



BOARD OF COUNTY COMMISSIONERS

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

TUESDAY, APRIL 12, 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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1.	<u>INVOCATION</u> Pastor Lee Smith, Leesburg United Methodist Church, to lead 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 March 22, 2022.	A - C
	(B) Consideration to approve the minutes for the Special Called meeting for the Board of Commissioners for March 22, 2022.	D - G
5.	<u>CONSENT AGENDA</u> NONE	
6.	<u>NEW BUSINESS</u> NONE	
7.	<u>PUBLIC HEARING</u>	
	(A) The Board of Commissioners will hold a Public Hearing for an ordinance updating existing speed limits, as prepared by GDOT.	1 - 17
8.	<u>DEPARTMENTAL MATTERS</u>	
	<u>E-911</u>	
	(A) Consideration to adopt a Proclamation declaring April 10 – 16, 2022 as National Public Safety Telecommunicators Week.	18
	<u>Planning, Zoning & Engineering</u>	
	(B) Consideration to adopt a resolution granting final approval for Hillridge Section Three Subdivision (SD20-015) and accepting deeds of rights-of-way, easements, roads, and water system infrastructure.	19 - 21

9. **CONSTITUTIONAL OFFICERS & GOVERNMENTAL BOARDS/AUTHORITIES**
- (A) Consideration to appoint one (1) member to the **Utilities Authority Board** to fulfill a vacancy for a term of one (1) year. Current term expiring 06/30/2022. Letter of interest received by Levent Gokcen. 22 - 24
- (B) Consideration to ratify a three (3) year Subscription License and Services Agreement with Tyler Technologies for Magistrate Court. 25 - 50
10. **COUNTY MANAGER'S MATTERS**
- (A) Updates on County projects. 51 - 56
- (B) Consideration to award the bid for the 2022 LMIG Road Projects. 57 - 59
11. **COMMISSIONER'S MATTERS**
- (A) Consideration to adopt a resolution in support of the Albany Rails to Trails project. 60 - 61
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, April 26, 2022 at 6:00pm.**
- (B) Offices of the Lee County Board of Commissioners will be **closed Friday, April 15, 2022** in observance of the Good Friday holiday.
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

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TUESDAY, MARCH 22, 2022 AT 6:00 PM
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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, March 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 Luke Singletary, Commissioner Rick Muggridge, and Commissioner George Walls. Staff in attendance was County Manager Christi Dockery, County Clerk Kaitlyn Sawyer, and County Attorney Jimmy Skipper. The meeting was also streamed on Facebook Live.

INVOCATION

Commissioner Rick Muggridge 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 March 8, 2022.**
Commissioner Wheaton made the **MOTION** to approve the minutes for the Board of Commissioners meeting for March 8, 2022. Commissioner Walls seconded the **MOTION**. The **MOTION** was unanimous with Commissioner Singletary and Commissioner Muggridge voting yea.

CONSENT AGENDA

NONE

NEW BUSINESS

- (A) **Recognition of employees' years of service.**
The following employees were recognized:
5 years – Jason Stewart – Firefighter
5 years – Jared Farr – Firefighter/EMT-B
5 years – Stephen Cannady – Firefighter/EMT-A
10 years – Alan McDonald – Captain, Firefighter/Paramedic
15 years – Clinton Hickman – Lieutenant, EMT-I
15 years – David Knight – Lieutenant, EMT-B

PUBLIC HEARING

NONE

DEPARTMENTAL MATTERS

NONE

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 Grand Island grading project is underway and Oxford is working to make the deadline of June; and (2) we have been speaking to representatives with Georgia Power about their county government EV program and potentially placing more EV chargers around the County, such as the Governmental Building on Main Street, located across from the courthouse.

(B) **Consideration to declare vehicles and equipment surplus.**

Commissioner Muggridge made the **MOTION** to declare the following vehicle and equipment surplus to be sold on GovDeals: 2012 FORD F150 – VIN 7819 and a 2001 HONDA ATV – Model 358 – SN 0FM1. Commissioner Wheaton seconded the **MOTION**. The **MOTION** was unanimous with Commissioner Singletary and Commissioner Walls voting yea.

(C) **Consideration to approve the Sutton's Landing Boat Dock project.**

County Manager Christi Dockery summarized the project, stating that Georgia Power will be lowering the water this fall, which would be a perfect time to work on a dock at the property. A dock would encourage fishing. There are no issues with EPD. Commissioner Walls asked if this would be a DNR project, to which Ms. Dockery replied that it would not, that this project would be funded by SPLOST VII funds. Chairman Mathis suggested that the 100 acres property also be looked at for a potential dock as well.

Commissioner Muggridge made the **MOTION** to approve the Sutton's Landing Boat Dock project, including the presented quote from Matt Inman for \$7,950.00 for the professional engineering and surveying services for the project. Commissioner Singletary seconded the **MOTION**. The **MOTION** was unanimous with Commissioner Wheaton and 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.

Sam Johnson- Old Leslie Road- Concerns over road conditions, potential for paving, and ditch work

ANNOUNCEMENTS

- (A) 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.

- (B) The next regularly scheduled County Commission Meeting is **Tuesday, April 12, 2022 at 6:00pm.**
- (C) The offices of the Lee County Board of Commissioners will be **closed Friday, April 15, 2022** in recognition of Good Friday.

ADJOURNMENT

The meeting adjourned at 6:10PM.

CHAIRMAN

ATTEST: _____
COUNTY CLERK

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TUESDAY, MARCH 22, 2022 AT 5:00PM
T. PAGE THARP BUILDING
KINCHAFOONEE ROOM
WWW.LEE.GA.US

SPECIAL CALLED MEETING

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 for a Special Called Meeting on Tuesday, March 22, 2022 at 5:00pm. The meeting was held in the Kinchafoonee Room of the Lee County T. Page Tharp Governmental Building in Leesburg, Georgia. Those present from the County were Chairman Billy Mathis, Vice-Chairman John Wheaton, Commissioner Luke Singletary, Commissioner Rick Muggridge, Commissioner George Walls, County Attorney Jimmy Skipper, County Clerk Kaitlyn Sawyer, Finance Director Heather Jones, and County Manager Christi Dockery. Those present from the City of Leesburg were Mayor Billy Breeden, City Manager Bob Alexander, Councilwoman Judy Powell, and Councilwoman Amanda White. Those present from the City of Smithville were Mayor Vincent Cutts, Councilman Dwight Hickman, Councilman James Champion, Councilwoman Ilean Bady, and City Attorney Tommy Coleman.

Chairman Mathis called the meeting to order at 5:00PM.

INVOCATION

County Commission Chairman Billy Mathis led the invocation.

PLEDGE OF ALLEGIANCE

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

CALL TO ORDER

(A) **LOST Renegotiations with officials from the City of Leesburg and the City of Smithville.**

Chairman Mathis welcomed everyone and asked if anyone would like to start the discussion. Commissioner Muggridge began by directing everyone to page 2 of the agenda packet (handed out to all attendees prior to the start of the meeting). Commissioner Muggridge summarized the spreadsheet, which displayed the amount of revenue received from LOST in 2021, the 2020 Census population figures of each entity, and the per capita benefit of each, as displayed below:

Location	LOST (2021)	Population	Per Capita Benefit
Lee County	\$3,837,245.11	33,163	\$115.71
Leesburg	\$615,847.14	3,480	\$176.97
Smithville	\$284,231.72	593	\$479.31

Commissioner Muggridge stated that in 2021, based on these figures, Lee County received LOST revenues at the amount of \$115.71 per person, the City of Leesburg received \$176.97 per person, and the City of Smithville received \$479.31 per person. Commissioner Muggridge stated that he is seeking a fair and consistent solution. In the current configuration, for every \$1.00 someone in the unincorporated area receives, someone in Leesburg

receives \$2.53 and a citizen in Smithville receives \$5.14. The only way to truly be consistent would if the county received all the funds to offset county taxes as everyone pays county taxes, however, this is unrealistic.

Pulling from the 2020 Census population numbers, Commissioner Muggridge suggests a split of 88%, 10%, and 2%, as displayed below:

Location	LOST (2021)	Population	Per Capita Benefit
Lee County – 88%	\$4,168,845.09	33,163	\$125.71
Leesburg – 10%	\$473,732.40	3,480	\$261.84
Smithville – 2%	\$94,746.48	593	\$285.48

City Manager Bob Alexander stated that the City of Leesburg is interested in the same split as was agreed upon last time and City Councilwoman Judy Powell pointed out that all schools and most County buildings are within the city limits of Leesburg and no tax benefit is received. Mayor Billy Breeden echoed Mr. Alexander's statement by agreeing that the City of Leesburg did not want less than what is current.

Mayor Vincent Cutts stated that it doesn't hurt to ask for more and discussed the improvements made by the City of Smithville, including the re-implementation of the full time Police Department, which is costly to maintain. Mayor Cutts added that they have been good stewards to present and they could use more help in funding the technology needed for the Police Department. To echo what Mayor Breeden stated, Smithville wants no less than what they currently have, but would like more. Councilman James Champion added the roads in Smithville are in bad shape and in need of help. In past years, he cited there were grants available to assist; however, they have not received any help lately.

Chairman Mathis asked Mayor Cutts about the City of Smithville's available LMIG funding and them not applying. Councilman Champion stated they have had no luck; that they do not know how to apply. Mayor Cutts added that they have fixed a lot of roads themselves, including potholes. Chairman Mathis stated that the DOT sent information regarding Smithville not using or applying for their available funds, to which Mayor Cutts stated he was unaware. City Attorney Tommy Coleman stated that the city has the documents necessary for LMIG and will be able to move forward in that regard soon but were temporarily delayed, as staff was out of the office due to a water problem. Councilman Champion reiterated that they have been fixing potholes themselves, using asphalt and a recently purchased packer, so as to maintain the roads they have.

Councilman Hickman added that years ago, each city would submit a list of roads to the county that they would like to have repaved and the county would pave those roads; however, this practice has seemingly stopped. County Chairman Billy Mathis stated that those road lists were sent to the state. County Manager Christi Dockery added that the SPLOST VII and TSPLOST funds go directly to the city/county. Ms. Dockery excused herself to retrieve the aforementioned LMIG information.

Smithville City Attorney Tommy Coleman brought up the absent cities provision, stating that if both cities choose not to participate, they will receive a portion of what is allocated for the municipalities, approximately 15% as preliminarily calculated, of what would be allocated to the cities, which would give Smithville some room above 2%. City Attorney Coleman summarized that if \$100,000.00 were to be allocated to the cities, they would receive \$15,000.00. Essentially, Smithville is wrapped up with Leesburg. There was a brief discussion on how to correctly calculate the numbers if the provision was used. Commissioner Singletary calculated what this percentage and figure might look like, with the resulting amount being less than the proposed amount: A total of \$568,478.88, with the absent city provision amount being approximately \$85,500.00... the proposed 2% share for Smithville is \$94,700.00. Therefore, based on these preliminary calculations, the city of Smithville would receive less if they chose not to participate. Chairman Mathis stated that that did not seem to be a good bargaining position. City Attorney Coleman stated that the cities would still need to negotiate.

Commissioner Muggridge stated that 100% of his constituents live in the unincorporated part of the county. He understands the cities' need for funds, but if we are to split the same penny that all citizens pay, then it should be divided consistently, so what is the rationale for allotting someone in Smithville 5x more than this person in the

unincorporated part of the county and someone in Leesburg 3x more? Chairman Mathis added that it would seem the County is getting the short end of the stick. Councilman Hickman asked where the numbers (per capita per person as mentioned previously) came from, to which Commissioner Muggridge stated that it is the amount paid out in 2021 divided by population numbers, the number of people who live in each area... this shows the benefit each entity receives per person.

Commissioner Muggridge pointed out that those who live in the city receive both county portion and the city portion. Mayor Cutts added that citizens within the cities pay both city and county taxes. Commissioner Muggridge agreed. Commissioner Singletary added that they were talking about property taxes whereas the current discussion is about sales tax. Chairman Mathis stated that the county's sales tax revenues have increased greatly in the last couple years for probably a number of reasons, including internet sales, so the percentage may be lower, but the total revenue could be higher. The Department of Revenue doesn't tell us where the money is coming from, but after the law passed allowing tax on internet sales, our sales tax revenue increased 50%. We don't know exactly what that number will look like for everyone in the next few years; the county is growing, with Chairman Mathis stating it's an almost monthly occurrence to hear from a business that wants to move to Lee County.

County Manager Christi Dockery stated that the LMIG funding available to the City of Smithville, as stated from GDOT officials, is \$15,859.00 and it seems that the issue was the submission of the FY2020 budget; however, they may be eligible for a certain percentage of the FY2021 funds. County Manager Dockery stated she has also been in contact with the City Clerk of Smithville and made her aware of this as well. City Attorney Tommy Coleman stated that he was aware and would be updating the necessary documentation citing staff had been out of their offices due to a water issue.

Mayor Breeden stated that he would not be signing anything tonight, to which Chairman Mathis replied that this was only the first discussion and no one was expecting to sign anything or make any decisions tonight. City Attorney Coleman asked if what was presented was the position of the county. Chairman Mathis replied that they were talking points with real numbers and are not necessarily the position of the County.

Commissioner Muggridge asked that the cities present rationale if they wish to support any different numbers than the ones proposed. Why should the people in the unincorporated area receive so much less than those in the cities? Commissioner Muggridge added that the vast majority of LOST received is in the unincorporated areas because this is where most of the businesses are located. Additionally, the County is providing many of the services (i.e. Fire & EMS, 911, etc.), so all taxpayers should receive the same amount, a consistent benefit, as opposed to some receiving more than others. Commissioner Muggridge stated he is just looking for more consistency and is not intending to hurt anyone.

Mayor Cutts stated that 2% or anything less would hurt Smithville. Chairman Mathis echoed Commissioner Muggridge's statement requesting officials from the cities provide rationale and justification for new figures if the numbers presented are not desirable. Mayor Cutts stated that the re-implementation of the Police Department has been expensive and their department works with the County a lot to help the Lee County Sheriff's Office by taking a number of calls and pointed out that their citizens pay county taxes as well. Commissioner Singletary added that the county shouldn't be taking any revenues or resources from the city, stating that if the City gets a County call, they should redirect them to the Sheriff's Office because the city shouldn't be spending their 2% in LOST to help the County. City Attorney Coleman clarified that with both Smithville and Leesburg having Police Departments, they are taking calls that the Sheriff's Office would have to, were those departments not there; thereby, helping the County.

Chairman Mathis advised that we would all work together to come to a conclusion. City Attorney Tommy Coleman reminded everyone of the penalties, also emphasizing the importance of working together. Chairman Mathis stated that today's meeting was for discussion; we will schedule another meeting to come back together in a few weeks and come to a consensus. County Manager Dockery reminded everyone that this process must be concluded within 60 days, which is May 22, 2022. The next LOST meeting will be held Tuesday, April 12, 2022 at 5:00pm.

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 **March 22, 2022 at 6:00pm.**

ADJOURNMENT

The meeting was adjourned at 5:30PM.

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DRAFT



**MEMORANDUM
LEE COUNTY BOARD
OF COMMISSIONERS**

TO: Honorable Board of County Commissioners
SUBJECT: Speed Limit Ordinance
MEETING DATE: Tuesday, April 12, 2022

BACKGROUND

Chapter 66. Traffic and Vehicles, Article III. Speed Zones

Pursuant to O.C.G.A. § 40-6-183, the following speed limits within the county are adopted based on an engineering and traffic investigation. The county is hereby requesting that the following roadways be approved for the use of speed detection devices.

The Lee County Board of Commissioners will hold a public hearing for the updated speed limit ordinance drafted for the purpose of approving the use of speed detection devices on said roadways, as proposed by the Georgia Department of Transportation, at their regularly scheduled meetings on Tuesday, April 12, 2022 and Tuesday, April 26, 2022. A final vote for this ordinance will be at the regularly scheduled meeting on Tuesday, May 10, 2022.

ATTACHMENTS

Public Hearing Notice
Proposed Ordinance



LEE COUNTY

Board of Commissioners

One of Georgia's original counties ~ Established in 1825

Notice of Public Hearing

The Lee County Board of Commissioners will hold a public hearing for the updated speed limit ordinance drafted for the purpose of approving the use of speed detection devices on said roadways, as proposed by the Georgia Department of Transportation, at their regularly scheduled meetings on Tuesday, April 12, 2022 and Tuesday, April 26, 2022. Anyone wishing to speak will be asked to sign in prior to the commencement of the meeting. The Lee County Board of Commissioners will have a final vote for this ordinance at their regularly scheduled meeting on Tuesday, May 10, 2022. All meetings will be held at 6:00pm in the Opal Cannon Auditorium of the T. Page Tharp Governmental Building located at 102 Starksville Avenue North, Leesburg, GA 31763.

Media Notified: 03/28/2022

Published in Legal Organ: 03/30/2022; 04/06/2022; 04/20/2022

Posted on Website and Official Board: 03/28/2022

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County Attorney
Jimmy Skipper

102 Starksville Avenue North
Leesburg, Georgia 31763

Office: (229) 759-6000
Fax: (229) 759-6050

www.lee.ga.us



Russell R. McMurry, P.E., Commissioner
One Georgia Center
600 West Peachtree Street, NW
Atlanta, GA 30308
(404) 631-1000 Main Office

January 19, 2022

Lee Co Manager
Attn: Christi Dockery
102 Starksville Ave N
Leesburg, Georgia 31763

RE: Speed Zone Ordinances for: Lee County

Dear Mrs. Dockery:

The Georgia Department of Transportation is in the process of updating the existing speed limits on routes in your County to bring them into compliance with present regulations. A new Ordinance for Lee County has been prepared for your convenience and execution.

When it is properly signed and attested, please **return the original** to: Georgia Department of Transportation 710 West Second Street Tifton Georgia 31794 (Attn. Tracy Bullard) and our office will forward it to the Department of Public Safety for an updated radar permit for the County.

If you have any questions pertaining to this matter, feel free to give me a call.

Sincerely,

A handwritten signature in blue ink, appearing to read "Tracy Bullard".

Tracy Bullard, Civil Engineer 3, for
Randy Rathburn, JR, PE
District Traffic Engineer
(229) 386-3435

STATE ROUTE	WITHIN THE CITY / TOWN LIMITS OF <i>and/or</i> School Name	FROM	MILE POINT	TO	MILE POINT	LENGTH IN MILES	SPEED LIMIT
SR 3 / US19		Dougherty County Line	0.00	665 feet north of Endoline Dr./CR 397	1.10	1.10	45
SR 3 / US19		665 feet north of Endoline Dr./CR 397	1.10	211 ft. north of Cannon Dr./CR 223 (South Leesburg City Limits)	6.43	5.33	55
SR 3 / US19		1,637 feet south of Lagg Rd./CR 313 (North Leesburg City Limits)	8.78	2,006 feet north of Pettis Rd./CR 37 (South Smithville City Limits)	18.64	9.86	65
SR 32		Terrell Co. Line	0.00	581 feet east of Linden Rd./CR 257 (West Leesburg City Limits)	8.00	8.00	55
SR 32		53 feet east of Firetower Road/CR 177 (East Leesburg City Limits)	10.58	Worth County Line	18.63	8.05	55
SR 91		Dougherty County Line	0.00	State Route 32	8.88	8.88	55
SR 118		Terrell County Line	0.00	317 feet west of Rhodes St./CR 39 (West Smithville City Limits)	2.85	2.85	55
SR 118		106 ft east of John St./CS 516 (East Smithville City Limits)	4.50	927 feet east of Beauchamp Rd./CR 153	5.12	0.62	45
SR 118		927 feet east of Beauchamp Rd./CR 153	5.12	Sumter County Line	11.85	6.73	55
SR 133		Dougherty County Line	0.00	475 feet north of Long Dirt Rd./CR 182	0.25	0.25	45
SR 133		475 feet north of Long Dirt Rd./CR 182	0.25	1,478 ft. south of Forrester Pkwy/CR 452	2.14	1.89	55
SR 133		1,478 ft. south of Forrester Pkwy/CR 452	2.14	422 ft. south of Forrester Pkwy/CR 452	2.34	0.20	50
SR 133		422 ft. south of Forrester Pkwy/CR 452	2.34	US 19/SR 3	2.54	0.20	40
SR 195		1,003 feet north of Groover St./CR 116 (North Leesburg City Limits)	1.37	2,046 feet north of Groover St./CR 116 of CR 116	1.57	0.20	
SR 195		2,046 feet north of Groover St./CR 116 of CR 116	1.57	Sumter County Line	14.51	12.94	
SR 377		State Route 195	0.00	Sumter County Line	8.65	8.65	
SR 520		Terrell County Line	0.00	Terrell County Line	0.59	0.59	

SR 520		<i>This road runs in Terrell County from MP 0.59 to 1.39</i>					
SR 520		Terrell County Line	1.39	2,957 feet east of Hickory Grove Rd./CR 66	4.90	3.51	
SR 520		2,957 feet east of Hickory Grove Rd./CR 66	4.90	106 feet east of Wingate Lane/CR 304	6.35	1.45	
SR 520		106 feet east of Wingate Lane/CR 304	6.35	Dougherty County Line	6.73	0.38	
SR 520		<i>SR 520 runs in Dougherty County from MP 6.73 to 7.03</i>					
SR 520		Dougherty County Line	7.03	Dougherty County Line	7.33	0.30	

ROAD NAME	WITHIN THE CITY / TOWN LIMITS OF and/or School Name	FROM	TO	LENGTH IN MILES	SPEED LIMIT
CR 3/ Smithville Rd.		211 feet north of CS 598 (North Leesburg City Limits)	SR 195	0.48	35
CR 3/ Smithville Rd.		SR 195	SR 118	10.59	55
CR 4/Lovers Lane Rd		Dougherty/Lee County Line	CR 113/Dogwood Lane	0.60	45
CR 4/Lovers Lane Rd		CR 113/Dogwood Lane	500' South of Lee County Elementary	5.91	55
CR 4/Lovers Lane Rd		500' South of Lee County Elementary School	500' North of Robert B Lee Dr.	0.30	School Zone
CR 4/Lovers Lane Rd		500' North of Robert B Lee Dr.	SR 32	0.81	45
CR 4/Old Stage Rd.		SR 32	CR 116/Groover St	1.20	35
CR 5/Graves Springs Rd.		SR 91	CR 122/Nesbitt Rd	3.28	45
CR 5/Graves Springs Rd		CR 122/Nesbitt Rd	SR 32	2.45	55
CR 7/Mossy Dell Rd.		SR 32	CR 231/New York Rd	2.93	55
CR 23/Chokee Rd		SR 195	Sumter County Line	3.82	55
CR 43/Jordan Rd		3,907 ft. north of SR 3 Bypass (North Leesburg City Limits)	CR 227/Pinewood Rd	2.79	55
CR 45/Lumpkin Rd		SR 3	Griffith Rd	2.60	45
CR 46/Middle Rd S		SR 91	SR 32	4.00	45
CR 53/Airport Rd		Lee/Sumter County Line	Smithville City Limits	4.05	55
CR 63/Ledo Rd		SR 520	SR 3	3.55	45
CR 69/Fussell Rd.		CR 230/Palmyra Rd	CR 246/ Archie Dr	1.47	50
CR 69/Fussell Rd.		CR 246/Archie Dr	SR 520	1.24	45
CR 64/Hugh Rd.		CR 63/Ledo Rd	CR 64/Fussell Rd	0.45	45
CR 68/ Winifred Rd.		SR 520	Lee-Dougherty Line	3.25	45
CR 73/Miller Rd		2059 ft E CR 181/Ackers Circle	SR 91	4.02	45
CR231/Philema Rd N		SR 32	CR 232/New York Rd	4.68	55

CR 98/Mayhaw Rd.		SR 3	CR 4/Lovers Lane	1.73	55
ROAD NAME	WITHIN THE CITY / TOWN LIMITS OF <i>and/or</i> School Name	FROM	TO	LENGTH IN MILES	SPEED LIMIT
CR 101/Century Rd.		CR 4/ Lovers Lane	4,699 ft E SR 3	0.89	55
CR 101/Century Rd E		4,699 ft E SR 3	3,186 ft E SR 3	0.25	45
CR 101/Century Rd E		3,186 ft E SR 3	1320 ft W SR 3	0.85	35
CR 101/Century Rd W		1,320 ft W SR 3	2,640 ft W SR 3	0.25	45
CR 101/Century Rd W		2640 ft W SR 3	CR 240/Palmyra Rd.	1.54	55
CR 104/Creekside Dr		SR 3	CR 203/Creek Dr	3.41	35
CR 105/Gendale Rd.		CR 104/ Creekside Drive	SR 3	0.71	35
CR 108/ Kinchafoonee Creek Rd		CR 107/Creekside Dr	SR 3	0.99	35
CR 109/Cedric St		SR 3	SR 133	0.80	35
CR 109/Cedric St		SR 133	Lovers Lane Rd	1.52	45
CR 111/Cypress Point Circle		CR 101/Century Rd W	CR 101/Century Rd W	1.05	25
CR 124/Thundering Springs Rd		SR 91	Dead End	2.27	25
CR 126/Flowing Well Rd.		White Pond Rd	Lee Co/Dougherty Co Line	2.27	35
CR 128/Hartley Lane		CR 74/White Pond Rd	Dead End	0.78	25
CR 131/First Rd		CR 73/Stocks Dairy Rd	CR 197/Big Oak Rd	0.52	25
CR 132/Helen St		CR 197/Big Oak Rd	CR 541/Fourth Rd	0.76	25
CR 132/Fourth Rd		CR 73/Stocks Dairy Rd	CR 132/Helen St	0.21	25
CR 133/Third Rd		CR 73/Stocks Dairy Rd	CR 132/Helen St	0.21	25
CR 134/Second Rd		CR 73/Stocks Dairy Rd	CR 132/Helen St	0.21	25
CR 135/Lazy Acres Rd		CR 91/Philema Rd S	Dead End	0.43	25
CR 136/Sportsman Club Rd		SR 91/Philema Rd S	Dougherty County Line	1.30	25
CR 137/ Chehaw Cir.		Dougherty/Lee County Line	CR 137	1.14	35

CR 138/Cookville Rd		SR 520	Terrell County Line	0.90	35
ROAD NAME	WITHIN THE CITY / TOWN LIMITS OF <i>and/or</i> School Name	FROM	TO	LENGTH IN MILES	SPEED LIMIT
CR 160/Westfield Rd		CR 161/Northampton Rd	CR 4/Lovers Lane Rd	0.76	35
CR161/Northampton Rd		CR 4/Lovers Lane Rd	Forrester Pkwy	2.61	35
CR 162/Greyfairs Ln		CR 4/Lovers Lane Rd	CR 163/Churchill Cir	0.11	25
CR 163/Churchill Circle		CR 163/Churchill Circle	CR 4/Lovers Lane Rd	0.83	25
CR 165/David Rd		CR 73/Stocks Dairy Rd	Dead End	0.56	25
CR 171/N Doublegate Dr		SR 520	Dougherty/Lee County Line	1.08	35
CR 172/ Armena Rd		SR 32	SR 520	4.90	45
CR 186/Donald Rd		CR 73/Stocks Dairy Rd	Dead End	0.58	25
CR 197/Big Oak Rd		CR 136/ Sportsman Club Rd	CR 414/Long Pine Dr	0.51	25
CR 200		CR 161/Northampton Rd	CR 161/Northampton Rd	0.78	25
CR 203/Creek Dr		CR 104/Creekside Dr	CR 214/Cherokee Dr	0.84	25
CR 205/Jackson Dr		CR 206/Lee Dr	CR 108/Kinchafoonee Creek Rd	0.30	25
CR 209/Margate Dr		CR 65/Marlow Lane	CR 222/Berkeley Rd	0.26	25
CR 212/Seminole Ave		CR 214/Crow Dr	CR 105/Glendale Rd	0.39	25
CR 214/Crow Dr		CR 105/Glendale Rd	CR 203/Creek Dr	0.36	25
CR 216/Story Ln		SR 520	Dougherty/Lee Co Line	1.07	35
CR 217/Warrington Rd		CR 250/Marlow Ln	CR 222/Berkeley Rd	0.16	25
CR 222/Berkeley Rd		Dead End	CR 216/Story Lane	0.69	25
CR 223/Cannon Dr		SR 3	Dead End/Cul De Sac	0.44	25
CR 227/ Pinewood Rd		SR 32	Bronwood Rd	0.90	45
CR 227/ Pinewood Rd		Bronwood Rd	SR 3	4.99	55

CR 228/Oakland Rd.		SR 520	1.75 Miles N. of SR 520	1.75	45
CR 228/ Oakland Rd		1.75 Miles N. of SR 520	James Pond Rd	2.66	55
ROAD NAME	WITHIN THE CITY / TOWN LIMITS OF <i>and/or</i> School Name	FROM	TO	LENGTH IN MILES	SPEED LIMIT
CR 229/Bronwood Rd		Lee/Terrell County Line	CR 227/Pinewood Rd	1.69	55
CR 230/ Palmyra Rd.		CR 63/Ledo Rd	Uncle Jimmy's Ln	2.00	45
CR 230/Palmyra Rd		Uncle Jimmy's Ln	James Pond Rd	3.63	55
CR 231/Philema Rd		SR 195	SR 32	9.88	55
CR 232/New York Rd.		SR 195	Lee Co/Sumter Co Line	15.88	55
CR 237/Creekview Dr		CR 5/Grave Springs Rd	Dead End	0.59	25
CR 239/Thimblemill Dr		CR 163/Churchill Circle	CR 269/Thimblemill Dr	0.72	25
CR 241/Pineridge Dr		CR 4/Lovers Lane Rd	Cul-de-sac	0.53	25
CR 242/Southill Dr		CR 241/Pineridge Dr	CR 161/Northampton Rd	0.56	25
CR 243/Midway St.		CR 241	CR 242	0.05	25
CR 244/Canuga Dr		SR 3	Cul-de-sac	1.03	25
CR 245/Alachua Lane		CR 244/Canuga Dr	Cul-de-sac	0.30	25
CR 246/Archie Dr		CR 63/Ledo Rd	CR 64/Fussell Rd	0.85	35
CR 247/Charlie Ln		CR 246/Archie Dr	CR 64/Fussell Rd	0.50	25
CR 248/Brenda Ln		CR 247/Charlie Ln	CR 246/Archie Dr	0.32	25
CR 249/Danbury Ln		CR 171/N Doublegate Dr	CR 370/ Red Oak Ave	0.96	25
CR 250		CR 65	Dead End	0.39	25
CR 251/Martindale Dr		CR 171/N Doublegate Dr	Dead End	0.31	25
CR 252/Somerset Dr		CR 249/Danbury Lane	CR 65/Liberty Lane	0.69	25
CR 256/N Wood Dr		CR 226/Quail St	Cul-de-sac	0.34	25

CR 265/Country Dr		CR 4/ Lovers Lane Rd	Cul-de-sac	0.36	25
CR 277/Dunaway Dr		Lee/Dougherty Co Line	Dead End	0.70	25
CR 289/Pelham Dr		Cul-de-Sac	CR 206/ Lee Dr	0.48	25
ROAD NAME	WITHIN THE CITY / TOWN LIMITS OF <i>and/or</i> School Name	FROM	TO	LENGTH IN MILES	SPEED LIMIT
CR 302/W Doublegate Dr		CR 436/Fair Oaks Ct	Dougherty Co line	0.87	25
CR 322/Woodstone Circle		SR 91/Philema Rd S	SR 91/Philema Rd S	0.64	25
CR 331/Wadsworth Dr		CR 68/Winifred Rd	Terrell Co Line	0.40	25
CR 334/Winship Dr		CR 66/Hickory Grove Rd	Cul-de-sac	0.78	25
CR 335/Quail Pines Dr		CR 334/Winship Dr	CR 336/ Nunnally Way	0.44	25
CR 336/Nunnally Way		CR 334/Winship Dr	CR 335/Quail Pines Way	0.38	25
CR 337/Pebble Ridge Dr		CR 66/Hickory Grove Rd	CR 338/Longleaf Dr	0.70	25
CR 338/Longleaf Dr		CR 338/Longleaf Dr	CR 478/Wiregrass Way	0.96	25
CR 340/ Laurelbrook Dr		CR 423/Mayfield Dr	CR 108/Kinchafoonee Creek Rd	0.43	25
CR 341/Jarrett Dr		Dead End	SR 3	0.55	25
CR 342/McIntosh Rd		CR 341/Jarrett Dr	CR 105/Glendale Rd	0.34	25
CR 343 /Heather Lane		CR 341/Jarrett Dr	CR 105 /Glendale Rd	0.35	25
CR 350/Spring Dale Dr		SR 91/Philema Rd S	Cul-de-sac	0.43	25
CR 351/St. Clair Dr		CR 350/Springdale Dr	CR 350/Springdale Dr	0.84	25
CR 351/St. Clair Dr		CR 350/Springdale Dr	Cul-de-Sac	0.42	25
CR 352/River Bridge Dr		CR 135/Lazy Acres Rd	Cul-de-sac	0.27	25
CR 353/Darian Dr		CR 135/Lazy Acres Rd	CR 352/Riverbridge Rd	0.30	25
Tall Pines Dr		CR 131/First Rd	CR 414/Long Pine Dr	0.24	25
CR 363/Leland Ferrell Dr		CR 4/Lovers Lane Rd	CR 161/Northampton Rd	1.50	25

CR 364/White Horse Dr		Cul-de-sac	CR 363 /Leland Ferrell Dr	0.45	25
CR 366/Appalachee Dr		CR 230/Palmyra Rd	CR 244 /Querecho Lane.	0.28	25
CR 369/Red Tip Ln		CR 478 Wire Grass Way	CR 251/Martindale Dr	0.40	25
ROAD NAME	WITHIN THE CITY / TOWN LIMITS OF and/or School Name	FROM	TO	LENGTH IN MILES	SPEED LIMIT
CR 371/Larkspur Dr		CR 251/ Martindale Dr	CR 438/Winnstead Dr	0.52	25
CR 372/Laurel Dr		CR 251/Martindale Dr	Cul-de-sac	0.41	25
CR 373/Silverleaf Dr		Cul-de-sac	CR 372/ Laurel Dr	0.45	25
CR 374/Iris Ln		CR 371/ Larkspur Dr	CR 373/Silverleaf Dr	0.16	25
CR 381/Knollwood Dr		CR 107/Creekside Dr	CR 382 /Foxworth Dr	0.42	25
CR 382/Foxworth Dr		CR 381/Knollwood Dr	Dead End/Cul-de-sac	0.93	25
CR 383/Carowinds Dr		CR 108 /Kinchafoonee Creek Rd	CR 381/Knollwood Dr	0.40	25
CR 387/Jowers Lane/Michaels Cir		CR 4/Old Stage Rd	CR 387/Michaels Cir	0.56	25
CR 391/Aspen Dr		CR 392/Hardwood Lane	CR 392 /Hardwood Lane	0.44	25
CR 392/Hardwood Ln		CR 391/Aspen Dr	CR 247/Charlie Lane	0.35	25
CR 393/Springlake Dr		SR 3/US 19 S	CR 109/Cedric St	0.70	25
CR 397/Endoline Dr		SR 3/US 19 S	CR 109/Cedric St	0.57	25
CR 398/Augusta Court		CR 397/Endoline Dr	CR 402/Winding Way	0.13	25
CR 402/Winding Way		CR398/Augusta Ct	SR 133/Old Leesburg Rd	0.42	25
CR 403/Winchester Dr		SR 133/Old Leesburg Rd	CR 404/Fowler Dr	0.50	25
CR 404/Fowler Dr		SR 133/Old Leesburg Rd	CR 403/Winchester Dr	0.60	25
CR 409/Medley Dr		CR 5/Gravesprings Rd	CR 351/St. Clair Dr	0.42	25

CR 411/Paloma Dr		CR 351/St Clair Dr	CR 409/Medley Dr	0.42	25
CR 417/ Orchard Hill Dr		SR 91/Philema Rd S	CR 416/Water Oak Dr	0.32	25
CR 418/Old Canoy Lane		Cul-de-sac	CR 227/Pinewood Rd	0.35	25
CR 423/Mayfield Dr		CR 339/Lynwood Lane	Dead End	0.43	25
CR 424/Stapleton Dr		CR 104/Creekside Dr	CR 495/Endinborough Dr	0.41	25
ROAD NAME	WITHIN THE CITY / TOWN LIMITS OF <i>and/or</i> School Name	FROM	TO	LENGTH IN MILES	SPEED LIMIT
CR 426/Buckston Trace Court		CR 501	SR 91/Philema Rd S	0.30	25
CR 429/ Wood Dr		CR 430/Highland Oaks Dr	CR 417/Orchard Hill Dr	0.62	25
CR 430/Highland Oaks Dr		SR 91/Philema Rd S	CR 433/Cobblefield Dr	0.86	25
CR 432/Mossy Oak Dr		SR 91/Philema Rd S	CR 525/Autumn Leaf Dr	0.32	25
CR 433/Cobblefield Dr		CR 430/Highland Oaks Dr	CR CR432/Mossy Oak Dr	0.71	25
CR 438/Winnstead Dr		CR 66/Hickory Grove Rd	CR 437/Willow Lake Dr	0.96	25
CR 440/Glen Arven Dr		CR 438/Winnstead Dr	CR 439/White Column Dr	0.53	25
CR 441/Ambleside Dr		CR 68/Winifred Rd	CR 443	0.51	25
CR 419/Hattie Bell Rd		SR 91/Philema Rd S	CR 124/White Pond Rd	0.44	35
CR 446/Deer Run Lane		CR 227/Pinewood Rd	Dead End	0.30	25
CR 449/Bright Water Dr		CR 227/Pinewood Rd	Cul-de-sac	0.59	25
CR 452/Forrester Pkwy		SR 133	422 ft. east of SR 133	0.08	40
CR 452/Forrester Pkwy		422 ft. east of SR 133	1,478 ft east of SR 133 (RR Track)	0.28	45
CR 452/Forrester Parkway		1,478 ft east of SR 133	SR 9/Philema Rd	5.11	55
CR 456/Widgeon Dr		SR 32	Dead End/Cul-de-sac	0.45	25

CR 458/Plantation Dr		SR 32 West	CR 459/Seahoy Dr	0.49	25
CR 460/Quail Valley Dr		CR 228/Oakland Rd	Partridge Circle	0.38	25
CR 465/Fairethorne Dr		US 82/SR 520	Dead end/cul-de-sac	0.54	25
CR 467/Hearth Stone Dr		CR 465/Fairethorne Dr	CR 437/Willowlake Dr	0.32	25
CR 473/Susina Dr		CR 438/Winnstead Dr	CR 474/Willowlake Dr	0.38	25
CR 475/Hank Dr		CR 66 /Hickory Grove Rd	Cul-de-sac	0.61	25
CR 478/Wiregrass Way		CR 251/ Martindale Dr	Cul-de-sac	1.78	25
ROAD NAME	WITHIN THE CITY / TOWN LIMITS OF <i>and/or</i> School Name	FROM	TO	LENGTH IN MILES	SPEED LIMIT
CR 479/ Ivy Avenue		CR 481/Wax Myrtle Dr	CR 478/Wiregrass Way	0.34	25
CR 480/Loblolly Lane		CR 481/Wax Myrtle Dr	CR 478/Wiregrass Way	0.26	25
CR 481/Wax Myrtle Dr		CR 478/Wiregrass Way	CR 369/ Red Tip Ln	0.42	25
CR 482/Dadford Dr		CR 068/Winifred Rd	CR 443/Hawkstead Dr	0.42	25
CR 494/Robertson Dr		CR 495/Edinburgh Dr	CR 104/Creekside Dr	0.63	25
CR 495Edinburgh Dr		CR 424/Stapleton Dr	Cul-de-sac	0.25	25
CR 496/Leighton Dr		CR 495/Edinburgh Dr	CR 104/Creekside Dr	0.35	25
CR 498/Bud Dr		SR 32 E	Cul-de-sac	0.42	25
CR 502/McDonald Court		CR 5/Grave Springs Rd	Cul-de-sac	0.53	25
CR 51/Pryor Rd		3259' W of CR 52/Cutts Rd at Lee Co/Sumter Co line	2665' E of CR 52/Cutts Rd at Lee Co/Sumter Co line	1.25	55
CR 514/Hedgerow Dr		SR 133/Old Leesburg Rd	Cul-de-sac	0.29	25
CR 515/Huntington Dr		SR 133/Old Leesburg Rd	Cul-de-sac	0.56	25
CR 516/Morning Mist Dr		CR 514/Hedgegrow Dr.	CR 515/Huntington Dr	0.24	25

CR 525/Autumn Leaf Dr		CR 429/Wood Dr	Cul-de-sac	0.55	25
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SCHOOL ZONES ARE EFFECTIVE

A.M. from 45 minutes prior to commencement time to 15 minutes after commencement time

SCHOOL DAYS ONLY

P.M. from 15 minutes prior to dismissal time to 45 minutes after dismissal time

SCHOOL DAYS ONLY

ALL LISTS AND PARTS OF LISTS IN CONFLICT WITH THIS LIST ARE HEREBY REPEALED.

Signature of Governing Authority:

Sworn and Subscribed before me

This _____ day of _____, _____.

Clerk

ACTION TAKEN

FIRST READING:

SECOND READING:

DATE OF ADOPTION:

PROCLAMATION
NATIONAL PUBLIC SAFETY TELECOMMUNICATORS WEEK
APRIL 10-16, 2022

WHEREAS, emergencies can occur at anytime that require police, fire or emergency medical services; and,

WHEREAS, when an emergency occurs the prompt response of police officers, firefighters and paramedics is critical to the protection of life and preservation of property; and,

WHEREAS, Public Safety Telecommunicators are the first and most critical contact our citizens have with emergency services; and,

WHEREAS, Public Safety Telecommunicators are the single most vital link for our police officers and firefighters by monitoring their activities by radio, providing them information and insuring their safety; and,

WHEREAS, the Public Safety Telecommunicators of the Lee County E-911 Center have contributed substantially to the apprehension of criminals, suppression of fires and treatment of patients; and,

WHEREAS, each dispatcher has exhibited compassion, understanding, devotion, and professionalism while enduring long hours, abnormal schedules, and handling frequent life and death emergencies;

WHEREAS, our Public Safety Telecommunicators efficiently coordinate emergency services to ensure the health and safety of our residents, visitors, and travelers in our communities, 24-hours a day, seven days a week; and

WHEREAS, the work of these “unseen first responders” is invaluable, as they serve the public daily in countless ways without due recognition by the beneficiaries of their services.

NOW THEREFORE, BE IT RESOLVED by the Lee County Board of Commissioners and it is hereby RESOLVED by the authority of the same, that the Lee County Board of Commissioners does hereby declare the week of **April 10–16, 2022** in Lee County, Georgia as

NATIONAL PUBLIC SAFETY TELECOMMUNICATORS WEEK

to honor and show appreciation to the men and women whose diligence, knowledge, and professionalism keep our citizens and first responders safe.

Signed this ___ day of _____, 2022.

Chairman, Lee County Board of Commissioners

Planning, Zoning & Engineering

Sherry Shelton, Office Manager/Planning Assistant
Jason Scott, Planner/Reviewer/Inspector
Randy Weathersby, GIS Manager
Corrie Wheeler, GIS Technician

Tel 229-759-6000 102 Starksville Avenue N www.lee.ga.us
Ext 2226 Leesburg, GA 31763



LEE COUNTY

MEMORANDUM

DATE: April 12, 2022

TO: Honorable Board of Commissioners

FROM: Planning, Zoning & Engineering Staff

RE: SD20-015, Hillridge Section 3
Accepting Deeds of Rights-of-Way, Easements, Roads and Water System Infrastructure

The Lee County Planning, Zoning and Engineering Department received a request for a final approval of Hillridge Subdivision Section 3. All legal work has been received and forwarded to the County Attorney and has been approved.

RECOMMENDATION

Staff is submitting Hillridge Section 3 subdivision and corresponding rights-of-way easements, roads and water system infrastructure for final acceptance by the Board of Commissioners on April 12, 2022. A two-year improvements guarantee is provided through an Irrevocable Letter of Credit effective April 12, 2022 through April 2024.

/ss

Attachments:
Resolution
Final Plat

RESOLUTION
GRANTING FINAL APPROVAL FOR HILLRIDGE SECTION THREE SUBDIVISION
(SD20-015) AND ACCEPTING DEEDS OF RIGHTS-OF-WAY, EASEMENTS,
ROADS, AND WATER SYSTEM INFRASTRUCTURE

WHEREAS, Lanier Engineering, Inc., has made an application for final approval of Hillridge Section Three Subdivision.

WHEREAS, Lee County Board of Commissioners staff has determined that all requirements for final approval have been met including legal and construction requirements.

WHEREAS, it is in the best interest of the citizens of Lee County that final approval for Hillridge Section Three (SD20-015) be granted and that the Chairman and Board of Commissioners of Lee County accept all rights-of-way, easements, roads and water system infrastructure.

WHEREAS, it is resolved by and through the Chairman and Board of Commissioners of Lee County, Georgia that final subdivision approval is hereby granted to Hillridge Section Three Subdivision. Additionally, the Chairman and Board of Commissioners of Lee County, Georgia, hereby accepts those certain warranty deed of all rights-of-way, easements, roads and water system infrastructure.

This 12th day of April, 2022.

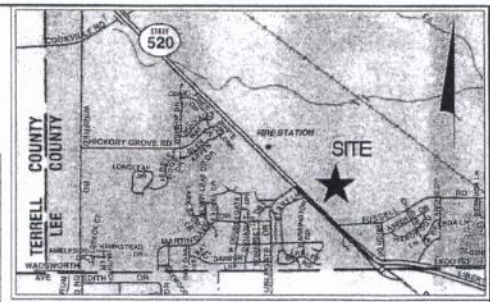
BOARD OF COMMISSIONERS
LEE COUNTY, GEORGIA

By: _____

Billy Mathis
Chairman

ATTEST: _____

Kaitlyn Sawyer
County Clerk



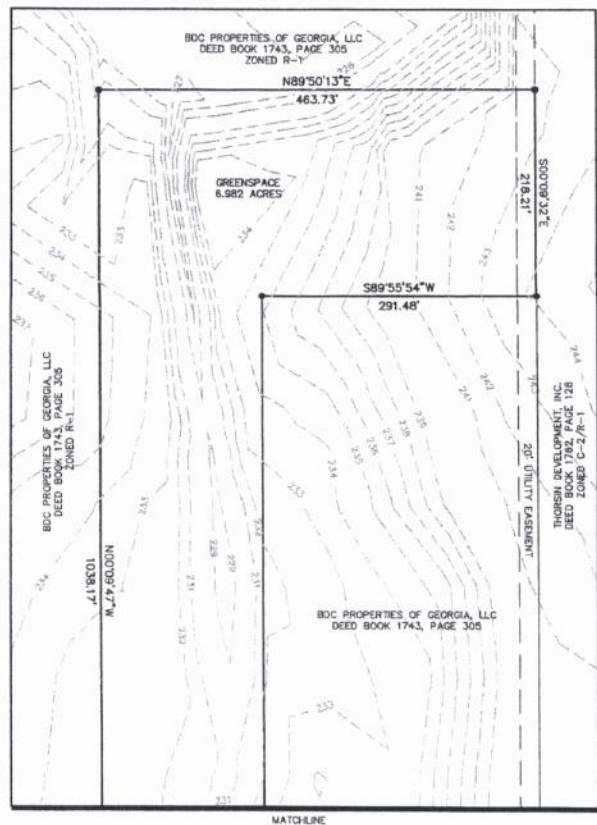
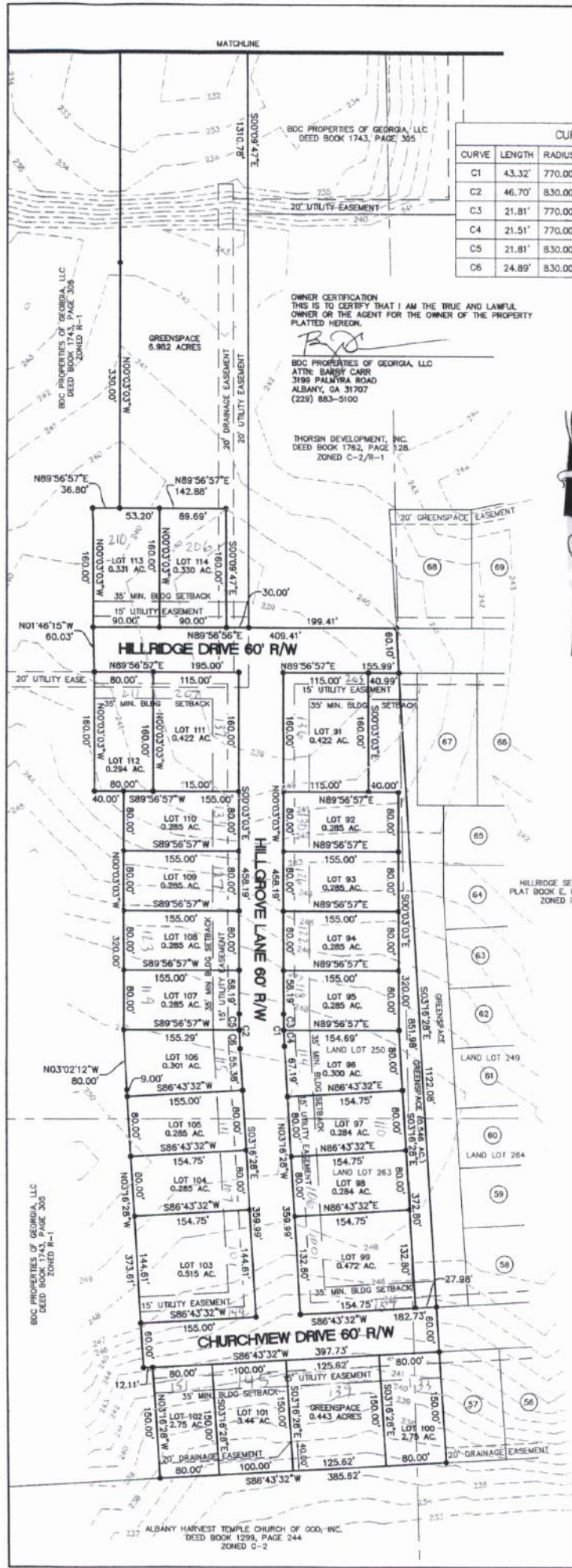
LOCATION MAP
SCALE - 1"=1MILE±

CURVE TABLE				
CURVE	LENGTH	RADIUS	CHORD BEARING	CHORD DIST.
C1	43.32'	770.00'	S1°39'46"E	43.32'
C2	46.70'	830.00'	S1°39'46"E	46.69'
C3	21.81'	770.00'	S0°51'44"E	21.81'
C4	21.51'	770.00'	S2°28'27"E	21.51'
C5	21.81'	830.00'	S0°48'13"E	21.81'
C6	24.89'	830.00'	S2°24'56"E	24.89'

OWNER CERTIFICATION
THIS IS TO CERTIFY THAT I AM THE TRUE AND LAWFUL OWNER OR THE AGENT FOR THE OWNER OF THE PROPERTY PLATTED HEREON.

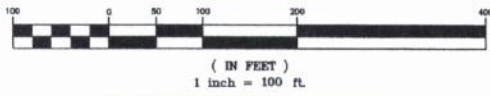
B.C.
B.C. PROPERTIES OF GEORGIA, LLC
ATTN: BARRY CARR
3199 PALMYRA ROAD
ALBANY, GA 31707
(229) 883-5100

THORNS DEVELOPMENT, INC.
DEED BOOK 1762, PAGE 928
ZONED C-2/R-1



- NOTES:
- TOTAL AREA WITHIN DEVELOPMENT IS 17.958 ACRES.
 - GREENSPACE REQUIRED 17.958 AC. X 25% = 4.490 AC. GREENSPACE PROVIDED = 7.971 AC.
 - OWNER - BARRY CARR
B.C. PROPERTIES OF GEORGIA, LLC
3199 PALMYRA ROAD
ALBANY, GA 31707
(229) 883-5100
 - THERE IS A 15' UTILITY EASEMENT PARALLEL AND CONTIGUOUS TO ALL 60' STREET RIGHTS-OF-WAYS
 - THIS PROPERTY IS ZONED R-1.
 - MINIMUM BUILDING SETBACKS ARE AS FOLLOWS:
FRONT: 35'
SIDE: 15'
REAR: 10'
 - NO PORTION OF THIS PROPERTY LIES IN THE 100 YEAR FLOOD PLAIN PER F.I.R.M. COMMUNITY PANEL 13017702400 DATED SEPTEMBER 02, 2015.
 - GREENSPACE AREAS ARE TO BE OWNED & MAINTAINED BY A HOMEOWNERS ASSOCIATION.
 - LOTS ARE TO BE SERVED BY LEE COUNTY WATER AND SEWER SYSTEMS. 8" WATER MAINS SHALL BE CONSTRUCTED WITHIN THE STREET RIGHTS-OF-WAY WITH HYDRANT SPACING AT 500' INTERVALS. 8" GRAVITY SANITARY SEWER MAINS SHALL ALSO BE CONSTRUCTED WITHIN STREET RIGHTS-OF-WAY.
 - PROPOSED ROADWAYS ARE TO BE PUBLIC WITH 28' WIDTH FROM BACK OF CURB TO BACK OF CURB.
 - WETLANDS MAY BE PRESENT IN SOME OF THESE LOTS. WETLANDS ARE PROTECTED BY FEDERAL LAW. BEFORE DISTURBING ANY AREA DESIGNATED AS A WETLAND CONTACT THE U.S. ARMY CORP OF ENGINEERS, REGULATORY BRANCH, P.O. BOX 989, SAVANNAH, GA 31402-0989
 - ELEVATIONS SHOWN HEREON ARE BASED UPON NAVD 88 DATUM.
 - THE LEE COUNTY UTILITIES AUTHORITY HAS CONTROL OVER THE SUPPLY OF POTABLE WATER AND RECEIPT OF SANITARY SEWAGE FROM ALL LANDS SUBDIVIDED AFTER JULY 27, 1995. OWNERS OF THESE SUBDIVIDED LOTS WILL BE REQUIRED TO IMMEDIATELY CONNECT TO PUBLIC WATER AND SEWAGE SYSTEMS WHENEVER EITHER BECOMES ACCESSIBLE.

GRAPHIC SCALE



PRELIMINARY SUBDIVISION PLAT
HILLRIDGE SECTION 3
PART OF LAND LOTS 249, 250, 263 AND 264, SECOND LAND DISTRICT
LEE COUNTY, GEORGIA

LANIER ENGINEERING INC.

1504 W. THIRD AVENUE ALBANY, GEORGIA
31707 (229) 438-0829 FAX (229) 438-9921
EMAIL GW@LANIER-ENGINEERING.COM

SURVEYED	H/A	SCALE	1" = 100'	PROJ. NO.	20178	DATE	11/10/20	SHEET NUMBER	21
DRAWN	DCS	CHECKED	L.T.	DWG	20178PP1.DWG	SUR. DATE	H/A	1 OF 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 Starkville 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
Utilities Authority	1	06/30/2022	1 Year

Upcoming Volunteer Board Vacancies	Vacancies	Expires	Term
Development Authority	4	05/31/22	4 Year
Housing Task Force	1	05/31/22	2 Year

Utilities Authority			
District	Name & Address	Term	Appointing Authority
BOC	George Walls 110 Donald Road Leesburg, GA 31763	1 Year Term Expiring on 01/31/2023	By Virtue of Office
1 06/30/2017	Art Ford 407 GA Hwy 32 East Leesburg, GA 31763	1 Year Term Expiring on 06/30/2022	County
1 06/30/2017	Victor Stubbs 181 Magnolia Avenue Leesburg, GA 31763	1 Year Term Expiring on 06/30/2022	County
1 01/31/2017	Troy Golden 117 Blue Spring Dr. Leesburg, GA 31763	1 Year Term Expiring on 01/31/2023	County
4 01/31/2017	Johnny Barthlein 156 Pheasant Drive Leesburg, GA 31763	1 Year Term Expiring on 01/31/2023	County
3 01/31/2017	Ed Duffy 740 Creekside Dr. Leesburg, GA 31763	1 Year Term Expiring on 01/31/2023	County
1	VACANT	1 Year Term Expiring on 06/30/2022	County
<p>Members must be Lee County citizens. Meetings are held on the third Thursday of each month (12 meetings annually) at 6:00 p.m. at the T. Page Tharp Governmental Building, Opal Cannon Auditorium, 102 Starksville Ave. N., Leesburg, GA 31763</p> <p>General Manager ~ Chris Boswell, cboswell@lee.ga.us Office 229-759-6056, Fax 759-3319</p> <p>Utilities Administrator ~ Tricia Harris, Attorney ~ Jimmy Skipper.</p> <ul style="list-style-type: none"> • Board Members: paid \$100/mthly 			

Kaitlyn Sawyer

Subject: FW: Interest in Lee County Utilities Authority

From: Levent Gokcen <legokcen@bellsouth.net>

Sent: Thursday, April 07, 2022 9:55 AM

To: Christi Dockery <cdockery@lee.ga.us>

Cc: Billy Mathis <mathislaw@att.net>

Subject: Interest in Lee County Utilities Authority

Christi Dockery,

I hope this note finds you well. I am Levent Gokcen and have connected with Billy Mathis regarding serving on the Lee County Utilities Authority. I've been a Lee County resident since 2000 and interesting in serving the community further. I've served as the Chairman of Board at the United Way of SW GA and would like to contribute further in my community.

I'm currently a Chemical Engineer here at Procter and Gamble and have previously been the Department Leader of our Utilities Organization which also works with waste water. Currently, one of my responsibilities is being the Sustainability Leader here at the plant, which I have led us to being a certified Zero Manufactured Waste to Landfill Site and have developed our recycling program.

I would like to get involved in the Lee County Utilities and contribute to the community aspect of utilities and sustainability if possible.

Please let me know what would be needed from me to be considered part of the Authority.

Thank you!

Levent Gokcen



MEMORANDUM LEE COUNTY BOARD OF COMMISSIONERS

TO: Honorable Board of County Commissioners

SUBJECT: Software for Magistrate Court

MEETING DATE: Tuesday, April 12, 2022

MOTION/RECOMMENDATION

Motion to ratify a three (3) year Subscription License and Services Agreement with Tyler Technologies for Magistrate Court. Staff recommends approval, with the costs to come from Law Library funds.

BACKGROUND

Tyler Technologies will install and support web-based Magistrate Case Management with criminal warrant integration and civil eFiling capability and Accounting Applications for use in the Lee County Magistrate Court's offices.

Tyler Technologies will provide an in-depth application demonstration to all affected employees and agencies, perform site analysis to verify existing hardware and third party software exists, provide complete hardware analysis and provide recommendations and requirements, provide conversion analysis and format required for data conversion, install Tyler Technologies applications on office server and necessary work stations, provide application training for staff, provide User Acceptance Agreement upon installation completion, and provide ongoing support of said applications.

Fees are as follows:

- Monthly Subscription Fee: \$750.00
- Implementation and Training Fees: \$2,500.00
- Conversions Fees: \$10,000.00
 - \$5,000.00 will be paid upon initial delivery of the converted data
 - \$5,000.00 will be paid upon the completion of installation
- Third-Party Subscription, SSL Certificate and Unique Domain (required for Civil and Criminal eFiling) Annual Subscription Fee: \$100.00

ATTACHMENTS

Professional Service Agreement from Tyler Technologies Inc.



SUBSCRIPTION LICENSE AND SERVICES AGREEMENT

This Subscription License and Services Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to license the software products and perform the services set forth in the Investment Summary and Tyler desires to perform such actions under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

1. **“Agreement”** means this Subscription License and Services Agreement.
2. **“Client”** means the Lee County Magistrate Court, GA.
3. **“Defect”** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
4. **“Developer”** means a third party who owns the intellectual property rights to Third Party Software.
5. **“Documentation”** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
6. **“Effective Date”** means the date on which your authorized representative signs the Agreement.
7. **“Force Majeure”** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
8. **“Investment Summary”** means the agreed upon cost proposal for the software, products, and services attached as [Exhibit A](#).
9. **“Invoicing and Payment Policy”** means the invoicing and payment policy applicable to this Agreement. A copy of our current Invoicing and Payment Policy is attached as [Exhibit B](#).
10. **“Maintenance and Support Agreement”** means the terms and conditions governing the provision of maintenance and support services to all of our customers. A copy of our current Maintenance and Support Agreement is attached as [Exhibit C](#).
11. **“Statement of Work”** means the industry standard implementation plan describing how our professional services will be provided to implement the Tyler Software, and outlining your and our roles and responsibilities in connection with that implementation. The Statement of Work is attached as [Exhibit D](#).

12. **"Support Call Process"** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
13. **"Third Party Terms"** means, if any, the end user license agreement(s) or similar terms for the Third Party Software, as applicable.
14. **"Third Party Hardware"** means the third-party hardware, if any, identified in the Investment Summary.
15. **"Third Party Products"** means the Third Party Software and Third Party Hardware.
16. **"Third Party Software"** means the third-party software, if any, identified in the Investment Summary.
17. **"Tyler"** means Tyler Technologies, Inc., a Delaware corporation.
18. **"Tyler Software"** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
19. **"we", "us", "our"** and similar terms mean Tyler.
20. **"you"** and similar terms mean Client.

SECTION B – SOFTWARE LICENSE

1. License Grant and Restrictions.

- 1.1 For so long as you pay your then-current annual subscription fee, we grant to you a license to use the Tyler Software for your internal business purposes only, in the scope of the internal business purposes disclosed to us as of the Effective Date. You may make copies of the Tyler Software for backup and testing purposes, so long as such copies are not used in production and the testing is for internal use only, and so long as such copies are destroyed when you stop paying annual subscription fees. Your rights to use the Tyler Software are coterminous with the duration of your subscription fee payments, but may be revoked if you do not comply with the terms of this Agreement.
- 1.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.
- 1.3 You may not: (a) transfer or assign the Tyler Software to a third party; (b) reverse engineer, decompile, or disassemble the Tyler Software; (c) rent, lease, lend, or provide commercial hosting services with the Tyler Software; or (d) publish or otherwise disclose the Tyler Software or Documentation to third parties.
- 1.4 The license terms in this Agreement apply to updates and enhancements we may provide to you or make available to you through your Maintenance and Support Agreement.
- 1.5 The right to transfer the Tyler Software to a replacement hardware system is included in your license. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance from us associated with such transfer.
- 1.6 We retain all ownership and intellectual property rights to the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to

use the Tyler Software in excess of the scope and/or duration of this Agreement. We reserve all rights not expressly granted to you in this Agreement. The Tyler Software and Documentation are protected by copyright and other intellectual property laws and treaties. We own the title, copyright, and other intellectual property rights in the Tyler Software and the Documentation. The Tyler Software is licensed, not sold.

2. **Subscription Fees.** You agree to pay us the annual subscription fees in the amounts set forth in the Investment Summary and thereafter at our then-current rates, as further described in the Invoicing and Payment Policy.
3. **Limited Warranty.** We warrant that the Tyler Software will be without Defect(s) as long as you have a Maintenance and Support Agreement in effect. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect as set forth in the Maintenance and Support Agreement.

SECTION C – PROFESSIONAL SERVICES

1. **Services.** We will provide you the various implementation-related services itemized in the Investment Summary and described in the Statement of Work.
2. **Professional Services Fees.** You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
3. **Additional Services.** The Investment Summary contains, and the Statement of Work describes, the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.
4. **Cancellation.** We make all reasonable efforts to schedule our personnel for travel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.
5. **Services Warranty.** We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
6. **Site Access and Requirements.** At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us. You further agree to provide a reasonably suitable environment, location, and space for the installation of the Tyler Software and any Third Party Products, including, without limitation, sufficient electrical

circuits, cables, and other reasonably necessary items required for the installation and operation of the Tyler Software and any Third Party Products.

7. **Client Assistance.** You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).

SECTION D – MAINTENANCE AND SUPPORT

1. **Maintenance and Support Fees.** This Agreement includes maintenance and support services, as described in Exhibit C, with the payment of your subscription fees. If you continue to make timely payments for subscription fees according to our Invoicing and Payment Policy, we will provide you with maintenance and support services for the Tyler Software under the terms of our standard Maintenance and Support Agreement.

SECTION E – THIRD PARTY PRODUCTS

To the extent there are any Third Party Products set forth in the Investment Summary, the following terms and conditions will apply:

1. **Third Party Hardware.** We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
2. **Third Party Software.** Upon payment in full of the Third Party Software license fees, you will receive a non-transferable license to use the Third Party Software and related documentation for your internal business purposes only. Your license rights to the Third Party Software will be governed by the Third Party Terms.
 - 2.1 We will install onsite the Third Party Software. The installation cost is included in the installation fee in the Investment Summary.
 - 2.2 If the Developer charges a fee for future updates, releases, or other enhancements to the Third Party Software, you will be required to pay such additional future fee.
 - 2.3 The right to transfer the Third Party Software to a replacement hardware system is governed by the Developer. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance from us associated with such transfer.
3. **Third Party Products Warranties.**
 - 3.1 We are authorized by each Developer to grant or transfer the licenses to the Third Party Software.

- 3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.
- 3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.
4. **Maintenance.** If you have a Maintenance and Support Agreement in effect, you may report defects and other issues related to the Third Party Software directly to us, and we will (a) directly address the defect or issue, to the extent it relates to our interface with the Third Party Software; and/or (b) facilitate resolution with the Developer, unless that Developer requires that you have a separate, direct maintenance agreement in effect with that Developer. In all events, if you do not have a Maintenance and Support Agreement in effect with us, you will be responsible for resolving defects and other issues related to the Third Party Software directly with the Developer.

SECTION F – INVOICING AND PAYMENT; INVOICE DISPUTES

1. **Invoicing and Payment.** We will invoice you for all fees set forth in the Investment Summary per our Invoicing and Payment Policy, subject to Section F(2) "Invoice Disputes".
2. **Invoice Disputes.** If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

SECTION G – TERM, EXPIRATION, AND TERMINATION

1. **Renewal and Expiration of Subscription.** The initial term of this Agreement is for three (3) years, commencing on the first day of the first month following the Effective Date, unless otherwise terminated as set forth in this Section G. Upon expiration of the initial term, this Agreement will renew automatically for additional one (1) year renewal terms at our then-current subscription fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Your right to access or use the Tyler Software will terminate at the end of this Agreement. You must give us no less than sixty (60) days' advance written notice, measured from the date through which you have paid your then-current annual subscription fee, of your intent to not renew this Agreement. You will pay us for all undisputed fees and expenses related to the software and/or services you have received, or we have incurred or delivered, prior to the effective

date of expiration. Any disputed fees and expenses must have been submitted to the Invoice Dispute process set forth in Section F(2) "Invoice Disputes" at the time of expiration in order to be withheld at termination. You will not be entitled to a refund or offset of previously paid license and other fees.

2. **For Cause.** If you believe we have materially breached this Agreement, you will invoke Section I(3) "Dispute Resolution" and all procedures, terms, and conditions set forth therein. You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section I(3) "Dispute Resolution". In the event of termination for cause, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination.
3. **Lack of Appropriations.** If you should not appropriate or otherwise receive funds sufficient to purchase, lease, operate, or maintain the software or services set forth in this Agreement, you may unilaterally terminate this Agreement effective on the final day of the fiscal year through which you have funding. You will make every effort to give us at least thirty (30) days written notice prior to a termination for lack of appropriations. In the event of termination due to a lack of appropriations, you will pay us for all undisputed fees and expenses related to the software and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Any disputed fees and expenses must have been submitted to the Invoice Dispute process set forth in Section F(2) at the time of termination in order to be withheld at termination. You will not be entitled to a refund or offset of previously paid license and other fees.
3. **Force Majeure.** Except for your payment obligations, either you or we may terminate this Agreement if a Force Majeure event suspends performance of scheduled tasks for a period of forty-five (45) days or more. In the event of termination due to Force Majeure, you will pay us for all undisputed fees and expenses related to the software and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Any disputed fees and expenses must have been submitted to the Invoice Dispute process set forth in Section F(2) "Invoice Disputes" at the time of termination in order to be withheld at termination. You will not be entitled to a refund or offset of previously paid license and other fees.
4. **Failure to Pay Subscription Fees.** You acknowledge that continued access to the Tyler Software is contingent upon your timely payment of the subscription fees contemplated under this Agreement. If you fail to timely pay the subscription fees, we may discontinue the services hereunder and deny your access to the Tyler Software. We may also terminate this Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.

SECTION H – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. **Intellectual Property Infringement Indemnification.**

1.1 We will defend you against any third-party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its

defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

- 1.2 Our obligations under this Section H(1) will not apply to the extent the claim or adverse final judgment is based on your: (a) use of a previous version of the Tyler Software and the claim would have been avoided had you installed and used the current version of the Tyler Software, and we provided notice of that requirement to you; (b) combining the Tyler Software with any product or device not provided, contemplated, or approved by us; (c) altering or modifying the Tyler Software, including any modification by third parties at your direction or otherwise permitted by you; (d) use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties; or (e) willful infringement, including use of the Tyler Software after we notify you to discontinue use due to such a claim.
- 1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.
- 1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; (c) replace it with a functional equivalent; or (d) terminate this Agreement and refund you the prepaid but unused subscription fees for the year in which the Agreement terminates. We will pursue those options in the order listed herein. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

- 2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
- 2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

3. **DISCLAIMER.** EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
4. **LIMITATION OF LIABILITY.** EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) PRIOR TO FORMAL TRANSITION TO MAINTENANCE AND SUPPORT, THE TOTAL ANNUAL SUBSCRIPTION FEES AND SERVICES FEES YOU HAVE PAID THROUGH THAT TRANSITION; OR (B) AFTER FORMAL TRANSITION TO MAINTENANCE AND SUPPORT, THE THEN-CURRENT ANNUAL SUBSCRIPTION FEES. THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTION H(1) "INTELLECTUAL PROPERTY INFRINGEMENT INDEMNIFICATION" AND SECTION H(2) "GENERAL INDEMNIFICATION".
5. **EXCLUSION OF CERTAIN DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
6. **Insurance.** During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least \$5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

SECTION I – GENERAL TERMS AND CONDITIONS

1. **Additional Products and Services.** You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date, and thereafter at our then-current list price, by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.
2. **Optional Items.** Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.
3. **Dispute Resolution.** You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, either of us may assert our respective rights and remedies in a court

of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.

4. **Taxes.** The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.
5. **Non-discrimination.** We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.
6. **E-Verify.** We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.
7. **Subcontractors.** We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.
8. **Binding Effect; No Assignment.** This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.
9. **Force Majeure.** Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.
10. **No Intended Third-Party Beneficiaries.** This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.
11. **Entire Agreement; Amendment.** This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.

12. **Severability.** If any provision of this Agreement is found by a proper authority to be unenforceable or invalid, such unenforceability or invalidity will not render this Agreement unenforceable or invalid as a whole and, in such event, such provision will be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law or applicable court decisions.
13. **No Waiver.** In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
14. **Independent Contractor.** We are an independent contractor for all purposes under this Agreement.
15. **Notices.** All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.
16. **Client Lists.** You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.
17. **Confidentiality.** Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
 - (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
 - (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
 - (c) a party receives from a third party who has a right to disclose it to the receiving party; or
 - (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.

18. **Business License.** In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.
19. **Governing Law.** This Agreement and any action related thereto will be governed, controlled, interpreted, and defined by and under the laws of the of your state of domicile, including applicable U.S. federal law, without giving effect to any conflicts of laws principles that require the application of the law of a different state.
20. **Multiple Originals and Authorized Signatures.** This Agreement may be executed in one or more counterparts. Each counterpart will be an original, but all such counterparts will constitute a single instrument. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.
21. **Cooperative Procurement.** To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.
22. **Contract Documents.** This Agreement includes the following exhibits:
- | | |
|-----------|---|
| Exhibit A | Investment Summary |
| Exhibit B | Invoicing and Payment Policy |
| Exhibit C | Maintenance and Support Agreement
Schedule 1: Support Call Process |
| Exhibit D | Statement of Work |

[Remainder of page is intentionally left blank; signature page to follow]

IN WITNESS WHEREOF, a duly authorized representative of each party has executed and delivered this Agreement as of the date(s) set forth below.

TYLER TECHNOLOGIES, INC.:

By: _____

Name: _____

Title: _____

Date: _____

Address for

Notices: Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096
Attention: Chief Legal Officer

LEE COUNTY MAGISTRATE COURT:

By: _____

Name: _____

Title: _____

Date: _____

Address for

Notices: Lee County Magistrate Court

Attention: _____



EXHIBIT A
Investment Summary

The following Investment Summary details the software, products, and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

[Remainder of this page intentionally left blank]

Investment Summary

Tyler Software: Magistrate Case Management Application with Criminal & Civil eFiling ("Tyler Software")

Monthly Subscription Fee: \$750

Implementation and Training Fees: \$2,500

- Services as described in the SOW
- On-site visits limited to 40 hours

Conversions: \$10,000 - Costs for conversion activities are not included in the above-stated Implementation and Training Fees. Conversion fees of \$5,000 are due upon initial delivery of the converted data and \$5000 due upon installation completion.

Third-Party Subscription:

SSL Certificate and Unique domain: Required for Civil & Criminal eFiling

Annual Subscription Fee: \$100



EXHIBIT B Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: We will invoice you for the applicable license and services fees in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. Tyler Software.

1.1 *Subscription Fees:* Subscription fees are invoiced on a monthly basis, in the amount set forth in the Investment Summary, beginning on the commencement of the initial term as set forth in Section G "Term, Expiration, and Termination" of this Agreement. Your monthly subscription fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual subscription fees will be at our then-current rates.

1.2 *Maintenance and Support Fees:* Maintenance and support is included in the subscription fees contemplated under this Agreement, as set forth in Section D "Maintenance and Support" and "Exhibit C" of this Agreement.

2. Professional Services.

2.1 *Implementation and Other Professional Services:* Implementation and other professional services are billed and invoiced on a fixed-fee basis due upon completion of Deliverable number 7 in the SOW, at the rates set forth in the Investment Summary

2.2 *Conversions:* Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, we will bill you the actual services delivered on a time and materials basis

2.3 *Requested Modifications to the Tyler Software:* Requested modifications to the Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed. You may still report Defects to us as set forth in the Maintenance and Support Agreement.

3. Third Party Products.

3.1 *Third Party Software License Fees:* License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.

3.2 *Third Party Software Maintenance*: Where applicable, the first-year maintenance for the Third Party Software is invoiced when we make it available to you for downloading.

3.3 *Third Party Hardware*: Third Party Hardware costs, if any, are invoiced upon delivery.

3.4 *Third Party Subscription Fees*: Subscription Fees for Third Party Software, at the rates set forth in the Investment Summary, are invoiced on the commencement of the initial term. Thereafter, such fees shall be invoiced annually in advance. Fees beyond the initial term shall be at our then-current rates.

4. Expenses. The service rates in the Investment Summary include travel expenses.

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is:

Bank:	Wells Fargo Bank, N.A. 420 Montgomery San Francisco, CA 94104
ABA:	121000248
Account:	4124302472
Beneficiary:	Tyler Technologies, Inc. – Operating



EXHIBIT C **Maintenance and Support Agreement**

We will provide you with the following maintenance and support services for the Tyler Software. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

1. [INTENTIONALLY OMITTED]
2. Maintenance and Support Fees. Your year 1 Subscriptions fees for the Tyler Software are listed in the Investment Summary, and your payment obligations are set forth in the Invoicing and Payment Policy. We reserve the right to suspend maintenance and support services if you fail to pay undisputed subscription fees within thirty (30) days of our written notice. we will reinstate maintenance and support services only if you pay all past due subscription fees, including all fees for the periods during which services were suspended.
3. Maintenance and Support Services. As long as you are not using the help desk as a substitute for our training services on the Tyler Software, and you timely pay your subscription fees, we will, consistent with our then-current support call process:
 - 3.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (limited to the then-current version and the immediately prior version); provided, however, that if you modify the Tyler Software without our consent, our obligation to provide maintenance and support services on and warrant the Tyler Software will be void;
 - 3.2 provide telephone support during our established support hours;
 - 3.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;
 - 3.4 provide you with a copy of all major and minor releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and
 - 3.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with our then-current release life cycle policy.
4. Client Responsibilities. We will use all reasonable efforts to perform any maintenance and support services remotely. Currently, we use a third-party secure connectivity tool. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with

proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain a VPN for backup connectivity purposes.

5. Hardware and Other Systems. If you are a self-hosted customer and, in the process of diagnosing a software support issue, it is discovered that one of your peripheral systems or other software is the cause of the issue, we will notify you so that you may contact the support agency for that peripheral system. We cannot support or maintain Third Party Products except as expressly set forth in the Agreement.

In order for us to provide the highest level of software support, you bear the following responsibility related to hardware and software:

- (a) All infrastructure executing Tyler Software shall be managed by you;
 - (b) You will maintain support contracts for all non-Tyler software associated with Tyler Software (including operating systems and database management systems, but excluding Third-Party Software, if any); and
 - (c) You will perform daily database backups and verify that those backups are successful.
6. Other Excluded Services. Subscription fees do not include fees for the following services: (a) initial installation or implementation of the Tyler Software; (b) onsite maintenance and support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (c) application design; (d) other consulting services; (e) maintenance and support of an operating system or hardware, unless you are a hosted customer; (f) support outside our normal business hours as listed in our then-current Support Call Process; or (g) installation, training services, or third party product costs related to a new release. Requested maintenance and support services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.
 7. Current Support Call Process. Our current Support Call Process for the Tyler Software is attached to this Exhibit C at Schedule 1.



EXHIBIT C

Schedule 1: Support Call Process

Support Channels

Tyler Technologies, Inc. provides the following channels of software support:

- (1) Email – for less urgent situations, users may submit unlimited emails directly to the software support group.
- (2) Telephone – for urgent or complex questions, users receive toll-free, unlimited telephone software support.

Support Availability

Tyler Technologies support is available during the local business hours of 8:30 AM to 5 PM ET (Monday – Friday). Tyler’s holiday schedule is outlined below. There will be no support coverage on these days.

New Year’s Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	Martin Luther King, Jr. Day

Issue Handling

Incident Tracking

Every support incident is logged into Tyler’s Customer Relationship Management System and given a unique incident number. This system tracks the history of each incident. The incident tracking number is used to track and reference open issues when clients contact support. Clients may track incidents, using the incident number, through the portal at Tyler’s website or by calling software support directly.

Incident Priority

Each incident is assigned a priority number, which corresponds to the client’s needs and deadlines. The client is responsible for reasonably setting the priority of the incident per the chart below. The goal of this structure is to help the client clearly understand and communicate the importance of the issue and to describe expected responses and resolutions.

Priority Level	Characteristics of Support Incident	Resolution Targets
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client's remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. Tyler's responsibility for lost or corrupted data is limited to assisting the client in restoring its last available database.
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. Tyler's responsibility for loss or corrupted data is limited to assisting the client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack. Tyler's responsibility for lost or corrupted data is limited to assisting the client in restoring its last available database.
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days. Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

Incident Escalation

Tyler Technology's software support consists of four levels of personnel:

- (1) Level 1: front-line representatives
- (2) Level 2: more senior in their support role, they assist front-line representatives and take on escalated issues
- (3) Level 3: assist in incident escalations and specialized client issues

- (4) Level 4: responsible for the management of support teams for either a single product or a product group

If a client feels they are not receiving the service needed, they may contact the appropriate Software Support Manager. After receiving the incident tracking number, the manager will follow up on the open issue and determine the necessary action to meet the client's needs.

On occasion, the priority or immediacy of a software support incident may change after initiation. Tyler encourages clients to communicate the level of urgency or priority of software support issues so that we can respond appropriately. A software support incident can be escalated by any of the following methods:

- (1) Telephone – for immediate response, call toll-free to either escalate an incident's priority or to escalate an issue through management channels as described above.
- (2) Email – clients can send an email to software support in order to escalate the priority of an issue
- (3) On-line Support Incident Portal – clients can also escalate the priority of an issue by logging into the client incident portal and referencing the appropriate incident tracking number.

Remote Support Tool

Some support calls require further analysis of the client's database, process or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Support is able to quickly connect to the client's desktop and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.



EXHIBIT D
Statement of Work

[Remainder of this page intentionally left blank]

I. GENERAL INFORMATION

Name of Customer: Lee County, GA Magistrate Court ("Customer")

Name of Contractor: Tyler Technologies

Date: 01/03/2022

Description of Project: Magistrate Case Management with Criminal & Civil eFiling and Accounting Applications

Customer Primary Contact: Honorable: Jim Thurman

II. DESCRIPTION OF WORK:

Objective: Tyler Technologies will install and support web-based Magistrate Case Management with criminal warrant integration and civil eFiling capability and Accounting Applications for use in the Lee County Magistrate Court's office.

Tyler Technologies Deliverables:

1. Provide in-depth application demonstration to all affected employees and agencies.
2. Perform site analysis to verify existing hardware and third party software exists.
3. Provide complete hardware analysis and provide recommendations and requirements.
4. Provide conversion analysis and format required for data conversion.
5. Install Tyler Technologies applications that are listed above on office server and necessary work stations.
6. Provide application training for staff.
7. Provide User Acceptance Agreement upon installation completion.
8. Provide ongoing support of said applications. Phone call and email response is provided to clients by Tyler Technologies Monday through Friday from 8:30am to 5:00pm, excluding major holidays.

III. ASSUMPTIONS

1. Lee County will provide Tyler Technologies with access to necessary information in a timely manner so that deadlines will not be affected, including administration privileges to the data and image servers as necessary.
2. Lee County will provide servers with the necessary hardware and software requirements for access to the network and available for Tyler Technologies to install application upgrades and related components.

System Requirements:	
Hardware Requirement	
Workstation (Minimum):	Server (Minimum):
1. Dual Core Processor (1.3 GHz to 3.4 GHz) CPU	1. 3.00 GHZ Multiprocessor CPU
2. 8 GB of RAM	2. 16 GB of RAM
3. 20 GB of hard disk free space	3. 200 GB of hard disk free space*
	*exact free hard drive space determined by applications and size of county.
Software Requirement	
Workstation (Minimum):	Server (Minimum):
1. .Net Framework 3.5sp1 & .Net framework 4.6.1 & 4.7	1. IIS (Internet Information Service) (Applicable only to Web Server)
2. Operating System: Windows 7 64bit or Windows 10	2. .Net Framework 3.5sp1 & .Net framework 4.6.1 & 4.7, for application components (Applicable only to Web Server)
3. Microsoft Office 2010 (or greater)	3. WinRAR archive software for extracting *.RAR files (Applicable to Web Server for deployment purposes)
	4. Microsoft SQL Server 2012 or higher (Applicable only to Database Server)
	5. Operating System: Windows 2012 R2 Server 64 bit OS with latest Service Pack (To all servers)

V. PROJECT SCHEDULE

Conversion – Date to be determined

Initial Data Conversion, Review Data with Client for accuracy, Perform Final Conversion

Set Installation and Training Schedule

TYLER TECHNOLOGIES Deliverables for Conversion:

Accounting - TYLER TECHNOLOGIES will assist with getting partial payments set up and up to date after GO LIVE.

For Case Management conversion:

Phase 1

1. Retrieve initial data download from designated location
2. Write conversion scripts
3. Perform 1st conversion using data provided in initial data download.
4. Provide complete TYLER TECHNOLOGIES application data demonstration.

It is the responsibility of the customer to identify any issues with data converted at this time.

Phase 2

1. **Resolve issues found in initial data demonstration\review.**
2. **Provide complete TYLER TECHNOLOGIES application data demonstration.**
3. **Confirm final data upload date and notify current vendor of cut-over date.**
4. **Perform final conversion on final data set.**

Functional Description

MAGISTRATE CASE MANAGEMENT APPLICATION

Client will have ability to create cases using standard court division codes; create notices, subpoenas, calendars and envelopes from within each case displayed in Microsoft Word for easy edit. Integrate with MPC Accounting to receipt within each case. View payment history and designated payee for restitution and garnishments. Email proceedings and notices to internal and external contacts. Scan, view and print digital images on proceeding level. Handle multiple count offenses through single key entry. Produce Case File Labels by filing date. Produce calendars in PDF or export to Microsoft Excel for easy edit. Allow simple docket search by case number, plaintiff or defendant. Search across all divisions or limit search by court division. Integrate with MPC Case Management application for easy data exchange across all courts.

Criminal E-Filing Software Features:

Originate process and retrieve Criminal Warrants, Search Warrants, First Appearance and Bond Hearings through Video Conference and Electronic Signature technologies. Accept or deny warrant applications with automatic email notifications sent to the affiant. Accepted warrants assigned new case number and imported into Magistrate database for adjudication. Original warrants and judicial notices accessible to the affiant for print with additional copies available. Re-issue an original warrant or notice at the judge's discretion. Denied warrants may be resubmitted after changes or adjustments. Data merge fields for questions, Bond Order, Clerk and Special Conditions. Post signed original warrants, forms or copies to originating affiant location. Generate pending or denied status reports. Multiple location configurations available.

Civil E-Filing Module

Public has the ability to file online civil cases and submit payment and populate magistrate case file data base after administrative "accept" or "deny" utility has been executed. Case file originator receives automatic notifications via email. Court receives filing fees thru ACH deposit as directed by Chief Magistrate Judge.

ACCOUNTING APPLICATION

Client will have ability to generate, edit & void receipts. TYLER TECHNOLOGIES will provide custom setup to meet specific needs. Customer will have ability to balance funds by date, operator and entity, reprint receipts after printing or posting, accept partial payments with disbursement according to GSCCCA standards. TYLER TECHNOLOGIES will provide automatic posting to Accounts Payable and General Ledger with detailed vendor history. Produce detailed month end reports before and after posting. Provide bank reconciliation and balance ledgers from bank statements.



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: ¾ 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, Pineridge Drive, Southhill Drive, East Century Road, Cookville Road, Stocks Dairy Road, Woodstone Circle, Waterbury Court, Wayside Court, Winners Court, Groover Street, Haley Drive, and Gus Martin Road
- Funds to be Received from GDOT: \$612,489.86
 - Total, with 30% match from Lee County: **\$796,236.82**

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
- Completed: April 2022

Sidewalks

- The Georgia Department of Transportation, GDOT, has approved the City of Leesburg's request for funding assistance for sidewalks on State Route 3, State Route 32, and Firetower Road.
- GDOT is committing up to \$304,000 or 70% of the project cost, whichever is less.
- Failure to begin projects before March 30, 2022 may result in the cancellation of funds.

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

Tharp Fire Suppression System

- Georgia Automatic Sprinkler have received the parts for the system.
- Estimated installation date is in two weeks.

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

2022 LMIG Road Projects

- For use in resurfacing the following roads: Palmyra Road, Story Lane, 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
- Pre-Bid Meeting: March 24, 2022
- Bid Opening: April 11, 2022
- Results to be brought to the BOC on April 12, 2022

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
- Pre-Construction meeting held March 15, 2022

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 Delivery and Installation: 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

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
 - Start Date: February 2022 (Weather Permitting)
 - Deadline June 2022

Future

Oakland Library Lighting

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

Residential Garbage Services

- Staff writing RFP Documents
- Projected Bid Opening: April 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: LMIG Road Projects RFP
MEETING DATE: Tuesday, April 12, 2022

MOTION/RECOMMENDATION

Motion to award the bid for the 2022 LMIG Road Projects. Staff recommends awarding the bid to Oxford Construction Company, the lowest responsive bidder, for \$2,018,312.20, to come from LMIG and TSPLOST funds.

BACKGROUND

The Georgia Department of Transportation (GDOT) maintains the Local Maintenance & Improvement Grant (LMIG) Program, which is a grant program designed to aid in the maintenance and improvements of roadways. The amount of funding is determined based on the total centerline road miles and the total population of the county as compared with the total centerline road miles and total population of the State of Georgia, with a required local match.

The county's formula amount for 2022 is \$612,489.86, plus our required 30% local match of \$183,746.80 comes to a **total of \$796,236.66** to put towards various road projects. The estimated cost to resurface a road is \$110,000.00 per mile and the estimated cost to pave a road is \$1.1 million per mile. **Lee County's LMIG Application was approved January 25, 2022.**

An RFP was published of the resurfacing of the following roads: **Palmyra Road, Story Lane, Pineridge Drive, Southill Drive, East Century Road, Cookville Road, Stocks Dairy Road, Woodstone Circle, Waterbury Court, Wayside Court, Winners Court, Groover Street, and Gus Martin Road.** A pre-bid meeting was held Thursday, March 24, 2022 and a public bid opening was held Monday, April 11, 2022 at 2:05pm in the upstairs Kinchafoonee Room of the T. Page Tharp Governmental Building.

Two vendors submitted sealed bid proposals:

Oxford Construction Company	\$2,018,312.20
Reeves Construction Company	\$2,155,139.00

ATTACHMENTS

Proposal from Oxford Construction Company
Proposal from Reeves Construction Company

Updated Bid Form
2022 LMIG Road Resurfacing Services:
Thirteen (13) Lee County Roads
RFP# 0407

Name of Bidder/ Vendor: Oxford Construction Company
Contact Person: Jay Griffith
Mailing Address: 3200 Palmyra Road
Albany, Georgia 31707
Telephone: 229-883-3232
Email: jgriffith@oxfordconstruction.com

It is agreed by the undersigned bidder that the signature and submission of this bid represents the bidder's acceptance of all terms, conditions, and requirements of the bid specifications and, if awarded, the bid will represent the agreement between the parties.
No addendums will be allowed unless initiated by the County.

Resurfacing the Following Thirteen (13) Lee County Roads:

Century Road East, Cookville Road, Groover Street, Gus Martin Road, Palmyra Road, Pineridge Road, Southill Drive, Stocks Dairy Road, Story Lane, Waterbury Court, Wayside Court, Winners Court, and Woodstone Circle. NOTE: All existing striping and markings should be noted and replicated after resurfacing.

Base Bid Resurfacing = \$ 1,992,024²⁰
Asphalt Patching 60 Tons at \$ 160⁰⁰ per Ton = \$ 9,600⁰⁰
Curb Repair 375 Linear Feet at \$ 44⁵⁰ per LF = \$ 16,687⁵⁰
Total Bid Amount = \$ 2,018,312²⁰

*NOTE: The Total Bid Amount (as a sum of all roads listed) will be evaluated for award of this RFP. The Bid Amount for each road will not be evaluated individually nor will the projects be awarded separately.

Authorized Signature:  Title: Vice President

Name Printed: Jay Griffith Date: 4/11/22

Updated Bid Form
2022 LMIG Road Resurfacing Services:
Thirteen (13) Lee County Roads
RFP# 0407

Name of Bidder/ Vendor: Reeves Construction Company
Contact Person: Dean Hayman / Joey Tanner
Mailing Address: 2615 Old Jim Davis Road
Albany, Georgia 31721
Telephone: (229) 883-8011
Email: dhayman@reevescc.com / jtanner@reevescc.com

It is agreed by the undersigned bidder that the signature and submission of this bid represents the bidder's acceptance of all terms, conditions, and requirements of the bid specifications and, if awarded, the bid will represent the agreement between the parties.
No addendums will be allowed unless initiated by the County.

Resurfacing the Following Thirteen (13) Lee County Roads:

Century Road East, Cookville Road, Groover Street, Gus Martin Road, Palmyra Road, Pineridge Road, Southill Drive, Stocks Dairy Road, Story Lane, Waterbury Court, Wayside Court, Winners Court, and Woodstone Circle. NOTE: All existing striping and markings should be noted and replicated after resurfacing.

Base Bid Resurfacing = \$ 2,131,214.00
Asphalt Patching 60 Tons at \$180.00 per Ton = \$ 10,800.00
Curb Repair 375 Linear Feet at \$35.00 per LF = \$ 13,125.00
Total Bid Amount = \$ 2,155,139.00

*NOTE: The Total Bid Amount (as a sum of all roads listed) will be evaluated for award of this RFP. The Bid Amount for each road will not be evaluated individually nor will the projects be awarded separately.

Authorized Signature: Dean Hayman Title: West Region Manager

Name Printed: Dean Hayman Date: April 11, 2022

ADDEDA # 1, #2, AND #3 ACKNOWLEDGED *DH*

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF
LEE COUNTY, GEORGIA IN SUPPORT OF AN APPLICATION FOR
A GRANT TO BE SUBMITTED BY THE CITY OF ALBANY TO COMPLETE
THE RAILS TO TRAILS PROJECT FROM ALBANY THROUGH LEE COUNTY
TO SASSER, GEORGIA AND FOR OTHER PURPOSES**

WHEREAS, there is a 13.62 mile former rail corridor between the City of Albany and the City of Sasser which is known as the "Rails to Trails" Corridor; and

WHEREAS, a portion of said Rails to Trails Corridor runs through Lee County, Georgia; and

WHEREAS, the City of Albany currently holds title to the Rails to Trails Corridor in accord with the applicable federal "rail banking" statutes; and

WHEREAS, the City of Albany is in the process of applying for a RAISE Grant which would provide all or a portion of the funding to complete the development of the Rails to Trails Corridor for its entire length; and

WHEREAS, the Board of Commissioners of Lee County has been requested to express its support for such Grant Application; and

WHEREAS, the Board of Commissioners of Lee County deem it appropriate to provide such support for the Grant Application.

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

1. The Board of Commissioners hereby express support for the application to be submitted by the City of Albany for a RAISE Grant, the funds from which will be used to complete a portion or all of the development of the Rails to Trails Corridor for its entire length, so as to develop the corridor into a pedestrian and bicycle corridor for use by the public.

2. The Board of Commissioners further agrees to cooperate with the City of Albany in connection with any information, documents, or other materials which Lee County may possess in order that such information may be used in support of the proposed Grant Application.

3. In the event of the approval of the proposed Grant, Lee County further agrees to mutually cooperate with the City of Albany with respect to the future operation of the Rails to Trails Corridor through Lee County, to the extent that Lee County is legally authorized by its governing body and applicable state law and local ordinances to do so.

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

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

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

By: _____
Billy Mathis, Chairman

Attest: _____
Kaitlyn Sawyer, County Clerk