



BOARD OF COUNTY COMMISSIONERS

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

TUESDAY, JUNE 28, 2022 AT 6:00 P.M.
T. PAGE THARP BUILDING
OPAL CANNON AUDITORIUM
WWW.LEE.GA.US

MEETING AGENDA
VOTING SESSION

COUNTY COMMISSIONERS

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

COUNTY STAFF

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

		<u>PAGE</u>
1.	<u>INVOCATION</u>	
2.	<u>PLEDGE OF ALLEGIANCE</u>	
3.	<u>CALL TO ORDER</u>	
4.	<u>APPROVAL OF MINUTES</u>	
	(A) Consideration to approve the minutes for the Board of Commissioners meeting for June 14, 2022.	A - D
5.	<u>CONSENT AGENDA</u>	
	NONE	
6.	<u>NEW BUSINESS</u>	
	NONE	
7.	<u>PUBLIC HEARING</u>	
	NONE	
8.	<u>DEPARTMENTAL MATTERS</u>	
	NONE	
9.	<u>CONSTITUTIONAL OFFICERS & GOVERNMENTAL BOARDS/AUTHORITIES</u>	
	(A) Consideration to appoint two members to the DARTS Citizens Transportation Committee for a term of two years. Current term expires 07/01/2022. New term expires 07/01/2024. Letters of interest received by Brent Davis and Dr. Peter Ngwafu (reappointment).	1 - 4
	(B) Consideration to appoint two members to the Library Board of Trustees for a term of three years. Current term expires 06/30/2022. New term expires <u>06/30/2025</u> . Letters of interest in reappointment received from Greg Crowder and Donna Ford.	5 - 7
10.	<u>COUNTY MANAGER'S MATTERS</u>	
	(A) Updates on County projects.	8 - 13

- (B) Consideration to approve the Anticipated Collections Addendum from Non-Federal Sources for the SAVE Program. 14 - 15
- (C) Consideration to adopt the Resolution adopting the 2022-2023 Budget. *Public Hearing held June 14, 2022* 16 - 17
- (D) Consideration to adopt a Preliminary Resolution Notifying the Election Superintendent of Lee County's Intent to Request a Call for a Special Election Referendum to Impose a County Transportation Special Purpose Local Option Sale and Use Tax (TSPLOST). 18 - 21
- (E) Consideration to award the bid for Curbside Solid Waste Collection. 22 - 34
- (F) Consideration to approve an agreement with Wood Environment & Infrastructure Solutions, Inc. for Planning Services. 35 - 44
- 11. COMMISSIONER'S MATTERS**
- (A) Discussion of the Comp time policy for employees. 45 - 52
- 12. UNFINISHED BUSINESS**
NONE
- 13. COUNTY ATTORNEY'S MATTERS**
- (A) Consideration to approve Lee County School Tax Levy Resolution and bonds. 53 - 58
- 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) **Utilities Authority Customers:** Due to recent extreme weather conditions and high water demand, the Utilities Authority is requesting and encouraging all customers to limit irrigation and to water at night. Please, no irrigation between 10:00am and 4:00pm every day.
- (B) A fast, more reliable internet connection with Kinetic Fiber is coming soon to Lee County! Visit GoKinetic.com or call 229-985-8000 to pre-register for Windstream Broadband. 59
- (C) Offices of the Lee County Board of Commissioners will be **closed Monday, July 4, 2022** in observance of the **Independence Day**. Garbage services will be delayed by one day.
- (D) The next **Summer Food Distribution** will be **Thursday, July 7, 2022 at 10:00am** at the Lee County Parks & Recreation Office, located at 141 Park Street in Leesburg.
- (E) This year's **Lee County Rivers Alive** event will be held **Saturday, July 9, 2022**. Contact Code Enforcement or the Chamber of Commerce for more information.
- (F) The next regularly scheduled County Commission Meeting is **Tuesday, July 12, 2022 at 6:00pm**.
- 17. ADJOURNMENT**

AGENDA MAY CHANGE WITHOUT NOTICE

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

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

DRAFT



BOARD OF COUNTY COMMISSIONERS

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

TUESDAY, JUNE 14, 2022 6:00 P.M.
T. PAGE THARP BUILDING
OPAL CANNON AUDITORIUM
WWW.LEE.GA.US

MEETING MINUTES
WORK SESSION

COUNTY COMMISSIONERS

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

COUNTY STAFF

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

The Lee County Board of Commissioners met in a work session on Tuesday, June 14, 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, and Commissioner George Walls. Staff in attendance was County Manager Christi Dockery, County Attorney Jimmy Skipper, and County Clerk Kaitlyn Sawyer. The meeting was also streamed on Facebook Live. Chairman Mathis called the meeting to order at 6:00pm.

INVOCATION

Pastor Aaron McCulley, Philema Road Baptist Church, led the invocation.

PLEDGE OF ALLEGIANCE

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

CALL TO ORDER

APPROVAL OF MINUTES

- (A) **Consideration to approve the Board of Commissioners meeting minutes for May 24, 2022.**
Commissioner Wheaton made the **MOTION** to approve the Board of Commissioners meeting minutes for May 24, 2022. Commissioner Walls seconded the **MOTION**. The **MOTION** was unanimous with Commissioner Singletary voting yea.

CONSENT AGENDA

NONE

NEW BUSINESS

- (A) **Patsy Shirley, Executive Director of Lee County Family Connections, Inc., to present to the Board.**
A handout was provided to the Board summarizing the services provided by Family connections and how many individuals have been served this year. Ms. Shirley stated that 4,122 children were helped with Backpack Blessings, 1,800 books were provided to children as part of our Book Clubs, 144 children were provided with Christmas gifts, 8,167 families aided from food distribution events during the pandemic, and many families participated in Family Literacy Nights. Ms. Shirley thanked the Board for their continued support.

The Junior Leadership Lee Academy, in a partnership with the Fanning Institute at UGA, will be implemented during this upcoming school year. Thirty eighth grade students will be selected in the Fall for classes which will begin in January and be held on a monthly basis through May. In year 2, an ambassador element will be

introduced. Ms. Shirley also mentioned that a donation of \$10,000.00 had been received from NextEra Energy Resources for the Literate Lee Coalition; the Coalition will also be receiving a \$25,000.00 grant from the Sandra Dunagan Deal Center for Early Language and Literacy at Georgia College to introduce a new program entitled "The Basics", which will focus on early literacy.

The first food distribution event for the summer was held June 9, 2022, serving a total of approximately 200 families. Family Connections will order food boxes and also receive items from the food bank at no charge. There will be three more food distribution events this summer. The Board thanked Ms. Shirley for everything she and Family Connections do for the County.

(B) **Discussion of DoProcess software.**

This item was not discussed.

PUBLIC HEARING

(A) **The Lee County Board of Commissioners will hold a public hearing regarding the proposed 2022-2023 Budget.**

Chairman Mathis opened the Public Hearing.

Chairman Mathis stated that the proposed budget was available to the public, was balanced with no use of reserves, and included no tax increase and a raise for every full and part-time County employee. The budget will be adopted at the June 28, 2022 meeting and implemented July 1, 2022.

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

DEPARTMENTAL MATTERS

NONE

CONSTITUTIONAL OFFICERS & GOVERNMENTAL BOARDS/AUTHORITIES

(A) **Consideration to appoint three members to the Utilities Authority Board for a term of one year. Current term expires 06/30/2022. New term expires 06/30/2023. Letters of interest in reappointment received from Art Ford, Levent Gokcen, and Victor Stubbs.**

Commissioner Walls made the **MOTION** to reappoint Art Ford, Levent Gokcen, and Victor Stubbs to the Utilities Authority Board for a term of one (1) year, expiring 06/30/2023. Commissioner Wheaton seconded the **MOTION**. The **MOTION** was unanimous with Commissioner Singletary voting yea.

COUNTY MANAGER'S MATTERS

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

County Manager Dockery discussed ongoing projects in the County: (1) The Town Hall event with Windstream will be Wednesday, June 22, 2022 at 3:00pm, and will include speakers from Windstream and local representatives, and will provide citizens with the opportunity to preregister with the company for internet services; (2) approximately 11 of the 13 roads that are part of the LMIG Resurfacing Project have been resurfaced, with the project aiming to be fully completed inclusive of shoulder work in the next few weeks; (3) the LED lighting project at the Oakland Library is nearly completed; and (4) Family Connections have started their food distributions, with the next one being scheduled for Thursday, June 23, 2022.

Update on the Lee County Medical Center

Chairman Mathis provided a brief update on the hospital, stating that Phoebe had filed a new legal objection, which will cause delays and cost more money. There have been several objections and suits and like the previous ones, we would work through this one and keep moving forward.

(B) **Consideration to adopt a comp time policy for employees.**

Commissioner Singletary made the **MOTION** to adopt the presented comp time policy for employees with the proposed amendments (and the inclusion of new hires. Commissioner Wheaton seconded the **MOTION**. The

MOTION was unanimous with Commissioner Walls voting yea.

- (C) **Consideration to adopt a social media policy for employees.**
Commissioner Singletary made the **MOTION** to adopt a social media policy for employees. Commissioner Wheaton seconded the **MOTION**. The **MOTION** was unanimous with Commissioner Walls voting yea.
- (D) **Consideration to adopt a resolution requesting the call of a special election to fill the unexpired term of Rick Muggridge on the Board of Commissioners.**
Commissioner Wheaton made the **MOTION** to adopt a resolution requesting the call of a special election to fill the unexpired term of Rick Muggridge on the Board of Commissioners. Commissioner Walls seconded the **MOTION**. The **MOTION** was unanimous with Commissioner Singletary voting yea.

County Manager Christi Dockery added that the qualifying for this position will be held July 26 – 28, 2022.

- (E) **Discussion of the bid for Inmate Medical Services.**
Commissioner Singletary made the **MOTION** to award the bid for Inmate Medical Services to Wellpath for approximately \$446,027.00 annually, \$464.61 per month (fixed monthly price per inmate), pending County Attorney Skipper's review and approval. Commissioner Walls seconded the **MOTION**. The **MOTION** was unanimous with Commissioner Wheaton voting yea.

COMMISSIONER'S MATTERS

NONE

UNFINISHED BUSINESS

NONE

COUNTY ATTORNEY'S MATTERS

NONE

EXECUTIVE SESSION

NONE

PUBLIC FORUM

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

Paul Clayton – Discussed the current state of Old Leslie Road and asked that it be paved

Lonzie Jimmerson - Asked if the Broadband event would be livestreamed or recorded for those who couldn't attend in person

ANNOUNCEMENTS

- (A) The **Broadband Initiative Kick Off Event**, hosted by Windstream, will be held **Wednesday, June 22, 2022** beginning at **3:00pm** in the Opal Cannon Auditorium of the T. Page Tharp Governmental Building.

Chairman Mathis encouraged citizens to attend. County Manager Christi Dockery added that this event will be livestreamed on Facebook and/or recorded and that all information would be made available to the citizens via the website and Facebook.

- (B) **Advance-in-Person Voting** for the June 21, 2022 Primary/Special Election Runoff 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. The last day for Advance-in-Person Voting is Friday, June 17, 2022.**

Chairman Mathis stated that this was mandated by state law.

- (C) Voted **Absentee-by-Mail ballots** mail may be returned to the Elections Office through the Postal Service, in-person, by a family member, or by using the Official Absentee Ballot Drop Box, located inside the Elections Office at 100 Starksville Avenue North, Suite C, Leesburg, Georgia. **The ballot drop box was made available beginning Monday, June 13, 2022 and will close on Friday, June 17, 2022 at 5:00 pm.**

Chairman Mathis stated that this was mandated by state law.

- (D) A **Special Called Joint Meeting** with the County Commission, City of Leesburg, and City of Smithville will be held **Tuesday, June 21, 2022 at 5:00pm** to discuss **TSPLOST II.**
- (E) The next regularly scheduled County Commission Meeting is **Tuesday, June 28, 2022 at 6:00pm.**

ADJOURNMENT

The meeting adjourned at 6:17PM.

CHAIRMAN

ATTEST: _____
COUNTY CLERK

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.

**LEE COUNTY
CURRENT BOARD VACANCIES**

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

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

Vacancies will be open until filled.

Current Volunteer Board Vacancies

	Vacancies	Expires	Term
None			

Upcoming Volunteer Board Vacancies

	Vacancies	Expires	Term
Library Board of Trustees	2	06/30/22	3 Year
DARTS Citizens Transportation Committee	2	07/01/22	2 Year
Aspire Behavioral Health and Developmental 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	12/31/22	1 Year

DARTS Citizens Transportation Committee

District	Name & Address	Term	Appointing Authority
5	Chris Phillips 176 Plantation Drive Leesburg, GA 31763	2 Year Term Expiring on 07/01/2022	County
3	Dr. Peter A. Ngwafu 202 Hawkstead Drive Leesburg, Georgia 31763 Chair	2 Year Term Expiring on 07/01/2022	County

Meetings are held quarterly on the **Wednesday before** the third Thursday of January, April, June, and September at 9:00 AM at the Dougherty County Governmental Building at 240 Pine Ave, Suite 300, Albany, GA 31702.
Contact Kerrie Davis KeDavis@albanyga.gov
Telephone: 438-3920 Fax: 438-3965

RELIABLE
ENGINEERING

June 14, 2022

Christi Dockery, County Manager
102 Starksville Avenue North
Leesburg, Georgia 31763

RE: LETTER OF INTEREST FOR JOINING THE DARTS CITIZEN COMMITTEE

Dear Ms. Dockery,

I am interested in serving on the DARTS Citizens' Transportation Committee. I have been living in South Lee County for over 15 years and have been local to the Dougherty Area my whole life. I also have over 16 years of experience working for local engineering firms in which I have designed and provided construction supervision on roads and pedestrian facilities in this area. I believe that I would be a valuable member to this committee. Please let me know if any more information is required in order to fulfill this request. If not, I look forward to serving on this committee.

Best regards,



Brent Davis, P.E.



MASTER OF PUBLIC ADMINISTRATION PROGRAM

COLLEGE OF PROFESSIONAL STUDIES

June 7, 2022

Lee County Board of Commissioners
102 Starksville Avenue North
Leesburg, Georgia 31763
Phone: (229) 500-2279

Dear Members of the Lee County Board of Commissioners,

Please accept this letter of interest from me as evidence of my desire to continue to serve on the DARTS Transportation Volunteer Board for Lee County. I have had the pleasure of serving on the board for many years and would love to be given the opportunity to continue to represent the citizens of Lee County on this board for the next two years.

As always, thank you in advance for the great work that all of you do for the citizens of Lee County, and for your assistance with this matter. Thank you,

Sincerely,

A handwritten signature in black ink, appearing to read "Peter A. Ngwafu".

Peter A. Ngwafu, PhD
Professor & Director, Master of Public Administration Program

Library Board of Trustees – Lee County

District	Name & Address	Term	Appointing Authority
2	Greg Crowder 791 Lovers Lane Rd. Leesburg, GA 31763 Chairman	3 Year Term Expiring on 06/30/2022	County
2	Donna Ford 407 Hwy 32 East Leesburg, GA 31763	3 Year Term Expiring on 06/30/2022	County
5	Gary Knight 171 Northwood Drive Leesburg, GA 31763 Vice Chairman	3 Year Term Expiring on 06/30/2024	County
1	Mark Word P.O. Box 451 Smithville, Ga 31787	3 Year Term Expiring on 06/30/2023	City of Smithville
2	Patsy Shirley 116 Broadleaf Drive Albany, GA 31701 Treasurer	3 Year Term Expiring on 06/30/2022	Board of Education
1	Haley Mims 377 Hwy 32 East Leesburg, Ga. 31763	3 Year Term Expiring on 06/30/2022	Board of Education
1	William Hancock 127 Morgan Farm Dr. Leesburg, GA 31763	3 Year Term Expiring on 06/30/2021	City of Leesburg
<p>Members must be Lee County citizens. Meetings are held at 7:00 p.m. on the second Tuesday of February, May, August, and November.</p> <p>Lee County Library 245 Walnut Street in Leesburg and Smithville Library, 118 Main Street South, Smithville Redbone Branch, 104 Thundering Springs, Claire Leavy, Director, at 759-2369 Phone or 759-2326 Fax</p>			



June 19, 2022

Ms. Christi Dockery,
County Manager
Lee County Board of Commissioners
102 Starksville Avenue
Leesburg, GA 31763

Dear Ms. Dockery:

The Lee County Board of Commissioners appoints three representatives to the Lee County Library Board of Trustees.

Current Representatives and their expiration of their terms are:

Greg Crowder	2022 (June 30)
Donna Ford	2022 (June 30)
Gary Knight	2024 (June 30)

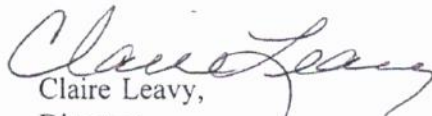
Mr. Crowder and Ms. Ford are eligible for re-appointment and have both expressed interest in being re-appointed for the term beginning July 1, 2022 - June 30, 2025.

Both members are experienced Library Board members who are exceptional advocates for the Library as well as representatives for the Board of Commissioners. Both are active library users. Mr. Crowder currently serves as Chair of the Library Board and will certainly guide the Library through any future transitions.

There is no doubt both Mr. Crowder and Ms. Ford will continue to be outstanding Library Board members who will help drive the Library to further its mission, programs, and services.

It is my recommendation both be reappointed for the term July 1, 2022 – June 30, 2025.

Sincerely,


Claire Leavy,
Director

Kaitlyn Sawyer

From: ARTHUR FORD <arthurford@bellsouth.net>
Sent: Friday, May 27, 2022 9:59 AM
To: Payton Harris
Subject: Re: Library Board of Trustees

Good morning, Payton, Yes, I would like to remain on the library board for an additional term. Thank you and enjoy your weekend, Donna

Sent from my iPad

On May 27, 2022, at 9:41 AM, Payton Harris <payton.harris@lee.ga.us> wrote:

Good Morning Mrs. Ford,

Your three year term on the Library Board of Trustees expires on June 30, 2022. Appointments for this board will be brought to the Board of Commissioners meeting on June 14, 2022. If you wish to be reappointed, please send me written notification by Thursday, June 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

www.lee.ga.us



NOTICE: This electronic mail message and any files transmitted with it are intended exclusively for the individual or entity to which it is addressed. The message, together with any attachment, may contain confidential and/or privileged information and may be subject to open records requests. Any unauthorized review, use, printing, saving, copying, disclosure or distribution is strictly prohibited. If you have received this message in error, please immediately advise the sender by reply email and delete all copies. Unauthorized interception of this e-mail is a violation of Federal criminal law. Warning: Although Lee County has taken reasonable precautions to ensure no viruses are present in this e-mail and any files transmitted with it, Lee County accepts no liability for any loss or damage arising from the use of this e-mail, attachments or linked websites.



MEMORANDUM

LEE COUNTY BOARD OF COMMISSIONERS

TO: Honorable Board of County Commissioners
SUBJECT: County Updates

2021 CDBG

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

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: $\frac{3}{4}$ mile walking trail that runs along a 46 foot high ridgeline above the Kinchafoonee Creek and has a seasonal view of the waterway
 - Eight (8) picnic tables as well as a number of trash cans have been placed along this trail on the creek side
 - Directional signs for the area ordered (i.e. Parking, No Parking, trail markers, boundary signs, etc.)
- Future Improvements
 - Defining the road
 - Rocking the area on top of the ridgeline for a parking area
 - Placing a gate at the trailhead so that the area can be closed to public for safety during high water events
- Planning/Designing Committee created by the Board at the May 11, 2021 meeting

- **Committee Members:** Art Ford, Tim Sumners, Tom Sumners, Bobby Donley, Lisa Davis, David Dixon, Judy Powell, Commissioner Rick Muggridge, Commissioner Luke Singletary, County Manager Christi Dockery, Parks & Recreation Director Jeremy Morey, Chief Marshal Jim Wright
 - **First Meeting:** June 14, 2021
 - **Second Meeting:** November 15, 2021
 - **Third Meeting:** January 11, 2022

2020 Census Numbers

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

Commercial Land Development Permits

- Artesian City Federal Credit Union
- Buck Run 5
- DeSoto Silicon Ranch
- Finish Line Storage 2
- Forrester Community Church, Forrester Parkway
- Fuzzy's Taco
- Grand Island Redevelopment
- Ledo Self Storage 2
- Lovers Lane Road Well
- Mini Warehouse Office, Hwy 82
- Plantation Storage 2
- Oaklee Investment, LLC
- Sumter EMC Pole Yard
- Woodgrain Millwork
- Oakland Crossings Drive Extension
- Brittany Lakes 2
- Cypress Cove 3
- Groves 4
- Live Oak 3
- Quail Valley 4-7
- Hardware store

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: July 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

Food Distributions

- Family Connections will be hosting a summer food distribution at the Lee County Parks & Recreation Facility located at 141 Park Street
 - Dates: June 9th, June 23rd, July 7th, and July 21st starting at 10:00AM

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
 - **Roads Completed Include: Cookville Road, Palmyra Road, Pineridge Drive, Southhill Drive, and East Century Road**
 - Funds to be Received from GDOT: \$612,489.86
 - Total, with 30% match from Lee County: **\$796,236.82**
 - Start Date: May 2022
 - Estimated Completion Date: August 2022

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
- Staff has submitted documents to GDOT
- Request DOT examine Old Leesburg Road/State Route 133
- Awaiting GDOT approval

SPLOST VII

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

SPLOST VIII

- Possible Ballot Year: 2024

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
 - Under review

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**
- Completion: May 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

TSPLOST II

- Possible Ballot Year: November 2022
- Joint meeting scheduled for Tuesday, June 21, 2022 at 5:00pm

RFPs and RFQs

Open

Residential and Commercial Curbside Garbage Services

- Pre-Bid Meeting: May 5, 2022
- Bid Opening: June 7, 2022
- Results to be brought before the Board on June 28, 2022
- Services to begin September 2023

Recently Awarded

Inmate Medical Services

- Bid Opening: June 13, 2022
- BOC awarded bid on June 14, 2022 to Wellpath, LLC for approximately \$446,027.00 annually, \$464.61 per month (fixed monthly price per inmate), pending County Attorney Skipper's review and approval

2022 LMIG Road Projects

- For use in resurfacing the following roads: Palmyra Road, Story Lane, Pineridge Drive, Southill Drive, East Century Road, Cookville Road, Stocks Dairy Road, Woodstone Circle, Waterbury Court, Wayside Court, Winners Court, Groover Street, and Gus Martin Road
 - Addition of Midway and Firetower Roads
- Bid Opening: April 11, 2022
- BOC awarded bid on April 12, 2022 to Oxford Construction Company for \$2,018,312.20
- Start Date: May 2022
- Estimated Completion: August 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
- Pre-Construction meeting held March 15, 2022
- All easements received and recorded in Superior Court

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

- 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
- Metro Power is 90% complete

Grand Island Roadway Grading Project

- Overseen by Matt Inman, EMC Engineering
- Bid Opening: December 9, 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.
 - Continuing to complete E & S

Future

LED Lighting in County Buildings

- Approved by BOC at March 23, 2021 meeting
- Projected Bid Opening: TBD

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



Anticipated Collections Addendum from Non-Federal Sources

Please provide the information requested in the table below. This information will be used to complete your Memorandum of Agreement (MOA). See Page 2 for additional instructions and an explanation of terms.

1. Agency Information	
Agency Name:	Lee County Board of Commissioners
Tax Identification Number (TIN):	58-6000854
Data Universal Numbering System (DUNS) or Business Partner Network (BPN) Number:	96-812-5984
2. Billing (Accounts Payable) Point of Contact (POC) Information	
Name:	Chris Hartley
Phone Number (xxx-xxx-xxxx):	229-759-6000
Fax Number (xxx-xxx-xxxx):	229-759-6050
E-mail Address:	chartley@lee.ga.us
Address:	102 Starksville Avenue, North
Address (2nd line):	
City, State, Zip Code:	Leesburg, GA 31763
3. Customer Payment and Budgeting Information	
Purchase Commitment Number:	
Payment Method:	Check
Amount Obligated (Budgeted):	\$300.00 (to be billed monthly)
Funds Expiration Date:	06/30/2023, per agency
4. Program POC	
Name:	Brandy Hoey
Phone Number (xxx-xxx-xxxx):	229-759-6000
E-mail Address:	Brandy.hoey@lee.ga.us

In accordance with the SAVE Paperless Initiative, my agency agrees to only submit electronic verification requests and to not submit non-electronic verification requests, including non-electronic requests made on Form G-845 and/or the Form G-845 Supplement.

This addendum will commence as soon as all signatures are obtained in accordance with the Memorandum of Agreement. Both parties must agree to any amendments prior to their implementation in accordance with the Memorandum of Agreement.

Billy Mathis
Chairman, Lee County Board of
Commissioners

Jonathan M. Mills
Chief, SAVE Program, DHS USCIS

Date

Date

Internal SAVE Use ONLY
Agency High Level Identifier:

INSTRUCTIONS FOR COMPLETING THIS ADDENDUM

1. Type or legibly print the information requested. See below for an **Explanation of Terms**.
2. Have your agency's authorized signatory sign and date the Addendum.
3. Return the Addendum to your SAVE Program Agency Manager via e-mail, or fax (802) 860-6907 or U.S. mail to:

SAVE Program
U.S. Citizenship and Immigration Services
Department of Homeland Security
10 Fountain Plaza
Buffalo, NY 14202

If you require an original signature from the SAVE Program Chief on your copy of this Addendum, please mail your signed Addendum to:

SAVE Program
U.S. Citizenship and Immigration Services
MS2620
Department of Homeland Security
Washington, DC 20529-2620

****Do not send any payment along with this ACA; you will receive a monthly bill for any use.**

EXPLANATION OF TERMS

- ¹DUNS or BPN Number:** This field may be left blank if your agency does not have a DUNS or BPN number.
- ²Purchase Commitment Number:** This field may be left blank if your agency does not use this number or a similar identifier.
- ³Amount Obligated (Budgeted):** This amount may be an estimate, though SAVE recommends a minimum of \$300 per year (calendar or fiscal), which is equal to \$25 per month and is the minimum amount your agency can be invoiced in a single month (unless you do not submit a single query).
- ⁴Funds Expiration Date:** This date is the time at which your agency's obligated funding amount runs out. This may be the end of the SAVE Program fiscal year (for example, September 2011), the end of your fiscal year, or the end of the calendar year.
- ⁵Form G-845:** Verification Document, Form G-845, file electronically. Use this form to verify the immigration status of applications for state or local public benefits when additional verification is required.

**RESOLUTION
ADOPTING FY 2022-2023 BUDGET**

WHEREAS, the county's fiscal year begins July 1, 2022 and ends June 30, 2023; and

WHEREAS, state law requires that each county operate under a balanced budget adopted by ordinance or resolution; and

WHEREAS, the annual budget can be amended during the fiscal year to adapt to changing governmental needs; and

WHEREAS, the County Manager and Finance Director compiled a proposed budget stating the anticipated revenues by source and expenditures by department for the proposed fiscal year, the current fiscal year, as well as the previous fiscal year; and

WHEREAS, the County Manager distributed proposed budgets to the Board of Commissioners and Department Heads first on April 11, 2022 and displayed a copy of the proposed budget in the County Clerk's Office for public review, and provided the Lee County Ledger, Albany Herald, Fox 31 TV, SouthGA TV (WSWG) and WALB TV with a copy of the proposed budget upon request; and

WHEREAS, the County Clerk notified the public, through a newspaper advertisement, email, and County Website that the proposed budget is available for review online on the County Website, in the County Clerk's Office, and at the Lee County Library Leesburg Branch, 245 Walnut Avenue South, Leesburg, GA, Lee County Library Redbone Branch, 104 Thundering Springs Road, Leesburg, GA, Lee County Library Smithville Branch, 116 Main Street, Smithville, GA, and the Lee County Library Oakland Branch located at 445 Oakland Parkway West, Leesburg, GA during normal operating hours and the time and date of the public hearing; and

WHEREAS, the Board of Commissioners conducted a public hearing on June 14, 2022 to discuss the proposed budget; and

WHEREAS, the County Clerk notified the public, through a newspaper advertisement, email, and County Website that the proposed budget is available for review online on the County Website, in the County Clerk's Office, the Lee County Library Leesburg Branch located at 245 Walnut Avenue South, Leesburg, GA, Lee County Library Redbone Branch, 104 Thundering Springs Road, Leesburg, GA, Lee County Library Smithville Branch, 116 Main Street, Smithville, GA, and the Lee County Library Oakland Branch located at 445 Oakland Parkway West, Leesburg, GA during normal operating hours; and

WHEREAS, the County Clerk notified the public, through a newspaper advertisement and County Website, of the adoption of the budget;

WHEREAS, the Board of Commissioners adopts the budget on June 28, 2022, whereby the General Fund Revenues and Other Financing Sources total \$29,486,496, General Fund Expenditures and Interfund Transfers total \$29,486,496, the Enterprise Funds' revenues and expenditures total \$4,971,754, and the Special Revenue Funds' revenues and expenditures total \$10,544,952 for a total annual budget, adjusted for Interfund transfers, of \$45,003,202.

THEREFORE, BE IT RESOLVED, that the Lee County Board of Commissioners hereby adopts the FY 2022-2023 budget, as provided herein.

So resolved this 28th day of June, 2022.

LEE COUNTY BOARD OF COMMISSIONERS

Billy Mathis, Chairman

Attest: _____
Christi Dockery, County Manager

**PRELIMINARY RESOLUTION OF THE BOARD OF COMMISSIONERS
OF LEE COUNTY, GEORGIA, NOTIFYING THE LEE COUNTY
ELECTION SUPERINTENDENT OF LEE COUNTY'S INTENT TO REQUEST
A CALL FOR A SPECIAL ELECTION REFERENDUM TO IMPOSE A
COUNTY TRANSPORTATION SPECIAL PURPOSE LOCAL OPTION
SALES AND USE TAX; AND FOR OTHER PURPOSES**

WHEREAS, O.C.G.A § 48-5-260, et. seq ("the ACT") authorizes the levy of a one percent county Transportation Special Purpose Local Option Sales Tax ("TSPLOST") for the purpose of financing transportation purposes and projects for the use and benefit of Lee County and qualified municipalities within Lee County; and

WHEREAS, Lee County, ("Lee County"), the City of Leesburg ("Leesburg"), and the City of Smithville ("Smithville") (both of which are designated as "qualified municipalities" under the provisions O.C.G.A § 48-8-260), desire to utilize the proceeds of a TSPLOST for transportation purposes and projects as authorized under O.C.G.A. § 48-8-260, et. seq; and

WHEREAS, Lee County, Leesburg, and Smithville previously met to discuss and finalize transportation purposes and projects for inclusion in a TSPLOST referendum to be held on November 8, 2022 in accord with the requirements of O.C.G.A. § 48-8-262(a)(2), and timely written notices required with respect to such meeting have been provided as required by such statute; and

WHEREAS, Lee County, Leesburg, and Smithville have not negotiated a division of the TSPLOST proceeds among such jurisdiction as authorized by the ACT; and

WHEREAS, O.C.G.A. § 48-8-262(d) requires that the governing authority of Lee County adopt a Resolution between the time of the meeting among the governing authorities and the adoption of an Intergovernmental Contract regarding the TSPLOST,

which Resolution shall request the Call a Special Election Referendum so that the registered electors of Lee County shall determine whether to authorize the County to impose the TSPLOST tax; and

WHEREAS, O.C.G.A. § 48-8-262(d) also provides that the Resolution adopted by the governing body of Lee County shall list the specific transportation purposes to be funded by the TSPLOST and shall state the approximate cost of such transportation purposes and projects to be funded with the proceeds of the TSPLOST, which approximate cost shall also be the maximum amount of proceeds to be raised by the tax; and

WHEREAS, the Resolution is also required by OCGA 48-8-262(d) to establish the maximum period of time, to be stated in calendar years, for which the tax may be imposed and the rate thereof; and

WHEREAS, Lee County deems it appropriate to adopt this Preliminary Resolution solely to give advance notice to the Lee County Election Superintendent of Lee County's intent to adopt a final Resolution requesting the call of a Special Referendum Election which will be adopted in compliance with the provisions of O.C.G.A. § 48-8-262(d) at the time such Final Resolution is required to be adopted under State Law.

NOW THEREFORE, BE IT RESOLVED by the governing body of Lee County, AND IT IS HEREBY RESOLVED by the authority of the same, as follows:

1. Assuming that Lee County, the City of Leesburg, and the City of Smithville enter into an Intergovernmental Agreement regarding the calling of a Special Election Referendum on the question of the imposition of a new TSPLOST within the time period provided under O.C.G.A. § 48-8-262, the ballot to be used in the election shall

have written or printed thereon substantially the following:

Transportation Special Purpose Local Option Sales Tax

Shall a special one percent (1%) sales and use tax be imposed in the special district consisting of Lee County for a period of time not to exceed five (5) years and for the raising of an estimated amount of \$22,500,000.00 for transportation purposes?

2. The Clerk of the Lee County Board of Commissioners is hereby authorized and directed to deliver a copy of this Preliminary Resolution to the Election Superintendent of Lee County.

3. In the event that Lee County, the City of Leesburg, and the City of Smithville do not enter into the required Intergovernmental Agreement and do not take such other action as are required by Georgia law within the time period for the holding of a Special Election Referendum on November 8, 2022, then this Resolution shall be deemed to be void and of no further force and effect.

4. All Resolutions or parts of Resolutions in conflict herewith are hereby rescinded.

5. This Preliminary Resolution shall become effective immediately upon the date of its adoption by the governing body of Lee County.

6. This Preliminary Resolution was adopted by the Board of Commissioners of Lee County at a meeting held in accord with the Georgia Open Meetings Act on the _____ day of _____, 2022.

SO RESOLVED, this _____ day of _____, 2022 by the governing body of
Lee County.

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

By: _____
Chairman

Attest: _____
County Clerk



MEMORANDUM LEE COUNTY BOARD OF COMMISSIONERS

TO: Honorable Board of County Commissioners
SUBJECT: Garbage RFP
MEETING DATE: Tuesday, June 28, 2022

MOTION/RECOMMENDATION

Motion to award the bid for the Curbside Solid Waste Collection Services. Staff recommends awarding the bid to GFL Environmental, the lowest responsive bidder for an overall savings of approximately \$67,000.00.

BACKGROUND

A Waste Service Agreement was signed **January 25, 1996** between the Lee County Board of Commissioners and the Solid Waste Management Authority of Crisp County. Currently, there are approximately 10,050 garbage accounts set up in Lee County. In a public meeting, the Lee County Board of Commissioners discussed and agreed to send a letter to the Solid Waste Management Authority of Crisp County informing them of Lee County's desire to not renew the Waste Service Agreement.

This letter was sent both certified and through US Mail on October 1, 2021, within the timeframe required by the Waste Service Agreement. Confirmation was received that this letter was "Delivered, Left with individual" on October 8, 2021. There has yet to be a response to this letter. As a result, the Waste Service Agreement will terminate in accord with the terms of that Agreement at the date and time provided in the Waste Service Agreement.

An RFP was published seeking sealed written bids from qualified contractors for **the curbside solid waste collection services of commercial and residential properties in Lee County, Georgia with services to begin September 1, 2023**. A pre-bid meeting was held Thursday, May 5, 2022 and a public bid opening was held Tuesday, June 7, 2022 at 2:05pm in the Opal Cannon Auditorium of the T. Page Sharp Governmental Building.

Three (3) vendors submitted sealed bid proposals:

Express Disposal
GFL Environmental
Waste Management

ATTACHMENTS

Comparison Spreadsheet
Proposal from Express Disposal
Proposal from GFL Environmental
Proposal from Waste Management

Express Disposal

Type	Current Rate	Proposed Rate	Difference	# of Cans/Dumpsters	Monthly Revenue Loss (Gain)	Months	Total Revenue Loss (Gain)
90 Gallon	20.78	22.32	1.54	10050	15,477.00	12	185,724.00
Additional Cart	12.01	15.62	3.61	891	3,216.51	12	38,598.12
4 yard dumpster	88.61	82.44	(6.17)	144	(888.48)	12	(10,661.76)
6 yard dumpster	132.92	123.66	(9.26)	44	(407.44)	12	(4,889.28)
8 yard dumpster	177.22	164.89	(12.33)	61	(752.13)	12	(9,025.56)
							199,745.52

GFL Environmental

Type	Current Rate	Proposed Rate	Difference	# of Cans/Dumpsters	Monthly Revenue Loss (Gain)	Months	Total Revenue Loss (Gain)
90 Gallon	20.78	19.78	(1.00)	10050	(10,050.00)	12	(120,600.00)
Additional Cart	12.01	11.43	(0.58)	891	(516.78)	12	(6,201.36)
4 yard dumpster	88.61	125.46	36.85	143	5,269.55	12	63,234.60
	88.61	108.28	19.67	1	19.67	12	236.04
6 yard dumpster	132.92	145.86	12.94	40	517.60	12	6,211.20
	132.92	126.1	(6.82)	4	(27.28)	12	(327.36)
8 yard dumpster	177.22	165.58	(11.64)	57	(663.48)	12	(7,961.76)
	177.22	143.89	(33.33)	4	(133.32)	12	(1,599.84)
							(67,008.48)

Waste Management

Type	Current Rate	Proposed Rate	Difference	# of Cans/Dumpsters	Monthly Revenue Loss (Gain)	Months	Total Revenue Loss (Gain)
90 Gallon	20.78	21.26	0.48	10050	4,824.00	12	57,888.00
Additional Cart	12.01	14.5	2.49	891	2,218.59	12	26,623.08
4 yard dumpster	88.61	100.81	12.20	144	1,756.80	12	21,081.60
6 yard dumpster	132.92	151.21	18.29	44	804.76	12	9,657.12
8 yard dumpster	177.22	201.62	24.40	61	1,488.40	12	17,860.80
							133,110.60

EXECUTION OF PROPOSAL

DATE: June 7th 2022

The potential contractor certifies the following by placing an "X" in all blank spaces:

- Proposal was signed by an authorized representative of the firm.
- Potential Contractor has determined the cost and availability of all materials and supplies associated with performing the services outlined herein.
- Labor costs associated with this project have been determined and detailed in the proposal, including all direct and indirect costs.
- Potential Contractor agrees to the conditions as set forth in this Invitation to Bid with no exceptions.

Therefore, in compliance with the foregoing **Invitation to Bid**, and subject to all terms and conditions thereof, the undersigned offers and agrees, if this proposal is accepted within sixty (60) days from the date of the opening, to furnish the services for the prices quoted within the timeframe required.

Clint Eudy, Manager

Business Contact Representative and Title (Print)

Express Disposal & Recycling, LLC

85-2581382

Contractor's Name

Federal ID #

636 Fussell Road Leesburg, Ga 31763

Address

(229) 352-4300

(229) 405-3685

Phone

Fax

ceudy@expressdisposal.co

Email



Authorized Signature

6/3/22

Date

**PROPOSAL PRICING FORM WITH HAULER, HANDLING, BILLING AND
COLLECTION SERVICES**

*There are approximately 10,050 Solid Waste Collection accounts with Lee County as of February 2022 and the current price for one 90 Gallon can is \$23.00. The current price, when picked up weekly, for the three dumpster sizes is as follows: The four (4) cubic yard dumpster is \$88.61, the six (6) cubic yard dumpster is \$132.92, and the eight (8) cubic yard dumpster is \$177.22.

Option 1. Cost for Weekly Solid Waste Collection for Lee County residents and businesses.

90 Gallon (at a minimum) Can

Once per week, per unit, per month, for residential/commercial **garbage** collection
\$ 22.32

Rate per month, per additional unit
\$ 15.62

Dumpsters **See Attached Commercial Rate Schedule**

Four (4) Cubic Yards

Once per week, per unit, per month, for residential/commercial **garbage** collection
\$ 82.44

Rate per month, per additional unit
\$ 82.44

Rate per unit, for additional weekly pickup
\$ 82.44

Six (6) Cubic Yards

Once per week, per unit, per month, for residential/commercial **garbage** collection
\$ 123.66

Rate per month, per additional unit
\$ 123.66

Rate per unit, for additional weekly pickup
\$ 123.66

Eight (8) Cubic Yards

Once per week, per unit, per month, for residential/commercial **garbage** collection
\$ 164.89

Rate per month, per additional unit
\$ 164.89

Rate per unit, for additional weekly pickup
\$ 164.89

Option 2. Cost for Weekly Solid Waste Collection Services for Lee County residents and businesses INCLUDING the cost for billing services.

90 Gallon (at a minimum) Can

Once per week, per unit, per month, for residential/commercial **garbage** collection
\$ 25.46

Rate per month, per additional unit
\$ 17.82

Dumpsters See Attached Commercial Rate Schedule

Four (4) Cubic Yards

Once per week, per unit, per month, for residential/commercial **garbage** collection
\$ 82.44

Rate per month, per additional unit
\$ 82.44

Rate per unit, for additional weekly pickup
\$ 82.44

Six (6) Cubic Yards

Once per week, per unit, per month, for residential/commercial **garbage** collection
\$ 123.66

Rate per month, per additional unit
\$ 123.66

Rate per unit, for additional weekly pickup
\$ 123.66

Eight (8) Cubic Yards

Once per week, per unit, per month, for residential/commercial **garbage** collection
\$ 164.89

Rate per month, per additional unit
\$ 164.89

Rate per unit, for additional weekly pickup
\$ 164.89

**Lee County
Commercial Pricing Schedule - Service Levels
RFP #0526**

Container Size	Service Freq / Week	Cubic Yard Rate	Monthly Rate
4.00	1.00	\$ 4.76	\$ 82.44
4.00	2.00	\$ 4.76	\$ 164.89
4.00	3.00	\$ 4.76	\$ 247.33
4.00	4.00	\$ 4.76	\$ 329.77
4.00	5.00	\$ 4.76	\$ 412.22

Container Size	Service Freq / Week	Cubic Yard Rate	Monthly Rate
6.00	1.00	\$ 4.76	\$ 123.66
6.00	2.00	\$ 4.76	\$ 247.33
6.00	3.00	\$ 4.76	\$ 370.99
6.00	4.00	\$ 4.76	\$ 494.66
6.00	5.00	\$ 4.76	\$ 618.32

Container Size	Service Freq / Week	Cubic Yard Rate	Monthly Rate
8.00	1.00	\$ 4.76	\$ 164.89
8.00	2.00	\$ 4.76	\$ 329.77
8.00	3.00	\$ 4.76	\$ 494.66
8.00	4.00	\$ 4.76	\$ 659.55
8.00	5.00	\$ 4.76	\$ 824.43

Commercial accounts that require a one time special pickup or a non scheduled service of the commercial container a service charge of \$75.00 will be charged in addition to the monthly rate

EXECUTION OF PROPOSAL

DATE: 6/1/2022

The potential contractor certifies the following by placing an "X" in all blank spaces:

- Proposal was signed by an authorized representative of the firm.
- Potential Contractor has determined the cost and availability of all materials and supplies associated with performing the services outlined herein.
- Labor costs associated with this project have been determined and detailed in the proposal, including all direct and indirect costs.
- Potential Contractor agrees to the conditions as set forth in this Invitation to Bid with no exceptions.

Therefore, in compliance with the foregoing **Invitation to Bid**, and subject to all terms and conditions thereof, the undersigned offers and agrees, if this proposal is accepted within sixty (60) days from the date of the opening, to furnish the services for the prices quoted within the timeframe required.

Benjamin C Edwards General Manager
Business Contact Representative and Title (Print)

GFL Environmental
Contractor's Name Federal ID #

361 McMath Mill Road, Americus, GA 31719
Address

(229) 924-3669 (478) 328-6823
Phone Fax

benjaminedwards @ GFL env. com
Email

 6/1/22
Authorized Signature Date

PROPOSAL PRICING FORM WITH HAULER, HANDLING, BILLING AND COLLECTION SERVICES

*There are approximately 10,050 Solid Waste Collection accounts with Lee County as of February 2022 and the current price for one 90 Gallon can is \$23.00. The current price, when picked up weekly, for the three dumpster sizes is as follows: The four (4) cubic yard dumpster is \$88.61, the six (6) cubic yard dumpster is \$132.92, and the eight (8) cubic yard dumpster is \$177.22.

Option 1. Cost for Weekly Solid Waste Collection for Lee County residents and businesses.

90 Gallon (at a minimum) Can

Once per week, per unit, per month, for residential/commercial **garbage** collection
\$ 19.78

Rate per month, per additional unit
\$ 11.43

Dumpsters

Four (4) Cubic Yards

Once per week, per unit, per month, for residential/commercial **garbage** collection
\$ 125.46

Rate per month, per additional unit
\$ 108.28

Rate per unit, for additional weekly pickup
\$ 108.28

Six (6) Cubic Yards

Once per week, per unit, per month, for residential/commercial **garbage** collection
\$ 145.86

Rate per month, per additional unit
\$ 126.10

Rate per unit, for additional weekly pickup
\$ 126.10

Eight (8) Cubic Yards

Once per week, per unit, per month, for residential/commercial **garbage** collection
\$ 165.58

Rate per month, per additional unit
\$ 143.89

Rate per unit, for additional weekly pickup
\$ 143.89

Option 2. Cost for Weekly Solid Waste Collection Services for Lee County residents and businesses INCLUDING the cost for billing services.

90 Gallon (at a minimum) Can

Once per week, per unit, per month, for residential/commercial **garbage** collection \$19.99

Rate per month, per additional unit
\$11.55

Dumpsters

Four (4) Cubic Yards

Once per week, per unit, per month, for residential/commercial **garbage** collection
\$ 125.46

Rate per month, per additional unit
\$ 108.28

Rate per unit, for additional weekly pickup
\$ 108.28

Six (6) Cubic Yards

Once per week, per unit, per month, for residential/commercial **garbage** collection
\$ 145.86

Rate per month, per additional unit
\$ 126.10

Rate per unit, for additional weekly pickup
\$ 126.10

Eight (8) Cubic Yards

Once per week, per unit, per month, for residential/commercial **garbage** collection
\$ 165.58

Rate per month, per additional unit
\$ 143.89

Rate per unit, for additional weekly pickup
\$ 143.89

EXECUTION OF PROPOSAL

DATE: 5/26/2022

The potential contractor certifies the following by placing an "X" in all blank spaces:

- Proposal was signed by an authorized representative of the firm.
- Potential Contractor has determined the cost and availability of all materials and supplies associated with performing the services outlined herein.
- Labor costs associated with this project have been determined and detailed in the proposal, including all direct and indirect costs.

see Exceptions Potential Contractor agrees to the conditions as set forth in this Invitation to Bid with no exceptions.

Therefore, in compliance with the foregoing **Invitation to Bid**, and subject to all terms and conditions thereof, the undersigned offers and agrees, if this proposal is accepted within sixty (60) days from the date of the opening, to furnish the services for the prices quoted within the timeframe required.

Steve Edwards / Public Sector Account Mgr.

Business Contact Representative and Title (Print)

Advanced Disposal Services Solid Waste Southeast, Inc., dba Waste Management

Contractor's Name

Federal ID #

1515 Pecan Lane, Albany GA 31705-5003 # 65-0858287

Address

(770) 560-4025

Phone

Fax

sedward1@wm.com

Email



5/26/2022

Authorized Signature

Date

**PROPOSAL PRICING FORM WITH HAULER, HANDLING, BILLING AND
COLLECTION SERVICES**

*There are approximately 10,050 Solid Waste Collection accounts with Lee County as of February 2022 and the current price for one 90 Gallon can is \$23.00. The current price, when picked up weekly, for the three dumpster sizes is as follows: The four (4) cubic yard dumpster is \$88.61, the six (6) cubic yard dumpster is \$132.92, and the eight (8) cubic yard dumpster is \$177.22.

Option 1. Cost for Weekly Solid Waste Collection for Lee County residents and businesses.

**All Pricing is valid for Cart and Dumpster Contents only*

90 Gallon (at a minimum) Can

Once per week, per unit, per month, for residential/commercial **garbage** collection

\$ 21.26

Rate per month, per additional unit

\$ 14.50

Dumpsters *** See last page for a Matrix of rates for all Commercial Dumpsters*

Four (4) Cubic Yards

Once per week, per unit, per month, for residential/commercial **garbage** collection

\$ 100.81

Rate per month, per additional unit

\$ 100.81

Rate per unit, for additional weekly pickup **** Extra Pick-Up Rate per Service*

\$ 125

Six (6) Cubic Yards

Once per week, per unit, per month, for residential/commercial **garbage** collection

\$ 151.21

Rate per month, per additional unit

\$ 151.21

Rate per unit, for additional weekly pickup **** Extra Pick-Up Rate per Service*

\$ 125

Eight (8) Cubic Yards

Once per week, per unit, per month, for residential/commercial **garbage** collection

\$ 201.62

Rate per month, per additional unit

\$ 201.62

Rate per unit, for additional weekly pickup

\$ 125 **** Extra Pick-Up Rate per Service*

Option 2. Cost for Weekly Solid Waste Collection Services for Lee County residents and businesses INCLUDING the cost for billing services.

90 Gallon (at a minimum) Can

Once per week, per unit, per month, for residential/commercial **garbage** collection

\$ 21.26

Rate per month, per additional unit

\$ 14.50

Dumpsters

Four (4) Cubic Yards

Once per week, per unit, per month, for residential/commercial **garbage** collection

\$ 100.81

Rate per month, per additional unit

\$ 100.81

Rate per unit, for additional weekly pickup *** Extra Pick-Up Rate per Service

\$ 125

Six (6) Cubic Yards

Once per week, per unit, per month, for residential/commercial **garbage** collection

\$ 151.21

Rate per month, per additional unit

\$ 151.21

Rate per unit, for additional weekly pickup *** Extra Pick-Up Rate per Service

\$ 125

Eight (8) Cubic Yards

Once per week, per unit, per month, for residential/commercial **garbage** collection

\$ 201.62

Rate per month, per additional unit

\$ 201.62

Rate per unit, for additional weekly pickup *** Extra Pick-Up Rate per Service

\$ 125

Lee County, Georgia

Non-Collusion Certification

The undersigned bidder certifies that I have not directly or indirectly entered into any agreement, participated in any collusion, nor otherwise taken any action in restraint of free competitive bidding in connection with this submitted bid.

Authorized Signature: *Michael J Holbrook*

Name Printed: Michael j Holbrook / Public Sector Director

Name of Company: Advanced Disposal Services Solid Waste Southeast, Inc., dba Waste Management

Date: 5/26/2022

"Commercial Dumpsters Rate Sheet (Weekly Service, per Month Charge)"

Size	1	2	3	4	5	6
2	\$50.40	\$100.81	\$151.21	\$226.82	\$277.22	\$327.63
4	\$100.81	\$201.62	\$302.43	\$403.24	\$554.45	\$604.85
6	\$151.21	\$302.43	\$453.64	\$604.85	\$756.07	\$907.28
8	\$201.62	\$403.24	\$604.85	\$806.47	\$1,008.09	\$1,209.71

Work Order/Task 1: Lee County Planning and Zoning Support Services

(In accordance with the Master Services Agreement dated 6/28/2022 between Wood Environment & Infrastructure Solutions, Inc. and the Lee County Board of Commissioners)

SCOPE OF SERVICES

Understanding and Intent

Lee County has need for support from trained and qualified professional planners to execute the “current planning” tasks of the Planning & Zoning Department, as required per the Lee County zoning ordinance, land development codes and related regulations. These planning tasks include reviewing plans, reviewing rezoning and variance applications and providing staff reports, and providing planning guidance and support documents. Lee County may determine the associated need to provide support for special projects, such as code review and updates, extensive GIS support, or impact fee studies. If so, such special projects will be addressed under a separate budget to be determined following definition of required scope of services and structured as a separate Work Order(s) under the MSA.

Tasks

Wood planning specialists will coordinate with the Lee County Building Official and/or County Manager (or other County staff as appropriately designated) as the Lee County POC on a weekly basis to determine planning support task assignments and associated schedules. The following will structure provision of these services.

1. Designated Planning Point of Contact (POC) – Wood will designate a single POC who is a planner with experience in providing outsourced part-time planning, familiar with local government planning per State of Georgia norms, and available to support Lee County on a basis that is efficient, cost-effective and mutually agreeable to Wood and Lee County. Wood anticipates that the planning and zoning support services will primarily be provided remotely, unless otherwise specified and mutually agreed upon by Wood and Lee County staff.
2. Weekly Coordination Meeting/Call – The Wood POC and other Wood planning staff, as appropriate, will participate in weekly teleconference with the Lee County POC to confirm support needs and deliverable deadlines for the upcoming week. Wood will document general coordination notes on a weekly basis.
3. Planning Commission Assistance – The Wood POC and/or other Wood planning staff will typically participate via virtual link in scheduled Lee County Planning Commission meetings, to the extent required, including advance preparation of reports (rezoning, variance, text amendments) for presentation to Planning Commission, assistance with meeting agendas, and facilitation of meetings, as appropriate. Wood assumes Planning Commission meetings will take place monthly, at most, with schedule depending on agenda requirements for the Planning Commission. Wood and the Lee County staff will coordinate to determine if an occasion arises that requires on-site support at a Planning Commission meeting, as allocation is provided for the option of occasional in person attendance.
4. Technical Review and Reporting Assistance – The Wood POC will coordinate with the Lee County Manager to identify technical review and reporting assistance needs on a weekly basis, which will be based on applications received by the Department for rezoning, variances, zoning map confirmation, and zoning records organization and management. Wood will establish and

continue to use a data storage system for Wood and Lee County to facilitate document organization and storage. Technical review and reporting assistance shall include the following:

- Reviewing rezoning and variance applications and providing staff reports to Planning Commission and BOC
 - Reviewing rezoning and variance applications and providing staff reports to Planning Commission and BOC
 - Providing general planning guidance and support (estimated to require 4 hours per week)
5. Applications Structure and Developer Pre-application Conferences – Wood will work with the Lee County Manager to facilitate confirmation of application completeness and information clarity and transparency. Wood understands the value of coordination meetings with developers of significant size projects prior to submittal of rezoning/variance requests or site plans and will schedule to support pre-application meetings, as mutually agreeable to Wood and Lee County, in circumstances where warranted due to zoning proposal size and complexity. Wood and the Lee County staff will coordinate if an occasion arises that the County needs on-site pre-application meeting support.
 6. Public Information – The Wood POC will work with the Lee County POC to craft appropriate messaging about County planning services (e.g. the role of Wood technical support) to be posted on the County website and otherwise communicated to community stakeholders to clarify processes and procedures for engaging with the Lee County planning process.

SCHEDULE

Period of performance of the Services shall be approximately 365 days and the date for completion is estimated to be June 30, 2022. Scheduling for services provision will be determined as mutually agreeable to Lee County and Wood. The project schedule may require adjustments during the course of the effort in order to respond to changing conditions and/or direction from County staff and/or elected officials.

COMPENSATION

The firm fixed price for the above-described Services is \$51,000 (fifty one thousand dollars) based on an average of \$4,250 per month for planning services (estimated typical effort of 40 hours per month), including primarily on-call support with trips including one monthly on-site meeting or attendance at one monthly Planning Commission meeting. This budget is inclusive of normal project-related expenses for travel and reproduction. Wood assumes that Lee County will provide appropriate facilities/locations for on-site work by Wood staff at no cost to Wood.



MASTER SERVICES AGREEMENT

THIS AGREEMENT (the "Agreement"), effective this ____ day of _____ 2022, is made by and between Wood Environment & Infrastructure Solutions, Inc., a Nevada corporation, with an address at 2677 Buford Highway, Atlanta GA 30324 ("Wood") and Lee County Board of Commissioners, a Georgia (State) corporation/limited liability company/partnership (Indicate which), with an address at 102 Starkville Avenue North, Leesburg GA 31763 ("CLIENT").

NOW, THEREFORE, in consideration of the mutual undertakings and subject to the terms set forth below and intending to be legally bound, the parties agree as follows:

1. WORK ORDERS AND SCOPE OF SERVICES: This Agreement anticipates the execution of various written Work Orders (see Exhibit 1, Sample Work Order) and sets forth the terms and conditions pursuant to which Wood will provide CLIENT services (the "Services") as described in such Work Orders. Work Orders shall define the scope of services to be performed, the schedule, and the manner of compensation. If any provision in this Agreement conflicts with any provision of a Work Order, the terms of this Agreement shall control unless otherwise expressly provided in the Work Order. When a Work Order is to modify a provision of this Agreement, the Article of this Agreement to be modified shall be specifically referenced in the Work Order, and the modification shall be precisely described

2. COMPENSATION: Wood will be compensated in US dollars for its Services on either a time-and-materials or fixed-price basis as specified in each Work Order.

If a Work Order is to be performed on a time-and-materials basis, Wood shall be reimbursed for all hours worked and other costs incurred at the rates and terms set forth in each Work Order. Should the total cost of Wood's performance under a time-and-materials type Work Order be greater than the estimated amount, Wood will notify CLIENT and provide a revised estimate for CLIENT's approval. In such event, continued performance is subject to additional funding as mutually agreed.

If a Work Order is to be performed on a fixed-price basis, the fixed price shall be as set forth in the Work Order.

In addition to the amount shown in the Work Order, CLIENT assumes full responsibility for the payment of any applicable sales, use, or value-added taxes under this Agreement, except as otherwise specified. Except to the extent Wood may have otherwise specifically agreed in writing, if Services are required to be provided in any foreign jurisdiction (i.e. – outside the US), CLIENT shall compensate Wood for any and all additional taxes, penalties, duties, levies or other charges by any governmental authority assessed or imposed in relation to this Agreement or the Services or any part thereof, which exceed those imposed in the US and whether assessed or imposed on Wood, its employees, its subcontractors or otherwise.

Invoices will be submitted at least monthly for Services rendered. Terms of payment are net thirty (30) days from date of invoice with a late fee of one and one-half percent (1.5%) per month or eighteen percent (18%) per annum or the maximum amount allowable by law on balances past due. Interest shall be computed at 31 days from the date of invoice. In addition, any collection fees, attorneys' fees, court costs, and other related expenses incurred by Wood in the collection of delinquent invoice amounts shall be paid by CLIENT.

If CLIENT reasonably objects to all or any portion of an invoice, CLIENT shall notify Wood of that fact in writing within ten (10) days from the date of receipt of Wood's invoice, give reasons for the objection, and pay that portion of the invoice not reasonably in dispute. Failure of CLIENT to provide such written notice within the allowed ten (10) day period shall be deemed to be a waiver of all objections to that invoice.

CLIENT's payment shall represent CLIENT's acceptance of the Services invoiced by Wood. Wood may suspend performance of Services under this Agreement if: (i) CLIENT fails to make payment in accordance with the terms hereof, or (ii) Wood reasonably believes that CLIENT will be unable to pay Wood in accordance with the terms hereof and notifies CLIENT in writing prior to such suspension of Services. Such suspension shall continue until Wood has been paid in full for all balances past due including applicable service charges and CLIENT provides Wood with adequate assurance of CLIENT's ability to make future payments in accordance with the terms hereof. If any such suspension causes an increase in the time required for the performance of any part of the Services, the performance schedule and/or period for performance shall be extended for a period of time equal to the suspension period.

Unless otherwise set forth in a Work Order, the rates stated in the proposal shall be the basis for determining Wood's compensation for non-fixed price Services. After January 1 of each subsequent calendar year, the rates may be increased by Wood up to an overall average increase of five percent (5%); provided that an overall average increase in excess of five percent (5%) shall be subject to CLIENT's approval. Wood shall provide CLIENT with thirty (30) days advance notice of any change in rates.

3. STANDARD OF CARE: Wood will perform the Scope of Services specified in a Work Order utilizing that degree of skill and care ordinarily exercised under similar conditions by reputable members of Wood's profession practicing in the same or similar locality at the time of performance. NO OTHER WARRANTY, GUARANTY, OR REPRESENTATION, EXPRESS OR IMPLIED, IS MADE OR
US MSA 4-2020

INTENDED IN THIS AGREEMENT, OR IN ANY COMMUNICATION (ORAL OR WRITTEN), REPORT, OPINION, DOCUMENT, OR INSTRUMENT OF SERVICE, AND THE SAME ARE SPECIFICALLY DISCLAIMED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

4. INDEPENDENT CONTRACTOR: Wood shall be fully independent and shall not act, except as permitted herein, as an agent or employee of CLIENT. Wood shall be solely responsible for its employees and for their compensation, benefits, contributions, and taxes, if any.

Unless otherwise agreed to in writing by Wood and CLIENT, neither party shall directly or indirectly solicit, hire or retain, or knowingly cause a third party to solicit, hire or retain, during the term of this Agreement and for a period of one (1) year after the date on which this Agreement terminates, any employee of the other party who works on the preparation of the Proposal or otherwise performs Services under or in connection with this Agreement. Nothing herein shall prevent either party from hiring any individual who responds to a general advertisement for services.

5. INSURANCE: Wood will maintain insurance for this Agreement in the following types and limits: (i) worker's compensation insurance as required by applicable law, (ii) comprehensive general liability insurance (CGL) (\$1,000,000 per occurrence / \$2,000,000 aggregate), and (iii) automobile liability insurance for bodily injury and property damage (\$1,000,000 CSL).

6. CHANGES: CLIENT may order changes within the general scope of the Services by altering, adding to, or deleting from the Services to be performed. Work beyond the scope of services in any Work Order or re-doing any part of the project through no fault of Wood, shall constitute extra work and shall be paid for on a time-and-materials basis in addition to any other payment provided for in this Agreement.

Should Wood encounter conditions which were (i) not reasonably anticipated, including, but not limited to, changes in applicable law, (ii) subsurface or otherwise concealed physical conditions that differ materially from those indicated in this Agreement or (iii) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in activities of the character contemplated by this Agreement, Wood shall promptly provide notice to CLIENT. CLIENT shall promptly investigate such conditions. If, in Wood's reasonable opinion, the conditions cause an increase or decrease in Wood's cost of, or time required for, performance of any part of its Services, CLIENT shall issue a Change Order with an equitable adjustment in Wood's compensation, schedule, or both. In the event no Change Order is agreed to, Wood reserves the right to either (i) suspend its performance until a Change Order is agreed to or (ii) discontinue its performance and terminate this Agreement.

7. FORCE MAJEURE: Should performance of Services by Wood be affected by causes beyond its reasonable control, Force Majeure results. Force Majeure includes but is not restricted to: acts of God; acts of a legislative, administrative or judicial entity; acts of contractors other than contractors engaged directly by Wood; earthquakes; fires; floods; labor disturbances; epidemics, pandemics; and unusually severe weather. Wood will be granted a time extension and the parties will negotiate an equitable adjustment to the price of any affected Services, where appropriate, based upon the effect of the Force Majeure on performance by Wood. The Parties agree that the current COVID-19 Pandemic shall be deemed a Force Majeure under this section and that any on-going or future potential or actual disruptions, or delays in performance of services or deliverables related to the COVID-19 Pandemic will be subject to the time and compensation requirements listed in this Section 6.

8. INSTRUMENTS OF SERVICE: All reports, drawings, plans, or other documents (or copies) furnished to Wood by the CLIENT, shall at CLIENT's written request, be returned upon completion of the Services hereunder; provided, however, that Wood may retain one (1) copy of all such documents. All reports, drawings, plans, documents, software, source code, object code, field notes and work product (or copies thereof) in any form prepared or furnished by Wood under this Agreement are instruments of service. Exclusive ownership, copyright and title to all instruments of service remain with Wood.

CLIENT agrees as follows: (i) the instruments of service (a) may be used and relied upon only by CLIENT and, subject to the terms of this Agreement, its design team solely for the design of the Project, (b) will not be used other than for the Project, but may be submitted for any necessary regulatory approval, (c) may be based in part or in whole on facts and/or assumptions provided to, but not independently verified by, Wood and (d) will reflect Wood's findings as to conditions that existed only at the time the Services were performed; (ii) Wood (a) makes no representations as to any facts or assumptions provided to, but not independently verified by, Wood and (b) may rely on all of the information and data provided by CLIENT to Wood being accurate and complete; (iii) any third party who wishes to rely on any instruments of service must first sign Wood's Reliance Letter Agreement; and (iv) if CLIENT requests instruments of service on electronic media, the electronic copy may be inaccurate or incomplete and the document retained by Wood will be the official document, and any modification(s) of the electronic copy made by CLIENT will be at its own risk. CLIENT hereby releases, defends, indemnifies, and holds harmless Wood from and against all liabilities asserted against, or incurred by, Wood related to the breach by CLIENT of any of the foregoing agreements; provided, if CLIENT is a governmental entity, it has no obligation to defend or indemnify Wood.

9. CLIENT'S RESPONSIBILITIES: CLIENT agrees to: (i) provide Wood all available material, data, and information pertaining to the Services, including, without limitation, plot plans, topographic studies, hydrologic data and previous soil and geologic data including borings, field or laboratory tests, written reports, the composition, quantity, toxicity, or potentially hazardous properties of any material known or believed to be present at any site, any hazards that may be present, the nature and location of underground or otherwise not readily apparent utilities, summaries and assessments of the site's past and present compliance status, and the status of any filed or pending judicial or administrative action concerning the site and shall immediately transmit to Wood any new information that becomes available or any changes in plans; (ii) convey and discuss such materials, data, and information with Wood; and (iii) ensure cooperation of CLIENT's employees.

US MSA 4-2020

CLIENT shall indemnify, defend, and save Wood harmless from and against any liability, claim, judgment, demand, or cause of action arising out of or relating to: (i) CLIENT's breach of this Agreement; (ii) the negligent acts or omissions of CLIENT or its employees, contractors, or agents; (iii) any allegation that Wood is the owner or operator of a site, or arranged for the treatment, transportation or disposal of hazardous materials, including all adverse health effects thereof and (iv) site access or damages to any subterranean structures or any damage required for site access.

In addition, where the Services include preparation of plans and specifications and/or construction oversight activities for CLIENT, CLIENT agrees to have its construction contractors agree in writing to indemnify and save harmless Wood from and against loss, damage, injury, or liability attributable to personal injury or property damage arising out of or resulting from such contractors' performance or nonperformance of their work.

10. SITE ACCESS: CLIENT shall at its cost and at such times as may be required by Wood for the successful and timely completion of Services: (i) provide unimpeded and timely access to any site, including third party sites if required (ii) provide an adequate area for Wood's site office facilities, equipment storage, and employee parking; (iii) furnish all construction utilities and utilities releases necessary for the Services; (iv) provide the locations of all subsurface structures, including piping, tanks, cables, and utilities; (v) approve all locations for digging and drilling operations; and (vi) obtain all permits and licenses which are necessary and required to be taken out in CLIENT's name for the Services. Wood will not be liable for damage or injury arising from damage to subsurface structures that are not called to its attention and correctly shown on the plans furnished to Wood in connection with its work.

11. WARRANTY OF TITLE, WASTE OWNERSHIP: CLIENT has and shall retain all responsibility and liability for the environmental conditions on the site. Title and risk of loss with respect to all materials shall remain with CLIENT. If the samples or wastes resulting from the Services contain any contaminants, Wood, as the CLIENT's agent, and at CLIENT's direction and expense, will either (i) return such samples or wastes to, or leave them with, CLIENT for appropriate disposal or (ii) using a manifest signed by CLIENT as generator and arranger, coordinate the transport of such samples or wastes to an approved facility selected by CLIENT for final disposal, using a transporter selected by CLIENT. At no time will Wood assume possession or title, constructive or express, to any such samples or wastes. CLIENT agrees to pay all costs associated with the storage, transport, and disposal of samples and wastes.

12. LIMITATION OF LIABILITY: As part of the consideration Wood requires for provision of the Services indicated herein, CLIENT agrees that any claim for damages filed against Wood by CLIENT or any contractor or subcontractor hired directly or indirectly by CLIENT will be filed solely against Wood or its successors or assigns and that no individual person shall be made personally liable for damages, in whole or in part.

CLIENT's sole and exclusive remedy for any alleged breach of Wood's standard of care hereunder shall be to require Wood to re-perform any defective Services. All claims by CLIENT shall be deemed relinquished unless filed within one (1) year after substantial completion of the Services.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, CLIENT AGREES THAT THE LIABILITY OF WOOD TO CLIENT FOR ANY AND ALL CAUSES OF ACTION, INCLUDING, WITHOUT LIMITATION, CONTRIBUTION, ASSERTED BY CLIENT AND ARISING OUT OF OR RELATED TO THE NEGLIGENT ACT(S), ERROR(S) OR OMISSION(S) OF WOOD IN PERFORMING SERVICES, SHALL BE LIMITED TO FIFTY THOUSAND DOLLARS (\$50,000) OR THE TOTAL FEES ACTUALLY PAID TO WOOD BY CLIENT UNDER THE WORK ORDER WITHIN THE PRIOR ONE (1) YEAR PERIOD, WHICHEVER IS LESS ("LIMITATION"). CLIENT HEREBY WAIVES AND RELEASES (I) ALL PRESENT AND FUTURE CLAIMS AGAINST WOOD OTHER THAN THOSE DESCRIBED IN THE PRECEDING SENTENCE, AND (II) ANY LIABILITY OF WOOD IN EXCESS OF THE LIMITATION.

In consideration of the promises contained herein and for other separate, valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CLIENT acknowledges and agrees that (i) but for the Limitation, Wood would not have performed the Services, (ii) it has had the opportunity to negotiate the terms of the Limitation as part of an "arms-length" transaction, (iii) the Limitation amount may differ from the amount of professional liability insurance carried by Wood, (iv) the Limitation is merely a limitation of, and not an exculpation from, Wood's liability and does not in any way obligate CLIENT to defend, indemnify or hold harmless Wood, (v) the Limitation is an agreed remedy, and (vi) the Limitation amount is neither nominal nor a disincentive to Wood performing the Services in accordance with the Standard of Care.

Wood and CLIENT each hereby waive any right to recover from the other party for any special, incidental, indirect, or consequential damages (including, but not limited to: loss of use, loss of revenue, loss of profit, loss of contracts, loss of product or production, or loss of business opportunity) incurred by either Wood or CLIENT or for which either party may be liable to any third party, which damages have been or are occasioned by services performed or reports prepared or other work performed hereunder.

CLIENT agrees that the damages for which Wood shall be liable are limited to that proportion of such damages which is attributable to Wood's percentage of fault subject to the other limitations herein.

13. ASSIGNMENT AND SUBCONTRACTING: Neither party shall assign its interest in this Agreement without the written consent of the other, except that Wood may assign its interest in the Agreement to related or affiliated companies of Wood or subcontract portions of the Services to a qualified subcontractor without the consent of CLIENT.

If services are required in New York, Wood will arrange for such services to be provided by an associated firm and this agreement, where required, shall be deemed to be directly between the CLIENT and the licensed firm for all purposes related to the specific scope of services. Wood shall retain responsibility in accordance with this Agreement for all services performed.

14. COST ESTIMATES: If included in the Services, Wood will provide cost estimates based upon Wood's experience on similar projects, which are not intended for use by CLIENT or any other party in developing firm budgets or financial models, or in making investment decisions. Such cost estimates represent only Wood's judgment as a professional and, if furnished, are only for CLIENT's general guidance and are not guaranteed as to accuracy.

15. DISPUTE RESOLUTION: If a claim, dispute, or controversy arises out of or relates to the interpretation, application, enforcement, or performance of Services under this Agreement, Wood and CLIENT agree first to try in good faith to settle the dispute by negotiations between senior management of Wood and CLIENT. If such negotiations are unsuccessful, Wood and CLIENT agree to attempt to settle the dispute by good faith mediation if both parties agree. If the dispute cannot be settled through mediation, and unless otherwise mutually agreed, the dispute shall be settled by litigation in an appropriate court in the state of the Wood office entering into this Agreement. **TO THE EXTENT NOT PROHIBITED BY LAW, THE PARTIES HEREBY WAIVE TRIAL BY JURY WITH RESPECT TO ANY ACTION OR PROCEEDING BROUGHT IN CONNECTION WITH THIS AGREEMENT.** Except as otherwise provided herein, each party shall be responsible for its own legal costs and attorneys' fees.

16. TERM AND TERMINATION: The term of this Agreement shall commence as of the day and year first written above, and shall continue in effect until terminated by either party as provided herein. Either party may terminate this Agreement or any Work Order at any time, with or without cause, by providing not less than ten (10) days advance written notice to the other party. Wood may terminate this Agreement and/or any Work Order immediately in writing if CLIENT becomes insolvent, enters bankruptcy, receivership, or other like proceeding (voluntary or involuntary) or makes an assignment for the benefit of creditors.

Notwithstanding the termination of this Agreement, this Agreement will survive as to any and all Work Orders signed by both parties prior to the Agreement's effective termination date, until all of the rights and obligations of both parties thereunder have been fulfilled or the Work Order has been terminated as herein provided.

CLIENT shall compensate Wood for all Services performed hereunder through the date of any termination and all reasonable costs and expenses incurred by Wood in effecting the termination, including non-cancelable commitments and demobilization costs.

17. NOTICE: Any notice required under this Agreement will be in writing, addressed to the appropriate party at the address set forth in the introductory paragraph of this Agreement (or such other address as the parties may designate from time to time in writing) and given personally, by registered or certified mail postage prepaid, or by a commercial courier service. Notices shall be effective: (a) upon receipt after being delivered personally, (b) 3 days after being deposited in the mail as described above, or (c) 2 days after being deposited with a commercial courier service.

18. CONFIDENTIALITY: Both parties shall keep all information and data provided by the other party pertaining to the Services strictly confidential, and unless such information and data is already in the public domain on the date of the applicable Work Order, neither party shall publish or otherwise disseminate such information and data to any third party without receiving written permission to do so from the source of such information or data. If disclosure of such confidential information is required by law or legal process, the party obligated to disclose such information should provide reasonable advance notice to the party that provided such information.

19. WAIVER: The failure of either Wood or CLIENT in any one or more instances to enforce one or more of the terms or conditions of this Agreement or to exercise any right or privilege in this Agreement or the waiver by Wood or CLIENT of any breach of the terms or conditions of this Agreement shall not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same shall continue and remain in force and effect as if no such failure to enforce had occurred.

20. SEVERABILITY AND HEADINGS: Every term or condition of this Agreement is severable from others. Notwithstanding any possible future finding by a duly constituted authority that a particular term or provision is invalid, void, or unenforceable, this Agreement has been made with the clear intention that the validity and enforceability of the remaining parts, terms, and provisions shall not be affected thereby. The headings used in this Agreement are for general reference only and do not have special significance.

21. GOVERNING LAWS/LANGUAGE: This Agreement shall be governed and construed in accordance with the laws of the state of the Wood office entering into this Agreement. All communications relating to or arising out of this Agreement shall be in the English language.

22. NONDISCRIMINATION AND AFFIRMATIVE ACTION: Wood agrees to comply with Executive Order 11246 and the applicable federal regulations pertaining to nondiscrimination and affirmative action, including the Equal Opportunity Clause, the Affirmative Action Clause for Handicapped Workers, and the Affirmative Action Clause for Disabled Veterans and Veterans of the Vietnam Era. Further, Wood agrees that its facilities are not segregated.

23. FIELD REPRESENTATION: The Services do not include supervision or direction of the means, methods or actual work of other consultants, contractors and subcontractors not retained by Wood. The presence of Wood's representative will not relieve any such other party from its responsibility to perform its work and services in accordance with its contractual and legal obligations and in conformity with the plans and specifications for the project. CLIENT agrees that each such other party will be solely responsible for its working conditions and safety on the site. Wood's monitoring of the procedures of any such other party is not intended to include a review of the adequacy of its safety measures. It is agreed that Wood is not responsible for safety or

security at a site, other than for Wood's employees, and that Wood does not have the contractual duty or legal right to stop the work of others.

24. AUTHORIZATION TO SIGN: The person signing this Agreement warrants that he has authority to sign as, or on behalf of, the CLIENT for whom or for whose benefit Wood's services are rendered.

25. ANTI-BRIBERY: The Parties undertake to protect the standards of business practice of the other Party at all times and to act in such a way as to uphold the good name and reputation of the other Party and not to do or attempt to do any act or thing which is intended to and/or which in fact causes any damage to or brings discredit upon the other Party and, in particular, the Parties will not:

(a) Offer or give or agree to give to any director, officer, employee or agent of the other Party or any other entity any gift or consideration of any kind as an inducement or reward for doing or for forbearing to do or for having done or forborne to do any action in relation to the obtaining or execution of any contract or for showing or forbearing to show any favor or disfavor to any person in relation to any contract.

(b) Induce or attempt to induce any officer, servant or agent of any private or public body to neither depart from his duties to his employer nor be involved with any such arrangement.

26. ENTIRE AGREEMENT: The terms and conditions set forth herein constitute the entire understanding and agreement of Wood and CLIENT with respect to the Services. All previous proposals, offers, and other communications relative to the provisions of these Services are hereby superseded. Any modification or revision of any provision set forth herein or any additional provision contained in any purchase order, acknowledgment, or other form of the CLIENT is hereby superseded and expressly objected to by Wood and shall not operate to modify this Agreement. Should CLIENT utilize its purchase order or any other form to procure services, CLIENT acknowledges and agrees that its use of such purchase order or other form is solely for administrative purposes and in no event shall Wood be bound to any terms and conditions on such purchase order or other form, regardless of reference to (e.g. on invoices) or signature upon (e.g. acknowledgement) such purchase order or other form by Wood. CLIENT shall endeavor to reference this Agreement on any purchase order or other form it may issue to procure Wood services, but CLIENT's failure to do so shall not operate to modify this Agreement.

IN WITNESS WHEREOF, CLIENT and Wood have caused this Agreement to be executed by their respective duly authorized representatives as of the date first set forth above.

CLIENT

Wood Environment & Infrastructure Solutions, Inc.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Work Order



CLIENT: Lee County Board of Commissioners
Agreement Work Order Number : ##

Project Name: Planning Support Services
Project Number: ##

This Work Order ("Work Order"), when approved and signed by both parties, is issued under and amends that certain Agreement between the parties dated _____ {Insert date} ("Agreement"). Except as expressly modified herein, all terms and conditions of the Agreement remain in full force and effect.

SCOPE OF SERVICES:

Wood shall perform the following services ("Services"):

- As set forth in the attached document entitled {Insert document description here}.
- As described as follows: {Insert description here}.

The Services are are not in support of a U.S. Government contract.

SCHEDULE:

Time to complete performance of the Services is {Insert days} days, and the date for completion is {Insert date} or {Insert other schedule}.

COMPENSATION:

The CLIENT's payment obligation under this Work Order is as follows:

- The Firm Fixed Price for the Services is {Insert amount} Dollars (\${Insert number})
- The Estimated Cost for the Services is {Insert amount} Dollars (\${Insert number}). Applicable billing rates are set forth in the document attached hereto entitled {Enter document description here} or as follows:

By their signatures below, the parties acknowledge that they shall be bound by the terms of this Work Order, including the attachments hereto, and that the undersigned are authorized to enter into this Work Order.

CLIENT: {Enter name here}

Date: _____

By: _____
(Signature)

Name: _____
(Printed Name)

Title: _____

Wood Environment & Infrastructure Solutions, Inc.:

Date: _____

By: _____
(Signature)

Name: _____
(Printed Name)

Title: _____

Exhibit "1"

continue to use a data storage system for Wood and Lee County to facilitate document organization and storage. Technical review and reporting assistance shall include the following:

- Reviewing rezoning and variance applications and providing staff reports to Planning Commission and BOC
 - Reviewing rezoning and variance applications and providing staff reports to Planning Commission and BOC
 - Providing general planning guidance and support (estimated to require 4 hours per week)
5. Applications Structure and Developer Pre-application Conferences – Wood will work with the Lee County Manager to facilitate confirmation of application completeness and information clarity and transparency. Wood understands the value of coordination meetings with developers of significant size projects prior to submittal of rezoning/variance requests or site plans and will schedule to support pre-application meetings, as mutually agreeable to Wood and Lee County, in circumstances where warranted due to zoning proposal size and complexity. Wood and the Lee County staff will coordinate if an occasion arises that the County needs on-site pre-application meeting support.
6. Public Information – The Wood POC will work with the Lee County POC to craft appropriate messaging about County planning services (e.g. the role of Wood technical support) to be posted on the County website and otherwise communicated to community stakeholders to clarify processes and procedures for engaging with the Lee County planning process.

SCHEDULE

Period of performance of the Services shall be approximately 365 days and the date for completion is estimated to be June 30, 2022. Scheduling for services provision will be determined as mutually agreeable to Lee County and Wood. The project schedule may require adjustments during the course of the effort in order to respond to changing conditions and/or direction from County staff and/or elected officials.

COMPENSATION

The firm fixed price for the above-described Services is \$51,000 (fifty one thousand dollars) based on an average of \$4,250 per month for planning services (estimated typical effort of 40 hours per month), including primarily on-call support with trips including one monthly on-site meeting or attendance at one monthly Planning Commission meeting. This budget is inclusive of normal project-related expenses for travel and reproduction. Wood assumes that Lee County will provide appropriate facilities/locations for on-site work by Wood staff at no cost to Wood.





June 24, 2022

Ms. Christi Dockery, County Manager
Lee County
102 Starksville Avenue North
Leesburg, GA 31763

Wood Environment & Infrastructure Solutions, Inc.
2677 Buford Highway
Atlanta, GA 30324
USA
T: 404-873-4761
www.woodplc.com

Ref: Master Service Agreement Task Order 1 - Planning/Zoning Services Proposal

Dear Ms. Dockery,

Wood is pleased to submit this proposal to provide planning and zoning services to support Lee County. This task proposal is in accordance with the established Master Service Agreement form. This proposal includes scope of services and associated schedules and fee estimate for planning and zoning support services.

Schedule

The proposed schedule, as indicated following the detailed task descriptions below, is a 12-month period extending from July 1, 2022 to June 30, 2023. Wood will coordinate with Lee County staff to confirm mutually agreeable schedules for each work item under this task order.

Cost Proposal Summary

Wood proposes to complete the described scope of services for this task in accordance with the Compensation sections of the task form.

- Lee County Planning and Zoning Support Services - \$51,000

We will execute the identified scope of services and advise you in advance if deviation from scope of services may have impact on our ability to execute within budget. We will not exceed the indicated budget without expressed written approval from Lee County. Project financial and payment terms shall be in accordance with the attached Master Services Agreement.

Authorization

Wood proposes to accomplish the scope of services in accordance with the attached Wood Master Service Agreement (MSA) including standard terms and conditions which are an integral part of this proposal. Documents shall be executed in accordance with the MSA format.

We appreciate your consideration of Wood for these important efforts. If you have any questions regarding this proposal, please contact us.

Sincerely,

Wood Environment & Infrastructure Solutions, Inc.

Lee Walton, AICP
Project Manager

Ron Huffman, ASLA, AICP
Senior Principal

Enclosures (2)





MEMORANDUM LEE COUNTY BOARD OF COMMISSIONERS

TO: Christi Dockery, County Manager

FROM: Brandy Hoey, Human Resources Director

SUBJECT: Compensatory Time

MEETING DATE: Tuesday, June 28, 2022

There is a federal maximum limit allowed for compensatory time for our employees and caps have been set for each department within our payroll software. This feature was not originally set up when our payroll system was implemented, which allowed some employees to go over the maximum allowed by law. We have also set up a feature in our payroll software that notifies us when comp time entered within the payroll will cause the employee to go over their max amount allowed. This notification will allow us to pay the employee overtime instead of comp time.

Going forward each Department Head and Elected Official will continue to receive the leave report for their department via email. They will now also be required to acknowledge they have received the report. The County Manager and Finance Director, along with myself will also be reviewing all departments reports each pay period as well. We have a proposed Comp Time policy we are recommending the Board of Commissioners adopt at your June 14, 2022 meeting that will allow our payroll clerk to automatically take any comp time prior to vacation annual leave.

We are also recommending that going forward, no new hires, other than Public Safety employees, receive comp time. We also recommend that all employees be paid overtime instead of accruing comp time except for those in Public Safety Departments.



LEE COUNTY

Board of Commissioners

One of Georgia's original counties ~ Established in 1825

May 16, 2022

Ms. Dockery,

I would like to recommend that the Board of Commissioners adopt the attached policies on compensatory time and social media. We currently have 8,730.54 hours of comp time on the books and no policy to govern how it is accrued, used, or paid out upon termination. We also have no written policy pertaining to social media and how it can and cannot be used throughout the course of the workday. As you know, social media has become more prevalent over the years and issues have arisen as a result.

I would like the Board's consideration to move forward with approving these two policies while we work on updating the entire personnel policy manual.

Thanks,

Heather Jones
Finance Director

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.

Chairman
Billy Mathis
District 3

Vice-Chairman
John Wheaton
District 1

Commissioner
Luke Singletary
District 2

Commissioner
District 4

Commissioner
George Walls
District 5

County Manager
Christi Dockery

County Attorney
Jimmy Skipper

102 Starkville Avenue North
Leesburg, Georgia 31763

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

www.lee.ga.us



LEE COUNTY

Board of Commissioners

One of Georgia's original counties ~ Established in 1825

COMPENSATORY TIME POLICY

PURPOSE

The purpose of this policy is to provide administrative guidance regarding the use of compensatory (comp) time as provided for local governments by The Fair Labor Standards Act (FLSA). The FLSA authorizes local governments to grant compensatory (comp) time off at a rate of 1.5 hours for each overtime hour worked in lieu of cash overtime compensation to non-exempt personnel.

POLICY

There shall be a consistent and uniform process for the use of comp time by Lee County employees.

PROCEDURE

The following restrictions are imposed by the FLSA:

1. Comp time must be provided at a premium rate equal to at least one and one-half hours for each hour of overtime compensation earned.
2. Comp time accrued and used in the same FLSA work week is used as straight time.

Example: A nonexempt employee works two hours past his/her normal schedule on the fourth day of a seven-day FLSA work week. The employee then uses the accrued comp time on the sixth day of the same FLSA work week. The time is used as straight time (two hours), since the use of the comp time took place in the same FLSA work week.

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.

Chairman
Billy Mathis
District 3

Vice-Chairman
John Wheaton
District 1

Commissioner
Luke Singletary
District 2

Commissioner
District 4

Commissioner
George Walls
District 5

County Manager
Christi Dockery

County Attorney
Jimmy Skipper

102 Starkville Avenue North
Leesburg, Georgia 31763

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

www.lee.ga.us



LEE COUNTY

Board of Commissioners

One of Georgia's original counties ~ Established in 1825

Approval

Comp time is approved at the discretion of the Elected Official/Department Director. Comp time must be provided in accordance with an agreement or understanding with employees prior to the performance of the work.

Request for Use of Compensatory Time

The employee has the right to request the use of accumulated comp time. Elected Officials/Department Heads must allow for the use of the comp time within a reasonable period of time following the employee's request to take the time off unless the operation of the government would be unduly disrupted by the employee's absence from work. The employee is entitled to receive cash compensation for unused accumulated comp time when employment is terminated.

Record Keeping

Elected Officials/Department Directors will be responsible for maintaining records for comp time accrual and usage. Comp time accruals and usages will be entered into the payroll processing system during the relevant pay periods. Detailed instructions for data entry of comp time information are available upon request from the Human Resources Department. Comp time usage should be requested and approved in the same manner as other leave (annual, sick, etc.).

Maximum Comp Time Accrual

The FLSA establishes the maximum amount of comp time that employees can accrue. The maximum accrual limit for employees engaged in work associated with public safety work is 480 hours. For employees in all other areas, the maximum accrual is 240 hours. Any hours worked over these limits must be paid in cash overtime.

Payment for Unused Comp Time

The FLSA requires the paying out of comp time at separation of employment. When compensatory time is cashed out upon separation of employment, it must be paid at the regular rate the employee is earning at the time the banked comp time is cashed out.

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.

Chairman
Billy Mathis
District 3

Vice-Chairman
John Wheaton
District 1

Commissioner
Luke Singletary
District 2

Commissioner
District 4

Commissioner
George Walls
District 5

County Manager
Christi Dockery

County Attorney
Jimmy Skipper

102 Starkville Avenue North
Leesburg, Georgia 31763

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

www.lee.ga.us



LEE COUNTY

Board of Commissioners

One of Georgia's original counties ~ Established in 1825

Requiring the Use of Comp Time before Other Leave

Elected Officials/Department Heads **shall** require employees to use accrued comp time before using accrued annual leave unless annual leave is maxed out at 500 hours. For situations involving the use of leave associated with the Family and Medical Leave Act (FMLA), requiring the use of comp time is not allowed.

Employees Transferring From One Department/Office to Another

When an employee with a comp time balance transfers from one department/office to another department/office, the department/office from which the employee is transferring may be responsible for cashing out the comp time balance and paying the employee prior to the effective date of the transfer.

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.

Chairman
Billy Mathis
District 3

Vice-Chairman
John Wheaton
District 1

Commissioner
Luke Singletary
District 2

Commissioner
District 4

Commissioner
George Walls
District 5

County Manager
Christi Dockery

County Attorney
Jimmy Skipper

102 Starksville Avenue North
Leesburg, Georgia 31763

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

www.lee.ga.us



LEE COUNTY

Board of Commissioners

One of Georgia's original counties ~ Established in 1825

SOCIAL MEDIA POLICY

Policy Statement

The purpose and intent of this policy is to establish guidelines for employees who engage in social media activity as defined herein. This policy is not intended to prohibit any employee's personal expression in general or through social media in particular; employees have the right to post complaints, express opinions and engage in civil discourse that does not unduly disrupt County business. However, because such activity can adversely affect the efficiency and effectiveness of County operations, as well as undermine public trust and confidence, a certain amount of regulation is necessary and appropriate. This policy therefore attempts to strike a reasonable balance between the employees' interest in engaging in social media activity and the County's interest in preventing unnecessary disruption to or interference with its operations and relationship to the public it serves.

Definitions

For purposes of this policy, the term "social media" is defined as the online technologies through which employees and other individuals engage in "social media activity" as defined below. In most cases, the term refers to websites or apps such as Facebook®, Twitter®, Instagram®, LinkedIn®, Google+®, YouTube®, Tumblr®, Myspace®, and Blogger®. Online social media technologies covered by this policy also include, but are not limited to, such applications as web logs/blogs, video logs/vlogs, message boards, podcasts, and wikis.

For purposes of this policy, the term "social media activity" is defined as the act of sharing information or otherwise communicating through social media, including, but not limited to, posting, uploading, reviewing, downloading, and/or forwarding of text, audio recordings, video recordings, photographs/images, symbols, or hyperlinks.

Scope of Policy

This policy applies to all employees without regard to whether their social media activity is conducted in or outside the workplace, while on or off-duty, or anonymously or through the use of pseudonyms.

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.

Chairman
Billy Mathis
District 3

Vice-Chairman
John Wheaton
District 1

Commissioner
Luke Singletary
District 2

Commissioner
District 4

Commissioner
George Walls
District 5

County Manager
Christi Dockery

County Attorney
Jimmy Skipper

102 Starkville Avenue North
Leesburg, Georgia 31763

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

www.lee.ga.us



LEE COUNTY

Board of Commissioners

One of Georgia's original counties ~ Established in 1825

Prohibitions on Social Media Activity

All employees should remain mindful that, as public servants, they are generally held to higher standards than the general public with regards to their on-duty and off-duty conduct, professionalism, and ethics. As a result, certain social media activity that may be tolerated or even acceptable in the private sector may nevertheless constitute a violation of this policy.

Each employee who engages in social media activity must take personal responsibility for ensuring that such activity is consistent with all policies of the County, including, but not limited to, those pertaining to making false or misleading statements, promoting or endorsing violence or illegal activity, promoting endorsing the abuse of alcohol or drugs, disparaging individuals or groups based on race, ethnicity, national origin, gender, sexual orientation, gender identity, religion, disability, or other characteristic protected by law, or otherwise engaging in conduct unbecoming an employee of the County, bringing discredit to the County, or interfering with or detrimental to the mission or function of the County.

Employees must refrain from engaging in any social media activity which disqualifies them from performing, or in any way reasonably calls into question their ability to objectively perform, any essential function of their jobs. Examples of such functions include, but are not limited to, testifying, making hiring or promotion decisions or recommendations, conducting performance evaluations, and determining eligibility for programs.

While any employee, at his/her discretion, may engage in social media activity with any other employee(s) consistent with the prohibitions, limitations, restrictions, and guidelines of this policy, no employee may be required or otherwise compelled to engage in such activity with another employee

Employees must not use a County email address to create or use a personal social media account.

No employee, whether for purposes of engaging in social media activity or otherwise, may disclose or otherwise reveal any privileged or confidential information of the County, any other current or former employee of the County, or any applicant for employment with the County.

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.

Chairman
Billy Mathis
District 3

Vice-Chairman
John Wheaton
District 1

Commissioner
Luke Singletary
District 2

Commissioner

District 4

Commissioner
George Walls
District 5

County Manager
Christi Dockery

County Attorney
Jimmy Skipper

102 Starkville Avenue North
Leesburg, Georgia 31763

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

www.lee.ga.us



LEE COUNTY

Board of Commissioners

One of Georgia's original counties ~ Established in 1825

Limitations and Restrictions on Social Media Activity

Except as otherwise authorized in advance by the County Manager, employees are strictly prohibited from directly or indirectly representing themselves to be speaking on behalf of the County.

Employees must keep any personal use of social media while at work to a minimum. Use of personal social media at work must not be allowed to distract from work related tasks.

The County reserves the right to require any employee to remove immediately any posted or uploaded text, audio recordings, video recordings, photographs/images, etc. (even if previously approved) from a personal account, if such posted material constitutes a violation of this policy or other County policies, or is determined to be detrimental to County operations.

Application to Other Policies

All personnel policies of the County relating to employee conduct apply equally to conduct that occurs through social media. This includes, but is not limited to, policies relating to discrimination, harassment, retaliation, workplace violence, conflicts of interest, and political activity.

Corrective Action

Employees engaging in social media activity in violation of this policy will be held accountable, and corrective action, up to and including termination of employment, may be taken in accordance with the County's disciplinary policies.

Interpretation and Application

Nothing in this policy is intended to or will be applied in a manner that violates any employee's constitutional rights, including rights to freedom of speech, expression, and association, or Federal or State rights to engage in any statutorily-protected activity. This policy is intended for internal use of the County only and should not be construed as establishing a higher duty or standard or care for purposes of any third party civil claims against the County and/or its employees. A violation of this policy by an employee provides only a basis for corrective action against such employee by the County.

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.

Chairman
Billy Mathis
District 3

Vice-Chairman
John Wheaton
District 1

Commissioner
Luke Singletary
District 2

Commissioner
District 4

Commissioner
George Walls
District 5

County Manager
Christi Dockery

County Attorney
Jimmy Skipper

102 Starkville Avenue North
Leesburg, Georgia 31763

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

www.lee.ga.us

A RESOLUTION PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL AD VALOREM TAX TO PROVIDE FUNDS FOR THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON \$15,435,000 IN AGGREGATE PRINCIPAL AMOUNT OF THE LEE COUNTY SCHOOL DISTRICT (GEORGIA) GENERAL OBLIGATION BONDS, SERIES 2022.

WHEREAS, pursuant to a resolution of the Lee County Board of Education (the “**Board of Education**”), which Resolution was duly adopted on July 27, 2020, an election was called to be held on November 3, 2020 (the “**Election**”), in all of the election districts of the Lee County School District (the “**School District**”), a political subdivision of the State of Georgia, to determine whether or not the 1% sales and use tax for educational purposes should be continued for five years commencing on October 1, 2022 (the “**2022-2027 School Tax**”) and whether or not Lee County School District (Georgia) General Obligation Bonds in the maximum amount of \$26,065,000 (the “**Approved Debt**”) should be issued; and,

WHEREAS, under and by virtue of the authority of Ga. Const. Art. VIII, § VI, ¶ IV and Ga. Code Ann. §§ 48-8-140 to 144, as amended (collectively the “**Sales Tax Act**”), and the approval of a majority of the qualified voters voting in the Election, the School District is authorized to impose the 2022-2027 School Tax and to issue the Approved Debt in the form of its LEE COUNTY SCHOOL DISTRICT (GEORGIA) GENERAL OBLIGATION BONDS, SERIES 2022 (the “**Bonds**”), in the aggregate principal amount of \$15,435,000, for the purpose of paying all or a portion of the cost of the following: acquiring, constructing, repairing, improving, renovating, adding to, extending, upgrading, furnishing, and equipping school buildings and support facilities and infrastructure in the Lee County School District useful or desirable in connection therewith, including acquiring any necessary property therefore, both real and personal, and further including, but not limited to, (1) modernizing, renovating, improving, and adding to Lee County Primary School, including site improvements and adding a drive through canopy; (2) modernizing, renovating, improving, and adding Lee County High School, including constructing a new gymnasium, modification of the band practice field to create a parking lot, roadway modifications, construction of new parking lots, storm drainage modifications, adding visitor dressing facility, enhancing the baseball facilities, including an entrance plaza, adding a batting facility for the softball team, adding concessions and toilet facilities for the football stadium, improving the football stadium bleachers, and adding a kitchen loading dock; (3) adding a bus loop or drive at the Lee County High School 9th Grade Campus; (4) adding an awning for Twin Oaks Elementary School; (5) making additions to, renovating, modifying, improving, equipping, furnishing, and/or modernizing existing schools, support facilities, and/or athletic facilities; (6) acquiring technology, safety cameras, security, and/or fire protection equipment; (7) acquiring band instruments; (8) purchasing and/or refurbishing acquiring buses, vehicles, and/or transportation equipment; and (9) retiring previously incurred indebtedness for capital outlay projects (collectively, the “**Projects**”); and/or (10) paying capitalized interest and/or costs of issuing the Bonds; and,

WHEREAS, the principal of and interest on the Bonds shall be payable first from the proceeds derived from the 2022-2027 School Tax and, if the proceeds derived from the

imposition of the said tax are not sufficient to pay the principal of and interest on the Bonds when due, then such unpaid amount shall be payable from a direct annual ad valorem tax, unlimited as to rate or amount, on all property within the School District subject to taxation for bond purposes; and,

WHEREAS, the Board of Education has determined that it is necessary that there be levied an annual ad valorem tax upon all property subject to taxation for school bond purposes within the territorial limits of the School District sufficient in an amount, together with the proceeds of the 2022-2027 School Tax actually collected, to pay the total amount of principal and interest on the Bonds at their respective maturities; and

WHEREAS, the Board of Education has recommended, in a resolution duly adopted by the Board of Education and delivered to the Lee County Board of Commissioners (the "**Commission**"), that the Commission, as required by Georgia law, levy an annual ad valorem tax upon all property within the territorial limits of the School District subject to taxation for school bond purposes, at such rate as will raise, together with the proceeds of the 2022-2027 School Tax actually collected, up to the total principal of and interest on the Bonds as set forth in Exhibit A hereto; and

WHEREAS, it is necessary at this time that an ad valorem tax be levied as required by Ga. Const. Art. IX, § V, ¶ VI for the purpose of paying the annual amount of principal of and interest on the Bonds, which tax shall be levied in the preceding year.

NOW, THEREFORE, AT THE REQUEST OF THE LEE COUNTY SCHOOL DISTRICT AND AS APPROVED BY THE VOTERS OF THE SCHOOL DISTRICT IN A REFERENDUM HELD ON NOVEMBER 3, 2020, BE IT RESOLVED by the Lee County Board of Commissioners, and it is hereby resolved by authority of the same, that there shall be and is hereby levied a direct annual ad valorem tax for the years 2022 through 2033, without limitation as to rate or amount, upon all property subject to taxation for school bond purposes within the territorial limits of the School District, being all of Lee County, Georgia, sufficient to provide moneys, together with the proceeds of the 2022-2027 School Tax actually collected, required to pay the principal of and interest on the Bonds, as more fully set forth in Exhibit A attached hereto and incorporated herein by this reference; provided, however, that debt service on the Bonds shall first be paid from the proceeds of the 2022-2027 School Tax and such direct annual tax shall be collected only if, and to the extent that, the proceeds of the 2022-2027 School Tax are insufficient to pay debt service on the Bonds. The sums hereby levied are hereby irrevocably pledged and appropriated to the payment of the principal of and interest on the Bonds as the same become due and payable. The amount to be levied for each year is the amount to be specified by the Board of Education to pay principal and interest coming due in the following year to the extent that sufficient funds are not available from the proceeds of the 2022-2027 School Tax. These sums shall be collected by the Lee County Board of Commissioners, in each of the years levied, and shall be paid into the Series 2022 Bonds Debt Service Account, and shall be applied to the payment of the principal of and interest on the Bonds as the same become due and payable. Provisions to meet the requirements of this resolution shall be made annually hereafter.

BE IT FURTHER RESOLVED by the authority aforesaid that the Lee County Board of Commissioners, as levying authority, together with the Board of Education, as recommending authority, shall comply with the provisions of Ga. Code Ann. § 48-5-32, and all other statutory requirements as may exist from time to time relating to the publication of any reports or notices required prior to establishing millage rates each year for educational purposes, and shall take such other actions as may be required for the assessment and collection of taxes to provide funds in the years and amounts set forth in this resolution, to the extent the proceeds of the 2022-2027 School Tax received by the School District are not sufficient for that purpose. The Lee County Board of Commissioners and the Board of Education shall cause a report to be published in a newspaper of general circulation throughout Lee County at least two weeks prior to the establishment of the millage rates for ad valorem taxes for educational purposes during the current calendar year, in accordance with Ga. Code Ann. § 48-5-32.

BE IT FURTHER RESOLVED by the authority aforesaid that this resolution is adopted in order to assure compliance with Ga. Const. Art. IX, § V, ¶ VI. The Commission will take no action to establish a millage levy for the payment of any portion of the principal of and interest on the Bonds from ad valorem taxes until the Board of Education certifies to it any millage required for such purposes.

BE IT FURTHER RESOLVED by the authority aforesaid that all orders and resolutions in conflict with this resolution this day passed, if any, be and the same are hereby repealed.

PASSED, ADOPTED, SIGNED, APPROVED, AND EFFECTIVE at Leesburg, Georgia, on the 28th day of June, 2022.

**LEE COUNTY
BOARD OF COMMISSIONERS**

[SEAL]

By: _____
Chairman

Attest:

Clerk
Lee County Board of Commissioners

EXHIBIT A

\$15,435,000

Lee County School District (Georgia)

General Obligation Bonds

Series 2022

DEBT SERVICE SCHEDULE

[Attached]

\$15,435,000.00

Lee County School District (GA)

General Obligation Bonds, Series 2022

Final Numbers as of 6/21/22, Aa1 (State Intercept), Aa3 (Underlying)

Debt Service Schedule

Date	Principal	Coupon	Yield	Interest	Semi-Annual Total P+I	Annual Total P+I
08/01/2022	-	-	-	-	-	-
02/01/2023	-	-	-	410,799.72	410,799.72	410,799.72
08/01/2023	-	-	-	375,350.00	375,350.00	-
02/01/2024	2,105,000.00	4.000%	2.030%	375,350.00	2,480,350.00	2,855,700.00
08/01/2024	-	-	-	333,250.00	333,250.00	-
02/01/2025	2,590,000.00	5.000%	2.270%	333,250.00	2,923,250.00	3,256,500.00
08/01/2025	-	-	-	268,500.00	268,500.00	-
02/01/2026	2,635,000.00	5.000%	2.460%	268,500.00	2,903,500.00	3,172,000.00
08/01/2026	-	-	-	202,625.00	202,625.00	-
02/01/2027	2,685,000.00	5.000%	2.540%	202,625.00	2,887,625.00	3,090,250.00
08/01/2027	-	-	-	135,500.00	135,500.00	-
02/01/2028	2,735,000.00	5.000%	2.690%	135,500.00	2,870,500.00	3,006,000.00
08/01/2028	-	-	-	67,125.00	67,125.00	-
02/01/2029	1,310,000.00	5.000%	2.840%	67,125.00	1,377,125.00	1,444,250.00
08/01/2029	-	-	-	34,375.00	34,375.00	-
02/01/2030	1,375,000.00	5.000%	2.960%	34,375.00	1,409,375.00	1,443,750.00
Total	\$15,435,000.00	-	-	\$3,244,249.72	\$18,679,249.72	\$18,679,249.72

Yield Statistics

Average Life	4.246 Years
Average Coupon	4.9503039%
DV01	6.099.65

True Interest Cost (TIC)	2.9024635%
Bond Yield for Arbitrage Purposes	2.5951401%
All Inclusive Cost (AIC)	3.1717009%

IRS Form 8038

Net Interest Cost	2.6249169%
Weighted Average Maturity	4.287 Years

STATE OF GEORGIA,
LEE COUNTY

SECRETARY'S CERTIFICATE

The undersigned, Clerk of the Lee County Board of Commissioners (the "**Board**"), DOES HEREBY certify that the foregoing pages of typewritten matter constitute a true and correct copy of a resolution adopted by the members of the Board, in a meeting duly assembled and open to the public at which a quorum was present, on the 28th day of June, 2022, the original of which has been duly recorded in the Minute Book of the Board, which is in my custody and control.

GIVEN this the 28th day of June, 2022.

[SEAL]

Clerk

LEE COUNTY FIBER FAST INTERNET IS COMING SOON!

Enjoy a fast, more reliable connection with Kinetic Fiber internet.

- MORE BANDWIDTH FOR TODAY'S CONNECTED HOME
- SMOOTHER STREAMING
- FAST UPLOADS AND DOWNLOADS
- MORE SPEED AND RELIABILITY

Contact us today to pre-register for fiber and see if you qualify for an upgrade at no additional cost.

Scan QR Code to Pre-Register or call 229-985-8000



The Fiber Difference

- Fiber technology uses fiber-optic cables made of glass to transport data using light signals. **FIBER IS FAST.**
- Kinetic Fiber internet delivers speeds up to **ONE GIG WHICH EQUATES TO 1,000 MBPS.**
- **FIBER IS MORE RELIABLE.** Fiber lines are less susceptible to damage and outside interferences including weather, moisture, fire and other electronic or radio signals.
- Fiber delivers equally fast upload and download speeds which **HELPS ELIMINATE BUFFERING AND LAG TIME.**



**BEST RURAL
FIBER INTERNET
PROVIDER**
(NET OCTOBER 2021)