



# BOARD OF COUNTY COMMISSIONERS

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

TUESDAY, MAY 10, 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

- |  | <u>PAGE</u> |
|--|-------------|
| 1. <b><u>INVOCATION</u></b><br>Apostle Malden Batten, the Church of Leesburg, to lead the invocation.  |             |
| 2. <b><u>PLEDGE OF ALLEGIANCE</u></b>  |             |
| 3. <b><u>CALL TO ORDER</u></b>   |             |
| 4. <b><u>APPROVAL OF MINUTES</u></b>   |             |
| (A) Consideration to approve the minutes for the Board of Commissioners meeting for April 26, 2022.  | A - D       |
| (B) Consideration to approve the minutes for the Special Called meeting for the Board of Commissioners for April 26, 2022.   | E - H       |
| 5. <b><u>CONSENT AGENDA</u></b><br>NONE  |             |
| 6. <b><u>NEW BUSINESS</u></b>  |             |
| (A) Dana Glass, CEO, ASPIRE Behavioral Health and Developmental Disability Services, to present on Mental Health Awareness Month and discuss services provided by ASPIRE.  |             |
| Consideration to adopt a proclamation declaring May 2022 as Mental Health Awareness Month in Lee County.   | 1           |
| (B) Chad Slaughter, Senior Vice President of Employee Health and Benefits for Marsh McLennan Agency, LLC, to present healthcare.   |             |
| Consideration to approve a healthcare plan. <i>HANDOUT</i>   |             |
| Consideration to approve an agreement with Save On SP, LLC.  | 2 - 19      |
| 7. <b><u>PUBLIC HEARING</u></b>  |             |
| (A) <b>Lexwig, LLC (Z22-001)</b> has submitted an application to the Lee County Planning Commission requesting to rezone a total of 151.361 acres from AG-1 (Active Agricultural District) to R-1 (Single-Family |             |

Residential District). The property owner is Lexwig, LLC, Parcel Number is 039D 121, being part of Land Lots 209 and 210 of the Second Land District of Lee County, GA. *Planning Commission members and Planning Department staff recommend approval.*

20 - 31

8. **DEPARTMENTAL MATTERS**

NONE

9. **CONSTITUTIONAL OFFICERS & GOVERNMENTAL BOARDS/AUTHORITIES**

(A) Consideration to reappoint Assistant Fire Chief/ EMA Director Cole Williams to the **Regional Emergency Medical Services Advisory Council** as County representative for a term of four (4) years, to end in 2025.

32

(B) Consideration to appoint **four members** to the **Development Authority Board** for a term of four years. Current term expires 05/31/2022. New term expires 05/31/2026. Letters of interest in appointment received from David Brokamp (current member), Greg Crowder (current member), Dr. Jason Miller, and Keith Miller.

33 - 38

(C) Consideration to appoint **one member** to the **Housing Task Force** for a term of two years. Current term expires 05/31/2022. New term expires 05/31/2024. Letter of interest in reappointment received by Marian Grant-Whitlock.

39 - 40

10. **COUNTY MANAGER'S MATTERS**

(A) Updates on County projects.

41 - 46

(B) Consideration to approve a six-month (07/01/2022 – 12/31/2022) proposed contract and budget for the Office of the Circuit Public Defender David T. Winheim.

47 - 66

11. **COMMISSIONER'S MATTERS**

(A) Consideration to approve the Certificate of Distribution and adopt the Resolution for LOST.

67 - 70

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, May 24, 2022 at 6:00pm**.

(B) **Advance-in-Person Voting** is open to all eligible voters at the Elections and Registration Office, 100 Starksville Avenue North, Suite C in Leesburg **Monday through Friday from 8:15am to 5:00pm**. Advance-in-Person Voting will also be available on **Saturday, May 14, 2022 from 9:00am to 5:00pm**. **The last day for Advance-in-Person Voting is Friday, May 20, 2022.**

(C) The last day to mail an **absentee ballot** will be **Friday, May 13, 2022**.

## 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.

DRAFT



## BOARD OF COUNTY COMMISSIONERS

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

TUESDAY, APRIL 26, 2022 AT 6:00 PM

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

MEETING MINUTES  
VOTING SESSION

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### 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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The Lee County Board of Commissioners met in a voting session on Tuesday, April 26, 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 and Senior Minister Jim Morrow, First United Methodist Church of Albany, 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 April 12, 2022.**  
Commissioner Wheaton made the **MOTION** to approve the minutes for the Board of Commissioners meeting for April 12, 2022. Commissioner Walls seconded the **MOTION**. The **MOTION** was unanimous with Commissioner Singletary and Commissioner Muggridge voting yea.
- (B) **Consideration to approve the minutes for the Special Called meeting for the Board of Commissioners for April 12, 2022.**  
Commissioner Wheaton made the **MOTION** to approve the minutes for the Special Called meeting for the Board of Commissioners for April 12, 2022. Commissioner Walls seconded the **MOTION**. The **MOTION** was unanimous with Commissioner Singletary and Commissioner Muggridge voting yea.

### CONSENT AGENDA

NONE

### NEW BUSINESS

NONE

### PUBLIC HEARING

- (A) **The Board of Commissioners will hold a Public Hearing for an ordinance updating existing speed**

**limits, as prepared by GDOT. First Public Hearing Held April 12, 2022**

Chairman Mathis opened the Public Hearing.

Commissioner Muggridge asked if we could request a change in speed limit; for instance, he would like to request that DOT lower the speed limit on Old Leesburg Road/ State Route 133 to be 45 mph consistently. County Manager Dockery stated that the County put in a request like that for on Hwy 82, so we know we can certainly request it, but being a state route, DOT would ultimately have to approve it. Chairman Mathis suggested the County adopt the ordinance and then request a change with DOT.

With no further questions or comments from the Board or audience, the Public Hearing was closed.

Commissioner Muggridge made the **MOTION** to adopt an ordinance updating existing speed limits, as prepared by GDOT. Commissioner Wheaton seconded the **MOTION**. The **MOTION** was unanimous with Commissioner Singletary and Commissioner Walls voting yea.

**DEPARTMENTAL MATTERS**

**Building Inspection/Licensing**

- (A) **Consideration to approve an alcohol license to reflect a change in ownership for Rooster's Tavern. Applicant is Jonathan Clay Griffith.**

Staff has reviewed the application and the applicant has met all guidelines for approval. Commissioner Walls asked if a new license must be approved or if the existing license is transferrable to the new owner, to which County Manager Dockery replied that it would have to be a new license that would need to be approved. Chairman Mathis asked if the Board had once decided to change the process and allow staff to approve licenses such as these, as long as all requirements are met. Commissioner Muggridge added that he recalled that decision as well. County Attorney Skipper stated that traditionally it would come before Board, but at one point an amendment was done to take out the portion of the ordinance requiring these applications be advertised. Chairman Mathis stated the Board would go ahead and vote on this application, but asked County Manager Dockery and County Attorney Skipper to look into it so as to streamline the process and make it more of an administrative decision.

Commissioner Wheaton made the **MOTION** to approve an alcohol license to reflect a change in ownership for Rooster's Tavern. Commissioner Muggridge seconded the **MOTION**. The **MOTION** was unanimous with Commissioner Singletary and Commissioner Walls voting yea.

**Planning, Zoning & Engineering**

- (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.**

A letter of recommendation from engineer Matthew Inman was provided to the Board prior to the meeting. County Manager Dockery also added that Bruce Melton had extended the bond for a four year term instead of a two year term.

Commissioner Muggridge made the **MOTION** 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, with an extended bond for a four year term instead of a two year term. Commissioner Wheaton seconded the **MOTION**. The **MOTION** was unanimous with Commissioner Singletary and Commissioner Walls voting yea.

**CONSTITUTIONAL OFFICERS & GOVERNMENTAL BOARDS/AUTHORITIES**

NONE

**COUNTY MANAGER'S MATTERS**

- (A) **Updates on County projects.**

County Manager Dockery discussed ongoing projects in the County: (1) the proposed Fire Station 8; (2) all

easements except one have been signed for the water project on Hwy 82, we're just waiting on materials, and (3) we're waiting on Woodgrain to have their part to hook into our system.

**Discussion of proposed Fire Station #8.**

County Manager Dockery stated that at the direction of the Board, staff reached out to property owners in the desired area and a property owner has agreed to contact the Georgia Land Bank to see if some property may be cut out.

Fire Chief David Forrester stated that the proposed fire station would be in the area of Armena Road and Hwy 32 West. There are 448 structures in that area (a 5 mile service radius) that would be covered, with that area also constantly growing. Chairman Mathis asked Chief Forrester if he had been able to find any floor plans for the proposed building. Chief Forrester stated that he and County Manager Dockery discussed using something similar to the Smithville Fire Station plans because he felt they met the needs of the new station. Commissioner Singletary commented that he would love to see this station come to fruition. Chief Forrester added that there was already a truck and equipment ready for that station.

Fire Chief Forrester also stated that the new fire truck had been delivered and is now in service and operational.

(B) **Discussion of generators for government buildings. HANDOUT**

County Manager Dockery stated that staff had received quotes for the installation of switches for generators for government buildings, with those quotes being provided to the Board as handouts prior to the meeting. Chairman Mathis stated that this was for the review of the Board for a future purchase as a continuation of a project to obtain generators for the buildings in preparation of emergencies.

(C) **Consideration to approve a Drainage Easement and a Quitclaim Deed with respect to certain real property located in Land Lot 251, 2nd District in Lee County for Oaks at Oakland Plantation, LLC, the successor-in-title to DAI-OSL Land Holdings, LLC.**

County Attorney Skipper stated that there was a sewer easement, drainage easement, and a quitclaim deed for this project. The Utilities Authority will accept the sewer easement and the Board needs to accept the drainage easement and quit claim deed. County Manager Dockery added that the Utilities Authority has already accepted the sewer easement. The county is relinquishing this 10 acres to swap property from the interior (building built over this easement) to the property now along the perimeter of the lot.

Commissioner Wheaton made the **MOTION** to approve a Drainage Easement and a Quitclaim Deed with respect to certain real property located in Land Lot 251, 2nd District in Lee County for Oaks at Oakland Plantation, LLC, the successor-in-title to DAI-OSL Land Holdings, LLC as part of a property swap. Commissioner Muggridge seconded the **MOTION**. The **MOTION** was unanimous with Commissioner Singletary and Commissioner Walls voting yea.

**COMMISSIONER'S MATTERS**

(A) **Discussion of proposed Fire Station #8.**

Item incorporated into previous discussion of County projects.

**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 ditches

**ANNOUNCEMENTS**

- (A) The next regularly scheduled County Commission Meeting is **Tuesday, April 12, 2022 at 6:00pm.**
- (B) **Advance-in-Person Voting** will be open to all eligible voters **beginning Monday, May 2, 2022** at the Elections and Registration Office, 100 Starksville Avenue North, Suite C in Leesburg **Monday through Friday from 8:15am to 5:00pm.** Advance-in-Person Voting will also be available on **Saturdays, May 7 and May 14, 2022 from 9:00am to 5:00pm.** **The last day for Advance-in-Person Voting is Friday, May 20, 2022.**
- (C) The last day to mail an **absentee ballot** will be **Friday, May 13, 2022.**

**ADJOURNMENT**

The meeting adjourned at 6:19PM.

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CHAIRMAN

ATTEST: \_\_\_\_\_  
COUNTY CLERK

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The meeting rooms and buildings are handicap accessible.



## BOARD OF COUNTY COMMISSIONERS

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

TUESDAY, APRIL 26, 2022 AT 5:00PM

T. PAGE THARP BUILDING  
KINCHAFOONEE ROOM  
WWW.LEE.GA.US

SPECIAL CALLED MEETING

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### 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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The Lee County Board of Commissioners and the Lee County Utilities Authority met for a Special Called Meeting on Tuesday, April 26, 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 Board of Commissioners were Chairman Billy Mathis, Vice-Chairman John Wheaton, Commissioner Luke Singletary, Commissioner Rick Muggridge, Commissioner George Walls (also a member of the Utilities Authority), County Clerk Kaitlyn Sawyer, Finance Director Heather Jones, and County Manager Christi Dockery. Those present from the Utilities Authority were General Manager Chris Boswell, Art Ford, Troy Golden, and Levent Gokcen. Also in attendance was Lisa Davis, Director of the Chamber of Commerce.

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

### INVOCATION

Chairman Mathis led the invocation.

### PLEDGE OF ALLEGIANCE

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

### CALL TO ORDER

(A) **Discussion of water and sewer projects with the Lee County Utilities Authority.**

Chairman Mathis began the meeting by introducing and welcoming the newest Utilities Authority member, Levent Gokcen.

Chairman Mathis suggested beginning the discussion by having Utilities Authority General Manager Chris Boswell pull up maps showing the areas of proposed projects. To begin, Mr. Boswell displayed a map showing the holes in sewer service along US 19. On Hwy 82, there are also some holes in water service in the Hugh Road area. There is also a need for sewer to be extended on Fussell Road towards Ledo Road and water extended on Ledo Road towards Hwy 82 as well. There is a lot of approximately 60 acres in need of sewer and water for a potential future development. Mr. Boswell stated that these were the main areas in need of expansion in order to bring in commercial development.

Commissioner Singletary asked if it was common practice to build utilities first, or wait until these commercial developments agree to build, and then install utilities. Mr. Boswell replied that typically what happens is the developers build and deed the utilities over to the Authority; however, there is an exception to the policies and regulations of the Utilities Authority in that the County can put in infrastructure (water and sewer) wherever they deem necessary. Commissioner Walls stated that the most important project right now is the tie line on Hwy 82,



from Hugh Road to Ledo Road. This wouldn't be really to serve anyone, but just to help the system. There is no water on Hwy 82 from Ledo to Fussell.

Mr. Boswell then again pulled up a map of Hwy 19, noting the holes in sewer service in this area. The issue with putting sewer here is that these businesses already exist and are used to functioning with septic systems. However, we have missed out on a few businesses because there was not sewer; restaurants want sewer. Commissioner Singletary asked why, if there was sewer to the north and sewer to the south, the lines just couldn't be connected over the four lots that need it. Mr. Boswell stated that we could, it would just take money and with sewer, it would not be that simple logistically.

Commissioner Walls brought up the project to run sewer down Hwy 19 from Cedric Street to Renasant Bank. Commissioner Muggridge stated that he thought that was what came out of the previous meeting. Commissioner Singletary verified with Mr. Boswell that there was a lift station in that area and Commissioner Walls stated that was where they would tie into as that's where it all flows to. The force main sewer lines, however, you cannot tie into and at a certain level, this line gets put under pressure by the lift station. This line actually empties into the line near Boater's World.

Mr. Gokcen asked if we are expecting the area by Renasant Bank that is currently mostly pecan orchard to eventually be developed into a residential area. Mr. Boswell, Lisa Davis, and Chairman Mathis stated that it would be developed into a commercial area. Mr. Boswell stated anything developed could gravity flow lines to the lift station; however, this lift station is close to capacity. According to Mr. Boswell, it will take approximately \$336,000.00 to increase the capacity. Another force main line would also be necessary.

Mr. Gokcen asked if we traditionally had a push or a pull system when it comes to putting in utilities so people will come or developers asking for utilities to be put in, to which Chairman Mathis answered normally they are put in when they want to locate; however, if we're this close to completing an area, Chairman Mathis raised the question of why not finish it. Commissioner Walls asked everyone to keep in mind that we lack 100,000 gallons on that lift station until it reaches capacity. Chairman Mathis asked if the Glendale project helped with that any. Mr. Boswell stated that it didn't change anything. Commissioner Singletary added that we just moved valves and resurfaced the street, we did not touch the sewer system.

Lisa Davis added that when a business was looking into a lot on Hwy 19, an engineer figured approximately \$80,000.00 would be needed to tie the business into the existing sewer system. Commissioner Muggridge asked what an optimistic figure would be to fix the Glendale Subdivision, to which Mr. Boswell replied that sewer system is around 40 years old and runs between 10,000 and 20,000 gallons a day. Commissioner Walls added that with Glendale, he would like to move the lines from under to roadway and to the right of way. Chairman Mathis asked what the cost would be for that project.

Commissioner Muggridge stated that we should not build more residences on sewer until we have the funds to build a new lift station and save all sewer for commercial developments. Commissioner Singletary stated that it appears that sewer costs the County money and we'd probably be better off if we just ran water lines and everyone was on a septic tank.

Average flow to the treatment plant is 640,000 gallons and if the existing subdivisions in the area expand, this might hit 700,000 gallons. Once we hit that 700,000 gallons, we have to further treat the water and it will have to be a lot cleaner coming out of the treatment plant to go into the creek. Commissioner Walls stated that an expansion to the treatment plant costs \$20 million. Commissioner Singletary asked about the cost of the treatment plant built in Leesburg, to which Chairman Mathis replied that we provided \$5 million. Commissioner Singletary asked if it would be easier to just build a new treatment plant.

Mr. Boswell stated that these 1 million gallon capacity wastewater treatment plants work best when at 500,000 gallons. It is hard to run a 2 million gallon plant with 500,000 – 600,000 gallons. Commissioner Singletary suggested having one plant to service the west side of the county and one plant to service the east side. Mr. Boswell stated that sounded like a strong possibility. Additionally, the treatment plant located next to Creekside

Apartments was expanded and upgraded approximately 10 years ago. Commissioner Singletary asked if the main goal was to expand the system or to expand the plant. Commissioner Walls commented on the number of houses being developed and with the addition of the few commercial lots, the plant will be at capacity, therefore should be priority. Commissioner Singletary and Chairman Mathis asked what the difference would be in building a new plant versus expanding the existing one. Mr. Boswell stated the Utilities Authority had discussed that \$1,570,000.00 would be needed to get the plant back into good shape.

The discussion switched back to limiting sewer use to new commercial development, with Commissioner Muggridge suggesting a limit on the size of all future residential lots to 0.75 acre. Chairman Mathis suggested we look into the zoning ordinance and requirements for residential lots and added that we should ensure that lots should be limited in size so as to ensure use of septic tanks. Commissioner Singletary added that sewer is costly to the County, with the County funding a lot of it, and the revenue does not match the expense, pointing out that there is only enough money in the Utilities Authority budget to maintain the systems, not improve or expand. Mr. Boswell added that 50% of their budget is debt.

County Manager Dockery asked how many customers the Utilities Authority had, to which Mr. Boswell replied there are currently 2,600 sewer customers, with 148 being commercial, and 6,750 water customers, with 265 of those being commercial.

Mr. Boswell displayed current pictures of the treatment plant. Commissioner Singletary asked if the \$5 million requested would cover all improvements needed, including interior and exterior painting (est. \$400,000.00), to which Mr. Boswell stated it would. Commissioner Muggridge asked if we were to complete this project, where the funds would come from. Chairman Mathis asked Finance Director Jones the status of the \$2.9 million relief funds, to which she replied she believed they were to be expected in May or June; however, \$2 million of that is committed to the new Motorola radios. Ms. Jones continued that as it stands now, there is approximately \$400,000.00 unencumbered from the first of the relief funds received and after Motorola, approximately \$1 million will remain from the second round.

Chairman Mathis asked Ms. Jones to run figures on what it might look like if funds to cover Motorola were taken out of SPLOST, little by little, every month. Commissioner Singletary asked if the County was to give \$2.9 million, what would the Utilities Authority be able to provide. Chairman Mathis and Mr. Boswell discussed applying for a 20 year GEFA loan and how there is a little money set aside for emergencies. The priority is to expand the treatment plant and then limit residential developments to 0.75 acre lots with water, thereby allowing future sewer customers to be commercial. Commissioner Walls emphasized the plant as being the priority project, stating that without this, there is no need for any new sewer lines.

Mr. Boswell stated that there was the EIP Grant that had been used to fund projects in the past such as Walmart and Wendy's. Commissioner Walls stated the Authority was hoping to use some of the Care Act funding as well; however, those funds aren't guaranteed. Chairman Mathis asked Mr. Boswell to come up with a plan on how to tie the water systems together, primarily in the Hwy 82 area, to prepare for any possible future development.

Commissioner Walls asked Mr. Boswell how long the plant, with the 1 million gallon capacity, and the current intake of approximately 640,000 gallons, would last. Mr. Boswell stated that the current plant is 20 years old, and in that 20 years, the intake has increased about 400,000 gallons. Mr. Boswell added that residential customers use more sewer gallons than commercial developments. Commissioner Walls asked if the Board of Commissioners would place a moratorium on residential sewer, to which Chairman Mathis replied that a moratorium might not be necessary, but that the Board could amend the residential lot size requirement to be 0.75 acre as long as there is water. Mr. Boswell agreed. No opposition heard from members of either the Board of Commissioners or Utilities Authority.

## **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 ***April 26, 2022 at 6:00pm.***

**ADJOURNMENT**

The meeting was adjourned at 5:53PM.

*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.*

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## ***Mental Health Month 2022***

### ***"Back to Basics"***

**WHEREAS**, mental health is essential to everyone's overall health and well-being; and

**WHEREAS**, all Americans experience times of difficulty and stress in their lives; and

**WHEREAS**, prevention is an effective way to reduce the burden of mental health conditions; and

**WHEREAS**, there is a strong body of research that supports specific tools that all Americans can use to better handle challenges, and protect their health and well-being; and

**WHEREAS**, mental health conditions are real and prevalent in our nation; and

**WHEREAS**, with early and effective treatment, those individuals with mental health conditions can recover and lead full, productive lives; and

**WHEREAS**, each business, school, government agency, healthcare provider, organization and citizen share the burden of mental health problems and has a responsibility to promote mental wellness and support prevention efforts.

**THEREFORE**, I, Billy Mathis, do hereby proclaim May 2022 as Mental Health Month in Lee County. As the Chairman, I also call upon the citizens, government agencies, public and private institutions, businesses, and schools in Lee County to recommit our community to increasing awareness and understanding of mental health, the steps our citizens can take to protect their mental health, and the need for appropriate and accessible services for all people with mental health conditions.

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Billy Mathis, Chairman  
Lee County Board of Commissioners

## HIPAA BUSINESS ASSOCIATE AGREEMENT

**THIS BUSINESS ASSOCIATE AGREEMENT** (“Agreement”) is made as of the last date signed below by and between **SAVE ON SP, LLC** (“Business Associate”) and **LEE COUNTY BOARD OF COMMISSIONERS** (“Employer”) on behalf of itself and its group health plan(s) (collectively, the “Plan”).

### **RECITALS:**

**WHEREAS**, Business Associate provides certain services in connection with the Plan pursuant to a service agreement between the Business Associate and Employer (the “Service Arrangement”) pursuant to which the Plan will disclose Protected Health Information, as clarified by the Genetic Information Nondiscrimination Act of 2008 (“GINA”), P.L. 110-233 and applicable regulations (“PHI”), to Business Associate in order to enable Business Associate to perform one or more functions for the Plan related to Treatment, Payment or Health Care Operations; and

**WHEREAS**, the parties desire to comply with the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and the Final Rule for Standards for Privacy of Individually Identifiable Health Information adopted by the United States Department of Health and Human Services and codified at 45 C.F.R. part 160 and part 164, subparts A & E (the “Privacy Rule”), the HIPAA Security Rule (the “Security Rule”), codified at 45 C.F.R. Part 164 Subpart C, and Subtitle D of the Health Information Technology for Economic and Clinical Health Act (“HITECH”), including C.F.R. Sections 164.308, 164.310, 164.312, 164.316, and 164.402 (collectively, the “Standards”); and

**WHEREAS**, Business Associate acknowledges that Business Associate is also directly subject to certain of the Standards; and

**WHEREAS**, the Standards require Employer to enter into a contract, on behalf of the Plan, with Business Associate to provide for the protection of the privacy and security of PHI and prohibit the disclosure to or use of PHI by Business Associate if such a contract is not in place.

**NOW THEREFORE**, in consideration of the foregoing and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties to this Agreement hereby agree as follows:

1. Definitions. Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in the Standards, including 45 C.F.R. §§ 160.103, 164.103, 164.304, 164.402, 164.501 and 164.502.
2. Obligations and Activities of Business Associate.
  - a. Business Associate agrees to not use or further disclose PHI other than as permitted or required by this Agreement, as Required by Law or as

Updated October 2021



permitted by law, provided the use or disclosure would also be permissible by law by the Plan.

- b. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Agreement. Business Associate agrees to implement Administrative Safeguards, Physical Safeguards and Technical Safeguards (“Safeguards”) that reasonably and appropriately protect the confidentiality, integrity and availability of PHI as required by the Security Rule, including those safeguards required pursuant to 45 C.F.R. §§ 164.308, 164.310, 164.312, 164.314 and 164.316, in the same manner that those requirements apply to the Plan pursuant to 45 C.F.R. § 164.504.
- c. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.
- d. Business Associate agrees to report to the Plan, as soon as practicable but in no event later than fifteen (15) business days, any use or disclosure of PHI not provided for by this Agreement, including breaches of unsecured PHI as required by 45 C.F.R. § 164.410, and any Security Incident of which it becomes aware. Such notification shall be in accordance with Section 2(l) below.
- e. Business Associate agrees to ensure that any agent, including a subcontractor or vendor, to whom it provides PHI received from, or created or received by Business Associate on behalf of the Plan agrees to the same or substantially similar restrictions and conditions that apply through this Agreement to Business Associate with respect to such information through a contractual arrangement that complies with 45 C.F.R. § 164.314.
- f. Business Associate agrees to provide paper or electronic access, at the request of the Plan and in the time and manner mutually agreed to by the parties, to PHI in a Designated Record Set, to the Plan or, as directed by the Plan, to an Individual in order to meet the requirements under 45 C.F.R. § 164.524. If the Individual requests an electronic copy of the information, Business Associate must provide the Plan with the information requested in the electronic form and format requested by the Individual and/or the Plan if it is readily producible in such form and format; or, if not, in a readable electronic form and format as requested by the Plan.
- g. Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set that the Plan directs or agrees to pursuant to 45 C.F.R. §164.526 at the request of the Plan or an Individual, and in the time and manner mutually agreed to by the parties. If Business Associate

Updated October 2021



receives a request for amendment to PHI directly from an individual, Business Associate shall notify the Plan upon receipt of such request.

- h. Business Associate agrees to make its internal practices, books, and records relating to the use and disclosure of PHI received from or created or received by Business Associate on behalf of the Plan available to the Secretary, in a time and manner designated by the Secretary, for the purposes of the Secretary determining the Plan's compliance with the Privacy Rule and Security Rule. Employer's right to review Business Associate's practices, books and records is governed by any audit rights set forth in the Service Arrangement and below.
- i. If Business Associate receives a subpoena, civil or administrative demand, or any other demand for production of PHI, other than an Individual right request, Business Associate shall provide a copy of such demand to the Employer within five (5) business days of receipt. To the extent the PHI that is the subject of the demand is in the possession of Business Associate and a response is warranted according to the standards set forth under HIPAA, Business Associate shall timely respond to the document demand.
- j. Business Associate agrees to document disclosures of PHI and the information related to such disclosures as would be required for the Plan to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. §164.528.
- k. Business Associate agrees to provide to the Plan or an Individual, in a time and manner mutually agreed to by the parties, information collected in accordance with this Agreement, to permit the Plan to respond to a request by an Individual for an accounting of disclosures for PHI in accordance with 45 C.F.R. §164.528.
- l. Breach Notification:
  - i. If Business Associate accesses, maintains, retains, modifies, records, stores, destroys, or otherwise holds, uses, or discloses Unsecured PHI (as defined in 45 C.F.R. § 164.402), it shall notify the Plan of such breach as soon as practicable but in no event later than within fifteen (15) business days of the discovery of a breach. Such notice shall include: (A) the identification of each individual whose Unsecured PHI has been, or is reasonably believed by Business Associate to have been accessed, acquired or disclosed during such breach; (B) a brief description of what happened, including the date of the breach and discovery of the breach; (C) a description of the type of Unsecured PHI that was involved in the breach; (D) a description of the investigation into the breach, mitigation of harm

Updated October 2021



to the individuals and protection against further breaches; (E) the results of any and all investigations performed by Business Associate related to the breach; and (F) contact information of the most knowledgeable individual for the Plan to contact relating to the breach and its investigation into the breach.

- ii. This obligation to notify shall include any unauthorized acquisition, access, use, or disclosure, unless such acquisition, access, use or disclosure is excluded from the definition of breach in 45 C.F.R. 164.402(2). Business Associate shall reasonably cooperate with the Plan in investigating the Breach and in meeting the Plan's obligations under the Breach Notification Regulation and any other security breach notification laws.
  - iii. Business Associate will report to the Plan any attempted or successful (A) unauthorized access, use, disclosure, modification, or destruction of Plan's Electronic Protected Health Information or (B) interference with Business Associate's system operations in Business Associate's information systems, of which Business Associate becomes aware. If any such Security Incident resulted in a disclosure of the Plan's Protected Health Information not permitted by this Agreement, Business Associate must provide the notice and report as required above.
  - iv. Notwithstanding the foregoing, the parties hereby agree that this Agreement is sufficient notification of the occurrence of multiple, unsuccessful Security Incidents (one or more unwanted or unexpected information security events that, if successful, could very likely compromise the security information and weaken or impair business operations), including but not limited to attempted penetration of Business Associate's firewalls by computer viruses, attempted computer system hacks and other unsuccessful attacks on Business Associate's security and data infrastructure.
  - v. The Plan and Business Associate may mutually agree that Business Associate shall perform any or all of the Plan's Breach Notification obligations. Upon such delegation, Business Associate will draft any required notices and, upon approval and direction from the Plan, distribute such notices to affected participants, the media, and applicable state and federal agencies.
- m. At Employer's written request and direction, Business Associate shall disclose or make available PHI or Summary Health Information to other business associates (as defined at 45 C.F.R. 160.103) of the Plan.

Updated October 2021





- n. Except for payments from the Employer for services performed pursuant to the Service Arrangement, Business Associate agrees that it will not receive remuneration directly or indirectly in exchange for PHI without authorization unless an exception under 13405(d) of the HITECH Act applies.
- o. Except for payment from Employer for services performed pursuant to the Service Arrangement, Business Associate agrees that it will not receive remuneration for certain communications that fall within the exceptions to the definition of Marketing under 45 C.F.R. § 164.501 unless permitted by the HITECH Act.
- p. Business Associate agrees that it will not use or disclose genetic information for underwriting purposes, as that term is defined in 45 C.F.R. § 164.502.
- q. Business Associate hereby agrees to comply with state laws applicable to PHI and personal information of individuals' information it receives from the Plan.
- r. Business Associate agrees that no PHI may be received, maintained, stored, accessed or transmitted outside of the United States of America.

3. Permitted Uses and Disclosures by Business Associate.

- a. Except as otherwise limited in this Agreement, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, the Plan as specified in the Service Arrangement, provided that such use or disclosure would not violate the Privacy Rule if done by the Plan or the minimum necessary requirements under 45 C.F.R. §164.514(d).
- b. Except as otherwise limited in this Agreement, Business Associate may use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- c. Except as otherwise limited in this Agreement, Business Associate may disclose PHI for the proper management and administration of the Business Associate, provided that disclosures are permitted or Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

Updated October 2021



- d. Except as otherwise limited in this Agreement, Business Associate may use PHI for Data Aggregation purposes as permitted by 45 C.F.R. §164.504(e)(2)(i)(B).
- e. Business Associate may use PHI to report violations of law to appropriate federal and state authorities, consistent with 45 C.F.R. §164.502(j)(1).

4. Obligations of the Plan

- a. The Plan shall notify Business Associate of any limitation(s) in its notice of privacy practices of the Plan in accordance with 45 C.F.R. § 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
- b. The Plan shall notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose PHI to the extent that such changes may affect Business Associate's use or disclosure of PHI.
- c. The Plan shall notify Business Associate of any restriction to the use or disclosure of PHI that the Plan has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

5. Permissible Requests by the Plan

The Plan shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Standards if done by the Plan, *provided* that, to the extent permitted by the Service Arrangement, Business Associate may use or disclose de-identified data for Business Associate's Data Aggregation activities or proper management and administrative activities.

6. Compliance with Electronic Transactions Rule

If Business Associate conducts in whole or part Electronic Transactions on behalf of the Plan for which HHS has established standards, Business Associate will comply, and will require any subcontractor, vendor, or agent it involves with the conduct of Electronic Transactions to comply, with each applicable requirement of the Electronic Transactions Rule at 45 C.F.R. Part 162. Business Associate shall also comply with the National Provider Identifier requirements, if and to the extent applicable.

7. Security Audits.

During the term of this Agreement, Business Associate shall maintain a formal security program materially in accordance with industry standards that is designed to: (a) ensure the security and integrity of Employer's data; (b) protect against threats or hazards to the security or

Updated October 2021



integrity of Employer's data; and (c) prevent unauthorized access to Employer's data. Business Associate shall obtain each year at its own expense a Service Organization Control 2 (SOC2) audit report or comparable industry-standard successor report prepared by an independent third-party auditor. Business Associate may update the scope of its audit from time to time provided that no update shall operate to materially reduce the security protections provided by the audit reports. Business Associate will use commercially reasonable efforts to maintain its ISO 27001 certification ("ISO Certification") during the term of this Agreement or, at a minimum, continue to meet the standards set out in ISO 27001 to the extent such standards are covered by controls within the scope of the ISO Certification. Upon completion, Business Associate shall provide a copy of such SOC2 report and ISO Certification to Employer upon request.

Covered Entity, or a third-party auditor on behalf of Covered Entity, may at a time mutually agreed to by the parties, inspect Business Associate's facilities in which Covered Entity's data is processed for purposes of ensuring compliance with this BAA (the "Audit"). Any Audit shall (i) be conducted under an appropriate non-disclosure agreement, (ii) be conducted in accordance with Business Associate's security policies, (iii) be conducted during Business Associate's normal business hours, (iv) be completed in one (1) business day, (v) be conducted so as to minimize any disruption to Business Associate's business, and (vi) not provide Covered Entity with access to any records, materials or systems that do not pertain to Covered Entity's data. Such Audit may occur only once per year, provided, however, that Covered Entity may conduct additional Audits in the event of a Security Breach or a reasonably suspected material violation by Business Associate of its data privacy and/or security obligations under the BAA. Business Associate may charge Covered Entity a reasonable fee for any Audit.

8. Term and Termination.

- a. This Agreement shall terminate when all of the PHI provided by the Plan to Business Associate or created or received by Business Associate on behalf of the Plan, is destroyed or returned to the Plan, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions of this Section.
- b. Upon either party's knowledge of a material breach by the other party, the non-breaching party shall either:
  - i. Provide an opportunity for the breaching party to cure the breach or end the violation and terminate this Agreement if the breaching party does not cure the breach or end the violation within a reasonable time agreed to by the parties,
  - ii. Immediately terminate this Agreement if the breaching party has breached a material term of this Agreement and cure is not possible, or

Updated October 2021



- iii. If neither termination nor cure is feasible, the non-breaching party shall report the violation to the Secretary.
  - c. Except as provided in paragraph (d) of this Section, upon any termination or expiration of this Agreement, Business Associate shall return or destroy all PHI received from the Plan or created or received by Business Associate on behalf of the Plan. This provision shall apply to PHI that is in the possession of subcontractors, vendors, or agents of Business Associate. Business Associate shall retain no copies of the PHI. Business Associate shall ensure that its agents, subcontractors or vendors return or destroy any of Plan's PHI received from Business Associate. Business Associate may retain one (1) archival copy of the PHI for legal, compliance and record retention purposes.
  - d. In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.
9. Indemnification and Limitation of Liability.

- a. Each party shall indemnify and hold the other harmless from and against any claims, expenses (including reasonable attorneys' fees) and liabilities arising from the indemnifying party's gross negligence, willful misconduct, or material breach of this Agreement, provided the indemnifying party shall have no indemnity obligation to the extent any such claim is attributable to the indemnified party's gross negligence, willful misconduct or material breach of its obligations under this Agreement.
- b. NEITHER PARTY SHALL HAVE ANY LIABILITY TO THE OTHER PARTY OF ANY TYPE (INCLUDING, BUT NOT LIMITED TO, CONTRACT, NEGLIGENCE, AND TORT LIABILITY), FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO THE LOSS OF OPPORTUNITY, LOSS OF USE, OR LOSS OF REVENUE OR PROFIT, IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT OR THE SERVICE ARRANGEMENT, EVEN IF SUCH DAMAGES MAY HAVE BEEN FORESEEABLE, EXCEPT AS MAY OTHERWISE ARISE UNDER APPLICABLE LAW. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY AMOUNT THAT IN THE AGGREGATE EXCEEDS THE LESSER OF (I) BUSINESS ASSOCIATE'S SHARE OF THE PROGRAM FEES COVERED ENTITY PAID TO BUSINESS ASSOCIATE UNDER THE SERVICE ARRANGEMENT DURING THE PRECEDING TWELVE (12)

Updated October 2021



MONTHS, AND (II) TWO MILLION DOLLARS. THIS SECTION 9(B) IS NOT INTENDED TO LIMIT THE AMOUNT OF PROGRAM FEES THAT MAY BE DUE AND OWING BY EMPLOYER UNDER THE SERVICES ARRANGEMENT.

10. Miscellaneous.

- a. A reference in this Agreement to a section in the Privacy Rule or Security Rule means the section as in effect or as amended.
- b. The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for the Plan to comply with the requirements of the Standards.
- c. The respective rights and obligations under Section 8 (c) and (d) and Section 9 of this Agreement shall survive the termination of this Agreement.
- d. Any ambiguity in this Agreement shall be resolved to permit the Plan to comply with the Standards.
- e. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer upon any person other than the Plan, Business Associate and their respective successors and assigns, any rights, remedies, obligations or liabilities whatsoever. It is not intended that an agency relationship (as defined under the federal common law of agency) be established by this Agreement, either expressly or by implication, between the Employer and Business Associate for purposes of liability under the Standards. No terms or conditions contained in this Agreement shall be construed to make or render Business Associate an agent of the Employer.
- f. Modification of the terms of this Agreement shall not be effective or binding upon the parties unless and until such modification is committed to writing and executed by the parties hereto.
- g. This Agreement shall be binding upon the parties hereto, and their respective legal representatives, trustees, receivers, successors and permitted assigns.
- h. Should any provision of this Agreement be found unenforceable, it shall be deemed severable and the balance of the Agreement shall continue in full force and effect as if the unenforceable provision had never been made a part hereof.

Updated October 2021



- i. All notices and communications required or permitted to be given hereunder shall be sent by certified or regular mail, addressed to the other party at its respective address as shown below, or at such other address as such party shall from time to time designate in writing to the other party, and shall be effective from the date of mailing.
- j. This Agreement, including such portions as are incorporated by reference herein, constitutes the entire agreement by, between and among the parties, and such parties acknowledge by their signature hereto that they do not rely upon any representations or undertakings by any person or party, past or future, not expressly set forth in writing herein.
- k. Business Associate shall maintain or cause to be maintained sufficient insurance coverage as shall be necessary to insure Business Associate and its employees, agents, vendors, representatives or subcontractors against any and all claims or claims for damages arising under this Agreement, including but not limited to sufficient Cybersecurity or similar privacy breach insurance coverage and such insurance coverage shall apply to all services provided by Business Associate or its agents, vendors, or subcontractors pursuant to this Agreement.
- l. Neither party may assign its respective rights and obligations under this Agreement without the prior written consent of the other party, except to a parent or subsidiary company.
- m. This Agreement shall be governed by the laws of the State of New York.
- n. To the extent notice is required to be provided under any provision in this Agreement, notice shall be provided to each respective party as follows:

**Employer:** Lee County Board of Commissioners  
102 Starksville Avenue North  
Leesburg, Georgia 31763

**Business Associate:** Save On SP, LLC  
Attn: Jody Miller, President  
40 La Riviere Drive, Suite 310  
Buffalo, NY 14202

Updated October 2021



**IN WITNESS WHEREOF**, the undersigned have executed this Agreement as of the date first set forth above.

Dated: \_\_\_\_\_

**LEE COUNTY BOARD OF COMMISSIONERS**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

**SAVE ON SP, LLC**

By: \_\_\_\_\_

Jody Miller, President

Updated October 2021



## EXHIBIT B JOINDER AGREEMENT

THIS JOINDER AGREEMENT is made and entered as of this 1<sup>st</sup> day of August, 2022 ("Effective Date"), by and among **SAVE ON SP, LLC**, a New York Limited Liability Company, having its principal place of business at 40 La Riviere Dr., Suite 310, Buffalo, New York 14202 ("SaveonSP"), **RX BENEFITS, INC.**, an Alabama corporation, having its principal place of business at 3700 Colonnade Parkway, Suite 600, Birmingham, Alabama 35243 ("RxBenefits"), and **LEE COUNTY BOARD OF COMMISSIONERS** ("RxBenefits Client").

WHEREAS, SaveonSP and RxBenefits are parties to a Specialty Drug Co-Pay Assistance Program Agreement, effective January 1, 2018, and amended from time to time ("Agreement"); and

WHEREAS, SaveonSP and RxBenefits are willing to allow RxBenefits Client to become a party to the Agreement in order that RxBenefits Client may avail itself of SaveonSP's services under the Agreement.

NOW, THEREFORE, in consideration of the promises and of the covenants and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Agreement to be Bound. RxBenefits Client shall become a party to the Agreement as of the Effective Date and shall be fully bound by, and subject to, all of the applicable covenants, terms and conditions of the Agreement as a party.

Notwithstanding the without cause termination provisions of the Agreement, the term of this Joinder Agreement shall be a one (1) year term with automatic renewal for an additional one (1) year term unless RxBenefits client provides written notice of non-renewal or termination of the Joinder Agreement upon one hundred eighty days' (180) written notice.

2. Implementation of SaveOn Program. SaveonSP shall obtain the historical co-pay credit information from RxBenefits for RxBenefits Client and communicate to RxBenefits and RxBenefits Client prior to implementation for invoicing purposes ("historical copay credit"). If such historical co-pay information is not available, RxBenefits and/or RxBenefits Client shall provide to SaveonSP plan design documentation and communication prior to implementation.

SaveonSP shall work with RxBenefits and RxBenefits Client to develop the SaveOn Program drug list for RxBenefits Client and communicate to RxBenefits and RxBenefits Client prior to implementation.

SaveonSP shall provide the additional SaveOn Program Services to RxBenefits Client as set forth in Exhibit A of the Agreement.

3. Successors and Assigns. This Joinder Agreement shall bind and inure to the benefit of and be enforceable by the parties, and their respective successors and assigns.
4. Counterparts. This Joinder Agreement may be executed in separate counterparts, each of which shall be an original and all of which taken together shall constitute one and the same document.



5. Governing Law. This Joinder Agreement shall be governed by and construed in accordance with the laws of the State of New York.
6. Headings. The headings of this Joinder Agreement are inserted for convenience only and shall not affect the interpretation of this Joinder Agreement.

IN WITNESS WHEREOF, the parties have executed this Joinder Agreement as of the day and year first above written.

**Rx Benefits, Inc.:**

By: \_\_\_\_\_

Print: Lauren Simmons

Title: Sr. Director of Compliance and Legal Affairs

Date: \_\_\_\_\_

**Save On SP, LLC:**

By: \_\_\_\_\_

Print: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Lee County Board of Commissioners:**

By: \_\_\_\_\_

Print: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Certificate Of Completion**

Envelope Id: 960DF20242E94FCF91F1DD245E83B542

Status: Sent

Subject: FOR CLIENT SIGNATURE: SaveOn Joinder Agreement between Lee Co Board of Commissioners & RxBenefits

Source Envelope:

Document Pages: 13

Signatures: 0

Envelope Originator:

Certificate Pages: 5

Initials: 0

Kristi Todd

AutoNav: Enabled

3700 Colonnade Parkway

Envelope Stamping: Enabled

Suite 600

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Birmingham, AL 35243

ktodd@rxbenefits.com

IP Address: 71.150.122.228

**Record Tracking**

Status: Original

Holder: Kristi Todd

Location: DocuSign

4/21/2022 1:02:03 PM

ktodd@rxbenefits.com

**Signer Events**

Chad Slaughter

chad.slaughter@marshmma.com

Security Level: Email, Account Authentication (None)

**Electronic Record and Signature Disclosure:**

Accepted: 5/3/2022 6:01:23 AM

ID: ac6f5665-0c2d-4574-9e60-5b2f9559ff2b

Lauren Simmons

lsimmons@rxbenefits.com

Security Level: Email, Account Authentication (None)

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

**Signature**

**Timestamp**

Sent: 4/21/2022 1:07:05 PM

Viewed: 5/3/2022 6:01:23 AM

**In Person Signer Events**

**Signature**

**Timestamp**

**Editor Delivery Events**

**Status**

**Timestamp**

**Agent Delivery Events**

**Status**

**Timestamp**

**Intermediary Delivery Events**

**Status**

**Timestamp**

**Certified Delivery Events**

**Status**

**Timestamp**

**Carbon Copy Events**

**Status**

**Timestamp**

Suzie Hartman-Gary

Sgary@rxbenefits.com

Security Level: Email, Account Authentication (None)

**COPIED**

Sent: 4/21/2022 1:07:04 PM

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Renee goff

rgoff@rxbenefits.com

Security Level: Email, Account Authentication (None)

**COPIED**

Sent: 4/21/2022 1:07:04 PM

Viewed: 4/22/2022 4:45:34 AM

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

**Carbon Copy Events**

Lora Christian  
lchristian@rxbenefits.com  
Security Level: Email, Account Authentication  
(None)

**Status**

**COPIED**

**Timestamp**

Sent: 4/21/2022 1:07:05 PM

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

**Witness Events**

**Signature**

**Timestamp**

**Notary Events**

**Signature**

**Timestamp**

**Envelope Summary Events**

**Status**

**Timestamps**

Envelope Sent

Hashed/Encrypted

4/21/2022 1:07:04 PM

**Payment Events**

**Status**

**Timestamps**

**Electronic Record and Signature Disclosure**

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, RxBenefits, Inc. (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the "I agree" button at the bottom of this document.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign "Withdraw Consent" form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

**How to contact RxBenefits, Inc.:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: lsimmons@rxbenefits.com

**To advise RxBenefits, Inc. of your new e-mail address**

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at lsimmons@rxbenefits.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

**To request paper copies from RxBenefits, Inc.**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to lsimmons@rxbenefits.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

**To withdraw your consent with RxBenefits, Inc.**

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to lsimmons@rxbenefits.com and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

**Required hardware and software**

Operating Systems:	Windows2000 or WindowsXP
Browsers (for SENDERS):	Internet Explorer 6.0 or above
Browsers (for SIGNERS):	Internet Explorer 6.0, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none"> <li>• Allow per session cookies</li> <li>• Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection</li> </ul>

\*\* These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

**Acknowledging your access and consent to receive materials electronically**

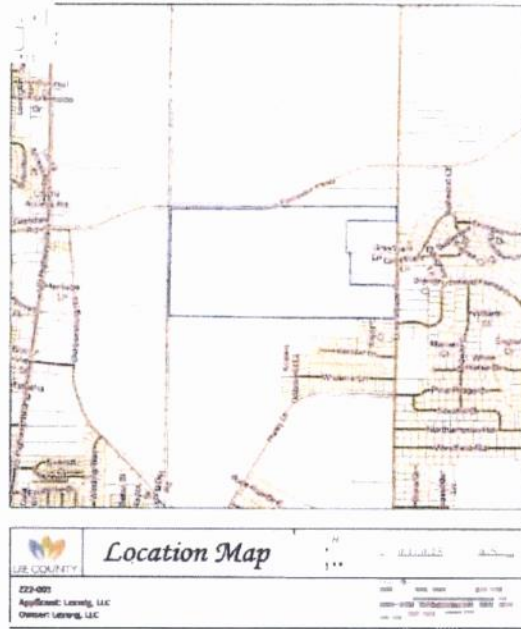
To confirm to us that you can access this information electronically, which will be similar to

other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the "I agree" button below.

By checking the "I Agree" box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify RxBenefits, Inc. as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by RxBenefits, Inc. during the course of my relationship with you.

**STAFF ANALYSIS AND REPORT  
RE-ZONING APPLICATION Z22-01**



<b>OWNER:</b>	Lexwig, LLC
<b>APPLICANT:</b>	Lanier Engineering, Inc.
<b>LOCATION:</b>	Tract I A of the Seaton family trust Forrester Parkway & Lover's Lane Road
<b>CURRENT ZONING/USE:</b>	
Zoning:	AG
Use:	(Agricultural) Vacant
<b>PROPOSED ZONING/USE:</b>	
Zoning:	R-1(single-family residential)
Use:	Subdivision for single-family homes
<b>ZONING/ADJACENT LAND USE:</b>	
North	
Land	AG (Agricultural)
Use:	Farming

South: R-1 (single-family residential district)  
Land Use: Pecan Orchard / Wisteria Estates

East: AG (Agricultural District); (R-1 single-family residential district)  
Land Use: Single-family dwelling

West: C-2 (General Business District)  
Land Use: Pecan orchard; Railroad property

#### **MEETING INFORMATION:**

Location: 102 Starksville Avenue N, Opal Cannon Auditorium, Leesburg, GA  
Thursday, May 5, 2022 at 6:00 P.M.  
Public Hearing Tuesday, May 10, 2022 at 6:00 P.M.  
Voting: Tuesday, May 24, 2022 at 6:00 P.M.  
Planning Commission: Board of Commissioners:

#### **BASIC INFORMATION**

Lanier Engineering, LLC submitted an application to rezone 151.36 acres of a dual zoned parent tract of 354.75 acres from AG (Agricultural District) to R-1 (Single-Family Residential District).

#### **PHYSICAL CHARACTERISTICS AND INFRASTRUCTURE**

The property does not lie in the 100-year floodplain. Public water is available and has sufficient capacity to supply the proposed development. There is currently no county sewage available for this area.

#### **RELEVANT ZONING HISTORY**

Subject property was zoned AG-I (Active Agricultural District) when the county adopted zoning in 1985.

#### **PLANNING CONSIDERATIONS**

a. *Will the zoning proposal permit a use that is suitable in view of the use, development and zoning of adjacent and nearby property?*

Yes, subject property abuts existing R-1(single-family residential) developments along the South boundary (Wisteria Estates) and East boundary (Canterbury & North Hampton) of this parcel.



- b. *What is the effect on the property value of the subject property should the existing zoning be retained?*

The value of the subject property would probably remain the same if zoned AG (Agriculture District).

- c. *If denied, will the effect on the applicant's property value under the existing zoning be offset by the gain to the health, safety, morals or general welfare of the public?*

Besides the preservation of open space and the lesser impact on the roadways and other infrastructure, if the zoning proposal is denied, there should be relatively little gain to the health, safety, morals or general welfare of the public.

- d. *Will the zoning proposal result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, schools, fire protection, public health facilities, or emergency medical services?*

**Impact on the School System:**

The development of Single-Family homes is likely to have a limited impact on the Lee County School System because of the additional students anticipated. The average number of students in a new elementary school in Georgia is 618 (National Center for Educational Statistics). Assuming the construction cost for a new school is \$15 million (including planning, designing, engineering, and building, as well as the cost of the land and equipping the school) the cost per student is \$24,271 (\$15 million/618 students).

**Impact on Utilities:**

Public water is available to the property and residents will be required to connect should any development occur.

**Impact on Transportation Network:**

According to *Trip Generation*, published by The Institute of Transportation Engineers, an average single-family home generates 6.59 trips each weekday. Half of these trips are allocated to the residence, and half to the destination (office, building, store, etc.). The residence, therefore, is credited with 3.295 trips daily. The U.S. Department of Transportation has conducted trip length surveys that show that the average length of a trip from a residence is 2.25 miles. Multiplying the number of new trips (3.295) by the average trip length (2.25) gives the total additional miles traveled per new residence daily, of 7.4 miles.

- e. Is the zoning proposal in conformity with the policy and intent of the future land use plan for the physical development of the area?

Yes. The Future Development Map shows the area is designated as "Residential."

- f. *Is the subject property well suited for the proposed zoning purpose?*

Yes. The subject property is compatible and harmonious for any proposed development under the R-1(single-family residential district).

- g. *Will the zoning proposal adversely affect the existing use or usability of adjacent or nearby property?*

There should be few adverse effects to the existing use or usability of adjacent or nearby property.

- h. *Are there other existing or changing conditions affecting the use or development of the subject property which give supporting grounds for the approval or disapproval of the zoning proposal?*

No.

- i. *Would the change create an isolated district unrelated to the surrounding districts, such as "spot zoning"?*

No. The area currently consists of R-1 (Single-Family Residential) and AG-I (Active Agricultural) zoning districts.

- j. *Are the present zoning district boundaries illogically drawn in relation to existing conditions in the area?*

Yes, there is presently R-1 (Single-Family Residential) and AG- I (Active Agricultural) zoning districts located within the subject parcel.

- k. *Is the change requested out of scale with the needs of the county as a whole or the immediate neighborhood?*

No.

- l. *Is it impossible to find adequate sites for the proposed use in districts permitting such use land already appropriately zoned?*

Increased demand for residential uses continues within the unincorporated area of the county. Appropriate sites outside of the protected agricultural land in northern Lee County are difficult, if not unattainable in today's market. Phased residential subdivision continues with high demand and expeditious development process, while infill lots of older subdivisions are being purchased and developed as well.

*m. Would there be an ecological or pollution impact resulting from the proposed zoning if it is granted?*

No.

*n. Is the rezoning proposal in conformity with the policy and intent of the Lee County Leesburg Smithville Comprehensive Plan for Development?*

Yes.

*o. On average, how many vehicle accidents have occurred at this intersection?*

Based on Lee County E911 Basic Report, there were 22 vehicle accidents between 2019 and 2022, averaging 5.5 per year.

#### **RECOMMENDATION**

Staff recommends **Approval** to rezone property to R-1 (Single-Family Residential).

ARTICLE V. - R-1 SINGLE-FAMILY RESIDENTIAL DISTRICT

Sec. 70-161. - Statement of purpose.

This district is composed of certain areas having a single-family residential character and undeveloped land where it is desirable and likely that similar development will occur. This district will be characterized by medium density residential development. The specific purpose of this district is to:

- (1) Encourage the construction and continued use of the land for single-family dwellings;
- (2) Prohibit business, commercial or industrial use of the land, and to prohibit any other use which would substantially interfere with development or maintenance of single-family dwellings in the district;
- (3) Encourage the discontinuance of existing uses that would not be permitted as new uses under the provisions of these regulations;
- (4) Discourage any land use that would generate traffic on minor or local streets, other than normal traffic to serve residences on those streets;
- (5) Discourage any use which, because of its size or character would create requirements and costs for public services such as fire and police protection, water supply and sewerage substantially in excess of such requirements and costs if the district were developed solely for residential purposes.

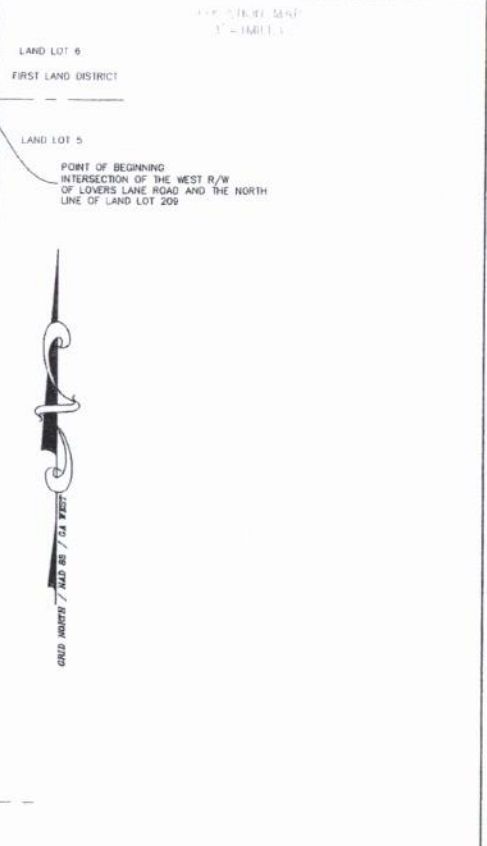
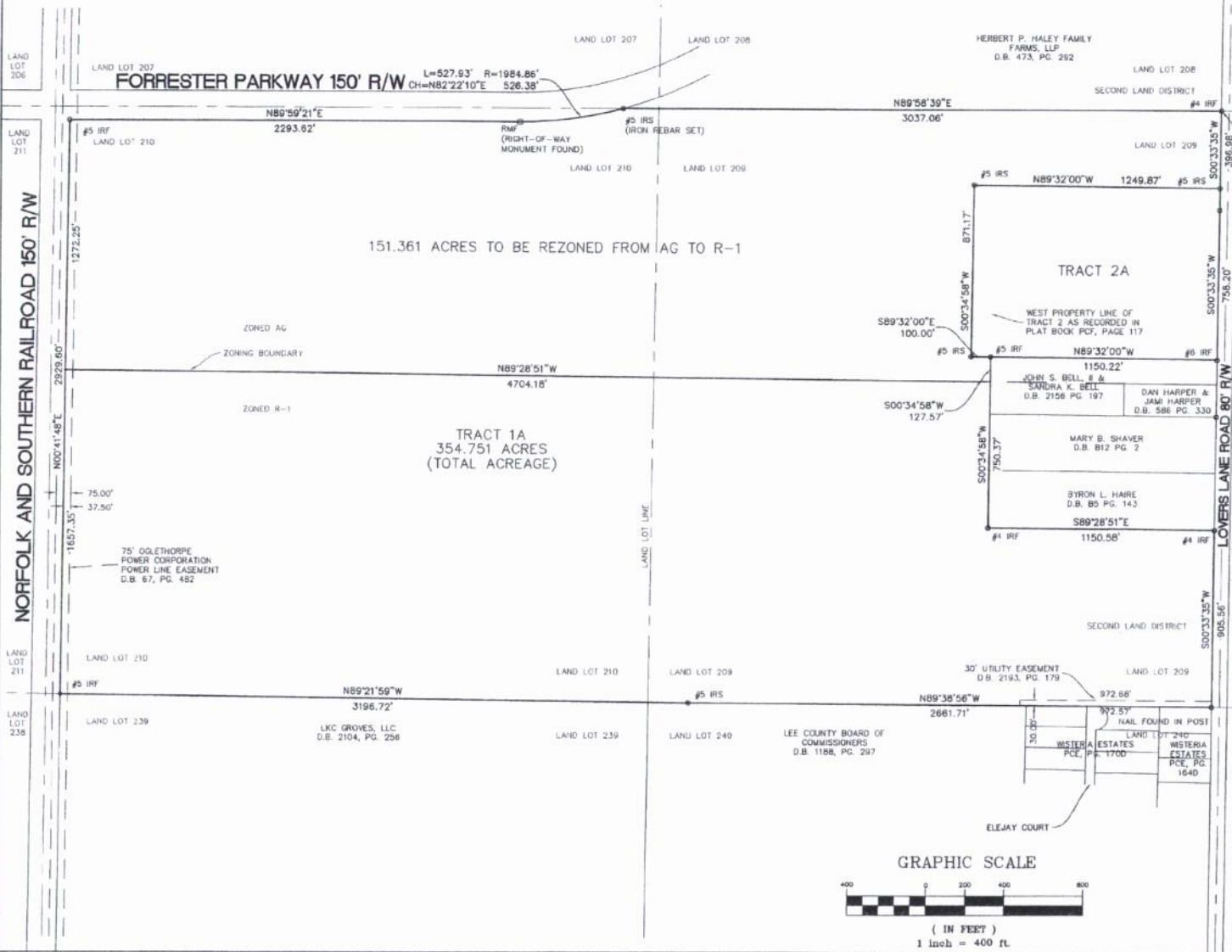
(Ord. of 12-2-2002, § 70-161)

Sec. 70-162. - Permitted uses.

- (a) Single-family, detached dwellings, except for manufactured or mobile homes.
- (b) Zero lot-line housing if shown on an approved subdivision plat.
- (c) Accessory buildings or uses customarily incidental to any of the permitted uses, when located on the same lot as the primary dwelling and not involving any business, profession, trade or occupation, provided that all accessory buildings shall conform and be located as required in section 70-84 of this chapter.
- (d) Churches, provided that the proposed site for a church is not less than three acres, and a complete site development plan is submitted with the application for a building permit.
- (e) Home occupations.
- (f) Gardens.
- (g) Family personal care home (two to four residents).

(Ord. of 12-2-2002, § 70-162; Ord. of 3-27-2018, pt. 3)

- NOTES:  
 1. OWNER - LEXWIG, LLC  
 ATTN: JASON WIGGINS  
 801 TURNER FIELD ROAD  
 ALBANY, GA. 31705  
 2. 151.361 ACRES TO BE REZONED FROM  
 AG TO R-1.

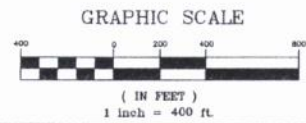


**REZONING DRAWING**  
**LEXWIG, LLC**  
 PART OF TRACT 1A OF THE SEATON FAMILY TRUST AS RECORDED IN PLAT CABNET F, PAGE 368  
 PART OF LAND LOTS 209 AND 210, SECOND LAND DISTRICT  
 LEE COUNTY, GEORGIA



**LANIER ENGINEERING INC.**  
 1504 W. THIRD AVENUE ALBANY, GEORGIA  
 31707 (229) 438-0525 FAX (229) 438-0921  
 EMAIL: OWS@LANIER-ENGINEERING.COM

SURVEYED	MSH	SCALE	1" = 400'	PROJ. NO.	22026	DATE	04/08/22	SHEET NUMBER	1 OF 1
DRAWN	DCG	CHECKED	DWC	DWG	22026RT.DWG	SUR. DATE	03/17/22		



Sec. 70-163. - Conditional uses.

- (a) Public cemeteries, provided that a complete site development sketch is submitted with the application. The proposed site must be at least five acres and have an adequate buffer.
- (b) Nursery schools, kindergartens or day care facilities provided that all state licensing requirements are met.
- (c) Social or fraternal clubs, lodges, union halls and other similar uses.
- (d) Bed and breakfast inn.
- (e) Temporary emergency construction and repair residences.
- (f) Family personal care home (five to six residents).
- (g) Reserved.
- (h) The keeping of horses for home use and enjoyment; provided that the lot is not less than five acres total and only three such animals shall be permitted for each 50,000 square feet of land area not to include the front or side yard of the principal dwelling and all horses shall be adequately fenced within the property and maintained 25 feet from all property lines in the rear yard.
  - (1) The keeping, breeding or training of any animals for monetary gain or profit shall be deemed a commercial business and is expressly prohibited in all residential districts except where such operations may qualify as a non-conforming use as defined in this chapter.
  - (2) No keeping of horses shall become a nuisance as defined in the county nuisance ordinance.
  - (3) No horses shall be kept on a lot in this zoning district when there is no principal dwelling on the lot.

(Ord. of 12-2-2002, § 70-163; Ord. of 3-27-2018, pt. 4)

Sec. 70-164. - Area, height, bulk, and placement requirements.

R-1

<i>Dwelling Units Per Acre of Developable Land — R-1</i>	
Well and septic	1 per every 2 acres
<del>Water and septic</del>	1 per every 1 acre <del>X</del>
Water and sewer	3 per every 1 acre
<i>Minimum Lot Width at Setback</i>	
Well and septic	150'
Water and septic	100'
Water and sewer	Staff review*
<i>Minimum Front Building Setback</i>	
Front	35'

Side and rear	10'
<i>Maximum lot coverage</i>	40%
<i>Maximum building height</i>	50'

\*Each lot shall have, at a minimum, a 30-foot wide access to a public road.

- (1) Lot length shall not be more than four times the lot width.
- (2) This height limitation shall not apply to grain elevators, silos, windmills, elevator legs, cooling towers, water towers, chimneys and smokestacks, or church spires.
- (3) With the exception of well and septic tank developments, all new roads in this district shall be curb and gutter roads as specified in chapter 38 of this Code.
- (4) All new roads in this district shall directly connect to existing, paved, public roads.
- (5) All final lot sizes shall be approved by the county health department.

(Ord. of 12-2-2002, § 70-164)

Secs. 70-165—70-195. - Reserved.

**Lee County / Leesburg / Smithville Planning Commission**

CHRIS GUARNIERI, CHAIRMAN CLAY GRIFFITH, VICE-CHAIRMAN

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**MIKE MCVEY, JIM QUINN, JASON SHEFFIELD, SHIRLEY STILES,  
RICKY WATERS**  
Planning Commissioners

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**MEETING MINUTES**

**May 5, 2022**

**T. PAGE THARP GOVERNMENTAL BUILDING 6:00 P.M.**

**Members Present:** Clay Griffith, Chris Guarnieri, Mike McVey, Jim Quinn, Shirley Stiles, Ricky Waters

**Members Absent:** Jason Sheffield

**Staff Present:** Jason Scott, Sherry Shelton, Trey Dunbar, Christi Dockery

**Public Present:** Bobby Donley, Lanier Engineering - Applicant

**I. MEETING CALLED TO ORDER**

Chris Guarnieri called the meeting to order at 6:00 p.m.

**II.** Jason Scott read the Georgia Law regarding campaign contributions

**III. APPROVAL OF MINUTES OF JANUARY 6, 2022**

Commissioner Jim Quinn made the **MOTION** to **APPROVE** the minutes as presented, seconded by Commissioner Shirley Stiles. The **MOTION** was unanimous with Commissioners Griffith, Guarnieri, McVey and Waters voting yea.

**ZONING APPLICATION**

Chairman Chris Guarnieri opened the public hearing at 6:15 p.m.

Commissioner Clay Griffith read the application into the record.

**Lexwig, LLC (Z22-001)** has submitted an application to the Lee County Planning Commission requesting to rezone a total of 151.361 acres from AG-1 (Active Agricultural District) to R-1 (Single-Family Residential District). The property owner is Lexwig, LLC Parcel Number is 039D 121 being part of Land Lots 209 and 210 of the Second Land District of Lee County Georgia.

The public hearing included comments from applicant Bobby Lanier, Lanier Engineering, Inc. in support of the re-zoning and added that 2/3 of this property is already zoned R-1 (Single-Family Residential District).

The Commissioners expressed concerns regarding the following:



- Effect on emergency services and traffic lights: Traffic studies do not have any bearing on zoning assignments; however, they are requested/considered in the general development phase. Christi Dockery, County Manager, confirmed the process for traffic studies/installation of traffic lights.
- Water/sewage services: This area is supported by county water and individual septic tanks. Per Article V. – R-1 Single-Family Residential District, Sec. 70-164 (see attached code or ordinance), 1 water and septic tank per dwelling units per acre of developable land: Mr. Donley reported that there is county water to support the zoning, as well as a new county well being installed bordering this property.
- Curb, gutter, sidewalks: Mr. Donley reported that there would be curb and gutter; however, sidewalks will be addressed during the general developmental phase.
- Entrances to the new development. Eventually, as phases are completed, there will be two entrances, one from Lovers Lane and one from Forrester Parkway.

With no further comments/questions, Chairman Chris Guarnieri closed the public hearing at 6:30 p.m.

Commissioner Mike McVey made a motion to recommend **APPROVAL**, seconded by Commissioner Jim Quinn. The **MOTION** was unanimous with Commissioners Clay Griffith, Chris Guarnieri, Shirley Stiles and Ricky Waters voting yea.

Exact legal description of the property is on file at the Lee County Planning, Zoning and Engineering Department, 102 Starksville Avenue North, Room 202, Leesburg, GA 31763 and can be reviewed along with any other information regarding these requests between 8:00 a.m. and 5:00 p.m. Monday through Friday.

The Lee County Planning Commission held a public hearing on this zoning application on **Thursday, May 5, 2022, at 6:00 p.m.** at the T. Page Tharp Governmental Building, Opal Cannon Auditorium, located at 102 Starksville Avenue North, Leesburg, GA. The Planning Commission will forward its recommendation of **APPROVAL** to the Lee County Board of Commissioners.

The Lee County Board of Commissioners will conduct a public hearing on **Tuesday, May 10, 2022** a final vote on **Tuesday, May 24, 2022 at 6:00 .p.m** at the T. Page Tharp Governmental Building, Opal Cannon Auditorium, 102 Starksville Avenue North, Leesburg, GA.

**IV. OLD BUSINESS**

None

**V. ADJOURNMENT**

Commissioner Clay Griffith made a motion to **ADJOURN**, seconded by Commissioner Ricky Waters. The **MOTION** was unanimous with Commissioners Chris Guarnieri, Mike McVey, Jim Quinn and Shirley Stiles voting yea. The meeting adjourned at 6:40 p.m.

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Chris Guarnieri, Chairman Date

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Sherry Shelton, Office Manager / Planning Assistant Date

## NOTICE OF PUBLIC HEARING

**Lexwig, LLC (Z22-001)** has submitted an application to the Lee County Planning Commission requesting to rezone a total of 151.361 acres from AG-1(Active Agricultural District) to R-1 (Single-Family Residential District). The property owner is Lexwig, LLC, Parcel Number is 039D 121 being part of Land Lots 209 and 210 of the Second Land District of Lee County, Georgia.

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Ad to run in the Lee County Ledger 4/20/22



# Southwest Georgia Region 8 Emergency Medical Services

## Council

Tifton, Ga 31793

678-367-5015 (office)

May 2, 2022

Tim Coram  
*Chairman*

Lee County Board of Commissioners  
102 Starksville Avenue North  
Leesburg, Ga 31763

Robby Royal  
*Vice-Chair*

Dear Chairman/ County Administrator

Sanford Hawkins M.D.  
*Regional Medical Director*

On behalf of the Region 8 EMS Council, I am asking for an appointment from you for the Regional Emergency Medical Services Advisory Council to represent your county. This Council is the designated Local Coordinating Entity (LCE) to recommend to the Georgia Department of Public Health (DPH) and the manner in which the EMSC Program functions within the region.

Daniel Warren  
*Regional EMS Director*

**Lee County** has one (1) Representative on this Council. Your current Representative is **Cole Williams, term 2019-2022.**

- BAKER
- BEN HILL
- BERRIEN
- BROOKS
- CALHOUN
- COLQUITT
- COOK
- CRISP
- DECATUR
- DOOLY
- DOUGHERTY
- EARLY
- ECHOLS
- GRADY
- IRWIN
- LANIER
- LEE
- LOWNDES
- MILLER
- MITCHELL
- SEMINOLE
- SUMTER
- TERRELL
- THOMAS
- TIFT
- TURNER
- WORTH

Council bylaws require that at least two-thirds of the voting membership be comprised of individuals selected by the County Commissions; therefore, I am soliciting from you the name or reappointment of one (1) individual whom you wish to represent your county on this council for the 2022-2025 term. Council By-laws require members to attend at least fifty percent (50%) of the scheduled council meetings. The Council meets once (1) per quarter.

Members of the Regional EMS Council should possess interest and/or expertise in the areas of Emergency Medical Services, health care, or public safety. The following is a list of categories, which you may wish to consider when recommending your representative:

- Public EMS Provider
- Private EMS Provider
- EMT/Paramedic (non-supervisory)
- Authority hospital representative
- Non-authority hospital representative
- City government representative
- County government representative
- Consumer
- Emergency Physician
- General Surgeon
- Communications agency representative
- Law enforcement representative
- Emergency department nurse and/or trauma nurse
- Pediatrician

Please forward the recommendation of your Commission to Daniel Warren, DPH Region 8 EMS Director, along with a brief synopsis of the individual's qualifications along with his/her mailing address and telephone number on the attached form. You may email this information.

Please complete the attached form and return before **June 15, 2022**. Your participation in this effort is important to the provision of quality Emergency Medical Services to the citizens in your community, region, and state. I appreciate your cooperation and welcome you to contact me if you have any questions. Thank you.

Sincerely,

Daniel Warren

Regional EMS Director – Region 8

**LEE COUNTY  
CURRENT BOARD VACANCIES**

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

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

Vacancies will be open until filled.

**Current Volunteer Board Vacancies**

	<b>Vacancies</b>	<b>Expires</b>	<b>Term</b>
None			

**Upcoming Volunteer Board Vacancies**

	<b>Vacancies</b>	<b>Expires</b>	<b>Term</b>
Development Authority	4	05/31/22	4 Year
Housing Task Force	1	05/31/22	2 Year
Library Board of Trustees	2	06/30/22	3 Year
Utilities Authority	2	06/30/22	1 Year
DARTS Citizens Transportation Committee	2	07/01/22	2 Year
Aspire Behavioral Health and Development Disability Services	1	07/31/22	3 Year
Tax Assessors Board	1	08/31/22	4 Year
Elections & Registration Board	1	12/31/22	4 Year
Health Board	2	12/31/22	6 Year
Joint Development Authority of Baker, Dougherty, Lee, and Terrell Counties	1	13/31/22	1 Year

**Development Authority of Lee County**


<b>District</b>	<b>Name &amp; Address</b>	<b>Term</b>	<b>Appointing Authority</b>
2 05/31/2020	Tim Davis 230 West Doublegate Drive Albany, GA 31721	4 Year Term Expiring on 05/31/2024	County
3 05/31/2016	Bobby Donley 402 Wiregrass Way Albany, GA 31721	4 Year Term Expiring on 05/31/2024	County
2 05/31/2016	Phil Franklin 270 Sportsman Club Road Leesburg, GA 31763	4 Year Term Expiring on 05/31/2024	County
1 05/31/2014	Tommy Jowers 153 Groover Street Leesburg, GA 31763	4 Year Term Expiring on 05/31/2022	County
2 05/31/2016	Al Manry 517 Jordan Road Leesburg, GA 31763	4 Year Term Expiring on 05/31/2024	County
2 05/31/2014	Lawrence T. Walters 149 East Westerlee Drive Leesburg, GA 31763	4 Year Term Expiring on 05/31/2022	County
5	David Brokamp 137 Creekridge Drive Leesburg, GA 31763	4 Year Term Expiring on 05/31/2022	County
2 05/31/2014	Greg Crowder 791 Lovers Lane Road Leesburg GA 31763	4 Year Term Expiring on 05/31/2022	County

Members are required to be Lee County citizens. Meetings are held on an as needed basis at the Chamber of Commerce Office, 106 North Walnut Ave Leesburg, GA 31763;  
 Development Authority Director – Lisa Davis 759-2422  
 Staggered Four Year Terms



**Sumter Electric  
Membership Corporation**

---

A Touchstone Energy® Cooperative 

February 22, 2022

Lee County Board of Commissioners  
102 Starksville Ave. N.  
Leesburg, GA 31763

RE: Reappointment to the Lee County Development Authority Board

Dear Commissioners:

I would like to take this opportunity to express my interest in continuing to serve the citizens of Lee County by being considered for reappointment to the board of the Lee County Development Authority.

Sincerely,



David Brokamp

February 21, 2022

Lee County Board of Commissioners  
102 Starksville Ave. N.  
Leesburg, GA 31763

RE: Reappointment to the Lee County Development Authority Board

Dear Commissioners:

I would like to take this opportunity to express my interest in continuing to serve the citizens of Lee County by being considered for reappointment to the board of the Lee County Development Authority.

Sincerely,

Greg Crowder



# LEE COUNTY

## SCHOOL SYSTEM

*Learning, Empowering, Excelling*

**SUPERINTENDENT**  
Jason Miller, Ed. D.

**BOARD OF EDUCATION**  
Claire Lang, Chair  
Donna Ford, Vice-Chair  
Trey Newell  
Jamie McDowell  
Phil Franklin

February 22, 2022

Lee County Board of Commissioners  
102 Starksville Ave. N.  
Leesburg, GA 31763

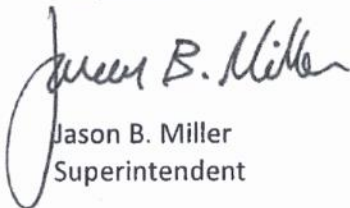
Re: Appointment to the Lee County Development Authority Board

Dear Commissioners:

I would like to take this opportunity to express my desire to serve the citizens of Lee County by being considered for a position on the board of the Lee County Development Authority.

Thank you for your time and consideration.

Respectfully,



Jason B. Miller  
Superintendent





3200 Palmyra Road, Albany, GA 31707

P: 229.883.3232 • F: 229.883.2962

**OXFORDCONSTRUCTION.COM**

March 22, 2022

Lee County Board of Commissioners  
Starksville Ave. N.  
Leesburg, GA 31763

Dear Commissioners:

I am submitting this letter to express my interest in serving the citizens of Lee County by being considered for a position on the board of the Lee County Development Authority.

I am a twenty-five year resident of Lee County and I have been employed with Oxford Construction Company for twenty-one of those years, currently as Vice President/CFO for the company. Lee County has been my home for many years. I value this community and I believe we have a lot to offer. I believe I have something to contribute and look forward to serving in concert with the other board members to promote trade, commerce, industry and employment in our county.

Thank you for your time and consideration.

With Highest Regards,

A handwritten signature in blue ink, appearing to read 'Keith Miller', is written over a white background.

C.L. "Keith" Miller, CPA  
Vice President/ CFO  
Oxford Construction Company

**Housing Task Force - Southwest Georgia**

District	Name & Address	Term
3	Marian Grant-Whitlock 132 Ambleside Drive Leesburg, GA 31763	2 Year Term Expiring on 05/31/2022

Members must be Lee County residents.  
Meetings are held on the last Thursday of each month at 6:00 p.m. Location varies.  
Contact Barbara Reddick, Planner/Director, Region 10-Southwest Georgia Housing Task Force  
[breddick@swgrc.org](mailto:breddick@swgrc.org) (229) 522-3552 Phone

**Kaitlyn Sawyer**

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**Subject:** FW: Housing Task Force

Good afternoon Payton,

I would like to formally request to be reappointed to Housing Task Force Board.

Sent from my iPhone

On May 3, 2022, at 9:37 AM, Payton Harris <[payton.harris@lee.ga.us](mailto:payton.harris@lee.ga.us)> wrote:

Good Morning Ms. Whitlock,

Your two year term on the Housing Task Force Board expires on May 31, 2022. Appointments for this board will be brought to the Board of Commissioners meeting on Tuesday, May 10, 2022. If you wish to be reappointed, please send me written notification by Monday, May 9, 2022.

Thank you,

**Payton Harris**

Administrative Assistant/Receptionist

Lee County Board of Commissioners

102 Starksville Avenue North

Leesburg, Georgia 31763

Phone: (229) 759-6000

FAX: (229) 759-6050

[payton.harris@lee.ga.us](mailto:payton.harris@lee.ga.us)

[www.lee.ga.us](http://www.lee.ga.us)



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## MEMORANDUM

### LEE COUNTY BOARD OF COMMISSIONERS

**TO:** Honorable Board of County Commissioners  
**SUBJECT:** County Updates

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#### 2021 CDBG

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

#### Agricultural Complex

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

### 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
- 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
- All easements have been acquired and recorded at Superior Court

### GIS

#### Road Layer

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

#### Utilities Mapping Project

- Purpose: To map all utilities in Lee County
  - Includes water mains, water valves, water towers, 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.

### 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**
    - Start Date: February 2022

## **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, and Gus Martin Road
  - Funds to be Received from GDOT: \$612,489.86
    - Total, with 30% match from Lee County: **\$796,236.82**
  - Estimated Start Date: June 2022

## **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

## **Sidewalks**

- 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 \$304,000.00, or 70% of the project cost, whichever is less
- Failure to begin projects before March 30, 2022 may result in the cancellation of funds

## **Speed Limit Ordinance**

- Approved by BOC at April 26, 2022 meeting
- To request DOT examine Old Leesburg Road/State Route 133
- Staff preparing to submit documents to GDOT

## **SPLOST VII**

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

## SPLOST VIII

- Possible Ballot Year: November 2022

## 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: April 2022
- Replacement mortar to fit the historical profile and not change the character or disposition of the building

## Tharp Building 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: November 2022

## RFPs and RFQs

### Open

#### Residential and Commercial Curbside Garbage Services

- Pre-Bid Meeting: May 5, 2022
- Bid Opening: May 26, 2022
- Results to be brought before the Board on June 14, 2022
- Services to begin September 2023

### Recently Awarded

#### 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
- Bid Opening: April 11, 2022
- BOC awarded bid on April 12, 2022 to Oxford Construction Company for \$2,018,312.20
- Estimated Start Date: June 2022

#### 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
- Deadline June 2022
- Oxford Construction is 95% complete with this project

## **Future**

### **Inmate Medical Services**

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

### **Oakland Library Lighting**

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

### **LED Lighting in County Buildings**

- Approved by BOC at March 23, 2021 meeting
- Pre-Bid Meeting:
- Bid Opening:

### **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

GEORGIA  
PUBLIC  
DEFENDER  
COUNCIL

OFFICE OF THE CIRCUIT PUBLIC DEFENDER

SOUTHWESTERN JUDICIAL CIRCUIT

DAVID T. WINHEIM  
CIRCUIT PUBLIC DEFENDER

510 West Lamar Street, 2nd Floor  
Americus, GA 31709

Office: 229-928-4610  
Fax: 229-928-4594

southwesterncpd@gapublicdefender.org



May 5, 2022

Christi Dockery  
County Clerk & Co-County Manager  
Lee County Board of Commissioners  
110 Starksville Avenue North  
Leesburg, Georgia 31763

Joseph B. Williams, Chairman  
Stewart County Commission  
Post Office Box 157  
Lumpkin, Georgia 31815

Kelvin Lewis, County Manager  
Macon County Board of Commissioners  
Post Office Box 297  
Oglethorpe, Georgia 31068

Rayetta Volley, County Administrator  
Sumter County Board of Commissioners  
Post Office Box 295  
Americus, Georgia 31709

Douglas Jamieson, County Administrator  
Schley County Board of Commissioners  
Post Office Box 352  
Ellaville, Georgia 31806

Darrell Holbrook, Chairman  
Webster County Board of Commissioners  
Post Office Box 29  
Preston, Georgia 31824

Re: OCPD Contract for the second half of 2022

Dear Sir or Madam:

Attached please find the proposed contract and attachments for the second half of 2022. The language of the contract remains unchanged except that the dates and several of the administrators/chairpersons have changed.

This proposed budget contains two changes changes that I would like to bring to your attention.

First, the populations for each of the counties have been changed to reflect the numbers in the 2020 Census. The changes in population do affect the contribution rates as they pertain to rent and "other operating expenses." The changes in population do not alter the contribution rates for the personnel expenses (by far the larger portion of our budget.)

As I mentioned in my letter to you for the previous contract cycle there is a small increase in the rent obligation. This increase is part of an escalating rental schedule that continues through

fiscal year 2025 that was established under the previous Circuit Public Defender. I am attaching the increase schedule with this letter.

Second, there is an increase requested in the "other operating expenses" line of the budget. These funds cover the general expenses of the office such as pens, paper, phones, the copy machine, and internet access. The requested increase for this six month period is \$5,000. The increase is spread over all six counties. With the exception of Lee County, the amount of increase created by this request is less than the five percent allowable under section 4.01 of the current contract. Lee County has agreed to waive the restriction in section 4.01 for the purposes of this contract period. (The overage was created due to the shifting population in the recent census, not the overall amount requested.) This is the first request for an increase in operating expenses, other than the scheduled rent increases, since at least 2018.

These changes are important for two reasons. The first is to ensure that we are in compliance with the appropriate statutes. Second, that we are able to continue operating at the current level in order to provide representation to members of our community that would otherwise be unable to afford it.

Finally, as I am sure you are all aware, the State Legislature and Governor recently approved a five thousand (\$5,000) pay increase for all State of Georgia employees that are compensated with State funds. Approximately half of the employees in this office are State funded and the other half are State paid county reimbursed (SPCR). Beginning with the next contract, I will start requesting increased funds in order to pay the SPCR employees the \$5,000 that the State funded employees are now receiving. Due to the limitations created by section 4.01 of the contract (the Circuit Public Defender can only request a five percent increase per contract period), it will take at least three contract cycles in order to reach the \$5,000 for each county funded employee. I am not making any request for these funds during this cycle due to the shifts in responsibilities created by the census and the fact that I don't not want to surprise you with unexpected expenses. I will not make a request of this nature lightly, but I feel it is necessary in order to retain the dedicated and talented individuals working for this office.

The Office of the Circuit Public Defender takes great care to use the funds you entrust to us with great care, and in a way that best serves all six counties of the Southwestern Circuit. I do not know the exact amount at this time, but I can assure you that this office will be refunding a substantial amount to our counties for the fiscal year that is ending June 30, of this year. I expect to have the final numbers available in January 2023.

Please review the proposed contract and budget and let me know whether or not you would like me to come present it to your Commission. I will also be happy to answer any questions or address any issues that you may have.

I want to take this opportunity to thank you for all of your support through the years. It is only through the support and cooperation of the counties that this office is able to provide service to this community.

Sincerely,

A handwritten signature in blue ink, appearing to read 'D. Winheim', with a long horizontal flourish extending to the right.

David T. Winheim

ENCLOSURES:

Proposed contract between the OCPD and the counties of the Southwestern Judicial Circuit

Attachments to the contract

Rent Increase Schedule

pc: Omatayo Alli, Executive Director, Georgia Public Defender Council



INDIGENT DEFENSE CONTRACT BETWEEN THE OFFICE OF THE CIRCUIT PUBLIC DEFENDER OF THE SOUTHWESTERN JUDICIAL CIRCUIT AND THE GOVERNING AUTHORITIES OF LEE, MACON, SCHLEY, STEWART, SUMTER, AND WEBSTER COUNTIES

THIS CONTRACT is entered into on the dates listed on the signature pages below between the Office of the Circuit Public Defender of the Southwestern Judicial Circuit (hereinafter referred to as the "Office of the Circuit Public Defender"), the governing authority of Lee County, a body politic and a subdivision of the State of Georgia (hereinafter referred to as "Lee County"), the governing authority of Macon County, a body politic and a subdivision of the State of Georgia (hereinafter referred to as "Macon County"), the governing authority of Schley County, a body politic and a subdivision of the State of Georgia (hereinafter referred to as "Schley County"), the governing authority of Stewart County, a body politic and a subdivision of the State of Georgia (hereinafter referred to as "Stewart County"), the governing authority of Sumter County, a body politic and a subdivision of the State of Georgia (hereinafter referred to as "Sumter County"), and the governing authority of Webster County, a body politic and a subdivision of the State of Georgia (hereinafter referred to as "Webster County"). Lee County, Macon County, Schley County, Stewart County, Sumter County, and Webster County are hereinafter referred to collectively as the "Counties."

WHEREAS, the Office of the Circuit Public Defender and the Counties enter into this contract to implement the provisions of the Georgia Indigent Defense Act of 2003, as amended; and

WHEREAS, the Counties are bodies politic, existing and operating under the laws and Constitution of the State of Georgia with full power to enter into contracts and agreements with other political entities; and

WHEREAS, the Office of the Circuit Public Defender exists under the laws of the State of Georgia and operates under the laws and Constitution of the State of Georgia with full power to enter into contracts and agreements with other entities; and

WHEREAS, it is the intent of the parties to this contract to provide for the operation of an indigent defense system to assure that adequate and effective legal representation is provided, independent of political considerations or private interests, to indigent defendants in criminal cases consistent with the standards adopted by the Georgia Public Defender Council ("GPDC"). This system and this contract include the following:

- (1) The provision by the Office of the Circuit Public Defender and GPDC of the statutorily required services to the Counties;

- (2) The payment to the Office of the Circuit Public Defender by the Counties for assistant public defenders and investigators and administrative assistants;
- (3) The payment by the Counties of their pro rata share of the costs of appropriate offices, utilities, telephone expenses, materials, and supplies as may be necessary to equip, maintain, and furnish the Office of the Circuit Public Defender in an orderly and efficient manner;
- (4) Travel advances and reimbursement of expenses;
- (5) Salary supplements; and
- (6) The provision for other matters necessary to carry out this contract.

NOW THEREFORE, in consideration of the mutual covenants and promises contained in the contract and for Ten Dollars (\$10) and other good and valuable consideration, IT IS AGREED AS FOLLOWS:

ARTICLE 1--STATUTORY AND ADDITIONAL SERVICES

Section 1.01 Statutory staffing:

The Office of the Circuit Public Defender and GPDC agree to provide for the Southwestern Judicial Circuit full-time staff for a public defender office or offices consisting of a Circuit Public Defender; an assistant public defender for each superior court judge authorized for the circuit, excluding the chief judge and senior judges; an investigator; and 2 additional persons to perform administrative, investigative, clerical, and/or paraprofessional services. In addition, pursuant to OCGA § 17-12-27(a)(2), and for as long as the General Assembly provides adequate funding, the Office of the Circuit Public Defender and GPDC agree to provide for the Southwestern Judicial Circuit one additional full-time assistant public defender.

Section 1.02 Statutory services:

The Office of the Circuit Public Defender agrees to provide representation to indigent defendants in the following cases:

- (1) Misdemeanor and felony cases prosecuted in the superior courts of the Counties under the laws of the State of Georgia in which there is a possibility that a sentence of imprisonment or probation or suspension of sentence of imprisonment may be adjudged;
- (2) Hearings in the superior courts of the Counties on a revocation of probation;
- (3) Cases prosecuted in the juvenile courts of the Counties in which a child may face a disposition in a delinquency case of confinement, commitment or probation; and
- (4) Direct appeals from a decision in cases described in (1), (2), and (3) above.

Section 1.03 Conflicts:

The Office of the Circuit Public Defender and GPDC agree to provide for legal representation by an attorney who is not an employee of the Office of the Circuit Public Defender in cases described in

Section 1.02 in which the Office of the Circuit Public Defender has a conflict of interest which cannot be resolved by assigning a different lawyer in the Office of the Circuit Public Defender.

ARTICLE 2--ADDITIONAL ASSISTANT PUBLIC DEFENDERS, INVESTIGATORS, AND ADMINISTRATIVE ASSISTANTS

Section 2.01 Additional employees:

The Counties agree to pay to the Office of the Circuit Public Defender the amount provided in the attachments for the additional personnel listed in the attachments. The amount to be paid includes a 5% administrative services fee. The 5% administrative services fee covers all of the expenses relating to the "county-funded state employees" that would normally be paid by the State on behalf of "state-funded state employees" such as travel reimbursements for travel to the training seminars provided by GPDC. This administrative services fee is determined by the total amount for the budgeted positions. Any unused portion of the administrative services fee for that fiscal year will be refunded to the Counties. The additional personnel employed by the Office of the Circuit Public Defender pursuant to this Section are full-time state paid employees of the Office of the Circuit Public Defender in the unclassified service of the State Merit System of Personnel Administration with all benefits of such appointed state employees as provided by law. The additional personnel employed by the Office of the Circuit Public Defender pursuant to this Section serve at the pleasure of the Circuit Public Defender of the Southwestern Judicial Circuit. The parties agree that the employment of additional personnel by the Office of the Circuit Public Defender pursuant to this section may be terminated by the Office of the Circuit Public Defender if the County does not pay for the costs of these personnel in advance in accordance with this contract. Any changes to the attachments shall be made in accordance with Section 4.05.

Section 2.02 State Bar dues:

The Counties agree to pay the State Bar dues of all of the attorneys who work for the OCPD. In addition to allowing all of the lawyers to legally practice law, this will allow the courts to determine that every attorney who works for the OCPD is paid at least in part by the Counties so the courts can order any and all attorney's fees to be paid to the Counties pursuant to O.C.G.A. § 17-12-51(a).

Section 2.03 Payment terms:

Sumter County agrees to pay the Office of the Circuit Public Defender all of the additional personnel costs stated in the attachments in monthly installments. Installments are due by the 15th day of the preceding month to GPDC. Installments will be paid directly to GPDC with the first installment paid by the 15th of the month before the effective date of this contract. The Office of the Circuit Public Defender agrees to use these funds for the purpose of paying the salary, benefits, and administrative costs of the additional personnel listed in the attachments. At or near the end

of every quarter<sup>1</sup>, Sumter County will send invoices to the other five counties for their pro rata share of the additional personnel costs for the quarter that is ending. No funds provided to the Office of the Circuit Public Defender pursuant to this agreement may be utilized for bonuses or rewards for meritorious service to the Circuit Public Defender, the Circuit Public Defender's employees, or contractors, or otherwise utilized in a manner prohibited by Article III, Section VI, Paragraph VI of the Constitution of the State of Georgia prohibiting gratuities.

#### Section 2.04

The Office of the Circuit Public Defender agrees to authorize and direct GPDC to refund to the Counties (through Sumter County) any funds that have been on deposit with GPDC at the end of the State's fiscal year and that were paid to GPDC for positions that are not filled or were not spent for whatever reason and are not expected to be spent for expenses incurred during the term of this agreement. Any such refund due the Counties shall be issued at the end of the State's fiscal year.

ARTICLE 3--PROVISION BY THE COUNTIES OF THEIR PRO RATA SHARE OF THE COSTS OF APPROPRIATE OFFICES, UTILITIES, TELEPHONE EXPENSES, MATERIALS, AND SUPPLIES AS MAY BE NECESSARY TO EQUIP, MAINTAIN, AND FURNISH THE OFFICE OF THE CIRCUIT PUBLIC DEFENDER.

#### Section 3.01 Office expenses:

The Counties agree to pay their pro rata share of the budget provided in the attachments, which is the budget for appropriate utilities, telephone expenses, materials, supplies, and other expenses necessary to equip, maintain, and furnish the Office of the Circuit Public Defender.

#### Section 3.02 Travel and expense reimbursement:

The Counties agree to provide travel advances and to reimburse expenses which may be incurred in the performance of the employee's official duties under this contract by an employee of the Office of the Circuit Public Defender to the extent the expenses are not reimbursed by the State.

#### Section 3.03 Payment terms:

Sumter County will administer and advance the operating expenditures to the extent the expenses are authorized by the Circuit Public Defender of the Southwestern Judicial Circuit and are within the budget as set out in the attachments. Lee County, Macon County, Schley County, Stewart County, and Webster County agree to pay their pro rata share of the operating expenditures listed in the attachments to Sumter County. These funds will be paid quarterly to Sumter County and

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<sup>1</sup> As used in this contract, quarters will start on the first days of January, April, July, and October and will end the day before the next quarter starts.



will be based on actual expenditures for the previous quarter based on an invoice sent by Sumter County. Sumter County shall not be responsible for determining whether any expenditures or requests for payment submitted by the Office of the Circuit Public Defender are a legitimate government expense or authorized by law. The Office of the Circuit Public Defender will cooperate with any of the Counties to provide any documentation of any expenditure on request if such documentation is reasonably available to the Office of the Circuit Public Defender.

Section 3.04

Reports, Accounting, and Audits: Sumter County will comply with reasonable requests by the Office of the Circuit Public Defender to provide the Office of the Circuit Public Defender with reports and other information concerning operating expenses required by any State auditor or by GPDC or requested by the Office of the Circuit Public Defender.

Within 15 days of receipt, the Office of the Circuit Public Defender will comply with reasonable requests by any of the Counties to provide reports and other information concerning operating or personnel expenses including a complete copy of any audits of its financial statements, expenditures, or funds, including, but not limited to, any work papers, spreadsheets, line item details, or other documents reviewed by the auditor. The duty to provide a copy of such audits expressly includes any audits conducted by the State of Georgia or a private auditor, regardless of the source of the funds audited.

In addition, any County may request an annual audit of the funds provided to the Office of the Circuit Public Defender pursuant to this contract. Upon receipt of any such request, the Office of the Circuit Public Defender shall take reasonable steps in a timely manner to engage an independent auditor at the expense of the County that requested the audit. No later than 60 days after receipt of the County's request, the Office of the Circuit Public Defender shall provide the Counties a copy of the auditor's reports, findings, and recommendations, and, upon request, a copy of all work papers, spreadsheets, line item details, and other documents or information reviewed by the auditor.

Within 30 days of the close of the term of this contract, Sumter County shall provide the Office of the Circuit Public Defender an accounting, including line item details, of the manner in which the funds allocated pursuant to this contract were applied or spent. Within 15 days of receipt, the Office of the Circuit Public Defender shall thereafter provide a complete copy of the accounting to all other Counties.

Within 30 days of the close of the term of this contract, the Office of the Circuit Public Defender shall provide the Counties an accounting of the number of indigent clients served in the unincorporated area of each county compared to each of the municipalities in each such county.

ARTICLE 4--MISCELLANEOUS

Section 4.01 Term:

The term of this contract is the 6 month period beginning on July 1, 2022 and ending on December 31, 2022. This contract only covers a 6 month period because the Counties do not all share the same fiscal year and it is understood that the Counties may desire to know what their maximum expenses will be for the next 12 months so that they can set their budgets accordingly. In order to provide a maximum figure for the next 12 months for budgeting purposes, the Office of the Circuit Public Defender hereby agrees that the maximum budget that it will ask for in the contract for the following 6 months will not be more than 5% higher than the budget set out in this contract. This is a one-way agreement by the Office of the Circuit Public Defender and there is no corresponding agreement by the Counties to provide any increase whatsoever during the following 6 months.

Section 4.02 Severability:

Any section, subsection, paragraph, term, condition, provision or other part (hereinafter collectively referred to as "part") of this contract that is judged, held, found, or declared to be voidable, void, invalid, illegal or otherwise not fully enforceable shall not affect any other part of this contract, and the remainder of this contract shall continue to be of full force and effect. Any agreement of the parties to amend, modify, eliminate, or otherwise change any part of this contract shall not affect any other part of this contract, and the remainder of this contract shall continue to be of full force and effect.

Section 4.03 Cooperation, dispute resolution, and jurisdiction:

- (1) The Office of the Circuit Public Defender and the Counties collectively and individually acknowledge that this contract may need to be revised periodically to address new or unforeseen matters;
- (2) Each party to this contract agrees to cooperate with the other party to effectuate and carry out the intent of this contract;
- (3) This contract, and the rights and obligations of the parties, shall be governed by, and subject to and interpreted in accordance with the laws of the State of Georgia. The parties acknowledge and agree that by law, the exclusive jurisdiction for contract actions against the state, departments and agencies of the state, and state authorities is the Superior Court of Fulton County, Georgia. The Parties further acknowledge that the Fulton Superior Court has a Court sponsored Arbitration and Mediation Program in which the Parties agree to fully participate.

Section 4.04 Notice:

A notice to a party to this contract shall be made in writing and shall be delivered by first class mail or personally to the person and at the address indicated below:

Lee County: Christi Dockery, County Clerk & Co-County Manager  
Lee County Board of Commissioners  
110 Starksville Avenue North  
Leesburg, Georgia 31763

Macon County: Kelvin Lewis, County Manager  
Macon County Board of Commissioners  
Post Office Box 297  
Oglethorpe, Georgia 31068

Schley County: Douglas Jamieson, County Manager  
Schley County Board of Commissioners  
Post Office Box 352  
Ellaville, Georgia 31806

Stewart County: Joseph B. Williams, Chairman  
Stewart County Board of Commissioners  
Post Office Box 157  
Lumpkin, Georgia 31815

Sumter County: Rayetta Volley, County Administrator  
Sumter County Board of Commissioners  
Post Office Box 295  
Americus, Georgia 31709

Webster County: Darrell Holbrook, Chairman  
Webster County Board of Commissioners  
Post Office Box 29  
Preston, Georgia 31824

Office of the Circuit Public Defender: David T. Winheim, Circuit Public Defender  
Southwestern Judicial Circuit  
510 West Lamar Street, 2nd Floor  
Americus, Georgia 31709

Georgia Public Defender Council: Omotayo Alli, Executive Director  
Georgia Public Defender Standards Council  
270 Washington Street, Suite 6079  
Atlanta, GA 30334

Section 4.05 Contract modification:

This contract, including the attachments hereto, constitutes the entire agreement between the parties with respect to the subject matter of this contract and may be altered or amended only by a subsequent written agreement of equal dignity. Provided, however, that the Circuit Public Defender may revise individual line items of the budget as follows: individual line items may be adjusted by the Circuit Public Defender via instructions to Sumter County, the fiscal agent, and/or to GPDC, without notice, so long as said budget revisions do not increase the budgeted amount set out in this contract. This contract supersedes all prior agreements, negotiations, and communications of whatever type, whether written or oral, between the parties hereto with respect to the subject matter of this contract.

Section 4.06 Termination:

- (1) Due to non-availability of funds: in the event that any of the sources of reimbursement for services under this contract (appropriations from the General Assembly of the State of Georgia, or appropriations from a county governing authority) are reduced during the term of this contract, the Office of the Circuit Public Defender may terminate the contract. The certification by the Director of GPDC of the occurrence of reduction in State funds is conclusive. The certification by the person designated in Section 4.04 for the receipt of notice for each of the Counties of the occurrence of the reduction in county funds is conclusive. The Counties agree to promptly notify the Office of the Circuit Public Defender in writing of the non-existence or insufficiency of funds and the date of termination. The Office of the Circuit Public Defender may then immediately cease providing the services required hereunder except for any necessary winding down and transition services required under Section 4.07. In lieu of terminating this contract, the Counties and the

Office of the Circuit Public Defender may make financial and other adjustments to this contract by amending it pursuant to Section 4.05.

- (2) For cause: this contract may be terminated for cause, in whole or in part, at any time by any party for failure by the other party to substantially perform any of its duties under this contract. "Cause" means a breach or default of any material obligation hereunder which default is incapable of cure, or which, being capable of cure, has not been cured within 30 days after receipt of notice of such default (or such additional cure period as the non-defaulting party may authorize). Should a party exercise its right to terminate this contract under this subsection, the termination shall be accomplished in writing and specify the reason and the termination date. In the event of termination under this subsection the Office of the Circuit Public Defender shall submit a final contract expenditure report containing all charges incurred through and including the termination date to the Counties no later than 30 days after the effective date of written notice of termination and the Counties shall pay the amount due within 15 days of the receipt of the final contract expenditure report. Upon termination of this contract, the Office of the Circuit Public Defender shall not incur any new obligations after the effective date of the termination, except as required under Section 4.07. The above remedies contained in this subsection are in addition to any other remedies provided by law or the terms of this contract.
- (3) For Convenience: this contract may be cancelled or terminated by any of the parties without cause; however, the party seeking to terminate or cancel this contract shall give written notice of its intention to do so to the other parties at least 60 days prior to the effective date of cancellation or termination.
- (4) Post-termination obligations: after termination of this contract pursuant to this Section, the Office of the Circuit Public Defender and the Counties agree to comply with the provisions of Section 4.07.

Section 4.07 Cooperation in transition of services.

- (1) During or at the end of the contract: the Office of the Circuit Public Defender agrees upon termination or expiration of this contract, in whole or in part, for any reason to cooperate as requested by the Counties to effectuate the smooth and reasonable transition of services for existing clients. This includes but is not limited to the continuation of representation by the Office of the Circuit Public Defender where appropriate or required by law, court rule, or the State Bar of Georgia ethical standards or the facilitation of the timely transfer to the Counties of the client records. The Counties shall compensate the Office of the Circuit Public Defender for all post-termination or post-expiration services under this subsection. The Office of the Circuit Public Defender shall submit a monthly expenditure report containing all charges incurred during the preceding month on or before the 5th day of each month. The Counties shall pay the amount due within 15 days of the receipt of the monthly expenditure report. This subsection survives the termination or expiration of the contract.

- (2) Statutory responsibility continuation: the Office of the Circuit Public Defender and the Counties acknowledge that both have responsibilities for indigent defense costs under the Georgia Indigent Defense Act of 2003, as amended, and that the termination or expiration of this contract does not relieve either party of their responsibility under the law.

Section 4.08 Advance of funds:

The parties agree that advances of funds cannot remain outstanding following contract expiration or termination and will be reclaimed. The parties agree that upon termination of this contract all unexpended and unobligated county funds held by the parties revert to the Counties and shall be distributed based on their pro-rata contributions outlined in the attachments hereto. The parties agree to reconcile expenditures against advances of funds within 30 days of termination of this contract.

Section 4.09 Attachments incorporated:

The attachments are incorporated into this contract by reference as if fully set forth herein.

Section 4.10 Time:

Time is of the essence.

IN WITNESS WHEREOF, the parties have each here unto affixed their signatures the day and year set out below.

Lee County  
by:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

ATTEST:

\_\_\_\_\_

\_\_\_\_\_  
Date

Macon County  
by:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

ATTEST:

\_\_\_\_\_

\_\_\_\_\_  
Date

Schley County  
by:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

ATTEST:

\_\_\_\_\_

\_\_\_\_\_  
Date

Stewart County  
by:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

ATTEST:

\_\_\_\_\_

\_\_\_\_\_  
Date

Sumter County  
by:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

ATTEST:

\_\_\_\_\_

\_\_\_\_\_  
Date

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[contract search term pi3441180701]

Contract term 7/1/2022 to 12/31/22

Webster County

by:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

Office of the Circuit Public Defender

by:

  
Signature

Circuit Public Defender  
Title

ATTEST:

\_\_\_\_\_

\_\_\_\_\_  
Date

ATTEST:



May 5, 2022  
Date

Georgia Public Defender Standards Council

by:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

ATTEST:

\_\_\_\_\_

\_\_\_\_\_  
Date

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zzz Done - OCPD Proposed July to December 2022 budget attachments

Attachment--Operating Expenses

Account number	Account name	Budgeted amount
100-2800-00-522310-000	rent	\$ 17,550.00
	other operating expenses	\$ 21,123.60
	Total	\$ 38,673.60

OCPD July to December 2022

Attachment--Personnel Expenses

Personnel budget--state funded	* ID	12M Salary	6M salary	Health=Sx30.454%	FICA=Sx7.65%	Pension=Sx24.66%	Unemployment	6M Totals
Total	6	\$ 517,439.47	\$ 258,719.74	\$ 78,790.51	\$ 19,792.06	\$ 63,800.29	\$ 108.50	\$ - \$ 421,211.09

Personnel budget--locally funded by all 6 counties	12M Salary	6M salary	Health=Sx30.454%	FICA=Sx7.65%	Pension=Sx24.66%	Unemployment	Admin. fee**	6M Totals
Total	6	\$ 323,140.24	\$ 161,570.12	\$ 49,204.56	\$ 12,360.11	\$ 39,843.19	\$ 93.00	\$ 13,153.55 \$ 276,224.54

\*\*the administrative services fee is 5% for county-funded state employees to cover human resources, some training, some travel, and other expenses incurred by GPDC as an employer

worksheet based on current staffing and salaries only (any changes subject to Section 5.05)

Personnel budget--state funded	* ID	12M Salary	6M salary	Health=Sx30.454%	FICA=Sx7.65%	Pension=Sx24.66%	Unemployment	6M Totals
Circuit Public Defender	33 1	\$ 112,636.60	\$ 56,318.30	\$ 17,151.18	\$ 4,308.35	\$ 13,888.09	\$ 15.50	\$ 91,681.42
Assistant Circuit Public Defender	97 1	\$ 79,250.00	\$ 39,625.00	\$ 12,067.40	\$ 3,031.31	\$ 9,771.53	\$ 15.50	\$ 64,510.74
Assistant Circuit Public Defender	59 1	\$ 98,110.00	\$ 49,055.00	\$ 14,939.21	\$ 3,752.71	\$ 12,096.96	\$ 15.50	\$ 79,859.38
Assistant Circuit Public Defender	65 1	\$ 70,670.00	\$ 35,335.00	\$ 10,760.92	\$ 2,703.13	\$ 8,713.81	\$ 15.50	\$ 57,528.16
Investigator/Paralegal	22 1	\$ 46,792.87	\$ 23,396.44	\$ 7,125.15	\$ 1,789.83	\$ 5,769.56	\$ 15.50	\$ 38,096.47
Investigator/Paralegal	53 1	\$ 54,990.00	\$ 27,495.00	\$ 8,373.33	\$ 2,103.37	\$ 6,780.27	\$ 15.50	\$ 44,767.46
Hub	58 1	\$ 54,990.00	\$ 27,495.00	\$ 8,373.33	\$ 2,103.37	\$ 6,780.27	\$ 15.50	\$ 44,767.46
<b>Total 6</b>		<b>\$ 517,439.47</b>	<b>\$ 258,719.74</b>	<b>\$ 78,790.51</b>	<b>\$ 19,792.06</b>	<b>\$ 63,800.29</b>	<b>\$ 108.50</b>	<b>\$ 421,211.09</b>

Personnel budget--locally funded by all 6 counties		12M Salary	6M salary	Health=Sx30.454%	FICA=Sx7.65%	Pension=Sx24.66%	Unemployment	Admin. fee**	6M Totals
Assistant Circuit Public Defender	45 1	\$ 65,000.00	\$ 32,500.00	\$ 9,897.55	\$ 2,486.25	\$ 8,014.50	\$ 15.50	\$ 2,645.69	\$ 55,559.49
Assistant Circuit Public Defender	41 1	\$ 75,460.56	\$ 37,730.28	\$ 11,490.38	\$ 2,886.37	\$ 9,304.29	\$ 15.50	\$ 3,071.34	\$ 64,498.15
Assistant Circuit Public Defender	23 1	\$ 71,350.68	\$ 35,675.34	\$ 10,864.57	\$ 2,729.16	\$ 8,797.54	\$ 15.50	\$ 2,904.11	\$ 60,986.22
Administrative Assistant	16 1	\$ 32,498.59	\$ 16,249.30	\$ 4,948.56	\$ 1,243.07	\$ 4,007.08	\$ 15.50	\$ 1,323.18	\$ 27,786.68
Investigator/Paralegal	64 1	\$ 44,150.41	\$ 22,075.21	\$ 6,722.78	\$ 1,688.75	\$ 5,443.75	\$ 15.50	\$ 1,797.30	\$ 37,743.29
Office Manager/Investigator/Paralegal	72 1	\$ 34,680.00	\$ 17,340.00	\$ 5,280.72	\$ 1,326.51	\$ 4,276.04	\$ 15.50	\$ 1,411.94	\$ 29,650.72
<b>Total 6</b>		<b>\$ 323,140.24</b>	<b>\$ 161,570.12</b>	<b>\$ 49,204.56</b>	<b>\$ 12,360.11</b>	<b>\$ 39,843.19</b>	<b>\$ 93.00</b>	<b>\$ 13,153.55</b>	<b>\$ 276,224.54</b>

\*Because of privacy concerns, the names of individual employees have been replaced by random numbers; a key will be provided to any county commissioner or staff member or anyone who complies with Article 4 of Chapter 18 of Title 50 of the Official Code of Georgia

\*\*the administrative services fee is 5% for county-funded state employees to cover human resources, some training, some travel, and other expenses incurred by GPDC as an employer

\*\*\*this is a one time contribution from GPDC to the OCPD to avoid having to ask the counties for a budget increase in the middle of the fiscal year

Attachment--Totals for 6 months covered by the contract

Personnel	GPDC budget	county budget
Personnel	\$ 421,211.09	\$ 276,224.54
Operating		\$ 38,673.60
Total		\$ 314,898.14

County share of personnel based on caseload	Caseload	Percentage	County Share
Lee	570	0.28358209	\$ 78,332.33
Macon	312	0.155223881	\$ 42,876.64
Schley	72	0.035820896	\$ 9,894.61
Stewart	82	0.04079602	\$ 11,268.86
Sumter	950	0.472636816	\$ 130,553.89
Webster	24	0.011940299	\$ 3,298.20
Totals	2010	1	\$ 276,224.54

County share of operating based on population	Population	Percentage	County Share
Lee	33163	0.38087745	\$ 14,729.90
Macon	12082	0.13876192	\$ 5,366.42
Schley	4547	0.05222235	\$ 2,019.63
Stewart	5314	0.06103135	\$ 2,360.30
Sumter	29616	0.34014012	\$ 13,154.44
Webster	2348	0.02696681	\$ 1,042.90
Totals	87070	1	\$ 38,673.60

County share of both personnel and operating	Personnel	Operating	County Share of both
Lee	\$ 78,332.33	\$ 14,729.90	\$ 93,062.23
Macon	\$ 42,876.64	\$ 5,366.42	\$ 48,243.07
Schley	\$ 9,894.61	\$ 2,019.63	\$ 11,914.24
Stewart	\$ 11,268.86	\$ 2,360.30	\$ 13,629.16
Sumter	\$ 130,553.89	\$ 13,154.44	\$ 143,708.33
Webster	\$ 3,298.20	\$ 1,042.90	\$ 4,341.11
Totals	\$ 276,224.54	\$ 38,673.60	\$ 314,898.14

Attachment—Retrospective and prospective worksheet

6 month totals for past, current, and maximum\* future 6 month budgets

County	1/1/22 to 6/30/22	7/1/22 to 12/31/22	Max.* for 1/1/23 to 6/30/23	Max.* for 7/1/23 to 12/31/23
Lee	\$ 88,233.41	\$ 93,062.23	\$ 97,715.35	\$ 102,601.11
Macon	\$ 48,499.58	\$ 48,243.07	\$ 50,655.22	\$ 53,187.98
Schley	\$ 11,399.23	\$ 11,914.24	\$ 12,506.95	\$ 13,135.45
Stewart	\$ 13,367.18	\$ 13,629.16	\$ 14,310.62	\$ 15,026.15
Sumter	\$ 143,818.17	\$ 143,708.33	\$ 150,893.75	\$ 158,438.43
Webster	\$ 4,253.07	\$ 4,341.11	\$ 4,558.16	\$ 4,786.07

Total for the year from 1/1/22 to 12/31/22

County	
Lee	\$ 181,295.64
Macon	\$ 96,742.65
Schley	\$ 23,313.47
Stewart	\$ 26,996.34
Sumter	\$ 287,526.50
Webster	\$ 8,594.18

Maximum\* total for the year from 7/1/22 to 6/30/23

County	
Lee	\$ 190,777.58
Macon	\$ 98,898.29
Schley	\$ 24,424.19
Stewart	\$ 27,939.79
Sumter	\$ 294,602.08
Webster	\$ 8,899.27

Maximum\* total for the year from 1/1/23 to 12/31/23

County	
Lee	\$ 200,316.46
Macon	\$ 103,843.20
Schley	\$ 25,645.39
Stewart	\$ 29,336.78
Sumter	\$ 309,332.18
Webster	\$ 9,344.23

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\*references to the "Maximum" or "Max." do not necessarily imply that this is the amount that will be requested, see Section 4.01 for further explanation

**RESOLUTION  
OF THE BOARD OF COMMISSIONERS OF LEE COUNTY, GEORGIA,  
RELATING TO THE DISTRIBUTION OF THE  
JOINT COUNTY-MUNICIPAL SALES AND USE TAX  
BETWEEN AND AMONG LEE COUNTY AND  
THE QUALIFIED MUNICIPALITIES OF LEE COUNTY  
COMMENCING JANUARY 1, 2024, AND  
CONCLUDING DECEMBER 31, 2034**

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WHEREAS, O.C.G.A. §48-8-80, *et. seq.*, provides for the imposition, collection, and expenditure of a joint County and municipal sales and use tax (hereinafter referred to as the "LOST") in certain special tax districts created in accord with the provisions of O.C.G.A. §48-8-81; and

WHEREAS, Lee County has previously held a referendum authorizing the imposition of a LOST as authorized under the provisions of O.C.G.A. §48-8-85; and

WHEREAS, Georgia law provides that the distribution of the proceeds from LOST must be renegotiated every ten (10) years at the conclusion of the decennial census; and

WHEREAS, it has been determined that the City of Leesburg and the City of Smithville are both qualified municipalities in Lee County under the definition of "qualified municipality" established in O.C.G.A. §48-8-80; and

WHEREAS, Lee County, the City of Leesburg, and the City of Smithville entered into negotiations regarding the distribution of LOST proceeds after the 2020 decennial census within the time required by O.C.G.A. §48-8-89; and

WHEREAS, as a result of such negotiations, Lee County, the City of Leesburg, and the City of Smithville have agreed to a distribution of the LOST proceeds for the period commencing January 1, 2024, and concluding December 31, 2034.

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. Based upon the agreement of the Board of Commissioners of Lee County, the Mayor and City Council of the City of Leesburg, and the Mayor and City Council of the City of Smithville, the LOST shall be distributed among such jurisdictions as follows:

- (A) Lee County shall receive \_\_\_\_\_;
- (B) The City of Leesburg shall receive \_\_\_\_\_; and
- (C) The City of Smithville shall receive \_\_\_\_\_.

2. Such percentages are established pursuant to and are based upon the requirements of O.C.G.A. §48-8-89(b) as required by law.

3. The distribution of the LOST authorized pursuant to this Resolution shall commence on January 1, 2024, and shall conclude on December 31, 2034.

4. The Chair of the County Commission shall be authorized to execute a Certificate of Distribution regarding such LOST distribution upon the adoption of this Resolution and cause such Certificate of Distribution to be submitted to the State of Georgia Revenue Commissioner within the time provided by law.

5. All Resolutions or parts of Resolutions in conflict herewith are hereby repealed.

6. This Resolution shall become effective upon the date of its adoption by the governing body of Lee County; provided, however, that in the event that either the City of Leesburg or the City of Smithville fail or refuse to execute a Certificate of Distribution in accord with the terms of this Resolution within fifteen (15) calendar days of the effective date of this Resolution, then in such event, this Resolution shall be deemed rescinded and of no further force and effect.

SO RESOLVED, effective this \_\_\_ day of \_\_\_\_\_, 2022

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

By: \_\_\_\_\_  
Chairman

Attest: \_\_\_\_\_  
Clerk





**CERTIFICATE OF DISTRIBUTION**

TO: State Revenue Commissioner

Pursuant to an Act of the Georgia General Assembly, effective January 1, 1980, relating to Local Sales & Use Taxes, the governing authorities for the qualifying municipalities and the county located within the special district coterminous with the boundaries of \_\_\_\_\_ County hereby certify that the proceeds of the combination city/county local sales and use tax generated in such district shall be distributed by the State Revenue Commissioner as follows:

- City of \_\_\_\_\_ shall receive \_\_\_\_\_ %
- City of \_\_\_\_\_ shall receive \_\_\_\_\_ %
- City of \_\_\_\_\_ shall receive \_\_\_\_\_ %
- City of \_\_\_\_\_ shall receive \_\_\_\_\_ %
- City of \_\_\_\_\_ shall receive \_\_\_\_\_ %
- City of \_\_\_\_\_ shall receive \_\_\_\_\_ %
- County of \_\_\_\_\_ shall receive \_\_\_\_\_ %

This certificate shall continue in effect until such time as a new certificate shall be executed as provided in said Act.

By executing this schedule, the county and cities, acting through their respective officers, represent that all municipalities lying wholly or partly in the tax jurisdiction have been given an opportunity to show that they are 'qualified municipalities,' as that term is used in the Act, and that all municipalities listed herein as recipients are 'qualified' and so may receive distribution from the proceeds of the tax.

Executed on behalf of the governing authorities of the qualifying municipalities representing not less than a majority of the aggregate population of all qualifying municipalities located within the special district and the governing authority of the county, this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_.

\_\_\_\_\_  
MAYOR OF THE CITY OF

\_\_\_\_\_  
MAYOR OF THE CITY OF

\_\_\_\_\_  
MAYOR OF THE CITY OF

\_\_\_\_\_  
MAYOR OF THE CITY OF

\_\_\_\_\_  
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MAYOR OF THE CITY OF

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MAYOR OF THE CITY OF

\_\_\_\_\_  
CHAIRMAN BOARD OF COMMISSIONERS OF

\_\_\_\_\_ COUNTY