referred to collectively as “the **Counties**,” is hereby amended pursuant to Section 2.01 of the agreement by striking in its entirety Section 2.01 relating to Term of the agreement and inserting in lieu thereof the following:

**Section 2:01 Term.** The term of this agreement is 1 year beginning January 1, 2026 and ending December 31, 2026. This agreement may be renewed when the annual budget has been agreed to by all parties.

**IN WITNESS WHEREOF**, the parties have each here unto affixed their signatures.

ATTEST:

Circuit Public Defender  
Southern Judicial Circuit

\_\_\_\_\_

BY:

\_\_\_\_\_  
Wade Krueger  
Circuit Public Defender

\_\_\_\_\_  
Date

ATTEST:

Georgia Public Defender Council

\_\_\_\_\_

BY:

\_\_\_\_\_  
Omotayo B. Alli  
Executive Director

\_\_\_\_\_  
Date



ATTEST:

LOWNDES COUNTY

\_\_\_\_\_  
Belinda C. Lovern  
County Clerk

BY: \_\_\_\_\_  
Bill Slaughter, Chairman  
Board of Commissioners

\_\_\_\_\_  
Date

LOWNDES COUNTY BOARD OF COMMISSIONERS  
COMMISSION AGENDA ITEM

SUBJECT: 2026 ACCG Workers' Compensation Insurance Renewal

DATE OF MEETING: December 9, 2025

Work  
Session/Regular  
Session

BUDGET IMPACT: \$280,452.00

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: Approve 2026 ACCG Workers' Compensation Insurance Renewal

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HISTORY, FACTS AND ISSUES: Lowndes County participates in the ACCG-GSIWCF (Group Self Insurance Workers' Compensation Fund) Insurance Program. This non-profit program began with 11 counties on July 1, 1982, with Lowndes County joining on July 22, 1982. The program has now grown to 166 counties and authorities throughout the State of Georgia. The ACCG-GSIWCF Board of Trustees has recently approved an overall 11.4% rate decrease for 2026.

The 2026 renewal premium for Lowndes County is \$301,680.00. However, due to a dividend credit of \$21,228.00, the total premium due is \$280,452.00. It should also be noted that Lowndes County's Safety/Loss Control Program has also contributed to a 7.5% reduction on our premium, which is equal to a savings of \$24,461.00.

OPTIONS: 1. Approve 2026 ACCG Workers' Compensation Insurance Renewal  
2. Board's Pleasure

RECOMMENDED ACTION: Board's Pleasure

DEPARTMENT: Human Resources

DEPARTMENT HEAD: Kevin Beals

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:



# GROUP SELF-INSURANCE WORKERS' COMPENSATION FUND 2026 ESTIMATED CONTRIBUTION INVOICE

**PLEASE MAKE CHECK PAYABLE TO THE ACCG-GSIWCF.  
MAIL PAYMENT AND ONE COPY OF INVOICE TO:**

**Truist Trust Dept – Income Processing 1  
ACCG – GSIWCF #0384  
P.O. Box 896741  
Charlotte, NC 28289-6741**

Lowndes County  
PO Box 1349  
Valdosta, GA 31602

MEMBER.: 3905  
INVOICE NO.: 1-3905-2026  
AMOUNT: \$280,452  
DUE DATE: 1/1/2026

INSURANCE DESCRIPTION		DEPARTMENT	
<b>WORKERS' COMPENSATION</b>		<b>ACCG INSURANCE &amp; RISK MANAGEMENT SERVICES</b>	
COVERAGE PERIOD		DESCRIPTION	AMOUNT DUE
EFFECTIVE	EXPIRATION		
1/1/2026	1/1/2027	<b>ACCG - GROUP SELF-INSURANCE WORKERS' COMPENSATION FUND</b>  <b>FUND DATES FROM 1/1/2026 TO 1/1/2027</b>  <b>DEDUCTIBLE PROGRAM: \$250,000</b>  <b>2026 ESTIMATED CONTRIBUTION</b> <b>2026 DIVIDEND CONTRIBUTION CREDIT</b>	<b>\$301,680</b> <b>(\$21,228)</b>
<b>AMOUNT DUE ACCG</b>			<b>\$280,452</b>

The ACCG-GSIWCF is non-profit and member-owned. Prompt payment of your contribution is necessary to keep the cost of coverage down for all members. A finance charge of 7% annual, pro-rated daily interest will be assessed on any contributions over 30 days past due. Should you have any questions about this invoice, please call Lisa Wood at ACCG at (404) 589-7874 or (404) 308-5760.

**WE APPRECIATE YOUR PARTICIPATION IN THE  
ACCG - GROUP SELF-INSURANCE WORKERS' COMPENSATION FUND**

Date: 12/1/2025

**ASSOCIATION COUNTY COMMISSIONERS OF GEORGIA  
GROUP SELF-INSURANCE WORKERS' COMPENSATION FUND  
ESTIMATED CONTRIBUTION STATEMENT  
1/1/2026 TO 1/1/2027**

Lowndes County

**MEMBER NO. 3905**

<u>CODE</u>	<u>CLASSIFICATION</u>	<u>RATE</u>	<u>ESTIMATED PAYROLL</u>	<u>ESTIMATED CONTRIBUTION</u>
5506	STREET OR ROAD CONSTRUCTION	6.59	\$2,182,352	\$143,817
7520	WATERWORKS OPERATIONS & DRIVERS	3.07	\$1,550,658	\$47,605
7710	FIREFIGHTERS & DRIVERS - PAID	2.59	\$3,812,823	\$98,752
7720	POLICE OFFICERS & DRIVERS	3.26	\$13,164,783	\$429,172
8380	AUTO REPAIR SHOP & DRIVERS	1.98	\$588,563	\$11,654
8810	CLERICAL	0.27	\$12,374,315	\$33,411
8831	HOSPITAL - VETERINARY & DRIVERS	0.96	\$827,720	\$7,946
9015	BUILDINGS NOC OPERATIONS BY OWNER	4.48	\$838,597	\$37,569
9102	PARK MAINTENANCE	2.66	\$94,012	\$2,501
9410	MUNICIPAL EMPLOYEES	2.52	\$2,947,864	\$74,286
7711	FIREFIGHTERS & DRIVERS - VOLUNTEERS	2.59	\$3,832	\$99
			<b>\$38,385,519</b>	<b>\$886,812</b>

EXPERIENCE MODIFICATION	1.3700	x	1.3700
VOLUME DISCOUNT	-21.00%	x	0.7900
SAFETY DISCOUNT	-0.075		0.925
SCHEDULED MODIFIER	-10.00%	x	0.9000
			\$799,030

ESTIMATED LARGE DEDUCTIBLE CONTRIBUTION	\$250,000 DEDUCTIBLE	\$301,680
2026 DIVIDEND		(\$21,228)

<b>2026 ESTIMATED CONTRIBUTION DUE 1/1/2026</b>	<b>\$280,452</b>
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THE ANNUAL CONTRIBUTION IS DUE ON 1/1/2026. PROMPT PAYMENT OF THE CONTRIBUTION IS NECESSARY TO KEEP THE COST OF COVERAGE DOWN FOR ALL MEMBERS. A FINANCE CHARGE OF 7% ANNUAL PRO-RATED DAILY INTEREST WILL BE ASSESSED ON ANY CONTRIBUTIONS NOT RECEIVED WHEN DUE.

<p><b>CONGRATULATIONS ON MEETING THE REQUIREMENTS FOR THE SAFETY DISCOUNT PROGRAM FOR 2026.</b>  <b>YOUR EFFORTS HAVE RESULTED IN A 7.5% REDUCTION ON YOUR 2026 PREMIUM OR A SAVINGS OF:</b>  <b>\$24,461</b></p>
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Date: 12/1/2025



191 Peachtree Street  
Suite 700  
Atlanta, Georgia 30303  
p 800.858.2224  
fx 404.522.1897  
[accg.org](http://accg.org)

## MEMORANDUM

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TO: Members of the ACCG Workers' Compensation Program

FROM: Ashley Abercrombie, CPCU, Director of Property & Casualty Programs

DATE: December 1, 2025

SUBJECT: 2026 Workers' Compensation Renewal and Dividend Distribution

**Thank you for your continued support of the ACCG member-owned insurance programs.** Enclosed is the 2026 invoice, an Evidence of Coverage, and supporting documentation for renewal in the Association County Commissioners of Georgia - Group Self-Insurance Workers' Compensation Fund (ACCG-GSIWCF).

**The ACCG-GSIWCF continues to be financially strong, supplying stable workers' compensation coverage in a cost-effective manner** to 166 Georgia counties and authorities. This non-profit program has provided quality service at affordable prices since 1982, when Georgia county representatives asked the legislature for a group self-insurance alternative due to the rising cost of commercial insurance.

**Rates have decreased by 49.1% over the last ten years due to improvements in the members' overall loss experience. Due to a significant increase in payrolls and stable claims and operating costs, the ACCG-GSIWCF Board of Trustees recently approved an overall 11.4% rate decrease for 2026.** Each member is individually rated and may receive an increase or a decrease, based on their specific payroll, claims history, and other factors.

**The ACCG-GSIWCF Board also voted to return a dividend in the amount of \$4.5 million** to those members who were in the Fund in fiscal years 1998 to 2016, the years from which the surplus is returned. **The dividend will be credited to the 2026 billed premiums, reducing the members' premiums by an average of 14%.** Unlike commercial insurers, which would retain any underwriting or investment income, the Fund regularly returns such income to the membership in the form of dividends, which reduces the overall cost for workers' compensation coverage. **Inclusive of this dividend, the Fund has returned over \$132 million in dividends since its inception.**

When risk pools such as ACCG-GSIWCF experience lower-than-expected losses and/or favorable financial performance, excess funds can be distributed back to members. This encourages risk management and provides financial benefits to the membership. **Please see the enclosed report showing your organization's Cash Returns, Employee Safety Grants, the Law Enforcement Driving Grant, and Dividend Credits, where applicable.**

**Protecting Georgia's Counties.**

**If you see a change from the 2025 estimated premium, it could be due to one or more of the following factors:**

- **Change in Employees/Payroll** – Workers' compensation premium is based on your organization's payroll, so a change in payroll affects premium. (Your initial invoice is based upon the estimated annual payroll submitted. ACCG will conduct an audit after the term expires and send you an invoice/refund based on the actual, audited payroll.)
- **Adjustments in Rates/Payroll** – While the overall rates decreased 11.4%, some individual class code rates were adjusted more or less than others based on the claims experience in the related occupations. If your organization has changes in payroll within class codes that had substantive rate adjustments, that will impact your premium.
- **Change in Experience Modification** – As is standard in the insurance industry, an experience modifier is calculated annually for each member and is used in the premium calculation. This modifier provides equity in pricing because it predicts the member's future losses based on their 3-year claims history, not including the current year. Some members have an increase in premium because their actual losses for that 3-year period are more than expected based on their payroll by class code. Other members have a reduced premium because their actual losses are less than expected. **Your workers' compensation claims or lack thereof has a direct impact on your future premiums, so it is extremely important to implement and maintain an effective safety program.**
- **Change in Safety Discount** – You have the ability to reduce your workers' compensation premium by earning the 7.5% Safety Discount. Most members earned the discount for 2026 by meeting the requirements in 2025. ***Not only does the discount lower your organization's future premium and make it eligible for the 2026 Employee Safety Grant Program, but most importantly, it may also prevent serious injury or save the life of an employee or volunteer!*** Again, premiums are affected by your claims experience, so preventing claims should result in lower premiums in future years.

Safety should be supported by management and encouraged among all employees. In the short term, please contact Local Government Risk Management Services (LGRMS) at 800-650-3120 if you need help establishing or improving your safety program. LGRMS has extensive resources available at no additional charge - online, onsite, regionally, and through periodicals. More information will come on ACCG Risk Control soon!

If you have any questions about your 2026 premium, please call me or Matt Autry at 404-522-5022. On behalf of the ACCG-GSIWCF Board of Trustees and the ACCG team, we express our appreciation for your continued support of the ACCG Insurance Programs. The success of the ACCG-GSIWCF is directly attributable to your organization's long-term commitment to the program.



**ASSOCIATION COUNTY COMMISSIONERS OF GEORGIA**  
**Group Self-Insurance Workers' Compensation Fund**  
**BALANCE SHEET**  
**30 September 2025**  
**ADMITTED ASSETS**

Bonds, amortized cost	\$201,009,939
Stocks, market value	85,767,471
Investment in County Re Limited	1,975,241
Cash and short-term investments	<u>15,966,181</u>
Total cash and invested assets	<b>304,718,832</b>
Contribution receivable	170,660
Pending trade receivable	4,779,213
Deductible receivable	723,791
Reinsurance recoverables on paid claims	326,047
Accrued interest and dividends receivable	1,962,265
Other Assets	<u>37,944</u>
<b>Total admitted assets</b>	<b><u>\$312,718,752</u></b>

**RESERVES, LIABILITIES AND MEMBERS' FUND BALANCE**

Open claims reserves	\$27,973,115
Incurred but not reported claims reserves (IBNR)	47,972,010
Unallocated loss adjustment expenses (ULAE)	5,787,765
Unearned contributions	7,371,285
Advanced funding	827,199
Pending trade payables	6,882,338
Accrued expenses and payables	<u>1,473,056</u>
<b>Total reserves and liabilities</b>	<b>98,286,768</b>

**MEMBERS' STATUTORY FUND BALANCE**

Statutory surplus	200,000
Reserve for security deposit	3,527,061
Reserve for extraordinary loss	4,086,645
Safety grants	1,608,305
GA Sheriffs' loss control grant reserves	115,912
Net unrealized gain	54,160,140
Undesignated members' fund balance	<u>150,733,921</u>
Total members' fund balance	<u>214,431,984</u>
<b>Total reserves, liabilities and members' fund balance</b>	<b><u>\$312,718,752</u></b>

LOWNDES COUNTY BOARD OF COMMISSIONERS  
COMMISSION AGENDA ITEM

SUBJECT: 2026 Stop Loss Insurance Coverage Renewal

DATE OF MEETING: December 9, 2025

Work  
Session/Regular  
Session

BUDGET IMPACT: \$1,929,379.00

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: Approve Stop Loss Insurance Coverage through Swiss Re for the 2026 Plan Year

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HISTORY, FACTS AND ISSUES: The Lowndes County Health Benefit Plan is a self-funded program that is administered through Allied Benefits (third party administrator) using the Blue Cross Blue Shield Network of Georgia (Anthem). Stop loss insurance is a form of excess risk coverage that provides protection for Lowndes County against a high claim on any one individual.

EPIC Brokers & Consultants represents Lowndes County as our Health Insurance Broker. Each year EPIC markets the County's Stop Loss Insurance Coverage in an effort to capture the best available rates for the employee health benefit plan. Marketing results indicated that Swiss Re is currently offering the lowest available rates for the upcoming 2026 plan year.

OPTIONS: 1. Approve Stop Loss Insurance Coverage through Swiss Re with a "Spec Coverage" level of \$150,000.00 for the 2026 plan year.  
2. Board's Pleasure

RECOMMENDED ACTION: Board's Pleasure

DEPARTMENT: Human Resources

DEPARTMENT HEAD: Kevin Beals

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:



**Lowndes County BOC**  
**Self-Insured Health Benefits - Stop Loss Cost Analysis**  
**Effective January 01, 2026**  
 Current, Renewal and Alternatives

	Current (2025) Year	Renewal (2026) Year	Alternative (2026) Year	Alternative (2026)	Alternative (2026)
	HM	HM	HM	Swiss Re	Swiss Re
	Firm	Firm	Firm	Firm	Firm
ENROLLMENT					
Single	324	324	324	324	324
Family	304	304	304	304	304
<b>Total Enrolled Employees + Retirees</b>	<b>628</b>	<b>628</b>	<b>628</b>	<b>628</b>	<b>628</b>
SPECIFIC & AGGREGATE STOPLOSS					
Specific Level	\$135,000	\$135,000	\$150,000	\$135,000	<b>\$150,000</b>
Contract Type	48/12	60/12	60/12	36/12	36/12
Annual/Lifetime Maximum	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
Benefits Covered	Medical & Rx	Medical & Rx	Medical & Rx	Medical & Rx	Medical & Rx
Monthly Premium: Single	\$117.75	\$176.29	\$160.85	\$160.67	\$145.87
Monthly Premium: Employee + Spouse					
Monthly Premium: Employee + Child(ren)	\$327.25	\$491.20	\$452.80	\$409.70	\$373.42
Monthly Premium: Family					
<b>Specific Estimated Annual Cost</b>	<b>\$1,651,620</b>	<b>\$2,477,313</b>	<b>\$2,277,199</b>	<b>\$2,119,271</b>	<b>\$1,929,379</b>
Aggregate Attachment Point	125%	125%	125%	125%	125%
Contract Type	48/12	60/12	60/12	36/12	36/12
Contract Maximum	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
Benefits Covered	Medical & Rx	Medical & Rx	Medical & Rx	Medical & Rx	Medical & Rx
Monthly Aggregate Premium	\$3.32	\$3.57	\$3.66	\$4.20	\$4.33
<b>Aggregate Estimated Annual Cost</b>	<b>\$25,020</b>	<b>\$26,904</b>	<b>\$27,582</b>	<b>\$31,651</b>	<b>\$32,631</b>
STOPLOSS TOTAL					
<b>Combined Spec/Agg Estimated Total Annual Cost</b>	<b>\$1,676,640</b>	<b>\$2,504,217</b>	<b>\$2,304,781</b>	<b>\$2,150,922</b>	<b>\$1,962,010</b>
<b>Percentage Change from 2025</b>		<b>49.36%</b>	<b>37.46%</b>	<b>28.29%</b>	<b>17.02%</b>
<b>Dollar Change from 2025</b>		<b>\$827,577</b>	<b>\$628,141</b>	<b>\$474,282</b>	<b>\$285,370</b>
Attachment Point - Single	\$809.25	\$898.56	\$908.44	\$791.91	\$820.58
Attachment Point - Family	\$1,942.21	\$2,156.53	\$2,180.25	\$2,180.91	\$2,258.23
<b>Estimated Annual Attachment Point</b>	<b>\$10,231,546</b>	<b>\$11,360,623</b>	<b>\$11,485,567</b>	<b>\$11,034,906</b>	<b>\$11,428,438</b>
<b>ANNUAL MAXIMUM PLAN COST</b>	<b>\$11,908,186</b>	<b>\$13,864,839</b>	<b>\$13,790,348</b>	<b>\$13,185,828</b>	<b>\$13,390,448</b>
<b>Percentage Change from 2025</b>		<b>16.43%</b>	<b>15.81%</b>	<b>10.73%</b>	<b>12.45%</b>
<b>Dollar Change from 2025</b>		<b>\$1,956,654</b>	<b>\$1,882,162</b>	<b>\$1,277,642</b>	<b>\$1,482,262</b>

Footnotes:

1. Illustrative Stop Loss quotes are subject to further underwriting based on updated claims.
2. Prior year headcounts adjusted to current for total premium comparisons.

LOWNDES COUNTY BOARD OF COMMISSIONERS  
COMMISSION AGENDA ITEM

SUBJECT: Enhancement and Innovation/Law Enforcement Grant

DATE OF MEETING: December 9, 2025

Work  
Session/Regular  
Session

BUDGET IMPACT: Less than or equal to \$2,828.00

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: Acceptance of Expected Enhancement and Innovation/Law Enforcement Grant Juv. Acct. Court

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HISTORY, FACTS AND ISSUES: Match funding requested for EXPECTED enhancement and innovation grant award not to exceed \$2,828.

**1. Law Enforcement Officer Grant - \$3,000**

This request covers continued funding for field supervision services through the Lowndes County Sheriff's Office. No county match is required, so there is no anticipated impact on the county budget.

**2. Enhancement and Innovation Grant**

This application includes:

- \$3,600 to continue and expand contracted case-management services
- \$12,870 for laboratory-based drug testing
- \$2,383 for onsite instant screening devices

The total request is **\$18,853**. Based on the standard **15% match requirement**, the county's match—if the full amount is awarded—would be **\$2,828**. The match will not exceed this amount.

I plan to use the match funds to purchase additional drug testing supplies to support participant monitoring and program compliance.

If the Board prefers, I am also able to request a match waiver from CACJ.

Note: Final award TBD

OPTIONS: 1. Approve  
2. Board's Pleasure

RECOMMENDED ACTION: Board's Pleasure

DEPARTMENT: Juvenile Accountability Court

DEPARTMENT HEAD: Geoffrey Martin

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

Form Name: FY'26 Enhancement and Innovative Application  
Submission Time: September 26, 2025 2:46 pm  
Browser: Chrome 140.0.0.0 / OS X  
IP Address: 24.170.201.100  
Unique ID: 1384447003  
Location:

<b>Court or Agency Name</b>	Lowndes County Juvenile Accountability Court
<b>Point of Contact</b>	Geoffrey Martin
<b>Contact Number</b>	2294748739
<b>Address</b>	327 N Ashley St Valdosta, GA 31601
<b>Email</b>	gpm@accountabilitycourt.org
<b>Name of Accountability Court(s) and Grant Number(s)</b>	Lowndes County Juvenile Accountability Court AW-ACFP-26-425-120
<b>Check all that apply</b>	Juvenile Court
<b>Name of Judicial Circuit</b>	Southern Judicial Circuit
<b>Project Description</b>	<p>Applicant: Lowndes County Juvenile Accountability Court Agency Type: Juvenile Drug Court Founded: September 2020 Geographic Area: Lowndes County, Georgia (Southern Judicial Circuit) Target Population: Youth participants (ages 13-17) enrolled in the Juvenile Accountability Court program Estimated Number Served (Grant Period): 15-20 active participants (January 1, 2026 - June 30, 2026)</p> <p>The Lowndes County Juvenile Accountability Court (LCJAC) serves juveniles ages 13-17 who have been adjudicated delinquent and assessed at moderate to high risk levels for re-offending. These youth often present with multiple criminogenic needs, including substance use, negative peer associations, poor academic engagement, and family instability.</p>



## Needs Statement

LCJAC serves justice-involved youth (ages 13-17) in Lowndes County. During Jan 1-Jun 30, 2026, the program expects ~10 youth active at any given time (total served 15-20 due to entries/exits). Two local operational gaps limit LCJAC's ability to meet supervision and monitoring expectations: (1) insufficient case-management capacity and (2) inadequate, dedicated drug-testing resources.

### Case Management Services (gap)

From July-December 2025, LCJAC used \$2,100 in local match at \$15/hour ( $\approx$  140 hours) to purchase limited case-management coverage. Those funds will be fully expended by Dec 31, 2025, shifting coordination tasks (school/treatment contacts, parent engagement, reminders, transportation/problem-solving, and court preparation) back to the single coordinator. With ~10 active youth, the absence of dedicated hours reduces timely follow-up on violations, slows referrals, and increases the risk that minor issues escalate between hearings. To close this gap, LCJAC seeks \$3,600 to secure ~40 hours per month of case management through June 30, 2026 ( $\approx$  240 hours total) to maintain weekly touchpoints, support drug screening logistics, and enable rapid responses to school/treatment concerns.

### 2) Drug Testing Supplies (gap)

LCJAC is sharing testing supplies with other programs in the circuit and must secure dedicated onsite supplies. The FY26 operating grant includes no funding for drug-testing supplies. Program standards require two tests per week for approximately 10 active participants, totaling 520 tests over the 26-week period. Contracted lab services requested with this grant will provide one test per participant per week (260 tests total), leaving 260 tests to be completed onsite. Planned LCJAC purchases-250 sixteen-panel urine cups (\$1,312.50) and 200 twelve-panel oral-fluid screens (\$1,110.00), with shipping covered by match-will provide 450 onsite tests, fully covering the onsite requirement and creating a buffer of ~190 onsite tests. This ensures capacity for invalid/adulterated collections, rescheduled windows, and mid-period admissions without interruptions.

### 3) Laboratory Services (need and rationale)

In addition to onsite supplies, laboratory testing services are necessary to reliably maintain twice-weekly screening. Lab capacity addresses common juvenile barriers-parent/guardian availability, transportation, and scheduling constraints-that can otherwise prevent timely onsite collections. Lab testing also provides confirmations when results are disputed or observed

urine collections are not feasible. This combined lab + onsite approach is the most practical way for LCJAC to meet the required testing frequency for the local caseload while reducing burdens on families and court staff and maintaining consistent monitoring of participant substance use or abstinence.

## **Project Goals**

Goal 1 - Maintain required testing frequency (behavior/condition)  
Objective. Ensure each active participant is tested twice per week throughout the project period using a combined lab + onsite approach.

Performance indicators.

Testing schedules reflect 2 tests per active youth per week, with exceptions documented.

Missed tests (without approved reason) are made up as soon as feasible.

Monitoring. Onsite logs, lab reports, and CaseWorx entries are reviewed on an ongoing basis, with discrepancies addressed as they arise.

Goal 2 - Strengthen case-management engagement (skills/behaviors)

Objective. Provide regular, meaningful case-management contact for each youth to support testing logistics, treatment participation, and school coordination.

Performance indicators.

Each youth has documented CM contacts throughout participation (in-person/phone/virtual).

Follow-up after testing/treatment issues is documented within 2 business days.

Monitoring. CaseWorx notes are monitored continuously; supervisors spot-check records and resolve gaps promptly.

Goal 3 - Improve treatment engagement (attitudes/behaviors)

Objective. Support consistent participation in scheduled group and individual treatment through reminders and coordination.

Performance indicators.

Attendance is tracked and reasons for misses are documented.

Missed sessions are rescheduled within 7 calendar days when possible.

Monitoring. Provider attendance and CaseWorx records are reconciled on an ongoing basis; barriers are addressed immediately.

Goal 4 - Data quality & timeliness (skills/behaviors)

Objective. Maintain complete and timely entry for all testing and CM

activities.

Performance indicators.

Testing events and CM contacts are entered in CaseWorx within 72 hours.

Reconciliation confirms alignment between onsite logs and lab reports; chain-of-custody is complete for all lab shipments.

Monitoring. CaseWorx exports, lab reports, and QA checklists are reviewed continuously, with corrections made in real time.

#### How These Goals Meet the Local Need

LCJAC's youth (ages 13-17) face practical barriers-parent/guardian availability, transportation, and shifting schedules-that make consistent testing, treatment, and school coordination difficult. At the same time, the court's FY26 operating grant does not include drug-testing supplies, and current sharing across programs will need to be addressed. The approved case-management match is exhausted by December 2025, leaving a capacity gap that would fall back on a single coordinator. The project goals directly target these local conditions:

Maintain required testing frequency (Goal 1): The lab-plus-onsite model sustains twice-weekly testing for ~10 active youth providing reliable, timely information about substance use/abstinence and enabling responses.

Strengthen case-management engagement (Goal 2): Dedicated CM hours convert into regular, meaningful contacts with youth and caregivers, resolving logistics (reminders, transportation problem-solving, school/treatment coordination) in real time. This reduces missed tests/sessions and prevents small issues from escalating between hearings.

Improve treatment engagement (Goal 3): Focused CM support and scheduling help stabilize participation in group and individual services. This promotes changes in attitudes and skills (readiness for change, coping strategies), and behaviors (showing up, completing assignments), improving short-term outcomes for youth and families in Lowndes County.

Data quality & timeliness (Goal 4): Ongoing, accurate entry and reconciliation of testing and CM activity give the court team current, trustworthy information for decisions, and strengthen accountability -improving conditions for participants and the broader service system.

Together, these goals translate the requested resources (CM hours, dedicated supplies, and lab capacity) into continuous supervision, faster problem-solving, and steadier engagement-all tailored to LCJAC's local caseload and operational realities.

## **Project activities and services**

The Lowndes County Juvenile Accountability Court (LCJAC) will achieve its project goals through a structured service plan that combines case management, onsite and laboratory drug testing, treatment coordination, and accurate data reporting. Requested grant funds will support the Case Manager position and contracted laboratory services, both of which are essential to maintaining program fidelity and accountability.

Services will be provided by three key partners. The Case Manager, a funded position, will conduct regular case-management contacts, administer one onsite drug test per week per youth, coordinate with treatment providers, and ensure that all activities are entered into CaseWorx within 72 hours. Treatment staff, supported through existing resources, may assist in administering onsite tests when youth are present at treatment facilities and will help track attendance in counseling sessions. Contract laboratory staff, also funded through this grant, will provide weekly testing for each participant and confirm results when necessary.

Together, these partners will deliver a consistent package of services. Each active participant will undergo two drug tests per week—one onsite through the Case Manager or treatment staff and one through the contracted laboratory. The Case Manager will provide weekly or more frequent contacts with youth and caregivers to coordinate testing logistics, support school engagement, and strengthen treatment participation. Treatment coordination will ensure consistent attendance in weekly group and individual counseling sessions at Legacy Behavioral Health, with case-management support addressing barriers such as transportation or scheduling. All services will be documented promptly, with reconciliation occurring continuously to guarantee accuracy in reporting.

The service plan will be implemented on an ongoing basis from January 1 through June 30, 2026. Drug testing will occur twice weekly per participant, case-management contacts will occur at least weekly, treatment engagement will be supported continuously, and data will be entered within 72 hours of collection. Services will be delivered at the LCJAC office, at treatment provider sites, within schools and community settings as appropriate, and through the contract laboratory facility.

These activities are necessary to maintain accountability, promote rehabilitation, and ensure timely and accurate information for judicial decision-making. Twice-weekly testing provides reliable, current data on abstinence and use. Case-management addresses barriers that often prevent youth from succeeding in treatment, including inconsistent caregiver



support, transportation challenges, and shifting school demands. Data reconciliation strengthens accountability by ensuring that program responses are based on accurate information.

This plan directly meets the needs of the target population-youth in LCJAC who are adjudicated delinquent and assessed at moderate to high risk of reoffending. Without dedicated case management, these youth often miss critical tests and treatment sessions, undermining both accountability and progress. In addition, FY26 operating funds do not include drug-testing supplies, and the approved case-management match ends in December 2025, leaving a significant gap in supervision capacity. By funding the Case Manager and contracted laboratory services, this project ensures that approximately 10 active participants at any given time will receive uninterrupted monitoring, consistent support, and strengthened treatment engagement.

The activities outlined translate directly into measurable outcomes: increased accountability through reliable testing, improved problem-solving and life skills through case-management support, stronger treatment participation through coordinated services, and higher-quality data to guide judicial decision-making. Collectively, these services address the gaps identified in the needs statement and support improved outcomes for youth and families in Lowndes County.

## Resources Needed

The successful delivery of LCJAC's service plan depends on dedicated personnel, contracted services, and testing supplies. Requested grant funds total \$18,853 and are allocated to the following essential resources:

Contract Services (\$16,470) - \$3,600 will support the Case Manager position, ensuring consistent case-management contacts, onsite drug testing, and coordination with treatment providers. \$12,870 will fund contracted laboratory services to provide weekly participant testing and confirmation not covered under the program's operating grant.

Drug Testing Supplies (\$2,383) - \$1,312.50 will purchase 16-panel onsite testing cups, and \$1,070.00 will purchase 12-panel saliva screens. These supplies are essential to implementing the twice-weekly testing model and providing reliable, immediate results to guide Court decisions.

Other Resources - The FY26 Operating Grant supports core activities such as treatment services through Legacy Behavioral Health, field supervision, and Court coordination. However, it does not include laboratory testing or drug-testing supplies, and the case-management match funding ends in December 2025. This request addresses those gaps to ensure uninterrupted case-management supervision and reliable testing capacity for approximately 10 active participants at any given time. By enhancing the existing foundation with these targeted resources, LCJAC will sustain consistent drug testing, strengthen engagement in treatment, and provide accurate, timely data to support judicial decision-making and improved youth outcomes.

---

**Is there a MOU agreement in place?**

Yes

---

## Explanation of MOU

The Memorandum of Understanding between the Lowndes County Juvenile Accountability Court (LCJAC) and the Case Manager establishes a six-month agreement, effective July 1 through December 31, 2025, for the provision of case management services. Under this agreement, the Case Manager will strengthen program operations by attending court hearings, staffings, and treatment team meetings, coordinating referrals, monitoring participant progress, and supporting accountability. The Case Manager is also responsible for documentation and participation in reviews or trainings as requested. Compensation is set at \$15 per hour. The Case Manager functions as an independent contractor, responsible for taxes and insurance, and will submit monthly invoices by the fifth business day. Either party may terminate the agreement with fifteen days' notice, and no additional services will be compensated once the funding cap is reached unless a written amendment is executed. This MOU represents the complete understanding between the Court and the Case Manager and will be amended as necessary based on the outcome of the grant request.

The Memorandum of Understanding between the Court and the laboratory contractor will be developed based on the information outlined in the grant request and will be formally created to reflect the outcome of the grant award.

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**Upload Detailed Budget  
Worksheet**

<https://www.formstack.com/admin/download/file/18557703984>

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FY25 Budget Detail Request Worksheet						
Court Name	Lowndes County Juvenile Accountability Court					
Budget Worksheet Category	Line Item		Total Requested			
Personnel			\$0			
Contract Services	Case Management	3600	\$16,470			
	Lab Services	12870				
Drug Testing Supplies	16 Panel Onsite Cups	1,312.50	\$2,383			
	12 Panel Saliva Screen	1,070.00				
Supplies /Other Costs			\$0			
Equipment						
In State Training and Travel						
Transportation Funding			\$0			
Total Budget Request:			\$18,853			
Match:			\$3,327			
Instructions:						
Add the request in column b and requested amount in column c						
The itemized requests will automatically calculate in column d						

Form Name:	FY26 Accountability Court LEO Grant
Submission Time:	September 26, 2025 12:08 pm
Browser:	Chrome 140.0.0.0 / OS X
IP Address:	24.170.201.100
Unique ID:	1384391438
Location:	

<b>Agency Name</b>	Lowndes County Juvenile Accountability Court
<b>Point of Contact</b>	Geoffrey Martin
<b>Contact Number</b>	2294748739
<b>Address</b>	327 N Ashley St Valdosta, GA 31601
<b>Email</b>	gpm@accountabilitycourt.org
<b>Name of Accountability Court(s)</b>	Lowndes County Juvenile Accountability Court
<b>Check all that apply</b>	Juvenile Court
<b>Name of Judicial Circuit</b>	Southern Judicial Circuit
<b>Project Description</b>	<p>Applicant: Lowndes County Juvenile Accountability Court Agency Type: Juvenile Drug Court Founded: September 2020 Geographic Area: Lowndes County, Georgia (Southern Judicial Circuit) Target Population: Youth participants (ages 13-17) enrolled in the Juvenile Accountability Court program Estimated Number Served (Grant Period): 15-20 active participants (January 1, 2026 - June 30, 2026)</p> <p>The Lowndes County Juvenile Accountability Court (LCJAC) serves juveniles ages 13-17 who have been adjudicated delinquent and assessed at moderate to high risk levels for re-offending. These youth often present with multiple criminogenic needs, including substance use, negative peer associations, poor academic engagement, and family instability.</p>

## Needs Statement

The ability of the Lowndes County Juvenile Accountability Court (LCJAC) to fund field supervision through the Lowndes County Sheriff's Office is critical to program effectiveness and directly supports the Court's capacity to provide supervision and services at the level indicated by the Risk-Need-Responsivity (RNR) Model. By aligning supervision intensity with assessed risk, targeting criminogenic needs, and tailoring oversight to individual circumstances, the Court promotes accountability and rehabilitation for youth participants.

In FY26, the Court received \$2,700 through the Operating Grant Award to provide field supervision. However, LCJAC typically expends approximately \$1,500 per quarter on these services, creating a funding gap that threatens the Court's ability to sustain consistent supervision at current levels. With supplemental funding requested through the Law Enforcement Officer Grant, LCJAC will be able to continue providing supervision at the rate of 1-2 field contacts per participant per month.

At present, LCJAC supervises 11 youth participants adjudicated delinquent and assessed at moderate to high risk of re-offending. These youth often present with:

Substance use challenges

Unstable family structures

Poor academic performance

Association with antisocial peers

To address these risks, LCJAC relies on field supervision conducted by the Lowndes County Sheriff's Office. Field supervision provides:

Accountability outside of the courtroom

Documentation of curfew and program noncompliance

Reinforcement of school attendance and treatment participation

Increased substance use screening

Positive, structured contact between youth and law enforcement

FY25 program data demonstrate the effectiveness of these services: participants averaged 1 field contact per month, ensuring ongoing compliance monitoring. Violations such as curfew breaches and substance use were detected that would



otherwise have gone undocumented, allowing for timely Court response and intervention.

Without supplemental funding, LCJAC cannot maintain this level of field supervision. A reduction in contacts would undermine the Court's ability to detect noncompliance, reinforce pro-social behavior, and protect community safety. Sustaining field supervision at current levels is therefore essential to both program success and public safety in Lowndes County.

## Project Goals

Maintain current level of field supervision through June 30, 2026  
Indicator: Each participant will receive one or more random field contacts each month.

Support compliance monitoring through continued field supervision involvement

Indicator: Deputies will document and report all violations of program rules identified during visits.

Improve overall quality of participants' circumstances

Indicator: Positive reports from guardians, schools, probation officers, treatment professionals, and participants themselves.

---

## Project Activities and Services

Field Supervision: Deputies assigned to LCJAC will conduct random curfew checks, home visits, and substance use screenings.

Documentation & Reporting: All contacts will be logged into CaseWorx and reported weekly to the Court team.

Court Team Coordination: Weekly staffing reports will integrate supervision findings into treatment planning.

Timeline: January 1, 2026 - June 30, 2026 (continuation of existing supervision schedule).

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## Resources Needed

This grant request covers overtime for deputies providing field supervision. The \$3,000 request includes:

Hourly overtime wages  
Employer tax contributions  
Workers' compensation coverage  
Retirement contributions

These represent the fully loaded hourly rate for deputies.

No funds are requested for disallowed expenses (administrative overhead, cell phone charges, or general office costs). Grant funds will supplement county resources and Accountability Court funding, ensuring continuity of services rather than replacing existing allocations.

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## Is there a MOU agreement in place?

Yes

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## Explanation of MOU

Memorandum of Understanding (MOU) establishes an agreement between the Lowndes County Juvenile Accountability Court (LCJAC) and the Lowndes County Sheriff's Office (LCSO) for the provision of field supervision services during Fiscal Year 2026. The MOU defines the purpose, scope of services, compensation, invoicing procedures, and termination terms.

**Purpose:** LCSO will provide structured field supervision to support LCJAC participant compliance and program goals.

**Scope of Services:** Includes drug screening, home visits, accountability checks, and participation in staffing or treatment team meetings if needed.

**Compensation:** The Court has allocated \$2,704.00 for up to 104 hours of service, plus \$3,000.00 in supplemental funding from the FY26 Law Enforcement Officer Funding Grant (January 1 - June 30, 2026). Total compensation shall not exceed \$5,704.00.

**Invoicing:** LCSO will submit monthly invoices with hours, dates, and duties performed; payments will follow County financial procedures.

**Termination:** Either party may end the agreement with 15 days' written notice; payment is limited to verified services rendered before termination.

**Entire Agreement:** This MOU combines the original allocation and the supplemental grant into one agreement. Changes must be made in writing and signed by both parties.

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**Upload Detailed Budget  
Worksheet**

<https://www.formstack.com/admin/download/file/18556929038>

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LOWNDES COUNTY BOARD OF COMMISSIONERS  
COMMISSION AGENDA ITEM

SUBJECT: Motorola Migration Assurance Plan (MAP)

DATE OF MEETING: December 9, 2025

Work  
Session/Regular  
Session

BUDGET IMPACT: Total budget impact is \$5,039,730, split into five annual payments.

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: Motorola Migration Assurance Plan

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HISTORY, FACTS AND ISSUES:

The Motorola Migration Assurance Plan (MAP) is a continuation of our existing evergreen agreement that provides the ongoing maintenance, upgrades, and system enhancements required to sustain the Public Safety Radio System. Our current agreement expires in August 2027. The agreement presented for consideration allows us to secure pricing at current rates, with the new term beginning in September 2027 and extending through August 2032.

Over the five-year term, the plan includes the replacement of the current prime site with a virtual prime site, adding redundancy as the existing site reaches end of life in 2028. It also provides for the replacement of 12 radio consoles at the 911 Center, which will reach end of life in 2030. In addition to these major upgrades, the agreement continues to deliver the benefits we rely on today, including maintenance and repair of subscriber radios, network monitoring and remediation, annual preventative maintenance, security monitoring and routine updates, and discounted pricing on future end-user radio purchases. The plan also enables newer radios to seamlessly leverage LTE connectivity as a backup communication path.

SPLOST funds will be used to cover the equipment replacement portion of the agreement.

OPTIONS: 1. Approve  
2. Board's Pleasure

RECOMMENDED ACTION: Approve

DEPARTMENT: E911

DEPARTMENT HEAD: Tonya Davis

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:



**MOTOROLA SOLUTIONS**

Proposal

**Lowndes County Board of Commissioners**

# **Lowndes County-MAP (ASTRO NEXT)**

September 10, 2025

The design, technical, and price information furnished with this proposal is proprietary information of Motorola Solutions, Inc. (Motorola). Such information is submitted with the restriction that it is to be used only for the evaluation of the proposal, and is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the proposal, without the express written permission of Motorola Solutions, Inc.

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## Section 5

# Pricing Summary

## 5.1 Pricing Summary

This pricing table hereby replaces the pricing table in the proposal dated September 9, 2025. Motorola is pleased to provide the following equipment and services as part of this proposal.

MAP (Migration Assurance Program) Components and Pricing Breakdown								
Maintenance & Support Years 1-5								
System Maintenance Contracts	Sep 2025 – Aug 2026	Sep 2026 – Aug 2027	Sep 2027 - Aug 2028	Sep 2028 - Aug 2029	Sep 2029 - Aug 2030	Sep 2030 - Aug 2031	Sep 2031 – Aug 2032	Total 5Year Cost
<b>SUA (System Upgrade Agreement) &amp; Maintenance</b>	Existing	Existing	\$507,307	\$592,317	\$610,243	\$622,864	\$643,184	\$2,975,915
Out-Year System Upgrade Projects								
Virtual Prime				\$837,264				\$837,264
E911 AXS Consoles					\$1,225,822			\$1,225,822
<b>Total System Upgrade Projects, SUA/Maintenance</b>			<b>\$507,307</b>	<b>\$1,429,581</b>	<b>\$1,836,065</b>	<b>\$622,864</b>	<b>\$643,184</b>	<b>\$5,039,001</b>
<b>TOTAL 5 YEAR COST OF SYSTEM OWNERSHIP with 2025 Georgia State Contract, 10% MAP Discount, &amp; Purchase Before 12/19/2025</b>								<b>\$5,039,001</b>
<ul style="list-style-type: none"> <li>* Pricing is contingent of sale as proposed</li> <li>* Pricing includes the 2025 Sourcwell Georgia State Contract Pricing Discounts</li> <li>* Pricing includes the additional 10% MAP Discount</li> <li>* Pricing includes additional discounts for a purchase before 12/19/2025</li> <li>* Pricing is valid for 90 days.</li> <li>* Purchase Order should mirror MAP Pricing page indicating the total contract value of \$5,038,999 with 2027, 2028, 2029, 2030, and 2031 Annual Payments identified.</li> <li>* SUA II Covers Software and Hardware Upgrades based on the current purchased platform</li> <li>* The MAP contract can be cancelled in whole or in part by Lowndes County Board of Commissioners with 60 Days written notice</li> <li>* After contract execution, Motorola Solutions will provide Lowndes County Radio System users with an additional 5% off of GA Sourcwell Contract Pricing on all Radios purchased throughout the term of the MAP.</li> <li>* After contract execution, Motorola Solutions will enable SmartConnect on the Lowndes County Radio System.</li> </ul>								

Due to significant market and tariff volatility, as well as fluctuations in the cost of energy and raw materials including, but not limited to, steel, copper, finished wood, and concrete, Motorola Solutions reserves the right to



equitably adjust the contract price, completion schedule, and/or contract requirements. Additionally, Motorola Solutions reserves the right to apply a fuel surcharge to quoted freight rates based on the prevailing diesel cost at the time of shipment.

Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a U.S. financial institution. Payment for the System purchase will be in accordance with the following milestones.

Motorola will invoice Customer annually in advance of each year of the MAP.

LOWNDES COUNTY BOARD OF COMMISSIONERS  
COMMISSION AGENDA ITEM

SUBJECT: LAS Pump Station Upgrade

DATE OF MEETING: December 9, 2025

BUDGET IMPACT: \$2,565,305.44

FUNDING SOURCE:

- ☐ Annual
- ☐ Capital
- ☒ ARPA
- ☐ SPLOST
- ☐ TSPLOST

Work  
Session/Regular  
Session

COUNTY ACTION REQUESTED ON: LAS Pump Station Upgrade

HISTORY, FACTS AND ISSUES: The next step in upgrading the LAS and increasing the permit capacity is replacing the existing pump station. The current station has three pumps, with additional fields under irrigation; the new station will have four pumps. Additionally, we will be installing a back-up generator to provide emergency power to the pump station. The project was advertised, and three bids were received. Doyle Hancock and Sons Construction Company, Inc. \$3,487,498.00, RPI Underground, Inc. \$3,700,144.00, and James Warren & Associates, \$3,932,804.15. Bids included an alternate manufacturer, USEMCO, for the pump station. After consultation with the engineer and references staff chose the alternate manufacturer, resulting in a \$922,192.56 savings. Staff recommends approval and authorize the Chairman to sign the agreement with Doyle Hancock and Sons Construction Company, Inc. for \$2,565,305.44.

OPTIONS: 1. Approve  
2. Board's Pleasure

RECOMMENDED ACTION: Approve

DEPARTMENT: Utilities

DEPARTMENT HEAD: Steve Stalvey

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

**SECTION 00510  
NOTICE OF AWARD**

Date of Issuance: \_\_\_\_\_  
Owner: Lowndes County Board of Commissioners Engineer's Project No.: L8400.069  
Engineer: Carter & Sloope, Inc.  
Project: South Lowndes LAS Phase I Expansion - Contract B: Irrigation Pump Station Upgrades  
Bidder: Doyle Hancock and Sons Construction, Inc.  
Bidder's Address: 4182 GA Highway 33, Doerun, Georgia 31744,

You are notified that Owner has accepted your Bid dated **Tuesday, November 25, 2025** for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

**South Lowndes LAS Phase I Expansion - Contract B: Irrigation Pump Station Upgrades**

The Contract Price of the awarded Contract is **\$2,565,305.44**. Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

**Four (4)** unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

☒ Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner four **(4)** counterparts of the Agreement, signed by Bidder (as Contractor).
2. Deliver with the signed Agreement(s) the Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders and in the General Conditions, Articles 2 and 6.
3. Deliver the Certificate of Insurance as specified in the General Conditions (Article 6.03) and amended by the Supplementary Conditions.
4. Section 00484 – Subcontractor Affidavit & Agreement for any subcontractors.

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within 10 days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

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Lowndes County Board of Commissioners  
South Lowndes LAS Phase I Expansion - Contract B  
Irrigation Pump Station Upgrades

C&S Project No.: L8400.069  
October 2025  
Revision 0

SECTION 00510-2  
NOTICE OF AWARD

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Owner: Lowndes County Board of Commissioners  
By *(signature)*: \_\_\_\_\_  
Name  
*(printed)*: \_\_\_\_\_  
Title: \_\_\_\_\_

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award  
is hereby acknowledged by.

Contractor: Doyle Hancock and Sons Construction, Inc.  
By *(signature)*: \_\_\_\_\_  
Name *(printed)*: \_\_\_\_\_  
Title: \_\_\_\_\_

Copy: Engineer

END OF SECTION

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Lowndes County Board of Commissioners  
South Lowndes LAS Phase I Expansion - Contract B  
Irrigation Pump Station Upgrades

C&S Project No.: L8400.069  
October 2025  
Revision 0

**SECTION 00500  
AGREEMENT**

This Agreement is by and between **Lowndes County Board of Commissioners** (“Owner”) and **Doyle Hancock and Sons Construction, Inc.** (“Contractor”).

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

**ARTICLE 1—WORK**

Contractor shall complete all work as specified or indicated in the contract documents. The work is generally described as follows: The work shall generally consist of furnishing all products and performing all labor necessary to perform the following (see Plans and Specifications for complete details and description): Work to be done shall consist of furnishing all materials and equipment and performing all necessary labor to install a new pre-fabricated irrigation pump station, including associated piping, valving, site improvements, concrete foundations, mechanical, electrical, and yard piping components. Major work includes the installation of pumps, motors, and control systems, construction of a reinforced concrete equipment pad, installation of electrical panels, conduit, wiring, and generator and piping and valving connections to the irrigation header force main. Additional work includes site grading, erosion control, utility coordination to ensure functionality and accessibility, mobilization and demobilization, bonds, insurance and all appurtenances necessary for the completion of the Work as shown on the Drawings and as specified in the Contract Documents.

**ARTICLE 2—THE PROJECT**

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows:

South Lowndes LAS Phase I Expansion - Contract B: Irrigation Pump Station Upgrades

**ARTICLE 3—ENGINEER**

- 3.01 The Owner has retained Carter & Sloope, Inc. (“Engineer”) to act as Owner’s representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.

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Lowndes County Board of Commissioners  
South Lowndes LAS Phase I Expansion - Contract B  
Irrigation Pump Station Upgrades

C&S Project No.: L8400.069  
October 2025  
Revision 1

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**ARTICLE 4—CONTRACT TIMES**

4.01 *Time is of the Essence*

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Days*

- A. The Work will be substantially complete within **240** days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within **240** days after the date when the Contract Times commence to run.

4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
  - 1. *Substantial Completion:* Contractor shall pay Owner **\$500** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

**ARTICLE 5—CONTRACT PRICE**

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:

- A. For performance of the Work, the amount to be charged by the Contractor shall not, except for by mutually approved written change order, exceed the Contractor's Bid (attached hereto as an exhibit), **\$2,565,305.44**.

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**ARTICLE 6—PAYMENT PROCEDURES**

**6.01**    *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

**6.02**    *Progress Payments; Retainage*

- A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the 30<sup>th</sup> day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
  - 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.
    - a. 95 percent of the value of the Work completed (with the balance being retainage).
    - b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

**6.03**    *Final Payment*

- A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

**6.04**    *Consent of Surety*

- A. Owner will not make final payment or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

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6.05 *Interest*

- A. All amounts not paid when due will bear interest at the maximum legal rate per annum.

**ARTICLE 7—CONTRACT DOCUMENTS**

7.01 *Contents*

- A. The Contract Documents consist of all of the following:
1. This Agreement.
  2. Bonds:
    - a. Performance bond (together with power of attorney).
    - b. Payment bond (together with power of attorney).
  3. General Conditions.
  4. Supplementary Conditions.
  5. Specifications contained within, or referenced by, the project manual.
  6. Drawings (not attached but incorporated by reference) consisting of 14 sheets with each sheet bearing the following general title: **South Lowndes LAS Phase I Expansion - Contract B: Irrigation Pump Station Upgrades**
  8. Addenda (numbers 1 to 3 inclusive).
  9. Exhibits to this Agreement (enumerated as follows):
    - a. Contractor's Bid
  10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
    - a. Notice to Proceed.
    - b. Work Change Directives.
    - c. Change Orders.
    - d. Field Orders.
    - e. Warranty Bond, if any.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

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**ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS**

**8.01**    *Contractor's Representations*

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
  2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
  4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
  5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
  6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
  7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
  8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
  9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of

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discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

#### 8.02 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
  1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
  2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
  4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

#### 8.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

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**ARTICLE 9—MISCELLANEOUS**

9.01 *Assignment of Contract*

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.02 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

9.03 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

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IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on \_\_\_\_\_ (which is the Effective Date of the Contract).

Owner:

Lowndes County Board of Commissioners  
(typed or printed name of organization)

By: \_\_\_\_\_  
(individual's signature)

Date: \_\_\_\_\_  
(date signed)

Name: \_\_\_\_\_  
(typed or printed)

Title: \_\_\_\_\_  
(typed or printed)

Attest: \_\_\_\_\_  
(individual's signature)

Title: \_\_\_\_\_  
(typed or printed)

Address for giving notices:

327 N. Ashley Street  
Valdosta, GA 31601

Contractor:

Doyle Hancock and Sons Construction, Inc.  
(typed or printed name of organization)

By: \_\_\_\_\_  
(individual's signature)

Date: \_\_\_\_\_  
(date signed)

Name: \_\_\_\_\_  
(typed or printed)

Title: \_\_\_\_\_  
(typed or printed)

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: \_\_\_\_\_  
(individual's signature)

Title: \_\_\_\_\_  
(typed or printed)

Address for giving notices:

4182 GA Highway 33  
Doerun, GA 31744

Designated Representative:

Name: \_\_\_\_\_  
(typed or printed)

Title: \_\_\_\_\_  
(typed or printed)

Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Designated Representative:

Name: \_\_\_\_\_  
(typed or printed)

Title: \_\_\_\_\_  
(typed or printed)

Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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Lowndes County Board of Commissioners  
South Lowndes LAS Phase I Expansion - Contract B  
Irrigation Pump Station Upgrades

C&S Project No.: L8400.069  
October 2025  
Revision 1



SECTION 00500-9  
AGREEMENT

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Phone: \_\_\_\_\_

Email: \_\_\_\_\_

*(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)*

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

License No.: \_\_\_\_\_  
*(where applicable)*

State: \_\_\_\_\_

END OF SECTION

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Lowndes County Board of Commissioners  
South Lowndes LAS Phase I Expansion - Contract B  
Irrigation Pump Station Upgrades

C&S Project No.: L8400.069  
October 2025  
Revision 1

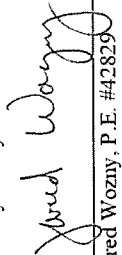
**BID TABULATION FOR ALL BIDS**  
**RECEIVED BY THE LOWNDES COUNTY BOARD OF COMMISSIONERS**  
**ON NOVEMBER 25, 2025**  
**PROJECT: SOUTH LOWNDES LAS PHASE I EXPANSION - CONTRACT B: IRRIGATION PUMP STATION UPGRADES**  
**C&S PROJ. NO.: L8400.069**

BASE BID:				Doyle Hancock and Sons Construction Company, Inc. 4182 Georgia Hwy 33 Doerun, GA 31744		RPI Underground, Inc. 119 Blanchard Street Valdosta, GA 31601		James Warren and Associates 2001 W. Savannah Avenue Valdosta, GA 31601	
Item No.	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	<b>Irrigation Pump Station Upgrades Bid Price</b> – The Work to be completed shall consist of furnishing all equipment and materials and to perform all labor necessary to modify the existing irrigation pump station, as shown on the Drawings and as described in these Specifications. The work shall include the full replacement of the irrigation pump station, irrigation pump station electrical and controls, piping and emergency bypass assemblies' installation, modifications to the existing wet well structure, replacing emergency power back-up generator, and channel slide gate replacements. Work also includes demolition, yard piping, valves, mechanical, electrical, instrumentation, mobilization/demobilization, bonds, insurance, delivery of materials, taxes, and all other appurtenances necessary for completion of the Work.	1	LS	\$3,412,498.00	\$ 3,412,498.00	\$3,625,144.00	\$ 3,625,144.00	\$3,857,804.15	\$ 3,857,804.15
2	Supplemental Work Allowance	1	LS	\$ 75,000.00	\$ 75,000.00	\$ 75,000.00	\$ 75,000.00	\$ 75,000.00	\$ 75,000.00
<b>TOTAL BASE BID</b>				<b>\$</b>	<b>3,487,498.00</b>	<b>\$</b>	<b>3,700,144.00</b>	<b>\$</b>	<b>3,932,804.15</b>

No.	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price
1	As Named Manufacturer: SyncroFlo, Inc.	1	LS	\$1,977,644.16	\$ 1,977,644.16	\$ 1,977,644.16	\$ 1,977,644.16
2	Alternate Manufacturer: USEMCO, Inc.	1	LS	\$1,055,451.60	\$ 1,055,451.60	\$ 1,047,891.60	\$ 1,047,891.60
						\$ 1,160,996.76	\$ 1,160,996.76

I hereby certify that this a true and accurate Bid Tabulation of bids received Tuesday, November 25, 2025

  
Jared Wozny, P.E. #42829

# CONTRACT CHANGE ORDER

<b>CONTRACT FOR: Lowndes County Board of Commissioners</b>	<b>PROJECT NO.:</b>	<b>L8400.069</b>
<b>South Lowndes LAS Phase I Expansion - Contract B:</b>	<b>ORDER NO.:</b>	<b>1 - Pre-Award</b>
<b>Irrigation Pump Station Upgrades</b>	<b>DATE:</b>	<b>12/2/2025</b>
<b>OWNER: Lowndes County Board of Commissioners</b>	<b>STATE:</b>	<b>Georgia</b>
<b>TO: Doyle Hancock and Sons Construction, Inc.</b>	<b>COUNTY:</b>	<b>Lowndes</b>
You are hereby requested to comply with the following changes from the contract plans and specifications:		
Description of Changes	DECREASE in Contract Price	INCREASE in Contract Price
As Named Manufacturer: Syncroflo, Inc. Alternate Manufacturer: USEMCO, Inc.	\$1,977,644.16	\$1,055,451.60
TOTALS	\$1,977,644.16	\$1,055,451.60
NET CHANGE IN CONTRACT PRICE	\$922,192.56	

## Justification:

Owner selected alternate pre-fabricated irrigation pump station manufacturer in lieu of the base bid manufacturer prior to Award of Contract.

The amount of the contract prior to this change order:

Three million, four hundred eighty-seven thousand, four hundred ninety-eight and 00/100 Dollars  
( \$3,487,498.00 )

The amount of the contract will decrease by the sum of:

Nine hundred twenty-two thousand, one hundred ninety-two and 56/100 Dollars  
( \$922,192.56 )

The contract total will be:

Two million, five hundred sixty-five thousand, three hundred five and 44/100 Dollars  
( \$2,565,305.44 )

This document will become a supplement to the contract and all provisions will apply hereto.

Requested:

Doyle Hancock and Sons Construction, Inc.

(Date)

Recommended:

*Jared Waggy*

12/2/2025

Carter & Sloope, Inc.

(Date)

Accepted:

County of Lowndes

(Date)