



BOARD OF COUNTY COMMISSIONERS

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

TUESDAY, MAY 23, 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

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- | | <u>PAGE</u> |
|--|-------------|
| 1. <u>INVOCATION</u>
Pastor Jonathan LeBarge, New Hope Baptist Church, to lead invocation. | |
| 2. <u>PLEDGE OF ALLEGIANCE</u> | |
| 3. <u>CALL TO ORDER</u> | |
| 4. <u>APPROVAL OF MINUTES</u> | |
| (A) Consideration to approve the minutes for the Board of Commissioners meeting for May 9, 2023. | A - D |
| (B) Consideration to approve the minutes for the Special Called Meeting of the Personnel Committee of the Board of Commissioners for May 9, 2023. | E - F |
| (C) Consideration to approve the minutes for the Special Called Joint Meeting of the Board of Commissioners and Lee County Development Authority for May 15, 2023. | G - H |
| 5. <u>CONSENT AGENDA</u>
NONE | |
| 6. <u>NEW BUSINESS</u> | |
| (A) Recognition of employees' years of service. | 1 |
| (B) Lisa Oosterveen, Deputy Director, ASPIRE Behavioral Health and Developmental Disability Services, to present on Mental Health Awareness Month and discuss services provided by ASPIRE. | |
| Consideration to adopt a proclamation declaring May 2023 as Mental Health Awareness Month in Lee County. | 2 |
| 7. <u>PUBLIC HEARING</u>
NONE | |
| 8. <u>DEPARTMENTAL MATTERS</u>
NONE | |

9. **CONSTITUTIONAL OFFICERS & GOVERNMENTAL BOARDS/AUTHORITIES**
 (A) Consideration to appoint **one (1) member** to the **Tax Assessors Board** for a term of three (3) years. Current term expires 05/31/2023. New term expires 05/31/2026. Letter of interest in reappointment received from Charles “Chuck” Gee. 3 - 5
10. **COUNTY MANAGER’S MATTERS**
 (A) Updates on County projects. 6 - 11
 (B) Consideration to award the bid for Administrative and Related Grant Services for the 2023 CDBG project. 12 - 13
 (C) Consideration to award the bid for Engineering and/or Architectural Grant Services for the 2023 CDBG project. 14 - 15
 (D) Consideration to approve an annual renewal NPDES Permit Contract with Flint River Consulting. 16 - 20
 (E) Consideration to approve an annual renewal On Call Contract with Flint River Consulting. 21 - 25
 (F) Consideration to approve a lease agreement, to expire December 31, 2028, for property located at 297 Foxworth Drive, Leesburg, GA 31763 to Richard and Sherry Benz. 26 - 27
11. **COMMISSIONER’S MATTERS**
 (A) Consideration to ratify the healthcare plan renewal. 28
 (B) Discussion of greenspace.
 (C) Discussion of stormwater.
12. **UNFINISHED BUSINESS**
 NONE
13. **COUNTY ATTORNEY’S MATTERS**
 NONE
14. **EXECUTIVE SESSION**
 NONE
15. **PUBLIC FORUM**
Citizens will be allowed to address the Board of Commissioners regarding any issues or complaints. Individuals should sign up prior to the start of the meeting.
16. **ANNOUNCEMENTS**
 (A) The next regularly scheduled County Commission Meeting is **Tuesday, June 13, 2023 at 6:00pm.**
 (B) The offices of the Lee County Board of Commissioners will be **closed Monday, May 29, 2023** in observance of Memorial Day. County offices will reopen Tuesday, May 30, 2023 for regular business hours. **Residential garbage services will be delayed one day for the rest of the week.**
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 Sharp Building in Leesburg, Georgia between the hours of 9:00 a.m. and 4:00 p.m., Monday through Friday, except holidays, and will assist citizens with special needs given proper notice of seven (7) working days. The meeting rooms and buildings are handicap accessible.



BOARD OF COUNTY COMMISSIONERS

T. PAGE THARP GOVERNMENTAL BUILDING
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TUESDAY, MAY 9, 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, May 9, 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, Vice-Chairman Luke Singletary, 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. The meeting was also streamed on Facebook Live. Chairman Mathis called the meeting to order at 6:00pm.

INVOCATION

Matthew Lampley, Executive Pastor of First Baptist Church Albany, led the invocation.

PLEDGE OF ALLEGIANCE

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

CALL TO ORDER

APPROVAL OF MINUTES

- (A) **Consideration to approve the Board of Commissioners meeting minutes for April 25, 2023.**
Commissioner Singletary made the **MOTION** to approve the Board of Commissioners meeting minutes for April 25, 2023. Commissioner Roland seconded the **MOTION**. The **MOTION** was unanimous with Commissioner Guarnieri and Commissioner Walls voting yea.
- (B) **Consideration to approve the minutes for the Special Called Meeting of the Finance Committee of the Board of Commissioners for April 17, 2023.**
Commissioner Guarnieri made the **MOTION** to approve the minutes for the Special Called Meeting of the Finance Committee of the Board of Commissioners for April 17, 2023. Commissioner Walls seconded the **MOTION**. The **MOTION** was unanimous with Commissioner Roland and Commissioner Singletary voting yea.

CONSENT AGENDA

NONE

NEW BUSINESS

- (A) **Brent Davis, Reliable Engineering, to discuss current road projects.**
Brent Davis, Reliable Engineering, provided the update that all LMIG road projects have been completely resurfaced. The project was delayed on two roads due to waiting on necessary railroad permits; however, once

completed, the railroad crossings were greatly improved. Shoulder work and hydro seeding has also begun and while a few roads are still in need of striping and rumble strips, he stated that the project should be fully completed within two weeks. A punch list will also be created for any repairs needed. Mr. Davis let the Board know that they were anticipating being approximately \$23,000.00 under budget. Mr. Davis also discussed the current project on Park Street, stating that the striping, handicap spots, and signage are in progress and should be done this week.

Vice-Chairman Singletary stated that he appreciated Mr. Davis and applauded the work he has been doing for the County.

(B) **Chad Slaughter, Marsh McLennan Agency, to present on the healthcare renewal.**

Commissioner Singletary made the **MOTION** to table the discussion on the healthcare renewal, based on discussions had at the Special Called meeting held immediately prior to this meeting. Commissioner Walls seconded the **MOTION**. The **MOTION** was unanimous with Commissioner Roland and Commissioner Guarnieri voting yea.

PUBLIC HEARING

NONE

DEPARTMENTAL MATTERS

Lee County Emergency Management Agency

(A) **Consideration to apply for a Hazard Mitigation Grant.**

County Manager Christi Dockery summarized the grant stating that there would be a required match of 25% (approximately \$15,000.00) from the County and staff would like to use the grant for generators (an eligible projects) at various County buildings. The Board voiced support for the grant application and staff was advised to continue with the application.

CONSTITUTIONAL OFFICERS & GOVERNMENTAL BOARDS/AUTHORITIES

(A) **Sheriff's Office and Jail – Consideration to award the bid for Inmate Medical Services.**

Three bids were received. Southern Health Partners is the staff recommendation, with base pricing of \$418,800.00 annually and with added Dental and Mental Health, will bring the first year's price to \$440,264.00. Southern Health Partners will increase by 4% the second and third year of the contract.

Commissioner Walls made the **MOTION** to award the bid for Inmate Medical Services to Southern Health Partners. Commissioner Guarnieri seconded the **MOTION**. The **MOTION** was unanimous with Commissioner Roland and Commissioner Singletary voting yea.

(B) **Superior Court – Judge Sizemore to address the Board regarding the Courthouse expansion project.**

This item immediately followed the healthcare renewal item.

Judge Sizemore discussed current issues at the courthouse, especially handicap accessibility. There is not an elevator inside the courthouse (Lee County is one of two courthouses within the circuit that does not have an elevator), which poses an issue if a handicapped individual needs to be on the jury or otherwise attend court, as the main courtroom is on the second floor.

Judge Sizemore proposed creating an addition to connect to the rear of the original courthouse that would contain a secondary courtroom; thereby, maintaining the architectural beauty and integrity of the original courthouse. Having a secondary courtroom would not only be a solution for the accessibility concerns, but also allow the three (3) Superior Court Judges to hold two jury trials at one time. An addition would also allow potentially for an office area where one of the Judges may have their permanent chambers located and also provide additional bathrooms. Photographs provided by Judge Sizemore were shown as examples.

Within the circuit, Lee County has the highest population and the second biggest caseload. Superior Court Judges see felony cases, divorces, civil cases over \$15,000.00, and those misdemeanor cases in which a jury is

requested. Several years ago, the area formerly used as the jail was renovated to include a smaller satellite courtroom in an attempt to accommodate individuals who could not attend court in the upstairs courtroom; a room Judge Sizemore stated is frequently used.

Judge Sizemore asked the Board to consider the creation of a committee to further discuss the project and conduct a needs analysis of sorts. Chairman Mathis asked County Manager Christi Dockery to begin putting a committee together, at Judge Sizemore's request. Judge Sizemore added that he would like to serve on that committee.

Commissioner Roland asked if it would be beneficial to institute a State Court in Lee County, to which Judge Sizemore replied that it could potentially make things easier in terms of misdemeanor cases. Judge Sizemore also suggested that the Superior Court set aside a certain number of weeks to focus on misdemeanor cases.

COUNTY MANAGER'S MATTERS

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

County Manager Christi Dockery discussed ongoing projects in the County: (1) DNR has nearly completed the engineering for the boat ramp to be located on the 100 acres at Jackson's Ford Landing; and (2) the 2023 CDBG project will focus on an infrastructure project for a mobile home park within the County, that application is due by June, and the project will take approximately 18 months.

(B) **Consideration to approve a renewal contract for the Public Defender for July 2023 – December 2023.**

Commissioner Singletary made the **MOTION** to approve a renewal contract for the Public Defender for July 2023 – December 2023. Commissioner Guarnieri seconded the **MOTION**. The **MOTION** was unanimous with Commissioner Roland and Commissioner Walls voting yea.

(C) **Discussion of speed humps.**

Commissioner Singletary stated that there have been many requests for speed humps and suggests the County go back to a petition process or have a standard procedure that requires a certain percentage of the property owners on the street to voice support of the installation of a speed hump. The individual requesting the speed hump would be responsible for seeking out the required percentage of signatures. The Board voiced support, but added that the placement needed to make sense.

(D) **Consideration to declare vehicles surplus.**

Commissioner Singletary made the **MOTION** to declare the following vehicles surplus to be sold on GovDeals: a 2008 Ford Crown Victoria VIN: 1007, a 2010 Ford Crown Victoria VIN: 6329, and a 2002 Ford F-150 Pick Up Truck VIN: 4734. Commissioner Roland seconded the **MOTION**. The **MOTION** was unanimous with Commissioner Guarnieri and Commissioner Walls voting yea.

COMMISSIONER'S MATTERS

(A) **Discussion of the Lee County Medical Center.**

Commissioner Roland began the discussion by voicing concern over the Hospital Authority and the issuance of the \$30 million in bonds. Chairman Mathis stated that the Hospital Authority members have no immediate intentions regarding the \$30 million bonds at this point and added that the Development Authority will be reimbursing the County for funds spent up to this point.

Chairman Mathis asked staff to set up a joint meeting with the Development Authority and Board of Commissioners for the discussion of the development of the Grand Island property and other projects.

UNFINISHED BUSINESS

NONE

COUNTY ATTORNEY'S MATTERS

NONE

EXECUTIVE SESSION

NONE

PUBLIC FORUM

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

No citizens took part in the Public Forum.

ANNOUNCEMENTS

- (A) The next regularly scheduled County Commission Meeting is **Tuesday, May 23, 2023 at 6:00pm.**
- (B) The offices of the Lee County Board of Commissioners will be **closed Monday, May 29, 2023** in observance of Memorial Day. County offices will reopen Tuesday, May 30, 2023 for regular business hours. **Residential garbage services will be delayed one day for the rest of the week.**
- (C) The garbage transition is still ongoing. Several cans from the old garbage service have not been picked up yet, citizens are asked to please be patient during this time as they make rounds to pick the remaining cans up. Staff currently has a list and is working with the company to get these picked up.

ADJOURNMENT

The meeting adjourned at 6:45PM.

Facebook video link: <https://www.facebook.com/leecountyga/videos/255511416953315>

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The meeting rooms and buildings are handicap accessible.



LEE COUNTY

Life works well here

BOARD OF COUNTY COMMISSIONERS

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

TUESDAY, MAY 9, 2023 AT 4:30PM
T. PAGE THARP BUILDING
KINCHAFOONEE CONFERENCE ROOM
WWW.LEE.GA.US

SPECIAL CALLED MEETING
PERSONNEL COMMITTEE

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 Personnel Committee of Lee County Board of Commissioners met for a Special Called Meeting on Tuesday, May 9, 2023 at 4:30pm. The meeting was held in the Kinchafoonee Conference Room of the Lee County T. Page Tharp Governmental Building in Leesburg, Georgia. Those present from the County were Chairman Billy Mathis, Commissioner Luke Singletary, Commissioner Chris Guarnieri, Commissioner George Walls, County Manager Christi Dockery, Finance Director Heather Jones., Human Resources Director Brandy Hoey, and County Clerk Kaitlyn Good. Also present was Chad Slaughter and Heather Land from Marsh McLennan Agency. Commissioner Dennis Roland entered the meeting at approximately 5:15pm. Commissioner Singletary, Chairman of the Personnel Committee, called the meeting to order at 4:35PM.

CALL TO ORDER

- (A) **Chad Slaughter, Senior Vice President of Employee Health and Benefits for Marsh McLennan Agency, LLC, to present on healthcare.**

Handouts were provided to the Board and staff members present.

Know the Costs

This is a service targeted at imaging services (i.e. CT, MRI, Ultrasound, X-Ray, PET, etc.). There is a direct contract with American Health Imaging (formerly Albany Diagnostic Center) for this service that offers significant discounts with lower pricing and no out of pocket costs for employees. Members have \$0 cost share when using Know the Costs. During the first quarter, there was a reported approximate \$13,000.00 in savings with 15 total scans. In previous years, there has been a total of \$60,000.00 – \$70,000.00 in savings annually. Mr. Slaughter emphasized that this service is mainly dependent on word of mouth.

Teladoc – Healthiest You

This service offers telemedicine with no copay requirement. The following components are offered with Healthiest You: General medical, dermatology, nutritional counseling, neck and back care, expert medical services, and mental health counseling. The County currently pays \$10 per employee for this service and Mr. Slaughter informed the Board that there is a \$1.00 increase and an added component to focus on adolescent mental health. In the current report period (March 2022 – February 2023), there were 85 visits for general medical, 14 visits for mental health, 1 visit for dermatology, and 5 visits for nutrition.

Claims Experience/ Utilization

There are three levels of health care plan: Platinum (53 employees), Gold (86 employees), and Silver (HSA – 49 employees). Overall, the plan is running well, with only a few large claims. There are currently 185 employees and 383 total members on the medical insurance. The overall claims report shows the maximum claim liability, medical paid claims, Rx paid claims, total paid claims, amount over specific, total NET paid claims, fixed cost, and average net claim cost per PEPM for the year 2022-2023 to date. Through March 2023, the total maximum claim liability is \$2,661,986.00. Mr. Slaughter added that there are two types of reinsurance that we purchase: Specific

(reinsurance on any one individual with the threshold of \$80,000.00, the stop-loss) and Aggregate (protects the group/ plan as a whole). The reinsurer has paid out approximately \$480,000.00 this year to date.

Large Claim Activity

This past year, three individual claims were laseder; however, there is only one of these claims that has continued on into this current year. The laseder claims show a total of \$692,985.00 over the specific deductible of \$80,000.00.

Medical Renewal and Marketing Results

Out of those that responded to the RFP from Marsh McClellan, the best firm proposals came from Anthem BlueCross BlueShield (incumbent) and UMR Symetra. UMR has been used in the past. The proposal summaries in depth can be seen on page 16 of the provided handout. No proposal offered rates lower than what is current. For Anthem's proposal, there is a slight decrease in the administration costs from this year at \$122,006.00 vs. \$127,392.00, while UMR is higher at \$156,362.00. Additionally, for the Annual Total Fixed Cost, Anthem's proposal is \$1,213,284.00, while UMR is \$1,072,554.00, but both are higher than the current rate of \$949,186.00. The current annual maximum claim cost is \$3,535,938.00, with Anthem's proposal being \$3,550,960, and UMR's proposal being \$3,345,420.00. Both Anthem and UMR list an additional laser liability of \$120,000.00.

Employee Contributions

Page 19 of the provided handout details the 2022-2023 Current Employee Contributions. The Platinum Plan was increased by 5% last year. The current contribution revenue is \$420,729.00; if the Platinum Plan is increased by another 5%, the contribution revenue will be \$478,180.00, and if increased by 10% would be \$537,285.00.

Recommendations

Mr. Slaughter recommended maintaining Know the Costs and Teledoc as well as not changing the employee contribution to the Gold or Silver Plans. The Board and staff discussed the possibility of eliminating the Platinum plan altogether, as has been considered in years past as well as increasing the employer contribution for the Silver Plan. The Board and staff also discussed increasing the employer contribution to the Silver Plan as a draw for employees to sign up for that plan.

Mr. Slaughter asked that the Board and staff allow him to contact Anthem BlueCross BlueShield again for renegotiation since receiving the proposal from the other carrier just this same day. The Board agreed and Mr. Slaughter stated that he would have his full recommendation sent in as soon as possible so that the Board may vote accordingly at an upcoming meeting.

Mr. Slaughter's presentation at the regularly scheduled meeting of the Board of Commissioners set to immediately follow the present meeting was cancelled per these discussions.

EXECUTIVE SESSION

NONE

PUBLIC FORUM

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

No citizens took part in the Public Forum

ANNOUNCEMENTS

- (A) The next regularly scheduled County Commission meeting is **Tuesday, May 9, 2023 at 6:00pm.**

ADJOURNMENT

The meeting was adjourned at 5:40pm.

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BOARD OF COUNTY COMMISSIONERS

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

MONDAY, MAY 15, 2023 AT 5:00PM
T. PAGE THARP BUILDING
KINCHAFOONEE CONFERENCE ROOM
WWW.LEE.GA.US

SPECIAL CALLED JOINT MEETING
DEVELOPMENT AUTHORITY

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 and Lee County Development Authority met for a Special Called Joint Meeting on Monday, May 15, 2023 at 5:00pm. The meeting was held in the Kinchafoonee Conference Room of the Lee County T. Page Tharp Governmental Building in Leesburg, Georgia. Those present from the Board of Commissioners were Chairman Billy Mathis, Commissioner Dennis Roland, Commissioner Luke Singletary, Commissioner Chris Guarnieri, Commissioner George Walls, County Manager Christi Dockery, and County Clerk Kaitlyn Good. Those present from the Development Authority were Chairman Greg Crowder, Tim Davis, Bobby Donley, Phil Franklin, Al Manry, Keith Miller, Dr. Jason Miller, David Brokamp, and Executive Director Lisa Davis. Chairman Mathis called the meeting to order at 5:07PM.

CALL TO ORDER

(A) Discussion of various potential development projects around the County.

Handouts were provided to the Boards and staff members present.

Chairman Mathis opened the discussion regarding the Grand Island property (approximately 158 acres) by stating there were several areas of discussion needed, including: A recreational component, commercial component, residential component, the potential of an amphitheater, and the main roadway, all of which can be done in phases. Chairman Mathis suggested the commercial piece be the last bit of planning completed. The whole property needs to be extremely planned out and the residential area should be unique. The Development Authority could have an agreement with several local builders.

Regarding drainage, the large pond is the only one required for the property, all others have been filled in, with drainage going to the creek. The sewer expansion project is being planned for the area and the power line easement also runs through the property. Chairman Mathis stated this was the perfect time for additional commercial and recreational development, especially in that area, and this can be done with very little investment from the County. This area will likely become a high traffic generator with the commercial lots having more of an emphasis on local vendors, restaurants, and shops. The County-run amphitheater will also be draw to the property.

Chairman Crowder stated that the planned main road needs to be adjusted a little to accommodate the current recreation project proposal and also asked how the Boards felt regarding the hospital portion of the property. Chairman Mathis suggested leaving it as is so that even if it doesn't end up being a hospital, it can potentially be a medical office community. Commissioner Singletary added that while the main road was important, he questioned the necessity of the smaller road connecting that road to Ledo Road and asked staff if the County had a perpetual easement on the property on Ledo Road to be able to build the road. There is no easement seen on the Tax Assessor's website. Based on that, we cannot count on this being an entrance or exit just yet.

County Manager Christi Dockery mentioned the property owner may be willing to exchange land with Lee

County to combine his property with the county's land with the GA Power easement. Bobby Donley added that we could speak with the same property owner about doing a land exchange for another area of land to better carve out the residential area. Everyone present was in agreement that land should not be given away to any developers, but that an appropriate price should be considered, either for lease or purchase (to be determined by the Development Authority). Chairman Crowder stated that when staff has approached appraisers to evaluate the land, no one wants to appraise the property and provide a value because there is no infrastructure and part of it is not able to be developed. The objective is not for the Development Authority to own only the land that's undevelopable and sell all the "good land".

Bobby Donley added that the discussed ideas for residential area seems to fit what is called a Planned Unit Development (PUD), with single family attached housing that would be units with individual ownership, not rented. The lots would be purchased and the units built under a strict covenant or guide set by the Development Authority, but each owner may select their own builder. The PUD could be modified if needed.

Chairman Crowder stated that the developer of the recreation project wants to move fast and is ready to get started and explained that the Development Authority had previously decided to allow only 15 acres be utilized for the project, at least for Phase 1. Everyone present voiced support. The recreation project also included an amphitheater; however, it was agreed that the placement of said amphitheater in the developer's proposed plan was not as beneficial or desirable as the one the County had planned on the other side of the property. The developer wants the existing tennis courts to create pickle ball courts, so the entire project will be in that general area. The suggestion and idea also arose that the developer for the recreational project also build the portion of the main road for the section of property he would need it to be on.

This proposed project has the ability to tap into the existing water and sewer; however, the property will need a new lift station (takes approximately one year to build) to accommodate the full development of the entire property. There is currently water on Capstone Connector and Grand Island Drive. Commissioner Guarnieri also suggested doing a right of first refusal on the property. There will be strong restrictions and/or covenants for any development of the property. There will most likely need to be a developer or project manager in charge.

Discussions will continue amongst the Development Authority and Board of Commissioners about the property and any future potential projects. Another joint meeting will be planned.

EXECUTIVE SESSION

NONE

PUBLIC FORUM

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

No citizens took part in the Public Forum

ANNOUNCEMENTS

- (A) **Lee County and the Cities of Leesburg and Smithville** are conducting a Public Hearing to update the Lee County Joint Comprehensive Plan on **Tuesday, May 23, 2023 at 5:30pm** in the Opal Cannon Auditorium of the T. Page Tharp Governmental Building, located at 102 Starksville Avenue North, Leesburg, Georgia 31763.
- (B) The next regularly scheduled County Commission meeting is **Tuesday, May 23, 2023 at 6:00pm**.
- (C) The offices of the Lee County Board of Commissioners will be **closed Monday, May 29, 2023** in observance of Memorial Day. County offices will reopen Tuesday, May 30, 2023 for regular business hours. **Residential garbage services will be delayed one day for the rest of the week.**

ADJOURNMENT

The meeting was adjourned at 6:12pm.

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**MEMORANDUM
LEE COUNTY BOARD
OF COMMISSIONERS**

TO: Honorable Board of County Commissioners
SUBJECT: Employee Years of Service Recognition
MEETING DATE: Tuesday, May 23, 2023

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

- 5 years – Corrie Futch – Property Appraiser
- 5 years – Jack Smith – Deputy, Sheriff's Office
- 5 years – Melinda Newberry – Utility Billing Specialist

Mental Health Month 2023

“Look Around, Look Within”

WHEREAS, the area that someone lives in plays a significant role in their overall health and well-being; and

WHEREAS, surroundings can impact if, how, and when a person’s needs are met, which in turn affects mental health; and

WHEREAS, having safe, stable, and healthy home conditions set the foundation for achieving and maintaining good mental health; and

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

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

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

THEREFORE, I Billy Mathis, do hereby proclaim May 2023 as Mental Health Month in Lee County. As the Chairman, I also call upon the citizens, government agencies, public and private institutions, businesses, and schools in Lee County to recommit our community to increasing awareness and understanding of mental health, the steps our citizens can take to protect their mental health, and the need for appropriate and accessible services for all people with mental health conditions.

Billy Mathis, Chairman

**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 Starksville Avenue North
Leesburg, Ga. 31763
(229) 759-6000
www.lee.ga.us
payton.harris@lee.ga.us

Vacancies will be open until filled.

Current Volunteer Board Vacancies	Vacancies	Expires	Term
Regional Commission Council of Southwest Georgia	1	01/01/2023	1 Year

Upcoming Volunteer Board Vacancies	Vacancies	Expires	Term
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"

Tax Assessors Board

District	Name & Address	Term	Appointing Authority
3 08/31/2018	Timothy Sumners 271-C Crotwell Road Leesburg, GA 31763	3 Year Term Expiring on 08/31/2025	County
4 7/16/2019	Johnny Barthlein 156 Pheasant Drive Leesburg, GA 31763	3 Year Term Expiring on 05/31/2024	County
1 05/31/2000	Chuck Gee 138-F Uncle Jimmy's Lane Leesburg, GA 31763	3 Year Term Expiring on 05/31/2023	County
<p>Members must be Lee County citizens. Board meetings are held on the second Monday of each month at 4:00 PM at the Tax Assessor Office, 104 Leslie Highway, Suite B, Leesburg, GA 31763.</p> <p align="center">Dennis Lee, Chief Appraiser</p> <p align="center">Telephone: (229) 759-6010; FAX: (229) 759-6382; Website: www.qpublic.net/ga/lee/</p> <ul style="list-style-type: none"> <li align="center">• Board Members: paid \$150/mthly 			

BOARD MEMBERS:

TIM SUMNERS, CHAIRMAN

JOHNNY BARTHLEIN, VICE-CHAIRMAN

CHARLES A. GEE, MEMBER

AFFILIATIONS:

(GAAO) GEORGIA ASSOCIATION
OF ASSESSING OFFICIALS

GAP GROUP, INC.

LEE COUNTY
BOARD OF TAX
ASSESSORS

104B LESLIE HIGHWAY
LEESBURG, GEORGIA 31763

(229)759-6010

QPUBLIC.NET/GA/LEE

OFFICE STAFF:

DENNIS LEE
CHIEF APPRAISER

KAREN M. COE
SENIOR APPRAISER

JASON SCOTT
GENERAL APPRAISER

CORRIE FUTCH
PERSONAL PROPERTY APPRAISER

RITA CLINE
ADMINISTRATIVE ASSISTANT

April 11, 2023

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

Gentlemen:

My term as a member of the Lee County Board of Tax Assessors expires on May 31, 2023.

I would like to continue serving the citizens of Lee County and respectfully request that I be reappointed to a new term.

Thank you.



Charles A. Gee, Jr



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.
- 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 2024 CDBG project

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

- Improvements to the Property
 - Renovation of Covered Building: New roof, fresh paint, picnic tables, electrical system, well
 - Bobby Donley, Lanier Engineering, provided proposed site plan
 - Proposal submitted to the BOC for review
 - Trails: ¾ mile walking trail that runs along a 46 foot high ridgeline above the Kinchafoonee Creek and has a seasonal view of the waterway
 - Eight (8) picnic tables as well as a number of trash cans have been placed along this trail on the creek side
 - Directional signs for the area ordered (i.e. Parking, No Parking, trail markers, boundary signs, etc.)
- Future Improvements
 - Defining the road
 - Rocking the area on top of the ridgeline for a parking area
 - Placing a gate at the trailhead so that the area can be closed to public for safety during high water events
- Planning/Designing Committee created by the Board at the May 11, 2021 meeting
 - **Committee Members:** Art Ford, Tim Sumners, Tom Sumners, Bobby Donley, Lisa Davis, David Dixon, Judy Powell, Commissioner Rick Muggridge, Commissioner Luke Singletary, County Manager Christi Dockery, Parks & Recreation Director Jeremy Morey, Chief Marshal Jim Wright
 - **First Meeting:** June 14, 2021
 - **Second Meeting:** November 15, 2021
 - **Third Meeting:** January 11, 2022

2020 Census Numbers

- Lee County: 33,179
- 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
- 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
- Project is 95% complete
 - Awaiting glass doors for trophy case and touch up painting

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. Striping remains to be completed.
 - 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
 - Completed: May 2023

Park Street

- Leesburg and Lee County will partner in restriping Park Street and the baseball field parking spaces
- Approximately 14 handicap spaces will be included
- Estimated cost is \$9,244.00
- Completed: May 2023

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 and recorded
- Estimated Start Date: Summer 2023
 - Detour will be implemented during this construction.

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

- GDOT project - DARTS support
- Will connect Westover Road and Ledo Road at Capstone Connector
- Oxford has begun work
- 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: May 23, 2023
- Results to be brought before the Board on June 13, 2023
- Board voted to table the bid on April 11, 2023 and republish after an original bid opening on April 6, 2023

Administrative and Related Grant Services for the CDBG

- Bid Opening: May 7, 2023
- Results to be brought to the Board on May 23, 2023

Engineering and/or Architectural Grant Services for the CDBG

- Bid Opening: May 9, 2023
- Results to be brought to the Board on May 23, 2023

Recently Awarded

Inmate Medical Services

- Bid Opening: April 27, 2023
- BOC awarded bid on May 9, 2023 to **Southern Health Partners**
- Base pricing of \$418,800.00 annually and with added Dental and Mental Health, will bring the first year's price to \$440,264.00
- Will increase by 4% the second and third year of the contract
- Service to begin July 1, 2023

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
- Completion: April 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 began May 2023

Future

Fencing

- Approved by BOC at April 25, 2023 meeting
- Staff writing RFP documents
- To be placed at several County facilities
- Projected Bid Opening: July 2023

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 finalizing RFP documents
- Projected Bid Opening: July 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



MEMORANDUM LEE COUNTY BOARD OF COMMISSIONERS

TO: Honorable Board of County Commissioners

SUBJECT: 2023 CDBG Administrative and Related Grant Services

MEETING DATE: Tuesday, May 23, 2023

MOTION/RECOMMENDATION

Motion to award the bid for the replacement of the 2023 CDBG Administrative and Related Grant Services. Staff recommends awarding the bid to Bob Roberson & Associates, Inc., the highest rated scoring bidder, for a total score of 11.67.

BACKGROUND

Sealed written bids were accepted from qualified vendors for 2023 CDBG Administrative and Related Grant Services. All bids were opened at 5:00pm on Thursday, May 11, 2023 in the County Manager's Office of the T. Page Tharp Governmental Building.

Sealed written bids were received from five (5) vendors:

<u>Vendor</u>	<u>Rating</u>
Bob Roberson & Associates, Inc	11.67
Associates in Local Government Assistance	8.33
AE Engineering	7.00
Berry Dunn	6.33
Viicis	1.67

ATTACHMENTS

Proposal from Bob Roberson & Associates, Inc.
Proposal from Associates in Local Government Assistance
Proposal from AE Engineering
Proposal from Berry Dunn
Proposal from Viicis

Average Score

Bob Roberson & Associates, Inc	11.67
Associates in Local Government Assistance	8.33
AE Engineering	7.00
Berry Dunn	6.33
Viicis	1.67

Allen/Smith Consulting	No response
Governmental Consulting Unlimited	No response
Grant Specialists of Georgia	No response
The Steadly Firm	No response
Carol's Consutling	No response



MEMORANDUM LEE COUNTY BOARD OF COMMISSIONERS

TO: Honorable Board of County Commissioners

SUBJECT: 2023 CDBG Engineering and/or Architectural Grant Services

MEETING DATE: Tuesday, May 23, 2023

MOTION/RECOMMENDATION

Motion to award the bid for the replacement of the 2023 CDBG Engineering and/or Architectural Grant Services. Staff recommends awarding the bid to Still Waters Engineering, the highest scoring bidder, for a total score of 10.33.

BACKGROUND

Sealed written bids were accepted from qualified vendors for 2023 CDBG Engineering and/or Architectural Grant Services. All bids were opened at 5:00pm on Thursday, May 11, 2023 in the County Manager's Office of the T. Page Tharp Governmental Building.

Sealed written bids were received from five (5) vendors:

<u>Vendor</u>	<u>Rating</u>
Still Waters Engineering	10.33
Lanier Engineering	10.00
EMC Engineering	9.67
Reliable Engineering	8.33
AE Engineering	5.33

ATTACHMENTS

Proposal from Stillwaters Engineering
Proposal from Lanier Engineering
Proposal from EMC Engineering
Proposal from Reliable Engineering
Proposal from AE Engineering

Average Score

Stillwaters Engineering	10.33
Lanier Engineering	10.00
EMC Engineering	9.67
Reliable Engineering	8.33
AE Engineering	5.33

Innovate Engineering Solutions	No response
Goodwin, Mills & Cawood	No response
Watkins & Associates	No response
Carter and Sloop, Inc.	No response
Ingram and Associates	No response
P.C. Simonton & Associates, Inc	No response
Hofstadter and Associates, Inc	No response
G. Ben Turnipseed Engineers, Inc	No response
SRJ Engineering	No response



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

PROFESSIONAL SERVICES AGREEMENT

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

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

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

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

FEES: **BASIC SERVICES:** For services described in Exhibit A, the Lump Sum Fee is **\$16,500**, and shall be billed in twelve (12) equal monthly invoices.

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

RETAINER for this project is not required.

TERMS: The Terms of the Agreement follow this page.

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

Lee County Board of Commissioners

Flint River Consulting, LLC (FRC)

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A – SCOPE OF WORK

NPDES Permit:

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

Exclusions:

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

Exhibit B

Flint River Consulting, LLC
2023 Standard Hourly Rates

<u>Engineering/Landscape Architecture/ROW</u>	<u>Hourly Billing Rate</u>
Project Manager	\$150
Senior Engineer	\$165
Clerical	\$40

TERMS OF THE AGREEMENT

as provided herein.

1. NOTICE TO PROCEED

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

2. HOURLY RATES

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

3. DIRECT EXPENSES

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

4. RETAINER, PAYMENT, SUSPENSION

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

5. COLLECTION COSTS

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

6. TERMINATION

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

7. OUTSIDE SERVICES

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

8. ASSIGNMENT

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

9. DESIGN WITHOUT CONSTRUCTION PHASE SERVICES

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

10. PROFESSIONAL STANDARDS

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

11. LIMITATION OF LIABILITY

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

12. MEDIATION

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

13. LEGAL EXPENSES

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

14. CONTRACTOR AND SUBCONTRACTOR CLAIMS

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

15. OWNERSHIP OF INSTRUMENTS OF SERVICE

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

16. INFORMATION PROVIDED BY OTHERS

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

17. ENGINEER'S OPINION OF PROBABLE COST

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

18. CERTIFICATIONS, GUARANTEES AND WARRANTIES

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

19. PROJECT SITE SAFETY

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

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

20. HAZARDOUS MATERIALS

A. SUSPENSION OF SERVICES

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

B. INDEMNITY

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

C. DEFINITION

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

21. SEVERABILITY

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

22. ENTIRE AGREEMENT

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



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

PROFESSIONAL SERVICES AGREEMENT

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

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

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

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

FEES: BASIC SERVICES: For services described in Exhibit A, the Lump Sum Fee is **\$10,500**, and shall be billed in twelve (12) equal monthly invoices.

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

RETAINER for this project is not required.

TERMS: The Terms of the Agreement follow this page.

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

Lee County Board of Commissioners

Flint River Consulting, LLC (FRC)

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A – SCOPE OF WORK

General Engineering:

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

Site Plan Review:

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

Exclusions:

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

Exhibit B

Flint River Consulting, LLC
2023 Standard Hourly Rates

<u>Engineering/Landscape Architecture/ROW</u>	<u>Hourly Billing Rate</u>
Project Manager	\$150
Senior Engineer	\$165
Clerical	\$40

TERMS OF THE AGREEMENT

as provided herein.

1. NOTICE TO PROCEED

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

2. HOURLY RATES

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

3. DIRECT EXPENSES

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

4. RETAINER, PAYMENT, SUSPENSION

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

5. COLLECTION COSTS

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

6. TERMINATION

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

7. OUTSIDE SERVICES

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

8. ASSIGNMENT

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

9. DESIGN WITHOUT CONSTRUCTION PHASE SERVICES

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

10. PROFESSIONAL STANDARDS

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

11. LIMITATION OF LIABILITY

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

12. MEDIATION

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

13. LEGAL EXPENSES

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

14. CONTRACTOR AND SUBCONTRACTOR CLAIMS

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

15. OWNERSHIP OF INSTRUMENTS OF SERVICE

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

16. INFORMATION PROVIDED BY OTHERS

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

17. ENGINEER'S OPINION OF PROBABLE COST

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

18. CERTIFICATIONS, GUARANTEES AND WARRANTIES

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

19. PROJECT SITE SAFETY

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

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

20. HAZARDOUS MATERIALS

A. SUSPENSION OF SERVICES

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

B. INDEMNITY

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

C. DEFINITION

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

21. SEVERABILITY

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

22. ENTIRE AGREEMENT

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

LEASE AGREEMENT

This lease, made this **23rd** day of **May, 2023** by and between **The Board of Commissioners of Lee County, Georgia**, a political subdivision, hereinafter referred to as "County", and **Richard M. and Sherry D. Benz, 301 Foxworth Drive Leesburg, GA 31763**, hereinafter referred to as "**Lessee**".

WITNESSETH:

For and in consideration of the rents, covenants, agreements, and stipulations hereinafter mentioned, the County does hereby lease the following described land located at **297 Foxworth Drive Leesburg, GA 31763** Lessee:

All that tract or parcel of land lying and being in the County of Lee, State of Georgia, and more particularly described as follows:

All of Lot 101 of Creekside Manor Subdivision Section IV, according to a map or plat of said Subdivision as recorded in Plat Book D, Page 50 (Deed Book 506, Page 054) in the Office of the Clerk of Superior Court, Lee County, Georgia.

- 1) Lessee shall have and hold the previously described land beginning on **May 23, 2023** and extending to **December 31, 2028**, at midnight, unless terminated or extended as provided in this Lease Agreement. The county shall deliver the property to the Lessee in good condition mutually agreed by both parties.
- 2) Notwithstanding the foregoing, this Agreement shall continue in full force and effect for successive one (1) year annual terms, commencing on January 1st of each subsequent year and concluding on December 31st of each subsequent year, so long as neither party gives written notice to the other party at least sixty (60) days prior to December 31st of any year in which this Agreement is in effect that such party giving such notice intends to terminate this Agreement as of December 31st of such year; provided, however, that this Agreement shall not be automatically extended for more than five (5) consecutive one (1) year terms, including the one (1) year term authorized in Paragraph 1 hereof.
- 3) Lessee has paid the County the sum of \$1.00 and other valuable consideration representing payment in full during the entire term of this lease agreement and any lease extension.
- 4) The leased land shall be used specifically in accordance with all state, federal, and local laws and regulations and for no other purposes whatsoever. The leased land shall not be used for any illegal purposes, or in any manner to create any nuisances or trespass. Further conditions on the use of the property by Lessee are as follows:
 - a) The leased land shall only be used for purposes consistent with open spaces, recreational, or wetlands management purposes (as defined in Title 44, Code of Federal Regulations, part 206.434 as it appears now or may hereinafter be amended) in perpetuity.
 - b) No further disaster assistance for any purpose from any federal source will be sought or provided with respect to the leased land.
 - c) There shall not be erected on the leased land any new structures or other improvements other than restrooms, or a facility that is open on all sides and functionally related to open space uses.
- 5) Lessee shall not abandon or vacate the leased land during any term of this Lease Agreement and shall use the land only for the previously mentioned purposes until the expiration of the final lease term. The Lessee shall retain any improvement made on the leased land in accordance with Section 4(C).

- 6) Lessee agrees to, and hereby does, indemnify and hold harmless the County against all claims for damages to persons and /or property by reason of the Lessee's use or occupancy of the leased land. In addition, the Lessee agrees to pay all expenses incurred by the County in defending itself from such claims including all attorney fees and court costs. The Lessee shall also provide proof to the County that the leased land is covered under the Lessee's homeowner insurance at the time of execution of the Lease Agreement.
- 7) This Lease Agreement shall not constitute the relationship of landlord and tenant between the parties, no estate shall pass out of the County as a consequence of the execution and delivery of this Lease Agreement, and there is only created by the terms hereof a mere usufruct as defined by Georgia law. Lessee has only the right to use the leased land according to the terms contained in this lease agreement, which right is not subject to levy and sale.
- 8) If Lessee remains in possession of the leased land after the expiration of the lease term, with the County's acquiescence and without any express agreement between the parties, the Lessee shall be a tenant at will, and there shall be no renewal of the lease by operation of law.
- 9) Lessee shall not assign this lease or any interest hereunder or sublet the leased land or any part of it, or permit the use of the leased land by any other party other than the Lessee.
- 10) IT IS MUTUALLY AGREED that in the event the Lessee default in any of the provisions contained herein and fails to cure said default within five (5) calendar days after the County gives Lessee written notice, the County, at its option, may at once terminate this Lease Agreement by written notice to Lessee, thereupon the lease shall terminate.
- 11) IT IS MUTALLY AGREED that this Lease Agreement is contingent upon the Lessee maintaining fee simple ownership of the real estate immediately adjoining the subject property. Should Lessee fail to maintain ownership of the property, as Lessee's name now appears on this Lease Agreement, the Lease Agreement will automatically terminate.
- 12) This lease Agreement contains the entire agreement between the parties, and no representation, inducement, promises, or agreements, oral or otherwise, between the parties, not contained herein, shall not be of any force or effect.

IN WITNESS WHEREOF, the parties herein have set their hands and seal this ___ day of _____ 2023.

BOARD OF COMMISSIONERS
OF LEE COUNTY, GEORGIA

By: _____
Billy Mathis, Chairman

Attest: _____
Kaitlyn Good, County Clerk

Unofficial Witness

Notary Public

Unofficial Witness

Notary Public

Lessee: Richard M. Benz

Lessee: Sherry D. Benz



LEE COUNTY

Life works well here.

**MEMORANDUM
LEE COUNTY BOARD
OF COMMISSIONERS**

TO: Honorable Board of County Commissioners
SUBJECT: Healthcare Plan Renewal
MEETING DATE: Tuesday, May 23, 2023

MOTION/RECOMMENDATION

Motion to ratify the healthcare plan renewal.

BACKGROUND

The Board of Commissioner met in Special Called meeting at 4:30pm on May 9, 2023 to discuss healthcare plans and options for contracts for the 2023-2024 year. Following that meeting, the Board has decided to renew with Anthem BCBSGA for the 2023-2024 year for healthcare, maintain the Know Your Costs program, and retain the telemedicine program Healthiest You. All three (3) of the current plans would remain, with a 5% increase in the Platinum Plan employee contribution and a \$250.00 increase in employer contribution to the Silver Plan (HSA). There is no change for the Gold Plan.

ATTACHMENTS

None