



BOARD OF COUNTY COMMISSIONERS

T. PAGE THARP GOVERNMENTAL BUILDING
102 STARKSVILLE AVENUE NORTH, LEESBURG, GEORGIA 31763

TUESDAY, MARCH 8, 2022 AT 6:00 P.M.

T. PAGE THARP BUILDING
OPAL CANNON AUDITORIUM
WWW.LEE.GA.US

MEETING AGENDA
WORK SESSION

COUNTY COMMISSIONERS

Billy Mathis, Chairman	District 3
John Wheaton, Vice-Chairman	District 1
Luke Singletary, Commissioner	District 2
Rick Muggridge, Commissioner	District 4
George Walls, Commissioner	District 5

COUNTY STAFF

Christi Dockery, County Manager
Kaitlyn Sawyer, County Clerk
Jimmy Skipper, County Attorney

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- | | <u>PAGE</u> |
|---|-------------|
| 1. <u>INVOCATION</u>
Pastor Shane Mullins, Move Christian Church, to lead the invocation. | |
| 2. <u>PLEDGE OF ALLEGIANCE</u> | |
| 3. <u>CALL TO ORDER</u> | |
| 4. <u>APPROVAL OF MINUTES</u>
(A) Consideration to approve the minutes for the Board of Commissioners meeting for February 22, 2022. | A - D |
| 5. <u>CONSENT AGENDA</u>
NONE | |
| 6. <u>NEW BUSINESS</u>
(A) Jennifer Stephens, Community Supports Day Coordinator for ASPIRE, to address the Board regarding Developmental Disabilities Month. Consideration to adopt a Proclamation declaring March 2022 as Developmental Disabilities Month, on behalf of ASPIRE Behavioral Health and Developmental Disabilities. | 1 |
| (B) Jasmine Jones, GRA Outreach Coordinator for the Georgia Department of Community Affairs (DCA), to address the Board regarding the rental assistance program. | |
| (C) Deanna Hawkins-Perry, Vice President of State Government Affairs - Georgia, Michael Foor, President of Kinetic Operations - Georgia, Daryl Barron, District Director, and Noah Carroll, Manager of Local Operations, to address the Board regarding the broadband initiative. | 2 - 6 |
| 7. <u>PUBLIC HEARING</u>
NONE | |
| 8. <u>DEPARTMENTAL MATTERS</u>
<u>Public Works</u>
(A) Consideration to approve a 36 month, 2000 hour lease for a 2022 Alamo mower with Flint Equipment. | 7 - 12 |
| (B) Consideration to approve 60 month, 5000 hour leases for two (2) 2022 Motorgraders with Flint Equipment. | 13 - 18 |

9. **CONSTITUTIONAL OFFICERS & GOVERNMENTAL BOARDS/AUTHORITIES**
- (A) Consideration to appoint **four members** to the **Community Foundation Board of Trustees** for a term of two years. Current term expires 03/22/2022. New term expires 03/22/2024. Letters of interest in reappointment received from Christi Dockery, Marian Grant-Whitlock, Heather Jones, and Ann Nix. 19 - 24
- (B) Consideration to authorize staff to put out a bid for inmate medical services. *Current contract expires June 30, 2022.* 25
- (C) Consideration to appoint **one member** to the **Housing Authority Board** for a term of one year. Current term expires 03/31/2022. New term expires 03/31/2023. Letter of interest in reappointment received by Latrisha Bell. 26 - 27
10. **COUNTY MANAGER'S MATTERS**
- (A) Updates on County projects. 28 - 32
- (B) Consideration to approve renewing the IT Services Managed Services Contract for Network Technology Solutions (NTS) for two years. *Current contract expires March 24, 2022.* 33 - 46
- (C) Consideration to approve the annual Professional Services Agreement for the NPDES Permit Contract for Flint River Consulting, LLC. *Current contract expires May 31, 2022.* 47 - 52
- (D) Consideration to approve the annual Professional Services Agreement for the On Call Contract for Flint River Consulting, LLC. *Current contract expires May 31, 2022.* 53 - 57
11. **COMMISSIONER'S MATTERS**
- (A) Discussion of package sales of distilled spirits in Lee County. 58 - 59
12. **UNFINISHED BUSINESS**
NONE
13. **COUNTY ATTORNEY'S MATTERS**
NONE
14. **EXECUTIVE SESSION**
NONE
15. **PUBLIC FORUM**
Citizens will be allowed to address the Board of Commissioners regarding any issues or complaints. Individuals should sign up prior to the start of the meeting.
16. **ANNOUNCEMENTS**
- (A) The next regularly scheduled County Commission Meeting is **Tuesday, March 22, 2022 at 6:00pm.**
- (B) This year's annual **Great American Cleanup, Amnesty Day at the Landfill, and Prescription Drug Take Back** event will be held **Saturday, April 9, 2022** beginning at 9:00am and ending at 4:00pm.
17. **ADJOURNMENT**

AGENDA MAY CHANGE WITHOUT NOTICE

Lee County is a thriving vibrant community celebrated for its value of tradition encompassing a safe family oriented community, schools of excellence, and life long opportunities for prosperity and happiness without sacrificing the rural agricultural tapestry.

Persons with special needs relating to handicapped accessibility or foreign language interpretation should contact the ADA Coordinator at (229) 759-6000 or through the Georgia Relay Service (800) 255-0056 (TDD) or (800) 355-0135 (voice). This person can be contacted at the T. Page Tharp Building in Leesburg, Georgia between the hours of 9:00 a.m. and 4:00 p.m., Monday through Friday, except holidays, and will assist citizens with special needs given proper notice of seven (7) working days. The meeting rooms and buildings are handicap accessible.



BOARD OF COUNTY COMMISSIONERS

T. PAGE THARP GOVERNMENTAL BUILDING
102 STARKSVILLE AVENUE NORTH, LEESBURG, GEORGIA 31763

TUESDAY, FEBRUARY 22, 2022 AT 6:00 PM

T. PAGE THARP BUILDING
OPAL CANNON AUDITORIUM
WWW.LEE.GA.US

MEETING MINUTES
VOTING SESSION

COUNTY COMMISSIONERS

Billy Mathis, Chairman	District 3
John Wheaton, Vice-Chairman	District 1
Luke Singletary, Commissioner	District 2
Rick Muggridge, Commissioner	District 4
George Walls, Commissioner	District 5

COUNTY STAFF

Christi Dockery, County Manager
Kaitlyn Sawyer, County Clerk
Jimmy Skipper, County Attorney

The Lee County Board of Commissioners met in a voting session on Tuesday, February 22, 2022. The meeting was held in the Opal Cannon Auditorium of the Lee County T. Page Tharp Governmental Building in Leesburg, Georgia. Those present were Chairman Billy Mathis, Vice-Chairman John Wheaton, Commissioner Rick Muggridge, and Commissioner George Walls. Commissioner Luke Singletary was absent. Staff in attendance was County Manager Christi Dockery, County Clerk Kaitlyn Sawyer, and County Attorney Jimmy Skipper. Due to an internet outage, the meeting was not streamed on Facebook Live.

INVOCATION

Pastor Robin Chaplin, Victory Baptist Church, led the invocation.

PLEDGE OF ALLEGIANCE

The Board and the audience said the Pledge of Allegiance in unison.

CALL TO ORDER

APPROVAL OF MINUTES

- (A) Consideration to approve the minutes for the Board of Commissioners meeting for February 8, 2022. Commissioner Wheaton made the **MOTION** to approve the minutes for the Board of Commissioners meeting for February 8, 2022. Commissioner Walls seconded the **MOTION**. The **MOTION** was unanimous with Commissioner Muggridge voting yea.

CONSENT AGENDA

NONE

NEW BUSINESS

- (A) Recognition of employees' years of service.
The following employee was recognized:
5 years – Riccardo Daniels – Water/Wastewater Operator
- (B) Bill Walter, Masonry Restoration Technologies & Services, LLC, to address the Board regarding the following projects: the T. Page Tharp Building, the Gymnasium, and the Courthouse Annex windows.
Mr. Walter stated that the Tharp Building Restoration project was very close to being finished. In terms of the gymnasium, the Board was provided a revised project proposal with new pricing and details. The proposed project will include: embellishing the front alcove, converting the lower left steps, in the rear, to accommodate a wheelchair lift (which will come to the gymnasium floor height), replacing doors and the concrete pad outside,

refinishing the restrooms, all with a focus on bringing the building up to compliance with ADA requirements.

Parks & Recreation Director Jeremy Morey added that all discussed renovations fall in line with the look and accessibility he wishes to achieve with the gym and believes the quote provided was a fair price.

Mr. Walter stated that the Courthouse Annex window sealant project had been completed last week and the windows for the gym had been ordered; however, a firm delivery date is unknown.

Commissioner Muggridge made the **MOTION** to approve the proposal for the gymnasium renovations and payment for the work on the Courthouse Annex windows for a total cost of \$235,740.00 to come from SPLOST VII funds. Commissioner Wheaton seconded the **MOTION**. The **MOTION** was unanimous with Commissioner Walls voting yea.

PUBLIC HEARING

NONE

DEPARTMENTAL MATTERS

Building Inspection/ Business Licenses

- (A) **Consideration to approve an application for an off-premises alcohol license (wine and malt beverages) for Philema Express, LLC.**

Commissioner Walls voiced concern over this business being located across the street from several churches on Philema Road. Chairman Mathis stated that this a renewal of an already existing alcohol license and there is a map and explanation of the distances in the packet. County Manager Christi Dockery confirmed that per the planner's report, the applicant was in compliance with county code. Commissioner Walls questioned how the distance was measured. County Manager Christi Dockery directed the Board to page 26 within the packet, showing the distance on a map.

Commissioner Muggridge made the **MOTION** to approve an application for an off-premises alcohol license (wine and malt beverages) for Philema Express, LLC. Commissioner Wheaton seconded the **MOTION**. The **MOTION** was unanimous with Commissioner Walls voting yea.

Fire and Emergency Services

- (B) **Consideration to approve the purchase of two Lucas Devices.**

With this purchase, there will now be a Lucas Device available at every fire station. Chairman Mathis stated how the county has three Lucas Devices already but were in need of five, one for each station. Commissioner Muggridge added that one had been purchased outright and two more purchased with a grant. While on the subject of the fire stations, Chairman Mathis stated that he and Commissioner Singletary have discussed building a station in Commissioner Singletary's district and another one eventually in the northern part of the county. Chairman Mathis gave a brief statement on how the Lucas Devices work.

Commissioner Walls made the **MOTION** to approve the purchase of two Lucas Devices for a total cost of \$30,420.36 to come from SPLOST VII funds. Commissioner Wheaton seconded the **MOTION**. The **MOTION** was unanimous with Commissioner Muggridge voting yea.

Public Works

- (C) **Consideration to approve a 36 month, 2000 hour lease for an Alamo mower with Flint Equipment.**

Public Works Director Danny Keener addressed the Board, stating this tractor is one that is used on a daily basis. The lead time for this machine is approximately 10 months, so if ordered now, the machine would not be delivered until October or November. Chairman Mathis stated that if approved, it could be worked into next budget year. County Manager Christi Dockery stated that this was in the TSPLOST budget (approximately \$34,000.00) for this year, but that it could certainly be added to next year's budget as well.

Commissioner Walls stated that this tractor only had approximately 2,000 hours on it and personnel with the

shop said that the tractor was in good shape. Commissioner Walls added that he would like to see the County get one more year of use out of this tractor. Chairman Mathis stated that we would have it for another year based on the lead time, so that is the point of ordering it now, citing the supply chain issue.

Jay Harrell, Flint Equipment, confirmed that the lead time would be approximately 10 months, with a minimum delivery date of October. If we wait six months, the lead time could very well extend. Chairman Mathis asked Public Works Director Danny Keener how many hours he thought the machine would have on it one year from now, to which Mr. Keener replied that it is hard to know exactly. Commissioner Wheaton asked how many years we had had this machine. Mr. Keener stated that it was originally leased for three years and then subsequently purchased at the end of that lease term. Mr. Harrell confirmed that the lease ended, and the unit was purchased, in September 2020 and the last record indicated approximately 2,500 hours on the tractor.

Mr. Harrell went on to compare tractor hours to vehicle mileage, stating that 4,000 hours on an agricultural tractor is probably the equivalent to 100,000 miles on a vehicle. Commissioner Walls stated that his father would put about 6,500 hours on a tractor, to which Mr. Harrell replied that with these smaller tractors, like the one in question, it is more like 3,000 hours as an equivalent of 300,000 miles on a vehicle. Mr. Harrell stated that he could provide quotes indicating the price to replace or repair aspects of the tractor that could go out soon, including the clutch, the transmission, and the hydraulic pumps. Commissioner Wheaton asked if the tractor in question was a 110hp tractor with a dry clutch, to which Mr. Harrell replied that he believed it to be 95hp with a wet clutch.

Chairman Mathis asked if there was a list of equipment that needs to be examined and potentially added to the next budget year. County Manager Christi Dockery stated that there was. Chairman Mathis asked if all could be approved at one time, to which Ms. Dockery stated that we could, however, we typically bring them up as their leases expire. Chairman Mathis stated it might be beneficial to think several years in advance and order all necessary equipment at one time and asked that the list be provided to the Board for the next meeting.

Ms. Dockery also raised the question of if something happens to the mower attachment itself, if we could lease one. Mr. Harrell replied that it wouldn't be possible at this time as no one has one available. Chairman Mathis clarified that we would just have to get the equipment repaired, to which Mr. Harrell agreed. Commissioner Muggridge stated that this tractor and attachment is currently in the budget and there's a need for it. We provide our employees with great equipment to do the best job possible to serve our constituents in the manner they should be served, as can be seen with purchase of the Lucas Devices.

Mr. Harrell wished to clarify which tractor would be preferable, as two quotes for two tractors was presented. Mr. Keener stated that the department would prefer the tractor with the IVT transmission.

Commissioner Muggridge made the **MOTION** to approve a 36 month, 2000 hour lease for an Alamo mower with Flint Equipment for a total cost of \$202,645.00 to come from TSPLOST funds. Chairman Mathis seconded the **MOTION**. With Commissioner Wheaton and Commissioner Walls voting nay, a 2-2 vote resulted. The item will be tabled until the next meeting.

CONSTITUTIONAL OFFICERS & GOVERNMENTAL BOARDS/AUTHORITIES

NONE

COUNTY MANAGER'S MATTERS

(A) Updates on County projects.

County Manager Christi Dockery discussed ongoing projects in the County: (1) the Pheasant Drive Extension project has begun; (2) Windstream representatives will be here at the March 8 meeting to discuss broadband; and (3) the Tharp building (and probably the gym) are celebrating 100 years.

(B) Consideration to approve an Underground Easement with Georgia Power for land located at Wisteria Lane (Tax Parcel ID No. 050B 631GR2) in Land Lot 240 of the 1st District of Lee County, Georgia.

This easement is for the Utilities Authority well project in the Wisteria Lane area and has been reviewed and

approved by County Attorney Jimmy Skipper.

Commissioner Muggridge made the **MOTION** to approve an Underground Easement with Georgia Power for land located at Wisteria Lane (Tax Parcel ID No. 050B 631GR2) in Land Lot 240 of the 1st District of Lee County, Georgia. Commissioner Wheaton seconded the **MOTION**. The **MOTION** was unanimous with Commissioner Walls voting yea.

COMMISSIONER'S MATTERS

NONE

UNFINISHED BUSINESS

NONE

COUNTY ATTORNEY'S MATTERS

NONE

EXECUTIVE SESSION

NONE

PUBLIC FORUM

Citizens will be allowed to address the Board of Commissioners regarding any issues or complaints. Individuals should sign up prior to the start of the meeting.

No citizens took part in the Public Forum.

ANNOUNCEMENTS

(A) The next regularly scheduled County Commission Meeting is **Tuesday, March 8, 2022 at 6:00 p.m.**

ADJOURNMENT

The meeting adjourned at 6:18PM.

CHAIRMAN

ATTEST: _____
COUNTY CLERK

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The meeting rooms and buildings are handicap accessible.

PROCLAMATION

LEE COUNTY BOARD OF COMMISSIONERS

Whereas, Individuals with developmental disabilities, their families, friends, neighbors, and co-workers encourage everyone to focus on the *abilities* of all people.

And,

Whereas, the most effective way to increase this awareness is through everyone's active participation in community activities and the openness to learn and acknowledge each individual's contribution;

And,

Whereas, policies must be developed, attitudes shaped, and opportunities offered for citizens with developmental disabilities to live as independently and productively as possible in our community;

And,

Whereas, we encourage all citizens to support opportunities for people with disabilities that include full access to education, housing, employment, and recreational activities;

And,

Now, therefore, we, Lee County Board of Commissioners, do hereby proclaim **MARCH 2022** as

DEVELOPMENTAL DISABILITIES AWARENESS MONTH

and offer full support to ASPIRE Behavioral Health and Developmental Disabilities and their efforts that assist people with developmental disabilities to make choices that enable them to live successful lives and realize their potential;

Furthermore, we urge all citizens to take time to get to know someone with a disability and to 'See Their Abilities'. Every person holds a promise to educate and inspire others.

IN WITNESS THEREOF, we have hereunto set our hand and caused our seal this 8th day of March, in the year two thousand and twenty-two.

Georgia Broadband Ready Community Certificate

PRESENTED TO

Lee County

FOR MEETING THE NECESSARY REQUIREMENTS TO BE CERTIFIED AS A BROADBAND READY COMMUNITY



THIS CERTIFICATE IS PRESENTED BY THE
GEORGIA DEPARTMENT OF COMMUNITY AFFAIRS

A handwritten signature in black ink, appearing to read "Deana Perry".

DEANA PERRY, EXECUTIVE DIRECTOR, BROADBAND

A handwritten signature in black ink, appearing to read "G. Christopher Nunn".

G. CHRISTOPHER NUNN, COMMISSIONER

Gov. Kemp Announces Almost \$408 Million in Awards to Provide Broadband Access

FEBRUARY 01, 2022

Atlanta, GA – Governor Brian P. Kemp, joined by members of the Broadband Infrastructure Committee and state leaders, today announced almost \$408 million in preliminary awards which will provide communities, households, and businesses in 70 Georgia counties access to faster and more reliable broadband. These 49 American Rescue Plan Act (ARPA) grant projects represent an investment of more than \$738 million in Georgia when matching funds are contributed.

"I am very proud that Georgia is once-again leading the nation in developing collaborative, innovative, and fiscally conservative ways to leverage government funding to positively impact and serve as many Georgians as possible," **said Governor Brian P. Kemp**. "I want to thank all of the members on the Broadband Infrastructure Committee as well as the grants team at the Office of Planning and Budget, and the broadband and special projects team at the Georgia Technology Authority for working together to score applications and recommend projects that reflect the greatest needs and interests of hardworking Georgians. We look forward to the positive impact these projects will have once completed. I ran on a promise to bring opportunity to rural Georgians. If you look at the map of Georgians who will now have access to rural broadband, you will see a promise kept."

On June 29, 2021, Governor Kemp announced members of the **[Georgia Jobs and Infrastructure Committees](https://gov.georgia.gov/press-releases/2021-06-29/gov-kemp-announces-georgia-jobs-and-infrastructure-committees)** (<https://gov.georgia.gov/press-releases/2021-06-29/gov-kemp-announces-georgia-jobs-and-infrastructure-committees>). The bipartisan committees were responsible for receiving applications and making recommendations to the Governor regarding federal coronavirus relief funds allocated to Georgia through the American Rescue Plan. State government entities, units of local government, industries, and nonprofits were eligible to apply. Specifically, the Broadband Infrastructure Committee was responsible for making necessary investment recommendations to provide unserved or underserved locations with faster, more reliable broadband access.

Today's announcement represents the initial phase of the rollout. The state is now in a due diligence posture, collecting tangible information and working with grantees to maximize our ability to serve the most Georgians in the highest-need areas. As the due diligence phase wraps up based on final ARPA guidance from the United States Treasury and project awards are finalized, there is potential opportunity to repurpose or leverage other federal funds to address areas that may not have been addressed with these awards.

"The volume of applications from all corners of the state proved what we thought we know: citizens need better broadband options for work, school, and play," **said Senator Blake Tillery**. "The communities and providers who did the detail work of separating out RDOF areas, avoiding overbuild in already served communities, and calculating local and applicant matches to stretch state dollars to more citizens earned these grants. These awards are a giant step toward resolving the technological divide between our urban and rural communities."

Due to the hard work and forward thinking of the legislature, the Department of Community Affairs, and the Carl Vinson Institute of Government, the Georgia Broadband Availability Map is a

wonderful resource that helped the state identify the necessity of these projects. Leveraging this map, focus was placed on selecting projects that will help maintain a level playing field for private sector competition, also taking into respect parallel funding streams available for broadband access or expansion – like the Federal Communications Commission’s Rural Digital Opportunity Fund (RDOF). Geography was also considered in order to disperse funds in an equitable manner.

"I am excited to see the impact these grants will have in connecting more Georgians to high-speed broadband and to watch the improvement in educational and business access they will create," **said Representative Terry England.**

Based on data from the Georgia Broadband Availability Map, 482,374 locations in Georgia are currently unserved as of July 2021. The projects targeted with these awards could serve 183,615 locations - representing both homes and businesses - with faster and more reliable broadband. 132,050 of these locations are currently unserved based on state data.

In addition to this historic investment in broadband expansion in Georgia, the FCC's RDOF program has awarded \$326 million in funding that will also bring service to almost 180,000 unserved locations over the next several years. Due to proximity and connection to the Broadband Infrastructure Committee awards, many of those project timelines are expected to accelerate.

The Office of the Governor would like to thank all the committee members who played an impactful role in evaluating the applications:

- Russell McMurry - Commissioner, Georgia Department of Transportation
- Jannine Miller - Planning Director, Georgia Department of Transportation
- Christopher Nunn - Commissioner, Georgia Department of Community Affairs
- Teresa MacCartney - Acting Chancellor, University System of Georgia
- Greg Dozier - Commissioner, Technical College System of Georgia
- Shawnzia Thomas - Executive Director, Georgia Technology Authority
- Richard Woods - State School Superintendent, Georgia Department of Education
- Eric Toler - Executive Director, Georgia Cyber Center
- Michael Nix - Executive Director, Georgia Emergency Communications Authority
- Frank Smith - Deputy Executive Director, State Properties Commission
- Sen. Blake Tillery - Chairman, Senate Appropriations Committee
- Rep. Terry England - Chairman, House Appropriations Committee
- Rep. Clay Pirkle - Secretary, House State Properties Committee
- Rep. Patty Bentley - Secretary, House Higher Education Committee
- Rep. Jodi Lott - Governor’s Floor Leader
- Sen. Bo Hatchett - Governor’s Floor Leader
- Sen. Harold Jones - Secretary, Senate Ethics Committee
- Sen. Steve Gooch - State Senate Majority Whip

Awards

In total, Governor Kemp today announced 49 projects. Many represent public-private sector partnerships. In total, most recipients were local governments and non-profit organizations, and 14 service providers are represented running the gamut from large companies, EMCs, and local Georgia-based telecommunications companies. A full list is available below:

Grantee, Award Amount, Proposed Number to Serve:

Altamaha EMC: \$5,973,474.00; 2,171

Baldwin County: \$917,916.50; 751

Berrien County: \$15,253,250.00; 4,737

Brooks County: \$13,848,183.00; 3,749

Central Georgia EMC: \$25,042,591.14; 19,996
 Chattooga County: \$3,040,732.00; 3,392
 Colquitt County: \$22,578,814.00; 7,448
 Cook County: \$10,919,655.00; 3,723
 Development Authority of Dawson County: \$1,332,621.00; 563
 Development Authority of Lumpkin County: \$3,779,902.00; 6,403
 Diverse Power Incorporated: \$25,000,000.00; 4,769
 Early County: \$11,394,739.00; 2,683
 Elberton: \$1,071,298.00; 836
 Fannin County Development Authority: \$3,013,576.00; 996
 Flint EMC: \$25,048,343.81; 10,659
 Franklin County Board of Commissioners: \$8,714,856.00; 2,812
 Georgia Telecommunications Association - Brantley Telephone Company (Charlton):
 \$665,500.00; 513
 Georgia Telecommunications Association - Elijay Telephone Company (Cherokee): \$773,688.00;
 385
 Georgia Telecommunications Association - Chickamauga Telephone Company: \$489,756.01; 123
 Georgia Telecommunications Association - Hargray (Camden): \$593,213.00; 1,289
 Georgia Telecommunications Association - Hargray (Chatham): \$206,774.00; 504
 Georgia Telecommunications Association - Hargray (Tattnell): \$216,916.00; 148
 Georgia Telecommunications Association - Plant Telephone Company: \$2,229,000.00; 2,170
 Georgia Telecommunications Association - Trenton Telephone Company (Dade): \$6,500,000.00;
 943
 Habersham County: \$5,784,859.00; 3,199
 Jenkins County: \$11,907,225.00; 1,875
 Joint Development Authority of Gilmer and Pickens County: \$21,418,727.00; 4,259
 Lee County Board of Commissioners: \$12,541,241.00; 4,234
 Lowndes County: \$22,514,336.00; 18,218
 McDuffie County: \$3,817,531.00; 2,405
 Ocmulgee EMC: \$19,200,341.41; 9,000
 One Sumter Economic Development Foundation, Inc.: \$25,387,600.00; 5,726
 Southern Rivers Energy: \$15,682,160.77; 10,674
 Spectrum Southeast Chattahoochee: \$248,027.00; 446
 Spectrum Southeast Clarke: \$1,094,340.00; 574
 Spectrum Southeast Green: \$4,931,326.00; 1,583
 Spectrum Southeast Hall: \$689,201.00; 831
 Spectrum Southeast Newton: \$998,651.00; 1,729
 Spectrum Southeast Polk: \$4,236,574.00; 2,272
 Stephens County: \$2,807,804.00; 1,393
 Stewart County Commission: \$6,662,285.00; 2,729
 Terrell County: \$9,641,770.00; 2,270
 Thomas County Board of Commissioners: \$6,840,302.00; 2,098
 Twiggs County: \$4,660,846.00; 2,034
 Union County: \$11,162,231.00; 8,256
 Upson County Board of Commissioners: \$4,430,000.00; 2,124
 Walker County: \$6,253,152.00; 3,339
 Walton County: \$3,159,215.00; 4,084
 Washington EMC: \$13,227,635.38; 6,500

The preliminary State Fiscal Recovery Fund awards announced today are shown in red. Rural Digital Opportunity Fund award areas are shown in green. These two programs have been overlaid on Georgia's Broadband Availability Map which depicts served census blocks in gold, unserved census blocks in light yellow, and areas with no locations in gray.

Contact Director of Communications

Katie Byrd

katie.byrd@georgia.gov (mailto:katie.byrd@georgia.gov)

Contact Deputy Director of Communications

Andrew Isenhour

andrew.isenhour@georgia.gov (mailto:andrew.isenhour@georgia.gov)

Related Files

 [Grants with RDOF \(/sites/gov.georgia.gov/files/2022-02/Grants%20with%20RDOF.PNG\)](/sites/gov.georgia.gov/files/2022-02/Grants%20with%20RDOF.PNG)

(144.67 KB)

Grants with RDOF



LEE COUNTY

Life works well here.

Lee County Public Works

Director
Danny Keener

759 Hwy 32 East
Leesburg, GA 31763
(229) 759-6028
FAX (229) 759-3332

General Supervisor
Anthony King

To: Lee County Board of Commissioners
From: Danny Keener
Subject: Alamo Boom Ax Tractor
Meeting Date: 03/08/2022

Lee County Public Works staff utilizes the 2017 John Deere 6105 E with an Alamo boom ax mower attachment almost every work day, depending on weather. Staff uses this equipment to trim back the right of way throughout the County. It is imperative that staff have a reliable tractor to effectively perform their job duties.

This tractor was originally leased for three (3) years and subsequently purchased in September 2020. This machine is beginning to cost the County a considerable amount in maintenance. At the present time we have spent **\$11,572.98** on the mechanical operation of this mower. We have used an additional **\$3,441.96** to repair multiple issues for the structural integrity. This comes to a total of **\$15,014.88** spent in the last 14 months.

We are respectfully asking the Board of Commissioners to consider leasing a new tractor with a new boom ax mower attachment through a State Contract with Flint Equipment. The monthly payment would be **\$5,226.30** for this new **36 month, 2000 hour lease** with a \$25,000.00 residual value at the end of the term. Staff also recommends keeping the existing Alamo Mower as a backup.

Projected Timeline: March order, October delivery.

Thank You,

Danny Keener
Director of Public Works



2/17/2022

Sent via: jharrell@flintequipco.com

Lee County, GA

It is a pleasure to submit for your consideration the following proposal to provide lease-purchase financing based on the terms and conditions set forth below:

1. Lessor: BancorpSouth Equipment Finance, a division of BancorpSouth Bank
2. Lessee: Lee County, GA
3. Equipment Description: One (1) New JD 6110M with Alamo Samurai
4. Equipment Cost: \$202,645.00
5. Lease Term: 3 Years with balloon payment of \$25,000.00
6. Lease Payments:
(These are approximate payment amounts. The actual payment will be determined at funding date.)

36 months @ \$5,226.30 w/h balloon of \$25,000.00 arrears
7. Lease Rate: **2.96%**
8. Funding Date: This proposal is contingent upon the equipment being delivered and the lease funded prior **October 31, 2022. Any extension of the funding or delivery date must be in writing.**
9. Purchase Option: Title is passed to Lessee at lease expiration for no further consideration.
10. Non-appropriation/Termination: The lease provides that Lessee is to make reasonable efforts to obtain funds to satisfy the obligation in each fiscal year. However, the lease may be terminated without penalty in the event of non-appropriation. In such event, the Lessee

agrees to provide an attorney's opinion confirming the events of non-appropriation and Lessee's exercise of diligence to obtain funds.

- 11. **Bank Qualification:** This lease-purchase financing shall be designated as a bank qualified tax-exempt transaction as per the 1986 Federal Tax Bill. **This means that the Lessee's governing body will pass a resolution stating that it does not anticipate issuing more than \$10 million in General Obligation debt or other debt falling under the Tax Bill's definition of qualifying debt during the calendar year that the lease is funded.**
- 12. **Tax Status:** This proposal is subject to the Lessee being qualified as a governmental entity or "political subdivision" within the meaning of Section 103(a) of the Internal Revenue Code of 1954 as amended, within the meaning of said Section. Lessee agrees to cooperate with Lessor in providing evidence as deemed necessary or desirable by Lessor to substantiate such tax status.
- 13. **Net Lease:** This will be a net lease transaction whereby maintenance, insurance, taxes (if applicable), compliance with laws and similar expenses shall be borne by Lessee.
- 14. **Financial Statements:** Complete and current financial statements must be submitted to Lessor for review and approval of Lessee creditworthiness
- 15. **Lease Documentation:** This equipment lease-purchase package is subject to the mutual acceptance of lease-purchase documentation within a reasonable time period, otherwise payments will be subject to market change.

If the foregoing is acceptable, please so indicate by signing this letter in the space provided below and returning it to BancorpSouth Equipment Finance. **The proposal is subject to approval by BancorpSouth Equipment Finance's Credit Committee and to mutually acceptable terms, conditions and documentation.**

Acceptance of this proposal expires as the close of business on 3/30/2022. Extensions must be approved by the undersigned.

Any concerns or questions should be directed to Jonathan King at 228-223-4642 or jonathan.king@bxs.com.

Jonathan King

Jonathan King
Municipal Territory Manager

ACKNOWLEDGMENT AND ACCEPTANCE

By: _____
Title

Date: _____

Quote Id: 26099057

Prepared For:

LEE COUNTY BOARD OF COMMISSIONERS

F FLINT

Prepared By: **JAY HARRELL**

Flint Equipment Company
1206 Blaylock Street
Albany, GA 31705

Tel: 229-888-1212

Fax: 229-435-3612

Email: jharrell@flintequipco.com

Quote Summary

Prepared For:

LEE COUNTY BOARD OF COMMISSIONERS
 102 STARKSVILLE AVE N
 LEESBURG, GA 31763
 Business: 229-759-6000

Prepared By:

JAY HARRELL
 Flint Equipment Company
 1206 Blaylock Street
 Albany, GA 31705
 Phone: 229-888-1212
 jharrell@fiintequipco.com

Quote Id: 26099057
Created On: 17 February 2022
Last Modified On: 18 February 2022
Expiration Date: 31 March 2022

Equipment Summary

	Selling Price	Qty	Extended
2022 ALAMO 6110M 25 FOOT SAMURAI BOOM MOWER IVT TRANSMISSION	\$ 200,460.00 X	1 =	\$ 200,460.00
John Deere Extended Warranty-36/2000 COMPREHENSIVE	\$ 2,185.00 X	1 =	\$ 2,185.00
Sub Total			\$ 202,645.00
Equipment Total			\$ 202,645.00

Quote Summary

Equipment Total	\$ 202,645.00
SubTotal	\$ 202,645.00
Total	\$ 202,645.00
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 202,645.00

Salesperson : X _____

Accepted By : X _____

Selling Equipment

Quote Id: 26099057

Customer: LEE COUNTY BOARD OF COMMISSIONERS

2022 ALAMO 6110M 25 FOOT SAMURAI BOOM MOWER IVT TRANSMISSION

Hours: 0

Stock Number:

Code	Description	Qty
6110M	25 FOOT SAMURAI BOOM MOWER	1

Service AgreementsJohn Deere Extended Warranty -
36/2000 COMPREHENSIVE**Other Charges**

Setup	1
Local Delivery	1



MEMORANDUM LEE COUNTY BOARD OF COMMISSIONERS

TO: Honorable Board of County Commissioners

SUBJECT: Motorgrader Leases

MEETING DATE: Tuesday, March 8, 2022

MOTION/RECOMMENDATION

Motion to approve a 60 month, 5000 hour lease for two (2) 2022 Motorgraders with Flint Equipment for total monthly price of \$5,524.60 using T-SPLOST funding.

BACKGROUND

The lease for the existing Motorgrader with Yancey will expire in October 2022. Staff recommends allowing the current lease to expire and in turn leasing two 2022 John Deere machines with Flint Equipment at state contract price.

The lease for a 2022 John Deere model JD670G rear tandem drive Motorgrader from Flint Equipment is for **60 months, 5000 hours with a monthly payment of \$2,762.30**. This price includes a 72 month, 6000 hour powertrain and hydraulic warranty. **The total monthly lease price for two (2) Motorgraders would be \$5,524.60.**

Projected Timeline: March order, October delivery.

The lease for a comparable 2022 model 140JOY-BR Caterpillar Motorgrader from Yancey for **60 months, 5000 hours has a monthly payment of \$3,482.54**. This price also includes an extended warranty.

ATTACHMENTS

Proposal from Flint Equipment Company

Date of Initial Quote: February 28, 2022
 Prepared For: LEE COUNTY BOCC
 Dealer Name: Flint Equipment Co.
 Dealer Contact: JAY HARRELL
 All quotes expire at the end of the calendar month.



Equipment	New 2022 670G
Current Hour Reading	2
Financing	60 Month Lease 1,000 Hours Per Year 60 Monthly Payments In Advance Purchase Option: \$117,042.53
Warranty	Power Train & Hydraulics 72 Months 6,000 Hours
Comments	670G REAR TANDEM DRIVE
Estimated Payment	\$2,762.30
Refundable Security Deposit	\$0.00

This quote is provided to you on a confidential basis.
 You are strictly prohibited from sharing this quote
 with unrelated third parties.



Offer subject to credit approval.
 Property taxes are not included in this quote.

Quote Id: 26131215

Prepared For:

LEE COUNTY BOARD OF COMMISSIONERS



Prepared By: **JAY HARRELL**

Flint Equipment Company
1206 Blaylock Street
Albany, GA 31705

Tel: 229-888-1212
Fax: 229-435-3612
Email: jharrell@flintequipco.com

Quote Summary

Prepared For:

LEE COUNTY BOARD OF COMMISSIONERS
 102 STARKSVILLE AVE N
 LEESBURG, GA 31763
 Business: 229-759-6000

Prepared By:

JAY HARRELL
 Flint Equipment Company
 1206 Blaylock Street
 Albany, GA 31705
 Phone: 229-888-1212
 jharrell@flintequipco.com

Quote Id: 26131215
Created On: 23 February 2022
Last Modified On: 28 February 2022
Expiration Date: 31 March 2022

Equipment Summary	Selling Price	Qty	Extended
JOHN DEERE 670G MOTOR GRADER - ORDER MACHINE	\$ 225,450.00 X	1 =	\$ 225,450.00
John Deere Extended Warranty-60/5000 COMPREHENSIVE 72/6000 PT/HYD	\$ 10,200.00 X	1 =	\$ 10,200.00
Sub Total			\$ 235,650.00
Equipment Total			\$ 235,650.00

Quote Summary	
Equipment Total	\$ 235,650.00
ORINATION DOC FEE	\$ 550.00
SubTotal	\$ 236,200.00
Total	\$ 236,200.00
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 236,200.00

Salesperson : X _____

Accepted By : X _____

Selling Equipment

Quote Id: 26131215

Customer: LEE COUNTY BOARD OF COMMISSIONERS

JOHN DEERE 670G MOTOR GRADER - ORDER MACHINE

Equipment Notes: FACTORY BUILD 10/6/2022

Hours:

Stock Number:

Code	Description	Qty
8440T	670G MOTOR GRADER	1
Standard Options - Per Unit		
170K	JLink™	1
1010	Standard Antler Rack Hydraulic Controls	1
1140	John Deere PowerTech PSS 9.0L meets EPA FT4 Emissions	1
1240	Dual 100 Amp Alternators (200 Amp total)	1
1310	Quick Service Group	1
1410	Standard Fuel & Water Filtration	1
1610	Hydraulic Pump Disconnect	1
1830	Engine Exhaust W/ Flat Black Stack (FT4 or Stage V only)	1
1920	No Blade Impact Absorption System	1
2060	14 Ft. x 24 In. x 7/8 In. (4.27M x 610mm x 22mm) w/ 8 In. x 3/4 In. (203 x 19mm) Cutting Edge & 5/8 in. (16mm) Hardware	1
2575	No Grade Control Base Kit Installed	1
2605	English Manual W/ English Labels & Decals	1
2775	No Topcon 3D GPS Grade Control System installed	1
2810	Single Input Gearbox without Slip Clutch	1
4918	No Brand Preference	1
5020	Low Cab w/ Fixed Lower Front and Side Windows	1
5520	Manual Shift Transmission (no Autoshift)	1
5710	Transmission Solenoid Valve Guard	1
5815	Hydrau	1
6030	No Powered Cab Air Precleaner	1
6120	Standard Fabric Air Suspension Seat with Armrests and Headrest	1
6510	Base Hydraulics - 4 Function Controls	1
6610	Base Hydraulics- 4 Function Controls	1
6750	Less Front Attachment	1

Selling Equipment

Quote Id: 26131215

Customer: LEE COUNTY BOARD OF COMMISSIONERS

6830	Rear Hitch and Pin	1
7130	Grading Lights (10 Halogen Lights)	1
7820	No Front Fenders	1
8110	24-to-12 Volt Converter (15 amps peak / 10 amps continuous)	1
8210	Exterior Mounted Rearview Mirrors	1
8320	Less Lower Front Window Wiper & Wiper	1
8410	AM/FM Radio with Aux and Weather Band (WB)	1
8510	Air Conditioner Refrigerant Charged	1
8720	No Sound Absorption Package	1
8830	Rear Camera (R4)	1
9210	Decelerator	1
9220	5.0 lbs. multi purpose (ABC) Dry Chemical Fire Extinguisher	1
9298	Beacon with Flip Down Cab Beacon Bracket (RH)	1
9415	Spare Tire and Rim - 14.0R24 BRIDGESTONE VUT SINGLE STAR RADIAL TIRE W/3 PC RIM	1
9718	14.0R24 G2/L2 1 STAR NO BRAND PREFERRED WITH 3PC RIM	1

Service Agreements

John Deere Extended Warranty -
60/5000 COMPREHENSIVE 72/6000
PT/HYD

Other Charges

Freight	1
Setup	1
Local Delivery	1

**LEE COUNTY
CURRENT BOARD VACANCIES**

Candidates appointed by the Lee County Board of Commissioners are required to live in Lee County. If you would like to be considered for appointment to a County Volunteer Board, please submit a letter of interest including any certificates, resumé, or related documents you want to be considered or complete the Volunteer Board application. For additional information on these Volunteer Boards, see the Lee County website or contact the Administrative Assistant/Receptionist.

Payton Harris, Administrative Assistant/Receptionist
Lee County Board of Commissioners
102 Starksville Avenue North
Leesburg, Ga. 31763
(229) 759-6000
www.lee.ga.us
payton.harris@lee.ga.us

Vacancies will be open until filled.

Current Volunteer Board Vacancies

	Vacancies	Expires	Term
None			

Upcoming Volunteer Board Vacancies

	Vacancies	Expires	Term
Community Foundation of Trustees	4	03/22/22	2 Year
Housing Authority	1	03/31/22	1 Year
Development Authority	4	05/31/22	4 Year
Housing Task Force	1	05/31/22	2 Year

March 2, 2022

Christi Dockery
178 Southhill Drive
Leesburg, GA 31763

Re: Reappointment to the Community Foundation Board of Trustees

Honorable Board of Commissioners,

I am seeking reappointment to the Lee County Community Foundation Board. I have served as Secretary for the Board for the last several years.

I live and work in Lee County and look forward to many more years of service to the Foundation and the Board.

Sincerely,

A handwritten signature in blue ink that reads "Christi Dockery". The signature is written in a cursive style with a large, looped "y" at the end.

Christi Dockery
County Manager

Community Foundation Board of Trustees – Lee County

Name & Address	Term
Marian Grant-Whitlock 132 Ambleside Drive Leesburg, GA 31763	2 Year Term Expiring on 03/22/2022
Ann Nix P.O. Box 365 Leesburg, GA	2 Year Term Expiring on 03/22/2022
Heather Jones, Treasurer 87 Senah Drive Leesburg, GA 31763	2 Year Term Expiring on 03/22/2022
Christi Dockery, Secretary 178 Southhill Drive Leesburg, GA 31763	2 Year Term Expiring on 03/22/2022
Sherry Askey 177 Larkspur Drive Albany, GA 31707	2 Year Term Expiring on 03/25/2023
Judy Powell 127-A Starksville Ave., N. Leesburg, GA 31763	2 Year Term Expiring on 03/25/2023
Elaine Ruckel, Vice-Chairman 347 Lumpkin Road Leesburg, GA 31763	2 Year Term Expiring on 03/25/2023

Treasurer is required to be the Finance Director for Lee County. All members must be citizens of Lee County. Meetings are held as needed.

Kaitlyn Sawyer

Subject:

FW: Lee County Community Foundation Board of Trustees

From: mwhit1976@yahoo.com <mwhit1976@yahoo.com>

Sent: Tuesday, February 22, 2022 10:21 AM

To: Payton Harris <payton.harris@lee.ga.us>

Cc: Kaitlyn Sawyer <kaitlyn.sawyer@lee.ga.us>

Subject: Re: Lee County Community Foundation Board of Trustees

Good morning Payton,

I would like to be reappointed to the Lee County Community Foundation Board of Trustees. Please call or email me any additional information is needed.

Thank you and have a wonderful day.

[Sent from Yahoo Mail for iPhone](#)

February 22, 2022

Heather Jones
87 Senah Drive
Leesburg, Georgia 31763

Kaitlyn Sawyer
County Clerk
Lee County Board of Commissioners
102 Starksville Avenue North
Leesburg, Georgia 31763

Dear Ms. Sawyer,

I would like to be reappointed to the Board of Trustees for the Lee County Community Foundation Board. I have served on the Board for the last 8 years in the capacity of Treasurer.

I have lived in Lee County for the past 26 years as well as work in Lee County. I feel that my experience as the Finance Director for the Lee County Board of Commissioners as well as my love for Lee County and its desire to grow would be a great asset to the Board.

Thank you for your consideration.

Sincerely,


Heather Jones

Kaitlyn Sawyer

Subject: FW: Lee County Community Foundation Board of Trustees

From: Jim S. Nix <jimsnix@mchsi.com>
Sent: Friday, March 4, 2022 11:27 AM
To: Payton Harris <payton.harris@lee.ga.us>
Subject: Re: Lee County Community Foundation Board of Trustees

Dear Ms Harris,

Please consider this my letter advising you that I would like to be re-appointed to the Lee County Foundation Board of Trustees. I am sorry you had to notify me twice but I have had to do extra book work for my church.

Thank you and have a good day.

Sincerely,

Ann Nix

On 3/3/2022 12:34 PM, Payton Harris wrote:

Good Afternoon Ms. Nix,

Your two year term on the Lee County Community Foundation Board of Trustees expires on Tuesday, March 22, 2022. Appointments for this board will be brought to the Board of Commissioners meeting on Tuesday, March 8, 2022. If you wish to be reappointed, please send me written notification by Friday, March 4, 2022.

Thank you,

Payton Harris

Administrative Assistant/Receptionist
Lee County Board of Commissioners
102 Starksville Avenue North
Leesburg, Georgia 31763
Phone: (229) 759-6000
FAX: (229) 759-6050
payton.harris@lee.ga.us
www.lee.ga.us



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**MEMORANDUM
LEE COUNTY BOARD
OF COMMISSIONERS**

TO: Honorable Board of County Commissioners
SUBJECT: Inmate Medical Services RFP
MEETING DATE: Tuesday, March 8, 2022

MOTION/RECOMMENDATION

Motion to authorize staff to put out a bid for inmate medical services.

BACKGROUND

The current annual Correctional Health Services agreement with Southeast Correctional Medical Group will expire June 30, 2022. Publishing a Request for Proposals in the spring will hopefully allow for seamless implementation and uninterrupted services come July 1, 2022.

ATTACHMENTS

NONE

Housing Authority Board – Lee County

District	Name & Address	Term	Appointing Authority
Resident	Latrisha Bell 122 B Academy Ave. P.O. Box 798 Leesburg, GA 31763	1 Year Term Expiring on 03/31/2022	County
2	Jennifer Johnston 137 Winifred Road Leesburg, GA 31763	5 Year Term Expiring on 08/31/2025	County
2	Gwendolyn Meriweather 199 Fairethorne Drive Leesburg, GA 31763	5 Year Term Expiring on 08/31/2026	County
2	James C. Ivey, Jr. 149 Deer Trace Drive Leesburg, GA 31763	5 Year Term Expiring on 08/31/2023	County
5	Christopher Prokesh 111 Aubry Court Leesburg, GA 31763	5 Year Term Expiring on 06/30/2024	County
4	Kerrie Davis 169 Huntingdon Dr Leesburg, GA 31763	5 Year Term Expiring on 06/30/2026	County

All members must be Lee County residents. Meetings are held on a quarterly basis on the third Tuesday of January, April, July and October at 5:30 P.M. at 521 Pine Avenue, in Albany, Ga. William Myles, wmyles@albanyha.com- CEO or at 434-4500 telephone or Fax - 434-4502,

sevans@albanyha.com

P.O. Box 485, Albany, GA 31702

Website: <http://portal.hud.gov/hudportal/HUD>

- Mileage is reimbursed for out of town meetings only

Kaitlyn Sawyer

From: Payton Harris
Sent: Friday, March 4, 2022 12:32 PM
To: Kaitlyn Sawyer
Subject: FW: To whom it may concern,

From: Latrisha Bell <latrishab8@gmail.com>
Sent: Friday, March 4, 2022 12:02 PM
To: Payton Harris <payton.harris@lee.ga.us>
Subject: To whom it may concern,

I Latrisha Bell will be honored to serve on the board another year. Thanks



MEMORANDUM

LEE COUNTY BOARD OF COMMISSIONERS

TO: Honorable Board of County Commissioners
SUBJECT: County Updates

2021 CDBG

- Palmyra Mobile Home Park project
- Project application submitted June 4, 2021
- Pre-Application Public Hearing held September 22, 2020
- Recommended County match at \$100,000.00
- \$469,284.00 grant amount awarded to Lee County on September 27, 2021
- Kick-off Meeting – December 2021
- Chad Griffin, Still Water Engineering, to verify the property lines

Agricultural Complex

- Located on 100 acres on Leesburg Bypass — 231 State Route 3
- Proposed plans provided July 29, 2020
 - Including: A boating access point at the creek's edge, the agricultural complex, walking trails, and campsites
- Resolution adopted and lease agreement signed on September 22, 2020 with Georgia Department of Natural Resources for a Boat Ramp
 - Renewed January 11, 2022
 - Estimated Start Date: Fall 2022
 - DNR hired EMC Engineering to survey property for canoe/kayak ramp
- DNR Lease Parcel Survey Estimated Completion: March 2022
- Improvements to the Property
 - Renovation of Covered Building: New roof, fresh paint, picnic tables, electrical system, well
 - Bobby Donley, Lanier Engineering, provided proposed site plan
 - Proposal submitted to the BOC for review
 - Trails: ¼ mile walking trail that runs along a 46 foot high ridgeline above the Kinchafoonee Creek and has a seasonal view of the waterway
 - Eight (8) picnic tables as well as a number of trash cans have been placed along this trail on the creek side
 - Directional signs for the area ordered (i.e. Parking, No Parking, trail markers, boundary signs, etc.)
- Future Improvements
 - Defining the road
 - Rocking the area on top of the ridgeline for a parking area
 - Placing a gate at the trailhead so that the area can be closed to public for safety during high water events
- Planning/Designing Committee created by the Board at the May 11, 2021 meeting
 - **Committee Members:** Art Ford, Tim Sumners, Tom Sumners, Bobby Donley, Lisa Davis, David Dixon, Judy Powell, Commissioner Rick Muggridge, Commissioner Luke Singletary,

County Manager Christi Dockery, Parks & Recreation Director Jeremy Morey, Chief Marshal Jim Wright

- **First Meeting:** June 14, 2021
- **Second Meeting:** November 15, 2021
- **Third Meeting:** January 11, 2022

2020 Census Numbers

- Lee County: 33,163
- Smithville: 593
- Leesburg: 3,480

Courthouse Annex and Gymnasium Windows

- Project overseen by Bill Walter, Masonry Restoration Technologies & Services, LLC
- On December 14, 2021, the Board voted unanimously to allow the Courthouse Annex Window Sealant Project and the Gymnasium Window Replacement Project to be added to the existing contract for the Tharp Building Restoration Project for an estimated cost of \$56,840.00
- Courthouse Annex Windows Sealant Project
 - Completion Date: February 2022
- Gymnasium Window Replacement Project
 - Estimated Start Date: March 2022

Extended Water Installation on Hwy 82

- RFQ for design
 - Approved by BOC at April 27, 2021 meeting
 - BOC awarded bid on September 14, 2021 to **Lanier Engineering, Inc.**
- EPD Southwest District Office is currently reviewing the project.
- RFP for Construction
 - Bid Opening: January 6, 2022
 - BOC awarded bid on January 11, 2022 to **Popco, Inc.** to not exceed \$829,621.26
- Project estimated to be complete within 90 days if no issue with obtaining supplies

FEMA

- FEMA has created a new interactive map called Risk Rating 2.0 that shows exactly where flood insurance rates are expected to decrease, increase, or remain the same and by how much
 - <https://www.arcgis.com/apps/dashboards/44d08581aaf14f39bc0da5d02f378007>

GIS Creating Road Layer

- Including road width, length, and speed limits
- On-going

Hospital

- Public Works staff completed a construction entrance road
- Preliminary designs were presented by Matthew Inman of EMC Engineering in January 2019
- Estimated Cost for Road: \$1,498,552.50 (SPLOST VII)
- Construction expected to take approximately 6 to 9 months
- All fees for LCMC land disturbance waived
- ***USACE permit for holding pond designs expires August 2022***
- CON granted
- **Roadway Regrading Project**
 - Matthew Inman, EMC Engineering, Project Engineer
 - SPLOST VII Funds
 - BOC awarded the bid on December 14, 2021 to **Oxford Construction** for \$453,585.00
 - Estimated Start Date: February 2022 (Weather Permitting)

LMIG Funds

- **FY2022**
 - Application Submitted: January 24, 2022

- Application Approved: January 25, 2022
- For use in resurfacing the following roads: Palmyra Road, Story Lane, Haley Drive, Pineridge Drive, Southhill Drive, East Century Road, Cookville Road, Stocks Dairy Road, Woodstone Circle, Waterbury Court, Wayside Court, Winners Court, Groover Street, and Gus Martin Road
- Funds to be Received from GDOT: \$612,489.86
 - Total, with 30% match from Lee County: **\$796,236.82**
- Staff writing RFP Documents

Commercial Land Development Permits

- Artesian City Federal Credit Union
- DeSoto Silicon Ranch
- Finish Line Storage 2
- Forrester Community Church, Forrester Parkway
- Grand Island Redevelopment
- Joseph W. Jones Crematorium
- Ledo Self Storage 2
- Lovers Lane Road Well
- Millright CNC, Pinewood Road
- Mini Warehouse Office, Hwy 82
- Plantation Storage 2
- Oaklee Investment, LLC
- Sumter EMC Pole Yard
- Tidal Wave Auto Spa, Forrester Parkway
- Woodgrain Millwork
- Pheasant Drive Extension
- Oakland Crossings Drive Extension
- Brittany Lakes 2
- Cypress Cove 3
- Groves 4
- Hill Ridge 3
- Live Oak 3
- Quail Valley 4

Pirates Cove

- Eagle Scouts will be building three wooden benches along the inside of the trail
 - To be grounded by cement and made with weather resistance wood

Roads

Pheasant Drive Extension

- Approved by BOC at December 8, 2020 meeting
- Bid Opening: March 8, 2021
- BOC awarded bid on March 9, 2021 to **Zane Grace Construction** for \$74,056.63
 - TSPLOST Funds
- Georgia Power relocated utility pole
 - AT&T and Mediacom completed their line relocation
- Project Began: March 2022

SPLOST VII

- Collection Began: October 1, 2019
- Collection Expires: September 30, 2025

SPLOST VIII

- Possible Ballot Year: 2023 for renewal

Storm Drainage Repair/ Holding Ponds

- Lumpkin Road
 - BOC approved a contract with Lanier Engineering to survey in March 2020
 - Survey completed June 2020
 - BOC currently reviewing plans and options
- Liberty Holding Pond (Doublegate)
 - BOC approved a contract with engineer Mike Talley to design
 - BOC approved a contract with Lanier Engineering to survey in February 2019
 - Estimated Completion: 2021

Tharp Building Repair/Restoration

- Project overseen by Masonry Restoration Technologies & Services, LLC
 - BOC approved contract on **July 9, 2019** for **\$11,765.00**
- Bid Opening: July 8, 2021
- BOC awarded bid on July 13, 2021 to **Midwest Maintenance, Inc.** for \$575,608.00
- Estimated Completion: March 2022
- Replacement mortar to fit the historical profile and not change the character or disposition of the building
 - Composition of the mortar follows the historical formula

TSPLOST

- Collection: April 1, 2019 - March 31, 2024
- Cities and County began receiving revenue in May 2019
- Possible Ballot Year: 2023 for renewal

Utilities Mapping Project

- Purpose: To map all utilities in Lee County
 - Includes water mains, water valves, fire hydrants, sewer lines, sewer manholes, sewer pump stations, fiber, gas, telephone, etc. as well as feature type, pipe size, pipe material, valve size, etc.
- Goal: To have an internet map in ArcGIS Online where utility workers can view utility maps on a tablet in the field.

RFPs and RFQs

Open

No RFPs or RFQs are currently open.

Recently Awarded

Water System Improvement Project- Highway 82

- Bid Opening: January 6, 2022
- BOC awarded bid on January 11, 2022 to **Popco, Inc.** to not exceed \$829,621.26
- BOC awarded Engineering Services, following a RFQ, to **Lanier Engineering** on September 14, 2021
 - Will oversee the project

Consoles for E-911 Center

- Four (4) consoles
- Bid Opening: December 2, 2021
- BOC awarded bid on December 14, 2021 to **Watson Consoles** for \$66,987.56
 - Estimated Completion: June 2022

Oakland Library Lighting

- **Will need to be re-bid**
- FY 2022 MRR Grant – 50%
- Replacing all interior and exterior lighting with LED

- Bid Opening: December 13, 2021
- BOC awarded the bid on December 14, 2021 to **MetroPower, Inc.** for \$38,141.00
 - Estimated Completion: March 2022

Grand Island Roadway Grading Project

- Overseen by Matt Inman, EMC Engineering
- Bid Opening: December 9, 2021
- Bid results to be brought to the Board on December 14, 2021
- BOC awarded the bid on December 14, 2021 to **Oxford Construction** for \$453,585.00
 - Estimated Start Date: February 2022 (Weather Permitting)
- Deadline June 2022

Future

Oakland Library Lighting

- Staff re-writing RFP documents
- Projected Bid Opening: April 2022

2022 LMIG Road Projects

- Staff writing RFP documents
- Projected Bid Opening: April 2022

Residential Garbage Services

- Staff writing RFP Documents
- Projected Bid Opening: April 2022
- Current Contract Expires June 2022

LED Lighting in County Buildings

- Approved by BOC at March 23, 2021 meeting
- Pre-Bid Meeting: April 22, 2021
- Bid Opening: TBD
- Audit completed in November 2021
- Bid to be reopened in 2022

ADA Compliant Website

- Staff writing RFP documents
- Projected Bid Opening: TBD

County Building Painting Services

- Approved by BOC at March 23, 2021 meeting
- Staff writing RFP documents
- Projected Bid Opening: TBD

Courthouse Window Coverings

- Approved by BOC at May 25, 2021 meeting
- Staff writing RFP documents
- Projected Bid Opening: TBD

Flooring Services

- Approved by BOC at April 27, 2021 meeting
- Staff writing RFP documents
- Projected Bid Opening: TBD

Extended Sewer Installation on Hwy 19

- Approved by BOC at June 22, 2021 meeting
- Staff writing RFQ documents
- Projected Bid Opening: TBD



**MEMORANDUM
LEE COUNTY BOARD
OF COMMISSIONERS**

TO: Honorable Board of County Commissioners
SUBJECT: Network Technology Solutions, LLC Contract
MEETING DATE: Tuesday, March 8, 2022

MOTION/RECOMMENDATION

Motion to approve renewing the IT Services Managed Services Contract for Network Technology Solutions (NTS) for two years. Staff recommends approval.

BACKGROUND

The current contract, signed in 2020, is set to expire on March 24, 2022, with the new contract, if approved, to take effect March 25, 2022. There is no change in price from the current contract. The total cost is **\$14,239.97/month**. New contract will expire March 24, 2024.

NTS will continue to honor the cost from the original contract dating back to 2018, both in Professional Services and the included Software, Backup, and Security offerings. There are also no changes made to the services provided. NTS is committed to continuing to provide the same level of service that Lee County has come to expect for years to come.

ATTACHMENTS

Professional Service Agreement from Network Technology Solutions, LLC



This Agreement is entered into by and between Network Technology Solutions LLC (hereinafter referred to as "the Contractor"), a corporation located at 119 East Jackson Street, Thomasville Georgia, for itself and its heirs, executors, administrators, related entities and assigns and Lee County, a corporation located at 102 Starksville Avenue North, Leesburg Georgia (hereinafter referred to as "the Company").

Both the Company and the Contractor are hereinafter referred to individually as "Party" and collectively as "Parties".

WHEREAS the Company requires the services of qualified and experienced personnel for performing certain services more particularly described in Appendix A (hereinafter referred to as "the Technical Services") and

WHEREAS, the Contractor has available the qualified and experienced personnel and is capable of carrying out the Technical services;

NOW, THEREFORE, the parties hereby agree as follows:

1. Duration. This Agreement shall come into force on the date of signing (hereinafter referred to as "the Commencement Date") and shall continue in force for the duration as specified in Appendix A unless terminated in accordance with Clause 9 hereto.

2. Contractor's Obligations.

The Contractor shall:

- 2.1. Perform the Technical Services in a good and workmanlike manner.
- 2.2. Ensure that its personnel meet the required medical and physical standards of the Technical Services to be performed under this Agreement.
- 2.3. Immediately replace at its own expense any of its personnel whose presence in the performance of the Technical Services under the Agreement is regarded by the Company, in its absolute discretion, to be detrimental to the Company's operations or to be otherwise undesirable.

3. Consideration. In consideration of the Services to be performed by the Contractor under this Agreement the Company will pay the Contractor the rates as specified in the Technical Services plus any applicable taxes from the Commencement date for the duration of this agreement. The Contractor shall submit invoices along with written reports itemizing in reasonable detail the dates on which services were performed, and a brief description of the services rendered. The Company shall pay the Contractor the amounts due pursuant to submitted invoices within 30 days after

Network Technology Solutions

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such invoices are received by the Company.

4. Independent Contractors. The Contractor and the Company are independent contractors. Neither party is an employee, agent, or representative of the other party. Neither party shall have any right, power, or authority to enter into any agreement for or on behalf of the other party, or to incur any obligation or liability or otherwise bind the other party. This Agreement does not create an association, joint venture, or partnership between the parties nor imposes any partnership liability upon either party.

5. Warranties.

5.1. The Contractor warrants that the Contractor has the right to enter into this Agreement and further warrants:

- a. each of its employees assigned to perform services under this agreement shall have the proper skill, training and background to perform in a competent and professional manner;
- b. that the Contractor shall at all times comply with the Company's security provisions and other Company policies and procedures made known to the Contractor;
- c. that the Contractor shall not violate or infringe upon any third party rights, including but not limited to property, contract, employment, trade secret, confidential and proprietary information, or any trademark, copyright or patent rights;
- d. that the Contractor shall not violate any applicable federal, state, or local laws, rules or regulations in the performance of the Technical Services.

6. Indemnification

6.1. The Contractor shall indemnify and hold the Company, its officers, employees and agents harmless from any and all claims, liability damages, losses and expenses arising from:

- a. any personal injury (or death) or damage of any property arising out of or in any way connected with any act or omission by the Contractor in the provision of services under this Agreement;
- b. any taxes, license fees or other payments owned by the Contractor to any governmental agency as a result of any services provided hereunder, any

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compensation owned to any employee of the Contractor for services provided hereunder, or any determination that the Contractor is not an independent contractor; and

- c. any claim by a third party that the work or materials provided by the Contractor hereunder infringes a copyright, patent, trade secret or other intellectual property right of such third party.

6.2. The Company shall indemnify and hold the Contractor, its officers, employees and agents harmless from any and all claims, liability damages, losses and expenses arising from:

- a. any personal injury (or death) or damage of any property arising out of or in any way connected with any act or omission by the Company in the provision of services under this Agreement;
- b. any taxes or other payments owned by the Company to any governmental agency as a result of any materials or services provided hereunder, any compensation owned to any employee of the Company for services provided hereunder; and
- c. any claim by a third party that the work or materials provided by the Company hereunder infringes a copyright, patent, trade secret or other intellectual property right of such third party.

7. **Insurance.** The Contractor shall procure and maintain for itself and its employees all insurance coverage as required by Federal or State law, including workers' compensation insurance.

8. Confidentiality.

8.1. The Contractor agrees that all information regarding the terms, conditions, rates and other matters contained in this Agreement and all information regarding the Company's operations obtained by the Contractor in the performance of the Technical Services under this Agreement shall be considered CONFIDENTIAL and shall not be divulged by the Contractor or its employees to any person, firm or corporation, other than the Company, without the Company's prior written consent. The Contractor further agrees that if any information is released to third parties as provided for in this Agreement that such third party shall adhere to the requirement of confidentiality. The Contractor further agrees that any breach of this Article shall constitute sufficient grounds for which the Company may terminate this Agreement without notice. This covenant shall survive the termination or expiration of this Agreement.

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- 8.2. The Company agrees that all information regarding the terms, conditions and rates and other matters contained in this Agreement shall be considered CONFIDENTIAL and shall not be divulged to any person, firm or corporation without the Contractor's written consent. This covenant shall survive the termination or expiration of this Agreement.
- 8.3. The Parties acknowledge that the Company and the Contractor each own valuable trade secrets, and other confidential information. Such information may include software code, routines, data, know-how, designs, inventions and other tangible and intangible items. All such information owned by the parties is defined as "Confidential Information". This provision does not apply to Confidential Information that is
- a. in the public domain through no fault of the receiving party,
 - b. was independently developed as shown by documentation,
 - c. is disclosed to others without similar restrictions, or
 - d. was already known by the receiving party.
- 8.4. Notwithstanding the foregoing provisions of this Paragraph, in the event that Company receives a request for the production of documents under the Georgia Open Records Act which involves the production of confidential information as defined under this Contract, Company shall immediately notify Contractor of such request, but nothing in this Contract shall be construed to prohibit Company from lawfully responding to such Open Records request as it is required to do under the Georgia Open Records Act.
- 8.5. Notwithstanding the foregoing provisions of this Paragraph, in the event that Company receives a notice to produce, a subpoena, or similar request or demand for the production of documents which involves the production of confidential information as defined under this Contract to a court, or to an administrative, judicial, quasi-judicial, or investigative body, Company shall immediately notify Contractor of such request, but nothing in this Contract shall be construed to prohibit Company from lawfully responding to such notice, subpoena, or similar request.

9. Termination.

- 9.1. Either party may terminate this Agreement by giving the other party thirty days prior written notice of its election to terminate. In such case, the Company agrees to pay the Contractor for all charges and expenses incurred by the

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Contractor up to the termination date. In addition, the Company agrees to buy out the remaining time of all third party products listed in Appendix A.

9.2. Either party may terminate this Agreement upon ten (10) days prior written notice to the other party if the other party is in default of any provision of this Agreement and such default is not cured within the ten (10) day period.

9.3. Upon termination of this Agreement, the Contractor shall cease all work and shall promptly provide the Company, without additional cost to the Company, all work and materials developed by the Contractor under this Agreement. The Contractor shall also return to the Company all materials and Confidential Information provided to the Contractor in connection with this Agreement.

10. Solicitation. Unless otherwise mutually agreed to by the parties in writing, the parties agree that they will not hire or solicit the employment of any personnel of the other party during the term of this agreement and for a period of one (1) year after the termination of this agreement.

11. Publicity and Trademarks. Neither party shall publicize or use the name or trademarks of the other party in any manner, or those of the Company's clients, without the prior written consent of the other party.

12. Force Majeure. Either party shall not be responsible for failure to perform under this Agreement when its failure results from any of the following causes: Acts of God or public enemies, civil war, insurrection or riot, fire, flood, explosion, earthquake or serious accident, strike, labor trouble or work interruption, loss of an IP address or other disruption to Internet connection, or any cause beyond its reasonable control.

13. Limitation of Liability. Except for damages arising from any noncompliance with sections 5, 6, and 8 in no event shall either party be liable for loss of profits, or for any indirect, incidental or special damages, however caused even if advised of the possibility such damages.



14. Notices. Any notice, request, authorization, direction, or other communication under this Agreement shall be given in writing and delivered in person, email, facsimile or by certified or first-class United States mail, properly addressed and stamped with the required postage to the appropriate party at the address set below:

Notices to the Company:

Lee County

c/o _____

Address: _____

City/State/Zip: _____

Phone: _____

Fax: _____

Notices to the Contractor

Network Technology Solutions, LLC

c/o Matthew Bradshaw

119 East Jackson Street,

Thomasville, Georgia 31792

Phone: 229-226-2110

Fax: 229-226-2495

15. Nonwaiver. The failure of either party to insist upon or enforce strict conformance by the other party of any provision of this Agreement or to exercise any right under this Agreement shall not be construed as a waiver or relinquishment of such party's right unless made in writing and shall not constitute any subsequent waiver or relinquishment.

16. Cumulative Remedies. The rights and remedies afforded to either party pursuant to any provision of this Agreement are in addition to and do not in any way limit any other rights or remedies afforded to either party by any other provision of this Agreement or by law. All such rights and remedies are cumulative and may be exercised singularly or concurrently.

17. Successors and Assigns. Neither party may assign any rights hereunder without the prior written consent of the other party. Any assignment of rights shall not work as a novation of obligations thereunder without written agreement. Any attempt to assign any rights, duties, or obligations hereunder without the other party's written consent will be void. Notwithstanding the above, either party may assign this Agreement to a surviving entity in connection with any merger, acquisition or consolidation.

18. Survival. Sections 5, 6, 8, 10 and 11 shall survive any termination of this Agreement.

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19. Entire Agreement. This Agreement and its attachment(s) set forth the entire agreement between the parties and supersede any and all prior or contemporaneous agreements of the parties with respect to the subject matter contained herein. The Company shall not be bound by, and specifically objects to, any term, condition, or other provision inconsistent with or in addition to any provision of this Agreement that is submitted by the Contractor in any correspondence or any other document, unless the Company specifically agrees to such provision in a written instrument signed by an authorized representative of the Company. No change, amendment, or modification of any provision of this Agreement shall be valid unless set forth in a written instrument signed by both parties.

20. Applicable Law. This Agreement shall be governed by the laws of the State of Georgia. The invalidity or unenforceability of any provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

IN WITNESS WHEREOF, the parties hereto, each acting under due and proper authority, have executed this Agreement as of the date last written below.

COMPANY:

CONTRACTOR:

Lee County

Network Technology Solutions, LLC

By: _____
Authorized Representative

By: _____
Authorized Representative

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

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119 East Jackson Street Thomasville Georgia 31792



Appendix A

Components

- The client will have two engineers assigned to them who will familiar with all aspects of the network and IT plans and policies. There will be a primary engineer and a secondary engineer however they will both be involved in network operations on a daily basis.
 - Primary Engineer: Matthew Bradshaw, Senior Engineer
 - Secondary Engineer: Scott Smith, Senior Engineer
- Server Maintenance and Support
 - NTS will provide all maintenance and support on the hardware and operating system on the current physical and/or virtual servers (13 Total). The support will include troubleshooting problems and making recommendations to resolve those problems as well as implementing the resolutions. NTS will support the operating systems of these devices as long as the operating system vendor offers full support of those products and the client has support agreements or agrees to purchase support with the operating system vendor as needed. If vendor support is no longer provided then NTS will make a best effort to resolve the issue.
- Workstation Maintenance and Support
 - This Support Agreement does not include workstation maintenance and support. NTS will provide pay-by-the-hour maintenance and support on the hardware and operating system on the current workstations, laptops, thin clients, and handhelds. The support will include troubleshooting problems and making recommendations to resolve those problems as well as implementing the resolutions. NTS will support the operating systems of these devices as long as the operating system vendor offers full support of those products and the client has support agreements or agrees to purchase support with the operating system vendor as needed. If vendor support is no longer provided then NTS will make a best effort to resolve the issue.
- Application Maintenance and Support
 - NTS will provide support on all applications that reside on all Servers covered in the agreement including troubleshooting and making recommendations as well as implementing those recommendations. NTS will support the software as long as the vendor offers full support of those products and the configuration meets the requirements of the vendor and the client has support agreements or agrees to purchase support agreements from the vendor as needed. If vendor support is no longer provided then NTS will make a best effort to resolve the issue.



- Infrastructure Maintenance and Support
 - NTS will provide maintenance and support on all routers, switches, firewalls, intrusion detection and prevention systems, wireless, and other infrastructure devices not owned and operated by another Third Party Vendor (unless the Vendor provides NTS with access and permission to make changes). NTS will provide support on the devices as long as the vendor offers full support of those products and the client has support agreements or agrees to purchase support agreements with the vendor as needed. If vendor support is no longer provided then NTS will make a best effort to resolve the issue.
- General Support
 - NTS will provide support to the client's staff in relation to these items (as described above). NTS will provide Priority 1 Support. This is the highest level of support NTS provides and is defined below along with the corresponding response time goals:
 - Critical / Urgent Issues (generally defined as work stoppage for the majority of users or a key resource or system is not available). An acknowledgement of this request within 15 minutes. Phone support within 1 hour and on-site support within 4 hours.
 - Non-Critical / Urgent Issues (generally defined as a sudden or intermittent disruption of service for a limited number of users and/or system resource disruption that is not critical or a key resource. An acknowledgement of this request within 1 hour. Phone support within 4 hours and on-site support within 24 hours (or as scheduled).
 - Scheduled, Planned or Expected Issues (generally defined as an expected issue or event). Due to the nature of this type of event support will be scheduled.
 - Support includes meetings, operational issues and events, policy and procedure development, as well as network review and design in relation to all the above named systems. NTS recommends at least one monthly meeting to review progress and will be glad to participate as a member of your technology or IT committee. For devices managed and supported by other vendors, NTS will liaise with those vendors as needed.
 - An inventory and monitoring system will be installed to monitor hardware, resources, and connectivity for issues 24x7 and send alerts upon detection.
 - A support ticketing system will be installed to provide on-site help desk the ability to track tickets and escalate issues to NTS.



- Maintenance
 - See the attached document **Maintenance Tasks** for the list and frequency of standard maintenance that will be performed. These tasks may change based on changes in technology and infrastructure.
- Items Not Covered Under Support
 - Workstations, Laptops, Thin Clients, Handhelds, Printers, End-User issues not directly related to issues with the servers and/or network infrastructure, telephony, cabling, UNIX, AS400, Camera Systems and other systems not specifically included as above.
 - NTS will provide support on how each of these systems integrates with each other and integration with the network. Hardware and software additions are not included in this agreement, unless specified as included in this Appendix, and will be setup as a project (new branch, new software integration, etc.). Integration of new systems into the maintenance program will be evaluated on a case by case basis and additional monthly fees, if any, will be agreed upon in advance.
 - NTS will provide support for these items not covered but it will be based on a reduced rate of \$135.00 an hour for an engineer and \$100.00 an hour for a technician. Time is billed in 5 minute increments. Travel time is billed one-way based on the appropriate hourly rate (for items outside of the support agreement only).

Responsibilities of the Company

- The company will provide NTS with a single primary point of contact for all day to day operations.
- The company will provide a list of personnel who may approve changes and/or additional work outside of this agreement.
- The company will provide NTS with access to vendor support on 3rd party applications and hardware. This can be accomplished by providing NTS with the correct support information and authority to contact the vendor or to an employee who can assist NTS when necessary to gain access to the vendor support system.



Costs

Item	Monthly Cost
NTS Infrastructure & Server Management, 24x7 Monitoring, Priority 1 Support	\$11,630.00
NTS Support Request and Ticketing System - included	\$0.00
NTS Microsoft and Third Party Patch Management – included	\$0.00
Barracuda Backup 690 6TB	\$857.00
Barracuda Essentials Email Compliance – 330 Users	\$891.00
KnowBe4 Platinum Phishing and Employee Training – 330 Users	\$323.07
Airwatch Mobile Device Management – 40 Licenses (Laptops) + Global Protect	\$538.90

Total Monthly Cost: \$14,239.97

This Agreement is valid for a term of 2 years. After 2 years, both parties may agree to renew this Agreement for an additional 2 year term. Pricing for Third Party products is subject to change at the next renewal and is not guaranteed after the initial 2 year term. If the Company decides to terminate this Agreement before the end of the 2 year term, they agree to buyout any remaining time on the Third Party products including Barracuda Backup 690 6TB, Barracuda Essentials Email Compliance, KnowBe4 Platinum Phishing and Employee Training, and Airwatch Mobile Device Management.

Additional work outside of the agreement including projects will be at the reduced rate of \$135.00 an hour for an engineer and \$100.00 an hour for a technician including one-way travel for on-site tasks.

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NTS Maintenance

Daily Tasks

Task Name	Task Description
Backup	Review each backup job and document findings. Work to correct issues as they arise.
IDS/IPS	Check IDS/IPS alerts since last check. Document and research each alert and address suspect intrusions immediately.
Firewall Report Review	Review daily firewall report.
Replication	Ensure any replication and/or scripted copies are working (if applicable).

Weekly Tasks

Task Name	Task Description
Log Review	Review all appropriate logs for critical errors: application log, security log, service log, messages log, etc.
Antivirus Status	Check antivirus status (is it installed and running, etc). Verify definitions are current. Review any events that have occurred since last review. Review scan history and last date of completion.
Disk Status	Check disk status. Verify hard drives are online and volumes are healthy (utilize tools such as Dell Open Manage).
Disk Space	Monitor disk space and clear temp files and other unnecessary files as needed.
Service Status	Monitor all critical services.
Updates	Apply updates to any groups as necessary (monthly tasks includes applying initial updates but this would be necessary in environments that roll out updates in stages)

Monthly Tasks

Task Name	Task Description
External Vulnerability Scan	Scan all external IP addresses for any vulnerability.
Internal Vulnerability Scan	Scan internal servers and test workstations for vulnerabilities.
Clean Directory	Remove servers, workstations, users, and other objects from the directory that are no longer in the organization or in use.
Clean Network Services	Remove servers and workstations from DHCP, DNS, Antivirus, Monitoring, Patch Management, etc. that are no longer in the organization.
Disk Defragmentation	Schedule disk defragmentation on all Windows physical servers.
Backup Test Restore	Randomly select and restore files from backup and verify their integrity.



Quarterly Tasks

Task Name	Task Description
Service Pack	Install any Windows service pack and/or major application service packs (Exchange, SQL, etc). Wait a minimum of 3 months after service pack is release before deploying to allow time for initial patching and testing.
SQL Maintenance	Perform appropriate maintenance for the specific database where needed.
Review of Backup Jobs	Review the selections for all backup jobs and determine if all appropriate data is being backed up. Review with IT committee to ensure nothing is missed.

Bi-annual Tasks

Task Name	Task Description
Update Network Documentation	Ensure all Network documentation is fully updated.
On-site Visual Inspection	On-site review and inspection of servers and infrastructure.

Annual Tasks

Task Name	Task Description
Disaster Recovery	Perform 1 full server/application restore from backup and document process. Test failover procedures. (Requires appropriate equipment and software)
Antivirus Upgrade	Review and install latest Antivirus software updates as available.
Server Firmware Upgrade	Upgrade all server firmware including BIOS, Backplane, & RAID (and RAID drivers).
Infrastructure Software Upgrade	Install latest software for routers, switches, firewalls, access points, etc. where needed.



MEMORANDUM LEE COUNTY BOARD OF COMMISSIONERS

TO: Honorable Board of County Commissioners

SUBJECT: Flint River Consulting, LLC Contracts

MEETING DATE: Tuesday, March 8, 2022

MOTION/RECOMMENDATION

Motion to approve the annual NPDES Permit Contract and On Call Contract with Flint River Consulting, LLC. Staff recommends approval.

BACKGROUND

The current contracts for Flint River Consulting, LLC. (Mike Talley) are set to expire on March 31, 2022, with the new contracts, if approved, to take effect April 1, 2022.

There was a slight increase in price from the 2021 contracts, as seen below:

2022 NPDES Permit Contract- **\$15,430.00**

2021 NPDES Permit Contract- **\$14,700.00**

2022 On Call Contract- **\$9,240.00**

2021 On Call Contract- **\$8,400.00**

ATTACHMENTS

Professional Service Agreements from Flint River Consulting, LLC



PO Box 71143, Albany, GA 31708
(229) 869-4241

PROFESSIONAL SERVICES AGREEMENT

PROJECT: Lee County NPDES Permit Contract
CLIENT: Lee County
CONTACT: Christi Dockery – County Manager
ADDRESS: 102 Starksville Ave., North, Leesburg, GA 31763
TELEPHONE: 229-759-6000

SCOPE: The intent of this Agreement is for Flint River Consulting, LLC (FRC) to provide consulting services as described in Exhibit A.

SUPPORT INFORMATION: CLIENT will provide survey, documentation, reports, and access to Client’s personnel as required to complete the Scope.

EXCLUSIONS: Services not set forth above as Scope are specifically excluded from the scope of FRC’s services. FRC assumes no responsibility to perform any services not specifically listed in Scope. See exclusions listed in Exhibit A.

FEES: BASIC SERVICES: For services described in Exhibit A, the Lump Sum Fee is **\$15,430**, and shall be billed in twelve (12) equal monthly invoices.

ADDITIONAL SERVICES shall be any service authorized by the CLIENT and provided by FRC which is not specifically included in Scope of work as defined above. **ADDITIONAL SERVICES** shall be reimbursed at FRC standard rates (Exhibit B) for items provided in-house, or direct expenses times a multiplier of 1.10, or negotiated lump sum.

RETAINER for this project is not required.

TERMS: The Terms of the Agreement follow this page.

SCHEDULE: The proposed services shall begin upon Notice to Proceed.

Lee County Board of Commissioners

Flint River Consulting, LLC (FRC)

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A – SCOPE OF WORK

NPDES Permit:

1. Assist Lee County personnel in complying with Lee County's NPDES stormwater permit to include:
 - a. Completing required permit tasks
 - b. Directing County staff on specific permit required tasks
 - c. Performing required field inspections of outfalls and drainage collection system
 - d. Preparing the required Annual Report
 - e. Updating the Board of Commissioners on permit activities throughout the year

Exclusions:

1. If an engineering issue is identified that cannot be reasonably accomplished under one of the above scope items, a scope and fee to investigate/design/study the issue will be provided to the County
2. Specific study areas or projects not covered in the above scope items would qualify as a standalone contract and would not be considered part of this Engineering Services agreement
3. Any areas identified by the engineer as outside his field of study would not be considered part of this Engineering Services agreement
4. Expert witness testimony would not be considered part of this Engineering Services agreement

Exhibit B

Flint River Consulting, LLC
2022 Standard Hourly Rates

<u>Engineering/Landscape Architecture/ROW</u>	<u>Hourly Billing Rate</u>
Project Manager	\$140
Senior Engineer	\$165
Clerical	\$80

TERMS OF THE AGREEMENT

as provided herein.

1. NOTICE TO PROCEED

FRC Receipt of signed Agreement and retainer from CLIENT shall be construed as authorization for FRC to proceed with the work, unless otherwise provided for in the authorization. If CLIENT does not authorize these professional services within 60 days of FRC offer of services, this offer is void.

2. HOURLY RATES

FRC's Standard hourly rates are indicated in an attached exhibit. FRC reserves the right to adjust these rates for future calendar years.

3. DIRECT EXPENSES

FRC's Direct Expenses shall be those costs incurred on or directly for the CLIENT's Project, including but not limited to necessary transportation costs including mileage at FRC's current rate when its, or its employee's, automobiles are used, meals and lodging, laboratory tests and analyses, computer services, word processing services, telephone, printing and binding charges. Reimbursement for these expenses shall be on the basis of actual charges plus 10% when furnished by commercial sources and on the basis of usual commercial charges when furnished by FRC.

4. RETAINER, PAYMENT, SUSPENSION

As stated under "FEES" the CLIENT shall make an initial payment as a retainer, upon execution of this Agreement. The retainer shall be held by FRC and shall be applied against the final invoice. Monthly invoices will be issued by FRC for all work performed under the terms of this agreement. Invoices are due and payable on receipt and shall be considered past due if not paid within 30 calendar days. Interest at the rate of 1½% per month will be charged on all past due amounts, unless not permitted by law, in which case, interest will be charged at the highest amount permitted by law. If the CLIENT is in breach of the payment terms or otherwise is in material breach of this Agreement, FRC may suspend performance of services upon five (5) days notice to the CLIENT. FRC shall have no liability to the CLIENT, and the CLIENT agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this Agreement by the CLIENT. Upon receipt of payment in full of all outstanding sums due from the CLIENT, FRC shall resume services. If FRC's services are suspended for more than ninety (90) days, consecutive or in the aggregate, FRC may terminate this Agreement.

5. COLLECTION COSTS

If the CLIENT fails to make payments when due and FRC incurs any costs in order to collect overdue sums from the CLIENT, the CLIENT agrees that all such collection costs incurred shall immediately become due and payable to FRC. Collection costs shall include, without limitation, legal fees, collection agency fees and expenses, court costs, collection bonds and reasonable FRC staff costs at standard billing rates for the time spent in efforts to collect. This obligation of the CLIENT to pay FRC's collection costs shall survive the term of this Agreement or any earlier termination by either party.

6. TERMINATION

Either CLIENT or FRC may terminate this authorization by giving not less than five (5) days written notice to the other party. In such event CLIENT shall within fifteen (15) days of termination pay FRC in full for all work previously authorized and performed prior to effective date of termination. If no notice of termination is given, relationships and obligations created by this Authorization shall be terminated upon completion of all applicable requirements of this Authorization.

7. OUTSIDE SERVICES

When technical or professional services are furnished by an outside source, when approved by CLIENT, an additional amount shall be added to the cost of these services for FRC's administrative costs,

8. ASSIGNMENT

Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party. Subcontracting to subconsultants normally contemplated by FRC shall not be considered an assignment for purposes of this Agreement.

9. DESIGN WITHOUT CONSTRUCTION PHASE SERVICES

It is understood and agreed that FRC's Basic Services under this Agreement do not include project observation or review of the Contractor's performance or any other construction phase services, and that such services will be provided for by the CLIENT. The CLIENT assumes all responsibility for interpretation of the Plans and Contract Documents and for construction observation and the CLIENT waives any claims against FRC that may be in any way connected thereto. In addition, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless FRC, its officers, directors, employees and subconsultants against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the performance of such services by other persons or entities and from any and all claims arising from modifications, clarifications, interpretations, adjustments or changes made to the Contract Documents to reflect changed field or other conditions, except for claims arising from the sole negligence or willful misconduct of the Engineer. If the Client requests in writing that FRC provide any specific construction phase services, and if FRC agrees in writing to provide such services, then FRC shall be compensated for such as Additional Services.

10. PROFESSIONAL STANDARDS

In providing services under this Agreement, FRC will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. FRC makes no other warranty, express or implied, as to its professional services rendered under this Agreement.

11. LIMITATION OF LIABILITY

To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of FRC and FRC's officers, directors, partners, employees and subconsultants, and any of them, to the CLIENT and anyone claiming by or through the CLIENT, for any and all claims, losses, costs or damages, including attorneys' fees and costs and expert-witness fees and costs of any nature whatsoever or claims expenses resulting from or in any way related to the Project or the Agreement from any cause or causes shall not exceed the total compensation received by FRC under this Agreement. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

12. MEDIATION

In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the CLIENT and FRC agree that all disputes between them arising out of or relating to this Agreement or the Project shall be submitted to nonbinding mediation unless the parties mutually agree otherwise. The CLIENT and FRC further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the Project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with their subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between the parties to all those agreements.

13. LEGAL EXPENSES

In the event of any litigation arising from or related to this Agreement or the services provided under this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs incurred, including staff time, court costs, attorneys' fees and all other related expenses in such litigation. In the event of a non-adjudicative settlement of litigation between the parties or a resolution of a dispute by arbitration, the term "prevailing party" shall be determined by that process. In the event legal action is necessary to enforce the payment terms of this Agreement, FRC shall be entitled to collect from the CLIENT any judgment or settlement sums due, plus reasonable attorneys' fees, court costs and other expenses incurred by FRC in connection therewith and, in addition, the reasonable value of FRC's time and expenses spent in connection with such collection action, computed according to FRC's prevailing hourly rates and expense policies.

14. CONTRACTOR AND SUBCONTRACTOR CLAIMS

The CLIENT agrees, to the fullest extent permitted by law, to limit the liability of FRC and FRC's officers, directors, partners, employees and subconsultants to all construction contractors and subcontractors on the Project for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert witness fees and costs, so that the total aggregate liability of FRC and FRC's subconsultants to all those named shall not exceed FRC's total fee for services rendered on this Project. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising unless otherwise prohibited by law.

15. OWNERSHIP OF INSTRUMENTS OF SERVICE

All reports, drawings, specifications, computer files, field data, notes and other documents and instruments prepared by FRC as instruments of service shall remain the property of FRC. FRC shall retain all common law, statutory and other reserved rights, including the copyright thereto.

16. INFORMATION PROVIDED BY OTHERS

The Client shall furnish, at the Client's expense, all information, requirements, reports, data, surveys and instructions required by this Agreement. FRC may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof.

17. ENGINEER'S OPINION OF PROBABLE COST

In providing opinions of probable cost, the CLIENT understands that FRC has no control over the cost or availability of labor, equipment or materials, or over market conditions or the Contractor's method of pricing, and that FRC's opinions of probable cost are made on the basis of professional judgment and experience. FRC makes no warranty, express or implied, that the bids or the cost of the work will not vary from the opinion of probable cost.

18. CERTIFICATIONS, GUARANTEES AND WARRANTIES

FRC shall not be required to sign any documents, no matter by whom requested, that would result in FRC's having to certify, guarantee or warrant the existence of conditions whose existence FRC cannot ascertain. The CLIENT also agrees not to make resolution of any dispute with FRC or payment of amount due to FRC in any way contingent upon FRC's signing any such certification. Any certification given under this Agreement shall be an expression of FRC's professional opinion to the best of its information, knowledge and belief, and does not constitute a warranty or guarantee by FRC.

19. PROJECT SITE SAFETY

Neither the professional activities of FRC, nor the presence of FRC or its employees and subconsultants at a construction/project site, shall relieve the General Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. FRC and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The CLIENT

agrees that the General Contractor shall be solely responsible for jobsite safety, and warrants that this intent shall be carried out in the CLIENT's contract with the General Contractor. The CLIENT also agrees that the CLIENT, FRC, and FRC's subconsultants shall be indemnified by the General Contractor and shall be made additional insureds under the General Contractor's policies of general liability insurance.

20. HAZARDOUS MATERIALS

A. SUSPENSION OF SERVICES

Both parties acknowledge that FRC's scope of services does not include any services related to the presence of any hazardous or toxic materials. In the event FRC or any other party encounters any hazardous or toxic materials, or should it become known to FRC that such materials may be present on or about the jobsite or any adjacent areas that may affect the performance of FRC's services, FRC may, at its option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until the CLIENT retains appropriate consultants or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the jobsite is in full compliance with all applicable laws and regulations.

B. INDEMNITY

The CLIENT agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless FRC, its officers, partners, employees and consultants (collectively, FRC) from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or materials that exist on, about or adjacent to the Project site, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability or any other cause of action, except for the sole negligence or willful misconduct of FRC.

C. DEFINITION

As used in this Agreement, the term hazardous materials shall mean any substances, including but not limited to asbestos, toxic or hazardous waste, PCBs, combustible gases and materials, petroleum or radioactive materials (as each of these is defined in applicable federal statutes) or any other substances under any conditions and in such quantities as would pose a substantial danger to persons or property exposed to such substances at or near the Project site.

21. SEVERABILITY

Any term or provision of this Agreement found to be invalid under any applicable statute or rule of law shall be deemed omitted and the remainder of this Agreement shall remain in full force and effect.

22. ENTIRE AGREEMENT

This Agreement is the entire Agreement between the Client and the FRC. It supersedes all other communications, understandings and agreements, whether oral or written. Amendments to this Agreement must be in writing and signed by both the Client and the FRC.



PO Box 71143, Albany, GA 31708
(229) 869-4241

PROFESSIONAL SERVICES AGREEMENT

PROJECT: Lee County On Call Contract
CLIENT: Lee County
CONTACT: Christi Dockery – County Manager
ADDRESS: 102 Starksville Ave., North, Leesburg, GA 31763
TELEPHONE: 229-759-6000

SCOPE: The intent of this Agreement is for Flint River Consulting, LLC (FRC) to provide consulting services as described in Exhibit A.

SUPPORT INFORMATION: CLIENT will provide survey, documentation, reports, and access to Client’s personnel as required to complete the Scope.

EXCLUSIONS: Services not set forth above as Scope are specifically excluded from the scope of FRC’s services. FRC assumes no responsibility to perform any services not specifically listed in Scope. See exclusions listed in Exhibit A.

FEES: BASIC SERVICES: For services described in Exhibit A, the Lump Sum Fee is **\$9,240**, and shall be billed in twelve (12) equal monthly invoices.

ADDITIONAL SERVICES shall be any service authorized by the CLIENT and provided by FRC which is not specifically included in Scope of work as defined above. **ADDITIONAL SERVICES** shall be reimbursed at FRC standard rates (Exhibit B) for items provided in-house, or direct expenses times a multiplier of 1.10, or negotiated lump sum.

RETAINER for this project is not required.

TERMS: The Terms of the Agreement follow this page.

SCHEDULE: The proposed services shall begin upon Notice to Proceed.

Lee County Board of Commissioners

Flint River Consulting, LLC (FRC)

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A – SCOPE OF WORK

General Engineering:

1. On call general engineering services to include, but not limited to:
 - a. Consultation on drainage/flooding issues within the County
 - b. Assist with floodplain administration
 - c. Provide assistance with other utility issues within the County
 - d. Attend Board of Commissioners meetings as directed

Site Plan Review:

1. Review site development plans for drainage compliance with the Lee County Code of Ordinances
2. Provide guidance to County staff on drainage issues related to site development
3. Perform final inspections for development work prior to issuance of a certificate of occupancy

Exclusions:

1. If an engineering issue is identified that cannot be reasonably accomplished under one of the above scope items, a scope and fee to investigate/design/study the issue will be provided to the County
2. Specific study areas or projects not covered in the above scope items would qualify as a standalone contract and would not be considered part of this Engineering Services agreement
3. Any areas identified by the engineer as outside his field of study would not be considered part of this Engineering Services agreement
4. Expert witness testimony would not be considered part of this Engineering Services agreement
5. Performance bond inspections after final inspection – these can be performed on an hourly basis and are outside the scope and fee for this contract.

Exhibit B

Flint River Consulting, LLC
2022 Standard Hourly Rates

<u>Engineering/Landscape Architecture/ROW</u>	<u>Hourly Billing Rate</u>
Project Manager	\$140
Senior Engineer	\$165
Clerical	\$80

TERMS OF THE AGREEMENT

as provided herein.

1. NOTICE TO PROCEED

FRC Receipt of signed Agreement and retainer from CLIENT shall be construed as authorization for FRC to proceed with the work, unless otherwise provided for in the authorization. If CLIENT does not authorize these professional services within 60 days of FRC offer of services, this offer is void.

2. HOURLY RATES

FRC's Standard hourly rates are indicated in an attached exhibit. FRC reserves the right to adjust these rates for future calendar years.

3. DIRECT EXPENSES

FRC's Direct Expenses shall be those costs incurred on or directly for the CLIENT's Project, including but not limited to necessary transportation costs including mileage at FRC's current rate when its, or its employee's, automobiles are used, meals and lodging, laboratory tests and analyses, computer services, word processing services, telephone, printing and binding charges. Reimbursement for these expenses shall be on the basis of actual charges plus 10% when furnished by commercial sources and on the basis of usual commercial charges when furnished by FRC.

4. RETAINER, PAYMENT, SUSPENSION

As stated under "FEES" the CLIENT shall make an initial payment as a retainer, upon execution of this Agreement. The retainer shall be held by FRC and shall be applied against the final invoice. Monthly invoices will be issued by FRC for all work performed under the terms of this agreement. Invoices are due and payable on receipt and shall be considered past due if not paid within 30 calendar days. Interest at the rate of 1½% per month will be charged on all past due amounts, unless not permitted by law, in which case, interest will be charged at the highest amount permitted by law. If the CLIENT is in breach of the payment terms or otherwise is in material breach of this Agreement, FRC may suspend performance of services upon five (5) days notice to the CLIENT. FRC shall have no liability to the CLIENT, and the CLIENT agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this Agreement by the CLIENT. Upon receipt of payment in full of all outstanding sums due from the CLIENT, FRC shall resume services. If FRC's services are suspended for more than ninety (90) days, consecutive or in the aggregate, FRC may terminate this Agreement.

5. COLLECTION COSTS

If the CLIENT fails to make payments when due and FRC incurs any costs in order to collect overdue sums from the CLIENT, the CLIENT agrees that all such collection costs incurred shall immediately become due and payable to FRC. Collection costs shall include, without limitation, legal fees, collection agency fees and expenses, court costs, collection bonds and reasonable FRC staff costs at standard billing rates for the time spent in efforts to collect. This obligation of the CLIENT to pay FRC's collection costs shall survive the term of this Agreement or any earlier termination by either party.

6. TERMINATION

Either CLIENT or FRC may terminate this authorization by giving not less than five (5) days written notice to the other party. In such event CLIENT shall within fifteen (15) days of termination pay FRC in full for all work previously authorized and performed prior to effective date of termination. If no notice of termination is given, relationships and obligations created by this Authorization shall be terminated upon completion of all applicable requirements of this Authorization.

7. OUTSIDE SERVICES

When technical or professional services are furnished by an outside source, when approved by CLIENT, an additional amount shall be added to the cost of these services for FRC's administrative costs,

8. ASSIGNMENT

Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party. Subcontracting to subconsultants normally contemplated by FRC shall not be considered an assignment for purposes of this Agreement.

9. DESIGN WITHOUT CONSTRUCTION PHASE SERVICES

It is understood and agreed that FRC's Basic Services under this Agreement do not include project observation or review of the Contractor's performance or any other construction phase services, and that such services will be provided for by the CLIENT. The CLIENT assumes all responsibility for interpretation of the Plans and Contract Documents and for construction observation and the CLIENT waives any claims against FRC that may be in any way connected thereto. In addition, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless FRC, its officers, directors, employees and subconsultants against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the performance of such services by other persons or entities and from any and all claims arising from modifications, clarifications, interpretations, adjustments or changes made to the Contract Documents to reflect changed field or other conditions, except for claims arising from the sole negligence or willful misconduct of the Engineer. If the Client requests in writing that FRC provide any specific construction phase services, and if FRC agrees in writing to provide such services, then FRC shall be compensated for such as Additional Services.

10. PROFESSIONAL STANDARDS

In providing services under this Agreement, FRC will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. FRC makes no other warranty, express or implied, as to its professional services rendered under this Agreement.

11. LIMITATION OF LIABILITY

To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of FRC and FRC's officers, directors, partners, employees and subconsultants, and any of them, to the CLIENT and anyone claiming by or through the CLIENT, for any and all claims, losses, costs or damages, including attorneys' fees and costs and expert-witness fees and costs of any nature whatsoever or claims expenses resulting from or in any way related to the Project or the Agreement from any cause or causes shall not exceed the total compensation received by FRC under this Agreement. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

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In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the CLIENT and FRC agree that all disputes between them arising out of or relating to this Agreement or the Project shall be submitted to nonbinding mediation unless the parties mutually agree otherwise. The CLIENT and FRC further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the Project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with their subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between the parties to all those agreements.

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In the event of any litigation arising from or related to this Agreement or the services provided under this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs incurred, including staff time, court costs, attorneys' fees and all other related expenses in such litigation. In the event of a non-adjudicative settlement of litigation between the parties or a resolution of a dispute by arbitration, the term "prevailing party" shall be determined by that process. In the event legal action is necessary to enforce the payment terms of this Agreement, FRC shall be entitled to collect from the CLIENT any judgment or settlement sums due, plus reasonable attorneys' fees, court costs and other expenses incurred by FRC in connection therewith and, in addition, the reasonable value of FRC's time and expenses spent in connection with such collection action, computed according to FRC's prevailing hourly rates and expense policies.

14. CONTRACTOR AND SUBCONTRACTOR CLAIMS

The CLIENT agrees, to the fullest extent permitted by law, to limit the liability of FRC and FRC's officers, directors, partners, employees and subconsultants to all construction contractors and subcontractors on the Project for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert witness fees and costs, so that the total aggregate liability of FRC and FRC's subconsultants to all those named shall not exceed FRC's total fee for services rendered on this Project. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising unless otherwise prohibited by law.

15. OWNERSHIP OF INSTRUMENTS OF SERVICE

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16. INFORMATION PROVIDED BY OTHERS

The Client shall furnish, at the Client's expense, all information, requirements, reports, data, surveys and instructions required by this Agreement. FRC may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof.

17. ENGINEER'S OPINION OF PROBABLE COST

In providing opinions of probable cost, the CLIENT understands that FRC has no control over the cost or availability of labor, equipment or materials, or over market conditions or the Contractor's method of pricing, and that FRC's opinions of probable cost are made on the basis of professional judgment and experience. FRC makes no warranty, express or implied, that the bids or the cost of the work will not vary from the opinion of probable cost.

18. CERTIFICATIONS, GUARANTEES AND WARRANTIES

FRC shall not be required to sign any documents, no matter by whom requested, that would result in FRC's having to certify, guarantee or warrant the existence of conditions whose existence FRC cannot ascertain. The CLIENT also agrees not to make resolution of any dispute with FRC or payment of amount due to FRC in any way contingent upon FRC's signing any such certification. Any certification given under this Agreement shall be an expression of FRC's professional opinion to the best of its information, knowledge and belief, and does not constitute a warranty or guarantee by FRC.

19. PROJECT SITE SAFETY

Neither the professional activities of FRC, nor the presence of FRC or its employees and subconsultants at a construction/project site, shall relieve the General Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. FRC and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The CLIENT

agrees that the General Contractor shall be solely responsible for jobsite safety, and warrants that this intent shall be carried out in the CLIENT's contract with the General Contractor. The CLIENT also agrees that the CLIENT, FRC, and FRC's subconsultants shall be indemnified by the General Contractor and shall be made additional insureds under the General Contractor's policies of general liability insurance.

20. HAZARDOUS MATERIALS

A. SUSPENSION OF SERVICES

Both parties acknowledge that FRC's scope of services does not include any services related to the presence of any hazardous or toxic materials. In the event FRC or any other party encounters any hazardous or toxic materials, or should it become known to FRC that such materials may be present on or about the jobsite or any adjacent areas that may affect the performance of FRC's services, FRC may, at its option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until the CLIENT retains appropriate consultants or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the jobsite is in full compliance with all applicable laws and regulations.

B. INDEMNITY

The CLIENT agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless FRC, its officers, partners, employees and consultants (collectively, FRC) from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or materials that exist on, about or adjacent to the Project site, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability or any other cause of action, except for the sole negligence or willful misconduct of FRC.

C. DEFINITION

As used in this Agreement, the term hazardous materials shall mean any substances, including but not limited to asbestos, toxic or hazardous waste, PCBs, combustible gases and materials, petroleum or radioactive materials (as each of these is defined in applicable federal statutes) or any other substances under any conditions and in such quantities as would pose a substantial danger to persons or property exposed to such substances at or near the Project site.

21. SEVERABILITY

Any term or provision of this Agreement found to be invalid under any applicable statute or rule of law shall be deemed omitted and the remainder of this Agreement shall remain in full force and effect.

22. ENTIRE AGREEMENT

This Agreement is the entire Agreement between the Client and the FRC. It supersedes all other communications, understandings and agreements, whether oral or written. Amendments to this Agreement must be in writing and signed by both the Client and the FRC.

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF LEE COUNTY
REQUESTING THAT A REFERENDUM ELECTION BE HELD ON NOVEMBER 8,
2022 TO AUTHORIZE THE ISSUANCE OF LICENSES FOR THE PACKAGE SALE
OF DISTILLED SPIRITS IN LEE COUNTY, AND FOR OTHER PURPOSES**

=====

WHEREAS, the Board of Commissioners of Lee County has not previously been authorized to issue licenses for the package sale of distilled spirits within the unincorporated area of Lee County; and

WHEREAS, O.C.G.A. §3-4-41 has been amended effective May 4, 2021 so as to authorize such a referendum election upon the adoption of a Resolution from the governing authority of Lee County to request the Election Superintendent to call and conduct such a referendum election in accord with the Georgia Election Code for the purpose of submitting to the qualified voters of the County the question of whether the issuance of licenses for the package sale of distilled spirits in political subdivisions shall be permitted; and

WHEREAS, the Board of Commissioners of Lee County deem it appropriate to provide the citizens of Lee County the right to vote on such a referendum; and

WHEREAS, under O.C.G.A. §21-2-540(c)(2)(B) such a referendum election may be held in even-numbered years on the date of the General Primary, which, in this calendar year, is scheduled for May 24, 2022, or upon the Tuesday after the first Monday in November which, in this calendar year, is November 8, 2022; and

WHEREAS, a special referendum election to be held on the same date as a state-wide General Primary must be called at least 90 days prior to the date of such General Primary in accord with O.C.G.A. §21-2-540(b) and the Board of Commissioners deem it appropriate to request the call of such a special referendum election for Tuesday, November 8, 2022.

NOW THEREFORE, be it resolved by the Board of Commissioners of Lee County, it is hereby resolved by authority of the same, as follows:

1. That the Board of Commissioners of Lee County hereby request that the Election Superintendent of Lee County call and conduct a referendum election to authorize the issuance of licenses for the package sale of distilled spirits in the unincorporated areas of Lee County.
2. The Board of Commissioners further request that the referendum election be held on the Tuesday after the first Monday in November, which shall be November 8, 2022.
3. The question to be voted upon by the voters shall be as follows:

- YES Shall the issuance of licenses for the package sale of distilled
 NO spirits be approved?"

Those desiring to vote in favor of the issuance of such licenses shall vote "Yes". Those desiring to vote against the issuance of such licenses shall vote "No."

4. Such election shall be conducted in all respects in accord with Chapter 2 of Title 21 of the Georgia Code (the "Georgia Election Code").

5. Assuming that the issuance of licenses for the package sale of distilled spirits is approved by the voters, the Board of Commissioners of Lee County shall thereupon adopt all necessary ordinances, resolutions, and regulations regarding such package sales as may be determined necessary and appropriate by said governing body after such voter approval.

BE IT FURTHER RESOLVED that any resolutions or parts of resolutions in conflict herewith are hereby rescinded.

BE IT FURTHER RESOLVED that this Resolution shall become effective upon the date and time that it is adopted by the Board of Commissioners of Lee County, Georgia.

BE IT FURTHER RESOLVED that the Clerk of Lee County shall transmit a true and correct copy of this Resolution to the Lee County Elections Superintendent as soon as reasonably possible after the adoption thereof.

SO RESOLVED, effective this _____ day of _____, 2022.

**Board of Commissioners
of Lee County, Georgia**

By: _____
Billy Mathis, Chairman

Attest: _____
Kaitlyn Sawyer, County Clerk