



LOWNDES COUNTY BOARD OF COMMISSIONERS  
AMENDED AGENDA  
WORK SESSION, MONDAY, AUGUST 8, 2022, 8:30 AM  
REGULAR SESSION, TUESDAY, AUGUST 9, 2022, 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 - July 25, 2022 & Regular Session - July 26, 2022

Recommended Action: Approve

Documents:

**5. Public Hearing**

- a. REZ-2022-09 Flannigan, James Rd. R-1 to C-G, Water/Sewer ~7.8 acres

Recommended Action: Board's Pleasure

Documents:

- b. Abandonment of a Portion of Boring Pond Lane

Recommended Action: Adopt

Documents:

**6. For Consideration**

- a. State Route 122 (Highway 122) @ State Route 125 (Bemiss Road - Walkers Crossing)  
Roundabout Maintenance Agreement with the Georgia Department of Transportation

Recommended Action: Approve

Documents:

- b. Vertiv Service Contract for the Liebert UPS at the 911 Center & the Four (4) Tower Sites

Recommended Action: Approve

Documents:

- c. Motorola SUAll (Evergreen)

Recommended Action: Approve

Documents:

- d. Adopt Resolution Accepting the Water and Sewer Infrastructure for West Schoolhouse Pond  
Subdivision

Recommended Action: Adopt

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: REZ-2022-09 Flannigan, James Rd. R-1 to C-G, Water/Sewer ~7.8  
acres

DATE OF MEETING: August 9, 2022

Work Session/Regular Session

BUDGET IMPACT:

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: REZ-2022-09 Flannigan, James Rd. R-1 to C-G, Water/Sewer ~7.8 acres

HISTORY, FACTS AND ISSUES: This request represents a change in zoning on the subject property from Low-Density Residential (R-1) zoning to General Commercial (C-G) zoning. According to the letter of intent, the general motivation is a speculative commercial use of the subject property, such as medical and retail amenities. As the lot is a corner lot, access to and from the subject property is currently off James Road, a County maintained major collector on the west side of the property, and Smith Street to the north, a County maintained local road. Concerning the Comprehensive Plan Future Development Map, the subject property is within the Urban Service Area and depicted as a Neighborhood Activity Center Character Area. Per Comprehensive Plan guidance, C-G zoning is recommended within a Neighborhood Activity Center Character Area.

Aspects of this case worthy of consideration include the following: 1. The surrounding residential zoning districts; 2. The proximity of commercial zonings located approximately 450 feet to the east and 850 feet to the south; 3. James Road is a major collector road designed to support commercial activity; 4. The Urban Service Area designation of the property indicates infrastructure is provided, and urban density development is supported on the lot.

The Planning Commission heard the request at their May meeting, and discussed the concerns of specific commercial uses versus higher density residential uses, and ultimately recommended Denial (10-0). The applicant requested that the Board of Commissioners table the request at the June 16, 2022 meeting to allow for additional meetings with the neighbors while a conceptual site plan was developed for review.

The applicant submitted a site plan to the TRC, which was reviewed and returned with comments based on the proposed uses of the property as shown. If the C-G zoning is approved, additional TRC meetings would be required before any development occurs to address access from Smith Street, landscaping and buffering requirements, and any supplemental standards for specific uses.

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

RECOMMENDED ACTION: Board's Pleasure

DEPARTMENT: Planning/Zoning

DEPARTMENT HEAD: JD Dillard

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

June 6, 2022

From: Charlie, Katherine & Felix Flannigan  
2402 Edgar Circle  
Valdosta GA

To: Department of Planning & Zoning  
Attention Mr. JD Dillard

Subject: Table Rezone Request

Dear Mr. Dillard,

In light of the ongoing controversy surrounding the request for rezone, it is our collective consensus that a request to postpone the vote by the Lowndes County Commission is indeed warranted; in order to continue dialogue with residents who apparently are under the impression that we are advocating for a future nightclub and or drive through alcohol sales at this location. I have met with the apparent leadership of the group and am presently unsure of what the groups other undisclosed overall opposition to General Commercial at the site.

Nevertheless, sincere dialogue needs to continue in order to see if we can move forward with conditions, therefore I am formally requesting that the decision be set aside for a period of 60 days from the scheduled vote by the commission.

Cordially,

  
Felix Flannigan

May 16, 2022

From: Charlie, Katherine & Felix Flannigan  
2402 Edgar Circle  
Valdosta GA

To: Department of Planning & Zoning  
Attention Mr. JD Dillard

Dear Sir,

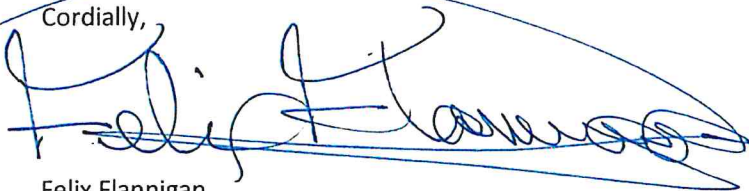
Thank you very much for reaching out to inform us that our proposed zoning request has been placed on the Planning Commission schedule and is due to be heard May 23, 2022. While we have asked Mr. Stan Folsom to speak on our behalf on all matters related to the Re-zoning request. Nevertheless, we would like to share some intimate information which represents our reason for requesting said zoning change.

Our Family has a long history of residence in this community of more than 200 years. With membership in both Phillips Chapel as well as Riverside Baptist Church. I disclose this information to give you some insight into how important this communities next steps toward becoming a contributing economic resource that can be utilized by the county to enhance services throughout Lowndes County.

As we are all aware the County has expended significant resources along James Road as identified in your Consolidated Plan of which we found to be consistent with our hopes and desires for the area's growth. For that reason, we have chosen to Rezone the Property and to work with the County Economic Development to assist us in identifying the appropriate entity who can collaboratively develop the property appropriately. The area has long needed access to basic community resources such as Medical & Retail amenities. This represents our desire to assist in bringing that overall economic plan to fruition.

I view of the economic activity and plans being discussed concerning the James Road corridor we are very optimistic in the potential for healthy growth and respectfully request your support.

Cordially,



Felix Flannigan



19 April 2022

Lowndes County Board of Commissioners  
327 North Ashley Street  
Valdosta GA 31601

Stan Folsom, GA RLS #2284  
1309 Edgewood Drive  
Valdosta GA 31601  
Office: (229) 244-2920  
folsom22@bellsouth.net

**Re: Re-zoning of 7.862 Acres located at the intersection of James Road & Smith Street  
for Felix A. Flannigan (Tax parcels 00187 084 & 0087 165, to be combined)**

Dear Commissioners;

On behalf of Mr. Felix A. Flannigan, Folsom Surveying LLC submits this letter of intent to rezone 7.862 Acres of land to **C-G (General Commercial)**.

Mr. Flannigan's property is:

1. Located within the Urban Service Area;
2. In a "Neighborhood Activity Center" Character Area, "a neighborhood focal point with a concentration of activities such as general retail, service commercial, professional office";
3. On James Road, a collector roadway, where infrastructure has been improved for the purpose of supporting a concentration of activities;
4. Within 500' of a "Community Activity Center" Character Area, "a focal point for several neighborhoods that has a concentration of activities such as general retail, service commercial, office professional"; and
5. Within 500' of property located within the "Community Activity Center" Character Area that is zoned C-H.

**Greater Lowndes 2030 Comprehensive Plan:**

**Goal 7: LAND USE** - To ensure the community's anticipated growth occurs in a well-integrated yet organized fashion, which protects our community resources, promotes efficient use of infrastructure and transportation facilities, and supports quality economic development.

**Policy 7.1** - The Urban Service Area, based on existing and planned infrastructure improvements, shall serve as a guide for future development.

**Objective 7.2.1** – Locate new development within the Urban Service Area.

In summary, I feel that Mr. Flannigan's proposed C-G Zoning is compatible with the James Road area.

Thank you for your consideration.

Sincerely;  
Stan Folsom, GA RLS #2284

Folsom Surveying LLC – Land Surveying & Related Professional Services  
1309 Edgewood Drive – Valdosta, GA 31601  
Stan Folsom RLS #2284  
Office Phone  
229-244-2920  
[folsom22@bellsouth.net](mailto:folsom22@bellsouth.net)

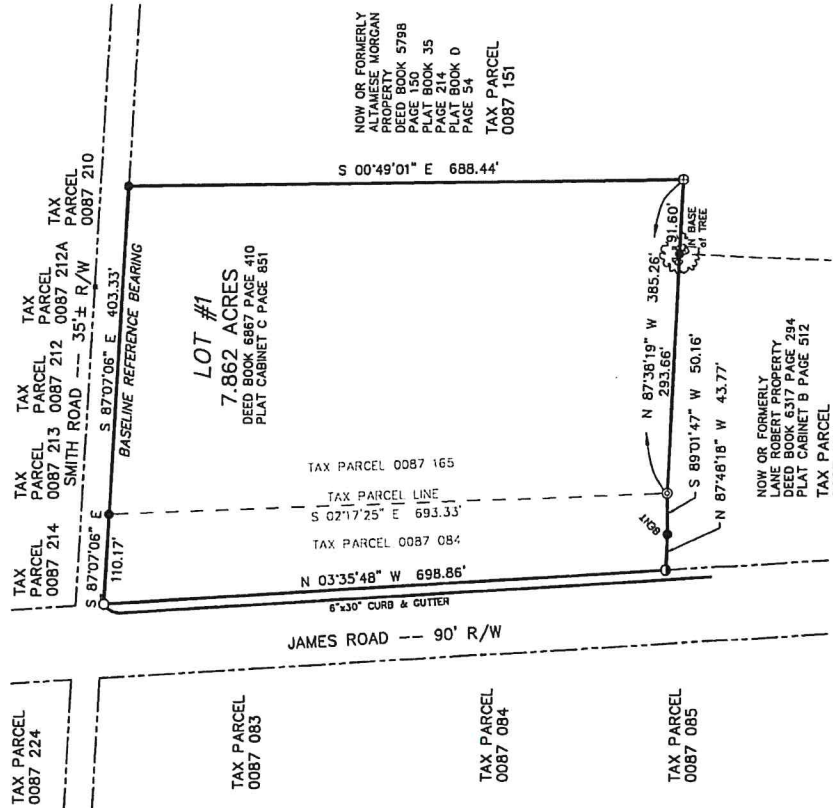
ACCORDING TO THE FLOOD INSURANCE RATE MAP FOR LOWNDES COUNTY, GA & INCORPORATED AREAS MAP #13185C0205E EFFECTIVE DATE SEPTEMBER 26, 2008 THE SUBJECT PROPERTY IS IN FLOOD ZONE 'X' AN AREA DETERMINED TO BE INSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN

**LEGEND**  
 REBAR = CONCRETE REINFORCING BAR  
 R/W OR R.O.W. = RIGHT OF WAY

- = 5/8" IRON REBAR FOUND
- ⊙ = 5/8" IRON REBAR FOUND WITH CAP #2101
- ⊙ = 5/8" IRON REBAR FOUND WITH CAP #3015
- ⊙ = 3/4" OPEN-TOP IRON PIPE FOUND
- = DRILL HOLE PLACED IN GUTTER

- = PROPERTY BOUNDARY SURVEYED
- = ROAD R/W LINE
- - - = ADJOINING PROPERTY LINE

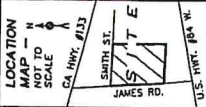
THIS BLOCK RESERVED FOR THE CLERK OF THE SUPERIOR COURT



\*1. CERTIFY THAT ALL MEASUREMENTS ARE CORRECT & WERE PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION.  
 \*THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF 1" IN 46,159' WITH AN ANGLE ERROR OF 4 SECONDS PER ANGLE POINT AND WAS ADJUSTED.  
 \*THIS PLAT HAS BEEN CALCULATED FOR CLOSURE & IS FOUND TO BE ACCURATE WITHIN 1" IN 28,967' & IS FOUND TO BE ACCURATE FOR CLOSURE & MONUMENT & PIN LOCATIONS ARE AS IDENTIFIED ON THIS PLAT.  
 \*EQUIPMENT USED: LEICA TCPR 1203 ELECTRONIC TOTAL STATION & 100' TAPE.

**NOTES**

- LOT #1 IS COMPRISED OF LOWNDES COUNTY TAX MAP 0087 PARCELS 084 & 151
- LOT #1 IS LOCATED WITHIN 1000' OF LOWNDES COUNTY UTILITIES PER LOWNDES COUNTY'S VALOR GIS WEBSITE.
- LOT #1 IS ZONED C-G.
- FRONT MINIMUM BUILDING SETBACK = 70' FROM THE CENTERLINE OF THE RIGHT-OF-WAY + 1/2 ANY AMOUNT THE RIGHT-OF-WAY EXCEEDS 80'
- FROM A CORNER LOT, SIDE YARD SETBACK REQUIREMENTS SHALL BE EQUAL TO THE RIGHT-OF-WAY OF ADJUTING STREETS SHALL BE EQUAL TO THE RIGHT-OF-WAY OF THAT REQUIRED FOR THE FRONT YARD SETBACK. LOTS SETBACK 4.01.02 C.2. CONTACT THE LOWNDES COUNTY ZONING DPT. FOR HELP WITH INTERPRETATION.
- REAR MINIMUM BUILDING SETBACK = 20'
- 12.5' IS RESERVED ALONG SMITH STREET FOR FUTURE FOR REFERENCE ANY SETBACK VIOLATIONS (DWELLINGS, ACCESSORY BUILDINGS, SEPTIC SYSTEMS, WELLS, SIGNS, OR SWIMMING POOLS) WILL BE SUBJECT TO ADDITIONAL REGULATIONS, AND POSSIBLY CODE ENFORCEMENT VIOLATIONS, SETBACKS FOR ALMOST ALL ZONING DISTRICTS CAN BE FOUND IN TABLE 4.01.02(E) OR TABLE 4.06.02(B), OR SECTION 4.06.03(D).



BEARINGS WERE CALCULATED AND CORRECTED FOR CURVATURE AND REFERENCE TO THE BASELINE BEARING TAKEN FROM DEED BOOK 3047 PAGE 5.

**REZONING PLAT**

PLAT OF BOUNDARY RETRACEMENT and COMBINATION SURVEY for **FELIX A. FLANNIGAN** of

DEED BOOK 6867 PAGE 410  
 PLAT CABINET C PAGE 651  
 LOCATED IN  
 LAND LOT #17 of the  
 12th LAND DISTRICT of  
 LOWNDES COUNTY, GEORGIA  
 FIELD SURVEY 26 JANUARY 2022  
 PLAT DATE 19 APRIL 2022



THIS SURVEY WAS PERFORMED AT THE REQUEST OF MR. FELIX A. FLANNIGAN.

AS REQUIRED BY SUBSECTION (G) OF O.C.G.A. SECTION 15-6-67, THIS PLAT HAS BEEN PREPARED BY A LAND SURVEYOR AND APPROVED BY APPLICABLE LOCAL GOVERNMENT OFFICIALS RECORDING AS EVIDENCED BY APPROVAL CERTIFICATES, STAMPS, OR STATEMENTS HEREON. SUCH APPROVALS OR AFFIRMATIONS SHOULD BE CONFIRMED WITH THE APPROPRIATE GOVERNMENT AGENCIES BY ANY PURCHASER OR USER OF THIS PLAT AS TO INTENDED SURVEY PURPOSES. FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROFESSIONAL SURVEYORS AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 15-6-67.

*THE FOLLOWING GOVERNMENT BODIES HAVE APPROVED THIS PLAT FOR RECORDING AND SHALL BE BOUND BY THE RESPECTIVE SIGNATURES BELOW WITH THE DATE OF SIGNATURE.*

APPROVED BY DIRECTOR OF ENGINEERING, LOWNDES COUNTY, GEORGIA.

DATE: \_\_\_\_\_  
 DIRECTOR OF ENGINEERING

APPROVED BY THE CHAIRMAN, TECHNICAL REVIEW COMMITTEE

DATE SIGNED: \_\_\_\_\_  
 LANCE COLEMAN, UNIFIED LAND DEVELOPMENT CODE APPROVAL CHAIRMAN, TECHNICAL REVIEW COMMITTEE

THE APPROVAL SIGNATURES ABOVE WERE NOT IN PLACE WHEN THIS SURVEY WAS ISSUED, AND IS TO BE PROPERLY OBTAINED PRIOR TO RECORDING.

STAN FOLSOM OR RLS #2284  
 19 APRIL 2022  
 DATE



FOLSOM SURVEYING, LLC  
 ROLAND STAN FOLSOM  
 GEORGIA RLS #2284  
 CCA LSF000218  
 1309 EDGEWOOD DRIVE  
 VALDOSTA, GA. 31601  
 (229) 244 - 2920  
 foisom22@bellsouth.net

**SURVEY DATA NOTE:**  
 THE SOURCE OF THE TITLE DESCRIPTION FOR THE SUBJECT PROPERTY HEREON IS LOWNDES COUNTY DEED BOOK 410 PLAT CABINET B PAGE 512. THE SURVEYOR, FELIX A. FLANNIGAN, KATHERINE LOUISE FLANNIGAN and FELIX A. FLANNIGAN.

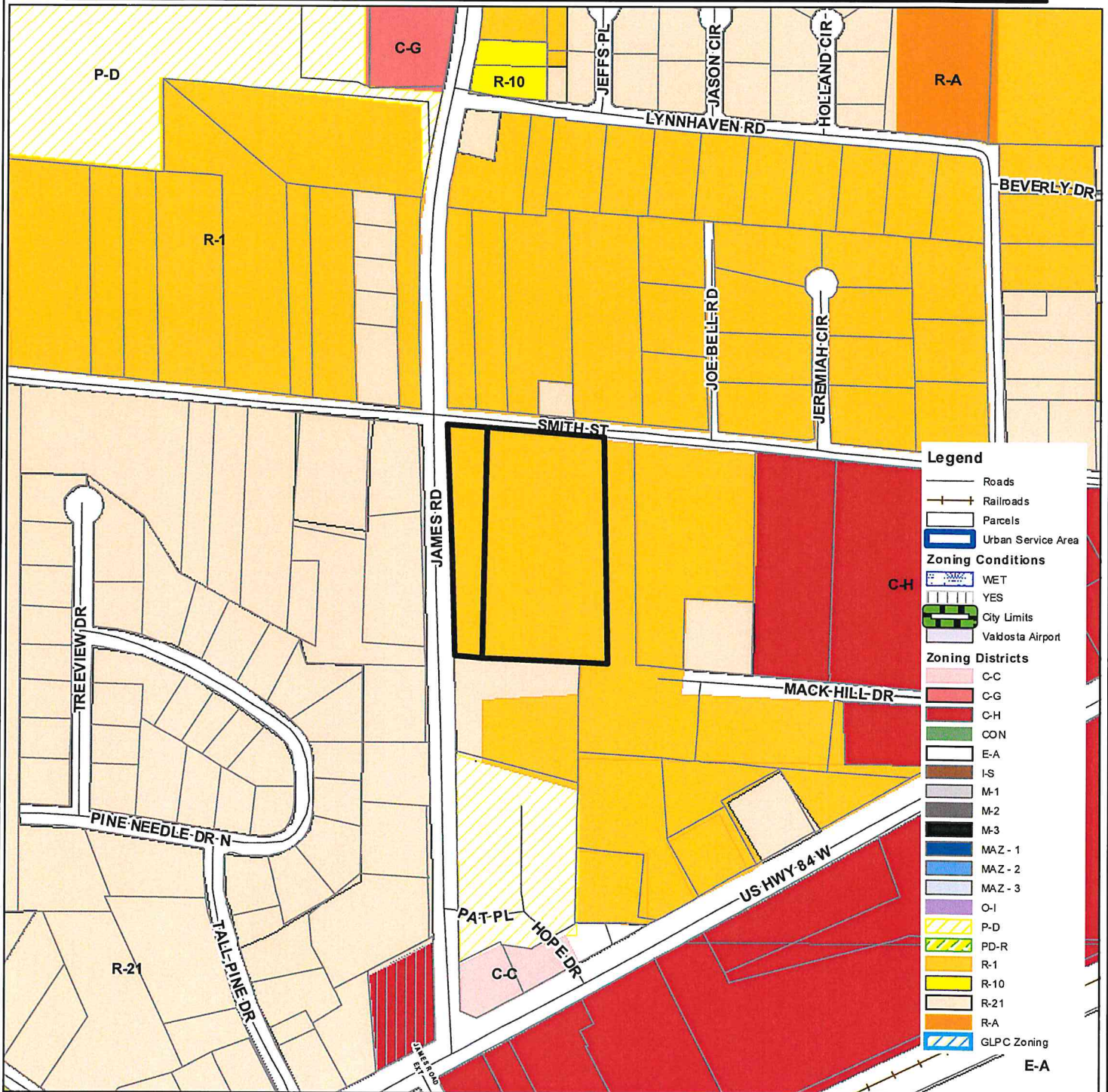


# REZ-2022-09

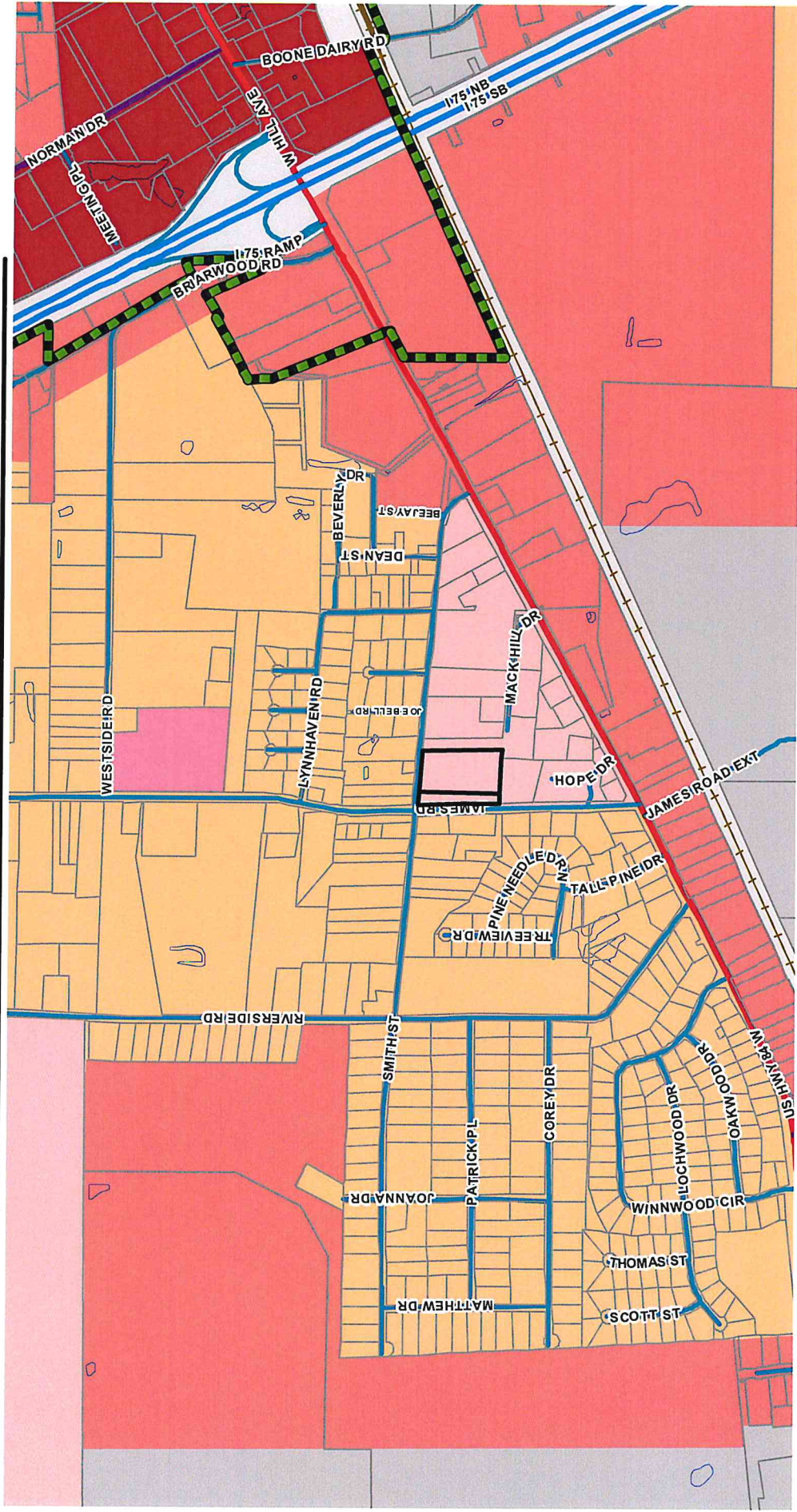
# Zoning Location Map

Flannigan  
Rezoning Request

CURRENT ZONING: R-1  
PROPOSED ZONING: C-G



## Flannigan Rezoning Request



**Roads**

**Functional Classification**

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

Railroads

**Urban Service Area**

- City Limits
- Parcels
- Open Water

0 350 700 1,400 Feet

Visit VALOR on the web at: [WWW.VALORGS.COM](http://WWW.VALORGS.COM)

- Agriculture / Forestry
- Community Activity Center
- Downtown
- Established Residential
- Industrial Activity Center
- Industrial Area
- Institutional Activity Center
- Linear Greenspace/Trails
- Mil Town
- Neighborhood Activity Center
- Neighborhood Conservation
- Public / Institutional
- Regional Activity Center
- Remerton Neighborhood Village
- Rural Activity Center
- Rural Residential
- Suburban Area
- Transitional Neighborhood
- Transportation/Communications/Utilities

# REZ-2022-09

# WRPDO Site Map

## Legend

- |                      |                    |
|----------------------|--------------------|
| — Roads              | □ Open Water       |
| + Railroads          | ▒ Valdosta Airport |
| 🌳 Park               | ▨ Wetlands         |
| 🏠 City Limits        | ▤ 100 Yr Flood     |
| 🚗 Crashzone          | — Hydrology        |
| 🚗 Crashzone West     | ⋯ Drastic          |
| 🏠 Urban Service Area | 🟡 Recharge Areas   |
|                      | 🟡 Parcels          |

## Flannigan Road Rezoning Request



**Petition**  
**Against Rezoning**  
**Rez - 2022-09**

(129)  
+1 130

From R-1 (Low Density Residential)  
 To C-G (General Commercial)  
 Located James Rd. & Smith St.

<u>Name(s)</u>	<u>Address(es)</u>
1. <u>William E. Morgan</u>	<u>2181 Smith St. Valdosta, GA</u>
2. <u>Honore Morgan</u>	<u>2181 Smith St. Valdosta Ga</u>
3. <u>Nathaniel Baker</u>	<u>7321 James Road</u>
4. <u>Erna F. Baker</u>	<u>3331 James Rd.</u>
5. <u>Jaketo Wright</u>	<u>2204 Smith St</u>
6. <u>Sam Johnson</u>	<u>2149 Smith St</u>
7. <u>Cel. A. Roberts</u>	<u>2315 Mack Hill Dr.</u>
8. <u>Helen J. Morgan</u>	<u>2315 Mack Hill Dr.</u>
9. <u>Frank Johnson</u>	<u>2149 Smith St</u>
10. <u>Jimmy Thom</u>	<u>2162 Smith St</u>
11. <u>Essie Bruce Thomas</u>	<u>2162 Smith St.</u>
12. <u>Robert Lane</u>	<u><del>217</del> 2276 James Rd.</u>
13. <u>Freeman Hunter</u>	<u>2068 Dean St</u>
14. <u>Ernest Miller</u>	<u>2224 Smith St.</u>
15. <u>Art Thomas</u>	<u>2060 Smith St.</u>
16. <u>Debra Hunter</u>	<u>2060 Smith St.</u>
17. <u>Lloyd Mallin</u>	<u>229-221-5874</u>
18. <u>Nancy Webb</u>	<u>229-400-3049 <sup>2054</sup> Beverly DE</u>
19. <u>Sandra Ann Demp</u>	<u>229-444-3073 Lynx Harrell.</u>
20. <u>Kenada Henderson</u>	<u>229-474-0691</u>
21. <u>Sophia Sharp</u>	<u>2130 Jeremiah Cir</u>

- |                                 |   |
|---------------------------------|---|
| 22. <u>Jerome C. Marine</u>     | <u>2138 Jeremiah Cir. Valdosta GA</u>     |
| 23. <u>Moses S. Davis JR</u>    | <u>2166 Toobell Rd. Valdosta GA</u>       |
| 24. <u>Jan E. R.</u>            | <u>2178 Smith St. Valdosta GA</u>         |
| 25. <u>Vera L. Davis</u>        | <u>2182 Smith St Valdosta GA</u>          |
| 26. <u>Jerry L. Wallace</u>     | <u>2132 Jeremiah Circle Ga. 31601</u>     |
| 27. <u>Henrietta Wallace</u>    | <u>2132 Jeremiah Circle</u>               |
| 28. <u>Donna Hunter</u>         | <u>2040 Lynnhaven Rd 31601</u>            |
| 29. <u>Marah Hunter</u>         | <u>2040 Lynnhaven Rd 31601</u>            |
| 30. <u>Timothy Carter</u>       | <u>2040 Beverly Dr. Valdosta GA 31601</u> |
| 31. <u>Chelsa Carter</u>        | <u>2040 Beverly Dr. Valdosta GA 31601</u> |
| 32. <u>MARCUS PAULK</u>         | <u>2034 DEAN ST/VALDOSTA GA</u>           |
| 33. <u>Esther M. Gable</u>      | <u>20411 Smith St</u>                     |
| 34. <u>Kurt M. Gable</u>        | <u>2044 Smith St</u>                      |
| 35. <u>Clemmie Jean James</u>   | <u>2259 Smith Rd.</u>                     |
| 36. <u>Robert G. James</u>      | <u>2272 Smith St</u>                      |
| 37. <u>Marian Mary</u>          | <u>2272 Smith St</u>                      |
| 38. <u>Mary S. James</u>        | <u>2344 James Rd</u>                      |
| 39. <u>Sandy James</u>          | <u>2344 James rd</u>                      |
| 40. <u>Albion Brock</u>         | <u>2020 Beverly Dr. Valdosta, Ga</u>      |
| 41. <u>Don Manning</u>          | <u>2100 Westside Rd 31601</u>             |
| 42. <u>Carl Ernest Peyton</u>   | <u>2407 Patrick Pl Valdosta Ga 31601</u>  |
| 43. <u>Charles J. J.</u>        | <u>2467 Patrick Pl</u>                    |
| 44. <u>Jennette E. J. Davis</u> | <u>2519 Matthew DR. 31601</u>             |
| 45. <u>Vera Davis</u>           | <u>2403 Place Patrick Pl</u>              |
| 46. <u>Claude Davis</u>         | <u>2403 Patrick Pl</u>                    |
| 47. <u>Opie Jean Hayes</u>      | <u>2383 Smith Street Valdosta</u>         |
| 48. <u>Stacy J. H.</u>          | <u>2252 Smith St. Valdosta GA</u>         |
| 49. <u>Kathy Patterson</u>      | <u>2244 James Road Valdosta</u>           |
| 50. <u>Charles C. C.</u>        | <u>2509 Hope Dr. Valdosta GA 31601</u>    |

# Petition

Against Rezoning

Rez - 2022-09

From R-1 (Low Density Residential)

To C-G (General Commercial)

Located James Rd. & Smith St.

Name(s)

Address(es)

1. Loren Frazier 2493 James Rd
2. Dale Williams 2505 James Rd Val Ga 316
3. Lillie Frazier 2493 James Rd Valdosta
4. Dale Hamlin 2501 James Rd
5. Marvin Battle Sr. 2501 James Rd
6. Joshua Williams 2505 James Rd Val Ga 31601
7. Roni Fleming 2493 James Rd
8. Sheila Dove 2829 Hunter McCormick Rd
9. Wesley Lyles 2828 Hunter McCormick Rd
10. Chesler Battle 2501 James Rd
11. R C Copeland Jr 2424 - James, Rd.
12. Addie G. Gay 2556 Grays Lane
13. Evlyn Wilson 2516 James Rd
14. Irene Gardner 2803 James River Road
15. SC Gardner 2803 James River Road
16. Henrietta Moody 2831 Hunter/McCormick Rd
17. Bernetta McConnehead 2831 Hunter/McCormick Rd
18. Lille Hamilton 2727 park ave Rd
19. Dayle Doro 2829 Hunter McCormick Rd
20. Clara G. Bond 2837 Hunter M.C. Rd
21. Mamie 2256 James rd, Valdosta







# Petition

Against Rezoning

Rez - 2022-09

From R-1 (Low Density Residential)

To C-G (General Commercial)

Located James Rd. & Smith St.

Name(s)

Address(es)

1. Crista M. Garcia
2. Brianne Jones
3. Jacquelyn Aldredge
4. Kenneth B. Heate
5. Kantha Heate
6. Jasana Peterson
7. Chantel J. Jones
8. Angelica Johnson
9. Michelle Williams
10. Michelle Williams
11. Amie J. Graham
12. Krista Campbell
13. [Signature]
14. Billy J. Anderson
15. [Signature]
16. \_\_\_\_\_
17. \_\_\_\_\_
18. \_\_\_\_\_
19. \_\_\_\_\_
20. \_\_\_\_\_

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# Petition

Against Rezoning

Rez - 2022-09

From R-1 (Low Density Residential)

To C-G (General Commercial)

Located James Rd. & Smith St.

Name(s)

Address(es)

- |     |                        |                          |
|-----|------------------------|--------------------------|
| 1.  | <u>Grayson BATTLES</u> | <u>2670 JAMES ROAD</u>   |
| 2.  | <u>TEA BATTLES</u>     | <u>2670 JAMES ROAD</u>   |
| 3.  | <u>Scott Salyer</u>    | <u>3729 Kingston Ct</u>  |
| 4.  | <u>AGNES SALYER</u>    | <u>3729 Kingston Ct,</u> |
| 5.  | _____                  | _____                    |
| 6.  | _____                  | _____                    |
| 7.  | _____                  | _____                    |
| 8.  | _____                  | _____                    |
| 9.  | _____                  | _____                    |
| 10. | _____                  | _____                    |
| 11. | _____                  | _____                    |
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| 13. | _____                  | _____                    |
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| 15. | _____                  | _____                    |
| 16. | _____                  | _____                    |
| 17. | _____                  | _____                    |
| 18. | _____                  | _____                    |
| 19. | _____                  | _____                    |
| 20. | _____                  | _____                    |

LOWNDES COUNTY BOARD OF COMMISSIONERS  
COMMISSION AGENDA ITEM

SUBJECT: Abandonment of a Portion of Boring Pond Lane

DATE OF MEETING: August 9, 2022

Work Session/Regular Session

BUDGET IMPACT: N/A

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: Abandonment of a Portion of Boring Pond Lane

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HISTORY, FACTS AND ISSUES: In 2019, Lowndes County completed the paving of the Boring Pond Lane project. As part of the project, the new right-of-way was designed to remove two ninety degree turns. The portions of the former road right-of-way highlighted in yellow on the drawings attached to the proposed Resolution are not a part of the new right-of-way.

On July 12, 2022, the Lowndes County Board of Commissioners determined the subject portions of Boring Pond Lane have ceased to be used by the public to the extent that no substantial public purpose is served by them.

Notice has been published and given to adjoining property owners as required by Georgia statute.

A proposed resolution abandoning the subject portions of Boring Pond Lane is attached.

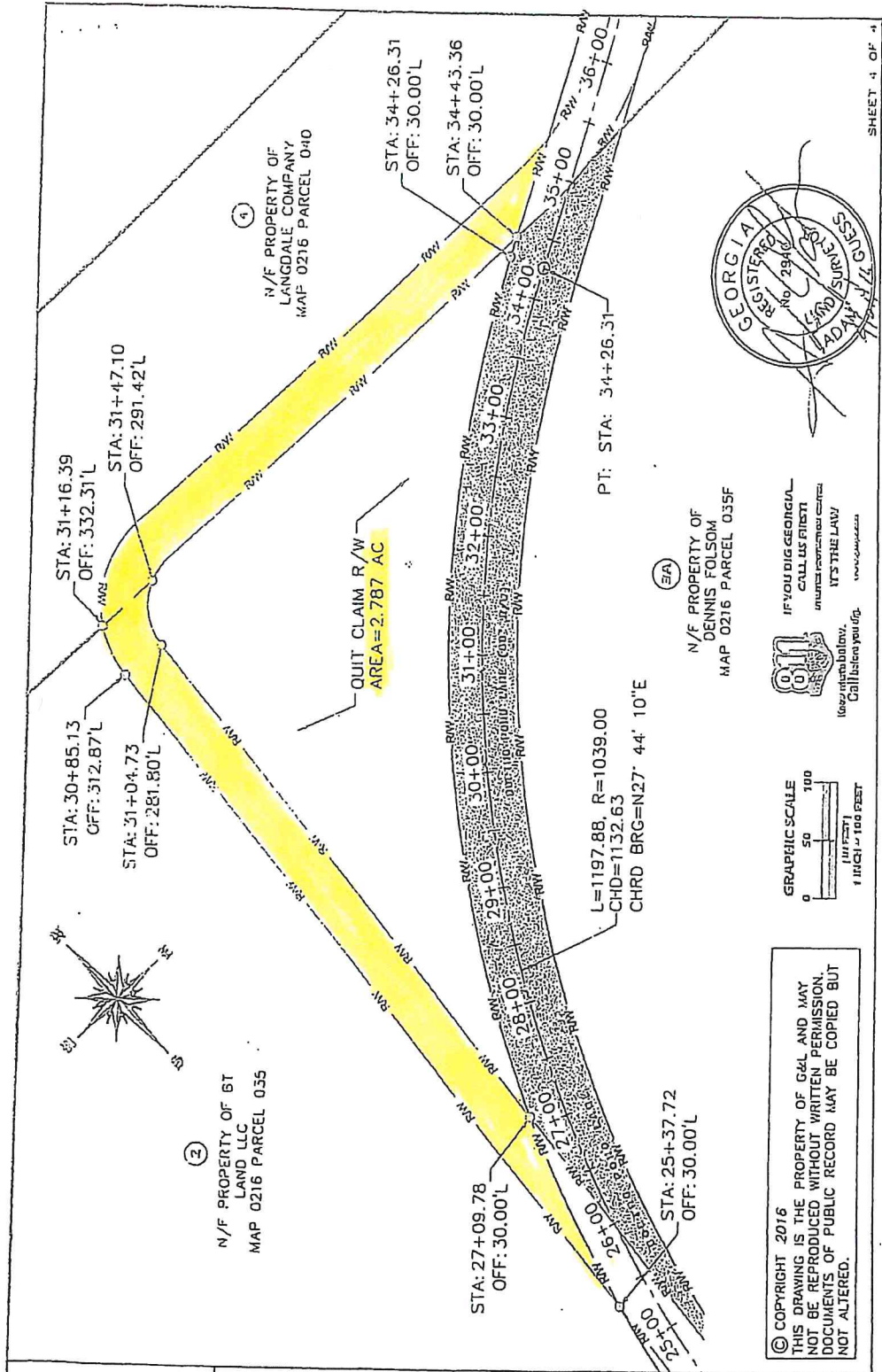
OPTIONS: 1. Adopt attached resolution abandoning portions of Boring Pond Lane.  
2. Redirect

RECOMMENDED ACTION: Adopt

DEPARTMENT: Engineering

DEPARTMENT HEAD: Chad McLeod

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:



SHEET 1 OF 4

ENGINEERING DEPARTMENT  
327 NORTH ASHLEY STREET  
VALDOSTA, GEORGIA 31601

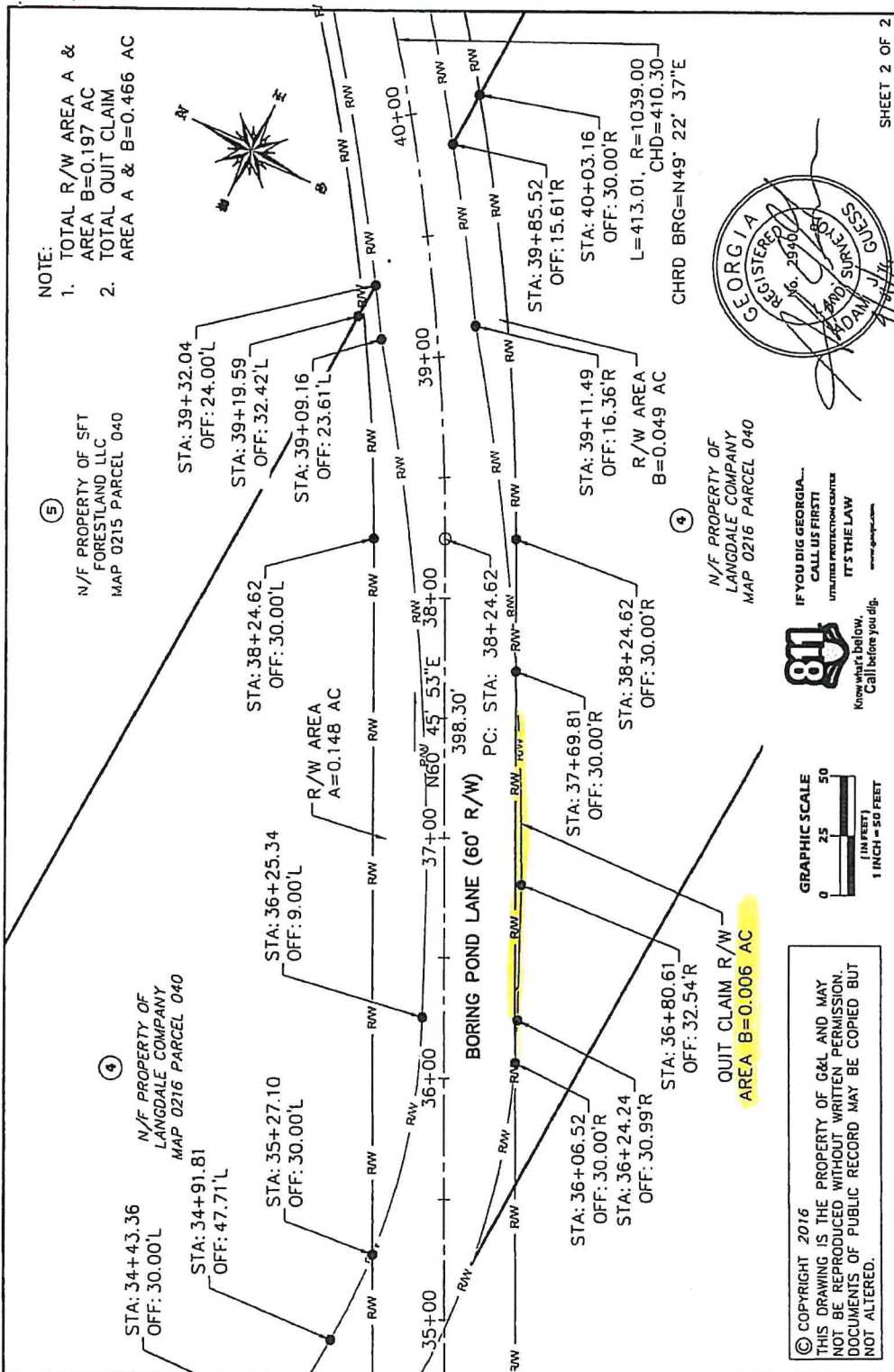
**COUNTY ROAD RIGHT-OF-WAY  
FOR BORING POND LANE**

LOCATED IN LAND LOTS 213, 214, 247 &  
248 IN LOWNDES COUNTY, GEORGIA OF THE  
11th LAND DISTRICT

**G&L**  
SURVEYING & REAPPRAISING

P.O. Box 2860 • 3990 Inner Perimeter Road • Valdosta, GA 31604  
Telephone: 229-247-1652 • Fax: 229-247-1653 • E-mail: gl@gam.com

R/W PLAT #	JA
DRAWN BY:	DEA
CHECKED BY:	AGJ
DATE OF SURVEY:	03/21/16
DATE OF PLAT:	04-01-16
JOB No.	0010-99



ENGINEERING DEPARTMENT  
 327 NORTH ASHLEY STREET  
 VALDOSTA, GEORGIA 31601

**G&L**  
 SURVEYING • MAPPING

P.O. Box 2860 • 3998 Inner Perimeter Road • Valdosta, GA 31604  
 Telephone: 229-247-1552 • Fax: 229-247-1553 • E-mail: gl@gl-sm.com

## COUNTY ROAD RIGHT-OF-WAY FOR BORING POND LANE

LOCATED IN LAND LOTS 213, 214, 247 &  
 248 IN LOWNDES COUNTY, GEORGIA OF THE  
 11th LAND DISTRICT

R/W PLAT #	4
DRAWN BY:	DEA
CHECKED BY:	AJG
DATE OF SURVEY:	03/21/16
DATE OF PLAT:	04-01-16
JOB No.	0010-99

RESOLUTION

WHEREAS, Lowndes County redesigned a portion of Boring Pond Lane, as more fully described on the attached plats; and

WHEREAS, pursuant to OCGA § 32-7-2(b)(1), the Board of Commissioners has determined the sections of the county road system highlighted in yellow on the attached plats have ceased to be used by the public to the extent that no substantial public purpose is served by them; and

WHEREAS, as required by OCGA § 32-7-2(b)(1), Lowndes County has given notice to property owners located thereon; and

WHEREAS, as also required by OCGA § 32-7-2(b)(1), Lowndes County published notice of such determination in the newspaper in which sheriff's advertisements for the county are published once a week for a period of two weeks; and

WHEREAS, Lowndes County has also published notice that the Board of Commissioners will hold a public hearing at 5:30 PM on August 9, 2022, at the Lowndes County Administration Building for the purpose of determining whether to declare the subject portions of the subject road abandoned; and

WHEREAS, as required by OCGA § 32-7-2(b)(1), the Board of Commissioners has held a public hearing on the issue;

NOW THEREFORE, BE IT RESOLVED AND IT IS HEREBY RESOLVED that the sections of right of way of Boring Pond Lane highlighted in yellow on the attached plats be and are hereby declared abandoned, such that such sections of right of way shall no longer be part of the County road system and the rights of the public in and to such sections of road as a public road shall cease.

SO RESOLVED this 9th day of August 2022.

BOARD OF COMMISSIONERS  
OF LOWNDES COUNTY

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

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

LOWNDES COUNTY BOARD OF COMMISSIONERS  
COMMISSION AGENDA ITEM

SUBJECT: State Route 122 (Highway 122) @ State Route 125 (Bemiss Road  
- Walkers Crossing) Roundabout Maintenance Agreement with the  
Georgia Department of Transportation

DATE OF MEETING: August 9, 2022

Work Session/Regular Session

BUDGET IMPACT: N/A

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: State Route 122 @ State Route 125 Roundabout Maintenance Agreement

HISTORY, FACTS AND ISSUES: The Georgia Department of Transportation (GDOT) is working on the Roundabout project at Bemiss Road and Hwy 122 (Walker's Crossing). Staff has met with GDOT on occasion and GDOT presented staff with a Maintenance Agreement, for portions that are only in Lowndes County, once the project is complete. The agreement includes mowing and landscaping. If approved, the agreement will be signed electronically by the Chairman. Berrien County and Lanier County will have approved agreements for the portions that exist in their respective counties.

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

RECOMMENDED ACTION: Approve

DEPARTMENT: Engineering

DEPARTMENT HEAD: Chad McLeod

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

Rev: April 2022

**RIGHT OF WAY MAINTENANCE AGREEMENT (LOCAL GOVERNMENT ONLY)**

**By and Between**

**THE**

**GEORGIA DEPARTMENT OF TRANSPORTATION**

**AND**

**Lowndes County Board of Commissioners**

**PROJECT ID # 0016109**

**PERMIT ID # 0016109**

**STATE ROUTE: 122 and 125, MP to MP**

**THIS AGREEMENT** made and entered into this \_\_\_\_\_ (“Effective Date”) by and between the **DEPARTMENT** of Transportation, an agency of the State of Georgia, hereinafter referred to as “**DEPARTMENT**”, and **Lowndes County Board of Commissioners** hereinafter referred to as “**LOCAL GOVERNMENT**” (the **DEPARTMENT** and **LOCAL GOVERNMENT** are sometimes referred to herein individually as a “Party” and collectively as the “Parties”).

**WHEREAS**, the **DEPARTMENT** desires to enter into a partnership to perform certain services relating to maintenance within **DEPARTMENT’S** right of way, hereinafter called the “**PROJECT**”, and

**WHEREAS**, the **PROJECT** is associated with a permit approved and issued by the **DEPARTMENT**, permit identification number (PERMIT ID #), **#0016109**, which is referenced above and in **Exhibit A, MAINTENANCE AGREEMENT (MA) WORK PLAN**, and is hereby incorporated into this Agreement as if fully restated herein; and

**WHEREAS**, the **LOCAL GOVERNMENT** has represented to the **DEPARTMENT** that it shall bear all costs and liability associated with the **PROJECT**; and

**WHEREAS**, the **LOCAL GOVERNMENT** has represented to the **DEPARTMENT** that it is qualified and experienced to provide such services and the **DEPARTMENT** has relied upon such representation.



**NOW, THEREFORE**, for and in consideration of the mutual promises and covenants as herein contained, it is agreed by and between the Parties hereto that:

**ARTICLE I**  
**SCOPE OF PROJECT**

The **DEPARTMENT** authorizes the **LOCAL GOVERNMENT** to perform or cause to be performed, the **PROJECT** consisting of certain services related to maintaining an identified section(s) of the **DEPARTMENT'S** rights of way. This Agreement does not provide the **LOCAL GOVERNMENT**, by implication or otherwise, any right, title or interest in or to the **DEPARTMENT'S** right-of-way in general nor to the **PROJECT** area specifically, except the right to conduct the **PROJECT** work set forth in the **MAINTENANCE AGREEMENT (MA) WORK PLAN** (Exhibit A) in accordance with the terms and conditions of this Agreement.

The maintenance duties and responsibilities of the **LOCAL GOVERNMENT** are defined set forth in Exhibit A, **MA WORK PLAN**, which is attached hereto and incorporated by reference as if fully set out herein. The **DEPARTMENT** grants to the **LOCAL GOVERNMENT** the right to maintain that specific section(s) of **DEPARTMENT** right-of-way located in **LOWNDES COUNTY** County, as more particularly described in Exhibit A.

The **LOCAL GOVERNMENT** shall abide by the Federal Manual of Uniform Traffic Control Devices (MUTCD) standards, current edition, for temporary traffic control and the standards for all **PROJECT** activities. Equipment or materials utilized for the **PROJECT** must be moved on or across a traveled right of way in a manner as not to unduly interfere with traffic.

Should the **LOCAL GOVERNMENT** desire that these maintenance services be performed by a third party, the **LOCAL GOVERNMENT** and the third party shall enter into an agreement, whereby the **LOCAL GOVERNMENT** shall assume all responsibility for repayment to the third party for those services rendered as set forth in Exhibit A. The Agreement between the **LOCAL GOVERNMENT** and any third parties to this Agreement, shall meet all operational and administrative requirements, including the provisions of liability insurance, as set forth by the **DEPARTMENT**. All liability associated with the **PROJECT** shall be borne by the **LOCAL GOVERNMENT** and any third parties, as set forth in Article VIII, herein.

In the event the **LOCAL GOVERNMENT** desires to perform any major maintenance activities, including significant landscaping, installation or significant repair of fencing/site furnishings/murals/signs/walls/lighting, or any other activities that may interfere with traffic or pedestrian flow within the right of way **PROJECT** limits, the **LOCAL GOVERNMENT** understands and agrees that it shall apply for and obtain a permit in accordance with the current edition of the **DEPARTMENT'S**

Driveway & Encroachment Control Manual prior to performance, and execute a separate agreement with the **DEPARTMENT** associated specifically with such permit.

**ARTICLE II**  
**EXECUTION OF AGREEMENT AND AUTHORIZATION**  
**TIME OF PERFORMANCE**

The **LOCAL GOVERNMENT** shall begin work on the **PROJECT** under this Agreement immediately after receiving a signed and executed copy of the Agreement, unless noted otherwise in Exhibit A or upon completion of the construction project associated with PERMIT ID #**[0016109]**.

The duration of this Agreement shall be for fifty years from the Effective Date unless terminated sooner by the **DEPARTMENT** or **LOCAL GOVERNMENT**.

**ARTICLE III**  
**SUBSTANTIAL CHANGES**

If, prior to the satisfactory completion of the services under this Agreement, any Party materially alters the scope, character or complexity of the services from those required under the Agreement, a Supplemental Agreement shall be executed between the Parties. It is understood, however, that **LOCAL GOVERNMENT** shall not engage in any activities or conduct any work which would be considered to be outside the **PROJECT** scope of the permission granted to **LOCAL GOVERNMENT** by the **DEPARTMENT**. Minor changes in the work which do not involve increased compensation, extensions of time, or changes in the goals and objectives of the work may be made by written notification of such change by any Party with written approval by the other Parties.

**ARTICLE IV**  
**ASSIGNMENT**

It is understood by the **LOCAL GOVERNMENT** that the work is considered personal and, except as provided for in Article I, **LOCAL GOVERNMENT** agrees not to assign, sublet or transfer any or all of their interest in this Agreement without prior written approval of the **DEPARTMENT**.

**ARTICLE V**  
**CONTRACT DISPUTES**

This Agreement shall be deemed to have been executed in **[LOWNDES COUNTY]** County, Georgia, without reference to its choice of law doctrine, and all questions of interpretation and construction shall be governed by the laws of the State of Georgia. Any litigation arising out of this Agreement shall be commenced within the State of Georgia. The foregoing provisions shall not be construed as waiving any

immunity to suit or liability, including without limitation, sovereign immunity which may be available to the Department.

**ARTICLE VI  
INSURANCE**

1. It is understood that the **LOCAL GOVERNMENT** (indicate by checking which is applicable):  
  
 is self-insured and all claims against **LOCAL GOVERNMENT** will be handled through **INSERT NAME OF GROUP/ENTITY THROUGH WHICH LG IS SELF-INSURED**.  
OR  
 shall, prior to beginning work, obtain coverage from a private insurance company or cause its consultant/contractor to obtain coverage in the minimum insurance amounts indicated below in this ARTICLE VI.
  
2. Minimum Amounts. The following minimum amounts of insurance coverage from insurers rated at least A- by A.M. Best's and registered to do business in the State of Georgia:
  - (a) Workmen's Compensation Insurance in accordance with the laws of the State of Georgia.
  - (b) Commercial General Liability Insurance of at least \$1,000,000 per occurrence \$3,000,000 aggregate, including Automobile Comprehensive Liability Coverage with bodily injury in the minimum amount of \$1,000,000 combined single limits each occurrence. The **DEPARTMENT** shall be named as an additional insured and a copy of the policy endorsement shall be provided with the insurance certificate.
  - (c) The above-listed insurance coverages shall be maintained in full force and effect for the entire term of the Agreement. Failure by the **LOCAL GOVERNMENT** to procure and maintain the insurance as set forth above shall be considered a default and cause for termination of this Agreement and, if applicable, forfeiture of the Performance and Payment Bonds.
  - (d) Excess liability coverage. To achieve the appropriate coverage levels set forth in this Article, a combination of a specific policy written with an umbrella policy covering liabilities above stated limits is acceptable.
  
3. The **LOCAL GOVERNMENT** shall furnish upon request to the **DEPARTMENT**, certificates of insurance evidencing such coverage. The insurance certificate must provide the following:
  - i. Name, address, signature and telephone number of authorized agents.
  - ii. Name and address of insured.

- iii. Name of Insurance Company.
- iv. Description of coverage in standard terminology.
- v. Policy number, policy period and limits of liability.
- vi. Name and address of DEPARTMENT as certificate holder.
- vii. Thirty (30) day notice of cancellation.
- viii. Details of any special policy exclusions.

- 4. The **LOCAL GOVERNMENT** shall, at least fifteen (15) days prior to the expiration date or dates of expiring policies, deposit certified copies of renewal, or new policies, or other acceptable evidence of insurance with the **DEPARTMENT**.
- 5. Waiver of Subrogation. There is no waiver of subrogation rights by either Party with respect to insurance.

## **ARTICLE VII**

### **COMPENSATION**

It is agreed that the **LOCAL GOVERNMENT** shall conduct all work at no cost to the **DEPARTMENT**, and without compensation from the **DEPARTMENT**. It is further agreed that any and all issues relating to compensation and payment shall be resolved by and between the **LOCAL GOVERNMENT** and any successors, subcontractors, or assigns thereto.

The **DEPARTMENT** and the **LOCAL GOVERNMENT** further agree that, should the **DEPARTMENT** be required to conduct any inspections and/or supervision of the **PROJECT** beyond that which would normally occur in the ordinary course of the **DEPARTMENT'S** maintenance activities, the **LOCAL GOVERNMENT** shall reimburse the **DEPARTMENT** for such inspection and supervision. The rate of reimbursement for the **DEPARTMENT'S** inspection and supervision shall in no case exceed a rate determined to be reasonable by the Parties.

Should the **LOCAL GOVERNMENT** and the **DEPARTMENT** desire to change this agreement at a later date to provide for compensation to **LOCAL GOVERNMENT**, or any successors or assigns thereto, such change shall only be permitted by a supplemental agreement as set forth in Article III herein. Any supplemental agreements involving compensation shall be subject to the **DEPARTMENT** review and approval.

## **ARTICLE VIII**

### **RESPONSIBILITY FOR CLAIMS AND LIABILITY**

#### **LOCAL GOVERNMENT NOT AGENT OF DEPARTMENT**

To the extent allowed by law, the **LOCAL GOVERNMENT** and all successors and assigns thereto, shall save harmless the **DEPARTMENT**, its officers, agents, and employees from all suits, claims, actions

or damages of any nature whatsoever resulting from the performance of **PROJECT** work under this Agreement, or due to any breach of this Agreement by the **LOCAL GOVERNMENT**, except to the extent of harm caused by the **DEPARTMENT** or its agents. These indemnities shall not be limited by reason of the listing of any insurance coverage.

The **LOCAL GOVERNMENT** further agrees that it shall be fully responsible for injury or damage to landscaping, landscape related items, and any other non-standard and decorative elements previously installed by or for the **LOCAL GOVERNMENT** within the right of way, and for any damage to the **DEPARTMENT'S** signs, structures, or roadway fixtures, if the **LOCAL GOVERNMENT** caused the damage.

It is further understood and agreed that the **LOCAL GOVERNMENT**, or any successor or assigns thereto, in the conduct of any work involved in the **PROJECT**, shall not be considered the agent of the **DEPARTMENT** or of the State of Georgia.

## ARTICLE IX

### TERMINATION OF CONTRACT

The **DEPARTMENT** may terminate this Agreement for just cause or convenience at any time by giving the **LOCAL GOVERNMENT** at least thirty (30) days written notice of such termination, unless there is imminent or serious danger to the public health, safety, or welfare or to property, in which case termination shall be immediate. Upon receipt of such notice of termination, the **LOCAL GOVERNMENT** shall discontinue and cause all **PROJECT** work under this Agreement to terminate upon the date specified in the said notice. In the event of such termination, the **DEPARTMENT** shall be paid for any amounts as may be due it as specified in Article VII up to and including the specified date of termination.

The **LOCAL GOVERNMENT** shall have the right to terminate this Agreement at any time by giving the **DEPARTMENT** at least thirty (30) days advance written notice, provided that the **DEPARTMENT** is reimbursed in full for all services rendered pursuant to Article VII. Termination initiated by the **LOCAL GOVERNMENT** shall be contingent upon the following, if applicable:

- (a) The **LOCAL GOVERNMENT**, at the discretion of the **DEPARTMENT**, removing the planted landscaping, landscape related items, and any other non-standard and decorative elements that were installed by or for the **LOCAL GOVERNMENT** at no cost to the **DEPARTMENT**.
- (b) The **LOCAL GOVERNMENT** restoring the removed landscape areas to their original condition or a condition that meets federal standards and is acceptable to the **DEPARTMENT**.
- (c) The **LOCAL GOVERNMENT** restoring the removed non-standard and decorative elements with standard **DEPARTMENT** elements that meet federal and state requirements.
- (d) The **LOCAL GOVERNMENT** reimbursing the **DEPARTMENT** in full any state and/or federal funds used to purchase and install the landscaping, landscape related items, and other

non-standard and decorative elements that are no longer to be maintained by the **LOCAL GOVERNMENT**.

The **DEPARTMENT** and the **LOCAL GOVERNMENT** agree that should the **LOCAL GOVERNMENT** fail to perform the maintenance activities as set forth in Exhibit A, the **DEPARTMENT** may require the **LOCAL GOVERNMENT** to remove, restore, and reimburse according to items “A”, “B”, “C”, and “D” above, as applicable, and then terminate the Agreement.

**ARTICLE X**  
**COMPLIANCE WITH APPLICABLE LAW**

The undersigned certify that:

1. This Agreement is subject to applicable state and federal laws, standards, and rules and regulations.
2. The provisions of Sections 45-10-20 through 45-10-28 of the Official Code of Georgia Annotated relating to Conflict of Interest and State Employees and Officials Trading with the State have been complied with in full.
3. The provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the “Drug-Free Workplace Act” have been complied with in full.

**ARTICLE XI**  
**MISCELLANEOUS**

1. **NON-WAIVER.** No failure of either Party to exercise any right or power given to such Party under this Agreement, or to insist upon strict compliance by the other Party with the provisions of this Agreement, and no custom or practice of either Party at variance with the terms and conditions of this Agreement, will constitute a waiver of either Party's right to demand exact and strict compliance by the other Party with the terms and conditions of this Agreement.
2. **NO THIRD-PARTY BENEFICIARIES.** Nothing contained herein shall be construed as conferring upon or giving to any person, other than the Parties hereto, any rights or benefits under or by reason of this Agreement.
3. **SOVEREIGN IMMUNITY.** Notwithstanding any other provision of this Agreement to the contrary, no term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions under the Georgia Constitution.
4. **CONTINUITY.** Each of the provisions of this Agreement will be binding upon and inure to the benefit and detriment of the Parties and the successors and assigns of the Parties.
5. **WHEREAS CLAUSE AND EXHIBITS.** The Whereas Clauses and Exhibits hereto are a part of

this Agreement and are incorporated herein by reference.

6. **SEVERABILITY.** If any one or more of the provisions contained herein are for any reason held by any court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provision hereof, and this Agreement will be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
7. **CAPTIONS.** The brief headings or titles preceding each provision hereof are for purposes of identification and convenience only and should be completely disregarded in construing this Agreement.
8. **INTERPRETATION.** Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one Party by reason of the rule of construction that a document is to be construed more strictly against the Party who itself or through its agent prepared the same, it being agreed that the agents of all Parties have participated in the preparation hereof.
9. Pursuant to O.C.G.A. Sec. 50-5-85, **LOCAL GOVERNMENT** hereby certifies that it is not currently engaged in, and agrees that for the duration of this contract, it will not engage in a boycott of Israel.
10. **ENTIRE AGREEMENT.** This Agreement supersedes all prior negotiations, discussion, statements and agreements between the Parties and constitutes the full, complete and entire agreement between the Parties with respect hereto; no member, officer, employee or agent of either Party has authority to make, or has made, any statement, agreement, representation or contemporaneous agreement, oral or written, in connection herewith, amending, supplementing, modifying, adding to, deleting from, or changing the terms and conditions of this Agreement. No modification of or amendment to this Agreement will be binding on either Party hereto unless such modification or amendment will be properly authorized, in writing, properly signed by both Parties and incorporated in and by reference made a part hereof.

**THE REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.  
SIGNATURES ON THE FOLLOWING PAGE.**





The covenants herein contained shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the Parties hereto.

IN WITNESS WHEREOF, said Parties have hereunto set their hand and affixed their seals the day and year above first written.

**GEORGIA DEPARTMENT OF TRANSPORTATION**

\_\_\_\_\_(Seal)  
Commissioner or designee

ATTEST:

\_\_\_\_\_  
\_\_\_\_\_  
Treasurer

**LOCAL GOVERNMENT: LOWNDES COUNTY BOARD OF COMMISSIONERS**

\_\_\_\_\_(Seal)  
Name and Title: \_\_\_\_\_

**EXHIBIT A**  
**MAINTENANCE WORK PLAN**

[THE WORK PLAN MUST INCLUDE THE SPECIFIC MAINTENANCE ACTIVITIES TO BE PERFORMED, PROJECT LOCATION DESCRIPTION (E.G., STATE ROUTE(S), MILEPOSTS, ETC.), ALL APPLICABLE STANDARDS THE MAINTENANCE ACTIVITIES MUST MEET, MAPS, PLANS, ETC.]

[LIMIT IS APPROXIMATELY 4,000 CHARACTERS]

## **Standard Maintenance Work Scope**

*For all maintenance activities, at a minimum, abide by the Federal Manual of Uniform Traffic Control Devices (MUTCD) standards, current edition, for temporary traffic control. Move equipment or materials on or across a traveled way in a manner as not to unduly interfere with traffic.*

### Watering

- Provide adequate water to maintain healthy plant material
- Water in a manner that it does not endanger pedestrian or vehicular traffic
- Water according to the state or local government restrictions

### Pruning

- Remove dead or diseased planted vegetation
- Prune trees, shrubs and ground covers to maintain the health of the plants and to maintain in the intended design character of the plant (no stump pruning or lollipop/ball shapes)
- Prune trees, shrubs, and ground covers as needed to remove damage by storm or accident events and to prevent safety hazards
- Prune to maintain open sight distances, clear zone areas and traffic sign visibility. Provide clearance for pedestrian and vehicular traffic mobility
- Prune according to American National Standards Institute, latest edition, A300 Part 1 pruning Standards

### Weeding

- Maintain right of way free of weeds, exotic and invasive pest plants, undesired vegetation and other noxious weeds
- All Pesticide/Herbicide use shall be under the direct supervision of someone with the

appropriate Commercial Category 27 (right of way use) license

- When pesticides/herbicides are being applied the person applying shall have in their possession all labeling associated with the pesticide/herbicide and their license/certification
- Post warning signs for pesticide/herbicide use as required by state code

#### Mowing and trimming of grass

- Maintain a neat appearance and clear sight lines for pedestrian and vehicular traffic

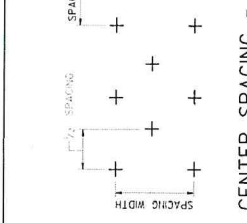
#### Litter

- Completely remove all litter and debris and other objectionable material on site
- Do not deposit or blow litter, debris and vegetation into gutters or drainage structures
- Make disposal in accordance with local and state laws
- Remove all graffiti within project limits

#### Installed Sidewalks/Multi-Use Trails

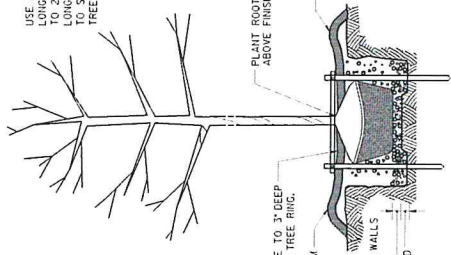
- Maintain and repair sidewalks and brick pavers according to the Americans with Disabilities Act (ADA)
- GDOT will not be responsible for damages to sidewalks/multi-use trails, amenities, etc. caused by maintenance activities on state right of way

*NOTE: All major maintenance repair activities and activities that may interfere with traffic or pedestrian flow within the right of way project limits, such as travel lane/walkway closures, require the LICENSEE notify the Department at least 48 hours prior to the activity to coordinate and gain Department approval.*



**ON CENTER SPACING - STAGGERED ROW**  
NO SCALE

USE DRYWALL SCREWS TO ATTACH 4-FOOT LONG VERTICAL 2" X 2" HARDWOOD STAKES TO 2" X 2" CROSSBARS AT LEAST 6 INCHES LONGER THAN THE TREE ROOT BALL DIAMETER TO STABILIZE THE ROOT BALL AND PREVENT THE TREE FROM LEANING.



**TREE PLANTING DETAIL - ELEVATION**  
NO SCALE

INCORPORATE A 2 INCH DEEP LAYER OF MULCH INTO THE UPPER 6" OF THE PLANT PIT.

**VINE AND SHRUB PLANTING DETAIL**  
NO SCALE

USE YONKUBI MASH 3 GALLON STAGGERED SPACING 3-FOOT ON CENTER QUANTITY MAY VARY WITH THE SIZE OF THE ROUNDABOUT LANDSCAPE ISLAND

MULCH ENTIRE INNER CENTRAL ISLAND BED WITH PINE STRAW MULCH

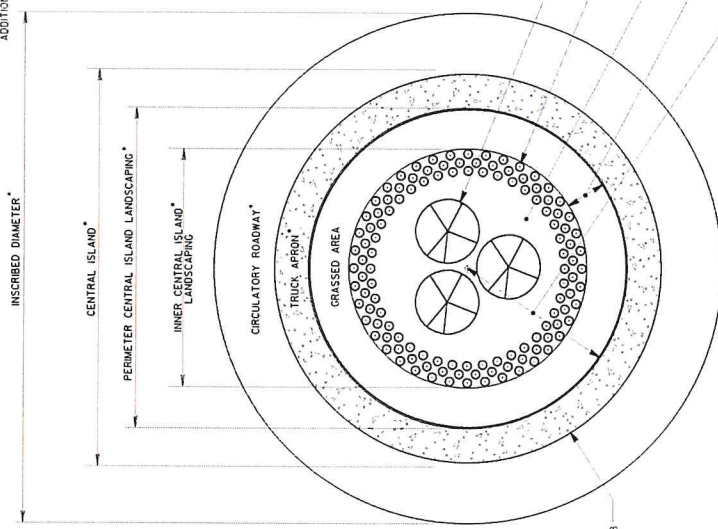
3 CRATAEGUS VIRIDIS 'WINTER KING'

CYDONIA DACTYLON 'TIFWAY 419' 500

CROWN THE LANDSCAPED PART OF THE CENTRAL ISLAND AND GRADES WITH A MINIMUM 3% SLOPE USING THE SPECIAL PROVISIONS SECTION 700-GRASSING AND SECTION 702-VINE, SHRUB AND TREE PLANTING.

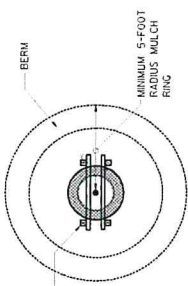
GENERAL NOTES:  
1. SPECIFICATIONS GEORGIA STANDARD CURRENT EDITION AND SUPPLEMENTS THERE TO.  
2. SEE SPECIAL PROVISIONS 700 AND 702 FOR PLANTING REQUIREMENTS.  
3. SEE PLAN SHEETS FOR THE WIDTH OF THE PERIMETER CENTRAL ISLAND LANDSCAPING.  
4. THE DESIGNER MAY SPECIFY ALTERNATE PLANT MATERIALS WITH PRIOR REVIEW AND APPROVAL BY THE OFFICE OF MAINTENANCE. IF ALTERNATE MATERIALS ARE SPECIFIED, THEY WILL BE DESCRIBED ELSEWHERE IN THE PLANS.  
5. THIS DETAIL CAN BE INCORPORATED INTO PROJECT PLANS AFTER THE DEPARTMENT HAS ENTERED A SEPARATE RIGHT-OF-WAY MOVING AND MAINTENANCE AGREEMENT.

\* SEE PLANS FOR DIMENSIONS AND ADDITIONAL DETAILS WHERE APPLICABLE.



**PLANTING LAYOUT**  
NO SCALE

ADJUST ANY WATER RESERVOIR BAG 50 EMITTERS DO NOT REST ON STAKES OR CROSSBARS



**TREE PLANTING DETAIL - PLAN**  
NO SCALE

PAV. ITEM NUMBER	UNIT	PAV. ITEM DESCRIPTION	BOTANICAL NAME	COMMON NAME	SIZE	SPACING
150-1000	LS	TRAFFIC CONTROL	CYDONIA DACTYLON 'TIFWAY 419' 500	HYBRID BERMUDA GRASS	3 INCH CALIPER	SPACING AS SHOWN
700-9100	5Y	CRATAEGUS VIRIDIS	CRATAEGUS VIRIDIS 'WINTER KING'	WINTER KING HAWTHORN	3 INCH CALIPER	SPACING AS SHOWN
702-0470	EA	SPRING APPLICATION FERTILIZER	SPRING FERTILIZER	FERTILIZER	3 GAL	SPACING AS SHOWN
702-9005	LB	LANDSCAPE MULCH	LANDSCAPE MULCH	PINE STRAW MULCH	3 GAL	SPACING AS SHOWN
702-9025	5Y					

DEPARTMENT OF TRANSPORTATION STATE OF GEORGIA	
DATE	REVISION
CONSTRUCTION DETAIL	
ROUNDABOUT LANDSCAPING DETAILS	
NO SCALE	SEPTEMBER 2011
BY	NUMBER
	RA-1



LOWNDES COUNTY BOARD OF COMMISSIONERS  
COMMISSION AGENDA ITEM

SUBJECT: Vertiv Service Contract for the Liebert UPS at the 911 Center & the Four (4) Tower Sites

DATE OF MEETING: August 9, 2022

Work  
Session/Regular  
Session

BUDGET IMPACT:

\$13,400.00 - 911 Center

\$14,000.00 - 4 Tower Sites

\$27,400.00 - 911 Center & 4 Tower Sites (Total Budget Impact)

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: Vertiv Service Contract for the Liebert UPS at the 911 Center & the Four (4) Tower Sites.

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HISTORY, FACTS AND ISSUES: The annual renewal of the Uninterruptible Power Supply (UPS) service contract is due. The agreement includes a guaranteed four-hour response 24/7, emergency service labor and travel coverage, preventative maintenance visits, and battery replacement for the 911 Center and the four (4) tower sites. The four (4) tower sites are in Hahira, Valdosta, Naylor, and Clyattville and the service contract for each site will cost \$3,500.00. The service contract for the 911 Center will cost \$13,400.00.

OPTIONS: 1. Approve contract renewals.  
2. Board's Pleasure

RECOMMENDED ACTION: Approve

DEPARTMENT: E911

DEPARTMENT HEAD: Danny Weeks

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

# Conditioned Air & Power



Standard Maintenance Contracts:  
Site#: 1131402, LOWNDES COUNTY 911

Tag #	Location	Description	Model #	Annual PM Qty.	Coverage Type (Coverage Dates)	Coverage Amount
1423825	911 CENTER	SEALED BATTERY	38BP030RHR1BNR	2	Essential 8x5 (07/01/2022) - (06/30/2023)	\$1,800.00
1423824	911 CENTER	SEALED BATTERY	38BP030RHR1BNR	2	Essential 8x5 (07/01/2022) - (06/30/2023)	\$1,800.00
1423827	911 CENTER	NX 20-30 INTBAT	38SB030C0CHR	2	ESSENTIAL (07/01/2022) - (06/30/2023)	\$4,900.00
1423826	911 CENTER	NX 20-30 INTBAT	38SB030C0CHR	2	ESSENTIAL (07/01/2022) - (06/30/2023)	\$4,900.00

**Total price not including tax: \$13,400.00**

*any tax required must be included in customer purchase order*

**Payment Terms: Net 30 Days**



# Conditioned Air & Power



## Liebert UPS / Power / Battery Services:

- We are the Original Equipment Manufacturer and the experts on Liebert equipment with access to updates and changes, knowledge of engineering specifications, current issues and how to fix them correctly.
- Our factory trained service force is twice the size of the next largest competitor with over 650 customer engineers and field technicians in the United States alone; everywhere in the US the most knowledgeable engineers and technicians available, will cover you.
- With the most advanced tooling and instrumentation available, each CE has over \$10,000 in gear with him at all times, so any issue can be resolved in the least amount of time possible.
- To make sure we get the right part to the right place at the right time, we have the industry's most sophisticated parts logistics system. No matter where you are in the US we also have a parts warehouse close to serve you.
- We maintain and follow all safety and compliance regulations necessary to keep CE's from harm and protect you, our customers from liability. We care about your safety.

## Standard Maintenance Contracts:

Site#: 1131402, STEWART

Tag #	Description	Model #	Annual PM Qty.	Coverage Type (Coverage Dates)	Coverage Amount
1276855	NFINITY 4-16	NB16S0712600	1	ESSENTIAL (07/01/2022) - (06/30/2023)	\$1,900.00
1276856	NFINITY 4-16	N900E1100000	1	ESSENTIAL (07/01/2022) - (06/30/2023)	\$1,600.00

**Total price not including tax: \$3,500.00**

*any tax required must be included in customer purchase order*

**Payment Terms: Net 30 Days**

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## Standard Maintenance Contracts:

Site#: 1131402, HAHIRA

Tag #	Description	Model #	Annual PM Qty.	Coverage Type (Coverage Dates)	Coverage Amount
1281571	NFINITY 4-16	NB16S0712600	1	ESSENTIAL (07/01/2022) - (06/30/2023)	\$1,900.00
1281572	NFINITY 4-16	N900E1100000	1	ESSENTIAL (07/01/2022) - (06/30/2023)	\$1,600.00

**Total price not including tax: \$3,500.00**

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**Payment Terms: Net 30 Days**

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## Standard Maintenance Contracts:

Site#: 1131402, CLYATTVILLE

Tag #	Description	Model #	Annual PM Qty.	Coverage Type (Coverage Dates)	Coverage Amount
1279749	NFINITY 4-16	NB16S0712600	1	ESSENTIAL (07/01/2022) - (06/30/2023)	\$1,900.00
1279750	NFINITY 4-16	N900E1100000	1	ESSENTIAL (07/01/2022) - (06/30/2023)	\$1,600.00

**Total price not including tax: \$3,500.00**

*any tax required must be included in customer purchase order*

**Payment Terms: Net 30 Days**

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## Standard Maintenance Contracts:

Site#: 1131402, NAYLOR

Tag #	Description	Model #	Annual PM Qty.	Coverage Type (Coverage Dates)	Coverage Amount
1291637	NFINITY 4-16	NB16S0712600	1	ESSENTIAL (07/01/2022) - (06/30/2023)	\$1,900.00
1291638	NFINITY 4-16	N900E1100000	1	ESSENTIAL (07/01/2022) - (06/30/2023)	\$1,600.00

**Total price not including tax: \$3,500.00**

*any tax required must be included in customer purchase order*

**Payment Terms: Net 30 Days**

LOWNDES COUNTY BOARD OF COMMISSIONERS  
COMMISSION AGENDA ITEM

SUBJECT: Motorola SUAll (Evergreen)

DATE OF MEETING: August 9, 2022

Work Session/Regular  
Session

BUDGET IMPACT:

\$489,310.00 Annually

\$40,776.00 Monthly

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: Motorola SUAll (Evergreen) Agreement

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HISTORY, FACTS AND ISSUES: This is for the renewal of the Motorola System Upgrade Agreement, or SUAll, that will allow Lowndes County to maintain a current system by providing system upgrades every two years. Subscriber maintenance and infrastructure maintenance is also covered under the SUAll agreement, along with 24/7 support. Lowndes County will pay Motorola a monthly amount of \$40,776.00.

OPTIONS: 1. Approve  
2. Board's Pleasure

RECOMMENDED ACTION: Approve

DEPARTMENT: E911

DEPARTMENT HEAD: Danny Weeks

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

LOWNDES COUNTY BOARD OF COMMISSIONERS  
COMMISSION AGENDA ITEM

SUBJECT: Adopt Resolution Accepting the Water and Sewer Infrastructure  
for West Schoolhouse Pond Subdivision

DATE OF MEETING: August 9, 2022

Work Session/Regular Session

BUDGET IMPACT: N/A

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: West Schoolhouse Pond Subdivision

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HISTORY, FACTS AND ISSUES: West Schoolhouse Pond Subdivision is located in the Lake Park area off of Schoolhouse Pond Road, Payton Place, Burnt Pine Drive, and Timber Wind Circle and has a total of 31 lots. The developer, H D Johnston Company, LLC. has completed the improvements and sent a letter requesting acceptance of infrastructure for the water and sewer infrastructure. There are no new roads that were developed as part of this subdivision. The paperwork and construction has been completed and inspected by Engineering and Utilities staff.

OPTIONS: 1. Adopt Resolution accepting water and sewer infrastructure for West Schoolhouse Pond Subdivision.  
2. Redirect.

RECOMMENDED ACTION: Adopt

DEPARTMENT: Engineering

DEPARTMENT HEAD: Chad McLeod

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:











June 01, 2022

Mr. Michael Fletcher, PE  
Lowndes County Engineer  
327 North Patterson Street, 2<sup>nd</sup> Floor  
Valdosta, GA 31601

Subject: Request for Utility Infrastructure Acceptance for West Schoolhouse Pond Subdivision

Dear Mr. Fletcher:

On behalf of our client, H D Johnston Company, LLC, LEA, PC respectfully requests final acceptance from Lowndes County for the Water and Sewer Infrastructure at West Schoolhouse Pond Subdivision.

Thank you for your consideration concerning this request. Please call should you have any questions.

Sincerely,

A handwritten signature in blue ink that reads "Dale Arrowood". The signature is written in a cursive, flowing style.

Dale Arrowood, CPESC  
Senior Civil Designer