



LOWNDES COUNTY BOARD OF COMMISSIONERS
PROPOSED AGENDA
WORK SESSION, MONDAY, JANUARY 26, 2026, 8:30 A.M.
REGULAR SESSION, TUESDAY, JANUARY 27, 2026, 5:30 P.M.
327 N. Ashley Street - 2nd Floor

1. Call To Order

2. Invocation

3. Pledge Of Allegiance To The Flag

4. Minutes For Approval

- a. Work Session & Regular Session - January 12, 2026

Recommended Action: Approve

Documents:

5. For Consideration

- a. Spring Creek Water Treatment Plant Design Build Project

Recommended Action: Approve

Documents:

- b. Peterson Road Lift Station Pump Repair

Recommended Action: Approve

Documents:

- c. Resolution to Sell Surplus Water Meter Components

Recommended Action: Approve

Documents:

- d. Condemning Right of Way and Drainage Easement for Twin Lakes Road TSPLOST Paving Project; Parcel 3

Recommended Action: Option 1

Documents:

- e. Special Assessment Rate for 2026

Recommended Action: Adopt

Documents:

- f. Approval of the Solicitor General's FY26 VAWA Continuation Grant Application

Recommended Action: Option 1

Documents:

6. Reports - County Manager

- a. Extension Office Update by Joshua Dawson (Work Session)

Recommended Action:

Documents:

b. American Red Cross Update by Jacqueline Shoemaker

Recommended Action:

Documents:

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

8. Adjournment

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: Spring Creek Water Treatment Plant Design Build Project

DATE OF MEETING: January 27, 2026

Work
Session/Regular
Session

BUDGET IMPACT: \$214,412.00

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: Spring Creek Water Treatment Plant Design Build
Agreement

HISTORY, FACTS AND ISSUES: North Lowndes water system was issued a consent order from Georgia EPD several months ago due to continued disinfection by-product violations. After discussions with our engineering firm and negotiations with EPD, a decision was made to upgrade the Spring Creek site. Staff advertised an RFP to add a new deep well, upgrade existing well, install nanofiltration water treatment skids including chemical feed systems and an operations building, add an emergency back generator, and add a lift station. Three firms submitted questions, but only one proposal was received from Reynolds Construction, LLC. We believe the size and specialization of the project limited the number of proposals we received. Reynolds Construction submitted a preliminary phase price of \$214,412.00. Reynolds has now presented the attached agreement between Lowndes County and Reynolds Construction of Georgia, LLC. Staff recommends approval and authorize the Chairman to sign the attached agreement with Reynolds Construction of Georgia, LLC for \$214,412.00.

OPTIONS: Approve and authorize the Chairman to sign the attached agreement with Reynolds Construction, LLC. for \$214,412.00.
Board's Pleasure

RECOMMENDED ACTION: Approve

DEPARTMENT: Utilities

DEPARTMENT HEAD: Steve Stalvey

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

AGREEMENT BETWEEN OWNER AND DESIGN-BUILDER FOR PROGRESSIVE DESIGN-BUILD

Prepared by



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**AGREEMENT
BETWEEN OWNER AND DESIGN-BUILDER
FOR PROGRESSIVE DESIGN-BUILD**

THIS AGREEMENT is by and between Lowndes County, Georgia ("Owner") and

Reynolds Construction of Georgia, LLC ("Design-Builder").

PROJECT INFORMATION

Project: **Spring Creek WTP Design Build**

Design-Build Contract: ("Contract")

Owner's Consultant: **LEA, PC**

Engineer: Design-Builder has retained **CPH Consulting, LLC** ("Engineer") for the performance of professional engineering services under this Contract.

Authorized Representatives: Owner and Design-Builder each hereby designates a specific individual authorized to act as representative with respect to the performance of responsibilities under this Contract. Such an individual shall have authority to transmit instructions, receive formal notices, receive information, and render decisions relative to this Contract on behalf of the respective party that the individual represents.

1. Owner's Authorized Representative: **Steve Stalvey, sstalvey@lowndescounty.com, 229-671-2504 (Office); 229-561-0360 (Mobile)**
2. Design-Builder's Authorized Representative: **John Chase, john.chase@reynoldscon.com 904-252-8582**

Owner and Design-Builder further agree as follows:

ARTICLE 1 – THE WORK

1.01 *General Description:* Design-Builder shall complete all Work as specified or indicated in the Contract. The Work is generally described as the design and construction of the following: **Design & Construction of 1MGD Nanofiltration Water Treatment Plant**

1.02 *Work Stages:*

- A. *Preliminary Stage:* As set forth in more detail in Exhibit A, which is attached and incorporated by reference, Design-Builder shall perform the following in the Preliminary Stage: Study and Report services; drafting of Preliminary Technical Documents; and Construction Planning services (including preparation of proposed Completion Stage Price).

B. *Completion Stage:* If Owner and Design-Builder advance to the Completion Stage pursuant to Paragraph 3.03, then Design-Builder shall perform the following in the Completion Stage: Preparation of Construction Drawings and Construction Specifications, based on the Preliminary Technical Documents; Construction; Start-up, Testing, and Commissioning; and Correction Phase services.

C. Regardless of stage, the Work is subject to the terms of the Standard General Conditions.

ARTICLE 2 – CONTRACT TIMES

2.01 *Time of the Essence*

A. All time limits for Design-Builder's attainment of Milestones, Substantial Completion, and completion and readiness for final payment, as stated in the Contract, are of the essence of the Contract.

2.02 *Contract Times: Preliminary Stage*

A. Design-Builder shall complete the Work under the Preliminary Stage within **60** days of the Effective Date.

B. In addition to Design-Builder's Preliminary Stage completion commitment above, the parties shall meet the following Preliminary Stage Schedule:

<u>PRELIMINARY STAGE SCHEDULE</u>		
<u>Party</u>	<u>Action</u>	<u>Schedule</u>
Design-Builder	Furnish 1 review copies of the Report and other Study and Report Phase deliverables to Owner.	Within 7 days of the Effective Date.
Owner	Submit comments regarding Report and other Study and Report Phase deliverables to Design-Builder.	Within 7 days of the receipt of Report and other Study and Report Phase deliverables from Design-Builder.
Design-Builder	Furnish 1 copies of the revised Report and other Study and Report Phase deliverables to Owner.	Within 7 days of the receipt of Owner's comments regarding the Report and other Study and Report Phase deliverables.
Design-Builder	Furnish 1 review copies of the Preliminary Technical Documents to Owner.	Within 30 days of Owner's authorization to proceed with Preliminary Technical Documents services.
Owner	Submit comments regarding Preliminary Technical Documents to Engineer.	Within 7 days of the receipt of Preliminary Technical Documents from Engineer.
Design-Builder	Furnish 1 copies of the revised Preliminary Technical Documents to Owner.	Within 7 days of the receipt of Owner's comments regarding the Preliminary Technical Documents.
Design-Builder	Furnish to Owner a final, binding Completion Stage Price based on the Stipulated Sum method of compensation	Within 14 days of submittal to Owner of the revised Preliminary Technical Documents.

2.03 *Contract Times: Completion Stage*

- A. The Work will be substantially completed in accordance with the number of days the Completion Stage schedule shows following the milestone of Owner approves Completion Stage Price with adjustments for any days before or after that milestone the parties execute a Change Order or amendment confirming same.

2.04 *Liquidated Damages*

- A. *Construction:* Design-Builder and Owner recognize that time is of the essence as stated in Paragraph 2.01 and that Owner will suffer financial and other losses if the Work is not completed within the times specified in Paragraph 2.03, as such may be revised in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving, in a lawsuit 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 Design-Builder agree that as liquidated damages for delay (but not as a penalty):

1. *Substantial Completion:* Design-Builder shall pay Owner such amount upon which Owner and Design-Builder agree as a term of a Change Order or special amendment to this Contract memorializing the Completion Stage Price upon which Owner and Design-Builder agree pursuant to Paragraph 3.03.D of this Contract, if any, for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 2.03.B for Substantial Completion, until the Work is substantially complete.
2. *Completion of Remaining Work:* After Substantial Completion, if Design-Builder shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, as specified in Paragraph 2.03.D above, then Design-Builder shall pay Owner such amount upon which Owner and Design-Builder agree as a term of a Change Order or special amendment to this Contract memorializing the Completion Stage Price upon which Owner and Design-Builder agree pursuant to Paragraph 3.03.D of this Contract, if any, for each day that expires after such until the Work is completed and ready for final payment.
3. Liquidated damages for failing to timely attain Substantial Completion, final completion, and Milestones (if applicable) are not additive, and will not be imposed concurrently. Liquidated damages for failing to attain Substantial Completion shall take precedence.

ARTICLE 3 – CONTRACT PRICE

3.01 *Contract Price Definitions*

- A. For purposes of this Agreement, the following definitions apply:
 1. Contract Price—The money that Owner has agreed to pay Design-Builder for performance and completion of the Work in accordance with the Contract Documents. Contract Price is comprised of the Preliminary Stage Price and the Completion Stage Price, and when applicable the Owner's Completion Contingency. Contract Price is subject to and governed by any duly established Guaranteed Maximum Price.
 2. Preliminary Stage Price—the portion of the Contract Price established in Paragraph 3.02, as Design-Builder's compensation for the performance of the Preliminary Stage Work.
 3. Completion Stage Price—the portion of the Contract Price established in Paragraph 3.03, as Design-Builder's compensation for the performance of the Completion Stage Work.

4. Owner's Completion Contingency—When applicable, a contingent amount included in the Contract Price for use by Owner, at its sole discretion, in funding the Completion Stage Price.

3.02 *Preliminary Stage*

- For performance of the Preliminary Stage Work in accordance with the Contract Documents, Owner shall pay Design-Builder the Preliminary Stage Price (1) pursuant to the following compensation methods, and (2) in the amounts that follow, subject to adjustment under the Contract, and subject to the applicable terms of Exhibit B:

Preliminary Phase Deliverable	Compensation Method	Amount
Geotechnical Report (w/o GST)	Stipulated Lump Sum	\$7,158
Test Existing Well Flow	Stipulated Lump Sum	\$3,811
Preliminary Engineering Services	Stipulated Lump Sum	\$31,579
30% Engineering Design	Stipulated Lump Sum	\$115,789
Permitting Services	Stipulated Lump Sum	\$26,316
Development of Completion Stage Price & Schedule	Stipulated Lump Sum	\$20,259
Hydro-geologists Allowance	Cost Plus 10% Markup (Estimated Amount Shown)	\$9,500
Total: Preliminary Stage Price		\$214,412

- Monetary amounts stated for portions of the work to be performed on a Stipulated Price basis are fixed and binding. For portions of the Work subject to the Direct Labor Costs Times a Factor or Standard Hourly Rates methods of payment, the stated monetary amounts are estimates of the amounts that will become payable for the specified services; such stated amounts are for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Design-Builder under the Agreement.

3.03 *Completion Stage*

- As part of Construction Planning under the Preliminary Stage, Design-Builder is required to determine an estimate of the cost of completion of the Work, including completion of the design and all Construction labor, administration, equipment, materials, and subcontracts ("Completion Cost Estimate"). Design-Builder shall use the final Completion Cost Estimate as the basis for developing and submitting to Owner a proposed Completion Stage Price based on:
 - the Stipulated Price method of compensation.
- The proposed Completion Stage Price shall be based on the mutually-agreed Contract Times developed during the Preliminary Stage and expressly stated as an essential part of Design-Builder's Completion Stage Price submittal to Owner.
- The proposed Completion Stage Price submitted by Design-Builder to Owner constitutes an offer that is binding on Design-Builder for 30 days.
- After receipt of the proposed Completion Stage Price from Design-Builder, Owner shall either (1) accept the Completion Stage Price, in which case the Completion Stage Price is binding on both Owner and Design-Builder for the performance of the Completion Stage Work; or (2) enter into negotiations with Design-Builder regarding the Completion Stage Price and the corresponding scope of Work and schedule, or (3) reject the Completion Stage Price. If Owner

accepts the Completion Stage Price, or an accord is reached through negotiations, the parties shall prepare and enter into a Change Order or special amendment to the Contract, memorializing the acceptance of such Completion Stage Price, as modified by any negotiations, and establishing an adjusted Contract Price or Guaranteed Maximum Price based upon such Completion Stage Price.

If Owner does not accept the proposed Completion Stage Price, and negotiations (if any) are not successful, then the Contract shall terminate for convenience. Under such a termination for convenience,

1. Design-Builder shall be entitled to full payment for all Preliminary Stage Work;
2. Owner shall be entitled to use of the Preliminary Technical Documents only if Owner pays a supplemental termination fee of \$0.00; and
3. Owner shall assume and discharge all remaining payment obligations for any equipment or materials that Design-Builder has ordered or purchased for the Project pursuant to express authorization from Owner, and Design-Builder shall assign to Owner all rights and interests in any such equipment and materials.

E. Owner's Completion Contingency. The Contract Price includes the contingency as depicted in the Completion Stage Price for use by Owner at its sole discretion, under Owner's full control, for purposes of paying for the Completion Stage Work: After Owner's acceptance of the Completion Stage Price, or an accord reached through negotiations, and entry into a Change Order or special amendment to the Contract, memorializing the acceptance of such Completion Stage Price, as modified by any negotiations, and establishing an adjusted Contract Price or Guaranteed Maximum Price based upon such Completion Stage Price, or after any termination of the Contract because an accord is not reached, any remainder of the Owner's Completion Contingency shall be returned to Owner by Change Order or otherwise.

3.04 *Changes in Contract Price Based on Cost of the Work*

- A. If the price of Design Professional Services covered by a Change Order or an adjustment in the Contract Price is determined on the basis of Cost of the Work, then for such Design Professional Services (exclusive of reimbursable expenses, if any) the Engineer, Project Design Professional, or other design entity performing the Design Professional Services (regardless of tier) may invoice no more than Billing Rates included in Exhibit C. The Design Builder shall provide the billing rates that are applicable to the persons assigned to the Project within 14 days of Award.
- B. If the value of Work covered by a Change Order or an adjustment in the Contract Price is determined on the basis of Cost of the Work, and involves Work performed under Construction Subcontracts or Design Agreements, the allowable mark-ups on lower tier invoices shall be limited as stated in Paragraph 11.05.D.2.c and d of the General Conditions.

ARTICLE 4 – PAYMENT PROCEDURES

4.01 *Submittal and Processing of Payments*

- A. Design-Builder shall submit Applications for Payment for processing by Owner in accordance with Article 14 of the General Conditions.

4.02 *Progress Payments; Retainage*

- A. During the Preliminary Stage the Owner shall make payment within 30 days of the receipt of Design-Builder's invoice for Preliminary Stage services. Owner shall not withhold any portion of such payment as retainage.
- B. During the Completion Stage the Owner shall make progress payments on account of the Completion Stage Price on the basis of Design-Builder's Applications for Payment on or about the 25th day of each month during construction as provided in Paragraphs 4.02.B.1 and 4.02.B.2 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 Cost of Work completed (or in the case of a Stipulated Price contract, such percentage of the value of Work completed), with the balance being retainage. If the Work has been 50 percent completed as determined by Owner, and if the character and progress of the Work have been satisfactory to Owner, then as long as the character and progress of the Work remain satisfactory to Owner, there will be no additional retainage; and
 - b. 100 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
 2. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Design-Builder to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 14.01.G of the General Conditions, and less 200 percent of Owner'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.
 3. Notwithstanding the provisions above, no retainage shall be withheld with respect to the portion of an Application for Payment pertaining to engineering, design, other professional services, or any Preliminary Stage work.

4.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.06 of the General Conditions, Owner shall pay the final amount due.

ARTICLE 5 – INTEREST

5.01 *Interest Rate*

- A. All amounts not paid when due shall bear interest at the rate of 12 percent per annum, or if applicable at the rate stated in a governing prompt payment statute.

ARTICLE 6 – INSURANCE AND BONDS

6.01 *Insurance*

- A. Design-Builder and Owner shall obtain and maintain insurance as required by the General Conditions and Supplementary Conditions.

6.02 *Performance, Payment, and Other Bonds*

- A. As part of the Work under the Completion Stage, the Design-Builder shall furnish a performance bond and a payment bond, each in an amount equal to the Completion Stage Price as duly established and modified under this Contract, as security for the faithful performance and payment of Design-Builder's obligations under the Completion Stage. These bonds shall be in the form prescribed by the Contract and governed by the provisions of Paragraph 6.01 of the General Conditions. Design-Builder shall also furnish such other bonds as are required by other specific provisions of the Contract.

ARTICLE 7 – DESIGN-BUILDER'S REPRESENTATIONS

7.01 *Representations*

- A. Design-Builder makes the following representations for Owner's reliance:
 1. Design-Builder has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
 2. Design-Builder has visited the Site, conducted a visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Design-Builder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
 4. NOT USED
 5. Design-Builder has considered the information known to Design-Builder itself, and to Construction Subcontractors and Project Design Professionals that Design-Builder has selected as of the Effective Date; information commonly known to design professionals, design-builders, and contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings (if any) identified in the Contract Documents or otherwise made available to Design-Builder, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Design-Builder; and (3) Design-Builder's safety precautions and programs.
 6. NOT USED.
 7. Design-Builder 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.
 8. NOT USED.
 9. The Conceptual Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

10. Design-Builder's entry into this Contract constitutes an incontrovertible representation by Design-Builder that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 8 – ACCOUNTING RECORDS

8.01 *Maintaining and Preserving Cost Records*

- A. Design-Builder shall keep such full and detailed accounts of materials incorporated and utilized for the Work as may be necessary for proper financial management under this Agreement. Design-Builder shall preserve all such documents for a period of three years after the final payment by Owner.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

- A. The Contract Documents consist of the following:
 1. This Agreement (pages 1 to 13, inclusive).
 2. General Conditions (pages 1 to 59, inclusive).
 3. Conceptual Documents (not attached).
 - a. Pilot Study Results by Komline Harn dated 1/2/25 (emailed 9/18/25)
 - b. Hattie Place well data (emailed 9/24/25)
 - c. Schematic for Concentrate Line terminal point
 - d. 3yrs Historical Data TTHM & HAA5
 - e. Survey dated 1/25/24
 4. Exhibit A, Preliminary Stage Work.
 5. Exhibit B, Compensation.
 6. Design-Builder's Proposal.
 7. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Performance Bond.
 - b. Payment Bond .
 - c. Other Bonds. **(If any)**
 - d. Work Change Directives.
 - e. Change Orders.
 - f. Record Drawings and Record Specifications.
 - g. Proposal Amendment.
 8. Other Exhibits to this Agreement (enumerated as follows):
 - a. Exhibit C – Hourly Billing Rates for Preliminary Stage Services

- B. The documents listed in Paragraph 9.01.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 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and Supplementary Conditions.

10.02 *Assignment of Contract*

- A. Unless expressly agreed to elsewhere in the Contract, 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, money that may become due and money that is 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.

10.03 *Successors and Assigns*

- A. Owner and Design-Builder each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract.

10.04 *Severability*

- A. Any provision or part of the Contract 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 Design-Builder, who agree that the Contract 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.

10.05 *Design-Builder's Certifications*

- A. Design-Builder 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 15.05:
 - 1. “corrupt practice” means the offering, giving, receiving or soliciting of anything of value 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 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.

10.06 *Other Provisions*

NONE

IN WITNESS WHEREOF, Owner and Design-Builder have signed this Agreement.

This Agreement will be effective on January 27, 2026 (which is the Effective Date of the Contract).

OWNER:

Lowndes County, Georgia

DESIGN-BUILDER:

Reynolds Construction of Georgia, LLC

By:

Bill Slaughter

John Chase

Title: Chairman

Title: Vice President

Attest:

Belinda C. Lovern

Attest:

Jeanie Lucas

Title: Clerk

Title: Assistant Secretary

Address for giving notices:

327 North Ashley St.

Address for giving notices:

300 East Broad St

Valdosta, GA 31601

Fairburn, GA 30213

License No.: UC 302401
(*where applicable*)

This is **EXHIBIT A**, consisting of 9 pages, referred to in and part of the **Agreement between Owner and Design-Builder for Progressive Design-Build** dated January 27, 2026.

EXHIBIT A – PRELIMINARY STAGE WORK

ARTICLE 1 –BASIC SERVICES: Preliminary Stage

A1.01 Study and Report Phase

A. In the Study and Report Phase of the Preliminary Stage, the Design-Builder shall, in accordance with those services listed in **Exhibit A- 1**:

1. Review the Conceptual Documents, if any, and other information furnished by Owner.
2. Consult with Owner as needed to define and clarify Owner's requirements for the Project, as set forth in the Conceptual Documents or otherwise, including design objectives and constraints; space, capacity and performance requirements; flexibility and expandability needs; quality standards; and Owner's budgetary limitations.
3. Identify available data, information, reports, facilities plans, and site evaluations; obtain such items from Owner or others; review.
4. Request that Owner obtain data or services that are not part of Design-Builder's Preliminary Stage Services and are reasonably required to enable Design-Builder to complete its Preliminary Stage Services.
5. If Owner has already identified one or more potential solutions to meet its Project requirements, in the Conceptual Documents or otherwise, then proceed with the study and evaluation of such potential solution(s).
6. If Owner has not identified one or more potential solutions for study and evaluation, or if the Owner's proposed solutions are not feasible, then identify one or more potential solutions to meet Owner's Project requirements, and study and evaluate such potential solution(s).
7. Identify and analyze relevant requirements of governmental authorities having jurisdiction over the Project; consult with such governmental authorities as necessary.
8. Visit the Site(s) to review existing conditions and facilities, unless such visits are not necessary or applicable to meeting the Study and Report objectives.
9. Review any environmental assessments and impact statements furnished by Owner, and analyze the effect of any such environmental documents (including any mitigation measures identified in the documents) on the Project, including the contemplated design and construction.
10. Recommend to Owner those solutions which in Design-Builder's judgment meet Owner's requirements for the Project.
11. Prepare a report (the "Report") which will, as appropriate, contain schematic layouts, sketches and conceptual design criteria, and appropriate exhibits; and indicate the

applicable requirements, considerations involved, and Design-Builder's recommended solutions. This Report will be accompanied by Design-Builder's estimate of Design-Build Cost for each recommended solution. This Report shall include descriptions of any deviations from the Contract Documents, particularly the Conceptual Documents and excerpts from Design-Builder's Proposal.

12. In the Report, advise Owner of any limitations on the use or applicability of the Report.
13. If requested to do so by Owner, assist Owner in identifying opportunities for enhancing the sustainability of the Project.
14. Use ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data" as a means to develop a scope of work and procedure for the identification and mapping of existing utilities, consistent with the provisions of Paragraph 5.05 of the General Conditions regarding Underground Facilities.
15. Develop a scope of work and survey limits for any topographic and other surveys necessary for design.
16. If Owner and Design-Builder have not already stipulated that certain Work will be performed by Construction Subcontractors selected on a competitive-bid basis (or by Design-Builder if it bids on such work and is the successful bidder), identify Construction Subcontract bid packages that in Design-Builder's judgment should be let by competitive bidding.
17. Perform or furnish the following additional Study and Report Phase tasks or deliverables: Preliminary Design Approach, Perform Geotech, Perform Existing Well Flow Test.
18. Furnish electronic copies of the Report (and any other deliverables) to Owner pursuant to the Preliminary Stage Schedule and review it with Owner.
19. Revise the Report (and any other deliverables) in response to Owner's comments, as appropriate, and furnish electronic copies of the revised Report (and any other deliverables) to the Owner pursuant to the Preliminary Stage Schedule.

B. Design-Builder's Work under the Study and Report Phase of the Preliminary Stage will be considered complete on the date when Design-Builder has delivered the copies of the revised Report (and any other deliverables) to Owner.

A1.02 *Preliminary Technical Documents*

- A. After acceptance by Owner of the Report, selection by Owner of a recommended solution and indication of any specific modifications or changes in the scope, extent, character or design requirements of the Project desired by Owner, and upon written authorization from Owner, Design-Builder shall, subject to Exhibit A - 1:
 1. NOT USED.
 2. Visit the Site as needed to prepare the Preliminary Technical Documents.
 3. Make measured drawings and conduct additional investigation of the Site.
 4. Prepare or furnish Preliminary Technical Documents (including but not limited to final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project) that show or describe the character, scope, and intent of, the Construction

EXHIBIT A – Preliminary Stage Work.

EJCDC® D-512, Agreement Between Owner and Design-Builder for Progressive Design-Build.
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to be performed or furnished by Design-Builder in the Completion Stage. The Preliminary Technical Documents shall be based on or consistent with the Report unless noted otherwise. The Preliminary Technical Documents will be taken to a point of 30 percent of the final design. Additionally, it is the intent to progress the drawings to write a preliminary Letter of Intent to GA EPD to seek concurrence on progressing the design and construction of the WTP. These will not be 100% drawings but in some disciplines they will be ~60% and in others closer to 30%

5. Provide in writing to Owner descriptions of any deviations in the Preliminary Technical Documents from the Contract Documents, particularly the Conceptual Documents and the excerpts from the Design-Builder's proposal, or the Report.
6. Furnish to Owner electronic copies of the Preliminary Technical Documents according to the Preliminary Stage Schedule, and review them with Owner.
7. Revise the Preliminary Technical Documents in response to Owner's comments, as appropriate, and furnish electronic copies of the revised Preliminary Technical Documents to the Owner pursuant to the Preliminary Stage Schedule.

B. Design-Builder's Work under the Preliminary Technical Documents Phase of the Preliminary Stage will be considered complete on the date when Design-Builder has delivered final copies of the Preliminary Technical Documents to Owner.

A1.03 *Construction Planning*

- A. *Planning Tasks:* Concurrent with Design-Builder's development of the Preliminary Technical Documents, Design-Builder shall begin to plan and organize anticipated construction activities. Tasks shall include (but are not limited to) the following:
 1. Identification of potential Construction Subcontractors and Suppliers.
 2. Constructability reviews, with ongoing feedback to the design professionals.
 3. Development and refinement of the construction schedule, with the addition of greater scheduling detail as the design and construction planning progresses.
 4. Identification of potential for phased or fast-track construction.
 5. Consideration of off-site fabrication options.
 6. Identification of the need for or advantage in making long lead-time equipment and materials purchases.
 7. Development of Subcontract bid packages that will be let by competitive bidding.
- B. *Development of Completion Cost Estimate:* Throughout the Preliminary Stage, Design-Builder shall develop and refine the Completion Cost Estimate, based on Site information, square-foot or similar estimated costs, the draft design, budget considerations, construction planning, projected schedule, quantity estimates, unit prices, cost of materials and labor, anticipated allowances, permits and taxes, storage and transportation costs, insurance costs, information from prospective Subcontractors and Suppliers, construction-phase engineering services, standard contingencies, administrative costs, Contract terms and conditions, and other relevant factors. Design-Builder shall conduct the development and refinement of the Completion Cost Estimate using a transparent "open book" process. Under the open book process:

EXHIBIT A – Preliminary Stage Work.

1. Owner and Design-Builder shall meet as needed to review the status of the draft Completion Cost Estimate, including detailed line item components and supporting data and information.
2. Owner may at any time during the Preliminary Stage indicate to Design-Builder ways in which the draft Completion Cost Estimate might be improved, including opportunities for Owner to furnish materials or equipment, access to improved information regarding the Site or local conditions, changes in scope or schedule, and enhancing competition.

C. *Final Completion Cost Estimate:* After delivering the final Preliminary Technical Documents, as duly reviewed and revised, to Owner, as required in Paragraph A1.02 above, Design-Builder shall prepare a final Completion Cost Estimate, based on such final Preliminary Technical Documents and all other relevant factors relevant to cost.

D. *Completion Price:* Pursuant to the Preliminary Stage Schedule, Design-Builder shall submit to Owner proposed Completion Price(s) as set forth in Paragraph 3.03 of this Agreement. The proposed Completion Price(s) shall indicate the Contract Times applicable to each specific Contract Price.

A1.04 Initial Equipment and Materials Procurement

A. As Design-Builder develops the Preliminary Technical Documents, it shall:

1. identify equipment to be installed during construction that (a) requires early procurement to allow sufficient time for manufacture or customization, and delivery to the Site, or (b) will not be readily available, or will be inordinately expensive if not procured well in advance of construction.
2. Identify materials needed for construction that (a) should be procured and stockpiled to avoid potential shortages, (b) are currently priced advantageously and should be procured or ordered to avoid possible price fluctuations, (c) require early procurement to give sufficient time for shipment and delivery.

B. In the case of any such item, Design-Builder shall propose to Owner early procurement, prior to completion of the Preliminary Technical Documents. Owner shall at its option (1) procure the item itself, and make the item available to Design-Builder during construction, (2) authorize Design-Builder to purchase the item, for mutually agreed compensation or reimbursement based on cost and standard mark-ups, or (3) inform Design-Builder that the item is not to be procured until a later point, with acknowledged acceptance by Owner of the risk of adverse price or schedule impacts.

ARTICLE 2 – ADDITIONAL SERVICES

A2.01 Owner's Authorization in Advance Required

A. If authorized in writing by Owner, during the Preliminary Stage the Design-Builder shall furnish or obtain from others Additional Services of the types listed below. These services will be paid for by Owner as indicated in Article 4 of the Agreement.

1. Prepare applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; prepare or review environmental assessments and impact statements; review and evaluate the effects on the design requirements for the Project of any such

EXHIBIT A – Preliminary Stage Work.

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statements and documents prepared by others; and assist in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.

2. Verify the accuracy of drawings or other information furnished by Owner.
3. Perform services resulting from significant changes in the scope, extent or character of the portions of the Project presented or specified by Design-Builder or its design requirements including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revise previously accepted studies, reports, technical exhibits, or other Contract Documents when such revisions are required by changes in Laws or Regulations enacted subsequent to the Effective Date of the Agreement, or are due to any other causes beyond Design-Builder's control.
4. Perform services required as a result of Owner's providing incomplete or incorrect Project information.
5. Provide renderings or models for Owner's use.
6. Undertake investigations and studies of Owner's operations including, but not limited to, detailed consideration of operations, maintenance, and overhead expenses; prepare feasibility studies, cash flow and economic evaluations, rate schedules, and appraisals; assist in obtaining financing for the Project; evaluate processes available for licensing, and assist Owner in obtaining process licensing, audits, or inventories required in connection with construction performed by Owner.
7. Perform services requiring out-of-town travel by Design-Builder, other than for visits to the Site or Owner's office.
8. Prepare for, coordinate with, participate in, and respond to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructability review requested by Owner; and perform or furnish services required to revise studies, reports, Technical Documents or other Proposal Documents as a result of such review processes.

EXHIBIT A – Preliminary Stage Work.

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Exhibit A - 1

SCOPE OF SERVICES

The preliminary design approach is outlined within **Exhibit A** with supporting attachments and exhibits. The Engineer's scope of services is based on this approach. Should modifications to the design approach occur, the Engineer may request modifications to its scope and fee to address the changes.

The Engineer will provide the engineering design, permitting, and construction-phase services to support the Design Builder's efforts to complete a lump sum design-build contract with the Owner. The services defined herein are limited to: preliminary engineering services completed to date, design services to produce the defined 30% submittal materials, and submission of materials to begin the Georgia Environmental Protection Division (GEPD) permitting process.

ITEM A – PRELIMINARY ENGINEERING SERVICES

1. The Engineer will attend a kick-off meeting with the Design Builder, Owner, and the Owner's Consultant to:
 - a. Review the project information, discuss project components, and discuss the Owner's intentions for the project.
 - b. Complete site visit to Moody Air Force Base (AFB) WTP and the existing Spring Creek WTP site.
 - c. Review pilot-testing data and attend coordination conference(s) to discuss findings and modifications related to the full-scale facility design.

The Engineer will provide meeting minutes to summarize discussion points and the Owner's preliminary direction.

2. The Engineer will review available record information related to the Spring Creek WTP components and overall water system operations.
3. The Engineer will prepare a preliminary design approach for the Design Builder and Owner's review.
4. The Engineer has budgeted one field trip. Virtual meetings with the Owner and/or Design Builder are incorporated into the overall scope of work.

ITEM B – ENGINEERING DESIGN SERVICES | 30% CDD

1. 30% Conceptual Design Document (CDD) will include the following items:
 - a. Basis of Design Report (BODR) with design criteria for each process component.
 - b. Site layout of proposed improvements.
 - c. List of proposed equipment manufacturers.
 - d. List of proposed technical specifications.
2. To facilitate early procurement needs, the Engineer will develop the following deliverables as part of this task:
 - a. Preliminary Site Plan with well siting criteria.
 - b. Conceptual Yard Piping Plan
 - c. Conceptual Building Plan
 - d. Conceptual Mechanical Plan
 - e. Preliminary Process Flow Diagram (PFD) with Harn coordination.
 - f. Preliminary Piping and Instrumentation Diagram (P&ID) with Harn coordination.
 - g. Preliminary Hydraulic Profile drawing.
 - h. Preliminary Electrical Single-Line Diagram.
3. Coordination with Design Builder to assist construction cost estimating via preliminary design efforts to define scope of work including preliminary sizing of foundations, piping sizes, pump sizes, motor loads, etc.
4. Engineer will attend one design progress review workshop with project team. Review workshop shall be a one-day workshop with key design team members. Engineer will review and update the decision log during the review workshop.
5. Review and input from the membrane manufacturer will be required as part of the review process.
6. The Engineer will support the Design Builder's early coordination efforts with suppliers and manufacturer representatives to clarify scope and assist in the pricing efforts.

ITEM C - PERMITTING SERVICES

1. Georgia Environmental Protection Division (EPD) Permitting: The Engineer will prepare and submit an EPD application to construct the proposed improvements and will respond to all reasonable requests for additional information.

- a. The Engineer's services will include conducting a video-conference-pre-application meeting with the Georgia EPD to outline the proposed improvements and discuss any comments they have related to the project.
- b. Modifications to water use permits and/or requests for additional groundwater allocations are not included.

ITEM D – MISCELLANEOUS SERVICES ALLOWANCE

The Design Builder or Owner may desire additional services that were not contemplated as part of this scope of work with associated fees. The Miscellaneous Services Allowance will be utilized to complete hourly work as defined and approved by the Design Builder or Owner, or separate lump sum tasks.

CONDITIONS

The following conditions apply:

1. Design Builder/Owner shall provide copies of all available Owner records as may be required for the Engineer to complete these services.
2. Design Builder/Owner shall provide the Engineer with information about the existing water distribution system's operation.
3. Design Builder/Owner shall provide the Engineer with information about the existing sanitary sewer system that will serve the water treatment plant waste flow streams.

EXCLUSIONS

1. Soil remediation, soil contamination surveys, dewatering permitting, etc.
2. Topographic Surveying or Field (as-built) Measurements.
3. Any wetland activities, permitting, etc.
4. Resident observation services.

5. Consent order compliance reporting, meetings, legal activities, and/or GEPD coordination beyond permitting facility as defined in Scope of Services.
6. Completion of separate construction procurement package including but not limited to: biddable construction drawings, biddable project manual with technical specifications and engineering services associated with a public bidding process.

This is **EXHIBIT B**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Design-Builder for Progressive Design-Build** dated January 27, 2026.

EXHIBIT B – DESIGN BUILDER’S COMPENSATION

Design Builder shall be compensated for the performance of Work in accordance with the supplemental terms provided in Exhibits B-1 and B-2.

This is **EXHIBIT B-1**, consisting of 1 pages, referred to in and part of the **Agreement between Owner and Design-Builder for Progressive Design-Build** dated January 27, 2026.

B-1: PRELIMINARY STAGE—STIPULATED PRICE

Article 3 of the Agreement is supplemented as follows:

3.02.C Preliminary Stage Work Subject to Stipulated Price Compensation

1. For each phase of Work under the Preliminary Stage that is subject to Stipulated Price compensation under Paragraph 3.02 of the Agreement, Owner shall pay Design-Builder for performance of such Work the Stipulated Price indicated in that paragraph.
2. The Stipulated Price includes compensation for the subject Work and the services, labor, and materials furnished by Design-Builder's Project Design Professionals and Construction Subcontractors, if any. Appropriate factors have been incorporated into the Stipulated Price to account for labor, overhead, profit, and expenses.
3. The portion of the Stipulated Price billed will be based upon Design-Builder's estimate of the proportion of the total Work actually completed during the billing period to the Stipulated Price for the phase.

This is **EXHIBIT B-2**, consisting of 1 pages, referred to in and part of the **Agreement between Owner and Design-Builder for Progressive Design-Build** dated January 27, 2026.

B-2: PRELIMINARY STAGE—ADDITIONAL SERVICES

Article 3 of the Agreement is supplemented as follows:

3.02.D Preliminary Stage—Additional Services

1. Owner shall pay Design-Builder for Additional Services as follows:

For Work performed by design and construction professional personnel engaged directly in providing services pursuant to Article A2.01 of Exhibit A, regardless of the contractual tier of such design and construction professionals' employers, an amount equal to the cumulative hours devoted to such services by each class of design and construction professionals times hourly rates for each applicable billing class for all Additional Services, plus Reimbursable Expenses, if any. The Design-Builder's Standard Hourly Rates and Reimbursable Expenses Schedule are attached to this Agreement as Exhibit C.

- a. Standard Hourly Rates set forth in Exhibit C include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
- b. The amounts payable to Design-Builder for Reimbursable Expenses will be the internal expenses actually incurred or allocated by Design-Builder with respect to the Additional Services; plus all invoiced external Reimbursable Expenses allocable to the Additional Services.

EXHIBIT B-2: Preliminary Stage—Additional Services.

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EXHIBIT C - HOURLY BILLING RATES

Category	Hourly Rate
Project Manager IV	\$253
Project Manager III	\$206
Project Manager II	\$158
Project Manager I	\$142
Manager II	\$246
Manager I	\$183
Engineer V	\$298
Engineer IV	\$186
Engineer III	\$163
Engineer II	\$144
Engineer I	\$122
Architect V	\$315
Architect IV	\$226
Architect III	\$186
Architect II	\$166
Architect I	\$155
Landscape Architect III	\$179
Landscape Architect II	\$175
Landscape Architect I	\$154
Designer V	\$167
Designer IV	\$145
Designer III	\$127
Designer II	\$109
Designer I	\$93
Scientist III	\$179
Scientist II	\$112
Scientist I	\$97

Category	Hourly Rate
Planner III	\$322
Planner II	\$137
Planner I	\$122
GIS Manager	\$202
GIS Analyst III	\$155
GIS Analyst II	\$115
GIS Analyst I	\$108
Technician III	\$154
Technician II	\$138
Technician I	\$113
Analyst III	\$154
Analyst II	\$120
Analyst I	\$109
CADD III	\$116
CADD II	\$89
CADD I	\$75
Administrative V	\$154
Administrative IV	\$135
Administrative III	\$101
Administrative II	\$85
Administrative I/Clerical	\$71
Project Administrator II	\$158
Project Administrator I	\$124
Intern II	\$77
Intern I	\$68

Category	Hourly Rate
Construction Manager II	\$199
Construction Manager I	\$183
Construction Rep III	\$173
Construction Rep II	\$148
Construction Rep I	\$120
Surveyor III	\$248
Surveyor II	\$155
Surveyor I	\$82
Crew Chief	\$108
Instrument Operator	\$100
Survey Crew - 3 Man	\$400
Survey Crew - 2 Man	\$374
Survey Crew - 1 Man	\$289
GPS Crew II	\$289
GPS Crew I	\$205

Reynolds Construction	Hourly Rate
Laborer	\$59
Pipelayer	\$79
Carpenter/Eqpmnt Setter	\$84
Excavator Operator	\$91
General Operator	\$84
Crane Operator	\$135
Foreman	\$99
Superintendent	\$118
Project Eng/ Estimator	\$79
Project Mgr/Sr. Estimator	\$108
Ops Manager/DBIA Lead	\$137

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: Peterson Road Lift Station Pump Repair

Work
Session/Regular
Session

BUDGET IMPACT: \$24,400.00

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: Peterson Road Lift Station Pump Repair

HISTORY, FACTS AND ISSUES: Pump one at the Peterson Road lift station began running high amps. After troubleshooting, the pump was sent to Xylem for further diagnostics. After examining the pump, Xylem determined the cost of repairs would be \$24,400.00. The cost of a new pump is \$76,440.25. Staff recommends approval for the pump to be repaired for \$24,400.00.

OPTIONS: 1. Approve
2. Board's Pleasure

RECOMMENDED ACTION: Approve

DEPARTMENT: Utilities DEPARTMENT HEAD: Steve Stalvey

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

November 26, 2025

LOWNDES CNTY UTILITES DEPT
PO BOX 1349
VALDOSTA GA 31603-1349

128 A Airport Park Drive
Garden City, GA 31408
Tel (912) 966-1577
Fax (912) 966-1579

Quote # R2025-SAV-0334
Project Name: Lowndes County 3300.091-9760023
Job Name: Lowndes County 3300.091-9760023
Contact:Steve Stalvey
Phone:(229) 671-2504
Email:sstalvey@lowndescounty.com
Work Order: WO-00387093

Product Identification

Product Number: 00-33000916064

Serial Number: 3300.091-9760023

Repair/Service Requirements and remarks

Basic repair kit, Impeller, cable flip terminal board

Block 1

Qty	Description	Unit Price	Extended Price
2	SCREW,ALLEN M12 X 30 SS	\$ 7.57	\$ 15.13
1	GROMMET,CR 41ID 60OD 26L	\$ 242.49	\$ 242.49
1	RING,WEAR STATIONARY BRASS	\$ 954.46	\$ 954.46
1	TERMINAL BOARD UNIT	\$ 783.08	\$ 783.08
1	IMPELLER,C HT 305MM CI 3300	\$ 7,903.73	\$ 7,903.73
1	KIT,REPAIR BASIC 3300.180	\$ 11,511.00	\$ 11,511.00
21	LABOR,SVC FLYGT,NO TAX Z3-TP MODELS: 3000,6000,7000,8000	\$ 132.18	\$ 2,775.88
1	ENV FEE >50HP TP ENVIRONMENTAL FEE	\$ 109.39	\$ 109.39
1	SHOP SUPPLIES-LARGE PUMPS TP MISC SHOP SUPPLIES FOR REPAIR	\$ 104.84	\$ 104.84
	Total Price		\$ 24,400.00

Terms & Conditions

This order is subject to the Standard Terms and Conditions of Sale – Xylem Americas effective on the date the order is accepted which terms are available at <http://www.xyleminc.com/en-us/Pages/terms->

[conditions-of-sale.aspx](#) and incorporated herein by reference and made a part of the agreement between the parties.

Purchase Orders: Please make purchase orders out to: Xylem Water Solutions USA, Inc.

Freight Terms: 3 DAP - Delivered At Place 08 - Jobsite (per Incoterms 2020)

See Freight Payment (Delivery Terms) below.

Taxes: State, local and other applicable taxes are not included in this quotation.

Back Charges: Buyer shall not make purchases nor shall Buyer incur any labor that would result in a back charge to Seller without prior written consent of an authorized employee of Seller.

Unclaimed Equipment and Purchase Order Policy:

Insofar and to the extent that this Quote is for Xylem in-house repairs of Customer-owned equipment, Xylem will require that a Purchase Order or Scrap Authorization be received in writing within 90 days of this Quote. In the event Xylem does not receive a Purchase Order or Scrap Authorization in writing within 90 days, Xylem reserves the right to return Customer-owned equipment to the Customer's location and Customer will be liable to Xylem for the return freight in addition to the initial evaluation costs incurred to provide Quote.

Tariff Changes:

The prices quoted herein are based on the current tariff rates, duties, government charges, and trade regulations as of the date of this quote. If any new tariffs, duties, taxes, or similar charges are imposed, or any existing tariffs, duties, or charges are increased or modified by any government or regulatory authority (collectively, "Tariff Changes"), and such Tariff Changes result in an increase in the cost of goods, Xylem reserves the right to adjust the pricing of the affected goods to reflect the increased costs.

Shortages:

Xylem will not be responsible for apparent shipment shortages or damages incurred in shipment that are not reported within two weeks from delivery to the jobsite. Damages should be noted on the receiving slip and the truck driver advised of the damages. Please contact our office as soon as possible to report damages or shortages so that replacement items can be shipped and the appropriate claims made.

Terms of Delivery: Full Freight Allowed

Terms of Payment: 100% N30 after invoice date.

Xylem's payment shall not be dependent upon Purchaser being paid by any third party unless Owner denies payment due to reasons solely attributable to items related to the equipment being provided by FLYGT.

Schedule: Please consult your local Flygt Branch Office to get fabrication and delivery lead times.

Validity: This Quote is valid for thirty (30) days.

Please note that this pricing is valid for 30 days and contingent upon final approval of submittals and release to fabrication by (within 90 days of bid date). This quotation is subject to change if any changes to the specifications or plans are made that alter the scope of supply.

We do not supply junction boxes, disconnects, surge protection, kellum grips, piping, valves, guide bars, pressure gauges, spare parts, labor or any other equipment or installation services not specifically indicated above.

We thank you for your interest in Flygt equipment from Xylem Water Solutions USA, Inc.. and look forward to being of service to you in the near future. Please feel free to call if you have any questions or if you require assistance.

Sincerely,

John Harris

Phone: 912-966-1577

john.harris@xylem.com

Sarah Covino
Business Operation Specialist

Cell: 912-813-5258
Sarah.Covino@xylem.com

Customer Approval

Complete and sign this Approval and return to Xylem Water Solutions USA, Inc with, or in place of, your Purchase Order

I authorize Xylem Water Solutions USA, Inc to proceed for the amount Repair Replacement shown above.

Customer Name: _____ Date: _____

Customer Signature: _____ PO #: _____

Ship To: Will Pick Up Deliver Ship To

Ship/Delivery Address: _____

Bill To: _____

Taxable: Yes No

Tax Exemption Certificate must be on file or tax will be applied to the invoice.



a xylem brand



Introducing the Xylem Preventative Maintenance Agreement

Don't forget to protect your new assets

Thank you for considering Xylem for your pumping equipment needs. We appreciate the significance of your purchase decision and want to ensure you get the most out of your investment. The most cost-effective way to do this is to sign-up for a preventative maintenance agreement (PMA) that we tailor to your specific requirements and budget. A Xylem PMA offers a proven method to extend your equipment life, prevent expensive repairs and minimize unplanned failures. It's also ensures you remain in compliance with environmental, health and other government regulations – critical to maximizing operation uptime.

Our Flygt Gold PMA Includes:

- One scheduled preventative maintenance service visit with multi-point inspection, 12 months after purchase and discounted access to Xylem's rental fleet
- An additional 12-month warranty when purchased with your new or replacement Flygt pump(s)
- The option to renew annually or on a multi-year basis following the first service visit
- Priority service on repairs and field service calls

* Flat-Rate Pricing is available for new and replacement Flygt models 3069, 3085, 3102, 3127, 3153, 3171, 3202, 3301 & 3315 starting at \$500 per pump.

Multi-year PMA packages are available as well.
Contact your Xylem Sales Representative today for more information.

Visit our [PMA site](#) for more info

xylem
Let's Solve Water



**Xylem Water Solutions USA, Inc.
Flygt Products**

January 9, 2026

LOWNDES CNTY UTILITES DEPT
PO BOX 1349
VALDOSTA GA 31603-1349

128 A Airport Park Drive
Garden City, GA 31408
Tel (912) 966-1577
Fax (912) 966-1579

Quote # 2026-SAV-0009
Project Name: Peterson Rd Replacement
Job Name:

Xylem Water Solutions USA, Inc. is pleased to provide a quote for the following Flygt equipment.

Pumps

Qty	Part Number	Description
1	3301.095-0108	Flygt Model NP-3301.095 6" volute Submersible pump equipped with a 460 Volt / 3 phase / 60 Hz 85 HP 1750 RPM motor, 466 impeller, 1 x 65 Ft. length of SUBCAB S3x50+3x25/3+S(4x0,5) submersible cable, FLS leakage detector, volute is prepared for Flush Valve

Total Price \$ 72,113.25

Freight Charge \$ 4,327.00

Total Price \$ 76,440.25

Terms & Conditions

This order is subject to the Standard Terms and Conditions of Sale – Xylem Americas effective on the date the order is accepted which terms are available at <http://www.xyleminc.com/en-us/Pages/terms-conditions-of-sale.aspx> and incorporated herein by reference and made a part of the agreement between the parties.

As of October 14th, 2024, all orders must meet a minimum dollar value of \$1,200. Xylem reserves the right to refuse to process any order that does not meet the minimum order value requirement. Xylem will support order adjustments to meet the minimum order value threshold.

Purchase Orders:	Please make purchase orders out to: Xylem Water Solutions USA, Inc.
Freight Terms:	3 DAP - Delivered At Place 08 - Jobsite (per Incoterms 2020) See Freight Payment (Delivery Terms) below.
Taxes:	State, local and other applicable taxes are not included in this quotation.
Back Charges:	Buyer shall not make purchases nor shall Buyer incur any labor that would result in a back charge to Seller without prior written consent of an authorized employee of Seller.



Tariff Changes:	The prices quoted herein are based on the current tariff rates, duties, government charges, and trade regulations as of the date of this quote. If any new tariffs, duties, taxes, or similar charges are imposed, or any existing tariffs, duties, or charges are increased or modified by any government or regulatory authority (collectively, "Tariff Changes"), and such Tariff Changes result in an increase in the cost of goods, Xylem reserves the right to adjust the pricing of the affected goods to reflect the increased costs.
Shortages:	Xylem will not be responsible for apparent shipment shortages or damages incurred in shipment that are not reported within two weeks from delivery to the jobsite. Damages should be noted on the receiving slip and the truck driver advised of the damages. Please contact our office as soon as possible to report damages or shortages so that replacement items can be shipped and the appropriate claims made.
Terms of Payment:	100% N30 after invoice date. Xylem's payment shall not be dependent upon Purchaser being paid by any third party unless Owner denies payment due to reasons solely attributable to items related to the equipment being provided by FLYGT.
Schedule:	Please consult your local Flygt Branch Office to get fabrication and delivery lead times.
Terms of Delivery:	Full Freight Allowed
Validity:	<p>This Quote is valid for thirty (30) days.</p> <p>Please note that this pricing is valid for 30 days and contingent upon final approval of submittals and release to fabrication by (within 90 days of bid date).</p> <p>This quotation is subject to change if any changes to the specifications or plans are made that alter the scope of supply.</p>

We do not supply junction boxes, disconnects, surge protection, kellum grips, piping, valves, guide bars, pressure gauges, spare parts, labor or any other equipment or installation services not specifically indicated above.

We thank you for your interest in Flygt equipment from Xylem Water Solutions USA, Inc.. and look forward to being of service to you in the near future. Please feel free to call if you have any questions or if you require assistance.

Sincerely,



Scott Adams
Sales Representative
Phone: 912-966-1577



John Harris
Sales Representative
Phone: (912) 966 1577

Cell: 912-271-4081
scott.adams@xylem.com
Fax: 912-966-1579

Cell: (912) 210 4913
john.harris@xylem.com
Fax:(912) 966 1579



**Xylem Water Solutions USA, Inc.
Flygt Products**

Customer Acceptance

This order is subject to the Standard Terms and Conditions of Sale – Xylem Americas effective on the date the order is accepted which terms are available at <http://www.xyleminc.com/en-us/Pages/terms-conditions-of-sale.aspx> and incorporated herein by reference and made a part of the agreement between the parties.

A signed copy of this Quote is acceptable as a binding contract.

Purchase Orders: Please make purchase orders out to: Xylem Water Solutions USA, Inc.

Quote #: 2026-SAV-0009
Customer Name: LOWNDES CNTY UTILITES DEPT
Job Name:
Total Amount: \$ 72,113.25
(excluding freight)

Signature: _____

Name: _____
(PLEASE PRINT)

Company/Utility: _____

PO: _____

Address: _____

Date: _____

Phone: _____

Email: _____

Fax: _____



a xylem brand



Introducing the Xylem Preventative Maintenance Agreement

Don't forget to protect your new assets

Thank you for considering Xylem for your pumping equipment needs. We appreciate the significance of your purchase decision and want to ensure you get the most out of your investment. The most cost-effective way to do this is to sign-up for a preventative maintenance agreement (PMA) that we tailor to your specific requirements and budget. A Xylem PMA offers a proven method to extend your equipment life, prevent expensive repairs and minimize unplanned failures. It's also ensures you remain in compliance with environmental, health and other government regulations – critical to maximizing operation uptime.

Our Flygt Gold PMA Includes:

- One scheduled preventative maintenance service visit with multi-point inspection, 12 months after purchase and discounted access to Xylem's rental fleet
- An additional 12-month warranty when purchased with your new or replacement Flygt pump(s)
- The option to renew annually or on a multi-year basis following the first service visit
- Priority service on repairs and field service calls

* Flat-Rate Pricing is available for new and replacement Flygt models 3069, 3085, 3102, 3127, 3153, 3171, 3202, 3301 & 3315 starting at \$500 per pump.

Multi-year PMA packages are available as well.
Contact your Xylem Sales Representative today for more information.

Visit our [PMA site](#) for more info

xylem
Let's Solve Water

GENERAL TERMS AND CONDITIONS OF SALE
XYLEM WATER SOLUTIONS U.S.A. INC
A SUBSIDIARY OF XYLEM, DESIGNATED AS "SELLER"

ACKNOWLEDGMENT OF GENERAL CONDITIONS OF SALE

Notwithstanding any inconsistent, additional or different terms contained in your purchase order or other documents supplied by you, this acceptance is expressly conditioned upon your agreement to the following terms and conditions.

1. Prices apply to the specific quantities stated on this order, and do not include any taxes, transportation charges, prints, special packaging or stamping not specified on the order. Prices are subject to change without notice.
2. Taxes: Unless prohibited by statute, Purchaser agrees to pay to Seller the amount of any Federal, State, City or other tax which Seller may be required to pay on account of the manufacturer, transportation, sale or use of the material which is the subject of this contract. In lieu of paying such taxes to Seller, Buyer may furnish Seller with a Tax Exemption Certificate or Certificates acceptable to appropriate taxing authorities, at any time prior to Seller's shipment of the products.
3. Quantity Discounts: Quantity discounts are computed separately for each item or on combination of items as Seller may designate and such discounts are based on the quantities ordered and or released at any one time. If an order is canceled, discounts will be adjusted to the discount allowable for the unconcealed quantity, if any.
4. Terms: The Seller reserves the right to require payment in advance or C.O.D. and otherwise modify credit terms should Buyer's credit standing not meet Seller's acceptance. Interest may be charged at the highest rate of interest allowable in the State of manufacturer's office to which this order has been submitted on all accounts not paid when due. Buyer shall not assign or transfer this contract or any interest in it, or monies payable under it, without the written consent of Seller and any assignment made without such consent shall be null and void.
5. Delivery: All shipment dates are after receipt and acceptance or order by Seller (including approved submittals if applicable). If any conditions occur unforeseen at time of acceptance by Seller which prevents compliance with delivery schedules, Seller shall not be liable for damages, general, consequential or otherwise, or for failure to give notice of any delay.
6. Risk of Loss: All shipments will be made FCA selling factory or Distribution Center unless otherwise specified. The Seller (or seller's agent) will select the carrier for shipment. Title to and risk of loss for the material shall pass to the Purchaser upon delivery thereof by the Seller to the carrier or delivery service. Thereupon, the Purchaser shall be responsible therefore. All material is sold FCA shipping point and title and risk of loss passes to the Buyer on delivery to the common carrier at shipping point. (a) Claim for damage or loss should be filed with carrier by Buyer, (b) Order for replacement material must be a new purchase order and will be handled as such, subject to standard "terms and conditions of sale", including freight charges.
7. Warranty: XYLEM WATER SOLUTIONS offers a Commercial Warranty covering Parts and Labor on its pumps to the original End Purchaser, in compliance with requirements of the XYLEM WATER SOLUTIONS Catalog and Technical Manual Specifications for pumping Municipal Wastewater or similar abrasive free, noncorrosive liquids against defects in workmanship and material for the period as defined below.

XYLEM WATER SOLUTIONS Pump Models are warranted from the date of shipment from XYLEM WATER SOLUTIONS CORPORATION to the End Purchaser through the period defined on the appropriate Product Warranty Policy. XYLEM WATER SOLUTIONS CORPORATION will pay the share of the replacement parts costs and labor defined on the appropriate Product Warranty provided the pump with cable attached, is returned to an XYLEM WATER SOLUTIONS SERVICE FACILITY for repairs.

Time after shipment (months or hours) shall be determined by date of receipt of defective product (or Warranty Claim) by XYLEM WATER SOLUTIONS Authorized Repair Facility and/or current copy of Maintenance "Time Operated" report from job site.

Start-up reports and electrical system schematics (including Bills of Material) may be required to support any Warranty Claims; THEY WILL NORMALLY BE REQUIRED FOR CLAIMS FOR PUMPS 18 HORSEPOWER AND GREATER. This Warranty shall not apply to any product or part of product which has been subjected to misuse, negligence, accident, operated in dotted portion of published curves, used in a manner contrary to XYLEM WATER

GENERAL TERMS AND CONDITIONS OF SALE
XYLEM WATER SOLUTIONS U.S.A. INC
A SUBSIDIARY OF XYLEM, DESIGNATED AS "SELLER"

SOLUTIONS' printed instructions, or damaged due to a defective power supply, improper electrical protection or faulty installation or repair.

XYLEM WATER SOLUTIONS' sole obligation under this Warranty shall be to Repair, Replace or Grant a Credit Reimbursement at its discretion, through its Warranty Processing Procedures for defective products when returned prepaid to XYLEM WATER SOLUTIONS and upon XYLEM WATER SOLUTIONS' exclusive examination found to be defective. Products repaired or replaced under this Warranty will be returned freight prepaid.

XYLEM WATER SOLUTIONS CORPORATION neither assumes nor authorizes any person or company to assume for it, any other obligation in connection with the sale of its equipment. Any enlargement or modification of this Warranty by a Representative or other Selling Agent shall become his exclusive responsibility.

XYLEM WATER SOLUTIONS CORPORATION WILL NOT BE HELD RESPONSIBLE FOR TRAVEL EXPENSES, RENTED EQUIPMENT, OUTSIDE CONTRACTOR'S FEES, OR UNAUTHORIZED REPAIR SHOP EXPENSES. THE WARRANTIES MADE HEREIN BY XYLEM WATER SOLUTIONS CORPORATION ARE IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, AND THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY EXPRESSLY DISCLAIMED. XYLEM WATER SOLUTIONS ASSUMES NO LIABILITY FOR LOSS OF USE OR FOR ANY DIRECT, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND IN RESPECT TO THE USE OR OPERATION OF XYLEM WATER SOLUTIONS PRODUCTS, OR ANY EQUIPMENT OR ACCESSORIES IN CONNECTION THEREWITH.

8. **Inspection:** Buyer shall have the right to inspect the Products prior to payment and acceptance and if Buyer's inspection reveals any defects in the Products, Buyer shall notify the Seller within thirty (30) days after receipt of the Products of any claim Buyer might have concerning such defects in the Products discovered by Buyer. Buyer's failure to notify Seller within such thirty-day period shall constitute a waiver by Buyer of all claims covering such defects in the Products.

9. **Seller's Liability:** Seller will not be liable for any loss, damage, cost of repair, incidental or consequential damages of any kind, whether based upon warranty, contract or negligence, and arising in connection with the sale, use or repair of the Products. Seller's maximum liability shall not in any case exceed the contract price for the Products claimed to be defective or unsuitable.

10. **Delays:** Seller will not be liable for any delay in the performance or orders or contracts, or in the delivery or shipment of goods or for any damages suffered by Buyer by reason of such delay. If such delay is, directly or indirectly caused by, or in any manner arises from fires, floods, accidents, riots, acts of God, war, governmental interference or embargoes, strikes, labor difficulties, shortages of labor, fuel, power, materials, or supplies, transportation delays, or any other cause or causes (whether or not similar in nature to any of these hereinbefore specified) beyond its control, the delivery date shall automatically be extended by such delay. All orders or contracts are accepted with the understanding that they are subject to Seller's ability to obtain the necessary materials and all orders or contracts as well as shipments applicable thereto are subject to Seller's current plant schedules, governmental regulations, orders, directives and restrictions that may be in effect from time to time.

11. **Default or Delay in Payment:** If Buyer fails or delays making payment on any order or contract of sale between Buyer and Seller as required by the terms of that order or hereunder, then Buyer agrees that Seller may defer shipment under this contract, or at Seller's option may cancel unshipped product balances, until payment(s) by Seller is brought to a current status. Seller's rights in this respect are additional to other rights and remedies available to Seller for Buyer's breach of this or any other agreement. **Application of Buyer's Payments:** Seller may apply any payments made by Buyer or credits due to Buyer to any amounts owed by Buyer to Seller, as Seller may in its sole discretion determine and without regard to Buyer's instructions in this regard or to commercial practice, if any, governing the manner in which payments are to be applied.

12. **Tools, etc.:** Unless otherwise expressly provided, the Seller shall retain title to and possession of any models, patterns, dies, molds, jigs, fixtures and tools made for or obtained for the furnishing of this order.

13. **Cancellations:** Seller's acceptance of order, cancellation or order reduction requests is conditioned upon receiving Buyer's written agreement to assume termination charges.

14. **Minimum Order:** Seller reserves the right to refuse to accept any order which does not meet quantity requirements which Seller may establish for any given product or group of products.

GENERAL TERMS AND CONDITIONS OF SALE
XYLEM WATER SOLUTIONS U.S.A. INC
A SUBSIDIARY OF XYLEM, DESIGNATED AS "SELLER"

15. Quality Levels: Prices are based on quality levels commensurate with normal processing. If a different quality level is required, Buyer must specify his requirements and pay any additional costs that may be applicable.
16. Errors: Seller reserves the right to correct clerical or stenographic errors or omissions.
17. Patent Indemnity:
 - (a) Patent Indemnity by Seller to Buyer: The Seller agrees to indemnify and hold harmless the Buyer from all damages, legal expenses and costs finally assessed against Buyer in any action for infringement of any United States Letters Patent by the items delivered hereunder, provided that Buyer shall give Seller prompt written notice of any action, claim or threat of patent infringement suite, and shall give Seller opportunity to elect to take over, settle or defend any such claim or action through counsel of his own choice. If the use of any such item or any part thereof should be enjoined, Seller shall have the right at its own expense to procure for Buyer the right to continue using such item, or to replace said item with a non-infringing item, or to modify said item so that it becomes non-infringing. The foregoing provisions as to patent protection from Seller to Purchaser shall not apply to any item manufactured to the design or specifications furnished by Buyer.
 - (b) Patent Indemnity by Buyer to Seller: If the items delivered hereunder are manufactured pursuant to detailed designs furnished by Buyer, Buyer shall indemnify and hold harmless the Seller from all legal expenses, which may be incurred as well as all damages and costs which may finally be assessed against the Seller in any action for infringement of any United States Letters Patent by such items delivered hereunder. The Seller agrees promptly to inform the Buyer of any claim for liability made against the Seller with respect to such items and the Seller agrees to cooperate with the buyer in every way reasonably available to facilitate the defense against any such claim.
18. Fair Labor Standards Act: Seller certifies that products furnished hereunder have been or will be produced in compliance with the Fair Labor Standards Act, as amended, and regulations and orders of the United States Department of Labor issued there under. Seller agrees that this statement may be considered as the written assurance contemplated by the October 26, 1949 amendment to said Act.
19. Acceptance Required to Form Contract: Unless and until a formal written acceptance upon a printed order acknowledgment form is sent by Seller to the Buyer, no order will become effective as a valid contract binding upon Seller.
20. Entire Contract: The provisions hereon and on accompanying papers, if any, constitute all of the terms and conditions agreed upon by the parties and shall replace and supersede any provisions on the face and reverse side of the purchase order of any attachment thereto, or any prior general agreement inconsistent with the provisions hereof. No modification hereof shall be valid unless in writing and duly signed by a person authorized by Seller. The provisions hereof shall not be modified by any usage of trade or any course of prior dealing or acquiescence in any course of performance.
21. Governing Laws: The terms of this agreement and all rights and obligations hereunder shall be governed by the laws of the State of Seller's office to which this order has been submitted.

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: Resolution to Sell Surplus Water Meter Components

Work
Session/Regular
Session

DATE OF MEETING: January 27, 2026

BUDGET IMPACT: NA

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: Resolution to Sell Surplus Water Meter Components

HISTORY, FACTS AND ISSUES: Lowndes County Utilities is replacing water meters that have reached the end of their useful life. The attached resolution will allow the Utilities Department to sell the brass components of the surplus meters under the best terms available at the time of the sale. Staff recommends approval and to authorize the Chairman to sign the attached resolution.

OPTIONS: 1. Approve and authorize the Chairman to sign the attached resolution.
2. Board's Pleasure

RECOMMENDED ACTION: Approve

DEPARTMENT: Utilities

DEPARTMENT HEAD: Steve Stalvey

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

**A RESOLUTION
APPROVING THE SALE OF SURPLUS WATER METER COMPONENTS**

WHEREAS, the Lowndes County Utilities Department (the “Department”) provides water services to certain properties located within the unincorporated area of Lowndes County;

WHEREAS, the provision of said services involves the use of water meters;

WHEREAS, the Department is in the process of replacing approximately 8,500 existing water meters which have reached the end of their useful life (“surplus meters”);

WHEREAS, the Department will need to dispose of said surplus meters;

WHEREAS, the brass components of such surplus meters may have sale value;

WHEREAS, the terms of potential sale of the brass components of such surplus meters may vary from time-to-time depending on the interests of potential buyers in the market for such brass components;

NOW THEREFORE, the Department is authorized to sell the brass components of said surplus meters on the best terms of sale available at the time of sale as determined by the head of the Department.

IT IS SO RESOLVED, this 27th day of January 2026.

Board of Commissioners of Lowndes County, Georgia

By: _____
Bill Slaughter, Chairman

Attest: _____
Belinda C. Lovern, Clerk

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: Condemning Right of Way and Drainage Easement for Twin Lakes Road TSPLOST Paving Project; Parcel 3

BUDGET IMPACT: \$12,400.00

FUNDING SOURCE:

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

**COUNTY ACTION REQUESTED ON: Approve Condemning Right of Way and Drainage
Easement for Twin Lakes Road Paving Project. Parcel 3**

HISTORY, FACTS AND ISSUES: As part of the Twin Lakes TSPLUST project, the County needs to acquire from the owners of the real property identified for purposes of the project as Parcel 3 (i.e., tax parcel 0171 090) (i) certain areas of fee simple ROW totaling 0.15 +/- acres in the aggregate and (ii) 0.07 +/- acres of said parcel for a drainage easement. Parcel 3 is owned by Virginia G. Tyson, Charles F. Hobby, and Nancy G. Hobby. Additional information regarding the ROW areas and the drainage easement can be found in the proposed Declaration of Taking attached hereto. Efforts to acquire the needed property and property rights by negotiation have not resulted in an agreement, and an offer of just compensation pursuant to O.C.G.A. § 22-1-9 sent on January 13, 2026, has not been accepted by the property owners. Staff has determined that acquisition by condemnation is now required in order to keep the subject project on schedule.

OPTIONS: 1. Approve and authorize the Chairman to sign the attached required Declaration of Taking and incorporated Order of the Board of Commissioners and authorize the filing of a proceeding in rem in the Superior Court of Lowndes County, Georgia, condemning the Right of Way areas and the drainage easement identified in the foregoing documents.
2. Redirect.

RECOMMENDED ACTION: Option 1

DEPARTMENT: Engineering DEPARTMENT HEAD: Chad McLeod

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

IN THE SUPERIOR COURT OF LOWNDES COUNTY
STATE OF GEORGIA

BOARD OF COMMISSIONERS OF
LOWNDES COUNTY, GEORGIA,

Petitioner,

v.

FOUR PARCELS CONTAINING 870±
SQUARE FEET, 2,990± SQUARE FEET,
468± SQUARE FEET, AND 2,182± SQUARE
FEET, RESPECTIVELY, FOR
RIGHT-OF-WAY, and ±2,904 SQUARE
FEET FOR CERTAIN EASEMENT
RIGHTS BEING IN A TRACT OF LAND
ON TWIN LAKES ROAD, LOWNDES
COUNTY, GEORGIA,

and

CHARLES F. HOBBY, NANCY G. HOBBY,
and VIRGINIA G. TYSON;
CLAY GUESS, LOWNDES COUNTY TAX
COMMISSIONER, and ANY AND ALL
OTHERS CLAIMING ANY INTEREST IN
THE SUBJECT LANDS

Condemnees.

Civil Action File No. _____

IN REM PROCEEDING

DECLARATION OF TAKING
PURSUANT TO O.C.G.A. § 32-3-1 ET SEQ. AND O.C.G.A. § 22-3-140

WHEREAS, the governing authority of Lowndes County, Georgia, has adopted an Order, a certified copy of which is attached to this Declaration as Appendix "A" and made a part hereof, finding that it is necessary to acquire, by condemnation, (i) fee simple title to certain lands (the "Right of Way Areas") for a right of way as an integral part of a public road known as Twin Lakes Road/County Road No. 390 and (ii) rights in certain other lands for a drainage easement in connection with such roadway (the "Drainage Easement Area"; the Right of Way Areas and the Drainage Easement Area being collectively referred to herein as the "Subject Property");

WHEREAS, all of the Subject Property is fully described on Appendix "B" attached to this Declaration and made a part hereof; and

WHEREAS, said Order further finds that it is necessary to proceed in this particular case under Article 1 of Chapter 3 of Title 32 of the Official Code of Georgia Annotated; and

WHEREAS, the fee simple right of way interest and the drainage easement are needed in connection with the paving of an existing public road and for related public uses and purposes of Lowndes County, Georgia, subject to an order of the Court as contemplated by O.C.G.A. §32-3-12, in, over, across, under, through, and upon the Subject Property;

WHEREAS, plats showing the Right of Way Areas are attached as Exhibit 1 to Appendix "B" to this Declaration;

WHEREAS, a drawing showing the Drainage Easement Area is attached as Exhibit 2 to Appendix "B" to this Declaration;

WHEREAS, the persons whose property or interests are to be taken or otherwise affected and their respective addresses, so far as known, are as follows:

Owners: Charles F. Hobby
707 Smithbriar Drive
Valdosta, Georgia 31602

Nancy G. Hobby
707 Smithbriar Drive
Valdosta, Georgia 31602

Virginia G. Tyson
131 Maryland Drive
Camilla, Georgia 31730

Lienholders: None of record

Lowndes County Tax Commissioner: Clay Guess
Lowndes County Tax Commissioner
P.O. Box 1409
Valdosta, Georgia 31601

WHEREAS, the Board of Commissioners of Lowndes County has caused an investigation and report to be made by a competent land appraiser, upon which to estimate the sum of money to be deposited in the Court as just and adequate compensation for said fee simple right of way and said drainage easement above referred to, a sworn copy of the appraiser's statement being attached hereto identified as Appendix "C" to this Declaration and made a part

hereof;

WHEREAS, in consequence of the sworn statement attached as Appendix "C" to this Declaration, the Board of Commissioners of Lowndes County has determined \$12,400.00 to be just compensation to be paid for the Subject Property, including consequential damages for land not taken, which sum is to be deposited into the Superior Court of Lowndes County, Georgia, as just compensation for the Subject Property;

WHEREAS, Lowndes County, Georgia has the power to acquire the Subject Property for public transportation and related purposes through the use of eminent domain pursuant to O.C.G.A. § 32-3-6; and

NOW, THEREFORE, the premises considered, the Board of Commissioners of Lowndes County, under authority of Article 1 of Chapter 3 of Title 32, of the Official Code of Georgia Annotated, hereby declares that the Right of Way Areas are taken in fee simple as a public road and for related public use and purposes and that the Drainage Easement Area is taken for a drainage easement and for related public use and purposes, subject to the order of the court provided for in O.C.G.A. § 32-3-12.

This 27th day of January, 2026.

BOARD OF COMMISSIONERS OF LOWNDES COUNTY

BY: _____
Bill Slaughter, Chairman

ATTEST: _____
Belinda C. Lovern, Clerk

APPENDIX "A"
TO DECLARATION OF TAKING

**ORDER OF BOARD OF COMMISSIONERS
OF LOWNDES COUNTY, GEORGIA**

WHEREAS, the Board of Commissioners of Lowndes County, Georgia, has determined and found it necessary to pave, improve, erect, construct, install, and lay – and thereafter use, operate, inspect, repair, and maintain – a public road, and related components and systems, known and designated as Twin Lakes Road/County Road No. 390, said public road being more particularly shown on drawings and specifications on file in the office of the Board of Commissioners of Lowndes County, 327 North Ashley Street, Valdosta, Georgia; and

WHEREAS, in order to maintain the projected schedule of construction of said public road it is necessary that the fee simple title to certain lands for a right of way therefor and for a drainage easement be acquired without further delay; and

WHEREAS, the parcels of fee simple right of way, the drainage easement, and the other rights as herein described and as listed below, shown of record as owned by the persons named herein, all as described and shown in Annex 1 to this Order hereinafter enumerated, said Annex 1, being by reference made a part of this Order, are necessary and essential for the construction, use, and operation of said project for public use and purpose:

Required Fee Simple Right of Way: 870 sq. ft. (R/W Area),
2,990 sq. ft. (R/W Area)
468 sq. ft. (R/W Area)
2,182 sq. ft. (R/W Area)

Required Drainage Easement: 2,904 sq. ft. (Drainage Easement Area)

Legal Description: See attached Annex 1

Owners of record: Charles F. Hobby, Nancy G. Hobby, and Virginia G. Tyson

NOW, THEREFORE, IT IS HEREBY ORDERED by the governing authority of Lowndes County, Georgia, that the circumstances are such that it is necessary that the fee simple

right of way herein described and the drainage easement herein described be acquired for said public road for public use and purposes by condemnation under the provisions of Article 1 of Chapter 3 of Title 32 of the Official Code of Georgia Annotated and that it is necessary to proceed in this particular case under said Article; and

FURTHER ORDERED that the Board of Commissioners of Lowndes County, Georgia, proceed to acquire fee simple title to the lands herein described as right of way areas and a drainage easement with respect to the drainage easement area herein described, all by condemnation under said Article 1 of Chapter 3 of Title 32 of said Code, and the office of the County Attorney of Lowndes County, Georgia, is authorized and directed to file condemnation proceedings, including a Declaration of Taking of this Board of Commissioners, to acquire the said fee simple right of way areas and the said drainage easement in, over, across, under, through, and upon said lands and to deposit in the registry of the Court the sum determined to be just compensation, all in accordance with the provisions of said Code; and

IT IS FURTHER ORDERED that the Chairman or the Vice-Chairman, together with the Clerk, or any of them, of the Board of Commissioners be authorized to execute the said Declaration of Taking of this Board of Commissioners and all allied documents.

SO ORDERED this 27th day of January, 2026.

BOARD OF COMMISSIONERS OF LOWNDES COUNTY

BY: _____
Bill Slaughter
Chairman

Attest: _____
Belinda C. Lovern
Clerk

ANNEX 1
TO ORDER OF BOARD OF COMMISSIONERS

To Appendix A of Declaration of Taking

RIGHT OF WAY AREAS

TRACT 1

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

BEGINNING AT A POINT 30.00 FEET RIGHT OF AND OPPOSITE STATION 15+23.88 ON THE CENTERLINE OF C.R. #390 (TWIN LAKES ROAD) BETWEEN LOCH LAUREL ROAD AND THE GEORGIA SOUTHERN AND FLORIDA RAILROAD; THENCE SOUTH 89 DEGREES 50 MINUTES 43 SECONDS EAST A DISTANCE OF 348.30 FEET TO A POINT; THENCE SOUTH 50 DEGREES 02 MINUTES 07 SECONDS WEST A DISTANCE OF 16.32 FEET TO A POINT; THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 226.66 FEET, WITH A RADIUS OF 2470.00 FEET, WITH A CHORD BEARING OF NORTH 87 DEGREES 11 MINUTES 42 SECONDS WEST, WITH A CHORD LENGTH OF 226.59 FEET TO A POINT; THENCE NORTH 89 DEGREES 49 MINUTES 26 SECONDS WEST A DISTANCE OF 109.47 FEET TO THE POINT OF BEGINNING, SAID DESCRIBED TRACT OF LAND CONTAINING 0.02 ACRES, 870 SQUARE FEET.

TRACT 2

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

BEGINNING AT A POINT 30.00 FEET RIGHT OF AND OPPOSITE STATION 20+53.07 ON THE CENTERLINE OF C.R. #390 (TWIN LAKES ROAD) BETWEEN LOCH LAUREL ROAD AND THE GEORGIA SOUTHERN AND FLORIDA RAILROAD; THENCE SOUTH 88 DEGREES 07 MINUTES 59 SECONDS EAST A DISTANCE OF 552.55 FEET TO A POINT; THENCE NORTH 89 DEGREES 52 MINUTES 35 SECONDS WEST A DISTANCE OF 259.65 FEET TO A POINT; THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 263.94 FEET, WITH A RADIUS OF 2530.00 FEET, WITH A CHORD BEARING OF NORTH 86 DEGREES 53 MINUTES 16 SECONDS WEST, WITH A CHORD LENGTH OF 263.82 FEET TO A POINT; THENCE NORTH 83 DEGREES 53 MINUTES 57 SECONDS WEST A DISTANCE OF 29.35 FEET TO THE POINT OF BEGINNING, SAID DESCRIBED TRACT OF LAND CONTAINING 0.07 ACRES, 2,990 SQUARE FEET.

TRACT 3

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

BEGINNING AT A POINT 30.00 FEET RIGHT OF AND OPPOSITE STATION 50+62.41 ON THE CENTERLINE OF C.R. #390 (TWIN LAKES ROAD) BETWEEN LOCH LAUREL ROAD AND THE GEORGIA SOUTHERN AND FLORIDA RAILROAD; THENCE NORTH 89 DEGREES 36 MINUTES 05 SECONDS EAST A

DISTANCE OF 367.24 FEET TO A POINT; THENCE NORTH 87 DEGREES 58 MINUTES 41 SECONDS EAST A DISTANCE OF 85.49 FEET TO A POINT; THENCE SOUTH 87 DEGREES 52 MINUTES 38 SECONDS WEST A DISTANCE OF 107.63 FEET TO A POINT; THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 118.80 FEET, WITH A RADIUS OF 3030.00 FEET, WITH A CHORD BEARING OF SOUTH 89 DEGREES 00 MINUTES 02 SECONDS WEST, WITH A CHORD LENGTH OF 118.79 FEET TO A POINT; THENCE NORTH 89 DEGREES 52 MINUTES 35 SECONDS WEST A DISTANCE OF 226.34 FEET TO THE POINT OF BEGINNING, SAID DESCRIBED TRACT OF LAND CONTAINING 0.01 ACRES, 468 SQUARE FEET.

TRACT 4

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

BEGINNING AT A POINT 30.00 FEET RIGHT OF AND OPPOSITE STATION 55+73.86 ON THE CENTERLINE OF C.R. #390 (TWIN LAKES ROAD) BETWEEN LOCH LAUREL ROAD AND THE GEORGIA SOUTHERN AND FLORIDA RAILROAD; THENCE NORTH 87 DEGREES 23 MINUTES 21 SECONDS EAST A DISTANCE OF 334.55 FEET TO A 1/2" CONCRETE REINFORCING ROD (REBAR) LOCATED ON THE EAST LINE OF LAND LOT NO. 76; THENCE ALONG SAID LAND LOT LINE SOUTH 00 DEGREES 46 MINUTES 05 SECONDS EAST A DISTANCE OF 14.81 FEET TO A POINT 30.00' RIGHT OF AND OPPOSITE STATION 59+09.55 ON THE CENTERLINE OF TWIN LAKES ROAD; THENCE NORTH 89 DEGREES 41 MINUTES 40 SECONDS WEST A DISTANCE OF 229.74 FEET TO A POINT; THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 104.68 FEET WITH A RADIUS OF 2470.00 FEET WITH A CHORD BEARING OF SOUTH 89 DEGREES 05 MINUTES 29 SECONDS WEST, WITH A CHORD LENGTH OF 104.68 FEET TO THE POINT OF BEGINNING, SAID DESCRIBED TRACT OF LAND CONTAINING 0.05 ACRES, 2,182 SQUARE FEET.

DRAINAGE EASEMENT AREA

BEGINNING AT THE PROPERTY CORNER LOCATED ON THE SOUTHERLY PROPERTY LINE OF TWIN LAKES ROAD RIGHT-OF-WAY LINE; THENCE ALONG SAID RIGHT-OF-WAY LINE CONTINUING NORTH 89°41'00.00" WEST A DISTANCE OF 206.46 FEET; THENCE LEAVING SAID RIGHT-OF-WAY AND FOLLOWING A MADE LINE THROUGH THE PROPERTY OF VIRGINIA G. TYSON AND NANCY G. HOBBY (PER DEED BOOK 5503, PAGE 75, LOWNDES COUNTY, GEORGIA RECORDS) THE FOLLOWING 3 COURSES AND DISTANCES: SOUTH 23°56'06.50" WEST A DISTANCE OF 103.37 FEET, AND NORTH 66°03'53.50" WEST A DISTANCE OF 30 FEET, AND NORTH 23°56'06.50" EAST A DISTANCE OF 90.23 FEET; THENCE ALONG THE SOUTHERLY RIGHT-OF-WAY OF TWIN LAKES ROAD CONTINUING SOUTH 89°41'00.00" EAST A DISTANCE OF 32.75 FEET.

SAID DESCRIBED EASEMENT CONTAINS 2,904 SQUARE FEET OR 0.07 ACRES, MORE OR LESS.

CERTIFICATION

I certify that the foregoing is a true copy of the Order of the Board of Commissioners of Lowndes County, Georgia, which was adopted on January 27, 2026, and that the original Order is stored in the records of the Clerk of Lowndes County.

Belinda C. Lovern
Clerk, Lowndes County, Georgia

Date

APPENDIX "B"

TO DECLARATION OF TAKING

**DESCRIPTION OF PROPERTY TAKEN AND STATEMENT OF
ESTATE AND INTERESTS TAKEN**

Twin Lakes Road/County Road No. 390

Record Owners: Charles F. Hobby, Nancy G. Hobby, and Virginia G. Tyson

The Fee Simple Right-of-Way Areas consist of four tracts or parcels of land, which are 870 sq. ft., 2,990 sq. ft., 468 sq. ft., and 2,182 sq. ft. in size, respectively, and which are depicted on that certain plat of survey consisting of four sheets which is entitled "Plat of a Right of Way Acquisition Survey – Parcel 3; County Road Right-of-Way for Twin Lakes Road CR# 390" prepared by Roland Stan Folsom, Georgia registered land surveyor, Folsom Surveying LLC, dated April 24, 2023, which play of survey is attached hereto as Exhibit 1 to this Appendix "B" and made a part of this description. is for public road and public transportation purposes as defined by law in, over, across, under, through and upon a certain tract of land located in Land Lot 76 of the 16th Land District of Lowndes County, Georgia.

The Drainage Easement consists of 2,904 sq. ft. and is depicted on that certain plat of survey which is entitled "Twin Lakes Road paving Improvements – Lowndes County Board of Commissioners – Construction Easement Exhibit" prepared by Advanced Engineering Services, LLC, dated the August 13, 2024, which play of survey is attached hereto as Exhibit 2 to this Appendix "B" and made a part of this description.

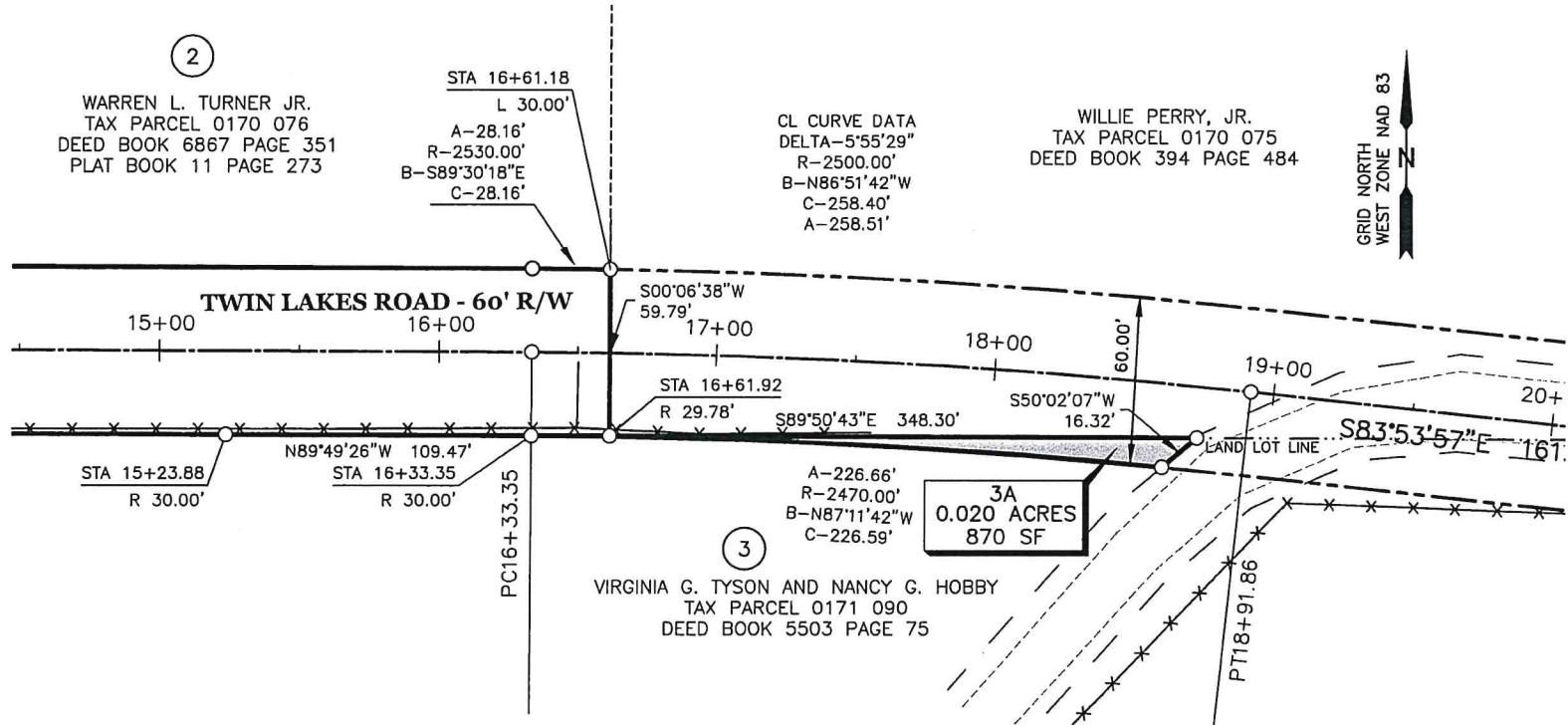
Each of the foregoing areas are being condemned for public road and public transportation purposes as defined by law in, over, across, under, through and upon a certain tract of land located in Land Lot 76 of the 16th Land District of Lowndes County, Georgia.

EXHIBIT 1
to Appendix "B" of Declaration of Taking

Attached Plat – “Plat of a Right of Way Acquisition Survey – Parcel 3; County Road Right-of-Way for Twin Lakes Road” prepared by Roland Stan Folsom, Georgia registered land surveyor, Folsom Surveying LLC, dated the April 24, 2023

PLAT OF A RIGHT OF WAY ACQUISITION SURVEY – PARCEL 3

COUNTY ROAD RIGHT OF WAY
FOR
TWIN LAKES ROAD
CR#390
LAND LOT 76 – 16TH LAND DISTRICT



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 233,620'.

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

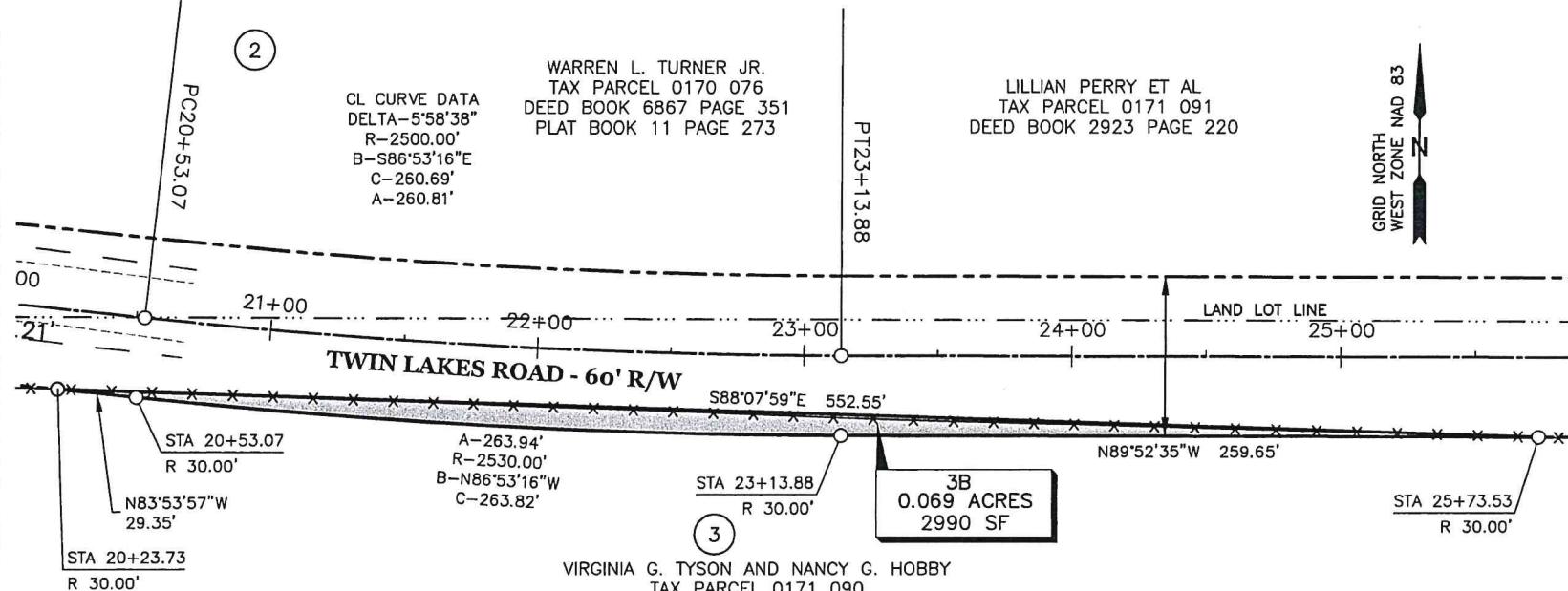


J4239-RW DRAWINGS

SURVEY DATE COMPLETED 24 APRIL 2023
PLAT DATE: 24 APRIL 2023
SHEET: 1 OF 4

PLAT OF A RIGHT OF WAY ACQUISITION SURVEY – PARCEL 3

COUNTY ROAD RIGHT OF WAY
FOR
TWIN LAKES ROAD
CR#390
LAND LOT 76 – 16TH LAND DISTRICT



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).

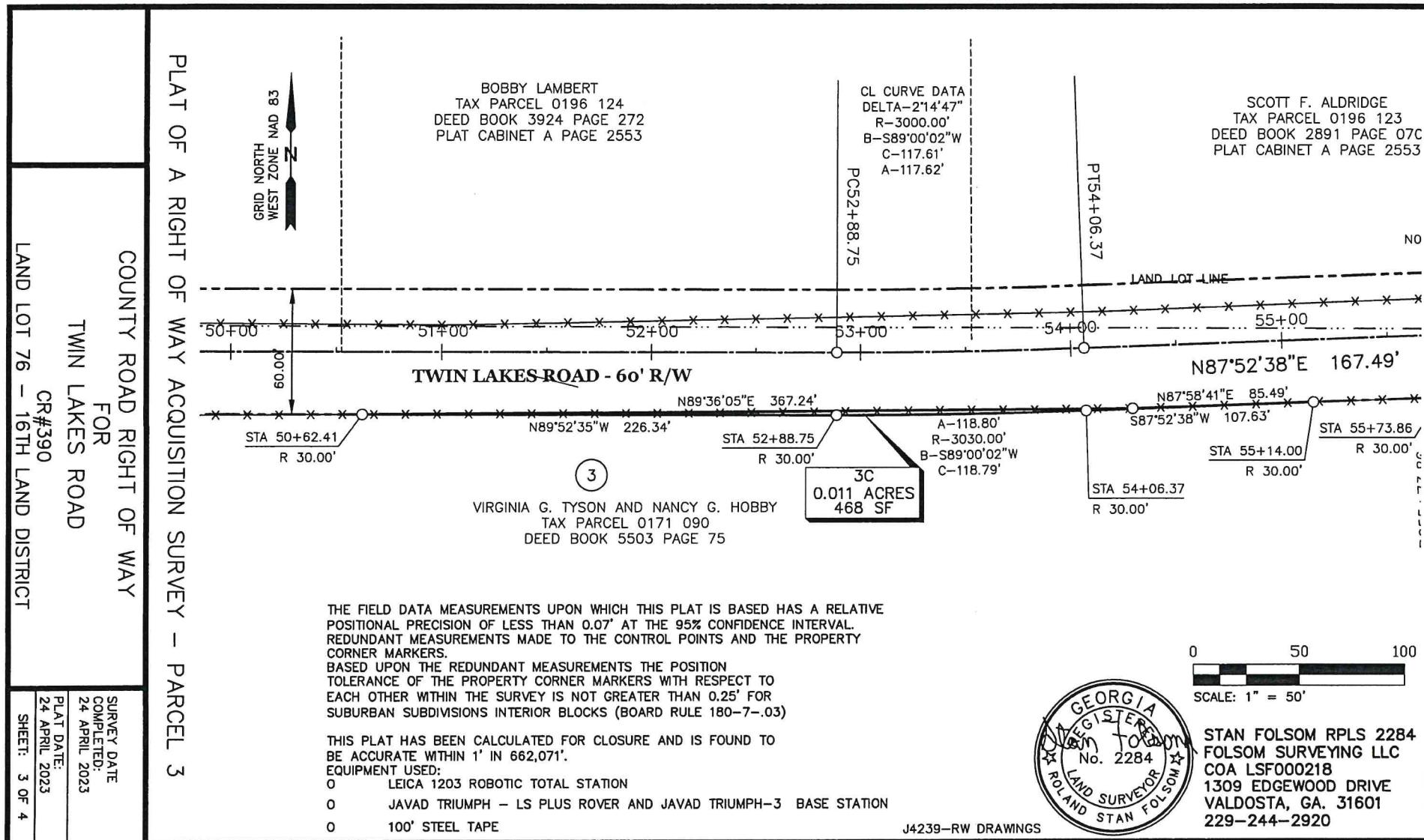
THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN 1' IN 147,205'.

EQUIPMENT USED:

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



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



PLAT OF A RIGHT OF WAY ACQUISITION SURVEY – PARCEL 3

COUNTY ROAD RIGHT OF WAY

TWIN LAKES ROAD

LAND LOT 76 – 16TH LAND DISTRICT

CR#390

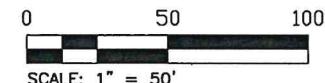
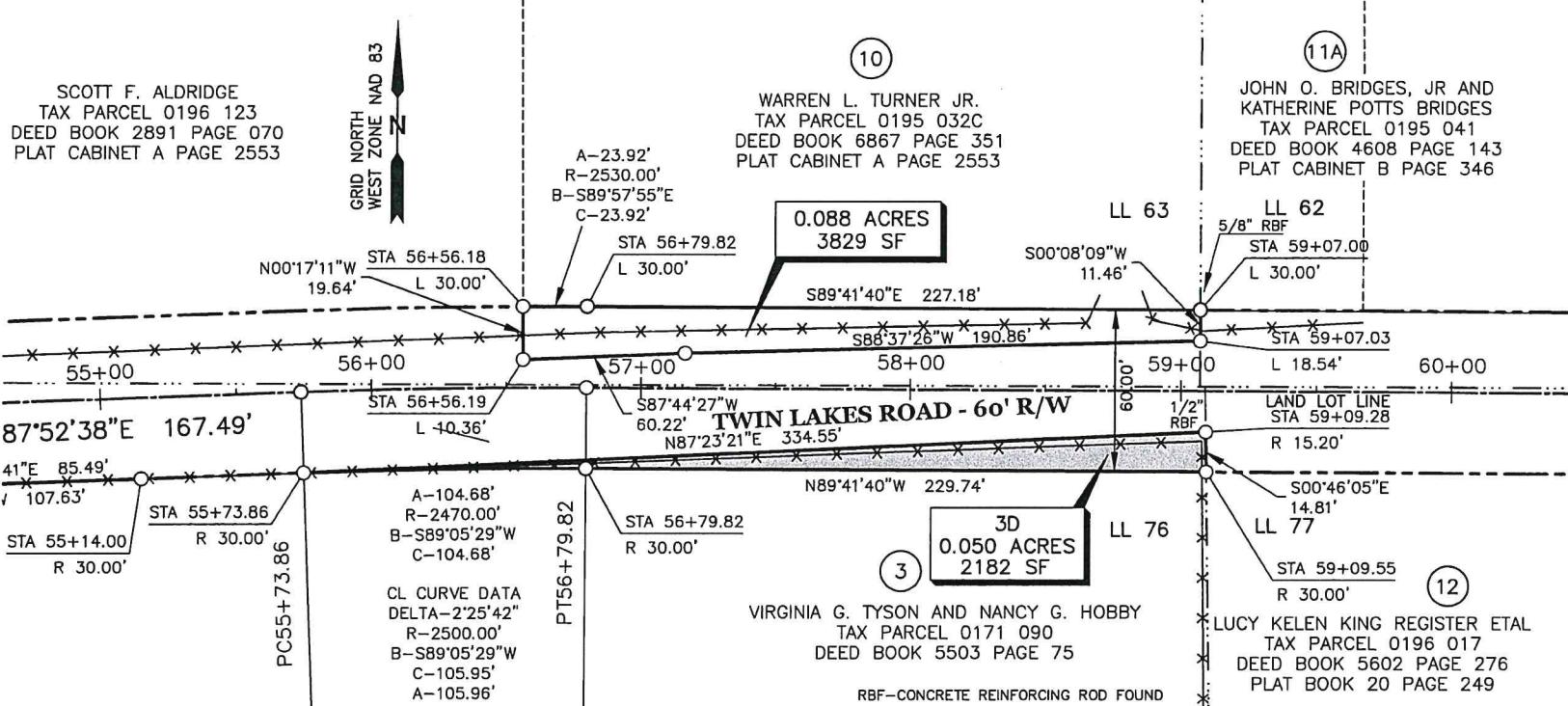
FOR

F

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

WARREN L. TURNER JR.
TAX PARCEL 0195 032C
DEED BOOK 6867 PAGE 351
PLAT CABINET A PAGE 2553

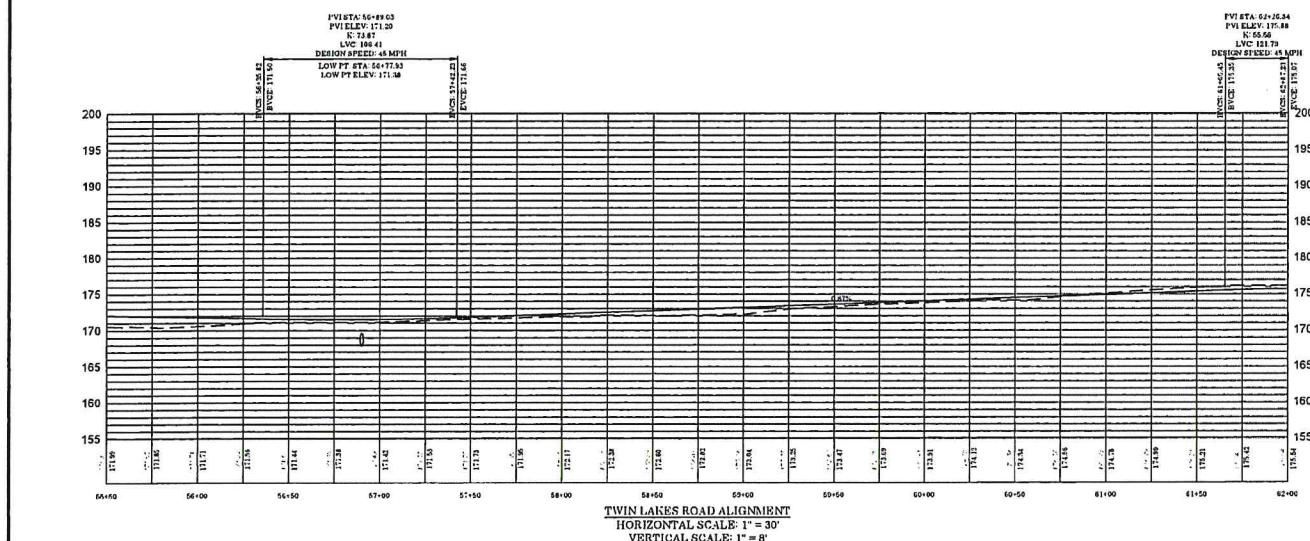
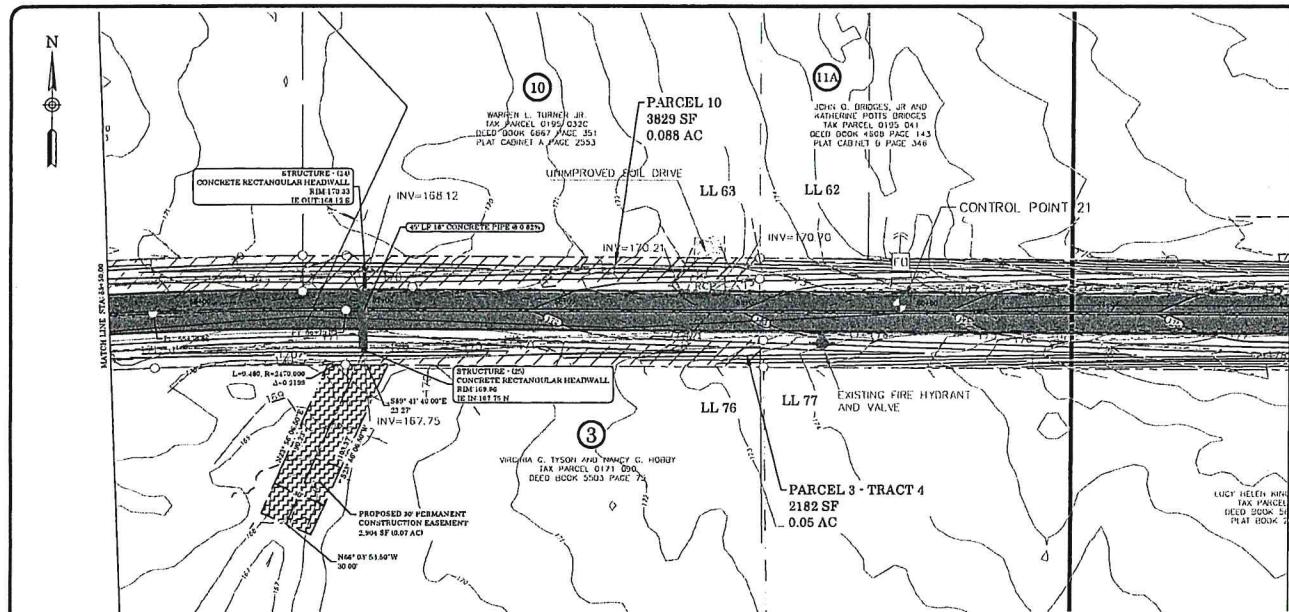
JOHN O. BRIDGES, JR AND
KATHERINE POTTS BRIDGES
TAX PARCEL 0195 041
DEED BOOK 4608 PAGE 143
PLAT CABINET B PAGE 346



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

EXHIBIT 2
to Appendix "B" of Declaration of Taking

Attached Plat – “Twin Lakes Road paving Improvements – Lowndes County Board of Commissioners – Construction Easement Exhibit” prepared by Advanced Engineering Services, LLC, dated the August 13, 2024



SITE INFORMATION	
PROJECT ADDRESS	TWIN LAUREL ROAD, LAKE PARK, GEORGIA 31446
PARCEL NUMBER	N/A
PARCEL ZONING	N/A
PROJECT AREA	N/A
BUILDING RETBACK	LAJSCAFE RETBACK
FRONT	N/A
FRONT	N/A
SIDE	N/A
SIDE	N/A
REAR	N/A
REAR	N/A

GENERAL SITE NOTE

1. HANDICAPPED PARKING AND ACCESSIBLE ROUTES SHALL MEET THE AMERICANS WITH DISABILITIES ACT STANDARDS FOR ACCESSIBILITY. - LATEST EDITION STANDARDS SHALL NOT EXCEED 30% MAXIMUM LENGTH OF RAMP. RAMP SLOPES SHALL NOT EXCEED 1:12. MAXIMUM FLOOR STALLS SHALL NOT EXCEED 1/4 MAXIMUM SLOPE IN ALL DIRECTIONS. ACCESSIBLE RAMPS SHALL NOT EXCEED 1/16 IN 1 YARD.
2. ALL SIGN AND STRIPOING SHALL CONFORM TO THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) - LATEST EDITION AND/OR DEPARTMENT OF TRANSPORTATION STANDARDS AND SPECIFICATIONS.
3. ALL DIMENSIONS ARE MEASURED TO THE FACE OF CURB (WHEN PRESENT) OR TO THE CENTERLINE AND END OF BUILDING.
4. HORIZONTAL DATA SHOWN HEREIN IS BASED ON MADIS GEORGIA STATE PLANE, WEST ZONE, 48 FOOT STATE DATA STOWN HEREIN IS BASED ON MADIS #4812.

TWIN LAKES ROAD PAVING IMPROVEMENTS
LOWNDES COUNTY BOARD OF COMMISSIONERS

CONSTRUCTION EASEMENT EXHIBIT

LOWNDES COUNT
GEORGIA

30' 10' 0'

GRAPHIC SCALE 1" = 30'

SHEET

SHEDD

EXH-2 OF

10 of 10

APPENDIX "C" TO DECLARATION OF TAKING

SWORN APPRAISER'S STATEMENT

[Attached]

SWORN APPRAISER'S STATEMENT

Personally comes the undersigned Affiant, KRISTEN M. JOHNSON who, after being duly sworn, on oath states as follows:

1. Affiant was employed by the Board of Commissioners of Lowndes County to appraise certain of the lands of Charles F. Hobby, Nancy G. Hobby, and Virginia G. Tyson in Land Lot 76 in the 16th Land District of Lowndes County, Georgia, being parcels of 870 sq. ft., 2,990 sq. ft., 468 sq. ft., and 2,182 sq. ft., respectively, which are needed for right of way and construction and paving of a county road known as "Twin Lakes Road" in Lowndes County, Georgia, as well as an area containing 2,904 sq. ft. which is needed for a drainage easement related to this same roadway. Affiant makes this sworn statement to be used in connection with condemnation proceedings under Article 1 of Chapter 3 of Title 32 of the Official Code of Georgia Annotated for the acquisition of said parcels.

2. Affiant is familiar with real estate values in said county and in the vicinity where said parcels are located. Affiant has personally inspected the property and/or rights being condemned and, in appraising said parcels, Affiant took into consideration the fair market value of said parcels, as well as any consequential damages to remaining property of the Condemnees by reason of the taking and use of said parcels and other rights for the construction of said project, and any consequential benefits which may result to such remaining property by reason of such taking and use (consequential benefits not, however, being considered except as offsetting consequential damages).

3. After said investigation and research, Affiant has thus estimated that as of the date hereof, the just and adequate compensation for 100% of said parcels, together with any consequential damages or benefits considered, is \$12,400.00.

Executed this 14th day of January, 2026.


KRISTEN M. JOHNSON,
Georgia Certified Real Estate Appraiser
No. 395002

Sworn to and subscribed before me,
this 14th day of January, 2026.


Notary Public
LINDA M. HARRIS
NOTARY PUBLIC
LOWNDES COUNTY, GEORGIA
My commission expires May 3, 2027
MAY 03, 2027

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: Special Assessment Rate for 2026

Work
Session/Regular
Session

BUDGET IMPACT:

FUNDING SOURCE:

COUNTY ACTION REQUESTED ON: Special Assessment Rate for 2026

HISTORY, FACTS AND ISSUES: The Board of Commissioners is required to set the interest rate for any special assessments at the beginning of each calendar year. This rate is for any paving or utility assessments that are not paid off within the initial 90-day phase. Unpaid assessments revert to installment agreements which are to be paid off over a period of up to ten years. The rate is based on the current prime rate, plus two percent. The prime rate is the interest rate charged by banks when they lend money to other banks or to their "prime" customers. Most American banks and credit unions use this index as the foundation for their loan products. The current prime rate is 6.75%; therefore, the rate for special assessments should be set at 8.75%. The prime rate was 7.5% in 2025, 8.5% in 2024, 7.5% in 2023 and 3.25% in 2022.

OPTIONS: 1. Adopt the Special Assessment Rate of 8.75% for 2026
2. Board's Pleasure

RECOMMENDED ACTION: Adopt

DEPARTMENT: Finance

DEPARTMENT HEAD: Stephanie Black

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: Approval of the Solicitor General's FY26 VAWA
Continuation Grant Application

DATE OF MEETING: January 27, 2026

Work
Session/Regular
Session

BUDGET IMPACT: \$105,483.00

FUNDING SOURCE:

(X) Annual - \$26,371.00 Cash
Match
() CJCC Funding - \$79,112.00
() In-Kind

COUNTY ACTION REQUESTED ON: Approval of the Solicitor General's FY26 VAWA
Continuation Grant Application

HISTORY, FACTS AND ISSUES: The Solicitor-General's Office has been a recipient of the VAWA (Violence Against Women Act) Grant since 2018. This grant funds budgeted costs associated with a specialized prosecutor to handle Family Violence and Violence Against Women Crimes. The funding request for the FY2026 is considered continuation funding, which results in the funding amounts being the same as the original amount awarded during the competitive application process. Therefore, the Solicitor-General's Office is submitting a request for Federal funding in the amount of \$79,112.00. In addition to the federal funds, Lowndes County would be responsible for \$26,371.00 in matching funds if this grant is awarded. The continuation grant period runs from January 1 through December 31, 2026. Submission of this grant application is due by February 9, 2026. The Solicitor General's Office requests the Board's approval to submit the VAWA Continuation Grant Application of FY2026.

OPTIONS: 1. Approval of the Solicitor General's FY26 VAWA Continuation Grant Application
2. Board's Pleasure

RECOMMENDED ACTION: Option 1

DEPARTMENT: Solicitor-General

DEPARTMENT HEAD: Justo C. Cabral, III

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS: