



BOARD OF COUNTY COMMISSIONERS

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

TUESDAY, MARCH 28, 2023 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
Luke Singletary, Vice-Chairman	District 2
Dennis Roland, Commissioner	District 1
Chris Guarnieri, Commissioner	District 4
George Walls, Commissioner	District 5

COUNTY STAFF

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

- | | <u>PAGE</u> |
|--|-------------|
| 1. <u>INVOCATION</u>
Pastor Lee Smith, First United Methodist Church of Leesburg, to lead the invocation. | |
| 2. <u>PLEDGE OF ALLEGIANCE</u> | |
| 3. <u>CALL TO ORDER</u> | |
| 4. <u>APPROVAL OF MINUTES</u>
(A) Consideration to approve the minutes for the Board of Commissioners meeting for March 14, 2023. | A - D |
| 5. <u>CONSENT AGENDA</u>
NONE | |
| 6. <u>NEW BUSINESS</u>
(A) Recognition of employees' years of service. | 1 |
| 7. <u>PUBLIC HEARING</u>
NONE | |
| 8. <u>DEPARTMENTAL MATTERS</u>
<u>Fire & EMS</u>
(A) Consideration to ratify a quote from Reliant Specialties for the ambulance remount. | 2 - 7 |
| <u>Planning, Zoning & Engineering</u>
(B) Consideration to approve an application from Langford & Associates, Inc. (Z23-002) requesting a conditional use to subdivide a portion of the existing 2000+/-acre parcel into two lots to create the proposed Lot 1, which is 6.201 acres with primary use being an existing residential dwelling. The property owner is Stuart Franklin and the Parcel Number is 042 004. The lot is a total of 6.201 acres and is currently zoned AG-1, being part of Land Lot 3 of the 14th Land District, Lee County, Georgia. Planning Department staff and the Planning Commission recommend approval. Public Hearing held March 14, 2023 | 8 - 15 |

- (C) Consideration to approve an ordinance to amend **Chapter 70, Article V, Section 70-162 (T23-001)** of the **Lee County Code of Ordinances** with respect to permitted uses that may be located in an R-1 Single-Family Residential District; to provide authority for the construction of accessory structures located in an R-1 Single-Family Residential District where the accessory structure is located or to be located upon a vacant lot adjacent to a lot which has constructed on it a single-family residence and the single-family residence is owned by the owner of the adjacent lot where the accessory structure is to be located; to provide for acreage limitations; to provide for additional restrictions; to provide for repeal of conflicting ordinances; to provide for an effective date; and for other purposes. **Planning Department staff and the Planning Commission recommend approval. Public Hearing held March 14, 2023**

16 - 17

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

- (A) Consideration to appoint **one (1) member** to the **Community Foundation Board of Trustees** for a term of two (2) years. Current term expires 03/25/2023. New term expires 03/25/2025. Letter of interest in reappointment received from Judy Powell.
- (B) **Probate Court** – Consideration to approve a five (5) year Correctional Services Agreement between the Southwestern Judicial Circuit Misdemeanor Probation Department and the Probate Court of Lee County, Georgia.

18 - 20

21 - 39

10. **COUNTY MANAGER'S MATTERS**

- (A) Updates on County projects.
- (B) Consideration to partner with TargetCare for the Lee County Wellness program.

40 - 45

46 - 59

11. **COMMISSIONER'S MATTERS**

- (A) Discussion of the 100 acre property.
- (B) Discussion of security in County buildings. *HANDOUT*

60 - 64

12. **UNFINISHED BUSINESS**

NONE

13. **COUNTY ATTORNEY'S MATTERS**

NONE

14. **EXECUTIVE SESSION**

NONE

15. **PUBLIC FORUM**

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

16. **ANNOUNCEMENTS**

- (A) This year's **Annual Great American Cleanup**, Amnesty Day at the Landfill, and Prescription Drug Take Back event will be held **Saturday, April 1, 2022** beginning at 9:00am and ending at 4:00pm.
- (B) The offices of the Lee County Board of Commissioners will be **closed Friday, April 7, 2023** in recognition of **Good Friday**.
- (C) The next regularly scheduled County Commission Meeting is **Tuesday, April 11, 2023 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, MARCH 14, 2023 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
Luke Singletary, Vice-Chairman	District 2
Dennis Roland, Commissioner	District 1
Chris Guarnieri, Commissioner	District 4
George Walls, Commissioner	District 5

COUNTY STAFF

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

The Lee County Board of Commissioners met in a work session on Tuesday, March 14, 2023. 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, Commissioner Dennis Roland, Commissioner Chris Guarnieri, and Commissioner George Walls. Staff in attendance was County Manager Christi Dockery, County Attorney Jimmy Skipper, and County Clerk Kaitlyn Good. Vice-Chairman Luke Singletary was absent. The meeting was also streamed on Facebook Live. Chairman Mathis called the meeting to order at 6:02pm.

INVOCATION

Pastor Shane Mullins, Move Christian 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 February 28, 2023.**
Commissioner Roland made the **MOTION** to approve the Board of Commissioners meeting minutes for February 28, 2023. Commissioner Walls seconded the **MOTION**. The **MOTION** was unanimous with Commissioner Guarnieri voting yea.

CONSENT AGENDA

NONE

NEW BUSINESS

- (A) **Jennifer Stephens, Community Supports Day Coordinator for ASPIRE, to address the Board regarding Intellectual/ Developmental Disabilities Month.**

Ms. Stephens, along with Caroline Chandler, Division Director, discussed the theme for this year, "I can do it too!" by stating that they wish to spread the message that individuals with intellectual and developmental disabilities can do whatever anyone else can do and their mission at ASPIRE is to support them in any way possible, including striving for employment and volunteer opportunities.

Consideration to adopt a Proclamation declaring March 2023 as Intellectual/ Developmental Disabilities Month, on behalf of ASPIRE Behavioral Health and Developmental Disabilities.

Commissioner Roland made the **MOTION** to adopt a Proclamation declaring March 2023 as Intellectual/

Developmental Disabilities Month, on behalf of ASPIRE Behavioral Health and Developmental Disabilities. Commissioner Guarnieri seconded the **MOTION**. The **MOTION** was unanimous with Commissioner Walls voting yea.

PUBLIC HEARING

- (A) **Langford & Associates, Inc. (Z23-002) has submitted an application to the Lee County Planning Commission requesting a conditional use to allow for construction of a residential dwelling. The property owner is Stuart Franklin and the Parcel Number is 042 004. The lot is a total of 6.201 acres and is currently zoned AG-1, being part of Land Lot 3 of the 14th Land District, Lee County, Georgia. Planning Department staff and the Planning Commission recommend approval.**
Chairman Mathis opened the Public Hearing.

Commissioner Roland commented that he believes there to be a home on the subject property. Chairman Mathis asked staff to verify.

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

- (B) **An ordinance to amend Chapter 70, Article V, Section 70-162 (T23-001) of the Lee County Code of Ordinances with respect to permitted uses that may be located in an R-1 Single-Family Residential District; to provide authority for the construction of accessory structures located in an R-1 Single-Family Residential District where the accessory structure is located or to be located upon a vacant lot adjacent to a lot which has constructed on it a single-family residence and the single-family residence is owned by the owner of the adjacent lot where the accessory structure is to be located; to provide for acreage limitations; to provide for additional restrictions; to provide for repeal of conflicting ordinances; to provide for an effective date; and for other purposes. Planning Department staff and the Planning Commission recommend approval.**
Chairman Mathis opened the Public Hearing.

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

DEPARTMENTAL MATTERS

Planning, Zoning & Engineering

- (A) **Consideration to adopt a resolution granting final approval of Brittany Lakes Subdivision Phase 2.**
Commissioner Roland made the **MOTION** to adopt a resolution granting final approval of Brittany Lakes Subdivision Phase 2 pending Attorney Skipper's approval and submittal of updated legal work. Commissioner Guarnieri seconded the **MOTION**. The **MOTION** was unanimous with Commissioner Walls voting yea.
- (B) **Consideration to adopt a resolution granting final approval of Buck Run Subdivision Phase 5.**
Commissioner Roland made the **MOTION** to adopt a resolution granting final approval of Buck Run Subdivision Phase 5 pending Attorney Skipper's approval and submittal of updated legal work. Commissioner Guarnieri seconded the **MOTION**. The **MOTION** was unanimous with Commissioner Walls voting yea.
- (C) **Consideration to adopt a resolution granting final approval of Live Oak Subdivision Phase 3B.**
Commissioner Roland made the **MOTION** to adopt a resolution granting final approval of Live Oak Subdivision Phase 3B pending Attorney Skipper's approval and ditch regrading. Commissioner Guarnieri seconded the **MOTION**. The **MOTION** was unanimous with Commissioner Walls voting yea.

CONSTITUTIONAL OFFICERS & GOVERNMENTAL BOARDS/AUTHORITIES

- (A) **Consideration to appoint three (3) members to the Community Foundation Board of Trustees for a term of two (2) years. Current term expires 03/25/2023. New term expires 03/25/2025. Letters of interest in reappointment received from Sherry Askey and Elaine Ruckel.**
Commissioner Roland made the **MOTION** to reappoint Sherry Askey and Elaine Ruckel to the Community Foundation Board of Trustees for a term of two (2) years, expiring 03/25/2025. Commissioner Guarnieri

seconded the **MOTION**. The **MOTION** was unanimous with Commissioner Walls voting yea.

COUNTY MANAGER'S MATTERS

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

County Manager Christi Dockery discussed ongoing projects in the County: (1) Georgia Department of Transportation has notified the County that they will be evaluating the intersection of Cedric/ Haley, Old Leesburg Roads for safety solutions; (2) the Gym project is proceeding and is close to completion (Chairman Mathis requested a tour prior to next meeting); and (3) LMIG 2023 is ongoing with Reeves awaiting permits from the railroad for Lumpkin Road West and Cedric Street.

(B) **Consideration to adopt a Text Amendment for Chapter 38, Article VII, Division 3, adding Section 28-299.1 relating to post-development stormwater management and runoff reduction. First Reading held February 28, 2023**

Commissioner Roland made the **MOTION** to adopt a Text Amendment for Chapter 38, Article VII, Division 3, adding Section 28-299.1 relating to post-development stormwater management and runoff reduction. Commissioner Guarnieri seconded the **MOTION**. The **MOTION** was unanimous with Commissioner Walls voting yea.

COMMISSIONER'S MATTERS

NONE

UNFINISHED BUSINESS

NONE

COUNTY ATTORNEY'S MATTERS

(A) **Consideration to approve a Preliminary Engagement Letter between the Hospital Authority and Stifel regarding the \$30M revenue bond issue contemplated by the Hospital Authority in connection with the LCMC project.**

Commissioner Guarnieri made the **MOTION** to approve a Preliminary Engagement Letter between the Hospital Authority and Stifel regarding the \$30M revenue bond issue contemplated by the Hospital Authority in connection with the LCMC project. Commissioner Walls seconded the **MOTION**. The **MOTION** passed 3-1 with Chairman Mathis voting yea and Commissioner Roland voting nay.

(B) **Consideration to waive the potential conflicts of interest with respect to County Attorney Skipper's involvement with Lee County Hospital project.**

Chairman Mathis began the discussion by stating that County Attorney Skipper is the attorney for the Lee County Board of Commissioners, the Development Authority, and the Hospital Authority. This could become a potential conflict of interest, and in the event one of the entities does not agree one of entities may acquire outside counsel.

Commissioner Guarnieri made the **MOTION** to waive the potential conflicts of interest with County Attorney Skipper. Commissioner Roland seconded the **MOTION**. The **MOTION** was unanimous with Commissioner Walls voting yea.

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 – State of Old Leslie Road

ANNOUNCEMENTS

- (A) The next regularly scheduled County Commission Meeting is **Tuesday, March 28, 2023 at 6:00pm.**
- (B) The Under the Oaks Art Fest will be held Thursday, March 16, 2023 from 5:00 to 7:00pm at the Lee County Chamber of Commerce.

ADJOURNMENT

The meeting adjourned at 6:20PM.

Facebook video link: <https://www.facebook.com/leecountyga/videos/727152915617761/>

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The meeting rooms and buildings are handicap accessible.



**MEMORANDUM
LEE COUNTY BOARD
OF COMMISSIONERS**

TO: Honorable Board of County Commissioners
SUBJECT: Employee Years of Service Recognition
MEETING DATE: Tuesday, March 28, 2023

Please recognize the following employees for their many years of service to Lee County:

- 5 years – Peyton Wade – Firefighter/Paramedic
- 10 years – Tracy Smith – Administrative Assistant, Parks & Recreation
- 15 years – James Burgess – 2nd Lieutenant – Sheriff's Office
- 15 years – Michelle Watson – Administrative Assistant, Utilities Authority



MEMORANDUM LEE COUNTY BOARD OF COMMISSIONERS

TO: Honorable Board of County Commissioners

SUBJECT: Ambulance Remount

MEETING DATE: Tuesday, March 28, 2022

MOTION/RECOMMENDATION

Motion to ratify a quote from Reliant Specialties for the ambulance remount for a total cost of \$73,704.75.

BACKGROUND

In December 2022, one of Lee County's ambulances was involved in motor vehicle accident that totaled the chassis. In January 2023, after appraisal and research on comparable chassis, the County received a check in the amount of \$36,401.25 from the ACCG Insurance program.

In March 2023, with the consent of the Board and Fire and EMS personnel, County Manager Christi Dockery authorized the Purchase Order for the purchase of the remount 2023 Dodge Ram 3500 2WD Regular Cab Chassis to replace the one (M2) that was totaled from Reliant Specialties at a cost of \$115,106.00. **With the reimbursement from insurance (\$36,401.25), and a \$5,000.00 reduction as authorized by President Donald Evans of Reliant Specialties, the total remaining cost will be \$73,704.75, to come from SPLOST funds.** Please note, our insurance agent is also following up on possible additional reimbursements as well.

Additionally, in December 2022, the Board unanimously voted to approve the purchase two (2) ambulance chassis using funds to be received from insurance and SPLOST funds. These two new chassis would be the totaled unit, M2 and the oldest unit, M8. At this time, staff recommends getting the first remount for the totaled ambulance (M2) and then see what the cost will be on the second one (M8) and make a decision at that time.

ATTACHMENTS

Memo from Fire Chief David Forrester
Quote from Reliant Specialties
Letter from ACCG Regarding the Totaled Ambulance
SPLOST Cash Flow as of February 28, 2023



Lee County Fire and Emergency Services

342 Leslie Hwy

Leesburg Ga, 31763

229-759-6090

March 6, 2023

Christi Dockery

County Manager

Christi,

Ambulance Fleet

M-1 2020 Ram 3500 Mileage 50,857

M-2 Wrecked

M-3 2019 Ram 3500 Mileage 56,133

M-4 2019 Ram 3500 Mileage 41,953

M-5 2019 Ram 3500 Mileage 50,204

M-6 2015 Chevy 3500 Mileage 92,005

M-7 2015 Chevy 3500 Mileage 107,779

M-8 2009 Ford 350 Mileage 148,450

My recommendation is to have M-2 the wrecked unit replaced with a remount as quoted by Reliant Emergency Specialties.

Respectfully,

David Forrester

Lee County Fire/EMS Unit M2- Remount Quote

Customer / Agency: **LEE COUNTY EMS/FIRE** Date Written: **12-22-2022 / REVISED - (Chassis Price Increase) 3-13-2023**
Customer Address: **PO BOX 889 - ALBANY, GA**
Customer Contact: **Chief Forrester**
NEW Chassis: **2023 DODGE RAM 3500HD - TYPE I DRW**
Old Chassis & Modular: **Unit M2 - Collision Repair Remount**
Salesman/Organization: **Jerome Meadows Cell: 404-583-0843 / Ronney Dooley Cell: 770-853-4924**

Dodge Chassis Options:

2023 DODGE RAM 3500 2WD REG CAB CHASSIS - 84" CA - 144" WB - (\$63,852.00) Changed from 2022 Chassis to 2023 \$10,992.00 Increase.
FILL UNIT FULL OF FUEL FOR DELIVERY.

DISMOUNT / MOUNTDOWN / METAL WORK / WELDING:

NEW OUTRIGGER MOUNTS BOLTED TO CHASSIS FRAMERAIL, NEW RUBBER ISOLATOR MOUNTING PUCKS AND GRADE 8 MOUNTING BOLTS INSTALLED PER QVM GUIDELINES, **TORQUED AT 40-60 ft lbs.**

↓↓↓ CHASSIS REAR PASSTHROUGH WINDOW ↓↓↓

INSTALL PAINTED ALUMINUM PASSTHROUGH WINDOW BLANK AND WIND DEFLECTOR ABOVE IT IF THE NEW TYPE I CHASSIS DOES NOT HAVE A REAR SLIDER WINDOW ALREADY IN PLACE.

↓↓↓ TYPE I or III CHANGE/MOUNTDOWN OPTIONS ↓↓↓

NO TYPE CHANGE - RE-MOUNT BOX BACK ONTO TYPE I OR TYPE III CHASSIS AS REMOVED FROM - PER QVM GUIDELINES

↓↓↓ SIDE & REAR ENTRY, COMPARTMENT, STEP WELL, LINERS ↓↓↓

POLISH SIDE ENTRY DOOR DIAMOND PLATE STEP WELL AREA

↓↓↓ CORNER STONE GUARDS & FRONT RISER PLATES ↓↓↓

DIAMOND PLATE CORNER STONE/ROCK GUARDS - REPLACE 1 POLISH 3

NEW DIAMOND PLATE FRONT RISER PLATES (2) - 1 ON EACH SIDE FRONT OF MODULE

↓↓↓ FRAME COVER, STEP COVER, WHEEL WELL DIAMOND PLATE ↓↓↓

POLISH DIAMOND PLATE INSTALLED OVER/AROUND WHEEL WELLS (2)

↓↓↓ LOWER RUB RAILS ↓↓↓

REINSTALL LOWER RUB RAILS (4) - REPLACE DRIVER SIDE FRONT RUBBER SECTION.

↓↓↓ REAR RISER KICKPLATE ↓↓↓

POLISH DIAMOND PLATE REAR RISER KICKPLATE AND REINSTALL.

↓↓↓ REAR BUMPER ↓↓↓

POLISH WHEELED COACH DIAMOND PLATE REAR FLIP UP STEP BUMPER - REINSTALL

↓↓↓ DRIP RAILS ↓↓↓

NEW EXTERIOR DRIP RAILS - ALL

↓↓↓ FUEL & DEF FILL ↓↓↓

REINSTALL CAST FUEL FILL GUARD ASSEMBLY WITH DOOR.

↓↓↓ LICENSE/TAG PLATE ↓↓↓

POLISH AND REINSTALL CAST LICENSE PLATE/TAG ASSEMBLY

↓↓↓ FENDERETTES ↓↓↓

POLISH AND REINSTALL EXISTING FENDERETTES - HAS SLIGHT DAMAGE POLISH OUT.

↓↓↓ WHEEL LINER SIMULATORS ↓↓↓

INSTALL NEW PHOENIX STAINLESS STEEL WHEEL LINERS, NO VALVE STEM EXTENSIONS.

CHASSIS MODIFICATIONS

↓↓↓ CAB SEAL, ACCORDIAN RUBBER PASSTHROUGH, VINYL CAB FLOOR ↓↓↓

TYPE I RUBBER ACCORDIAN BOOT BELLOWS SEAL BETWEEN CAB AND MODULE.

INSTALL NEW DRW MUD FLAPS.

APPLY UNDERCOATING IN BOTH WHEEL WELLS AND UNDERNEATH UNIT AS DETERMINED BY QVM GUIDELINES, **NO UNDERCOATING WITHIN 12" OF ANY EXHAUST COMPONENT. NO UNDERCOATING ON ANY FUEL TANK, FILL TUBE, VENT LINE OR SHOCK ABSORBERS.**

↓↓↓ GRILLE GUARDS, NERF BARS, BUG SHIELDS, VENT SHADES ↓↓↓

GRILLE GUARD, RANCH HAND - Black, Full Front

NERF BARS (Black) to Fit STANDARD TYPE I TRUCK CAB

COMPARTMENT DOORS & WINDOWS

↓↓↓ DOOR WEATHERSTRIP RUBBER SEAL, DRI DECK ↓↓↓

NEW WEATHERSTRIP DOOR RUBBER SEAL.

↓↓↓ EXTERIOR STAINLESS DOOR HINGE ↓↓↓

POLISH ALL EXTERIOR STAINLESS STEEL DOOR HINGE.

↓↓↓ ENTRY & COMPARTMENT DOOR HANDLES ↓↓↓

EXTERIOR ENTRY & COMPARTMENT DOOR LOCK & LATCH SERVICE/REPAIRS

↓↓↓ DOOR HOLD OPENS, CAST LOOP, SPRING CHECK, SHOCK, ROTARY LATCHES, RODS ↓↓↓

POLISH AND REINSTALL CAST LOOP REAR ENTRY DOOR GRABBER HOLD OPENS.

PAINT, STRIPING, BODY WORK:

REPAIR DAMAGE TO FRONT OF MODULE BOX.

STRIP THE PATIENT MODULE BOX OF ALL STRIPING, LETTERING & GRAPHICS ONLY.

↓↓↓ PAINT OPTIONS ↓↓↓

PAINT UNIT IN (Single Stage) Lee County Red.

↓↓↓ CHASSIS COLOR CHANGE FROM WHITE - ADD IF MODULE IS COLOR CHANGED ↓↓↓

TOTAL COLOR CHANGE NEW CHASSIS FROM WHITE TO RED.

↓↓↓ WET SAND & BUFF ↓↓↓

WET SAND & BUFF UNIT - (Single Stage)

↓↓↓ RE-PAINT EXTERIOR COMPARTMENTS, ZOLATONE, LINE X ↓↓↓

RAPTOR SPRAY INSIDE ALL EXTERIOR COMPARTMENTS IN LIGHT GRAY.

CHEVRONS, DECALS & GRAPHICS:

↓↓↓ CHEVRONS ↓↓↓

CHEVRONS REAR PRISMATIC - (Full Rear Coverage)

↓↓↓ DECAL GRAPHICS PACKAGES ↓↓↓

3M REFLECTIVE LETTERING - DELUXE GRAPHICS

↓↓↓ STAR OF LIFE DECALS / GRAPHICS ↓↓↓

INSTALL "SOL" AMBULANCE & STAR OF LIFE SOL DECAL GRAPHICS SET.
NO SMOKING & FASTEN SEATBELT DECALS.

↓↓↓ REFLECTIVE STRIPING & WIDE PINSTRIPING ↓↓↓

REFLECTIVE STRIPE 8" WIDE, ALONG BOTH SIDES AND REAR

ELECTRICAL, Switch Panels, Power Panel, Door Switches, Clearance/ICC Lights, Clock, Camera Systems, Etc.:

↓↓↓ STANDARD FRONT, REAR SWITCH PANELS, COMPONENT UPGRADES ↓↓↓

REINSTALL EXISTING FRONT SWITCH PANEL.

REINSTALL EXISTING REAR SWITCH PANEL.

↓↓↓ ICC, CLEARANCE, DOT MARKER LIGHTS ↓↓↓

NEW LED ICC CLEARANCE LIGHTS

NEW ICC CLEARANCE LIGHT CHROME BEZELS

NEW REAR LED SIDE MARKER LIGHTS ON MODULE OR BUMPER TIPS (2)

↓↓↓ LED LIGHTING: ACTION AREA, STEPWELL, LICENSE TAG PLATE ↓↓↓

NEW LED LICENSE PLATE TAG LIGHT (3)

↓↓↓ REFLECTORS, CLOCK, POWER EXHAUST VENT ↓↓↓

NEW 3" ROUND RED REFLECTORS - (3) - (1 on each Entry Door)

↓↓↓ BACKUP ALARM & CAMERA SYSTEMS ↓↓↓

INSTALL NEW 97 DECIBILE BACKUP ALARM.

WARNING, Grill, Intersector, Brake, Scene, Wig Wag & Flashers:

↓↓↓ WARNING, GRILL, & INTERSECTOR LIGHTS ↓↓↓

DUPLICATE EXISTING FLASH PATTERN ON EMERGENCY LIGHTS.

NEW FEDERAL LED GRILL LIGHTS W/ FLANGE - Red with Clear Lens - (ea.)

NEW FEDERAL LED FRONT INTERSECTION LIGHT W/ FLANGE. (ea.)

INVERTERS, BATTERY CHARGERS, SHORELINES, BLOCK HEATER, 12V & 110V OPTIONS:

PROVIDE MATCHING SHORELINE PLUG, SHIP LOOSE AT DELIVERY.

SIRENS, SPEAKERS & AIRHORNS:

↓↓↓ SIREN SPEAKERS ↓↓↓

NEW (2) 100 Watt SIREN SPEAKERS MOUNTED ONTO THE REAR OF RANCHAND.

NEW FEDERAL 200 WATT RUMBLER SIREN AMPLIFIER WITH 2 SPEAKERS AND MOUNT

CABINTRY, PLEXIGLASS & CONSOLES:

↓↓↓ CONSOLES ↓↓↓

NEW TYPE I ALUMINUM CAB FLOOR CONSOLE - BLACK RAPTOR COATING.

OXYGEN, O2 MOUNTS AND SUCTION:

↓↓↓ O2 OXYGEN HOSE ↓↓↓

PERFORM 4 HOUR PRESSURIZED NITROGEN LEAK TEST OF THE O2 SYSTEM & RE-CERTIFY/TAG SYSTEM.

HEAT/AC, FRIDGE, COOLERS, IV WARMERS, HEATERS:

↓↓↓ HOSELINE A/C - HEAT SYSTEMS / CONDENSORS ↓↓↓

REFURBISH EXISTING A/C - HEAT SYSTEM. INSTALL ALL NEW HEATER & A/C HOSES, FITTINGS.

NEW HOSELINE DUAL FAN BOTTOM MOUNT CONDENSOR WITH PROTECTIVE GUARD.

RADIOS / COMPUTER EQUIPMENT/ MISC. / OTHER:

↓↓↓ EMS RADIOS, ANTENNAS, PREWIRE ↓↓↓

TRANSFER EXISTING EMS RADIO SYSTEM & ANTENNAS TO NEW UNIT.

Total Vehicle Build Price to Customer:

\$115,106.00



January 4, 2023

Kaitlyn Good
Lee County
102 Starksville Ave. North
Leesburg, GA 31763

RE: Claim No.:
Insured: ACCG-IRMA
Participant: Lee County
Claimant: Lee County
Date/Loss 12/19/2022

Dear Kaitlyn,

Enclosed with this letter please find a check in the amount of \$36,401.25 which is for the Actual Cash Value of the totaled ambulance less the County's deductible of \$2500.00.

Should you have any questions please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Jeff Phillips".

Jeff Phillips, AIC, CWCP
Senior Claims Examiner
P:
F: (470) 745-6059
Email: jphillips@accg.org

ACCG Claims Administration Services
191 Peachtree Street NE, Suite 700
Atlanta, GA 30303
p: (877) 421-6298 f: (888)221-4079

Protecting Georgia's Counties.

SPLOST Cash Flow
as of February 28, 2023

Bank Balance as of February 28, 2023	7,966,607.06
Total Cash	7,966,607.06

Current Encumbrances:

5 Vehicles for Sheriff's Office - one vehicle was paid for out of PY trailer sales.	64,645.73
Ambulance Remount (includes \$36,401.25 reduction for insurance payment from ACCG)	73,704.75
Jail Van	62,390.00
2022 Ford Super Duty for Sheriff's Office (rest to paid of out gov deal money)	30,911.43
Eagleview Pictometry (Total \$86,250)	21,369.50
6 Exterior Security Cameras for Jail	6,414.46
7 Taser Units	16,966.09
Lease Payments on equipment	150,174.26
Landfill Wall	127,164.10
Narc Building Floor	6,500.00
City of Leesburg Downtown Redevelopment	192,589.52
Equipment for the UA (Jet vac truck and other equipment)	575,873.00
Liberty Holding Pond (\$12,000 Mike Talley, \$11,850.00 Lanier, \$75,000 construction) - estimated	33,130.00
Painting and LED Lighting	258,859.00
Floors in USDA, DFACS and Tharp Buildings	100,000.00
2021 CDBG Grant (County Match)	150,805.30
Grand Island Roadway Grading Project	79,943.00
Road at LCMC (additional funds)	1,015,000.00
EMC Engineering (Survey for Water/Sewer LCMC)	23,700.00
Total of Encumbrances	2,990,140.14

Total Cash Available to spend on projects as of February 28, 2023	4,976,466.92
--	---------------------

Anticipated Revenue (through June 30, 2023)	
Avg \$ 365,200.02 per month for 5 months (after transfer to Smithville and Leesburg)	1,826,000.10

LEE COUNTY
CITY OF LEESBURG
CITY OF SMITHVILLE



CONDITIONAL USE APPLICATION

OWNER: STUART FRANKLIN
ADDRESS: 2201 Hansover Rd. Albany, GA

DAYTIME PHONE #: 869-0273 EMAIL: Sfranklin@MAZURANDHACKMAN.COM

ADDRESS OR LOCATION OF PROPERTY: Usry Rd. Parcel 042 004

In order that the general health, safety and welfare of the citizens may be preserved, and substantial justice maintained, I (We) the undersigned request in connection with the property hereinafter described:

Present Zoning AG-1 Present Use of Property: _____

3 Land Lot Number 14 Land District 6.201 # of Acres

The subject property is described as follows:

6.201 Acres located in Lot 3, 14th Land District, Lee County GA

Why are you requesting a conditional use?

Mortgage Purposes on existing Dwelling.

ALSO ATTACH: (1 copy of each) Plat of property, including vicinity map (both plat sizes: 8 1/2 x 11 and 11 x 17)
 Legal description Containing Metes and Bounds

I hereby certify that I am the owner and/or legal agent of the owner, in fee simple of the above-described property.

WITNESS [Signature]

AGENT
OWNER [Signature]

DATE 3-28-23

DATE 3-28-23

Application Fee: _____ Date Paid: _____ Received by: _____

In my absence, I authorize the person named below to act as the applicant in the pursuit of action for the application.

Applicant Name: [Signature]
AGENT

Address: P.O. Box 240 Shellmans GA 39886

Phone #: 229-310-0421 Email: ohlangford@yahoo.com

**Lee County Planning & Engineering Department
Permit Fee Schedule
Effective March 1, 2022**

SUBDIVISION

GENERAL DEVELOPMENT PLAN No Fee

RESIDENTIAL Zoning District Subdivision fee per subdivided lot

Minor (1 – 3 lots):

Zoning District: R-1, R-1L \$127.50
Zoning District: R-2, R-3, R-3L \$150.00

Preliminary/Major/Final (4 or more lots):

Zoning District: R-1, R-1L \$172.50
Zoning District: R-2, R-3, R-3L \$195.00

(½ of total fees paid at preliminary subdivision submittal; remainder paid at final subdivision submittal)

COMMERCIAL Zoning District Subdivision fee per subdivided lot

Zoning District: C-1, C-2, C-3, C-4 \$270.00

INDUSTRIAL Zoning District Subdivision fee per subdivided lot

Zoning District I-1, I-2 \$270.00

AGRICULTURAL Zoning District Subdivision fee per subdivided lot

Zoning District AG, AG-1 \$90.00

LAND DEVELOPMENT APPLICATION FEES

Major Subdivision Base Fee \$225.00 Additional Per Lot Fee \$ 75.00
Minor & Existing Subdivision Base Fee \$450.00 Additional Per Lot Fee \$105.00
NOI/EPD Fee \$80 per disturbed acre
(\$40 per disturbed acre payable to Lee County; \$40 per disturbed acre payable to EPD)

Permits for the City of Leesburg and the City of Smithville are issued by the Lee County Planning & Engineering Department by means of intergovernmental agreement.

Legal Document Recording Fees with Clerk of Court \$25.00
per document made payable to Lee County Clerk of Superior Court

Zoning Certification Letter \$50.00

REZONING APPLICATION FEE based on total acreage to be rezoned						
Acres to be rezoned	0 - 5	5.01 - 10	10.01 - 20	20.01 - 50	50.01 - 100	100.01 or more
R-1 R-3, R-4, AG	\$450	\$675	\$1,200	\$1,500	\$2,250	\$2,625
R-2	\$750	\$1,200	\$1,800	\$2,250	\$3,000	\$3,375
C-1, C-2, C-3, C-4, I-1, I-2	\$900	\$1,500	\$2,100	\$3,000	\$4,500	\$5,250

MISCELLANEOUS APPLICATION FEES

Cell Tower Co-Location \$200.00
Cell Tower \$500.00
Conditional Use Application \$375.00
Subdivision Name Change \$187.50
Variance to any Ordinance \$150.00/Residential
\$300.00/Commercial

(Zoning, Conditional Use and Variance Applications are due the 10th of each month, or next business day)

Sign permit fee: \$ 0.50 per square foot of each face or minimum fee of \$50.00, whichever is greater.
Banner permit fee: \$30 per 14 day period/up to 6 times per calendar year
Work Prior to Permit Issued: TRIPLE permit fee plus court costs and/or fines

PRINTING/LAMINATING FEES

8 ½ X 11; Black & White - \$.25 per page, Color - \$. 50 per page
8 ½ X 14; Black & White - \$.25 per page, Color - \$. 75 per page



LANGFORD & ASSOCIATES, INC.

3054 Calhoun Street • P.O. Box 240 • Shellman, Georgia 39886
(229) 679-5072 • Fax (229) 679-2160

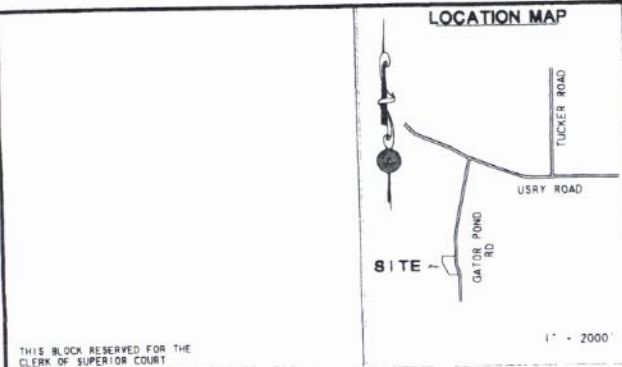
ESTABLISHED
1978

LEGAL DESCRIPTION:

All that certain tract or parcel of land lying and being in Land Lot 3 of the 14 th Land District of Lee County, Georgia, and consisting of 6.201 acres. Said tract or parcel of land being more particularly described as follows:

Commencing at the intersection of the center line of Tucker Road & the center line of Usry Road; thence South 65 degrees 39 minutes 49 seconds West 2,151.25 feet to an iron rebar located on the west margin of that certain county graded road known as Gator Pond Road and being the POINT OF BEGINNING; thence along the west margin of said Gator Pond Road and along a curve to the left, said curve having a delta angle of 12 degrees 02 minutes 40 seconds, a radius of 1,397.04 feet, and an arc distance of 293.68 feet, a chord bearing of South 07 degrees 17 minutes 50 seconds West and a chord distance of 293.14 feet to the point of tangency of said curve; thence continue along the west margin of said Gator Pond Road South 01 degree 16 minutes 30 seconds West 384.25 feet to the point of curvature of a curve to the left, said curve having a delta angle of 02 degrees 52 minutes 52 seconds, a radius of 873.70 feet, and an arc distance of 43.93 feet, a chord bearing of South 00 degrees 09 minutes 55 seconds East and a chord distance of 43.93 feet to a 5/8 inch iron rebar; thence leaving the west margin of said Gator Pond Road North 74 degrees 19 minutes 55 seconds West 250.38 feet to a 5/8 inch iron rebar; thence North 19 degrees 20 minutes 32 seconds West 537.62 feet to a 5/8 inch iron rebar; thence North 05 degrees 26 minutes 02 seconds East 265.83 feet to a concrete monument; thence South 74 degrees 38 minutes 59 seconds East 455.90 feet to the POINT OF BEGINNING.

C:\Users\Bryson\Documents\S. Franklin Legal on 6.201 acres.wpd



SURVEYORS CERTIFICATION

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

D. Scott Langford 12-19-2022
 D. SCOTT LANGFORD GA RLS 3172 DATE

ALL LOTS APPROVED BY THE PLANNING COMMISSION MAY NOT BE BUILDABLE LOTS

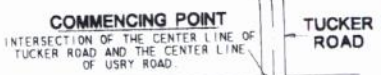
APPROVED
LEE COUNTY PLANNING DEPARTMENT

LEE COUNTY PLANNING DEPARTMENT DATE

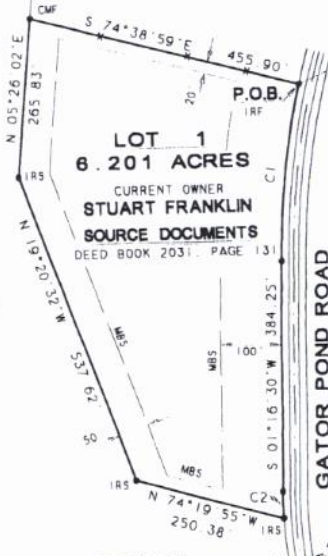
THIS IS TO CERTIFY THAT I AM THE TRUE AND LAWFUL OWNER OF THE PROPERTY PLATTED HEREON AND LOCATED IN LEE COUNTY, GEORGIA

Bryson H. Langford, Jr. 12-19-2022
 STUART FRANKLIN DATE
 AGENT: BRYSON H. LANGFORD, JR.

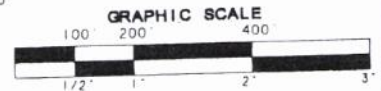
PROPERTY OF
STUART FRANKLIN
 DEED BOOK 2031, PAGE 131



PROPERTY OF
FOX CREEK FARM, INC.
 DEED BOOK 99, PAGE 789



PROPERTY OF
STUART FRANKLIN
 DEED BOOK 2031, PAGE 131



LEGEND

X-X	WIRE FENCE
IRS	5/8 IRON REBAR SET
IRF	IRON REBAR FOUND
R/W	RIGHT OF WAY
CMF	CONCRETE MONUMENT FOUND
MBS	MINIMUM BUILDING SETBACK

CURVE TABLE

CURVE	Arc	Delta Angle	Chord	Ch Bearing	Radius	Tangent
C1	293.68	12°02'40"	293.14	S 07°17'50"W	1397.04	147.38
C2	43.93	02°52'52"	43.93	S 00°09'55"E	873.70	21.97

NOTES

- TOTAL AREA OF DEVELOPMENT IS 6.201 ACRES
- THIS PROPERTY IS CURRENTLY ZONED AG-1
- MINIMUM BUILDING SETBACKS ARE AS FOLLOWS:
 AG-1 FRONT: 100' SIDE: 20' REAR: 50'
- LOTS ARE SERVED BY INDIVIDUAL WELLS AND SEPTIC TANKS
- THE SUBJECT PROPERTY IS LOCATED IN ZONE X AS SHOWN ON THE NATIONAL FLOOD INSURANCE PROGRAM'S FLOOD INSURANCE RATE MAP, COMMUNITY-PANEL NUMBER 13177C0045D, EFFECTIVE OF DATE OF SEPTEMBER 2, 2009
- OWNER / DEVELOPER:
 STUART FRANKLIN
 2201 HANOVER STREET
 ALBANY, GA 31707
 PHONE: (229) 869-0273
- GARBAGE COLLECTION WILL BE BY MEANS OF INDIVIDUAL CONTAINERS FOR EACH LOT
- THE LEE COUNTY UTILITIES AUTHORITY HAS CONTROL OVER THE SUPPLY OF POTABLE WATER AND RECEIPT OF SANITARY SEWAGE FROM ALL LANDS SUBDIVIDED AFTER JULY 27, 1995. OWNERS OF THESE SUBDIVIDED LOTS WILL BE REQUIRED TO IMMEDIATELY CONNECT TO PUBLIC WATER AND SEWAGE SYSTEMS WHENEVER EITHER BECOMES ACCESSIBLE.
- WETLANDS MAY BE PRESENT IN SOME OF THESE LOTS. WETLANDS ARE PROTECTED BY FEDERAL LAW. BEFORE DISTURBING ANY AREA DESIGNATED AS A WETLAND, CONTACT THE U.S. ARMY CORPS OF ENGINEERS, REGULATORY BRANCH, P.O. BOX 889, SAVANNAH, GEORGIA 31402-0889
- BEFORE ANY BUILDING ACTIVITY BEGINS, THE LEE COUNTY HEALTH DEPARTMENT MUST APPROVE THE BUILDING SITE. AN INTENSIVE SOIL SURVEY WILL BE REQUIRED IN THE AREA OF CONSTRUCTION TO MAKE CERTAIN THAT SOILS PRESENT ARE SUITABLE FOR INDIVIDUAL SEWAGE DISPOSAL SYSTEMS.

SURVEY NOTES

- LANGFORD & ASSOCIATES, INC. & THE LAND SURVEYOR WHOSE SEAL IS AFFIXED HERETO DO NOT GUARANTEE THAT ALL EASEMENTS WHICH MAY AFFECT THIS PROPERTY ARE SHOWN HEREON
- THE FIELD DATA UPON WHICH THIS MAP OR PLAT IS BASED HAS AN AVERAGE RELATIVE ACCURACY OF 0.03 FEET AT THE 95% CONFIDENCE LEVEL. THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 873,250 FEET. A TOPCON PS-103A ROBOTIC TOTAL STATION, A JAVAD TRIUMPH LS-DUAL FREQUENCY RECEIVER, AND A TRIUMPH T-3 BASE RECEIVER WERE USED IN SURVEYING THIS PROPERTY. GPS CORRECTIONS WERE OBTAINED FROM EGS SOLUTIONS REAL-TIME KINEMATIC NETWORK.
- THERE IS NO KNOWN NATIONAL GEODETIC SURVEY MONUMENT WITHIN 500 FEET OF ANY POINT OF THE PROPERTY PLATTED, OR ANY POINT OF REFERENCE THEREON.
- THE CERTIFICATION AS SHOWN HEREON IS PURELY A STATEMENT OF PROFESSIONAL OPINION BASED ON KNOWLEDGE, INFORMATION AND BELIEF, AND BASED ON EXISTING FIELD EVIDENCE AND DOCUMENTARY EVIDENCE AVAILABLE. THE CERTIFICATION IS NOT AN EXPRESSED OR IMPLIED WARRANTY OR GUARANTEE.
- THIS SURVEY COMPLIES WITH BOTH THE RULES OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND THE OFFICIAL CODE OF GEORGIA ANNOTATED (OCGA) 15-6-67 AS AMENDED BY HB 1004 (2016) IN THAT WHERE A CONFLICT EXISTS BETWEEN THOSE TWO SETS OF SPECIFICATIONS, THE REQUIREMENTS OF LAW PREVAIL.

MINOR SUBDIVISION PLAT FOR:

STUART FRANKLIN

LAND LOT 3 - 14TH LAND DISTRICT

LEE COUNTY, GEORGIA



LANGFORD & ASSOCIATES, INC.
 PROFESSIONAL LAND SURVEYORS
 CONSULTING FORESTERS

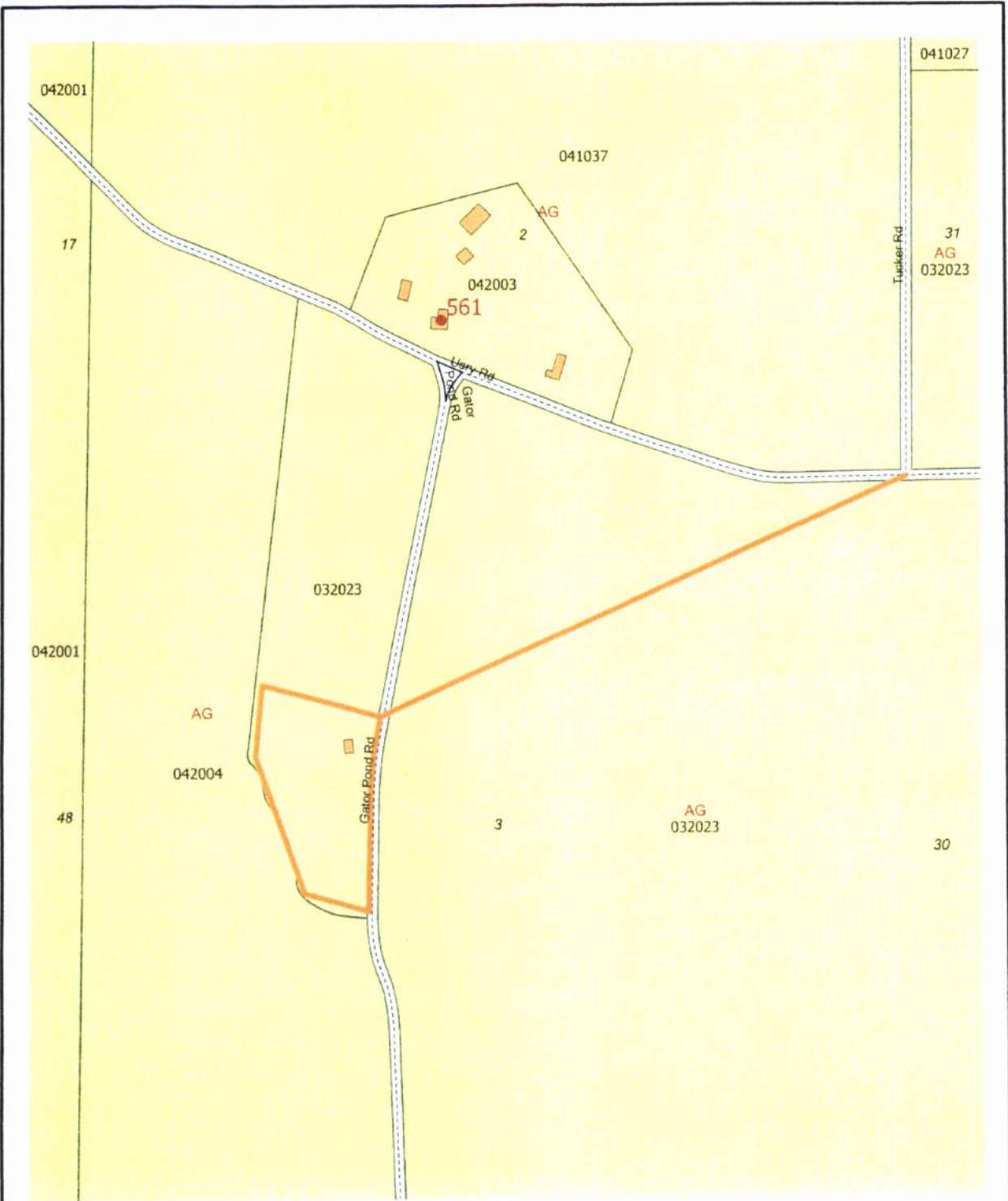
P.O. BOX 240 - 3054 CALHOUN STREET
 SHELLMAN, GA, 39886
 TEL: 229-679-5072 FAX: 229-679-2160
 WEB: LANGFORDANDASSOCIATESINC.COM

FIRM CERTIFICATE OF AUTHORIZATION NO. LSP000332

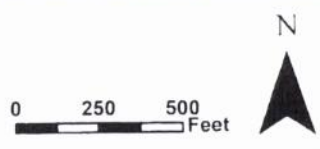


GA RLS NO. 3172

DRAWING NO C-5501	DRAWN BY D.S.L. FIELD WORK BY A.S.L.	SCALE: 1" = 200'	PLAT DATE: 12-19-2022	FIELD SURVEY DATE: 12-01-2022
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Stuart Franklin Subdivision





Stuart Franklin Subdivision





LEE COUNTY
Planning Department
Lee County, Georgia
Staff Report

Conditional Use Application Review – Franklin, Land Lot 3 – 14th District

Application Name: Conditional Use Application

Date: 3/14/2023

Applicant Name: Bryson Langford

Property Owner: Stuart Franklin

Location: Land Lot 3, 14th Land District – Gator Pond Road (032-023)

Parcel Size: 6.201 acres

Existing Zoning: AG-1

Application Summary

The applicant is submitting a conditional use application to subdivide a portion of the existing 2000+/- acre parcel (032-023) into two lots to create the proposed Lot 1, which is 6.201 acres with primary use being an existing residential dwelling. This lot is currently zoned AG-1. The subject parcel is located at Land Lot 3 in the 14th district in Lee County. *This application meets the minimum requirements for conditional use approval per Sec. 70-89 and 70-313.*

Conditional Use Review Comments Summary

The proposed 6.201-acre lot does not meet the code of ordinances standard requirement of a minimum 25-acre lot size in AG-1 that would allow administrative approval, however, the conditional use standards are met per Sec. 70-313.a. *To meet the conditional use approval per Sec. 70-313 item a, the proposed lot must meet the following conditions:*

1. *Single-family dwellings are allowed if the subdivided lot is at least 3 acres with 225 feet of road frontage, which this application meets and exceeds.*
 2. *The remainder parent tract must meet the minimum requirement of 25 acres for the AG-1 district; this remainder tract exceeds the requirement with a remainder of 78.889 acres.*
1. Per Sec. 70-89: An application to establish a conditional use shall be approved following a review by the planning commission and a determination by the board of commissioners that:
 - The proposed use shall not be contrary to the purpose of this article.
 - The proposed use shall not be detrimental to the use or development of adjacent properties or the general neighborhood nor affect adversely the health and safety of residents and workers.
 - The proposed use shall not constitute a nuisance or hazard because of the number of persons who will attend or use such facility, vehicular movement, noise or fume generation or type of physical activity.

- ☒ The proposed use shall not be affected adversely by the existing uses; and the proposed use will be placed on a lot of sufficient size to satisfy the space requirements of said use.
- ☒ The parking and all development standards set forth for each particular use for which a permit may be granted can be met.
- ☒ Provided, that the county commission may impose or require such additional restrictions and standards as may be necessary to protect the health and safety of workers and residents in the community, and to protect the value and use of property in the general neighborhood; and provided that wherever the county commission shall find, in the case of any permit granted pursuant to the provisions of these regulations that any term, conditions or restrictions upon which such permit was granted are not being complied with, said commission shall rescind and revoke such permit after giving due notice to all parties concerned and granting full opportunity for a public hearing.
- ☒ Conditional uses shall not be transferable except upon written approval of the county commission and shall be executed within a period of 12 months from the time the use is granted or become null and void and subject to procedures for resubmission as established above and are subject to all other applicable laws and regulations.

-All of the required conditional use requirements have been met per Sec. 70-89.

AN ORDINANCE TO AMEND CHAPTER 70, ARTICLE V, SECTION 70-162 WITH RESPECT TO PERMITTED USES THAT MAY BE LOCATED IN AN R-1 SINGLE-FAMILY RESIDENTIAL DISTRICT, TO PROVIDE AUTHORITY FOR THE CONSTRUCTION OF ACCESSORY STRUCTURES LOCATED IN AN R-1 SINGLE-FAMILY RESIDENTIAL DISTRICT WHERE THE ACCESSORY STRUCTURE IS LOCATED OR TO BE LOCATED UPON A VACANT LOT ADJACENT TO A LOT WHICH HAS CONSTRUCTED ON IT A SINGLE-FAMILY RESIDENCE AND THE SINGLE-FAMILY RESIDENCE IS OWNED BY THE OWNER OF THE ADJACENT LOT WHERE THE ACCESSORY STRUCTURE IS TO BE LOCATED; TO PROVIDE FOR ACREAGE LIMITATIONS; TO PROVIDE FOR ADDITIONAL RESTRICTIONS; TO PROVIDE FOR REPEAL OF CONFLICTING ORDINANCES; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES

BE IT ORDAINED by the Board of Commissioners of Lee County, Georgia, it is hereby ordained by authority of the same, that Chapter 70, Article V, Section 70-162, entitled "Permitted Uses", is hereby amended by adding a new subsection, to be known as subsection (h) which shall provide as follows:

- (f) Where an owner of property located in an R-1 Single-Family Residential District owns two (2) or more lots adjacent to each other in an R-1 Residential District, the owner shall, subject to applicable building permit and other building code requirements, be authorized to construct and use accessory buildings or structures constructed or to be constructed on a lot owned by such owner which is adjacent to the lot where the owner's residence is located or to be located in such R-1 Single Family Residential District (i) where the additional accessory structure will be utilized by the owner in connection with the owner's use and occupancy of the owner's adjacent residence and (i) where the lot upon which the adjacent residence is constructed or is to be constructed consists of one or more acres. Unless the accessory building or structure is destroyed or demolished, and as long as the lot where the accessory building is located is zoned R-1 Single-Family Residential, any sale, transfer, or conveyance of the adjacent residence to which the accessory building or structure is an accessory shall include a sale, transfer, or conveyance of the lot where the accessory building is constructed to the same buyer or transferee acquiring the residence. Nothing in this subsection shall be construed to affect the construction of accessory buildings on the same lot as the residence in an R-1 Single-Family Residential District in accord with Section 70-162(c).

BE IT FURTHER ORDAINED that all ordinances or parts of ordinances in conflict herewith are hereby repealed.

BE IT FURTHER ORDAINED that this ordinance shall become effective upon the date and time of its adoption by the governing body of Lee County.

SO ORDAINED, effective this _____ day of _____, 2023.

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

By: _____
Billy Mathis, Chairman

Attest: _____
Kaitlyn Good, County Clerk

ACTION TAKEN

FIRST READING: _____

SECOND READING: _____

DATE OF ADOPTION: _____

**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 Deputy County Clerk.

Payton Harris, Deputy County Clerk
Lee County Board of Commissioners
102 Starkville Avenue North
Leesburg, Ga. 31763
(229) 759-6000
www.lee.ga.us
payton.harris@lee.ga.us

Vacancies will be open until filled.

Current Volunteer Board Vacancies	Vacancies	Expires	Term
Regional Commission Council of Southwest Georgia	1	01/01/2023	1 Year
Community Foundation Board of Trustees – Lee County	1	03/25/2023	2 Year

Upcoming Volunteer Board Vacancies	Vacancies	Expires	Term
Housing Authority Board	1	03/31/2023	1 Year
Tax Assessors Board	1	05/31/2023	3 Year
Chehaw Park Authority	1	06/30/2023	3 Year
Utilities Authority	3	06/30/2023	1 Year

*Denotes one vacancy being held "By Virtue of Office"

Community Foundation Board of Trustees – Lee County

Name & Address	Term
Marian Grant-Whitlock 132 Ambleside Drive Leesburg, GA 31763	2 Year Term Expiring on 03/22/2024
Ann Nix P.O. Box 365 Leesburg, GA	2 Year Term Expiring on 03/22/2024
Heather Jones, Treasurer 87 Senah Drive Leesburg, GA 31763	2 Year Term Expiring on 03/22/2024
Christi Dockery, Secretary 178 Southhill Drive Leesburg, GA 31763	2 Year Term Expiring on 03/22/2024
Sherry Askey 177 Larkspur Drive Albany, GA 31707	2 Year Term Expiring on 03/25/2025
Judy Powell 127-A Starksville Ave., N. Leesburg, GA 31763	2 Year Term Expiring on 03/25/2023
Elaine Ruckel, Vice-Chairman 347 Lumpkin Road Leesburg, GA 31763	2 Year Term Expiring on 03/25/2025

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

March 24, 2023

Judy Powell
127-A Starksville Ave., N.
Leesburg, GA 31763

Re: Reappointment to the Community Foundation Board of Trustees

Honorable Board of Commissioners,

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

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

Sincerely,

Judy Powell

Correctional Services Agreement
Between
The Southwestern Judicial Circuit Misdemeanor Probation Department
And
The Probate Court of Lee County, Georgia

This Services Agreement ("Agreement") is effective as of ___ day of _____ ("Effective Date"), by and between the Probate Court of Lee County, Georgia, (hereinafter referred to as "Court"), with its principal place of business at 100 Leslie Highway Leesburg, Georgia 31763 and the Southwest Judicial Circuit Probation Department (hereinafter referred to as "Department"), organized under the laws of the State of Georgia, with its principal place of business at 105 South Dudley Street, Americus, Georgia 31709 in reference to the following:

WHEREAS, Court has need for certain community correction services; and

WHEREAS, Department has the requisite experience and expertise and is willing to provide services;

WHEREAS, This Agreement is governed by Article 6 of Chapter 8 of Title 42 of the Official Code of Georgia, Annotated. The parties enter into the Agreement under the specific authority of O.C.G.A. §§ 42-8-30.1, 42-8-100 (f) (1), 42-8-100 (g) (1), 42-8-102. [See Appendix A].

NOW, THEREFORE, in consideration of the mutual terms, conditions and covenants set forth herein, the parties agree as follows:

SCOPE OF SERVICES AND RESPONSABILITIES OF DEPARTMENT

Court hereby engages the Department to perform the services as described below in the Scope of Services.

1. Scope of Services to Probationers by Department

Department shall provide the following services to probationers referred to the Department by the Court:

A. Court Attendance and Probationer Case History

During all court sessions, Department shall have a probation officer attend and interview each offender to complete a case and personal history and to provide orientation and instruction regarding compliance with the Court's ordered conditions of probation. At orientation, the probation officer shall provide a list of all service fees to the probationer.

B. Supervision

Department shall monitor and supervise probationers to ensure compliance with the Court's order of probation. Department shall make a supervision assessment of the offender and determine the probationer's reporting schedule. Offenders determined by the court to be indigent shall be supervised at no cost to the probationer or the Court or governing body.

C. Restitution, Fine and Fee Collection

Department shall collect restitution, fines, court costs and fees, program fees, and probation fees as ordered by the Court. Department shall provide an itemized bill prepared in accordance with accepted accounting practices for each month for each probationer.

D. Community Service

Department shall coordinate, monitor, and ensure compliance with community service by each probationer as ordered by the Court. Department will maintain records of service participation.

E. Drug/Alcohol Screening

Department shall coordinate with local authorities and facilities, evaluation and assessment of probationers for drug/alcohol rehabilitation, mental health or psychological counseling, or educational programs mandated by the Court and shall require probationer's compliance. Department shall conduct drug and alcohol screens as determined necessary by the Court. The probationer shall be responsible for the costs of all drug or alcohol screens and testing.

F. Rehabilitation and Educational Programs

Department shall provide the probationer rehabilitation or educational programs as mandated by the Court and allowed by law. Department may charge the probationer an amount reasonable as to the cost of the service and no more than that specified in Appendix B. A copy of Appendix B shall be provided to the probationer at orientation or at a time as soon as possible following the Court's order of attendance.

G. Electronic Monitoring

Department when so ordered shall provide and operate a system of electronic home detention monitoring as specified in Appendix C.

H. Reports of Violations Probation

Department shall recommend revocation of probation whenever the probationer has failed to substantially comply with the terms and conditions of probation. The Court shall provide Department with direction of what constitutes a substantial failure to comply with probation terms and conditions. Department shall prepare probation violation warrants and orders for submission to the Court. Department shall have probation officers available to testify at probation revocation hearings, sentencing hearings and such other hearings as deemed reasonable and necessary by the Court. Minor violations of probation although not cause for revocation shall be included in the regular reports made to the Court under this Agreement. The Court shall provide Department direction as to what curative measures should be taken in the case of minor violations.

I. Pre-sentence Investigations

When directed by the Court, Department shall conduct pre-sentence investigations for the Court as requested. A written report shall be prepared and delivered to the Court. A pre-sentence investigation shall include: 1) a report on the circumstances of the offense, 2) a social and family background examination, 3) a criminal history check through Georgia Crime Information Center and the National Crime Information Center, and 4) a report of current circumstances and conditions of the defendant.

2. Responsibilities of Department

In consideration of the obligations of the Court or governing authority, Department shall be responsible for the following:

A. Compliance with Statutes and Rules

Department shall comply with Article 6 of Title 42 Chapter 8 of the Official Code of Georgia and all standards, rules and regulations promulgated by the Department of Community Supervision and the Misdemeanor Probation Oversight Unit

B. Records and Confidentiality

Department shall create and maintain individual files for each offender receiving services from Department in accordance with this Agreement. Department shall maintain the confidentiality of all files, records and papers relative to supervision of probationers under this Agreement. These records, files and papers shall be available only to the judge of the court handling the case, the Department of Audits and Accounts, the County and Municipal Probation Advisory Council and upon transfer of probation supervision to the State, to the Georgia Department of Corrections. The Department shall retain financial, programmatic, client data and other service records for three (3) years from the date services are completed.

C. Financial Records

Department shall maintain facial records according to generally accepted accounting practices.

D. Officer Qualifications and Training

Department shall employ competent and able personnel to provide the services to be rendered hereunder and to appropriately administer the caseload. All probation officers shall be at least twenty-one (21) years of age and have the educational and experiential qualifications pursuant to the laws of the State of Georgia. O.C.G.A. §42-8-102. All probation officers shall also comply with the same Georgia law regarding the orientation and continuing education training required per annum. No person who has been convicted of a felony will be employed by Department as a probation officer.

E. Criminal History Check

Criminal history records checks conducted prior to the onset of employment by providing completed fingerprint cards that will be submitted to the Department of Community Supervision-Misdemeanor Probation Oversight Unit pursuant to DCS Rule *105-2-10

F. Officer per Probationer Ratio

Department shall manage caseload limits so as not to exceed 250 probationers per probation officer for basic active supervision.

G. Location Place of Business

Department shall provide a Reporting Site in the County of Lee for meeting with and the provision of services to probationers.

H. Payment for Contractors Services

For regular probation supervision which includes a minimum of one (1) contact per Month and, probationer shall pay a fee of \$40.00 per month. For intensive probation supervision, probationer shall pay a fee of \$40.00 per month. Department shall collect such probation fee for each month or portion of a month a probationer is under probation supervision. Department shall also collect \$9.00 per month for each month of supervision to be submitted to the Georgia Crime Victim's Emergency Fund.

OBLIGATIONS OF COURT OR GOVERNING AUTHORITY

3. Obligations of Court

In consideration for the services of Department, the Court shall provide the following services.

A. Referral of Probationers

During the term of this Agreement and Department's satisfactory performance, the Court shall refer all offenders ordered to serve time on probation, to Department for purposes of probation supervision services. Hold each referred case accountable for all payments of services, fines, restitution or other court ordered fees and obligations. Create appropriate sanctions for failure to

pay as well as other court ordered conditions as determined by the court.

B. Probation Fee

The Court shall make payment of the probation fee a term and condition of the order of Probation for each probationer assigned for supervision to Department unless the Court determines the probationer to be indigent. Limit indigent status cases to no more than 10% of all referred cases. The Court shall not be liable for payment of any supervision fee or any program fee of a probationer. The Court shall order each probationer to remit to the Department payment according to the services ordered by the Court according to the Services noted in Exhibit B of this Agreement.

C. Pre-sentence Investigations

When ordered by the Court, Department shall provide a pre-sentence investigation report and Court shall pay to Department twenty dollars (\$20.00).

D. Access to Criminal Histories

The Court shall assist Department in obtaining access to criminal histories in the Georgia Crime Information Center and National Crime Information Center through local law enforcement in order for Department to conduct pre-sentence or probationer investigations as may be requested by the Court.

E. Notice of Court Sessions

The Court shall provide Department thirty (30) days advance notice of all court sessions that Department is required to attend. Notice for purposes of this provision may be given by mail, by fax or telephone to:
Southwestern Circuit Misdemeanor Probation, P.O. Drawer 1106, Americus Ga. 31709

F. Court Facilities

The Court shall provide to Department an area, as available, for conduct of initial interviews and orientation with the probationer on the day of sentencing.

G. Alternative Services

The Court shall utilize pre-trial supervision program, Electronic Monitoring, and alternative programs if and when appropriate.

TERMS OF CONTRACT

During the term of this Agreement the Court or the Department may request changes in the Scope of Services. Any such change, including the increase and decrease in the amount of probation supervision compensation, requires the mutual agreement of the parties and shall be effective when incorporated by written statement, which shall become an amendment to this Agreement.

4. Period of Service

This Agreement shall commence as of the Effective Date and shall terminate on _____ provided that written notice is provided by either party at least 90 days in advance of termination date. Notwithstanding the above, renewal of this Agreement at termination date shall renew annually for no more than 5 years provided that neither party has provided to the other written notification of termination at least 90 days prior to the original termination date or any extension period.

5. Termination

Either Party shall have the right to terminate this agreement if the other party is in default of any obligation hereunder and such default is not cured within thirty (30) days of receipt of a notice specifying such default. Within ten (10) working days of termination, Department shall peacefully surrender to the Court all records and documents generated by Department in connection with this Agreement and the services there under and any equipment or supplies assigned to Department by the Court. Department shall turn over to the Clerk of Court any moneys collected or received less supervision fees validly incurred and duly owing to Department through the termination date. Any fines, costs, fees or restitution received by Department from probationers of this Court after termination of this Agreement shall be forwarded to the Clerk of Court, other than fees earned by Department. The Court shall provide Department a receipt for all property surrendered under this provision.

6. Default/ Deficiency in Service by Department

In the event that the court determines that there are deficiencies in the services provided by Department hereunder, the Court may terminate this Agreement in accordance with Item 4 above or notify the Department in writing as to the exact nature of such deficiency. Within thirty (30) days of receipt of such notice, the Department shall cure or take reasonable steps to cure the deficiencies. In the event the company fails to cure or take reasonable steps to cure the deficiencies to the Court's satisfaction, the Court may declare the Department in default and the Court may terminate this Agreement.

7. Reports to Court

Department shall provide written reports monthly to the Court listing the services rendered and provide such other reports as may be requested by the Court during the period of this Agreement which may include but are not limited to statistical reports, case load data, and other records documenting the identity of the probationer, the status of each probationer's case, the services provided, and the monies collected. Monthly reports will be delivered to the Court monthly. Department shall provide personal history, employment data, and location information to Court and law enforcement as necessary in tracking probation violators.

8. Tender of Collections

Department shall tender to the Clerk of the Court a report of collections and all fines, fees, and costs collected during the month from probationers by tenth (10th) day of the following month. Restitution shall be paid to the victim by the fifteenth (15th) day of the month following

collection unless the Court orders payment to the clerk of court, and then it shall be paid as such other collections are paid to the Clerk. In the event Department cannot locate the victim, payment shall be made to the Clerk of Court. Department shall credit payments of funds in the following order of priority: 1) restitution, 2) fines, 3) court costs and surcharges, 4) program costs, and 5) probation fees. Funds paid by the probationer for drug and alcohol screening test fees are paid separately and at the time of service. Pay only cases shall be managed in accordance with O.C.G.A 42-8-103. Consecutive cases shall be managed in accordance with O.C.G.A. 42-8-103.1. If a determination by the court that a probationer is indigent and unable to make weekly or monthly payments, the department shall comply with O.C.G.A 42-8-102.

9. Compensation and Method of Payment

Department and Court agree that compensation method of payment to the Department shall be according to Exhibit B, Cost Fee and Schedule. The Department shall use best efforts to collect payment of all court ordered fees to include, but not be limited to, victim restitution, fines, fees and surcharges, and supervision fees. The Department may use all legal means to secure full payment of the obligation to include the payment through direct staff interaction, payment plans, lockboxes, and referral to collections agencies. In all cases the Department shall maintain full compliance with the FDCP A (Fair Debt Collections Practices Act).

For each referred case, the obligation ordered by the Court is due and payable at the time of case intake. The Department determines the payment plan for each probationer that considers the term of sentence. Court ordered charges paid to and retained by the Department (for supervision fees and services) are due and payable only on a monthly basis or at the time the service is delivered. Payment in advance for Department fees is accepted and applied only when the other court ordered obligations are paid in full (Electronic or Alcohol Monitoring fees may be collected in advance as these fees are based on daily rates rather than monthly).

10. Disputes

Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, that cannot be resolved through negotiation between the parties, shall be settled through arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and the judgment on the award rendered by the arbitrator(s) may be entered in any court having the jurisdiction thereof. Any such arbitration proceedings shall be held in the county or court of which the claim arose. In the event arbitration is initiated to enforce or interpret any part of the Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees to be fixed by the arbitrator.

11. Governing Law

The Agreement shall be governed and construed in accordance with the laws of the State of Georgia without regard to choice of law principles.

12. Independent Contractor

This Agreement shall not constitute, create, or otherwise imply an employment, joint venture, partnership, court or similar arrangement. Each party to this agreement shall act as an independent contractor, and neither party shall have the power to act for or bind the other party

except as expressly provided for herein. The Department assumes sole responsibility for determining the manner and means of performance hereunder.

The Department and its employees shall not be eligible for any benefit available to employees of the Court, including but not limited to, workers compensation insurance, state disability insurance, unemployment insurance, group health and life insurance, vacation pay, sick pay, severance pay, bonus plans, savings plans and the like.

13. Provision of Services

The Department may provide services to others during the same period the Department provides services to the Court under this Agreement.

14. Liability

In no event shall the department be liable for special, indirect, incidental, economic, consequential or punitive damages, regardless of the legal theory under which such damages are sought, and even if the department has been advised of the likelihood of such damages. Court agrees that the department's total liability to the court or any third party for any and all damages whatsoever arising out of or in any way related to this agreement from any cause, including but not limited to contract liability or Department negligence, errors, omissions, strict liability, breach of contract or breach of warranty shall not, in the aggregate, exceed the supervision fees paid to the department hereunder.

In no event does the department assume any responsibility or liability for the acts that may be committed by probationers (or other referred cases) in connection with the services provided under this agreement, or for any damages caused by the court's failure to fulfill its responsibilities.

15. Indemnification

Each Party ("Indemnitor") agrees to indemnify and hold the other party ("Indemnitee") harmless from any claims, lawsuits, proceedings, losses, liabilities, damages, costs, and expenses (including reasonable attorney fees) made against or incurred by indemnitee as a result of negligence, misrepresentation, error or omission on the part of the indemnitor's employees, agents, or representatives.

Neither the court nor the County of Lee Governing Authority shall be liable to the department nor to anyone who may claim a right resulting from any relationship with department, for any acts of the department, its employees, agents, or participants in the performance of services conducted on the property of the County of Lee. Department agrees that Appendix A is expressly made part of this agreement. Department shall indemnify and hold harmless the Court and the County of Lee, from any claims, demands, actions, proceedings, expenses, damages, liabilities or losses (including but not limited to) Attorney's fees and court costs) and any causes of action arising from any acts or omissions arising out of or in connection with the services performed by the Department or its employees and agents under the term of this agreement.

16. Non-solicitation

The parties agree that, during the term of this Agreement and for the period of one year from the termination of this agreement, neither party will solicit for employment or otherwise attempt to hire any employees of the other party or its affiliates who were involved in the performance or direct oversight of this Agreement without the prior consent of such party.

MISCELLANEOUS

17. Time is of the Essence of this Agreement.

Time is of the Essence of this Agreement.

18. Compliance with the Law

The Department shall comply with all federal, state and local laws statutes, regulations and ordinances arising out of or in connection with the performance of its services pursuant to this Agreement.

19. Binding Agreement.

This section shall be applicable only in the event this agreement is entered upon by the Judge of the Court with the express permission of the governing authority. This Agreement shall not be binding upon any successor to the undersigned Judge of the Court, County of Lee, Georgia unless ratified by the successor in office. If a successor attains the position of undersigned judge, and this Agreement is not ratified by such successor, then Department shall be permitted a reasonable time period, no less than ninety (90) days, in which to wind up its activities. The Court will be deemed not to have ratified the Agreement unless Court gives written notice of ratification within thirty (30) days of taking the oath of office.

20. Assignment.

The Court has entered into this Agreement in part on the basis of personal reliance in the integrity and qualifications of the staff of the Department. Department may not delegate, assign or subcontract any obligation of Department's performance under the Agreement and may not assign any right under this Agreement, in either case without Court's written approval. The Court's discretion in this regard shall be absolute. Neither party shall assign or transfer this Agreement nor any duties or obligations hereunder without the prior written approval of the other party.

21. Notice

All notices under this Agreement except as otherwise set out in item 3E will be in writing and be delivered by personal service, facsimile or certified mail, postage pre-paid, or overnight courier to such address as may be designated from time to time by the relevant party, which shall initially be the address set forth below:

Court
Probate Court of Lee County
100 Leslie Highway
Leesburg Ga. 31763

Department
Southwestern Circuit Probation
P.O. Box 1106
Americus Ga. 31709

Any notice sent by certified mail will be deemed to have been given five (5) days after the date on which it was mailed. All other notices will be deemed given when received in writing by an authorized agent of the other party.

22. Confidentiality

The Department agrees that all information disclosed by the Court to the Department shall be held in confidence and used only in performance under this Agreement. The Department shall exercise the same standard of care to protect such information as is used to protect its own proprietary and information, Court understands and agrees that it may have access to confidential or proprietary information, processes, or documents owned or controlled by the Department. Court also agrees to exercise reasonable standards of care to protect such information, processes or documentation.

23. Records and Business Practices

A. Inspection

Authorized representatives of Court may inspect or audit the Department's performance and records pertaining to this Agreement at the Department office during normal Department business hours.

B. Access to Department Records

Upon ten (10) business days written notice Department shall provide to the Court access to all books, records, correspondence, receipts, vouchers, memoranda, and financial information pertaining to the services rendered under this Agreement for any purpose including but not limited to conducting or reviewing a complete fiscal or program audit for any fiscal or calendar year.

C. Good Business Practices

Department shall not engage in any other employment, business or activity that interferes or conflicts with the duties and responsibilities under this Agreement and shall not allow its employees to do so. Furthermore, neither Department nor any of its officers, employees or agents shall lend any monies nor have personal business dealings with a probationer under the supervision of Department.

24. Survival

Notwithstanding the expiration or early termination of this Agreement, the provisions hereof pertaining to Confidentiality and Non-solicitation shall survive.

25. Severability

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any manner.

26. Force Majeure

Neither party shall be liable hereunder by any reason of failure or delay in the performance of its obligations hereunder (except for the payment of money) on account of strikes, shortages, riots, insurrection, fires, flood, storm, explosions, earthquakes, acts of God, war, governmental action, labor conditions, material shortages or any other cause which is beyond reasonable control of such party.

27. Waiver

No provision of the Agreement may be waived unless in writing, signed by both of the parties hereto. Waiver of a breach of any provision of the Agreement shall not operate or be construed as a waiver of any subsequent breach of such provision, nor shall a waiver of anyone provision of this Agreement be deemed to be a waiver of any other provision.

28. Amendments, Supplements

The Agreement may be amended or supplemented only by the mutual written consent of both party's authorized representatives.

29. Binding Effects, Benefits

The Agreement shall inure to the benefit of and be the binding upon the parties hereto and their respective successors and assigns. Notwithstanding anything contained in the Agreement to the contrary, nothing in the Agreement, expressed or implied, is intended to confer on any person other than the parties hereto or their respective successors and assigns, any rights, remedies, obligations or liabilities under or by any reason of the Agreement.

30. Headings

The section headings in the agreement are inserted for convenience only, and in no way define, limit, or extend or interpret the scope of the Agreement or of any particular Article or Section.

31. Authorization

Each of the parties represents and warrants that the Agreement is a valid and binding obligation enforcing against it and that the representative executing the Agreement is duly authorized and empowered to sign the Agreement.

32. Counterparts

The agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

33. Entire Agreement

This Agreement, including all exhibits attached hereto and incorporated herein by reference, constitutes the entire agreement between the parties hereto and supersedes any and all agreements, whether written or oral, that may exist between the parties regarding the same. No representations, inducements, promises, or agreements between the parties not embodied herein

shall be of any force and effect. No amendment or modification to this Agreement or any waiver of any provision hereto shall be effective unless in writing and signed by both parties.
SIGNATURES ON

IN WITNESS WHEREOF, THE PARTIES HERE HAVE EXECUTED THIS AGREEMENT THROUGH THEIR DULY AUTHORIZED REPRESENTATIVES ON THIS _____ DAY OF _____, 2023

Billy Mathis
Lee County Board of Commissioners
Chairperson

Melanie Rathel
Judge
Lee County Probate Court

Blake Hill
Director
Southwestern Circuit Probation

EXHIBIT A

SCOPE OF SERVICES Standard Probation Services Program

SERVICES

***SWCPD- Southwestern Circuit Probation Department**

SWCPD agrees to provide to the Court and the Court agrees to the order of payment for the Services to be paid by the probationers as described herein which shall be subjected to this Agreement. All services provided by the SWCPD hereunder shall be governed by this Agreement.

SWCPD agrees to provide the following services:

To the degree permitted by law and ordered by the Referring Court:

1. Monitor and collect payments for fines, court costs and restitution.
2. Monitor conditions placed on referred cases as ordered by the court.
3. Provide staff to attend court to perform case intake on referred cases.
4. Provide monthly reports to the Court. All collected fines and cost payments shall be remitted on a monthly basis(or as required by the Court or other regulatory body) to the Clerk of the Court (or designee).
5. Confer with the Court Staff, District Attorney's/ Solicitor's Office and Judges on cases as appropriate.
6. Manage probationer case limits and maintain a reasonable number of staff in order to provide attention to all court ordered terms and conditions.
7. Employ professional probation personnel that meet or exceed the standards required by the Court.
8. Maintain appropriate records on Probationers.
9. Monitor Community Service records.
10. Report to the Court any and all violations of court ordered conditions for any probationer who is materially in violation of such conditions.
11. File Petitions, warrants, and orders as directed by the Court. SWCPD shall coordinate with the Court related to hearings.
12. SWCPD shall provide testimony and all supporting documentation as may be required by the Court, and shall, upon disposition by the Court, assure that all required documents are filed and take actions as ordered by the Court.
13. Provide oversight under the same terms of any offender placed by the courts through this Agreement for those cases the Court has jurisdiction (pre-trial supervision, diversion, etc.)
14. Submit a monthly statement to the Court or its designated representative for the amount of court fines, costs, and restitution ordered by the Court and collected by the SWCPD from the probationers. This report shall be provided to the Court by the tenth (10th) business day of each month, unless otherwise required by the Court or regulatory entity.
15. Tender all fines, costs, and restitution ordered by the Court and collected by SWCPD

the tenth (10th) business day of each month, unless otherwise required by the Court.

16. Provide Electronic Monitoring (“EM”) services as ordered by the court, with the expense to be borne by the probationer. The description of Electronic Monitoring Services, the responsibilities of both the SWCPD and the Court, as well as the level of notification for alerts are more fully described in Exhibit C attached hereto.

17. Provide programs (“Programs”) to the probationers when ordered by the Court. Provide random drug testing as ordered by the Court, with the expense to be borne by the probationer as noted in Exhibit B.

18. Comply with Laws Regarding Confidentiality of Probationer Records.

19. Maintain fine, restitution, or court ordered costs collected from the probationers in an escrow account without benefit or profit from said accounts.

The Court agrees to provide the following services under this Agreement:

1. Refer all appropriate cases to the SWCPD for the provision of those services indicated by this Agreement.

2. Order each probationer to remit to the SWCPD payment according to the services ordered by the Court according to the Services noted in Exhibit B of this Agreement.

3. Hold each referred case accountable for all payments of services, fines, restitution or other court ordered fees and obligations. Create appropriate sanctions for failure to pay as well as other court ordered conditions as determined by the court.

4. Limit indigent status cases to no more than 10% of all referred cases.

5. Utilize pre-trial supervision program, EM, and Programs if and when appropriate.

EXHIBIT B

COST AND FEE SCHEDULE

PAYMENTS TO CONTRACTOR

Unless otherwise agreed and stated by Amendment to this Agreement, this contract is a user-based fee program. The obligation of the Court is to order and enforce Probationers (or other referred cases) to pay for services based upon the following schedule. The Court has no direct responsibility for payment unless noted by this Agreement or a written Amendment.

Under the terms of this Agreement and Pricing Schedule, The Court may refer up to 10% of the average population of cases ordered by the Court as the court-determined indigent cases. These cases may be placed upon a sliding scale payment, based upon ability to pay, without the Court assuming financial responsibility.

Service	Period/Unit	Rate
Supervision Fee	Monthly	\$40.00
Assessments	Per Assessment	\$25.00
Drug Testing	Per Test	\$20.00
Group Program/Educ. Service	Per Session or Class	\$20.00
Electronic Monitoring RF	Per Day	\$10.00
Electronic Monitoring Passive	Per Day	\$ 5.00
Electronic Monitoring GPS	Per Day	\$12.00
Alcohol Monitoring Random	Per Day	\$ 5.00
Alcohol Monitoring Continuous	Per Day	\$12.00
Georgia Crime Victim's Emergency fund	Per month	\$9.00

PAYMENT POLICY

The SWCPD shall use best efforts to collect payment of all court ordered fees to include, but not be limited to, victim restitution, fines, fees and surcharges, and supervision fees. The SWCPD may use all legal means to secure full payment of the obligation to include the payment through direct staff interaction, payment plans, lockboxes, and referral to collections agencies. In all cases the SWCPD shall maintain full compliance with the FDCPA (Fair Debt Collections Practices Act)

For each referred case, the obligation ordered by the Court is due and payable at the time of case intake. The SWCPD determines the payment plan for each probationer that considers the term of sentence. Court ordered charges paid to and retained by the SWCPD (for supervision fees and services) are due and payable only on a monthly basis or at the time the service is delivered. Payment in advance for SWCPD fees is accepted and applied only when the other court ordered obligations are paid in full (Electronic or Alcohol Monitoring fees may be collected in advance as these fees are based on daily rates rather than monthly).

EXHIBIT C

ELECTRONIC OR REMOTE ALCOHOL MONITORING SERVICES

In addition to the terms and conditions set forth in the above referenced Agreement, the following terms shall apply to all electronic or alcohol monitoring services provided under this Agreement.

Monitoring Services

The SWCPD will provide monitoring services to the Court for the Court's operation of an electronic monitoring program. The monitoring services provided hereunder are specifically designated to monitor the Probationer (or referred cases) for compliance to curfews, alcohol use, presence or absence. The specific intent and limitations of the products supplied to the SWCPD is to be considered by the Court to ensure that program expectations do not exceed capabilities. IT IS THE COURT'S RESPONSIBILITY TO DETERMINE THE SUITABILITY OF A SPECIFIC TECHNOLOGY TO THE REQUIREMENTS OF EACH REFERRED CASE. The SWCPD shall provide technical descriptions of any such products as available from its suppliers upon specific request from the Court.

The SWCPD shall perform the functions of data entry and data storage for all properly enrolled probationers. The data entry function consists of the input of all required demographic, curfew, system configuration information on each case into the central host computer system.

The SWCPD will provide notification of Alert conditions to Authorized and Identified Court Staff. Alert notification will be in accordance with the section following entitled "Notification Options" or as agreed upon in writing by the Court and the SWCPD. Alert Condition and Equipment Status information for each Probationer will be documented and maintained by the SWCPD and/or its supplier.

NOTIFICATION OPTIONS

Compliance Monitoring Program Level

The Compliance Monitoring Program has as its primary intent the monitoring of compliance to ordered conditions. The Program DOES NOT provide 24-hour enforcement or reporting conditions. This Program IS NOT recommended for high-risk probation cases, if any. At this level of monitoring, the Court determines that next business day (or later as determined by the court) Notification is acceptable on any and all violations incurred during the monitoring period.

This level of notification is considered the chosen method by the Court unless other notification parameters are specified in writing and are included in this Agreement as a formal Amendment.

Other Notification Levels

Because certain electronic monitoring equipment provides 24-hour monitoring capability, it is possible to increase the notification frequency or immediacy for higher risk cases. In such cases the Court may desire more immediate notification. The SWCPD will increase the level of notification provided the appropriate Court personnel are available for response. The Absence of written notification procedures to the contrary as noted in formal amendment to this Agreement the compliance monitoring level will apply.

MAINTAINENCE

The SWCPD shall maintain the equipment at its expense. The probationer shall be responsible for lost or stolen equipment, and/ or the costs of required repairs necessitated by (I) the Probationer's negligence or (ii) the damage or destruction of the equipment by the parties other than the SWCPD. The Court will enforce this policy.

EQUIPMENT

The SWCPD shall make reasonable effort to supply a sufficient quantity of units to meet the Court's need subject to forty-eight (48) hour notice prior to shipment.

MONITORING SYSTEMS

The SWCPD may provide products from multiple suppliers to ensure a broad range of quality products are available. The SWCPD reserves the right to add products or change suppliers. However in any case in which the functionality of a product is diminished , notification shall be made to users of the former product. Likewise when new products add capability or substantially improve features, such will be communicated to the COurt users as well. Products currently available include:

1. Passive Monitoring- Attempts to identify probationer periodically at locations specified on a specific schedule.
2. RF (Radio Frequency)- absence- presence monitoring of probationer at his/her residence based upon a curfew schedule. Continuously monitors equipment status and absence or presence of monitoring device.
3. GPS (Global Positioning Satellite) Monitoring- monitors movement of a participant (device). May identify movement as compared to prohibited and permitted zones. Primary Product is "passive" indicating continuous monitoring of locations with reporting upon return to base station.
4. Remote Alcohol Monitoring- Products include random testing (testing at a random time period when within range of testing device) or active/ continuous monitoring on a 24 hour basis (reporting when within range of base station).

SYSTEM MAINTENANCE

The Court acknowledges that periodic maintenance on the host computer system is required. During performance of this maintenance, the system may be required to be temporarily offline. In such cases information is routinely stored and delivered upon return to active status.

LIMITATIONS

The SWCPD expressly disclaims any warranty that any equipment provided hereunder is impervious to tampering nor does the SWCPD warrant the service or equipment provided hereunder.

In no event does the SWCPD assume responsibility for or liability for acts that may be committed by Probationers (or other users) in connection with the services provided under this agreement, or for any damages caused by the Court's failure to fulfill its responsibilities.

COURT OBLIGATIONS

Refer appropriate cases to the SWCPD for supervision hereunder. The Court attains full responsibility for case referral.

Provide to the SWCPD required probationer case and curfew information and Court Order ordering the case to Electronic or Alcohol Monitoring.

Identify and make available the Court's Staff and/or equipment (fax) for the purpose of notification by the SWCPD to the Court of alerts and equipment status problems. Availability of Court staff must fully meet the requirement of the Court notification request.

Court shall fully enforce the requirement for the Probationer (or other referred case) to meet the financial obligation for the cost of the program. Failure to pay shall constitute a violation of the terms of placement on Electronic Monitoring.



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 Waters Engineering, verified the property lines
- Final Design complete
- Deeds being drafted and easements to be requested from the property owner
- Utilities Authority approved easements on September 15, 2022
- RFP for Water Extension services published September 6, 2022
 - Bid Opening: October 11, 2022
 - BOC awarded bid on October 11, 2022 to Zane Grace Construction for a base bid of \$541,810.78
 - November 30, 2022: Pre-Construction Meeting held with the contractor, engineers, and representatives of DCA, the County, and the Utilities Authority
 - MHP owners have signed the easement documents.
- The bore at the intersection of Fussell Road and Palmyra Road has been completed.
- PVC watermain has been delivered to the project site
- Contractor has said that they will have a crew dedicated to the project on the week of March 6
- Still Waters Engineering is keeping up with days not on the project
- Completion date is expected to be by the June 22 deadline
- DCA will meet with staff to monitor the progress of this grant.
- Fire hydrants installed on Palmyra Road
- Lee County will be eligible for a FY 2023 CDBG project
 - The application procurement process could proceed.

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 2023

- DNR hired EMC Engineering to survey property for canoe/kayak ramp
- DNR staff notified us that the DNR Commissioner has signed the Boat Ramp agreement for the Lee County construction project
- Engineering design will begin in January 2023
- Feasibility study will be conducted by Valdosta State University
- Improvements to the Property
 - Renovation of Covered Building: New roof, fresh paint, picnic tables, electrical system, well
 - Bobby Donley, Lanier Engineering, provided proposed site plan
 - Proposal submitted to the BOC for review
 - Trails: ¼ mile walking trail that runs along a 46 foot high ridgeline above the Kinchafoonee Creek and has a seasonal view of the waterway
 - Eight (8) picnic tables as well as a number of trash cans have been placed along this trail on the creek side
 - Directional signs for the area ordered (i.e. Parking, No Parking, trail markers, boundary signs, etc.)
- Future Improvements
 - Defining the road
 - Rocking the area on top of the ridgeline for a parking area
 - Placing a gate at the trailhead so that the area can be closed to public for safety during high water events
- Planning/Designing Committee created by the Board at the May 11, 2021 meeting
 - **Committee Members:** Art Ford, Tim Sumners, Tom Sumners, Bobby Donley, Lisa Davis, David Dixon, Judy Powell, Commissioner Rick Muggridge, Commissioner Luke Singletary, County Manager Christi Dockery, Parks & Recreation Director Jeremy Morey, Chief Marshal Jim Wright
 - **First Meeting:** June 14, 2021
 - **Second Meeting:** November 15, 2021
 - **Third Meeting:** January 11, 2022

2020 Census Numbers

- Lee County: 33,179
- Smithville: 593
- Leesburg: 3,480

2021 Census Numbers

- Lee County: 33,411

Commercial Land Development Permits

- Ace Hardware Store
- Action Building
- Artesian City Federal Credit Union
- DeSoto Silicon Ranch Phase II & III
- Finish Line Storage 2
- Ledo Self Storage 2
- Oaklee Investment, LLC
- Quail Chase 7
- Woodgrain Millwork

GIS

Road Layer

- Including road width, length, and speed limits

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.

Gymnasium Renovation

- 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
- Fourteen (14) large window units, three (3) entrance door systems, glass for doors, wood door frames, and wood trim pieces have been installed.
- Completion of the two bathroom renovations in the front lobby
- Ongoing work on the ADA Handicap Chairlift
- Continued work on the front lobby and trim work
- Project is 90% complete
 - Ongoing painting outside and handicap area.

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
- Phoebe has filed multiple objections
- **Roadway Regrading Project**
 - Matthew Inman, EMC Engineering, Project Engineer
 - SPLIST VII Funds
 - BOC awarded the bid on December 14, 2021 to **Oxford Construction** for \$453,585.00
 - Start Date: February 2022
 - Completion Date: June 2022
- August 2022: Georgia Department of Community Health approved modifications to the CON
 - Phase I Proposed Completion Date: December 15, 2022
 - Phase II Proposed Completion Date: March 15, 2024
- September 15, 2022: Development Authority Public Hearing
- September 26, 2022: Resolution Approving the Plan of Finance was adopted
- October 25, 2022: Financial planning agreements signed by the Lee County Development Authority (property owner) and Lee County Board of Commissioners for roads and water/ sewer/ stormwater infrastructure
- December 13, 2022: Resolution signed to activate a Hospital Authority
- December 22, 2022: Resolution signed appointing the five (5) initial members to the Housing Authority.
 - Bruce Houston, M.D. 3 year term
 - Jennifer Heyer 3 year term
 - Dana Hager 2 year term
 - Randy Carr 2 year term
 - Rick Muggridge 1 year term
 - Upon the expiration of the initial terms as set out above, all future appointees to the Board of the Hospital Authority shall serve staggered terms of three (3) years.
- February 2, 2023: First meeting of the Hospital Authority of Lee County
- March 14, 2023: Second meeting of the Hospital Authority of Lee County

LMIG Funds

- **FY2023**
 - Application Submitted October 18, 2022
 - Roads: Lumpkin Road West, Quail Street, Northwood Drive, Stanley Street, Cannon Drive, Balmoral Drive, Elgin Court, Montrose Drive, Brittany Lakes Drive, Fairethorne Drive, Graves Springs Road, Heathridge Court, Hearthstone Drive, Sterling Drive, Pewter Court, Willow Lake Drive, Fair Oaks Court, Hickory Ridge Court, Cedric Street, Ravenwood Court, Maplewood Court, and Sportmans Club Road
 - Funds Received from GDOT: \$627,424.76
 - Total, with 30% match from Lee County: **\$815,652.19**
 - BOC awarded bid on December 13, 2022 to Reeves Construction Company for \$1,977,781.35
 - Reeves Construction Company has begun this project. Some delays due to asphalt plant temporarily closing.
 - Estimated Completion: March 2023, weather permitting. Currently waiting on Railroad permits for Lumpkin West and Cedric roads to complete this resurfacing project.
 - Business owners on Cedric Street notified of impending resurfacing work

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
- December 22, 2022: Board voted to pay the County's share of the cost for sidewalks on Firetower Road (\$13,500.00)
- Ongoing project

Smithville Road Bridge

- Georgia Department of Transportation, GDOT, plans to replace the bridge over the Muckaloochee Creek on Smithville Road
- Construction and Maintenance Easements received from adjoining property owners
 - To be recorded at Superior Court
- Estimated Start Date: 2023

Speed Limit Ordinance

- Approved by BOC at April 26, 2022 meeting
- Staff has submitted documents to GDOT
- Requested DOT examine Old Leesburg Road/State Route 133
- Awaiting GDOT review and approval

SPLOST VII

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

SPLOST VIII

- Possible Ballot Year: November 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

TSPLOST

- Collection: April 1, 2019 - March 31, 2024

TSPLOST II

- Joint meeting held Tuesday, June 21, 2022 at 5:00pm
- Voters approved continuation of TSPLOST II - November 8, 2022 Election
- Collection: April 1, 2024 – March 31, 2029

Westover Extension

- DOT project
- Will connect Westover Road and Ledo Road at Capstone Connector
- Oxford has begun work
- Erosion control measures are have been established.
- Rough grading will begin in a few weeks
- Staff is working with DARTS on signal and safety issues for Ledo Road intersection.
- Estimated Completion Date: December 2024

RFPs and RFQs

Open

Indigent Defense Services for Magistrate Court

- Bid Opening: April 6, 2023
- Results to be brought to the Board on April 11, 2023

Recently Awarded

2023 LMIG Road Projects

- Roads: Lumpkin Road West, Quail Street, Northwood Drive, Stanley Street, Cannon Drive, Balmoral Drive, Elgin Court, Montrose Drive, Brittany Lakes Drive, Fairethorne Drive, Graves Springs Road, Heathridge Court, Hearthstone Drive, Sterling Drive, Pewter Court, Willow Lake Drive, Fair Oaks Court, Hickory Ridge Court, Cedric Street, Ravenwood Court, Maplewood Court, and Sportmans Club Road
- December 5, 2022: Addendum 1 submitted to contractors and published online
- Bid Opening: December 13, 2022
- BOC awarded bid on December 13, 2022 to **Reeves Construction Company** for \$1,977,781.35
- Estimated Completion: March 2023

Water System Improvements (2021 CDBG- Palmyra MHP)

- Overseen by Chad Griffin, Still Waters Engineering
- Bid Opening: October 11, 2022
- BOC awarded bid on October 11, 2022 to Zane Grace Construction for a base bid of \$541,810.78

Storage Building for Parks and Recreation

- Approved by BOC at August 23, 2022 meeting
- Pre-Bid Meeting: September 22, 2022
- Bid Opening: September 29, 2022
- BOC awarded bid on October 11, 2022 to Daniel Aluminum Company for \$99,999.99
- Completion Date: February 2023

Residential and Commercial Curbside Garbage Services

- Pre-Bid Meeting: August 9, 2022
- Bid Opening: August 23, 2022
- BOC awarded bid on August 23, 2022 to **Express Disposal** for an annual savings of \$144,885.12

- Previous Bid Opening: June 7, 2022
- Results brought before the Board on June 28, 2022
 - Bids rejected
- Services to begin May 2023

Future

Telecommunications Tower

- Approved by BOC at September 13, 2022 meeting
- To be located at Fire Station 4
- Will increase Public Safety radio coverage in the County
- Staff writing RFP documents
- Projected Bid Opening: April 2023

Courthouse Window Coverings

- Approved by BOC at May 25, 2021 meeting
- Pre-Bid Meeting: October 18, 2022
- Project to be reopened at a future date
- Projected Bid Opening: TBD

LED Lighting in the Fire Stations

- Previous Pre-Bid Meeting: September 20, 2022
- Previous Bid Opening: October 19, 2022
- Results brought to the Board on October 25, 2022
 - Bids rejected
- Bid documents to be reviewed and revised
- Project to be reopened at a future date
- Projected Bid Opening: TBD

LED Lighting in all 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

Flooring Services for County Buildings

- 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



**Lee County Board of Commissioners
Wellness Vendor Summary**

Name of Vendor	Engagement Health Group/CHP	Target Care
Pricing	\$34 PEPM/\$408 PEPY	\$6 PPPM/\$14,400 PEPY
Set Up Fee		\$4,500
Health Coaching		RNs: \$95/hour; \$31,920/year est. 7/week
Screenings		\$17,475 (\$5,825/event est.3)
Annual Fee	\$80,376	
Management Fee	\$2,500	
Tobacco Cessation	\$2,000	
Incentives	\$400 Budget	\$2 PPPM (optional)/\$4,800/year
Estimated Total Annual Cost	\$84,876	\$75,111
Other Services (May be Available for Extra Cost)	Nicotine Testing \$25/test	
	Screening for Spouse \$109	
	Healthy Break \$1200/year	
	Weight Loss Program \$1250/year	
Program Features:	Onsite Coaching	Onsite Coaching
Web Portal	Yes	yes
Health Risk Assessment	Yes	yes
Biometric Screening	Yes	yes
Individual Risk Assessment Report	Yes	yes
Monthly Progress Report	Yes	yes
Aggregate Management Report	Yes	yes
Incentive Management	Yes	yes
Data Analytics	Yes	yes
Results Coaching - Health Coach	Yes - Health Coach	Yes - RN
Follow up Coaching (Onsite)	Yes	Yes

Number of Follow up Sessions Based on Risk	High (6 sessions), Moderate (4), Low (2)	Extremely High (10 sessions), High (5) Borderline (3-5), Above Normal (1-2), Normal (1)
Tobacco Cessation	Yes	yes
Diabetes Coaching	yes	yes
Weight Loss	yes	yes
Gaps in Care	yes	yes
Chronic Care Mgmt	yes	yes
Stress & Anxiety	yes	yes
Hypertension	yes	yes
Promotional Materials		yes
Individual Texts/Emails to Participants		yes
Engagement Programs (online or in person)		yes
Scorecard & Points Tracking		yes
Care Navigation		yes
RAS Management		yes
Program Savings Summary		yes
Healthy Breaks/Lunch & Learns	yes - Extra Cost	yes
Weekly Meal Plan	yes	
Healthy Newsletter	yes	
Cohort Report (Year over Year)	yes	
Social Media Communication		
Challenges		
Fitness Devices Sync		



TARGETCARE

AGENDA

- About TargetCare
- Our Clients & Care Delivery
- How Do We Start?
 - Clinical Health Assessment
 - Knowing Your Risk Score & ROT Program
 - Advanced RN Health Coaching
 - Behind the Scenes Support
 - Engagement Programs
 - Tobacco Cessation
 - Care Navigation & Benefit Promotion
 - Managing RAS
- Why Choose TargetCare?
 - Client Testimonial
 - Comprehensive Reporting
 - Key Differentiators & Recommendations



TARGETCARE

ABOUT OUR COMPANY

Headquartered in Charlotte, NC, TargetCare has provided our clients and their employees with onsite health management solutions since 2004.

Our core mission is to help companies improve their bottom line by pro-actively improving the health of their employees.

TargetCare operates independently and always puts the interests of our participants and patients first. We have no ownership or affiliation with any hospital, insurance company or pharmacy.



OUR PURPOSE

Designed to reduce increasing healthcare costs, sustain the health of an organization's members, improve morale and productivity, minimize absenteeism and build a culture of health and wellbeing.



OUR EXPERIENCE

We work with over 40 companies at over 200 worksites located predominately through the Southeast. Our clients come from a variety of industries including accounting, banking, electrical, legal, manufacturing, municipalities, and textiles.



OUR SERVICES

Our customizable health management services are designed to focus on early detection and prevention of disease, convenience of care, and health navigation. Our tools help employees make more informed decisions regarding their health, lifestyle and healthcare consumption.

TARGETCARE

WHO WE WORK WITH

We specialize in meeting the workplace wellness needs of mid market employers with a range of 200 – 2,000 employees. Our fully integrated wellness programs serve upwards of 10,000 employees across the Southeast.



MANUFACTURING



BANKING



TEXTILES



MUNICIPALITIES



TARGETCARE

HOW WE DELIVER CARE

We can deliver a range of our services in a customizable, highly personalized way that works best for each organization. Our services can be mix and matched and delivered at the worksite, telephonically, offsite, or hybrid combinations!



ONSITE

Access to healthcare at the worksite.



OFFSITE

In community care options for remote workers.



TELEPHONIC

Remotely connect to one-on-one appointments for highly personalized care.



HYBRID

A combination of services delivered in a way that best serves the employer's needs.

HOW DO WE START?



TARGETCARE

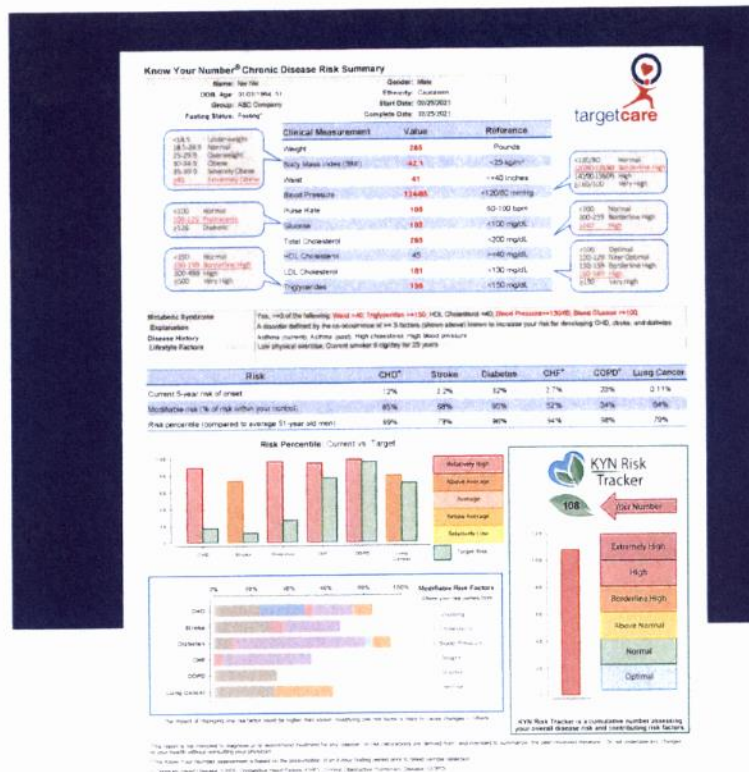
CLINICAL HEALTH ASSESSMENTS

What They Are:

- Comprehensive and advanced health assessments that use predictive technology to help deliver multi-dimensional information regarding individuals' absolute, relative, and modifiable risks of developing preventable, chronic diseases.

The Process:

- Take each employee's biometric measurements and a blood sample.
- Create a personal health scorecard which provides a summary of each individual's chronic disease risks based on screening results. The report also illustrates a breakdown of the participant's risk factors and compares them to "desirable" measures.



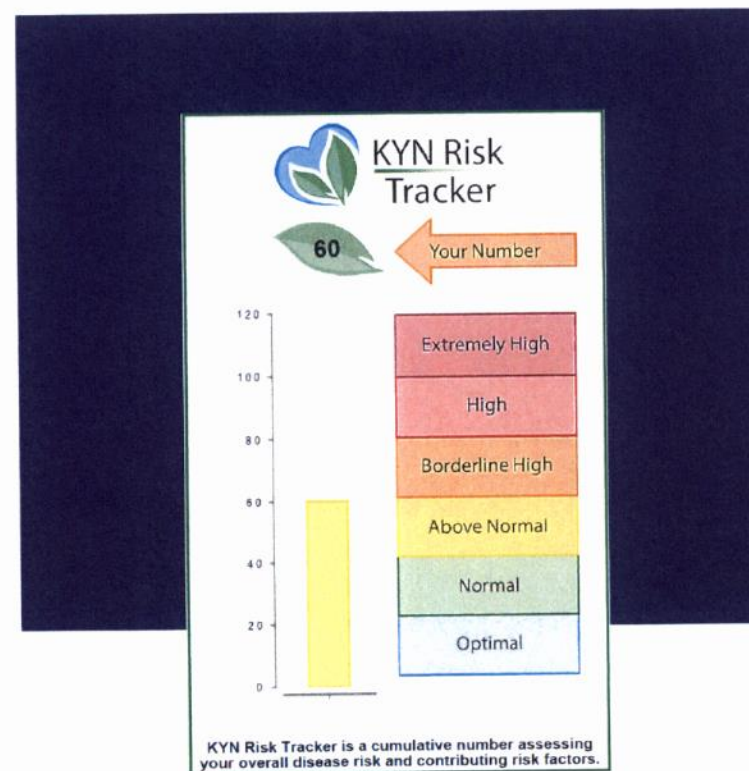
TARGETCARE

KNOWING YOUR RISK SCORE

At their individual review consult, employees meet with their RN health coach to further understand:

- The participant's risk category
- The lifestyle behaviors that drive the participant's risk (modifiable risks)
- How participant's can reduce their score and improve their overall health

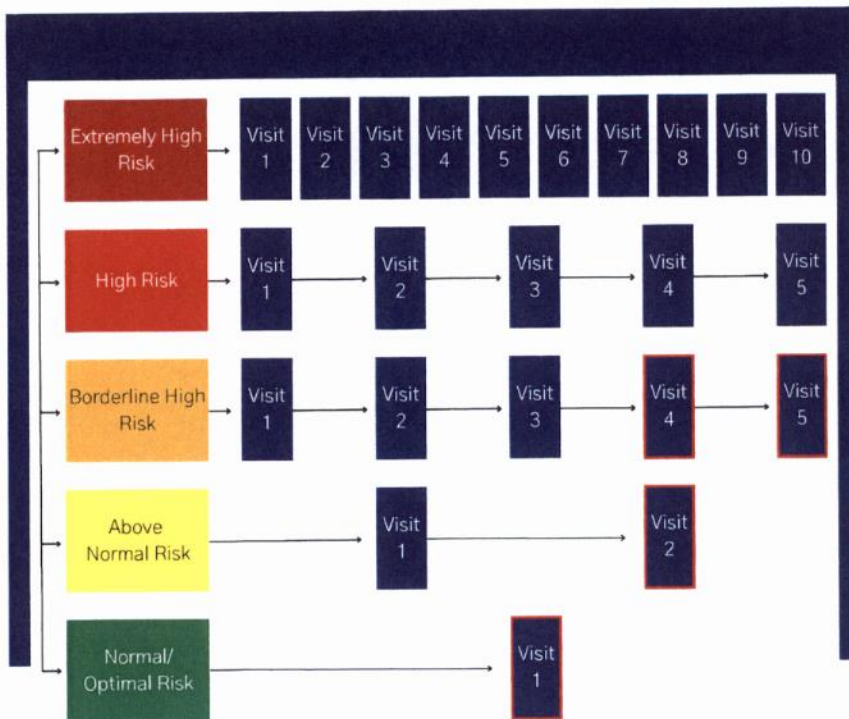
Depending on the participant's KYN risk score, cadence is set for coaching encounters with the provider.



TARGETCARE

RIGHT ON TARGET PROGRAM MODEL

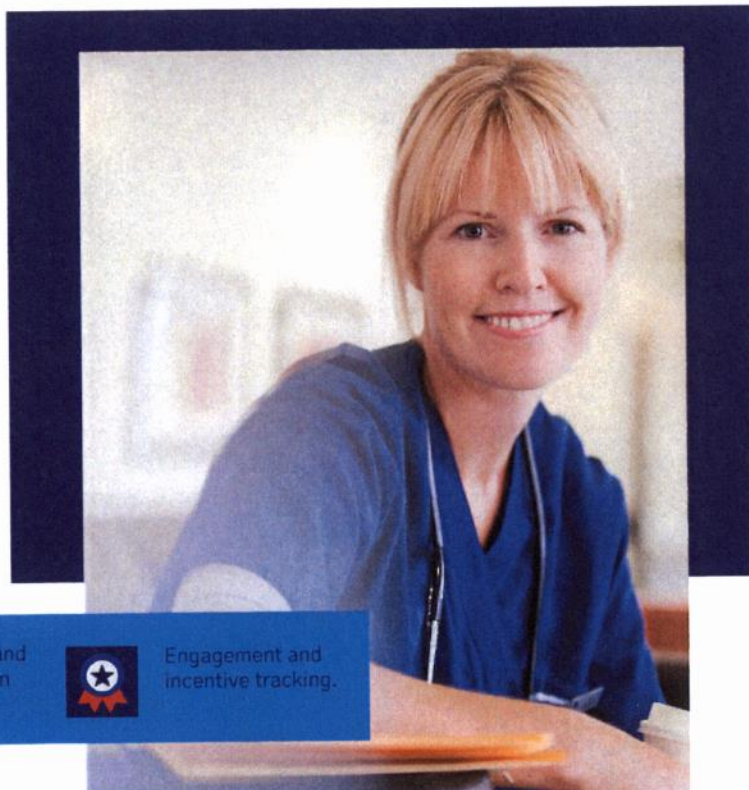
We stratify risk to connect with those who have the greatest need.



TARGETCARE

ADVANCED RN HEALTH COACHING

RN health coach takes a personalized approach with one-on-one coaching to address lifestyle and weight management, disease management, stress & anxiety, hypertension, tobacco cessation, diabetes and more.



Participation and compliance tracking.



Quality metrics and managing gaps in care.



Engagement and incentive tracking.

TARGETCARE

BEHIND THE SCENES SUPPORT

- Our onsite RNs have an internal team to support them with their day-to-day interactions with the participants.
- TargetCare's dedicated client service team is there to assist HR with ongoing support and strategy.
- The internal Engagement Team creates, promotes, and executes wellness initiatives throughout the year.
- Each participant has access to the TargetCare scheduling calendar and our health & wellness resource library.
- All promotional print and digital communications (flyers with QR codes, step-by-step instructions, handouts, and more) are customized and branded.
- Our communication strategy includes individual text and emails to participants to remind them of key events and keep them motivated throughout the year.



TARGETCARE

ENGAGEMENT PROGRAMS

Our engagement programs can consist of access to a user-friendly digital platform hosting webinars, reward tracking capabilities, group wellness challenges, targeted programs, lunch & learns, and more!

Engaged employees impact culture, increase productivity and gain a competitive edge. We'll help create a strategic incentive design aimed at increasing employee engagement in wellness programs.



50%

Higher productivity in organizations with high engagement.

50%

Higher employee satisfaction with high engagement.

44%

Higher profitability with high engagement.

ENGAGEMENT & PROMOTION

- Customizable programming & incentive design
- Healthy Break Stations
- Lunch and Learns
- Wellness challenges
- Targeted programs:
 - Stress management
 - Tobacco cessation
 - Diabetes/Pre-diabetes
- Access to digital platform including:
 - Tracking tools
 - Educational content
 - Scorecard & points tracking

Q1 Engagement Activities



JANUARY

- 1 Healthy Break Station**
 - Topic: Resilience Popcorn
 - Date: N/A
 - Marketing: Flyers, promotional items, handouts
- 2 Individual Wellness Challenge**
 - Topic: Stress Management
 - Duration: 2 weeks (1/4-1/17)
 - How it works: Participants will receive a stressor they faced that day, along with a stress management technique they could use to combat it. They will receive from a list of techniques provided by TargetCare.
 - Marketing: Flyers and calendar for recordings

FEBRUARY

- 1 Healthy Break Station**
 - Topic: Heart Health & Lipids
 - Date: N/A
 - Marketing: Flyers, promotional items, handouts
- 2 Lunch & Learn**
 - Topic: Healthy Food Prep
 - Date: N/A

MARCH

- 1 Healthy Break Station**
 - Topic: Nutrition Education Month
 - Date: N/A
 - Marketing: Flyers, promotional items, handouts
- 2 Team Wellness Challenge - Wellworks**
 - Topic: Heart of our Health
 - Duration: 4 weeks (3/1-3/31)
 - Multi: 3-days
 - Requirements: Points based. Individuals must complete enough points by the end. Multi's can be completed in any order.
 - Marketing: Flyers and Email

Client ABC Sample Wellness Scorecard 2023-2024



To earn \$___ per year towards health insurance premiums, employees must complete a combination of the wellness activities outlined below.

For example, you can earn 8 points by completing the TargetCare biometric screening and review, 8 points for completing two individual wellness challenges, 8 points for getting age/gender preventive screening, and 8 points for completing five visits with your health coach, which would get you to your ___-point goal.

20	Flu Shot
20	Non-Tobacco/Vaping Use Declaration
30	Annual Physical
100	TargetCare Biometric Screening & Review
0-300	TargetCare Health Coaching Compliance
20	Colorectal Screening (Colonoscopy)
20	Mammogram or Prostate Exam
10	Cervical Screening (Pap Smear)
20	Healthy Break Station Attendance (5 pts. each)
20	TargetCare Lunch and Learn Attendance
560	Total Points Possible

ENGAGEMENT & PROMOTION

Client ABC Scorecard Program



TargetCare Baseline Program

To earn \$___ per year towards health insurance premiums, employees must complete the baseline program (complete CHA, Review, and "Right on Target" coaching).

To be eligible for the wellness incentive, you must be an active employee at the time of payout.

Additional Incentive Opportunities

- To earn \$___, employees must complete:
 - Annual TargetCare Baseline Program
 - A combination of the following activities to earn \$1 per point



Activity Type	Activity	Points	How To Get Points
Preventive Care (covered at 100% on your health plan) per age/gender	• Annual Physical	100	Employees will login to mypathwaytohealth.com/targetcare to complete attestation forms for all activities.
	• Colonoscopy	100	
	• Mammogram or Prostate Exam	75	
	• Dental Exam	50	
	• Eye Exam	50	
TargetCare Wellness Activities	• Participate in a Challenge (available twice annually)*	50	Employees login to mypathwaytohealth.com/targetcare
	• Complete a walk, run, or triathlon event*	50	Give race bib to your TargetCare Health Coach
	• View a Webinar within Platform/App (always available)*	25	Access videos through mypathwaytohealth.com/targetcare
	• Attend a Healthy Break Station (available monthly)*	25	Employees must sign in on the roster at each event.

*Activity can be earned a maximum of twice per year.
 Ex: You can earn up to 50 points by attending two Healthy Break Stations during the year, participate in one challenge to earn 50 points, complete your annual physical to earn 100 points and complete a dental exam to earn 50 points, which would get you to your 250-point goal.

Need assistance with portal? Please call TargetCare at 704.333.5575 x 1000, Monday - Friday between 8:30am - 5pm EST.

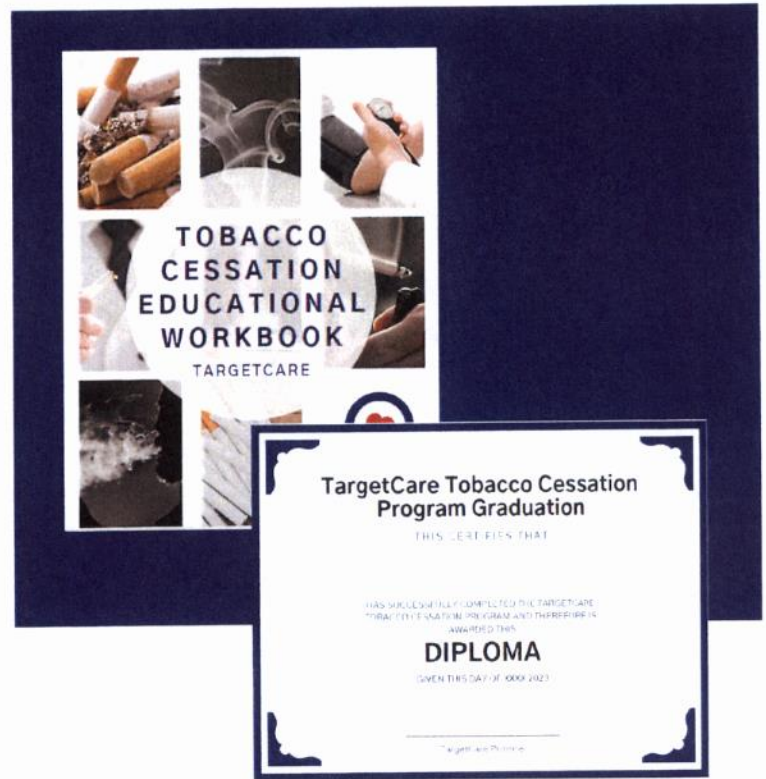
TARGETCARE

TOBACCO CESSATION

TargetCare's tobacco cessation program is an optional program designed to assist employees in their fight against tobacco usage.

This Program:

- Weekly sessions with the TargetCare RN health coach who will encourage and support tobacco cessation.
- Each employee receives a workbook that provides educational information, interactive activities and quizzes, worksheets, and tools.
- This program is offered in a group format as well as a one-on-one sessions and targets all forms of tobacco addiction.
- Can be used as an RAS.



TARGETCARE

CARE NAVIGATION & BENEFIT PROMOTION

- We utilize claims data to address:
 - Chronic condition gaps in care
 - Age/gender specific preventive screenings
 - Medication compliance
 - Appropriate level of care usage (ER/urgent care over-utilization)
- We assist employees in finding a primary care home.
- We promote and support other client benefit offerings:
 - EAP
 - Telehealth
 - Insurance carrier services
 - Formulary compliance
 - External vendor partner programs

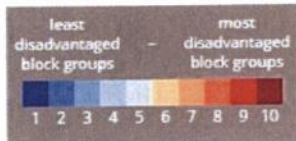


TARGETCARE

STANDARD RAS MANAGEMENT

After the completion of the CHA testing event, the TargetCare health coach will review the employee's risk score during the review consult.


- We track year over year movement & trends.
- Our "Meet People Where They Are" Approach: RAS standards can be adjusted at the individual-level to take into consideration disabilities, geographic locations, and social determinants of health.



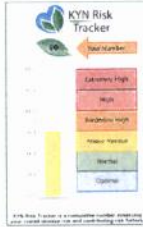
2023 Wellness Goal Worksheet

Why?

In an effort to continue to improve the health of all employees, wellness participants must have a Risk Score of 80 or below OR enter into a Reasonable Alternative Standard (RAS) program to be eligible for the wellness incentive in the 2023 plan year.



Risk Tracker



My Risk Tracker
Score is _____ Max/Min Met

Where is the Risk Tracker Score found?
You can find your risk tracker score located on the bottom right of your Personal Health Summary.

Your health plan is committed to helping you achieve your best health. Rewards for participating in a wellness program are available to all employees. If you think you are unable to meet a standard for a reward under this wellness program, because a medical condition makes it unreasonably difficult or medically inadvisable to attempt to meet the standard, then you might qualify for an opportunity to earn the same reward by different means.

WHY TARGETCARE?



TARGETCARE

CLIENT TESTIMONIAL

“TargetCare’s partnership as our wellness provider has helped our city employees to better understand their health. Their professional health coaches help employees find ways to set goals and make improvements to their overall wellbeing whether it be management of conditions, recommendations on doctors, or in-person appointments. Additionally, TargetCare has helped provide valuable metrics to monitor our healthcare costs and has been a dedicated partner in helping to create a comprehensive, value-added wellness program that has brought benefits to both the organization as well as the employees.”

95%

of participants prevented their overall risk score from increasing across a 5-year cohort study.

1,000

average number of health coaching appointments in a program year.

87%

of participants with a high risk of heart disease or stroke, decreased their risk.

TARGETCARE

PROGRAM SAVINGS & VOI

Through Risk Reduction

Financial Impact Per Condition	Cost Per Occurrence	Occurrence	Total Savings
Obesity	\$4,013	65	\$260,868
Uncontrolled Diabetes	\$17,504	5	\$87,518
Pre-Diabetes	\$8,403	45	\$378,123
Hypertension	\$1,217	27	\$32,851
Hyperlipidemia	\$1,425	47	\$66,979
Smoking	\$2,794	12	\$33,531
Total costs avoided			\$859,873

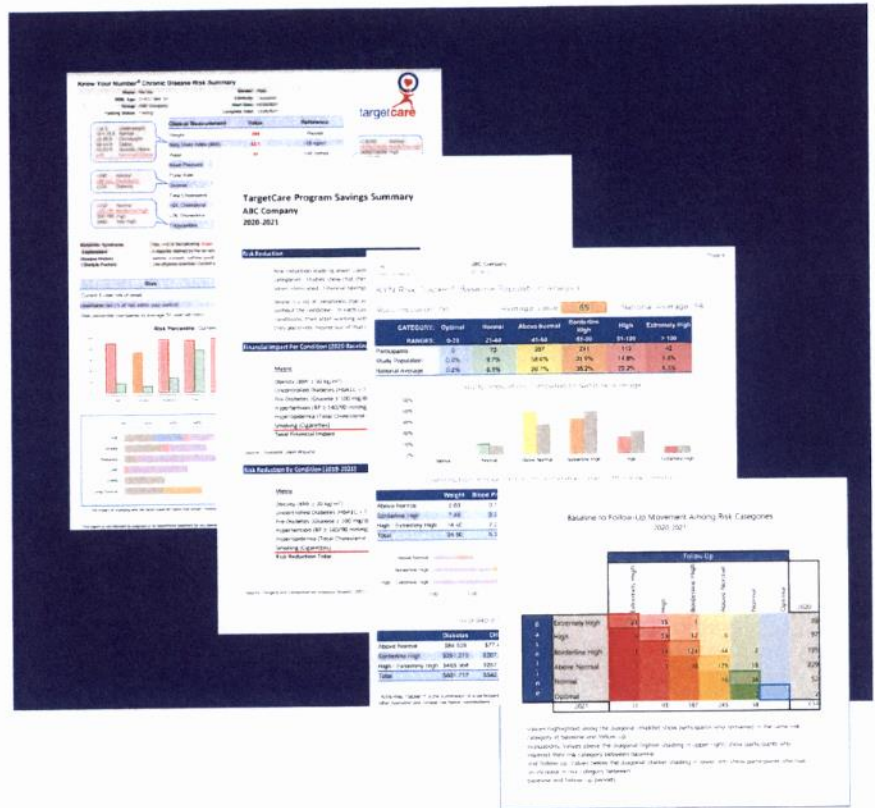
ROI for Risk Reduction: 3 : 1

TARGETCARE

COMPREHENSIVE REPORTING

Standard Reporting We Provide:

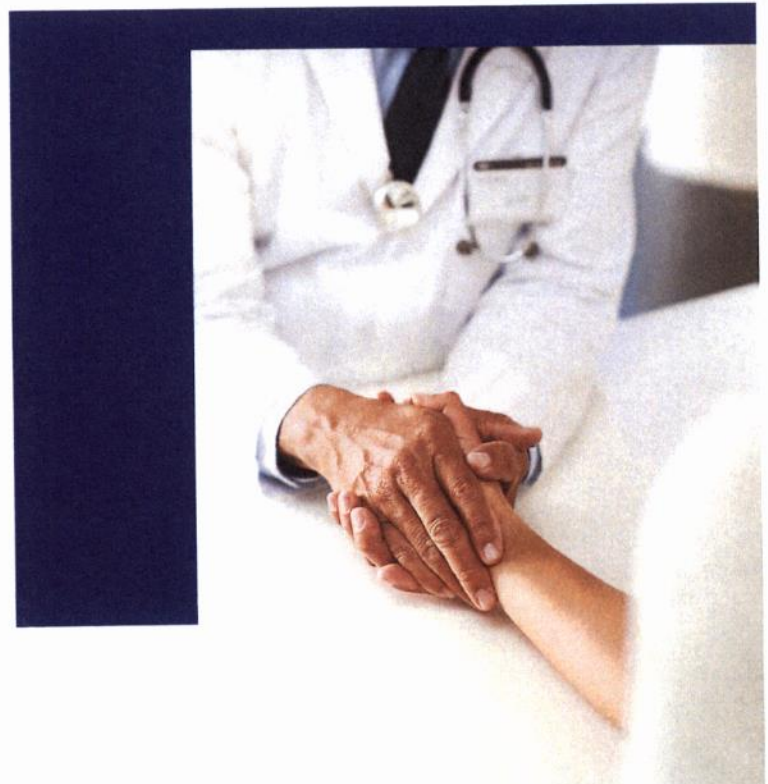
- Quality Metric Report
- Clinic Utilization Report
- "Right on Target" Health Coaching Compliance Report
- Personal Health Scorecard
- Clinical Health Assessment
- Participation Report
- Aggregate Baseline Report
- Aggregate Comparative Report
- Program Savings Summary



TARGETCARE

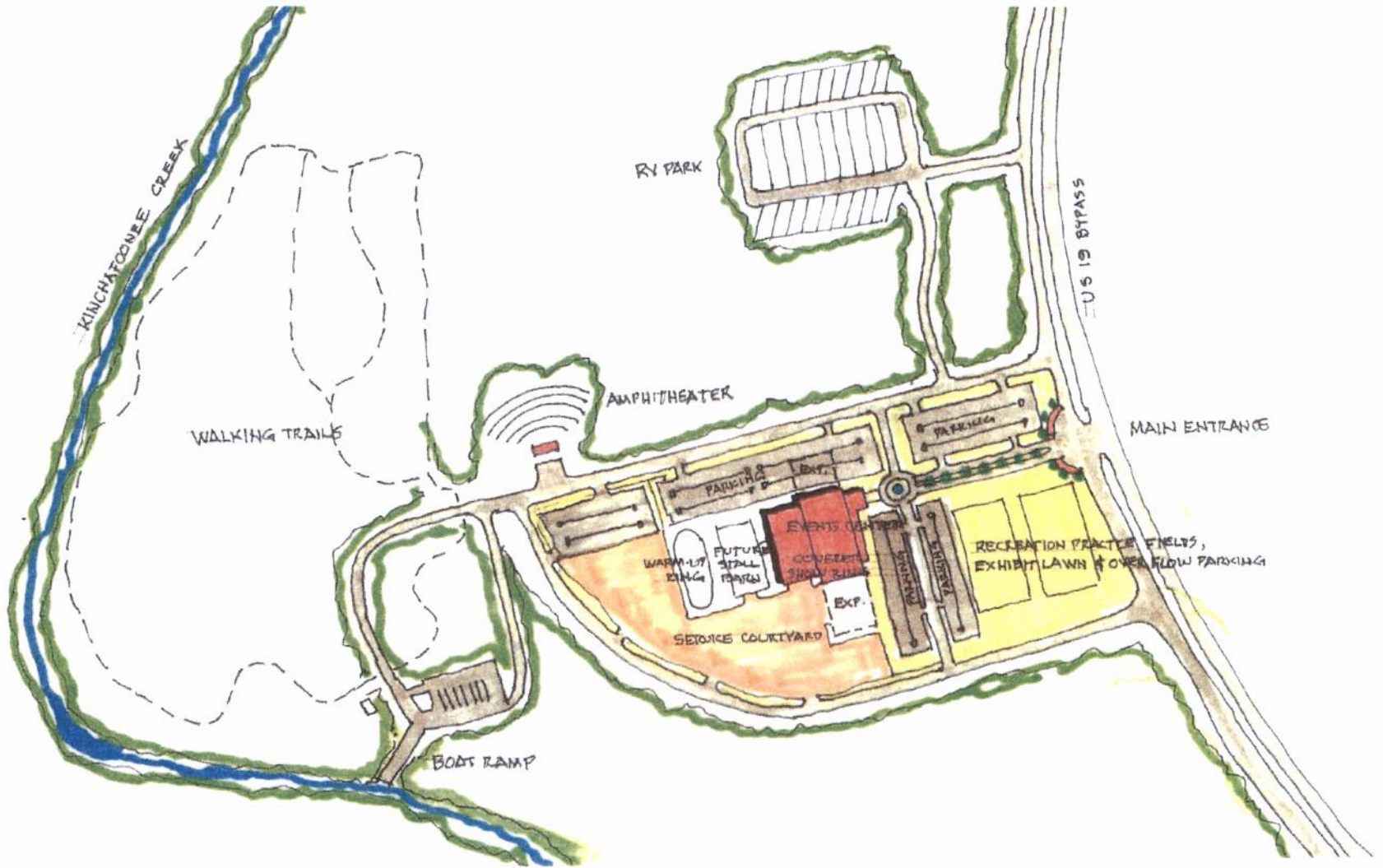
KEY DIFFERENTIATORS

- Registered nurses are utilized for our health coaching programs.
- Robust, internal support team help with ongoing administration and engagement.
- Fully customized and targeted communication plans offer direct messaging via text and email.
- Predictive modeling on future risk, not only at the individual level, but the client as a whole.
- Customizable approach and the ability to enhance our programs over time.
- Holistic, individualized programming via a "Meet People Where They Are" approach.
- Quarterly meetings with the client service team.
- Focus on care navigation with client vendor partners.



QUESTIONS?

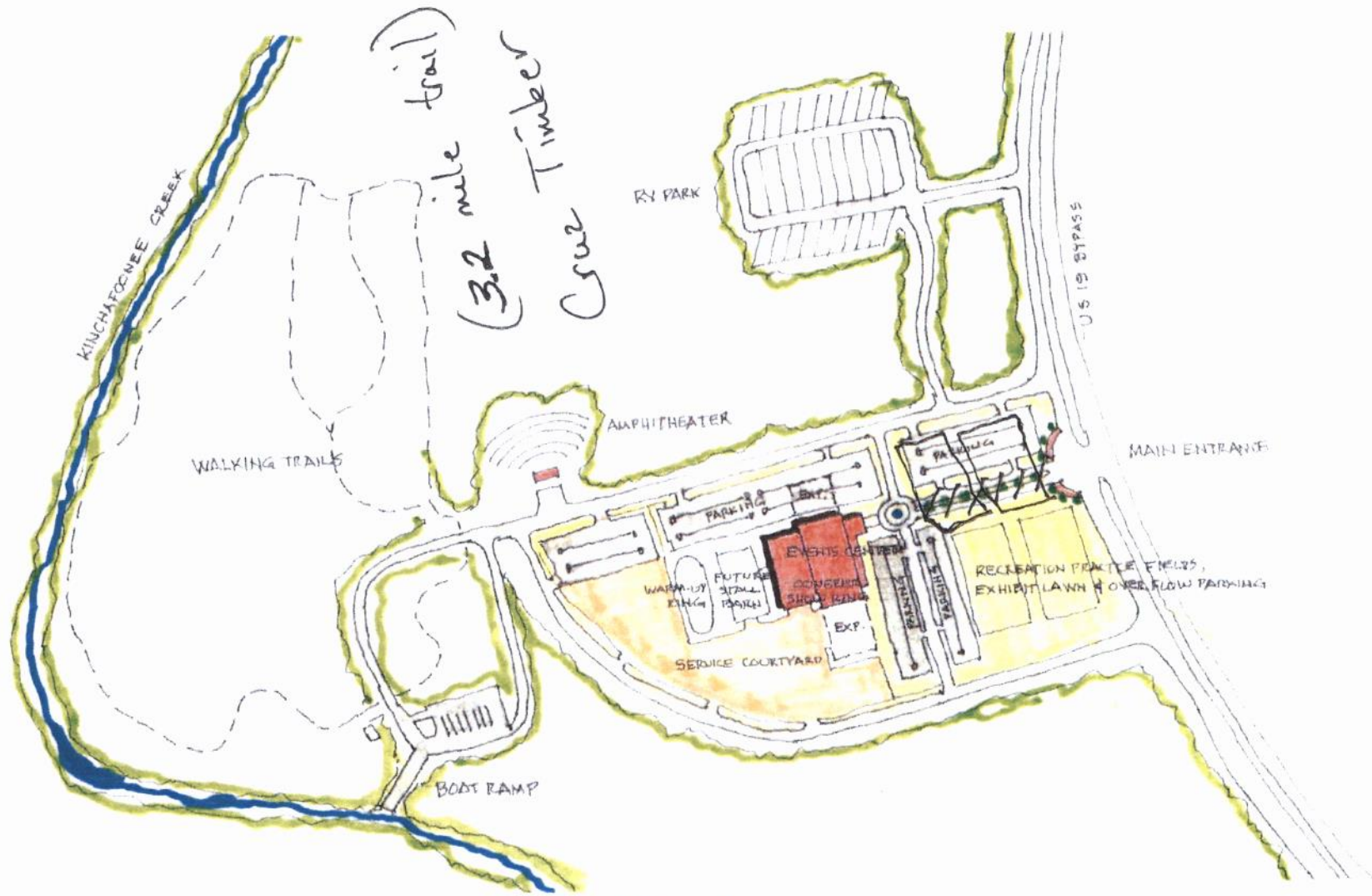




23. Option A

Lee County Multi-Purpose Facility
 Leesburg, Georgia
 CHARLES D. SMITH ARCHITECTURE & PLANNING, LLC





23 Option A

Lee County Multi-Purpose Facility
 Leesburg, Georgia
 CHARLES D. SMITH ARCHITECTURE & PLANNING, LLC

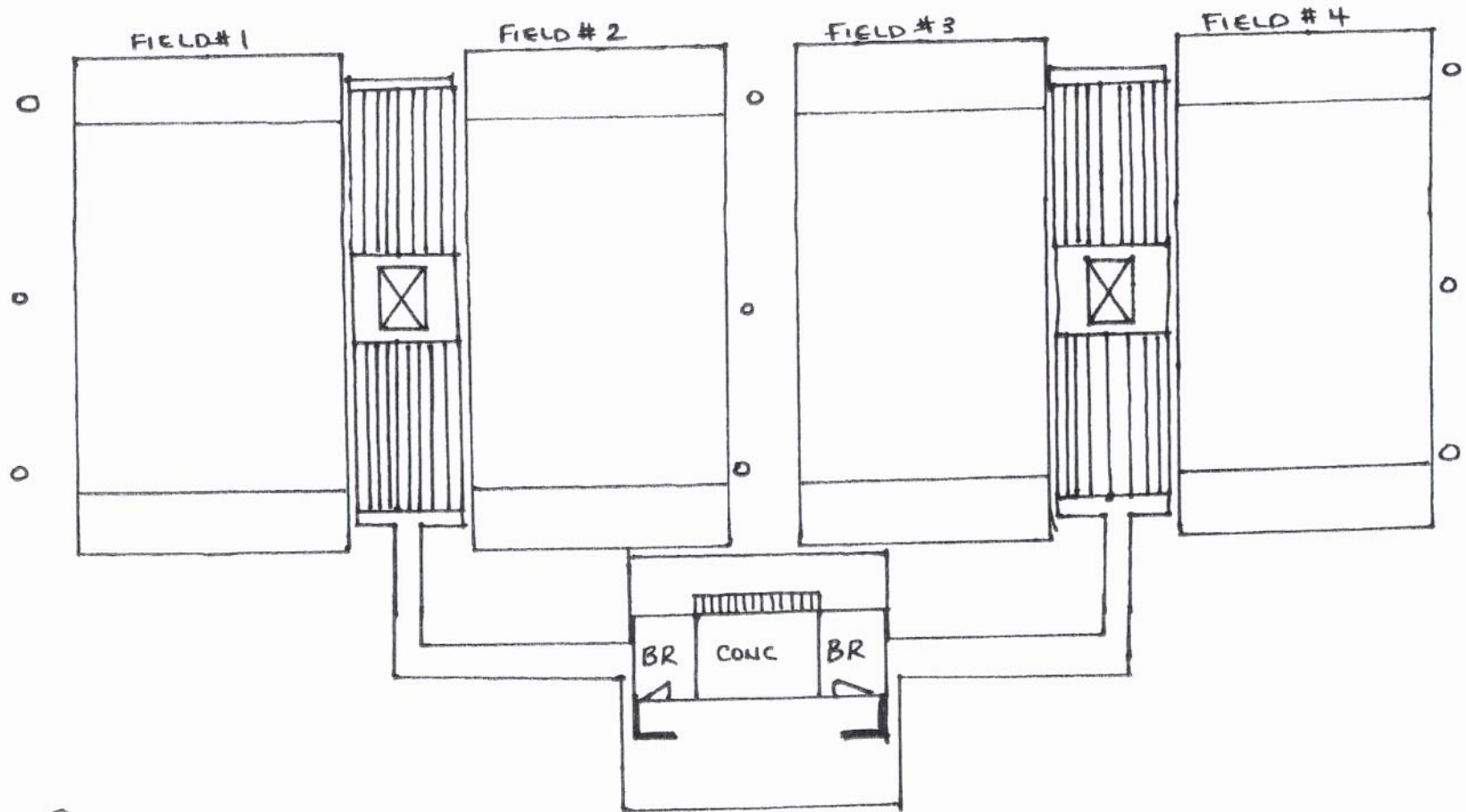




19a. Site Utilities Conditions & Capacities

Lee County Multi-Purpose Facility
 Leesburg, Georgia
 CHARLES D. SMITH ARCHITECTURE & PLANNING, LLC





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FERRIS CONCEPT