



LOWNDES COUNTY BOARD OF COMMISSIONERS
PROPOSED AGENDA
WORK SESSION, MONDAY, MARCH 23, 2026. 8:30 AM
REGULAR SESSION, TUESDAY, MARCH 24, 2026, 5:30 PM
327 N. Ashley Street - 2nd Floor

1. Call To Order

2. Invocation

3. Pledge Of Allegiance To The Flag

4. Minutes For Approval

- a. Work Session - March 9, 2026 & Regular Session - March 10, 2026
Recommended Action: Board's Pleasure
Documents:

5. Appointment

- a. Valdosta-Lowndes County Zoning Board of Appeals
Recommended Action: Board's Pleasure
Documents:
- b. Lowndes County Development Authority
Recommended Action: Board's Pleasure
Documents:
- c. Valdosta-Lowndes County Land Bank Authority
Recommended Action: Board's Pleasure
Documents:
- d. South Georgia Community Service Board
Recommended Action: Board's Pleasure
Documents:

6. For Consideration

- a. Beer and Wine License - Alexander Clay Tyson of JayBoys LLC, DBA JayBoys #1, 3661 Madison Highway, Valdosta, GA 31601
Recommended Action: Approve
Documents:
- b. JayBoys Easement Exchange Tax Parcel 0134 051 Whitewater Road & Madison Hwy
Recommended Action: Approve
Documents:
- c. Advanced Disposal Services Residential Solid Waste Franchise Renewal
Recommended Action: Board's Pleasure
Documents:

- d. Deep South Sanitation, LLC, Residential Solid Waste Franchise Renewal
Recommended Action: Board's Pleasure
Documents:

- 7. Reports - County Manager**
- 8. Citizens Wishing To Be Heard - Please State Your Name and Address**
- 9. Adjournment**

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: Valdosta-Lowndes County Zoning Board of Appeals

DATE OF MEETING: March 24, 2026

Work
Session/Regular
Session

BUDGET IMPACT:

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: Appointing/Reappointing Members

HISTORY, FACTS AND ISSUES: The terms of Mr. John McCall and Mr. John Hogan have expired. They are both interested in being reappointed to the board. Mr. Travis Cox is also interested in being appointed to the board.

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

RECOMMENDED ACTION: Board's Pleasure

DEPARTMENT: County Manager

DEPARTMENT HEAD: Paige Dukes

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

Print

Lowndes County Board/Agency Appointee Information Sheet - Submission #209

Date Submitted: 3/18/2026

Date:

3/18/2026

Board/Agency Applying For:

Last Name

Cox

First Name

TRAVIS

Street Address

City/State/Zip

Valdosta

Phone Number

Email Address

Occupation

Brick Masonry

Professional Experience

Masonry Contractor

Knowledge & Skills

I currently serve as the collegiate advisor for the undergrad chapter for Phi Beta Sigma Inc at Valdosta State University.

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

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

Phi Beta Sigma Fraternity Inc.

Extra Activities & Community Organizations

SFVHS1

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

Print

Lowndes County Board/Agency Appointee Information Sheet - Submission #210

Date Submitted: 3/18/2026

Date:

3/17/2026

Board/Agency Applying For:

VALDOSTA- LOWNDES ZONING BOARD OF APPEALS

Last Name

HOGAN

First Name

JOHN

Street Address

City/State/Zip

Valdosta

Phone Number

Email Address

Occupation

BUSINESS OWNER

Professional Experience

20YRS EXPERIENCE IN BUSINESS AND CUSTOMER RELATIONS, FORMER LOWNDES COUNTY DEPUTY CORONER AND CURRENT ZONING BOARD MEMBER

Knowledge & Skills

UNDERSTANDING THE INFRASTRUCTURE AND LOGISTICS OF OUR COUNTY AND CITY. 6 GENERATIONS OF MY FAMILY HAS BEEN HERE. 12 YEARS OF ZONING BOARD EXPERINCE.

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

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

VALDOSTA- LOWNDES ZONING BOARD OF APPEALS CURRENTLY SEEKING REAPPOINTEMENT

Extra Activities & Community Organizations

OSSPIE TEMPLE SHRINERS, 100 BLACK MEN OF VLADOSTA, REPUBLICAN PARTY MEMBER

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

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: Lowndes County Development Authority

DATE OF MEETING: March 24, 2026

Work
Session/Regular
Session

BUDGET IMPACT:

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: Lowndes County Development Authority

HISTORY, FACTS AND ISSUES: Mr. Robert Green was appointed in July 2025 to fill an unexpired term. The term expired January 9, 2026. Mr. Green is interested in being reappointed. Dr. Beverley Richardson-Blake is also interested in being appointed.

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

RECOMMENDED ACTION: Board's Pleasure

DEPARTMENT: County Manager

DEPARTMENT HEAD: Paige Dukes

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

Print

Lowndes County Board/Agency Appointee Information Sheet - Submission #213

Date Submitted: 3/18/2026

Date:

3/18/2026

Board/Agency Applying For:

Lowndes County Development Authority

Last Name

Richardson-Blake

First Name

Beverley

Street Address

City/State/Zip

Valdosta, GA 31602

Phone Number

Email Address

Occupation

Retired Educator

Professional Experience

10 Years Public School Experience, 33 Years College/University Administrator, Assistant Professor

Knowledge & Skills

Interested in the betterment and advancement of the Valdosta/Lowndes County community. I currently serve as an Ambassador for the Valdosta-Lowndes Chamber, and am excited about the regional and economic growth.

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

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

I am a member of the South Georgia Regional Library Board - Lowndes County

Extra Activities & Community Organizations

National Council of Negro Women (NCNW), Chamber Ambassador, Southside Library Boosters, VSU Alumni Board, VSU Retiree Association, Valdosta-Lowndes Retired Educators Association

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

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: Valdosta-Lowndes County Land Bank Authority

DATE OF MEETING: March 24, 2026

Work
Session/Regular
Session

BUDGET IMPACT:

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: Appoint/Reappoint Members

HISTORY, FACTS AND ISSUES: Mr. James Miller's term expired January 31, 2026. Mr. Miller is interested in being reappointed.

Mr. Jack Oliver's term in the at-large position also expired January 31, 2026. The Land Bank Authority recommends the appointment of Mr. Ken Overman to fill this at-large position. This appointment needs the approval of both the Lowndes County Board of Commissioners and the City of Valdosta.

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

RECOMMENDED ACTION: Board's Pleasure

DEPARTMENT: County Manager

DEPARTMENT HEAD: Paige Dukes

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

Print

Lowndes County Board/Agency Appointee Information Sheet - Submission #207

Date Submitted: 1/27/2026

Date:

1/27/2026

Board/Agency Applying For:

Valdosta Lowndes County Land Bank Board Member

Last Name

Overman

First Name

Ken

Street Address

City/State/Zip

Valdosta

Phone Number

Email Address

Occupation

Chief of Facilities, Maintenance and Safety-Lowndes Board Board of Education (currently)

Professional Experience

I have held roles as a teacher, administrator, and Assistant Superintendent of Finance and Operations from 1989 to the present. My experience includes eight years in Hall County, Georgia, and twenty-nine years in the Lowndes County School System. Prior to my career in education, I served in the United States Marine Corps, both active and reserve. Additionally, my wife and I operated a small business in Valdosta. From 2001 to 2005, I also developed two residential neighborhoods in Lowndes County.

Knowledge & Skills

With over 18 years of experience in educational leadership and management, and a total of 37 years in public education, I have held various roles within schools and the board of education. My responsibilities have included overseeing staff, coordinating schedules, and managing budgets, while collaborating with staff, directors, the board, and stakeholders in Lowndes County. I have managed a budget exceeding \$150 million for Lowndes County citizens. Additionally, I am a former board member and past president of the Georgia School Business Organization, a professional association with over 750 members statewide. I have also served on select committees for the Georgia House of Representatives, focusing on education and nutrition policy. I have also developed two residential neighborhoods in 2002 and 2005 in Lowndes County. I hold degrees from Valdosta State University and Brenau University.

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

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

Board member of the Hall County, Georgia JTPA Program; Advisory Board member for Lowndes County Schools; Board member of the Boys and Girls Club of Valdosta; Board member of Atlantic Southern Bank and Trust; Board member and past president of the Georgia Association of School Business Officials; Assistant Superintendent of the Lowndes County Board of Education

Extra Activities & Community Organizations

I love to spend time with my family, fishing, traveling and volunteering for various organizations to help our youth and community.

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

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: South Georgia Community Service Board

DATE OF MEETING: March 24, 2026

Work
Session/Regular
Session

BUDGET IMPACT:

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: Appointing A Member

HISTORY, FACTS AND ISSUES: Mrs. Cindy Vickery's term expired March 10, 2026. Mrs. Vickery is not interested in being reappointment. Ms. Casey Horne and Ms. Chanel Randolph are interested in being appointed to the board.

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

RECOMMENDED ACTION: Board's Pleasure

DEPARTMENT: County Manager

DEPARTMENT HEAD: Paige Dukes

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

Print

Lowndes County Board/Agency Appointee Information Sheet - Submission #211

Date Submitted: 3/18/2026

Date:

3/18/2026

Board/Agency Applying For:

South Georgia Community Service Board.

Last Name

Horne

First Name

Casey

Street Address

City/State/Zip

Valdosta/GA/31605

Phone Number

Email Address

Occupation

Christian Counselor

Professional Experience

I bring diverse professional experience working across the mental health field with children, adolescents, and adults in both direct service and training capacities. My work has included supporting individuals with a wide range of emotional and behavioral needs, with a strong focus on social-emotional development, resilience, and practical coping strategies. I have facilitated group sessions and trainings designed to equip participants with tools for emotional regulation, communication, and personal growth. In addition, I have collaborated with nonprofit organizations to develop and deliver programming that supports community well-being. I also have experience leading staff trainings, helping teams strengthen their ability to respond effectively to behavioral and mental health challenges while fostering supportive, relationship-centered environments.

Knowledge & Skills

I have a strong foundation in social-emotional development, trauma-informed practices, and behavior management across all age groups. I'm experienced in recognizing and responding to a variety of mental health needs, including anxiety, emotional regulation challenges, and behavioral concerns, using practical, strengths-based approaches. I've led group sessions and trainings where I break down topics like emotional wellness, coping skills, and communication in ways that are engaging and easy to understand.

I'm skilled at building rapport with people from diverse backgrounds, de-escalating challenging situations, and creating safe, supportive environments where individuals feel comfortable and supported. I've also worked closely with multidisciplinary teams and nonprofit organizations, and have experience leading staff trainings focused on mental health awareness, effective communication, and supportive response strategies. I'm organized, adaptable, and passionate about helping individuals and communities grow and thrive.

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

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

Boys and Girls Club of South Georgia (Mental Health Coordinator)

Extra Activities & Community Organizations

Greater Valdosta United Way (Contracted Mental Health Professional); LAMP; Lakeland Church of Christ; The Haven; Camp Rock

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

Print

Lowndes County Board/Agency Appointee Information Sheet - Submission #214

Date Submitted: 3/19/2026

Date:

3/19/2026

Board/Agency Applying For:

South Georgia Community Service Board

Last Name

Randolph

First Name

Chanel

Street Address

City/State/Zip

31636

Phone Number

Email Address

Occupation

Educational Outreach Program Manager

Professional Experience

SMALL BUSINESS LOAN OFFICER | Access to Capital for Entrepreneurs (ACE) |

South Georgia September 2023 – August 2025

- Originated and packaged qualified loan applications aligned with monthly and annual lending targets.
- Analyzed market prospects, developed referral channels, and expanded pipeline opportunities across South Georgia.
- Provided consultative financial guidance and client support throughout application and post-approval processes.
- Delivered denial calls with clarity and developmental recommendations, connecting applicants to business advisory resources to strengthen readiness.
- Represented ACE through community events, panels, and workshops, increasing visibility, fostering partnerships, and positioning the organization as a leader in small-business capital access.
- Maintained deep knowledge of loan products and underwriting guidelines to identify candidate alignment and cross-program opportunities.

BRANCH MANAGER | Southeastern Credit Union | Valdosta, GA

August 2014 – September 2023

- Led branch operations, performance, staffing, and customer service delivery for a high-volume financial services location.
- Recruited, trained, and coached employees to improve performance, compliance, and service standards.
- Conducted evaluations, managed corrective actions, resolved escalations, and facilitated employee development and promotion pathways.
- Designed and delivered training for new systems, products, and service protocols.
- Advanced cross-functional teams to increase efficiency and service quality.
- Managed loan processing, documentation, and closing for consumer lending products.
- Strengthened customer loyalty and brand reputation by resolving complex service challenges and enhancing the client experience.

ASSISTANT BRANCH MANAGER | SunTrust Bank | Valdosta, GA

March 2012 – August 2014

- Ranked 12th among North Florida–South Georgia Assistant Managers for sales performance.
- Led sales and service initiatives to exceed monthly, quarterly, and annual goals.
- Trained and coached financial service representatives and tellers to achieve product knowledge and service requirements.
- Supported operational compliance, branch audits, and workforce scheduling.

FINANCIAL SERVICE REPRESENTATIVE | SunTrust Bank | Valdosta, GA

November 2010 – March 2012

- Opened checking, savings, IRA, and CD accounts; processed home, auto, and credit card applications; and managed over 500 financial transactions weekly.
- Served as “SunTrust at Work” liaison to local employers, generating business accounts and expanding brand presence.
- Delivered consultative financial education to increase product adoption and client satisfaction.

Knowledge & Skills

I bring strong leadership, community engagement, and nonprofit management experience that would add value to the South Georgia Community Service Board. As an Executive Director, I have expertise in program development, strategic planning, and serving diverse populations. As a mother of a child with autism and a board member of the Family Autism Support Team, I offer both personal insight and advocacy experience. I am committed to improving access to services, fostering collaboration, and supporting initiatives that strengthen mental health, developmental disability, and substance use programs.

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

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

Charter Vice President, Jack and Jill of America, Inc. – Valdosta Chapter

Board Member, Leadership Lowndes

Board Member, Family Autism Support Team

Extra Activities & Community Organizations

• Founder, Beautiful Creations by Chanel 501(c)(3) • Charter Vice President, Jack and Jill of America, Inc. – Valdosta Chapter • Board Member, Leadership Lowndes • Board Member, Family Autism Support Team • Member, National Council of Negro Women – Lowndes Metropolitan Section • Partnering Agency, Greater Valdosta United Way • Alumni: Class of 2022 South Georgia Leads; Class of 2023 South Georgia Women’s Leadership Initiative; Class of 2024 GeorgiaForward Young Gamechangers; Class President, Class of 2024 Leadership Lowndes • Valdosta-Lowndes Chamber Young Professional of the Year (2023) • Southern Georgia Black Chambers Non-Profit of the Year (2023) • Bank of America Institute at Cornell University Women’s Entrepreneurship (2024)

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

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: Beer and Wine License - Alexander Clay Tyson of JayBoys
LLC, DBA JayBoys #1, 3661 Madison Highway, Valdosta, GA 31601

DATE OF MEETING: March 24, 2026

Work
Session/Regular
Session

BUDGET IMPACT:

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: Beer and Wine License - Alexander Clay Tyson of
JayBoys LLC, DBA JayBoys #1, 3661 Madison Highway, Valdosta, GA 31601

HISTORY, FACTS AND ISSUES: Alexander Clay Tyson of JayBoys LLC, DBA JayBoys #1, 3661 Madison Highway, Valdosta, GA 31601, is requesting a license for the sale of beer and wine for consumption off premises. This is a newly constructed convenience store off of I-75, Exit 11. The ordinance and guidelines for approval of the license have been met and upon approval by the Board, the license shall be granted.

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

RECOMMENDED ACTION: Approve

DEPARTMENT: Finance

DEPARTMENT HEAD: Stephanie Black

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

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

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

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

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

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

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

JayBoys LLC.

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

JayBoys #1

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

JayBoys #2 (Lake City, FL)

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

Alexander Clay Tyson

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

3661 Madison Highway

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

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

~~Convenience~~ Convenience Store

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

Church: Victory Baptist Church & School

School, college or other educational facility or grounds: Victory Baptist Church & School

10. Has the Applicant, any person identified in question 11 below, or any employee of the establishment for which licensure is being sought ever been refused a license related to alcohol or had such license suspended or revoked (either by Lowndes County or another jurisdiction)? YES NO

If yes, state the month and year of such occurrence, the jurisdiction, and the circumstances. [Attach additional pages if more space needed]

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

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

| | |
|---------------|------------------|
| _____ Name | _____ Address |
| _____ Name | _____ Address |
| _____ Name | _____ Address |

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

| | |
|-------------------------|------------------|
| _____ President | _____ Address |
| _____ Vice President | _____ Address |
| _____ Secretary | _____ Address |
| _____ Treasurer | _____ Address |
| _____ Director | _____ Address |
| _____ Stockholder | _____ Address |
| _____ Stockholder | _____ Address |
| _____ Stockholder | _____ Address |

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

Karen Annette Johnson
Member Name

4773 W US Hwy 90 Madison FL
Address 32340

Jacob Lewis Johnson
Member Name

1778 NE Colin Kelly Hwy Madison FL
Address 32340

Jared Kinca Johnson
Member Name

225 SE Robinwood Dr. Madison FL
Address 32340

Manager Name

Address

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Manager Name

Address

Officer Name

Address

Officer Name

Address

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

Name

Address

Name

Address

Name

Address

Name

Address

12. Has the applicant, any person listed in question 11 above, or any employee of the applicant's establishment ever been convicted of a felony? [] YES [X] NO

13. Has the applicant, any person listed in question 11 above, or any employee of the applicant's establishment been convicted within the last five (5) years of a misdemeanor or of any other violation involving gambling, the Georgia Controlled Substances Act (or similar laws of another jurisdiction), prostitution, sex offenses, adult entertainment laws, rules or regulations, alcohol control laws, rules or regulations, or offenses involving moral turpitude? [] YES [X] NO

14. Has the applicant executed a consent statement to allow all necessary investigation reports to be obtained and furnished to the licensor for the applicant, any person identified in question 11 above, or any employees in the applicant's establishment? (see attachment A) [X] YES [] NO

15. If the establishment for which a license being sought is or was licensed under the Lowndes County Alcoholic Beverage Ordinance (or any previous ordinances or resolutions pertaining to alcoholic beverages) during the past three (3) years, present details of how the applicant has or will acquire the establishment, including on what terms and conditions. Further, describe in detail any familial, business, investment, debtor/creditor, or other relationship the applicant may have or have had during the past three

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(3) years with the current or former licensee or establishment owner, and in each case with any person identified in question 11 above. [Attach additional pages if more space is needed]

16. Has the individual making this application provided a signed and sworn Affidavit (see attachment B) verifying the applicant's lawful presence in the United States as required by O.C.G.A. § 50-36-1(f)(1)(B)? YES [] NO

17. Has the individual making the application provided at least one "secure and verifiable document" as defined in OC.G.A. § 50-36-2(b)(3): driver's license issued by one of the states or territories of the U.S. or Canada; U.S. or foreign passport; picture I.D. issued by one of the states or territories of the U.S.; U.S. Certificate of Citizenship or Naturalization; or U.S. Permanent Resident Card or Alien Registration Receipt Card? YES [] NO

18. Has the individual making this application provided a signed and sworn Affidavit (see attachment C or D) verifying the applicant's registration with and utilization of the Federal Work Authorization Program and that the applicant is authorized to use such Federal Work Authorization Program (or evidence that it is not required) as defined in and required by OC.G.A. § 36-60-6? YES [] NO

19. Has the applicant provided a copy of a valid deed or a copy of a valid lease showing that the applicant has a leasehold interest sufficient for the applicant to operate a business or enterprise at the property on which the establishment is located? YES [] NO

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

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CERTIFICATION REGARDING APPLICATION

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

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

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

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

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

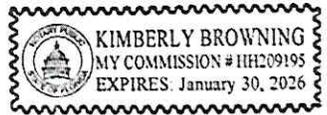
Submitted herewith is the sum of \$ _____ [must be cash, cashier's check, money order, or other certified funds] which includes the license fee for the year, or partial year, plus the administration fee. I understand that, should the application be denied, I will receive a refund for the license fee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

Alex Tye
Signature of Individual Making this Application
Date: 01/14/2026

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

Mury
Notary Public

My commission expires: 01-30-26



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ATTACHMENT B

AFFIDAVIT PURSUANT TO O.C.G.A. § 50-36-1(f)(1)(B)
VERIFYING STATUS
FOR LOWNDES COUNTY PUBLIC BENEFIT APPLICATION

By executing this Affidavit under oath, as an applicant for a Lowndes County, Georgia Alcohol License, Occupation Tax Certificate (Business License), Fuel Pump Registration Permit, Special Event Permit, Letter of Authorization, or other "public benefit" as referenced in O.C.G.A. Section 50-36-1, I am stating the following with respect to the application therefore.

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

The undersigned applicant also hereby verifies that he or she is 18 years of age or older and has provided at least one secure and verifiable document, as required by O.C.G.A. § 50-36-2(b)(3), with this Affidavit.

The secure and verifiable document provided with this Affidavit can best be classified as:

Drivers License

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

Executed in Madison (city), Florida (state).

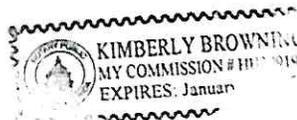
Alex Tyson
Signature of Applicant

Alexander Tyson
Printed Name of Applicant

Sworn to and subscribed before me this 16 day of Jan, 20 26.

[Signature]
Notary Public

My commission expires: 01-30-26.



RECEIVED

FEB 23 2026

ATTACHMENT C

PRIVATE EMPLOYER AFFIDAVIT PURSUANT TO O.C.G.A. § 36-60-6(d)

By executing this affidavit under oath, the undersigned private employer verifies one of the following with respect to its application for a business license, occupational tax certificate, or other document required to operate a business as referenced in O.C.G.A. § 36-60-6(d):

Section 1. Please check only one:

(A) _____ On January 1st of the below-signed year, the individual, firm, or corporation employed more than ten (10) employees.¹

*** If you select Section 1(A), please fill out Section 2 and then execute below.

(B) On January 1st of the below-signed year, the individual, firm, or corporation employed ten (10) or fewer employees.

*** If you select Section 1(B), please skip Section 2 and execute below.

Section 2.

The employer has registered with and utilizes the federal work authorization program in accordance with the applicable provisions and deadlines established in O.C.G.A. § 36-60-6. The undersigned private employer also attests that its federal work authorization user identification number and date of authorization are as follows:

Name of Private Employer

Federal Work Authorization User Identification Number

Date of Authorization

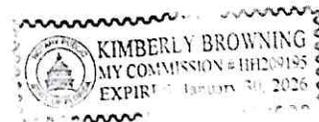
I hereby declare under penalty of perjury that the foregoing is true and correct. Executed on 01, 16, 2026 in Madison (city), FL (state).

Alexander Tyson
Signature of Authorized Officer or Agent

Alexander Tyson Manager
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE 16 DAY OF Jan, 2026

NOTARY PUBLIC
My Commission Expires: 01-30-26



¹ To determine the number of employees for purposes of this affidavit, a business must count its total number of employees company-wide, regardless of the city, state, or country in which they are based, working at least 35 hours a week.

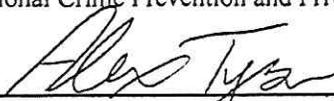
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FEB 23 2026

NON-CRIMINAL JUSTICE APPLICANT'S PRIVACY RIGHTS

As an applicant who is the subject of a Georgia and Federal Bureau of Investigation (FBI) national fingerprint/biometric-based criminal history check for a noncriminal justice purpose (such as an application for employment or a license, an immigration or naturalization matter, security clearance, or adoption), you have certain rights which are discussed below. All notices must be provided to you in writing. These obligations are pursuant to the Privacy Act of 1974, Title 5, United States Code (U.S.C.) Section 552a, and Title 28 Code of Federal Regulation (CFR), 50.12, among other authorities.

- You must be provided an adequate written FBI Privacy Act Statement (dated 2013 or later) when you submit your fingerprints and associated personal information. This Privacy Act Statement must explain the authority for collecting your fingerprints and associated information and whether your fingerprints and associated information will be searched, shared or retained.
- You must be advised in writing of the procedures for obtaining a change, correction, or update of your FBI criminal history record as set forth at 28 CFR 16.34.
- You must be provided the opportunity to complete or challenge the accuracy of the information in your FBI criminal history record (if you have such a record).
- If you have a criminal history record, you should be afforded a reasonable amount of time to correct or complete the record (or decline to do so) before the officials deny you the employment, license, or other benefit based on the information in the FBI criminal history record.
- If agency policy permits, the officials may provide you with a copy of your FBI criminal history record for review and possible challenge. If agency policy does not permit it to provide you a copy of the record, you may obtain a copy of the record by submitting fingerprints and a fee to the FBI. Information regarding this process may be obtained at <https://www.fbi.gov/services/cjis/identity-history-summary-checks> and <https://www.edo.cjis.gov>. You may find information regarding how to obtain a copy of your Georgia criminal history record on the GBI website: <https://gbi.georgia.gov/services/obtaining-criminal-history-recordinformation-frequently-asked-questions>.
- If you decide to challenge the accuracy or completeness of your FBI criminal history record, you should send your challenge to the agency that contributed the questioned information to the FBI. Alternatively, you may send your challenge directly to the FBI by submitting a request via <https://www.edo.cjis.gov>. The FBI will then forward your challenge to the agency that contributed the questioned information and request the agency to verify or correct the challenged entry. Upon receipt of an official communication from that agency, the FBI will make any necessary changes/corrections to your record in accordance with the information supplied by that agency. (See 28 CFR 16.30 through 16.34.) If the disputed arrest occurred in the State of Georgia, you may send your challenge directly to the GCIC. Contact information for the GCIC can be found at <https://gbi.georgia.gov/services/obtaining-criminal-history-record-information-frequently-askedquestions>.
- You have the right to expect that officials receiving the results of the criminal history record check will use it only for the authorized purposes and will not retain or disseminate it in violation of federal statute, regulation or executive order, or rule, procedure or standard established by the National Crime Prevention and Privacy Compact Council.



Signature

01/16/2026

Date

RECEIVED

FEB 23 2026

Privacy Act Statement

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

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

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

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

As of 02/04/2021


Signature


Date

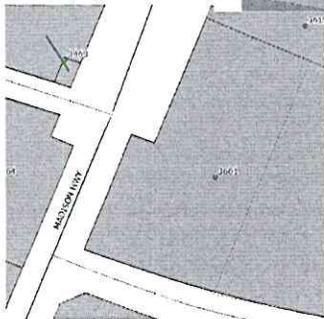
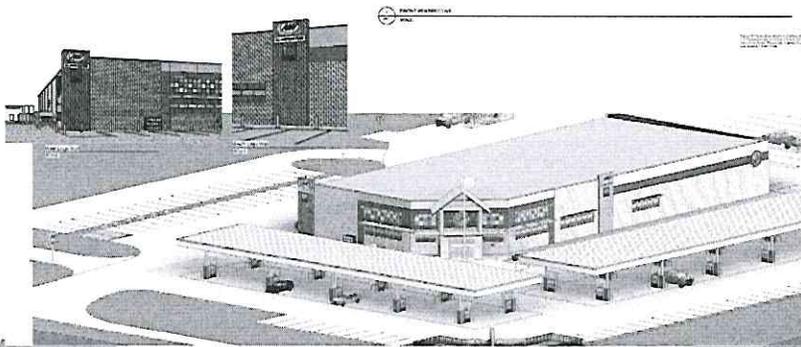
RECEIVED

FEB 23 2026

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FEB 24 2028

JayBoys, LLC
3661 Madison Hwy



Distance Check

Date: 02/25/26

Establishment: Jay Boys LLC

Address: 3667 Madison Hwy

Nearest School: Victory Christian School

Address: 3229 Madison Hwy Distance: 1.1 mile
Valdosta, Ga. 31601

Nearest Church: Victory Baptist Church

Address: 3229 Madison Hwy Distance: 1.1 mile
Valdosta, Ga. 31601

Officer Assigned: Bobby M. Lee

Signature: 

Comments:

MA

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: JayBoys Easement Exchange Tax Parcel 0134 051
Whitewater Road & Madison Hwy

DATE OF MEETING: March 24, 2026

Work
Session/Regular
Session

BUDGET IMPACT:

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: J-Boy's Easement Exchange Tax Parcel 0134 051
Whitewater Road & Madison Hwy

HISTORY, FACTS AND ISSUES: Cobrod 1 LLC owns real property (tax parcel 0134 051) at the intersection of Whitewater Road and Madison Highway that is being developed into JayBoys gas station/travel center. Lowndes County has an existing utility easement affecting Cobrod 1 LLC's property, which was granted in 2000 and is 0.211 acres in size. Cobrod 1 LLC has asked that Lowndes County release a portion of the easement area that is not currently being used by Lowndes County, as it would like to erect certain improvements in that area as part of the development of the property. In exchange for a release of the requested portion from Lowndes County's easement, Cobrod 1 LLC has offered to grant additional easement area to Lowndes County, with the net result being Lowndes County will possess a larger easement than before. The total easement area, if approved, will be 0.49 acres. Staff recommends approval of the easement exchange and authorize the Chairman to sign the documents.

OPTIONS: 1. Approve easement exchange
2. Board's Pleasure

RECOMMENDED ACTION: Approve

DEPARTMENT: Utilities

DEPARTMENT HEAD: Steve Stalvey

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

Prepared by and after recording return to:
Elliott Blackburn, PC
3016 N. Patterson Street
Valdosta, Georgia 31602

Cross-reference:
Deed Book 1848, Page 211,
Lowndes County, Georgia
deed records

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (this "Agreement") is made effective as of _____, 2026, by and between **COBROD 1, LLC**, a Florida limited liability limited company, as party of the first part ("Grantor"), and **LOWNDES COUNTY, GEORGIA**, a political subdivision of the State of Georgia, as party of the second part ("Grantee"). Grantor and Grantees are sometimes hereinafter referred to, collectively, as the "parties" and each individually as a "party".

RECITALS

- A. Grantor is the owner of that certain tract of land located in Land Lot 71 of the 11th Land District of Lowndes County, Georgia, which contains ±12.130 acres and which is more particularly described in that certain Limited Warranty Deed recorded at Deed Book 6904, Pages 517-519, in the real property records of the Lowndes County, Georgia Clerk of Superior Court (the "Subject Property"). The Subject Property is presently designated at tax parcel 0134 051 by the Lowndes County Tax Assessor.
- B. Grantee holds an existing sewer and water easement encumbering a portion of the Subject Property pursuant to that certain Lowndes County Utilities Easement dated April 11, 2000, which instrument is recorded at Deed Book 1848, Pages 211-212, of Lowndes County, Georgia real estate records (the "2002 Easement Agreement"). The easement area described in the 2002 Easement Agreement is referred to herein as the "Existing Easement Area."
- C. Grantor has requested that Grantee agree to a reconfiguration of the utility easement such that a portion of the Existing Easement Area will be relinquished and some additional easement area will be granted in its place.
- D. The portion to be released is not currently being used by Grantee, and Grantor is requesting that it be released so that it can be improved by Grantor as part of the Subject Property's development. In exchange for the requested release, Grantor has offered to

grant and convey an easement over a portion of the Subject Property that is contiguous to the Existing Easement Area. The net result of the requested partial release of the Existing Easement Area and the grant of the additional easement area will be an enlargement and a reshaping of Grantee's total easement area.

- E. The parties desire to enter into this Agreement for the purpose of accomplishing the foregoing release and conveyance transactions and for setting forth the terms thereof.
- F. The foregoing recitals are hereby incorporated into and made a substantive part of this instrument.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the sum of Ten Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee hereby agree as follows:

1. Reconfiguration of Utility Easement Area.

a) Conveyance of Reconfigured Easement Area. Grantor, for itself and its successors and assigns, hereby conveys to Grantee, together with its successors and assigns, an easement over, across, and under the entirety of the real property described on Exhibit A attached hereto (the "Reconfigured Easement Area") for the purpose of establishing and maintaining sewer and water utilities and facilities. The Reconfigured Easement Area is further reflected and shown on the drawing attached hereto as Exhibit B. Without limiting the generality of the foregoing it is acknowledged and agreed that Grantee shall have the right to erect, construct, install, maintain, alter, replace, relocate, increase, decrease, and remove sewer, wastewater, and water system lines, main, pipes, pumps, valves, fittings, parts, equipment, component systems, improvements, and other appurtenances associated therewith in, at, under, across, over, and/or through the Reconfigured Easement Area. The foregoing grant of an easement shall be irrevocable and of perpetual duration. Grantor shall not erect, install, or maintain any improvements or structures within the Reconfigured Easement Area, nor shall it allow any tenant or other person to do so, and Grantor agrees that it shall not obstruct or interfere with, or permit the obstruction or interference with, Grantee's use of the Reconfigured Easement Area.

b) Release of a Portion of Existing Easement Area. In consideration of the conveyance contained in Section 1(a) above, Grantee hereby releases, quitclaims, and reconveys to Grantor those portions of the Existing Easement Area that do not lie within the Reconfigured Easement Area.

2. Successors and Assigns. This Agreement shall be binding upon Grantor and its successors-in-interest with respect to the Reames Property, and this Agreement shall inure to the benefit of Grantee and his successors-in-interest with respect to the in the May Property.

3. No Partnership or Joint Venture. Nothing in this Agreement shall be construed to

make any of the parties partners or joint venturers or render any of such persons or entity liable for the debts and obligations of any other such persons or entity.

4. Choice of Law; Recordation. This Agreement shall be construed in accordance with the laws of the State of Georgia, or any applicable political subdivision hereof, without regard to principles of conflict of laws. The parties hereby agree that this Agreement shall be recorded in the real property records of Lowndes County, Georgia.

5. Further Assurances. The parties hereto agree to execute such further documents as may be reasonably requested by another party to evidence the utility easement granted hereunder or to otherwise effectuate the provisions hereof.

6. Authorization. Each party hereto, by signing below, represents and warrants to the other party that such party is duly authorized to enter into this Agreement and that the person signing on behalf of such party is duly authorized and empowered to execute and deliver this Agreement.

7. Multiple Counterparts. This Agreement may be executed and delivered in multiple counterparts, all of which taken together shall be one and the same instrument binding against all parties the same as if all such parties had signed a single counterpart in each other's presence.

[Signatures appear on next page(s)]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed effective as of the date set forth above.

GRANTOR:

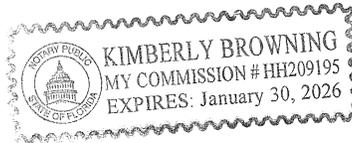
Signed, sealed and delivered
in the presence of:

Bards Lancaster
Witness

Kimberly Browning
Notary Public

My Commission Expires: 1.30.26

(NOTARIAL SEAL)



COBROD 1, LLC,
a Florida limited liability company

By: Karen Annette Johnson (SEAL)
Name: Karen Annette Johnson
Title: General Partner

[Signatures continued on following page]

GRANTEE:

LOWNDES COUNTY, GEORGIA, a political subdivision of the State of Georgia

Signed, sealed and delivered
in the presence of:

By: _____ (SEAL)

Name: William Slaughter

Title: Chairman of Board of Commissioners

Witness

Attest: _____

Belinda Lovern, County Clerk

Notary Public

My Commission Expires: _____

(NOTARIAL SEAL)

EXHIBIT A

LEGAL DESCRIPTION OF RECONFIGURED EASEMENT AREA

All that tract or parcel of land situate, lying and being in Land Lot No. 71 of the 11th Land District of Lowndes County, Georgia, and more particularly described as follows:

Beginning at a 5/8" iron pin found at the intersection of the Right of Way of Whitewater Road and Georgia Highway #31, said point being the *** POINT OF BEGINNING ***; thence NORTH 23°36'04" WEST a distance of 55.50' to a 5/8" iron pin found on the Eastern Right of Way of Georgia Highway #31; thence North 22°32'26" East along said Right of Way a distance of 148.63' to a 5/8" iron pin found; thence Sout 67°30'34" East along said Right of Way a distance of 49.99' to a 5/8" iron pin found; thence North 22°36'41" East along said Right of Way a distance of 261.37' to a 5/8" iron pin found; thence South 73°15'19" East a distance of 21.01' to a point; thence South 20°33'28" West a distance of 449.10' to a point located on the Right of Way of Whitewater Road; thence North 69°39'02" West along said Right of Way a distance of 46.76' back to the *** POINT OF BEGINNING ***, having an area of 21,553.9 square feet or 0.49 acres.

EXHIBIT B

DRAWING OF RECONFIGURED EASEMENT AREA

[Attached]

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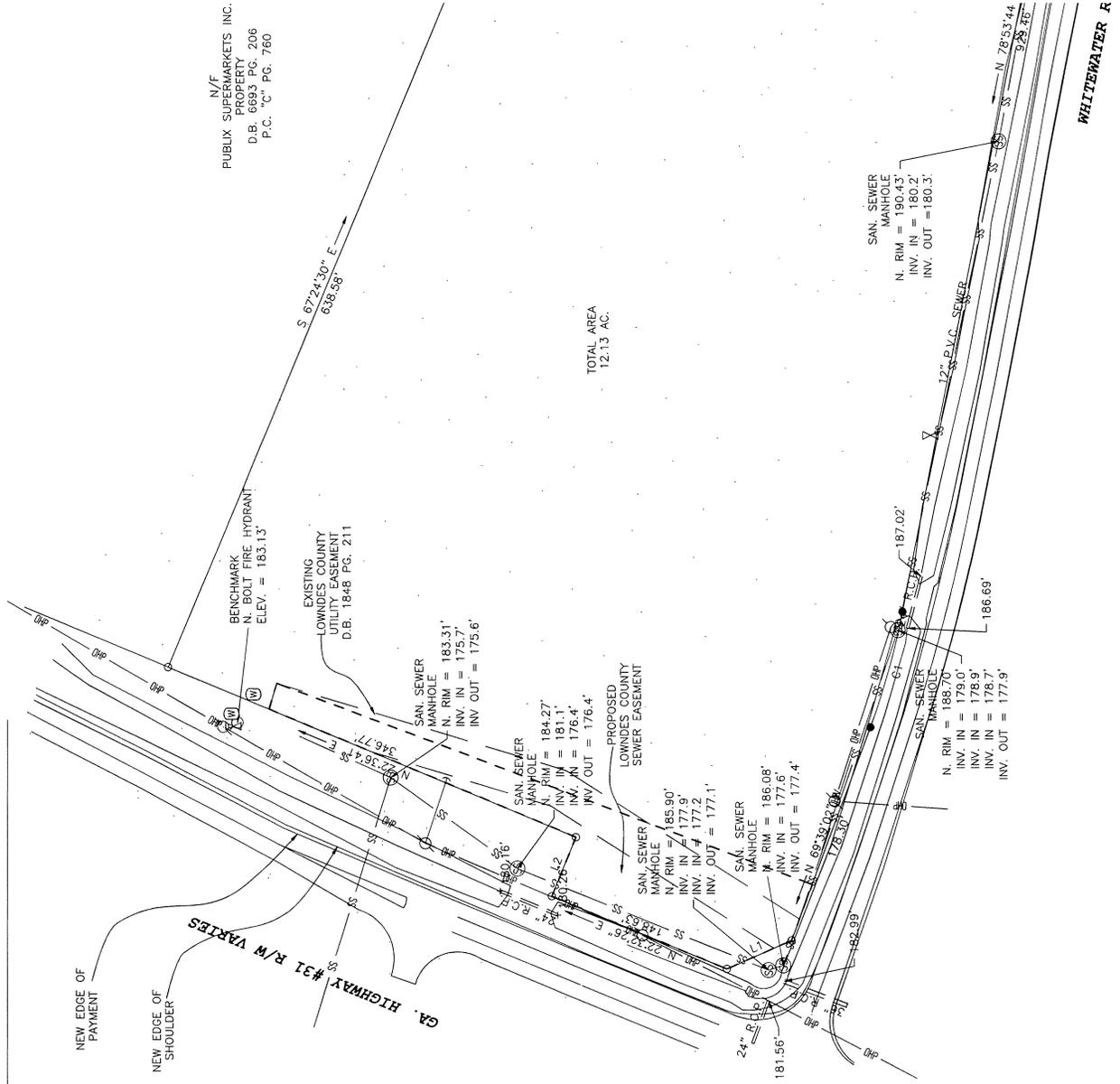
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 PUBLIX SUPERMARKETS INC.
 66031 PC 206
 D.B. 1848 PG. 211
 P.C. "C" PC. 760



TOTAL AREA
 12.13 AC.

WHITENATER R

LIENHOLDER'S ACKNOWLEDGMENT, CONSENT, AND SUBORDINATION

STATE OF Florida
COUNTY OF MADISON

MADISON COUNTY COMMUNITY BANK ("Lender"), as grantee under and as holder of (i) that certain Georgia Security Deed, Security Agreement, and Fixture Filing dated February 26, 2025, recorded at Deed Book 7127, Pages 338-359, in the real property records of the Lowndes County, Georgia Clerk of Superior Court (as at any time amended, the "Security Deed"), (ii) that certain Assignment of Leases and Rents dated February 26, 2025, recorded at Deed Book 7127, Pages 360-368, in the real property records of the Lowndes County, Georgia Clerk of Superior Court (as at any time amended, the "Assignment of Rents"), and (ii) that certain UCC financing statement or fixture filing recorded at Deed Book 7127, Pages 369-372, in the real property records of the Lowndes County, Georgia Clerk of Superior Court (as at any time amended, the "UCC") hereby acknowledges and consents to the execution, delivery and recording of the foregoing Easement Agreement to which this Acknowledgment, Consent, and Subordination is attached. Lender further agrees that any and all liens, security interests, and title interests represented by the Security Deed, the Assignment of Rents, and the UCC are and shall be subject and subordinate in all respects to the foregoing Easement. Without limiting the generality of the foregoing, it is expressly stated, acknowledged, and agreed that, to the extent Lender takes any enforcement action with respect to the Security Deed, the Assignment of Rents, or both, such enforcement action shall not disturb or have any effect on the enforceability of the rights of Grantee under the Easement Agreement.

IN WITNESS WHEREOF, the undersigned has caused its duly authorized representative to execute this Acknowledgment, Consent, and Subordination under hand and seal as of this 27 day of JANUARY, 2026.

**MADISON COUNTY COMMUNITY
BANK**

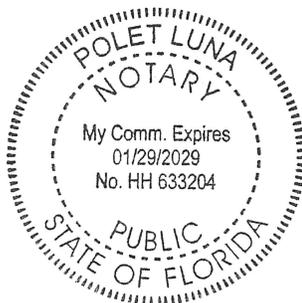
By: [Signature] (SEAL)
Name: DON ASHLEY
Title: EVP

Signed, sealed and delivered
in the presence of:

Polet Luna
Witness
[Signature]
Notary Public

My Commission Expires: 1/29/29

(NOTARIAL SEAL)



LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: Advanced Disposal Services Residential Solid Waste
Franchise Renewal

DATE OF MEETING: March 24, 2026

Work
Session/Regular
Session

BUDGET IMPACT: \$0.00

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: Advanced Disposal Services Solid Waste Southeast, Inc.
Residential Solid Waste Franchise renewal for 2026-2027

HISTORY, FACTS AND ISSUES: Advanced Disposal Services Solid Waste Southeast, Inc., a division of Waste Management, Inc., has applied to renew its existing Franchise for Residential Solid Waste Collections Services which is scheduled to expire on March 31, 2026.

Enclosed is a proposed renewed Franchise Agreement. The agreement is for a term of one year, beginning April 1, 2026 and ending on March 31, 2027.

(Other than updating various dates in the Franchise Agreement, it is identical to the existing Franchise)

OPTIONS: 1. Approve proposed renewed Franchise for Residential Solid Waste Collection Services for Advanced Disposal Services Solid Waste Southeast, Inc. and authorize the Chairman to execute the Franchise on behalf of the County.

2. Redirect

RECOMMENDED ACTION: Board's Pleasure

DEPARTMENT: Human Resources

DEPARTMENT HEAD: Kevin Beals

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

**FRANCHISE
FOR RESIDENTIAL SOLID WASTE COLLECTION SERVICES**

THIS FRANCHISE (the "Franchise") is granted effective as of the 1st day of April, 2026, by the BOARD OF COMMISSIONERS OF LOWNDES COUNTY, GEORGIA (the "County") to, and is accepted and agreed to by, ADVANCED DISPOSAL SERVICES SOLID WASTE SOUTHEAST, INC. ("Franchisee").

W I T N E S S E T H:

WHEREAS, the County desires to promote, preserve, and protect the public health, safety, and general welfare by providing for the collection, transportation, and disposal of solid waste generated by residential premises located within the unincorporated areas of Lowndes County;

WHEREAS, providing for and regulating the collection, transportation, and disposal of solid waste generated by residential premises located within the unincorporated areas of Lowndes County is a valid exercise of the County's police power;

WHEREAS, Franchisee was issued a residential solid waste collection franchise by the County to offer and to provide residential solid waste collection services serving residents of the unincorporated areas of Lowndes County effective April 1, 2025, for a term of April 1, 2025, through March 31, 2026, inclusive;

WHEREAS, Franchisee desires to continue to operate a business, enterprise, and commercial activity offering and providing residential solid waste collection services within and serving residents of the unincorporated areas of Lowndes County;

WHEREAS, the County desires to issue and grant to Franchisee, and Franchisee desires to accept and agree to, the right and privilege to offer and to provide such residential solid waste collection services serving residents of the unincorporated areas of Lowndes County, in each case pursuant and subject to the conditions, terms, provisions, requirements, and obligations of the 2015 Lowndes County Solid Waste Ordinance, as amended, (the "Solid Waste Ordinance") and this Franchise; and

WHEREAS, the granting of this Franchise to authorize and to permit Franchisee to provide residential solid waste collection services is authorized by the Solid Waste Ordinance duly adopted by the County;

NOW, THEREFORE, in consideration of the foregoing, the respective representations, warranties, covenants, and agreements of Franchisee set forth herein, the sum of Ten and no/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are each hereby acknowledged, Lowndes County does hereby issue and grant to Franchisee, and Franchisee, intending to be legally bound hereby, does hereby accept and agree to this Franchise, as follows:

1. Definitions. Terms not otherwise defined in this Franchise shall have the meaning ascribed to them in the Solid Waste Ordinance unless the context clearly requires otherwise.

2. Grant of Franchise. Pursuant to the Solid Waste Ordinance, the County hereby issues and grants to Franchisee this Franchise authorizing Franchisee to provide residential solid waste collection services to residents and to use the public roads and rights-of-way of Lowndes County for such purpose, all in accordance with and subject to each of the conditions, terms, provisions, requirements, and obligations of the Solid Waste Ordinance and this Franchise.

3. Non-exclusivity. This Franchise is nonexclusive. The County may issue and grant other nonexclusive franchises pursuant to the Solid Waste Ordinance to other franchisees for the provision of residential solid waste collection services to residents.

4. Number of Nonexclusive Franchisees. The County may issue such number of nonexclusive franchises pursuant to the Solid Waste Ordinance, and may limit such number of nonexclusive franchises it issues pursuant to the Solid Waste Ordinance, as it determines from time to time for reasons and purposes reasonably related to the public health, safety, and general welfare, including but not limited to the availability of residential solid waste collection service to residents of each residential premise, the adequate provision of such service, the quality of customer service provided, the reasonableness of price therefor, and the effect of solid waste service vehicles on county roads and the public.

5. Effective Date, Term of Franchise. The effective date of this Franchise is April 1, 2026. The term of this Franchise shall be from April 1, 2026, through March 31, 2027, inclusive.

6. Provision of Basic Service to Residents of all Residential Premises. Franchisee shall offer and provide basic service to any and all residents who request and subscribe to such service.

7. Collection Centers. For and during the term of this Franchise, the County grants Franchisee a license to use the real property located at 4758 Loch Laurel Road and 4040 Pine Grove Road, more fully described on Exhibits A and B hereto (the “collection centers”), for the limited purpose of receiving for collection at the collection centers residential recycling materials, yard waste, and bulky items pursuant to and in accordance with the Ordinance and this Franchise. Franchisee shall not remove any trees or landscaping materials from said property or make any permanent modifications or improvements to said property without prior written approval of the County Manager. Franchisee may terminate said license as to either or both of the collection centers upon thirty (30) days’ prior written notice to the County. Said license shall also terminate as to either or both of the collection centers in the event Franchisee discontinues use of either or both of the collection centers for said purposes for more than thirty (30) days.

8. Collection of Residential Garbage. Franchisee’s basic service shall include the collection of a subscriber’s residential garbage at curbside on a collection day designated by Franchisee at least one (1) time per week.

9. Collection of Bulky Items. Franchisee’s basic service shall include the collection of a subscriber’s bulky items either (a) at the collection centers or (b) at curbside. If Franchisee’s

basic service includes the collection of a subscriber's bulky items at curbside, Franchisee shall collect such bulky items at curbside on a collection day designated by Franchisee at least one (1) time every other week based upon the subscriber's requesting Franchisee by telephone to collect such bulky items at least two (2) business days prior to the designated collection day, provided however, Franchisee shall not be obligated to collect more than five (5) cubic yards of bulky items from the subscriber's premises at a single collection day. If Franchisee's basic service includes the collection of a subscriber's bulky items at the collection centers, Franchisee may upon request of a subscriber collect a subscriber's bulky items at curbside as an additional service.

10. Collection of Yard Waste. Franchisee's basic service shall include the collection of a subscriber's yard waste either (a) at the collection centers or (b) at curbside. If Franchisee's basic service includes the collection of a subscriber's yard waste at curbside, Franchisee shall collect such yard waste at curbside on a collection day designated by Franchisee at least one (1) time every other week. If Franchisee's basic service includes the collection of a subscriber's yard waste at the collection centers, Franchisee may upon request of a subscriber collect a subscriber's yard waste at curbside as an additional service.

11. Collection of Residential Recycling Materials. Franchisee's basic service shall include the collection of a subscriber's residential recycling materials either (a) at the collection centers or (b) at curbside. If Franchisee's basic service includes the collection of a subscriber's residential recycling materials at curbside, Franchisee shall collect such residential recycling materials at curbside on a collection day designated by Franchisee at least one (1) time every other week. If Franchisee's basic service includes the collection of a subscriber's residential recycling materials at the collection centers, Franchisee may upon request of a subscriber collect a subscriber's residential recycling materials at curbside as an additional service. Franchisee shall ensure all residential recycling materials it collects from its subscribers are processed for recycling and are not disposed in a landfill. In the event Franchisee is unable to dispose of a certain type or types of recyclable materials for recycling, and with prior written approval of the County Manager, Franchisee may notify its subscribers that they shall not include such certain type or types of recyclable materials in the residential recycling materials they deliver to Franchisee for collection either at the collection centers or at curbside. Franchisee shall not be responsible for the collection of any residential recycling materials at curbside or at the collection centers if residential garbage is mixed with such residential recycling materials.

12. Back-Door Pick-up. Franchisee shall provide back-door pick-up of residential garbage from each of its subscribers who is because of injury or infirmity unable to place his or her solid waste cart at curbside provided no other resident of the subscriber's residential premise is able to place the subscriber's solid waste cart at curbside. If Franchisee collects residential recycling materials at curbside, Franchisee shall provide back-door pick-up of residential recycling materials from each of its subscribers who is because of injury or infirmity unable to place his or her recycling container at curbside provided no other resident of the subscriber's residential premise is able to place the subscriber's recycling container at curbside. Franchisee shall accept the written statement of a physician of the subscriber's lack of ability to place the subscriber's solid waste collection cart and/or recycling container at curbside as sufficient evidence and proof of the subscriber's lack of such ability.

13. Uniform Fee. Franchisee shall charge each of its subscribers the same uniform fee for basic service and the same uniform fee or fees for additional services provided pursuant to this Franchise.

14. Pricing for Basic Service. Franchisee shall not charge its subscribers in excess of \$25.00 per month for the basic service Franchisee provides pursuant to this Franchise.

15. Additional Services. In addition to its basic service, Franchisee may offer and provide its subscribers additional services and charge uniform fees determined by Franchisee therefor; provided, however, if Franchisee's basic service includes the collection of bulky items, yard waste, or residential recycling materials at the collection centers, Franchisee may provide its subscribers who are because of injury or infirmity unable to use the collection centers a discounted fee in such amount as Franchisee determines for the additional service or services of curbside collection of bulky items, yard waste, or residential recycling materials provided such discounted fee is uniform for all such subscribers who are because of injury or infirmity unable to use the collection centers.

16. Days and Hours of Curbside Collection. Franchisee shall collect residential solid waste at curbside, whether as a basic service or as an additional service, only on weekdays between the hours of 7:00 a.m. and 7:00 p.m. except to perform emergency work or service required to safeguard the immediate health, safety, and general welfare of the public.

17. Collection from Persons Other than Franchisee's Subscribers. Franchisee may collect bulky items, yard waste, and/or residential recycling materials, whether at curbside or at the collection centers, from persons other than its subscribers for such fee or fees to which Franchisee and such other persons agree.

18. Franchisee's Vehicles.

(a) Franchisee shall collect residential garbage from its subscribers in vehicles specifically designed for the collection of residential garbage. Such vehicles shall have fully enclosed leak resistant compaction bodies. Franchisee shall provide a sufficient number of such vehicles for the curbside collection of residential garbage from Franchisee's subscribers.

(b) If Franchisee collects any of bulky items, yard waste, or residential recycling materials at curbside, whether as a basic service or as an additional service, Franchisee shall provide a sufficient number of vehicles for the curbside collection thereof from Franchisee's subscribers.

(c) Franchisee shall ensure that solid waste it transports by its vehicles does not spill, leak, or blow from such vehicles.

(d) Each vehicle Franchisee uses to provide residential solid waste collection services shall be kept in good repair, appearance, and a sanitary condition at all times.

(e) Each vehicle Franchisee uses to provide residential solid waste collection services shall be clearly and prominently marked on both its left and right sides with Franchisee's name and telephone number.

19. Additional Solid Waste Carts; Additional Recycling Containers.

(a) Franchisee shall furnish one (1) solid waste cart to each of its subscribers at no charge. Franchisee shall maintain its solid waste carts in a reasonably good condition. Franchisee shall supply one (1) or more additional solid waste carts to any of its subscribers upon request and may charge such subscribers an additional monthly fee of up to \$5.00 for each additional solid waste cart supplied and the curbside collection of residential garbage associated with each additional cart supplied. Franchisee shall repair or replace its solid waste carts at no charge to its subscriber if such repair or replacement is due to reasonable wear and tear. Franchisee may charge a subscriber for the cost of repair or replacement of solid waste carts if such repair or replacement is required as a result of a subscriber's excessive abuse, neglect, or damage, or due to fire or theft.

(b) If Franchisee collects residential recycling materials at curbside, Franchisee shall furnish one (1) recycling container to each of its subscribers at no charge. Franchisee shall maintain its recycling containers in a reasonably good condition. If Franchisee collects residential recycling materials at curbside, Franchisee shall supply one (1) or more additional recycling containers to any of its subscribers from whom it collects residential recycling materials at curbside upon request and may charge such subscribers an additional monthly fee of up to \$5.00 for each additional recycling container supplied and the curbside collection of residential recycling materials associated with each additional cart supplied. Franchisee shall repair or replace its recycling containers at no charge to the subscriber if such repair or replacement is due to reasonable wear and tear. Franchisee may charge subscribers for the cost of repair or replacement of recycling containers if such repair or replacement is required as a result of a subscriber's excessive abuse, neglect, or damage, or due to fire or theft.

20. Subscription Fees. Franchisee shall not charge its subscribers a subscription fee or any other fee upon subscription.

21. Termination Fees. Franchisee may charge a subscriber a termination fee or such other fee upon termination of the subscriber's subscription in any amount to which Franchisee and its subscriber agree.

22. Suspension of Curbside Collection on Holidays. Franchisee may suspend the collection of residential solid waste which Franchisee collects at curbside, either as a basic service or as an additional service, on holidays observed by the County provided Franchisee collects such residential solid waste within the two (2) business days before or after such holiday and provides at least seven (7) days' advance notice to affected subscribers of the suspension of such service and the day on which such service will be provided.

23. Hours of Operation of Collection Centers. If Franchisee operates the collection centers, it shall operate such centers at least during the following hours: 8:00 a.m. to 6:00 p.m. each Friday, Saturday, and Monday, and 1:00 p.m. to 6:00 p.m. each Sunday, excepting holidays observed by the County.

24. Staffing and Operation of Collection Centers. If Franchisee operates the collection centers, it shall staff the collection centers with a sufficient number of trained employees to handle efficiently, adequately, and timely the vehicular traffic through the collection centers and the

volume of residential solid waste delivered to the collection centers and to assist subscribers delivering solid waste to the collection centers. Franchisee may adopt and enforce reasonable rules consistent with industry practice for the efficient operation of the collection centers provided such rules are not inconsistent with the Ordinance or this Franchise and are approved in advance in writing by the County Manager.

25. Equipment and Containers. If Franchisee operates the collection centers, it shall equip such collection centers with sufficient equipment and containers to handle efficiently, adequately, and timely the volume of residential solid waste delivered to the collection centers. Franchisee shall keep such equipment and containers in good repair, appearance, and sanitary condition at all times. Upon termination of this Franchise, or termination of Franchisee's license to the collection centers prior thereto, Franchisee shall, at its sole expense, remove all of its equipment, containers, and any other property from the collection centers.

26. Cost of Operation of Collection Centers. If Franchisee operates the collection centers, it shall be responsible for and shall indemnify and hold the County harmless for all costs, expense, and risk of and associated with operating the collection centers.

27. Maintenance and Appearance of Collection Centers. If Franchisee operates the collection centers, it shall be responsible for the maintenance and neat appearance of the collection centers, including without limitation keeping the premises free of litter, mowing any grass on the premises, and trimming any shrubbery on the premises.

28. Information and Educational Materials. Franchisee shall provide information and educational materials to the public and specifically its subscribers regarding the residential solid waste collection services Franchisee provides pursuant to this Franchise. The information and materials which Franchisee provides its subscribers shall include (a) Franchisee's curbside collection schedules, (b) at least seven (7) days' advance notice to subscribers of holidays on which the franchisee will suspend the collection of solid waste at curbside and the alternative day on which such service will be provided, (c) at least fourteen (14) days' advance notice of any other change in a subscriber's designated collection day, (d) the hours of operation of the collection centers, (e) information regarding the obligations and responsibilities of subscribers under the Ordinance, including the obligations of subscribers regarding the placement of residential solid waste at curbside and the removal of solid waste carts and recycling containers from curbside, and (f) at least sixty (60) days' advance notice of any change in Franchisee's fees to its subscribers, including any change in Franchisee's fee for basic service, fees for additional solid waste carts and recycling containers, and fees for additional services.

29. Franchise Fees. During the term of the Franchise, Franchisee shall pay a franchise fee to the County for the regulation in Lowndes County of residential solid waste, residential solid waste collection services, the administration and enforcement of the Solid Waste Ordinance, and the administration and enforcement of this Franchise. Such franchise fee shall be paid at the rate of \$3.00 per ton of residential garbage collected by Franchisee in the unincorporated area pursuant to this Franchise. Such franchise fee shall be paid on a monthly basis, with Franchisee paying to the County by the last day of each calendar month the franchise fee due for residential garbage collected by Franchisee in the unincorporated area or otherwise from residents during the

immediately preceding calendar month. Each payment by Franchisee of the franchise fee shall be accompanied by a written statement, certified by an officer of Franchisee or executive level manager responsible for the area or region of Franchisee's operations that includes Lowndes County, showing in such form and detail as the County Manager may prescribe, the total tonnage of residential garbage collected by Franchisee in the unincorporated area during the calendar month for which such franchisee fee is being paid, the calculation of such franchise fee then being paid by Franchisee, and also accompanied by copies of landfill weight tickets evidencing such total tonnage and such other information as the County Manager may from time to time require.

30. Billing and Collection. Franchisee shall be solely responsible for the billing and collection of its charges to its subscribers and shall bear all cost, expense, and risk in connection therewith, including nonpayment by any subscriber.

31. Disposal of Solid Waste. Franchisee shall dispose residential garbage collected by it from its subscribers at curbside and at the collection centers only at the Evergreen Landfill on Wetherington Lane, Valdosta, Georgia or at such other lawfully permitted or licensed disposal facility approved in advance in writing by the County Manager and shall be responsible for and indemnify and hold the County harmless from all risk and the payment of all costs and fees associated with such disposal.

32. Prohibition Against Commingling. Franchisee shall not commingle residential solid waste collected from residents pursuant to this Franchise with any commercial solid waste or any other solid waste originating from elsewhere within the County or from outside the County.

33. Title and Ownership of Waste. Title to and ownership of residential solid waste collected by Franchisee from residents pursuant to this Franchise shall pass to Franchisee once it is placed in a vehicle or other equipment under control of Franchisee or received by Franchisee at the collection centers.

34. Indemnity. Franchisee shall, at its sole cost and expense, fully indemnify, defend, and hold harmless the County, its officers, boards, commissioners, employees, representatives, and agents from and against any and all claims, suits, actions, fines, penalties, liability, costs, loss, damage, and judgments of any kind, including personal injury and/or death, and including reasonable attorneys' fees, expenses, and costs of settlement, arising from or relating to Franchisee's negligence or willful misconduct during the collection, transportation, or disposal of solid waste, whether or not the act or omission complained of is authorized, allowed, or prohibited by this Franchise or the Solid Waste Ordinance, and from any breach or violation by Franchisee of this Franchise or the Solid Waste Ordinance.

35. Performance Bond. Before providing residential solid waste collection services pursuant to this Franchise and at all times during the term of this Franchise, Franchisee shall furnish to the County and maintain in effect a surety bond in the amount of \$250,000 issued by a financially sound and reputable corporate surety authorized to do business in the State of Georgia reasonably acceptable to the County as security for Franchisee's performance of each and every of its obligations under this Franchise and the Solid Waste Ordinance.

36. Insurance.

(a) Franchisee shall maintain in full force and effect insurance of the types and in the amounts set forth below. Franchisee shall furnish to the County with its execution and delivery of this Franchise and annually thereafter if this Franchise is renewed, or at any time upon the County’s request, certificates of insurance or other evidence satisfactory to the County to the effect that such insurance has been procured and is in force and certifying that the County shall receive at least thirty (30) days’ notice prior to any modification, revocation, cancellation, or non-renewal of said insurance. No such insurance shall have a self-insured retention amount in excess of \$10,000.

| <u>Coverages</u> | <u>Limits of Liability</u> |
|---|---|
| Worker’s Compensation | Statutory |
| General Liability and Property Damage (except automobile) | \$1,000,000 per occurrence \$2,000,000 aggregate |
| Automobile Bodily Injury and Property Damage Liability | Statutory \$500,000 |
| Excess Liability Umbrella | \$2,000,000 aggregate |
| Pollution and Environmental Liability and Remediation Coverage | \$1,000,000 per occurrence |

Franchisee shall ensure the County is named as an “Additional Insured” on each such policy.

(b) All insurance contracts or policies procured by Franchisee pursuant to the above insurance schedule shall be in a form reasonably satisfactory to the County and shall be issued and maintained by companies authorized to do business in the State of Georgia and reasonably acceptable to the County.

(c) Any failure to provide such evidence of, or to maintain, insurance as required by this section shall be grounds for termination of this Franchise.

37. Reporting. Franchisee shall submit to the County Manager a written report no later than forty-five (45) days prior to the termination of this Franchise, whether or not Franchisee has sought or intends to seek renewal of this Franchise, providing the following information regarding Franchisee’s provision of residential solid waste collection services pursuant to this Franchise as of the date which is two (2) months prior to the expiration of this Franchise (the “date of report”) or covering the period up to ten (10) months immediately preceding such date of report (the “period of report”), as applicable, in such format as may be requested by the County Manager:

- the name and address of each of Franchisee’s subscribers as of such date of report,
- the name and address of each subscriber to whom Franchisee has provided a recycling container as of such date of report,
- the quantities by tonnage of residential garbage collected by Franchisee pursuant to this Franchise each month during such period of report
- the quantities by tonnage of bulky items collected by Franchisee pursuant to this Franchise each month during such period of report (a) at the collection centers and (b) at curbside
- the quantities by tonnage of yard waste collected by Franchisee pursuant to this Franchise each month during such period of report (a) at the collection centers and (b) at curbside

- the quantities by tonnage of residential recycling materials collected by Franchisee pursuant to this Franchise each month during such period of report (a) at the collection centers and (b) at curbside
 - a log of missed collections occurring during such period of report, including for each missed collection the subscriber's name and address and the date of the missed collection
 - a log of accidents involving personal injuries or property damage arising out of Franchisee's provision of residential solid waste collection service pursuant to this Franchise occurring during such period of report, including for each accident the date and location and a summary of the accident
 - a log of complaints made by Franchise's subscribers to Franchisee during such period of report, including for each complaint the name and address of the complaining subscriber and the date and a summary of the complaint including its resolution,
- and any other information maintained by Franchisee requested by the County Manager.

38. Franchisee's Records. Franchisee shall maintain accurate and complete books, accounts, and records arising out of or related to its operations under this Franchise, including without limitation, the subscribers it from time to time serves, each specific service Franchisee offers as a part of its residential solid waste collection services provided hereunder, complaints it may receive and their resolution, the quantities by calendar month of residential solid waste collected from residents of the unincorporated area, and the quantities of such residential solid waste disposed of by date and location at each disposal facility or location. Franchisee's books, accounts, and records arising out of or related to its operations under this Franchise shall at all times be open to inspection, examination, audit, and copying by authorized employees, representatives, and agents of the County. Such books, accounts, and records shall be kept at Franchisee's local office in Lowndes County.

39. Local Office. Franchisee shall maintain a local office and a published local telephone number in Lowndes County which shall be open for business at all times between the hours of at least 8:00 a.m. and 5:00 p.m. of each business day, excepting Saturday, Sunday, and holidays observed by Lowndes County. Such local office shall be staffed by a sufficient number of trained employees to efficiently and timely handle the volume of transactions, inquiries, complaints, and other business at such local office, and who shall be available at such office and telephone number for subscribers, other County citizens, and the County's employees, representatives, and agents, to discuss or refer any complaint, inquiry, billing or payment issue, or initiation, modification, or termination of a subscriber's service, or to otherwise communicate and transact business regarding Franchisee's residential solid waste collection services. In doing so, Franchisee shall maintain a subscriber service system reasonably equipped, staffed, and designed to promptly and courteously resolve disputes with or complaints by its subscribers. Franchisee shall provide to each of its subscribers and to the County a written policy specifying the terms, conditions, and fees for each and every service provided its subscribers. Such policies shall be subject to and not conflict with the provisions of this Franchise and the Solid Waste Ordinance.

40. Complaints. All subscriber complaints about residential solid waste collection services provided by Franchisee shall be made directly to the Franchisee, which shall give prompt and courteous attention and follow up to each complaint. In the case of alleged missed scheduled

collection, Franchisee shall investigate and, if such allegations are confirmed, shall arrange for the collection of the residential solid waste not collected within two (2) business days after the complaint is received.

41. Compliance with Solid Waste Ordinance and Other Applicable Laws. Franchisee shall operate and provide its residential solid waste collection services and any and all of its activities arising from or related to such services strictly in accordance with the conditions, terms, provisions, requirements, and obligations of this Franchise, the Solid Waste Ordinance, other applicable ordinances of the County, and all other applicable federal and state statutes, rules, and regulations.

42. Order of Precedence. In case of conflict between the terms of this Franchise and any of the following, the order of precedence shall be (a) applicable federal statutes, rules, and regulations, (b) applicable state statutes, rules and regulations, (c) the Solid Waste Ordinance, (d) other ordinances of Lowndes County, (e) this Franchise.

43. Georgia Illegal Immigration Legislation. This Franchise is and shall be conditioned upon Franchisee's having provided to the County prior to issuance of this Franchise (a) evidence required by OCGA § 36-60-6 that Franchisee is authorized to use the Federal Work Authorization Program (or evidence that it is not required by OCGA § 36-60-6 to provide such evidence) and (b) evidence pursuant to OCGA § 50-36-1 that Franchisee is lawfully present in the United States. Franchisee shall utilize the Federal Work Authorization Program as required by OCGA § 36-60-6.

44. Independent Status; No Agency. Franchisee shall be, and is, an independent operator, and is not an agent, contractor, or employee of the County and is operating its residential solid waste collection service and business in its own manner and method subject to the overall requirements of this Franchise and the Solid Waste Ordinance and at its sole risk and expense. Franchisee and its officers, employees, agents, and representatives shall have no authority, express or implied, to act on behalf of or bind the County in any capacity whatsoever as agent or otherwise.

45. Non-Transferability of Franchise. This Franchise shall not be transferable or assignable in whole or in part without the prior written consent of the County, which consent shall not be unreasonably withheld. Any direct or indirect change in ownership or control of Franchisee shall be considered an assignment of this Franchise. Any successor to the business or operations of the Franchisee shall be required to obtain its own franchise pursuant to the Solid Waste Ordinance.

46. Taxes, Fees, Assessments. In addition to franchise fees and rebates paid pursuant to this Franchise, Franchisee shall pay to Lowndes County any other taxes, fees, and other assessments imposed by Lowndes County, including occupation taxes, applicable to Franchisee.

47. Permits and Licenses. In addition to this Franchise, Franchisee shall also obtain any governmental permits and licenses applicable to Franchisee's residential solid waste collection service, business and operations which are required of Franchisee by any government or agency.

48. Notice. All notices and other communications under this Franchise shall be in writing and shall be given by hand delivery, prepaid first-class mail, certified or registered with return receipt requested, confirmed facsimile or telecopier, or by prepaid commercial overnight courier maintaining written records of delivery, and shall be deemed to have been duly given, served, and received for all purposes at such time as it is delivered, with the return receipt, the delivery receipt, or the affidavit of messenger being deemed conclusive evidence of such delivery, or at such time as delivery is refused by the addressee upon presentation at the address as follows:

If to County:

Lowndes County
327 North Ashley Street
Valdosta, Georgia 31601
Attention: County Manager
Fax: (229) 245-5222

with a copy (which shall not constitute notice) to:

Elliott Blackburn PC
3016 North Patterson St.
Valdosta, Georgia 31602
Attention: Walter Elliott
Fax: (229) 242-0696

If to Franchisee:

Advanced Disposal Services Solid Waste Southeast, Inc.
1101 Hawkins Street
Valdosta, Georgia 31601
Attention: General Manager
Fax: (229) 244-3222

with a copy (which shall not constitute notice) to:

Advanced Disposal Services Solid Waste Southeast, Inc.
300 Colonial Center Parkway, Suite 230
Roswell, Georgia 30076
Attention: Steve Edwards

or to such other address as each party may designate for itself by like notice.

49. Amendment. This Franchise may be amended only by a writing signed by both parties hereto.

50. Waiver. Any waiver of any breach of this Franchise or violation of the Solid Waste Ordinance shall not be considered a waiver of any other breach, nor of a subsequent breach of this Franchise or violation of the Solid Waste Ordinance.

51. Severability. To the extent any provision of this Franchise is prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Franchise.

52. Governing Law. This Franchise shall be construed and interpreted in accordance with the internal laws of the State of Georgia without giving effect to the conflict of laws principles thereof.

53. Remedies for Breach or Violation. In the event of an alleged breach of any of the terms or conditions of this Franchise or violation of the Solid Waste Ordinance by Franchisee, the County shall provide written notice of such breach or violation to Franchisee, which notice shall specify the alleged breach or violation in reasonable detail. If within twenty (20) days from the date of such notice, Franchisee has either failed to correct the breach or violation or reach an agreement with the County on a mutually satisfactory solution, then the County may, within thirty (30) days of such notice of such breach or violation, give additional notice to Franchisee requiring Franchisee to appear before the Board of Commissioners at such time specified by the Board of Commissioners, to show cause why this Franchise should not be terminated. After such meeting, the Board of Commissioners may elect:

(a) to terminate this Franchise effective thirty (30) days from the date of written notice of such termination,

(b) to extend the time to allow Franchisee to cure the breach or violation,

(c) to impose sanctions not in excess of \$100 per day or fraction thereof during the period each such breach or violation continues uncured for the first ten (10) days of such breach or violation; not in excess of \$250 per day or fraction thereof during the 11th through 20th day each such breach or violation continues without cure; and not in excess of \$500 per day or fraction thereof during the period each such breach or violation continues uncured after twenty (20) days, or

(d) to impose other remedies lawfully available to the County without terminating this Franchise.

54. Attorneys' Fees. In the event of an action at law or in equity by the County to enforce any provision of this Franchise or the Solid Waste Ordinance against Franchisee, Franchisee shall pay to the County all reasonable attorneys' fees, expenses, and costs incurred by the County in enforcing this Franchise or the Solid Waste Ordinance against Franchisee.

55. Jurisdiction; Venue. In the event either party commences a lawsuit or other proceeding relating to or arising from this Franchise or the Solid Waste Ordinance, the parties agree and consent to the jurisdiction of the state or federal courts having jurisdiction over Lowndes County, Georgia for and over any such lawsuit or other proceeding that may arise under or in connection with this Franchise. The location of any of such courts shall be proper venue for any such lawsuit or judicial proceeding and the parties hereto waive any objection to such venue.

56. Third-Party Beneficiaries. This Franchise shall not benefit nor confer any rights or remedies on any person or entity other than the County and Franchisee and their respective permitted successors and assigns.

57. Nondiscrimination. Franchisee shall not discriminate against any person because of race, sex, creed, color, religion, or national origin in the offering or performing of Franchisee's residential solid waste collection disposal services.

58. Request for Renewal; No Vested Right to Renewal. Franchisee may request renewal of this Franchise; provided, however, and notwithstanding anything in this Franchise to the contrary, Franchisee has no vested or contract right in any such renewal.

59. Section Headings. The section headings herein are intended for reference and shall not by themselves determine the construction or interpretation of this Franchise.

60. Number and Gender. Where the context requires, the use of the singular form herein shall include the plural, the use of the plural shall include the singular, and the use of any gender shall include any and all genders.

61. Authority of Franchisee. Franchisee warrants that Franchisee has the full right, power, legal capacity, and authority to accept and to enter into this Franchise and to perform each of the conditions, terms, requirements, provisions, and obligations of Franchisee set forth herein and that the execution of this Franchise by and on behalf of Franchisee has been duly authorized by Franchisee.

62. Execution in Counterparts. This Franchise may be executed in two or more counterparts which when so executed shall constitute one and the same document.

63. Entire Agreement. This Franchise sets forth the entire agreement of the parties and all conditions, terms, requirements, provisions, and obligations of the Franchise issued and granted by the County to Franchisee for the provision of residential solid waste collection services within and serving the unincorporated area and residents of the unincorporated area and supersedes all prior written agreements or understandings related to the subject matter whereof including prior franchises issued by the County to Franchisee.

64. Time is of the Essence. Time is of the essence in the performance of this Franchise.

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

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

By: _____
Bill Slaughter
Chairman

**ADVANCED DISPOSAL SERVICES SOLID
WASTE SOUTHEAST, INC.**

By: _____
Dina Reider-Hicks
Public Sector Solutions Director

Exhibit A

Loch Laurel Road Collection Center

The real property located at 4758 Loch Laurel Road, Lowndes County, Georgia, within the fence illustrated in red on the attached aerial photograph identified as Loch Laurel Road Collection Center.

Loch Laurel Collection Center



Loch Laurel Road Collection Center

Exhibit B

Pine Grove Road Collection Center

The real property located at 4040 Pine Grove Road, Lowndes County, Georgia, within the fence illustrated in red on the attached aerial photograph identified as Pine Grove Road Collection Center.

Pine Grove Collection Center



Pine Grove Road Collection Center

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: Deep South Sanitation, LLC, Residential Solid Waste
Franchise Renewal

DATE OF MEETING: March 24, 2026

Work
Session/Regular
Session

BUDGET IMPACT: \$0.00

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: Deep South Sanitation, LLC, Residential Solid Waste
Franchise renewal for 2025-2026

HISTORY, FACTS AND ISSUES: Deep South Sanitation, LLC, has applied to renew its existing franchise for Residential Solid Waste Collection Services, which is scheduled to expire on March 31, 2026.

Enclosed is a proposed renewed Franchise Agreement. The agreement is for a term of one year, beginning April 1, 2026 and ending on March 31, 2027.

(Other than updating various dates in the Franchise Agreement, it is identical to the existing Franchise)

OPTIONS: 1. Approve proposed renewed Franchise for Residential Solid Waste Collection Services for Deep South Sanitation, LLC, and authorize the Chairman to execute the Franchise on behalf of the County.

2. Redirect

RECOMMENDED ACTION: Board's Pleasure

DEPARTMENT: Human Resources

DEPARTMENT HEAD: Kevin Beals

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

**FRANCHISE
FOR RESIDENTIAL SOLID WASTE COLLECTION SERVICES**

THIS FRANCHISE (the “Franchise”) is granted effective as of the 1st day of April, 2026, by the BOARD OF COMMISSIONERS OF LOWNDES COUNTY, GEORGIA (the “County”) to, and is accepted and agreed to by, DEEP SOUTH SANITATION, LLC, a Georgia limited liability company (“Franchisee”).

WITNESSETH:

WHEREAS, the County desires to promote, preserve, and protect the public health, safety, and general welfare by providing for the collection, transportation, and disposal of solid waste generated by residential premises located within the unincorporated areas of Lowndes County;

WHEREAS, providing for and regulating the collection, transportation, and disposal of solid waste generated by residential premises located within the unincorporated areas of Lowndes County is a valid exercise of the County’s police power;

WHEREAS, Franchisee was issued a residential solid waste collection franchise by the County to offer and to provide residential solid waste collection services serving residents of the unincorporated areas of Lowndes County effective April 1, 2025, for a term of April 1, 2025, through March 31, 2026, inclusive;

WHEREAS, Franchisee desires to continue to operate a business, enterprise, and commercial activity offering and providing residential solid waste collection services within and serving residents of the unincorporated areas of Lowndes County;

WHEREAS, the County desires to issue and grant to Franchisee, and Franchisee desires to accept and agree to, the right and privilege to offer and to provide such residential solid waste collection services serving residents of the unincorporated areas of Lowndes County, in each case pursuant and subject to the conditions, terms, provisions, requirements, and obligations of the 2015 Lowndes County Solid Waste Ordinance, as amended, (the “Solid Waste Ordinance”) and this Franchise; and

WHEREAS, the granting of this Franchise to authorize and to permit Franchisee to provide residential solid waste collection services is authorized by the Solid Waste Ordinance duly adopted by the County;

NOW, THEREFORE, in consideration of the foregoing, the respective representations, warranties, covenants, and agreements of Franchisee set forth herein, the sum of Ten and no/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are each hereby acknowledged, Lowndes County does hereby issue and grant to Franchisee, and Franchisee, intending to be legally bound hereby, does hereby accept and agree to this Franchise, as follows:

1. Definitions. Terms not otherwise defined in this Franchise shall have the meaning ascribed to them in the Solid Waste Ordinance unless the context clearly requires otherwise.

2. Grant of Franchise. Pursuant to the Solid Waste Ordinance, the County hereby issues and grants to Franchisee this Franchise authorizing Franchisee to provide residential solid waste collection services to residents and to use the public roads and rights-of-way of Lowndes County for such purpose, all in accordance with and subject to each of the conditions, terms, provisions, requirements, and obligations of the Solid Waste Ordinance and this Franchise.

3. Non-exclusivity. This Franchise is nonexclusive. The County may issue and grant other nonexclusive franchises pursuant to the Solid Waste Ordinance to other franchisees for the provision of residential solid waste collection services to residents.

4. Number of Nonexclusive Franchisees. The County may issue such number of nonexclusive franchises pursuant to the Solid Waste Ordinance, and may limit such number of nonexclusive franchises it issues pursuant to the Solid Waste Ordinance, as it determines from time to time for reasons and purposes reasonably related to the public health, safety, and general welfare, including but not limited to the availability of residential solid waste collection service to residents of each residential premise, the adequate provision of such service, the quality of customer service provided, the reasonableness of price therefor, and the effect of solid waste service vehicles on county roads and the public.

5. Effective Date, Term of Franchise. The effective date of this Franchise is April 1, 2026. The term of this Franchise shall be from April 1, 2026, through March 31, 2027, inclusive.

6. Provision of Basic Service to Residents of all Residential Premises. Franchisee shall offer and provide basic service to any and all residents who request and subscribe to such service.

7. Collection Center. For and during the term of this Franchise, the County grants Franchisee a license to use the real property located at 345 Gil Harbin Industrial Boulevard, more fully described on Exhibit A hereto (the “collection center”), for the limited purpose of receiving for collection at the collection center residential recycling materials, yard waste, and bulky items pursuant to and in accordance with the Ordinance and this Franchise. Franchisee shall not remove any trees or landscaping materials from said property or make any permanent modifications or improvements to said property without prior written approval of the County Manager. Franchisee may terminate said license upon thirty (30) days’ prior written notice to the County. Said license shall also terminate in the event Franchisee discontinues use of the collection center for said purposes for more than thirty (30) days.

8. Collection of Residential Garbage. Franchisee’s basic service shall include the collection of a subscriber’s residential garbage at curbside on a collection day designated by Franchisee at least one (1) time per week.

9. Collection of Bulky Items. Franchisee’s basic service shall include the collection of a subscriber’s bulky items either (a) at the collection center or (b) at curbside. If Franchisee’s basic service includes the collection of a subscriber’s bulky items at curbside, Franchisee shall collect

such bulky items at curbside on a collection day designated by Franchisee at least one (1) time every other week based upon the subscriber's requesting Franchisee by telephone to collect such bulky items at least two (2) business days prior to the designated collection day, provided however, Franchisee shall not be obligated to collect more than five (5) cubic yards of bulky items from the subscriber's premises at a single collection day. If Franchisee's basic service includes the collection of a subscriber's bulky items at the collection center, Franchisee may upon request of a subscriber collect a subscriber's bulky items at curbside as an additional service.

10. Collection of Yard Waste. Franchisee's basic service shall include the collection of a subscriber's yard waste either (a) at the collection center or (b) at curbside. If Franchisee's basic service includes the collection of a subscriber's yard waste at curbside, Franchisee shall collect such yard waste at curbside on a collection day designated by Franchisee at least one (1) time every other week. If Franchisee's basic service includes the collection of a subscriber's yard waste at the collection center, Franchisee may upon request of a subscriber collect a subscriber's yard waste at curbside as an additional service.

11. Collection of Residential Recycling Materials. Franchisee's basic service shall include the collection of a subscriber's residential recycling materials either (a) at the collection center or (b) at curbside. If Franchisee's basic service includes the collection of a subscriber's residential recycling materials at curbside, Franchisee shall collect such residential recycling materials at curbside on a collection day designated by Franchisee at least one (1) time every other week. If Franchisee's basic service includes the collection of a subscriber's residential recycling materials at the collection center, Franchisee may upon request of a subscriber collect a subscriber's residential recycling materials at curbside as an additional service. Franchisee shall ensure all residential recycling materials it collects from its subscribers are processed for recycling and are not disposed in a landfill. In the event Franchisee is unable to dispose of a certain type or types of recyclable materials for recycling, and with prior written approval of the County Manager, Franchisee may notify its subscribers that they shall not include such certain type or types of recyclable materials in the residential recycling materials they deliver to Franchisee for collection either at the collection center or at curbside. Franchisee shall not be responsible for the collection of any residential recycling materials at curbside or at the collection center if residential garbage is mixed with such residential recycling materials.

12. Back-Door Pick-up. Franchisee shall provide back-door pick-up of residential garbage from each of its subscribers who is because of injury or infirmity unable to place his or her solid waste cart at curbside provided no other resident of the subscriber's residential premise is able to place the subscriber's solid waste cart at curbside. If Franchisee collects residential recycling materials at curbside, Franchisee shall provide back-door pick-up of residential recycling materials from each of its subscribers who is because of injury or infirmity unable to place his or her recycling container at curbside provided no other resident of the subscriber's residential premise is able to place the subscriber's recycling container at curbside. Franchisee shall accept the written statement of a physician of the subscriber's lack of ability to place the subscriber's solid waste collection cart and/or recycling container at curbside as sufficient evidence and proof of the subscriber's lack of such ability.

13. Uniform Fee. Franchisee shall charge each of its subscribers the same uniform fee for basic service and the same uniform fee or fees for additional services provided pursuant to this Franchise.

14. Pricing for Basic Service. Franchisee shall not charge its subscribers in excess of \$25.00 per month for the basic service Franchisee provides pursuant to this Franchise.

15. Additional Services. In addition to its basic service, Franchisee may offer and provide its subscribers additional services and charge uniform fees determined by Franchisee therefor; provided, however, if Franchisee's basic service includes the collection of bulky items, yard waste, or residential recycling materials at the collection center, Franchisee may provide its subscribers who are because of injury or infirmity unable to use the collection center a discounted fee in such amount as Franchisee determines for the additional service or services of curbside collection of bulky items, yard waste, or residential recycling materials provided such discounted fee is uniform for all such subscribers who are because of injury or infirmity unable to use the collection center.

16. Days and Hours of Curbside Collection. Franchisee shall collect residential solid waste at curbside, whether as a basic service or as an additional service, only on weekdays between the hours of 7:00 a.m. and 7:00 p.m. except to perform emergency work or service required to safeguard the immediate health, safety, and general welfare of the public.

17. Collection from Persons Other than Franchisee's Subscribers. Franchisee may collect bulky items, yard waste, and/or residential recycling materials, whether at curbside or at the collection center, from persons other than its subscribers for such fee or fees to which Franchisee and such other persons agree.

18. Franchisee's Vehicles.

(a) Franchisee shall collect residential garbage from its subscribers in vehicles specifically designed for the collection of residential garbage. Such vehicles shall have fully enclosed leak resistant compaction bodies. Franchisee shall provide a sufficient number of such vehicles for the curbside collection of residential garbage from Franchisee's subscribers.

(b) If Franchisee collects any of bulky items, yard waste, or residential recycling materials at curbside, whether as a basic service or as an additional service, Franchisee shall provide a sufficient number of vehicles for the curbside collection thereof from Franchisee's subscribers.

(c) Franchisee shall ensure that solid waste it transports by its vehicles does not spill, leak, or blow from such vehicles.

(d) Each vehicle Franchisee uses to provide residential solid waste collection services shall be kept in good repair, appearance, and a sanitary condition at all times.

(e) Each vehicle Franchisee uses to provide residential solid waste collection services shall be clearly and prominently marked on both its left and right sides with Franchisee's name and telephone number.

19. Additional Solid Waste Carts; Additional Recycling Containers.

(a) Franchisee shall furnish one (1) solid waste cart to each of its subscribers at no charge. Franchisee shall maintain its solid waste carts in a reasonably good condition. Franchisee shall supply one (1) or more additional solid waste carts to any of its subscribers upon request and may charge such subscribers an additional monthly fee of up to \$5.00 for each additional solid waste cart supplied and the curbside collection of residential garbage associated with each additional cart supplied. Franchisee shall repair or replace its solid waste carts at no charge to its subscriber if such repair or replacement is due to reasonable wear and tear. Franchisee may charge a subscriber for the cost of repair or replacement of solid waste carts if such repair or replacement is required as a result of a subscriber's excessive abuse, neglect, or damage, or due to fire or theft.

(b) If Franchisee collects residential recycling materials at curbside, Franchisee shall furnish one (1) recycling container to each of its subscribers at no charge. Franchisee shall maintain its recycling containers in a reasonably good condition. If Franchisee collects residential recycling materials at curbside, Franchisee shall supply one (1) or more additional recycling containers to any of its subscribers from whom it collects residential recycling materials at curbside upon request and may charge such subscribers an additional monthly fee of up to \$5.00 for each additional recycling container supplied and the curbside collection of residential recycling materials associated with each additional cart supplied. Franchisee shall repair or replace its recycling containers at no charge to the subscriber if such repair or replacement is due to reasonable wear and tear. Franchisee may charge subscribers for the cost of repair or replacement of recycling containers if such repair or replacement is required as a result of a subscriber's excessive abuse, neglect, or damage, or due to fire or theft.

20. Subscription Fees. Franchisee shall not charge its subscribers a subscription fee or any other fee upon subscription.

21. Termination Fees. Franchisee may charge a subscriber a termination fee or such other fee upon termination of the subscriber's subscription in any amount to which Franchisee and its subscriber agree.

22. Suspension of Curbside Collection on Holidays. Franchisee may suspend the collection of residential solid waste which Franchisee collects at curbside, either as a basic service or as an additional service, on holidays observed by the County provided Franchisee collects such residential solid waste within the two (2) business days before or after such holiday and provides at least seven (7) days' advance notice to affected subscribers of the suspension of such service and the day on which such service will be provided.

23. Hours of Operation of Collection Center. If Franchisee operates the collection center, it shall operate such center at least during the following hours: 8:00 a.m. to 6:00 p.m. each Friday, Saturday, and Monday, and 1:00 p.m. to 6:00 p.m. each Sunday, excepting holidays observed by the County.

24. Staffing and Operation of Collection Center. If Franchisee operates the collection center, it shall staff the collection center with a sufficient number of trained employees to handle efficiently, adequately, and timely the vehicular traffic through the collection center and the

volume of residential solid waste delivered to the collection center and to assist subscribers delivering solid waste to the collection center. Franchisee may adopt and enforce reasonable rules consistent with industry practice for the efficient operation of the collection center provided such rules are not inconsistent with the Ordinance or this Franchise and are approved in advance in writing by the County Manager.

25. Equipment and Containers. If Franchisee operates the collection center, it shall equip such collection center with sufficient equipment and containers to handle efficiently, adequately, and timely the volume of residential solid waste delivered to the collection center. Franchisee shall keep such equipment and containers in good repair, appearance, and sanitary condition at all times. Upon termination of this Franchise, or termination of Franchisee's license to the collection center prior thereto, Franchisee shall, at its sole expense, remove all of its equipment, containers, and any other property from the collection center.

26. Cost of Operation of Collection Center. If Franchisee operates the collection center, it shall be responsible for and shall indemnify and hold the County harmless for all costs, expense, and risk of and associated with operating the collection center.

27. Maintenance and Appearance of Collection Center. If Franchisee operates the collection center, it shall be responsible for the maintenance and neat appearance of the collection center, including without limitation keeping the premises free of litter, mowing any grass on the premises, and trimming any shrubbery on the premises.

28. Information and Educational Materials. Franchisee shall provide information and educational materials to the public and specifically its subscribers regarding the residential solid waste collection services Franchisee provides pursuant to this Franchise. The information and materials which Franchisee provides its subscribers shall include (a) Franchisee's curbside collection schedules, (b) at least seven (7) days' advance notice to subscribers of holidays on which the franchisee will suspend the collection of solid waste at curbside and the alternative day on which such service will be provided, (c) at least fourteen (14) days' advance notice of any other change in a subscriber's designated collection day, (d) the hours of operation of the collection center, (e) information regarding the obligations and responsibilities of subscribers under the Ordinance, including the obligations of subscribers regarding the placement of residential solid waste at curbside and the removal of solid waste carts and recycling containers from curbside, and (f) at least sixty (60) days' advance notice of any change in Franchisee's fees to its subscribers, including any change in Franchisee's fee for basic service, fees for additional solid waste carts and recycling containers, and fees for additional services.

29. Franchise Fees. During the term of the Franchise, Franchisee shall pay a franchise fee to the County for the regulation in Lowndes County of residential solid waste, residential solid waste collection services, the administration and enforcement of the Solid Waste Ordinance, and the administration and enforcement of this Franchise. Such franchise fee shall be paid at the rate of \$3.00 per ton of residential garbage collected by Franchisee in the unincorporated area pursuant to this Franchise. Such franchise fee shall be paid on a monthly basis, with Franchisee paying to the County by the last day of each calendar month the franchise fee due for residential garbage collected by Franchisee in the unincorporated area or otherwise from residents during the

immediately preceding calendar month. Each payment by Franchisee of the franchise fee shall be accompanied by a written statement, certified by an officer of Franchisee or executive level manager responsible for the area or region of Franchisee's operations that includes Lowndes County, showing in such form and detail as the County Manager may prescribe, the total tonnage of residential garbage collected by Franchisee in the unincorporated area during the calendar month for which such franchisee fee is being paid, the calculation of such franchise fee then being paid by Franchisee, and also accompanied by copies of landfill weight tickets evidencing such total tonnage and such other information as the County Manager may from time to time require.

30. Billing and Collection. Franchisee shall be solely responsible for the billing and collection of its charges to its subscribers and shall bear all cost, expense, and risk in connection therewith, including nonpayment by any subscriber.

31. Disposal of Solid Waste. Franchisee shall dispose residential garbage collected by it from its subscribers at curbside and at the collection center only at the Evergreen Landfill on Wetherington Lane, Valdosta, Georgia or at such other lawfully permitted or licensed disposal facility approved in advance in writing by the County Manager and shall be responsible for and indemnify and hold the County harmless from all risk and the payment of all costs and fees associated with such disposal.

32. Prohibition Against Commingling. Franchisee shall not commingle residential solid waste collected from residents pursuant to this Franchise with any commercial solid waste or any other solid waste originating from elsewhere within the County or from outside the County.

33. Title and Ownership of Waste. Title to and ownership of residential solid waste collected by Franchisee from residents pursuant to this Franchise shall pass to Franchisee once it is placed in a vehicle or other equipment under control of Franchisee or received by Franchisee at the collection center.

34. Indemnity. Franchisee shall, at its sole cost and expense, fully indemnify, defend, and hold harmless the County, its officers, boards, commissioners, employees, representatives, and agents from and against any and all claims, suits, actions, fines, penalties, liability, costs, loss, damage, and judgments of any kind, including personal injury and/or death, and including reasonable attorneys' fees, expenses, and costs of settlement, arising from or relating to Franchisee's negligence or willful misconduct during the collection, transportation, or disposal of solid waste, whether or not the act or omission complained of is authorized, allowed, or prohibited by this Franchise or the Solid Waste Ordinance, and from any breach or violation by Franchisee of this Franchise or the Solid Waste Ordinance.

35. Performance Bond. Before providing residential solid waste collection services pursuant to this Franchise and at all times during the term of this Franchise, Franchisee shall furnish to the County and maintain in effect a surety bond in the amount of \$250,000 issued by a financially sound and reputable corporate surety authorized to do business in the State of Georgia reasonably acceptable to the County as security for Franchisee's performance of each and every of its obligations under this Franchise and the Solid Waste Ordinance.

36. Insurance.

(a) Franchisee shall maintain in full force and effect insurance of the types and in the amounts set forth below. Franchisee shall furnish to the County with its execution and delivery of this Franchise and annually thereafter if this Franchise is renewed, or at any time upon the County’s request, certificates of insurance or other evidence satisfactory to the County to the effect that such insurance has been procured and is in force and certifying that the County shall receive at least thirty (30) days’ notice prior to any modification, revocation, cancellation, or non-renewal of said insurance. No such insurance shall have a self-insured retention amount in excess of \$10,000.

| <u>Coverages</u> | <u>Limits of Liability</u> |
|---|---|
| Worker’s Compensation | Statutory |
| General Liability and Property Damage (except automobile) | \$1,000,000 per occurrence \$2,000,000 aggregate |
| Automobile Bodily Injury and Property Damage Liability | Statutory \$500,000 |
| Excess Liability Umbrella | \$2,000,000 aggregate |
| Pollution and Environmental Liability and Remediation Coverage | \$1,000,000 per occurrence |

Franchisee shall ensure the County is named as an “Additional Insured” on each such policy.

(b) All insurance contracts or policies procured by Franchisee pursuant to the above insurance schedule shall be in a form reasonably satisfactory to the County and shall be issued and maintained by companies authorized to do business in the State of Georgia and reasonably acceptable to the County.

(c) Any failure to provide such evidence of, or to maintain, insurance as required by this section shall be grounds for termination of this Franchise.

37. Reporting. Franchisee shall submit to the County Manager a written report no later than forty-five (45) days prior to the termination of this Franchise, whether or not Franchisee has sought or intends to seek renewal of this Franchise, providing the following information regarding Franchisee’s provision of residential solid waste collection services pursuant to this Franchise as of the date which is two (2) months prior to the expiration of this Franchise (the “date of report”) or covering the period up to ten (10) months immediately preceding such date of report (the “period of report”), as applicable, in such format as may be requested by the County Manager:

- the name and address of each of Franchisee’s subscribers as of such date of report,
- the name and address of each subscriber to whom Franchisee has provided a recycling container as of such date of report,
- the quantities by tonnage of residential garbage collected by Franchisee pursuant to this Franchise each month during such period of report
- the quantities by tonnage of bulky items collected by Franchisee pursuant to this Franchise each month during such period of report (a) at the collection center and (b) at curbside
- the quantities by tonnage of yard waste collected by Franchisee pursuant to this Franchise each month during such period of report (a) at the collection center and (b) at curbside

- the quantities by tonnage of residential recycling materials collected by Franchisee pursuant to this Franchise each month during such period of report (a) at the collection center and (b) at curbside
- a log of missed collections occurring during such period of report, including for each missed collection the subscriber's name and address and the date of the missed collection
- a log of accidents involving personal injuries or property damage arising out of Franchisee's provision of residential solid waste collection service pursuant to this Franchise occurring during such period of report, including for each accident the date and location and a summary of the accident
- a log of complaints made by Franchise's subscribers to Franchisee during such period of report, including for each complaint the name and address of the complaining subscriber and the date and a summary of the complaint including its resolution,

and any other information maintained by Franchisee requested by the County Manager.

38. Franchisee's Records. Franchisee shall maintain accurate and complete books, accounts, and records arising out of or related to its operations under this Franchise, including without limitation, the subscribers it from time to time serves, each specific service Franchisee offers as a part of its residential solid waste collection services provided hereunder, complaints it may receive and their resolution, the quantities by calendar month of residential solid waste collected from residents of the unincorporated area, and the quantities of such residential solid waste disposed of by date and location at each disposal facility or location. Franchisee's books, accounts, and records arising out of or related to its operations under this Franchise shall at all times be open to inspection, examination, audit, and copying by authorized employees, representatives, and agents of the County. Such books, accounts, and records shall be kept at Franchisee's local office in Lowndes County.

39. Local Office. Franchisee shall maintain a local office and a published local telephone number in Lowndes County which shall be open for business at all times between the hours of at least 8:00 a.m. and 5:00 p.m. of each business day, excepting Saturday, Sunday, and holidays observed by Lowndes County. Such local office shall be staffed by a sufficient number of trained employees to efficiently and timely handle the volume of transactions, inquiries, complaints, and other business at such local office, and who shall be available at such office and telephone number for subscribers, other County citizens, and the County's employees, representatives, and agents, to discuss or refer any complaint, inquiry, billing or payment issue, or initiation, modification, or termination of a subscriber's service, or to otherwise communicate and transact business regarding Franchisee's residential solid waste collection services. In doing so, Franchisee shall maintain a subscriber service system reasonably equipped, staffed, and designed to promptly and courteously resolve disputes with or complaints by its subscribers. Franchisee shall provide to each of its subscribers and to the County a written policy specifying the terms, conditions, and fees for each and every service provided its subscribers. Such policies shall be subject to and not conflict with the provisions of this Franchise and the Solid Waste Ordinance.

40. Complaints. All subscriber complaints about residential solid waste collection services provided by Franchisee shall be made directly to the Franchisee, which shall give prompt and courteous attention and follow up to each complaint. In the case of alleged missed scheduled

collection, Franchisee shall investigate and, if such allegations are confirmed, shall arrange for the collection of the residential solid waste not collected within two (2) business days after the complaint is received.

41. Compliance with Solid Waste Ordinance and Other Applicable Laws. Franchisee shall operate and provide its residential solid waste collection services and any and all of its activities arising from or related to such services strictly in accordance with the conditions, terms, provisions, requirements, and obligations of this Franchise, the Solid Waste Ordinance, other applicable ordinances of the County, and all other applicable federal and state statutes, rules, and regulations.

42. Order of Precedence. In case of conflict between the terms of this Franchise and any of the following, the order of precedence shall be (a) applicable federal statutes, rules, and regulations, (b) applicable state statutes, rules and regulations, (c) the Solid Waste Ordinance, (d) other ordinances of Lowndes County, (e) this Franchise.

43. Georgia Illegal Immigration Legislation. This Franchise is and shall be conditioned upon Franchisee's having provided to the County prior to issuance of this Franchise (a) evidence required by OCGA § 36-60-6 that Franchisee is authorized to use the Federal Work Authorization Program (or evidence that it is not required by OCGA § 36-60-6 to provide such evidence) and (b) evidence pursuant to OCGA § 50-36-1 that Franchisee is lawfully present in the United States. Franchisee shall utilize the Federal Work Authorization Program as required by OCGA § 36-60-6.

44. Independent Status; No Agency. Franchisee shall be, and is, an independent operator, and is not an agent, contractor, or employee of the County and is operating its residential solid waste collection service and business in its own manner and method subject to the overall requirements of this Franchise and the Solid Waste Ordinance and at its sole risk and expense. Franchisee and its officers, employees, agents, and representatives shall have no authority, express or implied, to act on behalf of or bind the County in any capacity whatsoever as agent or otherwise.

45. Non-Transferability of Franchise. This Franchise shall not be transferable or assignable in whole or in part without the prior written consent of the County, which consent shall not be unreasonably withheld. Any direct or indirect change in ownership or control of Franchisee shall be considered an assignment of this Franchise. Any successor to the business or operations of the Franchisee shall be required to obtain its own franchise pursuant to the Solid Waste Ordinance.

46. Taxes, Fees, Assessments. In addition to franchise fees and rebates paid pursuant to this Franchise, Franchisee shall pay to Lowndes County any other taxes, fees, and other assessments imposed by Lowndes County, including occupation taxes, applicable to Franchisee.

47. Permits and Licenses. In addition to this Franchise, Franchisee shall also obtain any governmental permits and licenses applicable to Franchisee's residential solid waste collection service, business and operations which are required of Franchisee by any government or agency.

48. Notice. All notices and other communications under this Franchise shall be in writing and shall be given by hand delivery, prepaid first-class mail, certified or registered with return receipt requested, confirmed facsimile or telecopier, or by prepaid commercial overnight courier maintaining written records of delivery, and shall be deemed to have been duly given, served, and received for all purposes at such time as it is delivered, with the return receipt, the delivery receipt, or the affidavit of messenger being deemed conclusive evidence of such delivery, or at such time as delivery is refused by the addressee upon presentation at the address as follows:

If to County:

Lowndes County
327 North Ashley Street
Valdosta, Georgia 31601
Attention: County Manager
Fax: (229) 245-5222

with a copy (which shall not constitute notice) to:

Elliott Blackburn, PC
3016 North Patterson St.
Valdosta, Georgia 31602
Attention: Walter Elliott
Fax: (229) 242-0696

If to Franchisee:

Deep South Sanitation, LLC
205 Tucker Road
Valdosta, Georgia 31606
Attention: Cary Scarborough
dssanitation@att.net

with a copy (which shall not constitute notice) to:

Langdale Vallotton, LLP
1007 North Patterson St.
Valdosta, Georgia 31601
Attention: Robert Plumb
Fax: (229) 244-0453

or to such other address as each party may designate for itself by like notice.

49. Amendment. This Franchise may be amended only by a writing signed by both parties hereto.

50. Waiver. Any waiver of any breach of this Franchise or violation of the Solid Waste Ordinance shall not be considered a waiver of any other breach, nor of a subsequent breach of this Franchise or violation of the Solid Waste Ordinance.

51. Severability. To the extent any provision of this Franchise is prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Franchise.

52. Governing Law. This Franchise shall be construed and interpreted in accordance with the internal laws of the State of Georgia without giving effect to the conflict of laws principles thereof.

53. Remedies for Breach or Violation. In the event of an alleged breach of any of the terms or conditions of this Franchise or violation of the Solid Waste Ordinance by Franchisee, the County shall provide written notice of such breach or violation to Franchisee, which notice shall specify the alleged breach or violation in reasonable detail. If within twenty (20) days from the date of such notice, Franchisee has either failed to correct the breach or violation or reach an agreement with the County on a mutually satisfactory solution, then the County may, within thirty (30) days of such notice of such breach or violation, give additional notice to Franchisee requiring Franchisee to appear before the Board of Commissioners at such time specified by the Board of Commissioners, to show cause why this Franchise should not be terminated. After such meeting, the Board of Commissioners may elect:

(a) to terminate this Franchise effective thirty (30) days from the date of written notice of such termination,

(b) to extend the time to allow Franchisee to cure the breach or violation,

(c) to impose sanctions not in excess of \$100 per day or fraction thereof during the period each such breach or violation continues uncured for the first ten (10) days of such breach or violation; not in excess of \$250 per day or fraction thereof during the 11th through 20th day each such breach or violation continues without cure; and not in excess of \$500 per day or fraction thereof during the period each such breach or violation continues uncured after twenty (20) days, or

(d) to impose other remedies lawfully available to the County without terminating this Franchise.

54. Attorneys' Fees. In the event of an action at law or in equity by the County to enforce any provision of this Franchise or the Solid Waste Ordinance against Franchisee, Franchisee shall pay to the County all reasonable attorneys' fees, expenses, and costs incurred by the County in enforcing this Franchise or the Solid Waste Ordinance against Franchisee.

55. Jurisdiction; Venue. In the event either party commences a lawsuit or other proceeding relating to or arising from this Franchise or the Solid Waste Ordinance, the parties agree and consent to the jurisdiction of the state or federal courts having jurisdiction over Lowndes County, Georgia for and over any such lawsuit or other proceeding that may arise under or in connection with this Franchise. The location of any of such courts shall be proper venue for any such lawsuit or judicial proceeding and the parties hereto waive any objection to such venue.

56. Third-Party Beneficiaries. This Franchise shall not benefit nor confer any rights or remedies on any person or entity other than the County and Franchisee and their respective permitted successors and assigns.

57. Nondiscrimination. Franchisee shall not discriminate against any person because of race, sex, creed, color, religion, or national origin in the offering or performing of Franchisee's residential solid waste collection disposal services.

58. Request for Renewal; No Vested Right to Renewal. Franchisee may request renewal of this Franchise; provided, however, and notwithstanding anything in this Franchise to the contrary, Franchisee has no vested or contract right in any such renewal.

59. Section Headings. The section headings herein are intended for reference and shall not by themselves determine the construction or interpretation of this Franchise.

60. Number and Gender. Where the context requires, the use of the singular form herein shall include the plural, the use of the plural shall include the singular, and the use of any gender shall include any and all genders.

61. Authority of Franchisee. Franchisee warrants that Franchisee has the full right, power, legal capacity, and authority to accept and to enter into this Franchise and to perform each of the conditions, terms, requirements, provisions, and obligations of Franchisee set forth herein and that the execution of this Franchise by and on behalf of Franchisee has been duly authorized by Franchisee.

62. Execution in Counterparts. This Franchise may be executed in two or more counterparts which when so executed shall constitute one and the same document.

63. Entire Agreement. This Franchise sets forth the entire agreement of the parties and all conditions, terms, requirements, provisions, and obligations of the Franchise issued and granted by the County to Franchisee for the provision of residential solid waste collection services within and serving the unincorporated area and residents of the unincorporated area and supersedes all prior written agreements or understandings related to the subject matter whereof including prior franchises issued by the County to Franchisee.

64. Time is of the Essence. Time is of the essence in the performance of this Franchise.

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

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

By: _____
Bill Slaughter
Chairman

DEEP SOUTH SANITATION, LLC

By: _____
Cary Scarborough

Exhibit A

Gil Harbin Industrial Boulevard Collection Center

The real property located at 345 Gil Harbin Industrial Boulevard, Lowndes County, Georgia, within the fence illustrated in red on the attached aerial photograph identified as Gil Harbin Industrial Boulevard Collection Center.

Gil Harbin
Industrial Boulevard
Collection Center



Gil Harbin Industrial Boulevard
Collection Center