



BOARD OF COUNTY COMMISSIONERS

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

TUESDAY, FEBRUARY 14, 2023 AT 6:00 P.M.
T. PAGE THARP BUILDING
OPAL CANNON AUDITORIUM
WWW.LEE.GA.US

MEETING AGENDA
WORK SESSION

COUNTY COMMISSIONERS

Billy Mathis, Chairman	District 3
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 Matthew Schluckebier, Life Church, 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 January 24, 2023.	A - G
5. <u>CONSENT AGENDA</u> NONE	
6. <u>NEW BUSINESS</u> NONE	
7. <u>PUBLIC HEARING</u> NONE	
8. <u>DEPARTMENTAL MATTERS</u> <u>Parks & Recreation</u> (A) Discussion of the 100 Acre Park property.	1 - 30
9. <u>CONSTITUTIONAL OFFICERS & GOVERNMENTAL BOARDS/AUTHORITIES</u> (A) 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. (B) Magistrate Court – Consideration to approve a five (5) year Correctional Services Agreement between the Southwestern Judicial Circuit Misdemeanor Probation Department and the Magistrate Court of Lee County, Georgia.	31 - 49 50 - 68

(C)	Superior Court – Consideration to approve a five (5) year Correctional Services Agreement between the Southwestern Judicial Circuit Misdemeanor Probation Department and the Superior Court of Lee County, Georgia.	69 - 87
(D)	Tax Assessor – Consideration to approve the purchase of a MobileAssessor system.	88 - 94
(E)	Tax Assessor – Consideration to approve a quote from K&G Consulting, LLC for their assistance with property revaluation appeals. <i>HANDOUT</i>	
(F)	Tax Commissioner – Consideration to approve a quote from K&G Consulting, LLC for Georgia Tax Collection System (GA-TCS) software. <i>HANDOUT</i>	
(G)	Utilities Authority – Consideration to approve the purchase of a meter and wastewater monitoring services from J.K. Duren Company, Inc.	95
(H)	Utilities Authority – Consideration to utilize \$1.2 million ARPA funds for water system improvements.	96 - 106
(I)	Consideration to appoint one (1) member to the Utilities Authority for a term of one (1) year. Appointment may be a commissioner to represent By Virtue of Office. Current term expired 01/31/2023. New term expires <u>01/31/2024</u> .	107 - 108
10.	<u>COUNTY MANAGER’S MATTERS</u>	
(A)	Updates on County projects.	109 - 114
(B)	Consideration to adopt an updated Resolution for the Purpose of Naming an Open Records Officer, an Alternate Open Records Officer, and for Other Purposes.	115 - 116
(C)	Consideration to approve a Build Agreement with Windstream Kinetic Fiber, LLC.	117 - 128
11.	<u>COMMISSIONER’S MATTERS</u>	
(A)	Discussion of stormwater fees.	
(B)	Discussion of the Lee County Medical Center project.	
(C)	Discussion of security in County offices.	
12.	<u>UNFINISHED BUSINESS</u>	
	NONE	
13.	<u>COUNTY ATTORNEY’S MATTERS</u>	
(A)	Consideration to adopt a text amendment to Chapter 58, Article I adding Section 58-18. Permitting and Construction of Duplexes and Single-Family Dwellings in Certain Previously Approved Subdivisions. <i>FIRST READING</i>	129 - 131
(B)	Consideration to adopt a Resolution approving the plan of finance for the benefit of LCMC OPCO, LLC d/b/a Lee County Medical Center.	132 - 151
14.	<u>EXECUTIVE SESSION</u>	
	NONE	
15.	<u>PUBLIC FORUM</u>	
	<i>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.</i>	

16. ANNOUNCEMENTS

(A) The next regularly scheduled County Commission Meeting is **Tuesday, February 28, 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.



BOARD OF COUNTY COMMISSIONERS

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

TUESDAY, JANUARY 24, 2023 6:00 P.M.

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

MEETING MINUTES
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

The Lee County Board of Commissioners met in a work session on Tuesday, January 24, 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 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

Pastor Robin Chaplin, Victory Baptist Church, led the invocation.

PLEDGE OF ALLEGIANCE

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

CALL TO ORDER

APPROVAL OF MINUTES

- (A) Consideration to approve the Board of Commissioners meeting minutes for January 11, 2023.
Commissioner Walls made the **MOTION** to approve the Board of Commissioners meeting minutes for January 11, 2023. Commissioner Roland seconded the **MOTION**. The **MOTION** was unanimous with Commissioner Singletary and Commissioner Guarnieri voting yea.

CONSENT AGENDA

NONE

NEW BUSINESS

- (A) Recognition of employees' years of service.
The following employees were recognized for their years of service to Lee County:
5 years – Joshua Olsen – Firefighter
5 years – Kendrick Williams – Firefighter
15 years – Donna Hetland – Election Worker
20 years – Ellen Burgess – Superior Court Chief Deputy
20 years – Michael (Todd) Kirkland – Firefighter/Paramedic

PUBLIC HEARING

NONE

DEPARTMENTAL MATTERS

Planning, Zoning, and Engineering

- (A) Consideration to approve an application from SR DeSoto 2 & 3, LLC (Z22-004) requesting a Conditional Use for a large scale (1,566 total acres) ground mounted solar energy system as a principal use in the AG-1 (Active Agriculture District). Project is known as SR DeSoto 2 & 3, LLC. There are multiple property owners as follows: Silicon Ranch Corporation, Wherrell 41, LLC, Roger Howell, John & Eddie Berryhill for a total of (944 acres) fenced/developed area, collectively, ("Landowners") of land being part of Land Lots 188, 189, 195, 196, 197, 221, 222, 227, & 228 of the Fourteenth Land District, of Lee County, Georgia. The property involved is presently zoned AG-1. *Planning Commission members and Planning Department staff and consultants recommend approval, with the following conditions, to be fulfilled at the owner/developer's expense: (1) The applicant shall ensure that design and construction of structures shall meet or exceed the standards indicated on the concept plan, narrative, and other documents submitted with the conditional use application and attached hereto. This condition shall not construe approval of any standard that is not in conformity with the Lee County Code of Ordinances; (2) The applicant shall ensure that design and engineering for land development meets storm water management requirements to minimize stormwater runoff and ensure the quality of water exiting the site; (3) The applicant shall ensure that low impact construction techniques are utilized to avoid soil compaction during and after construction; (4) The applicant shall ensure that monthly water quality testing is conducted per GA EPD standards and send the monthly reports to the County. Any sampling and reporting conducted by GA EPD should also be shared with the County; (5) The applicant should ensure that a wildlife management assessment is conducted to provide a recommendation on mitigation and share all updates on wildlife management with the County on a monthly basis; and (6) The applicant shall complete the abovementioned and have the Phase I project approved per the existing Memorandum of Understanding before Phase II commences and have the Phase II project approved per the existing Memorandum of Understanding before Phase III commences. Public Hearing held December 13, 2022*

Commissioner Roland opened the discussion by stating that he would like to make a motion to approve Phase II & III based on the conditions they were given for Phase I, and if at any point they can't follow through with the conditions, they stop Phase II & III. Chairman Mathis informed Commissioner Roland that at this time the motion would need to be untable this project and asked to discuss before any motion be made.

Chairman Mathis asked for any discussion from the Board about this project. Commissioner Singletary stated that he puts stock into the comments and assessment of this project from Stormwater Engineer Mike Talley who has been out to the project area, met with the Silicon Ranch staff, and has done previous work with the County. He urged the board to look at the comments and assessment from Mike Talley if they have not done so already.

Chairman Mathis then allowed the public to speak on this issue.

Gordon Rogers, Flint Riverkeeper: Mr. Rogers clarified that they are not anti-solar but pro-renewal, he added that they have no agenda to stop solar farms anywhere but their agenda is about water quality. He stated that the role of the Board is to balance public interest with not only natural resources but private property, and that every property owner has private property rights regardless of the size. He also stated that they are planning to make a complaint to EPD regarding this situation now that they have enough data and encourage the Board to make their own complaint. He said that they would like to bring in their own Stormwater Engineer. Informed the Board that Silicon Ranch has sent a cease and desist letter to the drone flyers. Asked that the Board leaves this on the table.

Neil Fleckenstein, Tall Timbers Research Station and Conservancy: Urged the Board at this point not to approve this project until the current stormwater issues are resolved. Like Mr. Rogers stated just prior, they are supportive of renewable energy, but want to see it done in a way that is also protecting the adjacent property owners. Mr. Fleckenstein added that he would like to bring in a third party engineer, to which Commissioner Singletary pointed out that Mike Talley is a third party engineer posing the point that any third party brought on by Mr. Fleckenstein could be bias.

Commissioner Walls asked if there is any written approval from EPD that allows for sedimentation runoff into the waterways. States that he has heard this but not seen anything written regarding it. Chairman Mathis stated that Phases II and III have not yet been approved by EPD.

Chad Gunter: Stated that the biggest concern is accountability, further stating that he is not against Silicon Ranch or the solar panels, he just would like to see Phase I done correctly before commencing Phases II and III.

Jenny Crisp: Spoke that previous landowners that sold to Silicon Ranch have regrets and have things they would like Silicon Ranch to attend to. Ms. Crisp also stated that she thinks Commissioner Roland should recuse himself from this vote due to a conflict of interest.

Commissioner Roland stated that he met with Mr. Dixon and stated that Mr. Dixon pulled a water sample right below the sedimentation runoff on Silicon Ranch. Commissioner Roland said that he presented Mr. Dixon with a sample from where it runs off the County road and he ran that sample.

Luke Wilkinson, Senior VP, Silicon Ranch: Stated that Phase I was operational in December and Phases II and III are aiming to be operational by the end of this year. So far there have been no EPD complaints or violations on the project. They have listened to feedback from the community on stormwater concerns, have learned from experts such as Mike Talley, and they continue to learn and respond by improving the erosion-sediment control plan. They are committed to being a good neighbor and community partner. The following adjustments will be made, if they have not already done so: Increase storage capacity for temporary sediment basins, additional settling time in sediment basins, more robust perimeter controls, upslope protection, continuous seeding, increase monitoring through additional turbidity sampling, and ongoing maintenance activities to clean the sediment from the basins when necessary. A landscaping plan detailing the vegetative buffer, containing native vegetation, has also been submitted.

Mike Talley, County-Contracted Stormwater Engineer: Stated that the problem area on Phase I seems to be in the northern area due to extensive grading. Mr. Talley stated that a possible solution for the sedimentation runoff would be to enlarge the sediment basins, both the existing on Phase I as well as those on II and III. Additionally, upstream of the sediment basins, it is suggested to provide additional silt fence as well as compost tubes to slow the velocity of the flow before it reaches the sediment basins. The basins also need to be regularly maintained, especially keeping fresh gravel; continuous seeding and mulching would also prove beneficial. For Phases II and III, the ponds should be roughly 20% to 30% larger than originally planned and will be completed before other construction is to take place. Mr. Talley emphasized that plans are meant to evolve given the amount rainfall and further stated that all suggestions he provided can be done in under a month.

Felix Marbury: Stated he doesn't understand why this meeting is being held when last meeting it was decided to be tabled until Silicon Ranch complies with the requirements. States that there is no buffer yet. If Silicon fixes the problem, they would go along with this project. Mr. Marbury said that it is not one but three ponds that have a problem. He asked the Board that until they make it work right to not allow Phase II or III to go forth.

Randy Anderson: Spoke on the current state of the roadways surrounding the project and the continued deterioration of such due to construction.

Commissioner Roland made the **MOTION** to untable the application from SR DeSoto 2 & 3, LLC (Z22-004) requesting a Conditional Use for a large scale (1,566 total acres) ground mounted solar energy system as a principal use in the AG-1 (Active Agriculture District). Commissioner Guarnieri seconded the **MOTION**. The **MOTION** passed 4 – 1 with Commissioner Singletary voting yea and Commissioner Walls voting nay.

Commissioner Roland made the **MOTION** to approve the application from SR DeSoto 2 & 3, LLC (Z22-004) requesting a Conditional Use for a large scale (1,566 total acres) ground mounted solar energy system as a principal use in the AG-1 (Active Agriculture District) with the following conditions, to be fulfilled at the owner/developer's expense: (1) The applicant shall ensure that design and construction of structures shall meet or exceed the standards indicated on the concept plan, narrative, and other documents submitted with the conditional use application and attached hereto. This condition shall not construe approval of any standard that is not in conformity with the Lee County Code of Ordinances; (2) The applicant shall ensure that design and engineering for land development meets storm water management requirements to minimize stormwater runoff and ensure the quality of water exiting the site; (3) The applicant shall ensure that low impact construction techniques are utilized to avoid soil compaction during and after construction; (4) The applicant shall ensure that monthly water quality testing is conducted per GA EPD standards and send the monthly reports to the County. Any sampling and reporting conducted by GA EPD should also be shared with the County; (5) The applicant should ensure that a wildlife management assessment is conducted to provide a recommendation on mitigation and share all updates on wildlife management with the County on a monthly basis; (6) The applicant shall complete the abovementioned and have the Phase I project approved per the existing Memorandum of Understanding before Phase II commences and have the Phase II project approved per the existing Memorandum of Understanding before Phase III commences; (7) that Phase I be satisfactorily completed; (8) that a true buffer plan be provided; (9) that plans be provided for the completion of the stormwater solutions introduced by Mr. Talley; and (10) with the understanding that if not complying with the abovementioned conditions, work on Phases II and III is stop immediately until proven to be under compliance. Commissioner Guarnieri seconded the **MOTION**. The **MOTION** passed 3 - 2 with Commissioner Singletary voting yea and Commissioner Walls and Chairman Mathis voting nay.

CONSTITUTIONAL OFFICERS & GOVERNMENTAL BOARDS/AUTHORITIES

- (A) **Consideration to appoint two (2) members to the Planning Commission for a term of four (4) years. Current term expires 01/31/2023. New term expires 01/31/2027. Letters of interest received from Juliette D. Bush, Johnny Golden, and Jason Sheffield (reappointment).**

Commissioner Singletary made the **MOTION** to appoint Johnny Golden and Jason Sheffield to the Planning Commission for a term of four (4) years, to expire 01/31/2027. Commissioner Roland seconded the **MOTION**. The **MOTION** was unanimous with Commissioner Guarnieri and Commissioner Walls voting yea.

- (B) **Consideration to appoint four (4) members to the Utilities Authority for a term of one (1) year. Current term expires 01/31/2023. New term expires 01/31/2024. Letters of interest in appointment received from Amy Addison, Chad Arnold, Johnny Barthlein (reappointment), Aaron McCulley, Bob Usry, and George Walls (reappointment; By Virtue of Office).**

Commissioner Walls made the **MOTION** to appoint Chad Arnold, Johnny Barthlein, Aaron McCulley, and himself to the Utilities Authority for a term of one (1) year, to expire 01/31/2024. With no second, the **MOTION** failed.

Commissioner Singletary made the **MOTION** to appoint Amy Addison, Johnny Barthlein, Bob Usry, and Commissioner George Walls to the Utilities Authority for a term of one (1) year, to expire 01/31/2024. Commissioner Roland seconded the **MOTION**.

Commissioner Walls requested that his name be taken off as he no longer wished to serve.

Commissioner Singletary made the **MOTION** to appoint Amy Addison, Johnny Barthlein, and Bob Usry to the Utilities Authority for a term of one (1) year, to expire 01/31/2024. Commissioner Roland seconded the **MOTION**. The **MOTION** was unanimous with Commissioner Guarnieri and Commissioner Walls voting

yea.

Chairman Mathis stated that the remaining vacancy, which can be a commissioner who is serving by virtue of office, shall be discussed at the next meeting.

- (C) **Tax Assessor's Office – Consideration to approve a quote for services from K&G Consulting.**
Services can begin mid-February and will consist of training staff and working on the Tax Digest.

Commissioner Singletary made the **MOTION** to approve a quote for services from K&G Consulting in the amount of \$14,352.00 to come from the Tax Assessor's departmental budget (revenue neutral). Commissioner Guarnieri seconded the **MOTION**. The **MOTION** was unanimous with Commissioner Roland and Commissioner Walls voting yea.

COUNTY MANAGER'S MATTERS

- (A) **Updates on County projects.**
County Manager Christi Dockery discussed ongoing projects in the County: (1) The new storage building at the Parks and Recreation office is complete; and (2) the gym renovation project is progressing.

COMMISSIONER'S MATTERS

- (A) **Discussion of the hospital project.**
Photographs and concept plans were shown for the property, including exterior facade, surrounding commercial and residential areas, and a potential amphitheater.

UNFINISHED BUSINESS

NONE

COUNTY ATTORNEY'S MATTERS

- (A) **Consideration to adopt an amendment to Chapter 58 Article IV, Section 58-86 of the Code of Ordinances Related to Approval of Minor Subdivisions and Plat Requirements with Respect to Such Minor Subdivisions. Second Reading Held January 11, 2023**
Commissioner Singletary made the **MOTION** to adopt an amendment to Chapter 58 Article IV, Section 58-86 of the Code of Ordinances Related to Approval of Minor Subdivisions and Plat Requirements with Respect to Such Minor Subdivisions. Commissioner Guarnieri seconded the **MOTION**. The **MOTION** was unanimous with Commissioner Roland and Commissioner Walls voting yea.
- (B) **Consideration to adopt an amendment to Chapter 58 Article IV, Section 58-122 of the Code of Ordinances Related to Approval of Major Subdivisions and Plat Requirements with Respect to Such Major Subdivisions. Second Reading Held January 11, 2023**
Commissioner Singletary made the **MOTION** to adopt an amendment to Chapter 58 Article IV, Section 58-122 of the Code of Ordinances Related to Approval of Major Subdivisions and Plat Requirements with Respect to Such Major Subdivisions. Commissioner Guarnieri seconded the **MOTION**. The **MOTION** was unanimous with Commissioner Roland and Commissioner Walls voting yea.
- (C) **Consideration to adopt an amendment to Chapter 38 Article VI Soil Erosion and Sedimentation Prevention. Second Reading Held January 11, 2023**
This text amendment is reflective of GA EPD requiring the addition of one sentence into the code so that it will comply with state code: Subsection (18) *Construction site operators shall control waste at the construction site, such as discarded building materials, concrete truck washout, chemicals, litter and sanitary waste.*

Commissioner Singletary made the **MOTION** to adopt an amendment to Chapter 38 Article VI Soil Erosion and Sedimentation Prevention. Commissioner Roland seconded the **MOTION**. The **MOTION** was unanimous with Commissioner Guarnieri and Commissioner Walls voting yea.

(D) **Consideration to adopt an amendment to Chapter 6 of the Code of Ordinances Relating to the Sale and Consumption of Alcoholic Beverages, specifically regarding the Licensure of Package Stores. First Reading Held January 11, 2023**

Applications will have to be submitted to the County and the Board will then vote on each application.

Commissioner Singletary made the **MOTION** to remove the population requirement within the proposed amendment (limiting to one store per every 9000 citizens) to Chapter 6 of the Code of Ordinances Relating to the Sale and Consumption of Alcoholic Beverages, specifically regarding the Licensure of Package Stores. Commissioner Guarnieri seconded the **MOTION**. The **MOTION** was unanimous with Commissioner Roland and Commissioner Walls voting yea.

Commissioner Singletary made the **MOTION** to adopt, as amended an amendment to Chapter 6 of the Code of Ordinances Relating to the Sale and Consumption of Alcoholic Beverages, specifically regarding the Licensure of Package Stores. Commissioner Guarnieri seconded the **MOTION**. The **MOTION** was unanimous with Commissioner Roland and Commissioner Walls voting yea.

(E) **Consideration to adopt a Resolution Terminating a Temporary Moratorium upon the Zoning, Permitting, Construction, and Operation of Package Stores.**

Commissioner Singletary made the **MOTION** to adopt a Resolution Terminating a Temporary Moratorium upon the Zoning, Permitting, Construction, and Operation of Package Stores. Commissioner Guarnieri seconded the **MOTION**. The **MOTION** was unanimous with Commissioner Roland and Commissioner Walls voting yea.

(F) **Discussion of Chapter 70, Article V Section 70-162 with respect to permitted uses in an R-1 Single Family Residential District, specifically the construction of accessory structures.**

County Attorney Jimmy Skipper stated that while this issue was discussed at a previous meeting, one area that was not decided on was the acreage limitation on the lot the accessory structure was to be built on. The Board agreed that the amendment should read "exceeding one (1) acre". This text amendment will go to the Planning Commission first for their recommendation and then come back to the Board for public hearing and final vote.

(G) **Consideration to approve a First Amendment to Intergovernmental Agreement between Lee County and the Lee County Development Authority with respect to the Development and Construction of a Hospital in Lee County, Georgia as an Economic Development Project dated 9/15/22.**

Commissioner Singletary made the **MOTION** to approve a First Amendment to Intergovernmental Agreement between Lee County and the Lee County Development Authority with respect to the Development and Construction of a Hospital in Lee County, Georgia as an Economic Development Project dated 9/15/22. Commissioner Roland seconded the **MOTION**. The **MOTION** was unanimous with Commissioner Guarnieri and 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.

Michael Steavans – Spoke on concerns regarding the Lee County Medical Center

ANNOUNCEMENTS

(A) The next regularly scheduled County Commission Meeting is **Tuesday, February 14, 2023 at 6:00pm.**

ADJOURNMENT

The meeting adjourned at 7:30PM.

Facebook video link: <https://www.facebook.com/leecountyga/videos/908261107168833>

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

On-Site Workshop Report

Lee County Multi-Purpose Ag Events Center

Leesburg, Georgia



January 10, 2022

CHARLES D. SMITH ARCHITECTURE & PLANNING, LLC

January 10, 2020

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

**Lee County Multipurpose Ag Events Facility
Leesburg, Georgia**

Dear Christi, it was good to meet with you, Leesburg City Manager Bob Alexander, Committee Chairman Luke Singletary, the members of the 100-Acres Recreational Planning Committee and others during our on-site workshop in Leesburg last week. Below and attached is our summary report of the findings during our Site Analysis process and our first draft of a Conceptual Masterplan for the proposed complex.

Introduction

On Thursday, January 6th and Friday, January 7th, 2022, Charles Smith, AIA / NCARB, Principal of Charles D. Smith Architecture & Planning LLC conducted an on-site workshop for the development of the proposed Lee County Ag Events Center to be located on a 100 acre site on the west side of US Highway 19 in Leesburg, Georgia. The purpose of the workshop was to conduct Site Analysis and develop a Conceptual Masterplan for the complex. The workshop agenda and list of attendees representing the City of Leesburg, Lee County and various interested parties and the 100Acre Planning Committee are included in the appendix of this report. The following are descriptions of the twenty one Site Analysis categories we studied along with the Conceptual Masterplan.

1. Regional Access

It was determined that attendees visiting the site for various events would arrive as follows: 30% from the North /Northwest, 20% from the Northeast, 40% from the South / Southwest and 10% from the Southwest.

2. Local Site Access

Closer to the site, it was determined that 35% of the attendees would arrive from the North and 65% from the South on the US 19 Bypass.

3. Vehicular Circulation / Ticket Booths / Parking

A curb cut and future median cut will be developed as the main visitor's entrance shown on this site plan. A connector road linking the main entrance of the Ag Events Center to the ballfields located on Route 32 has been proposed.

4. Pedestrian Circulation

A series of pedestrian and possible equestrian riding trails have been located and for the most part cleared and completed on the western portion of the site.

5. Service Access and Circulation

The separation of attendees and service vehicles and traffic is preferred. Two to three service and RV entrance / exits are proposed as part of the Conceptual Masterplan.

6. Animal Movements

It is anticipated that all animals will be located in the western quadrant of the development area and move in an eastern direction into the proposed Ag Events Center.

7. Land Uses and Neighborhood Relations Issues

The properties to the West and South are zoned for Agricultural uses. The properties along US19 Bypass are zoned for Commercial with Residential behind the Commercial uses. This will provide a buffer between the Ag Events Center and the Residential uses.

8. Property Limits and Ownership

The entire site is owned by Lee County.

9. Site Topography and Drainage Issues

The site is relatively flat in the Eastern quadrant and slopes gently to the West. There is a 50' topographical change in elevation between the highest point at the northeast of the property sloping down to the creek at the Southwest corner of the site.

10. Site Expansion Potential

There is a potential for the acquisition of additional property to the North of the primary site, however it is doubtful that property would be useful for the proposed development.

11. Easements / Restrictions

In addition to a highway easement along the US 19 Bypass on the eastern edge of the site, a utility easement for a new water main and other utilities will be required. Also, an easement along the Southern edge of the property will be required for the proposed new sewer line. A minor overhead electrical line exists in the Western quadrant of the site serving the existing pavilion near the creek.

12. Environmental and Soil Conditions

A flood zone exists along the creek, however a previous flood zone on the Eastern quadrant of the site has been eliminated.

13. City / County Limits

The site of the Ag Events Center is located within the Leesburg City Limits.

14. Zoning / Comprehensive Plan Implications

The Ag Center Site is currently zoned "Agriculture" and the Comprehensive Plan show a similar long term land use. The Comprehensive Plan also calls for Commercial Zoning along the US 19 Bypass which will serve as a buffer between the Ag Events Center and future Residential uses.

15. Site Layout Axis

The site layout axis is perpendicular to the US 19 Bypass and is located in the center of the existing open space on the site.

16. Vegetation / Landscaping

Much of the site is heavily wooded with a variety of tree species.

17. Views / Vistas

Short distance views of the entrance to the site exist and vistas are contained within the heavily wooded perimeter of the site's natural development area.

18. Solar orientation / Wind

The solar orientation diagram shows the path of the sun as it relates to the location and layout of a future amphitheater.

19a. Site Utilities Conditions & Capacities – Sanitary Sewer

A lift station and forced sanitary sewer main is located on the Southern Boundary of the site.

19b. Site Utilities Conditions & Capacities

A 12" water main is proposed to be located on the West side of US 19 Bypass and will serve the complex. A significant electrical substation is located several blocks East of the Ag Center site.

20. Architectural Themes / Image

An "Exposition Center" Architectural Theme is preferred.

21. Event Use Zones

The primary "built area" for events complex is the current open space on the site.

22. Opportunities & Constraints

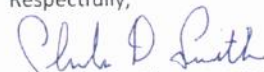
A listing of the site's Opportunities and Constraints is shown on sheet number 22 which follows.

23. Conceptual Masterplan

The draft Conceptual Masterplan includes a main attendees entrance at the existing curb and median cut and southbound de-acceleration lane on US 19 Bypass along with several separate service entrances. The Conceptual Masterplan shows a green recreational , outdoor exhibition and overflow parking area in the east quadrant of the property, attendee parking and the primary structure, the Ag Events center facing the US 19 Bypass. This building has expansion built into the plan on both the North and South ends of the building. The Ag Events Center has a covered warm-up / open sided arena connected to the West side of the building along with future stalling facilities along with an open show ring. A sizable service courtyard is shown to provide for unloading and loading of livestock, equestrian trailers and trade show exhibits. Service drives connect traffic from the US 19 Bypass to the boat ramp and RV Park to the North. An amphitheater is located on the sloping site West of the main Events Center and walking trails exist in the Western quadrant of the site.

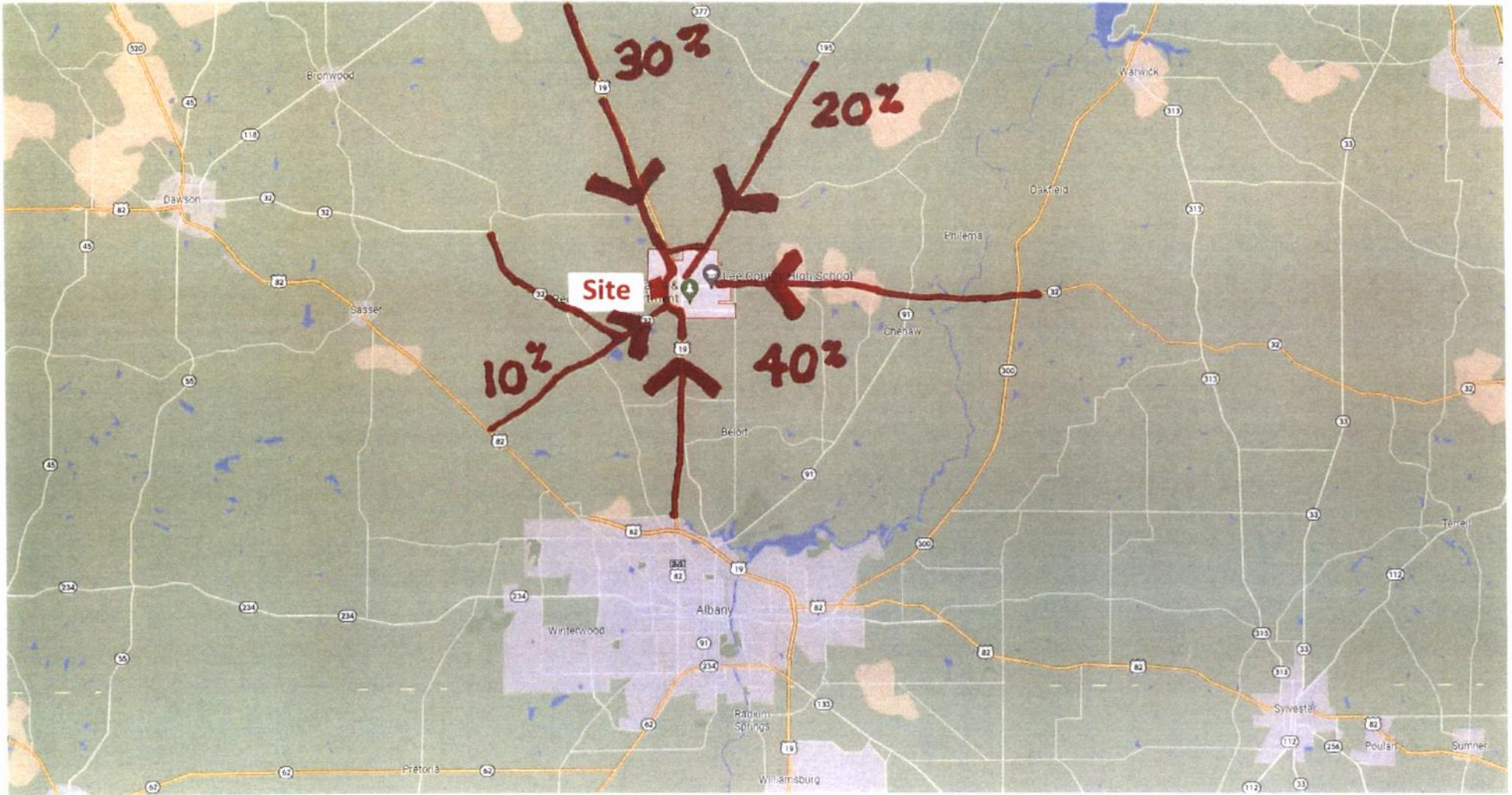
I hope that you found the workshop to be as productive as I did and I look forward to helping you and your committee make this project a reality.

Respectfully,



Charles D. Smith, AIA, NCARB

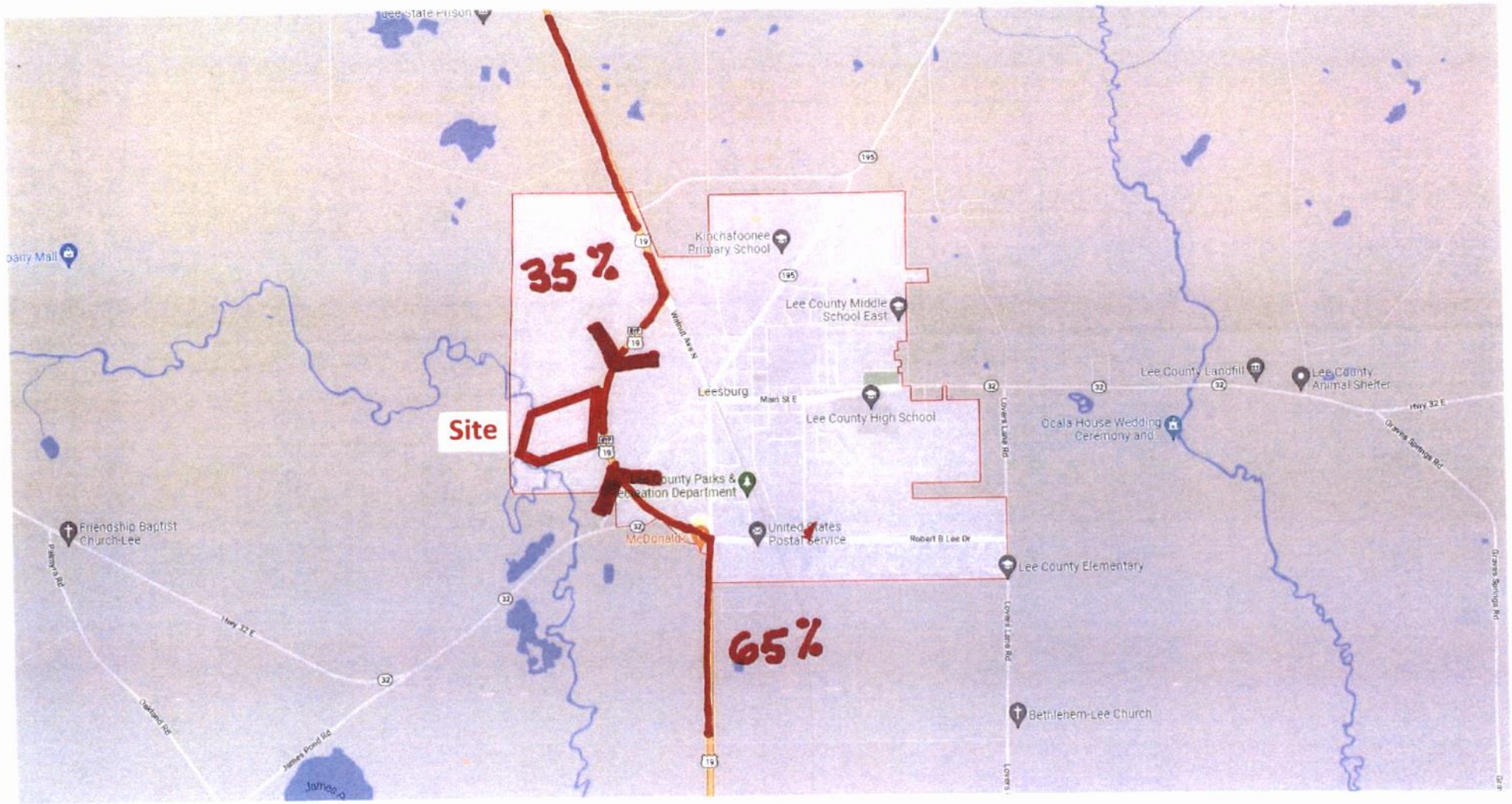
[Charles D. Smith Architecture & Planning, LLC](http://CharlesD.SmithArchitecture.com)



1. Regional Access

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





2. Local Site Access

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

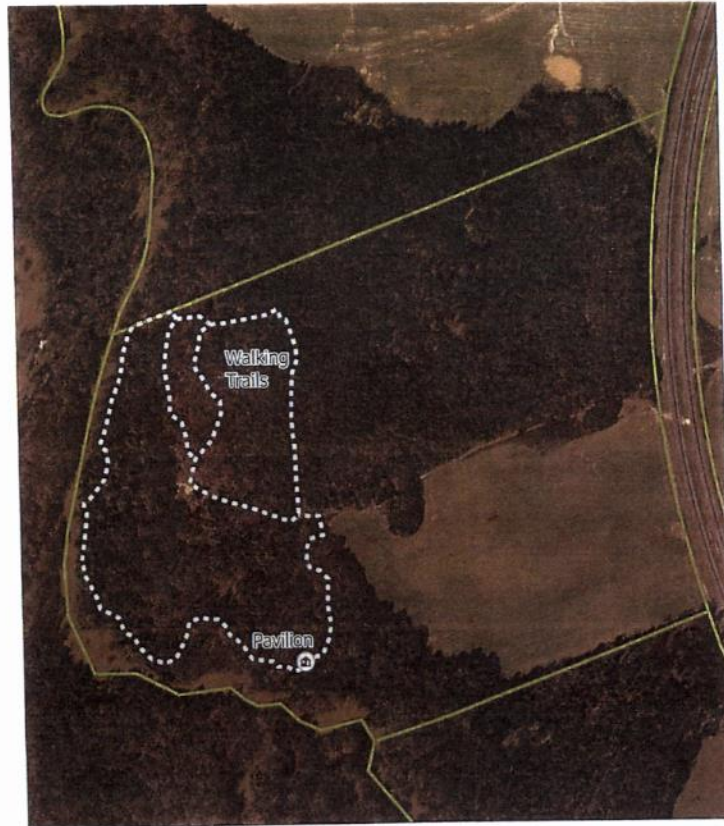







3. Vehicular Circulation / Ticket Booths / Parking

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



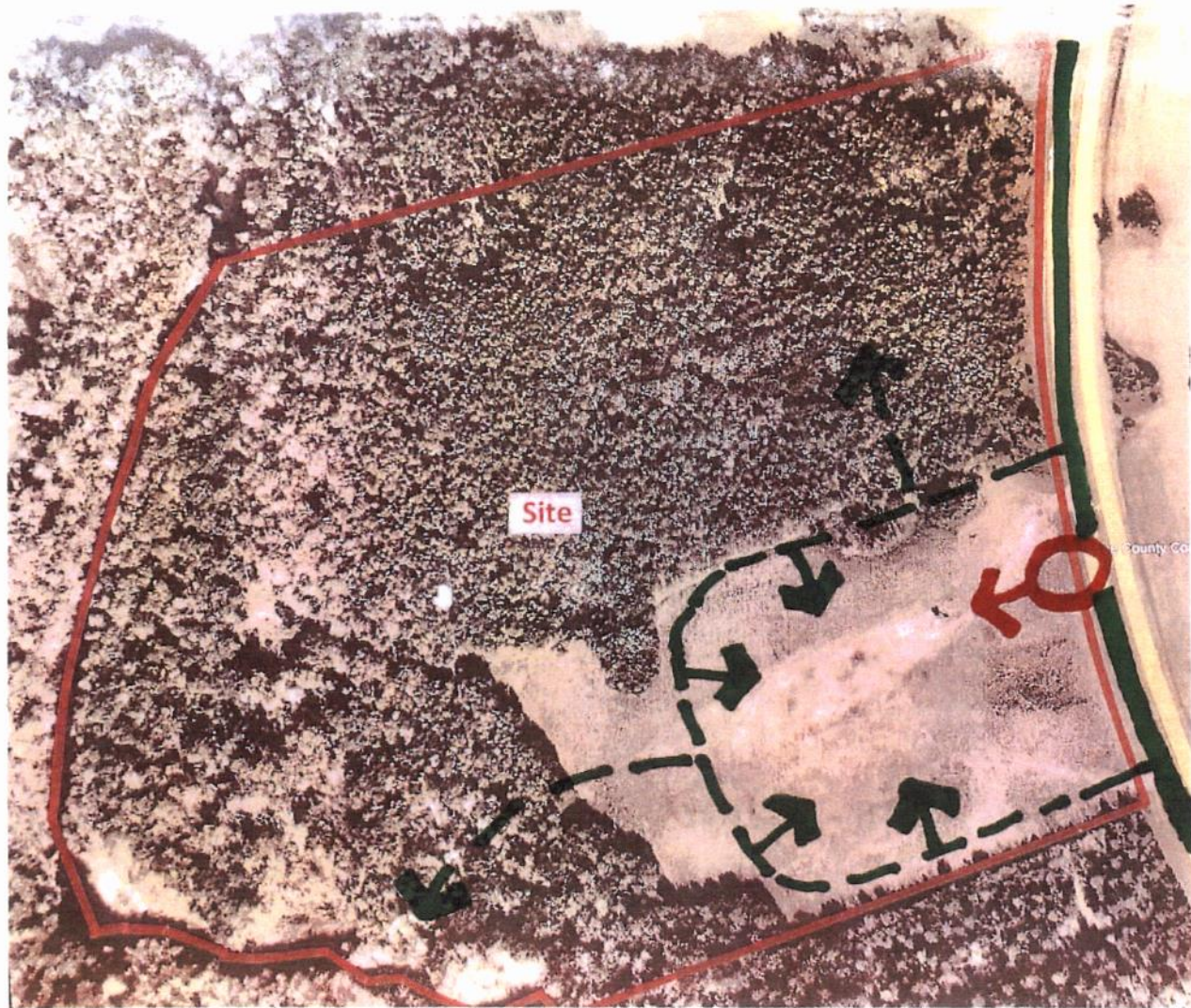


 LEE COUNTY	100 Acre Rec Park	<i>Walking Trail</i> 	
	0 0.05 0.1 0.15 Miles	2021	
<small>Disclaimer: Lee County GIS makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. All data is subject to change.</small>			

4. Pedestrian Circulation

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

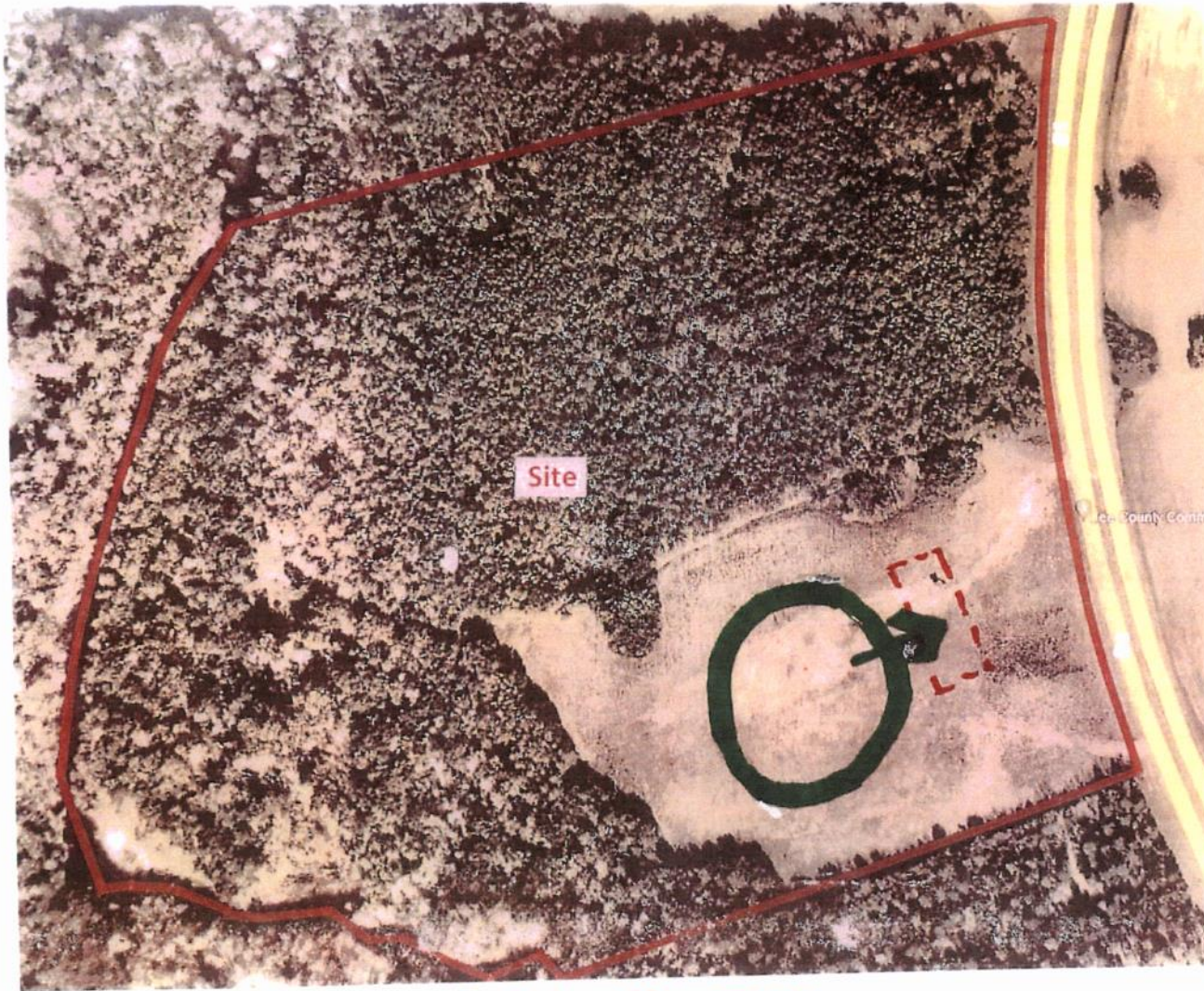




5. Service Access & Circulation

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

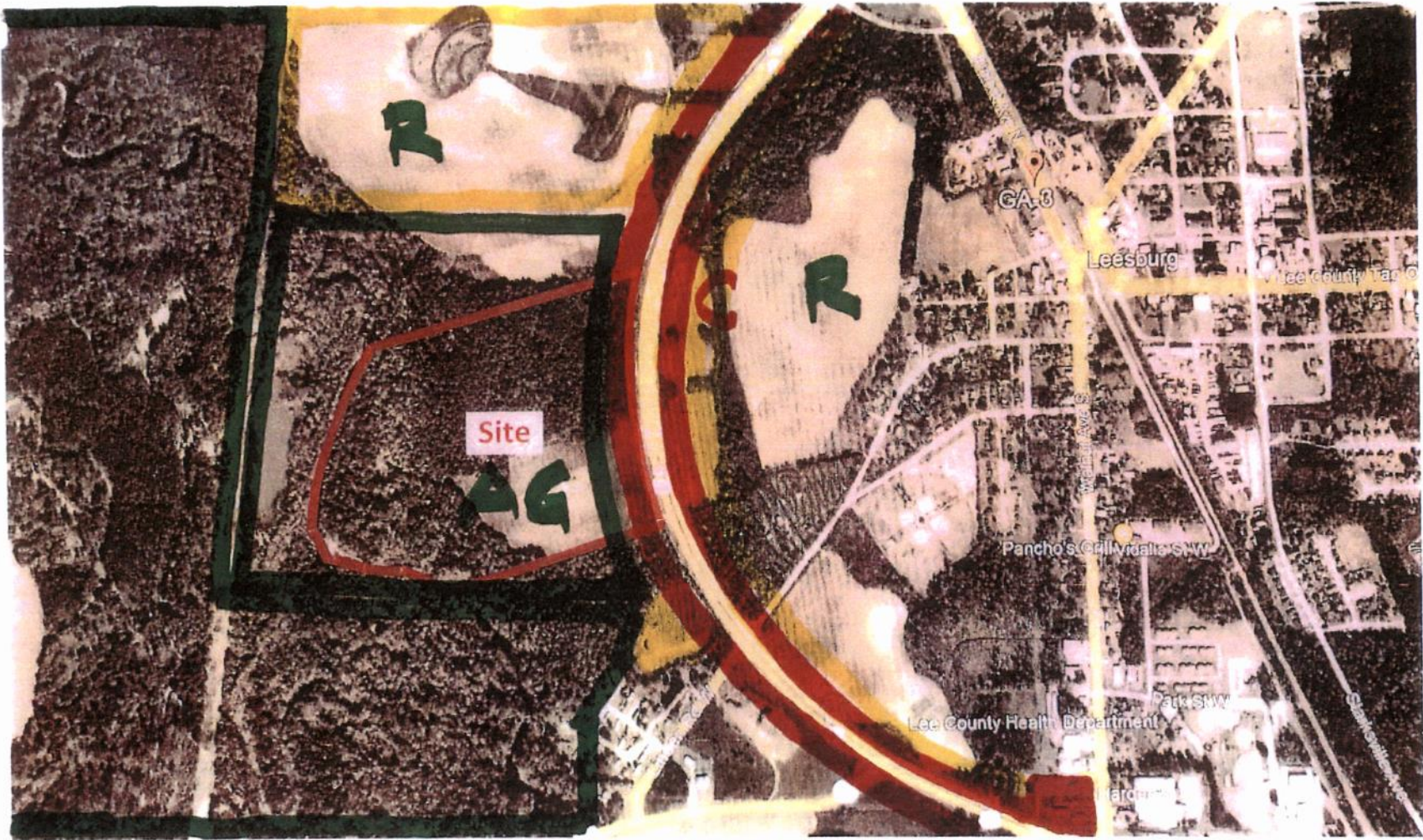




6. Animal Movements

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





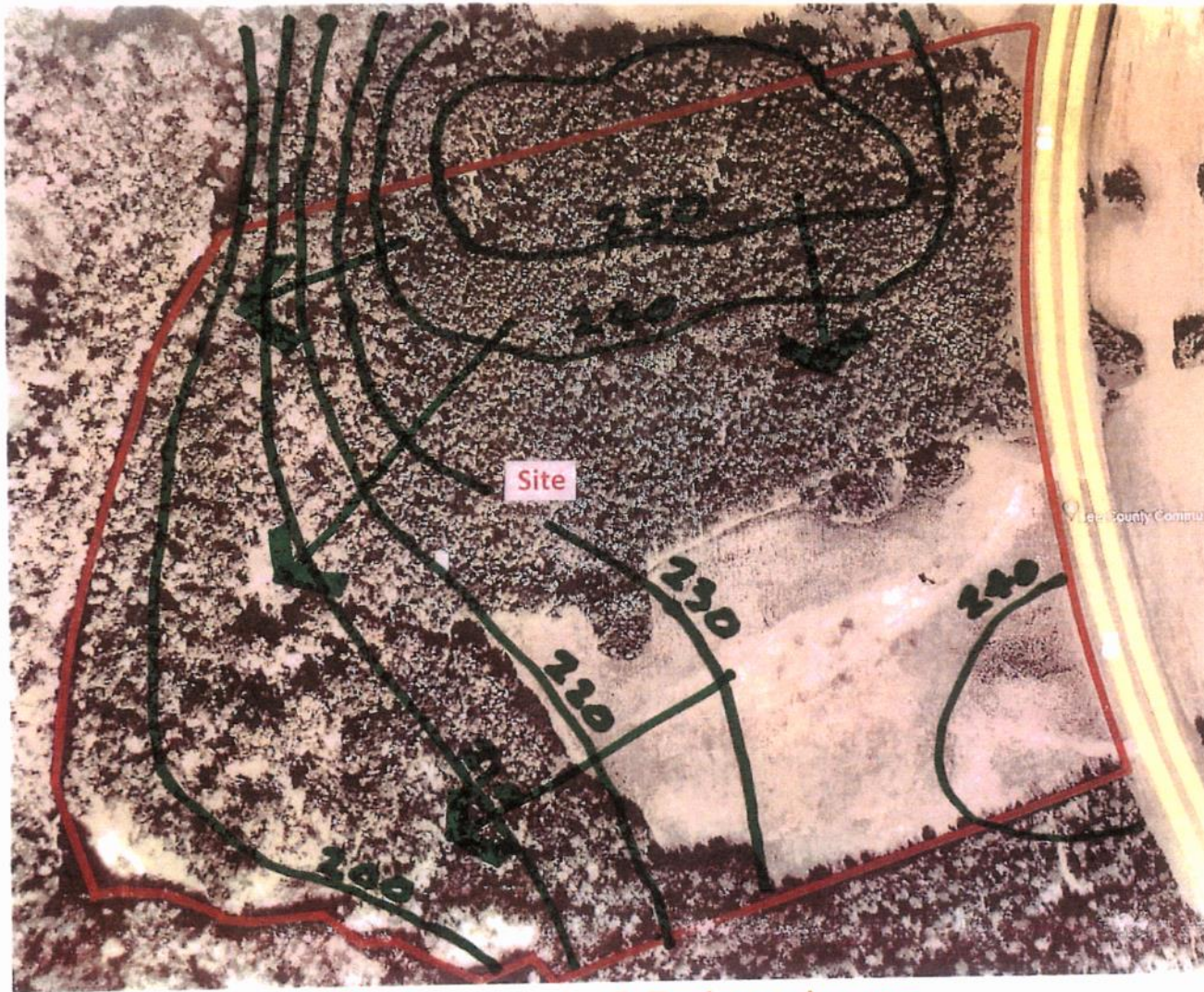
7. Adjacent Land Uses & Neighborhood Relations Issues

Lee County Multi-Purpose Facility

Leesburg, Georgia

CHARLES D. SMITH ARCHITECTURE & PLANNING, LLC

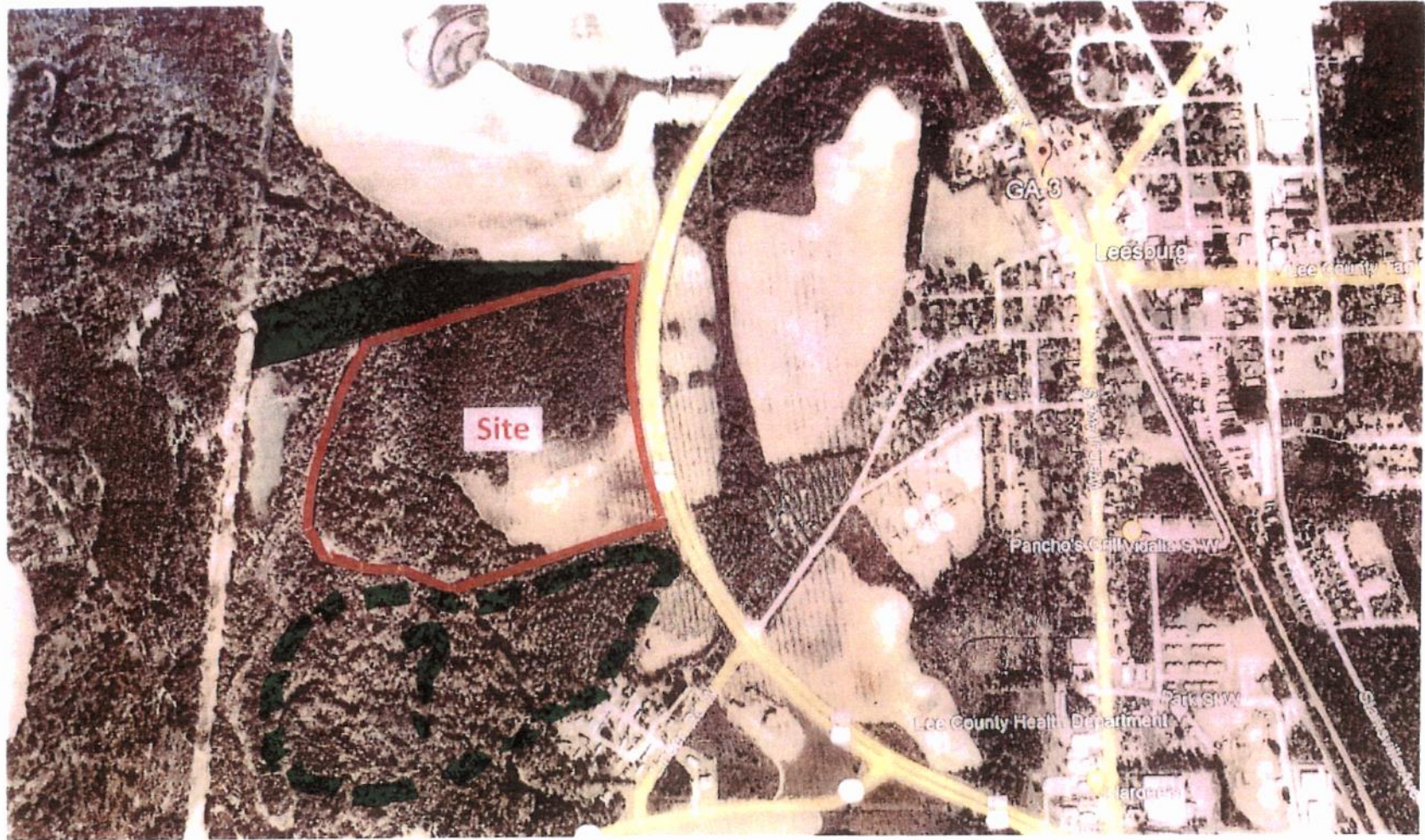




9. Site Topography & Drainage Issues

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

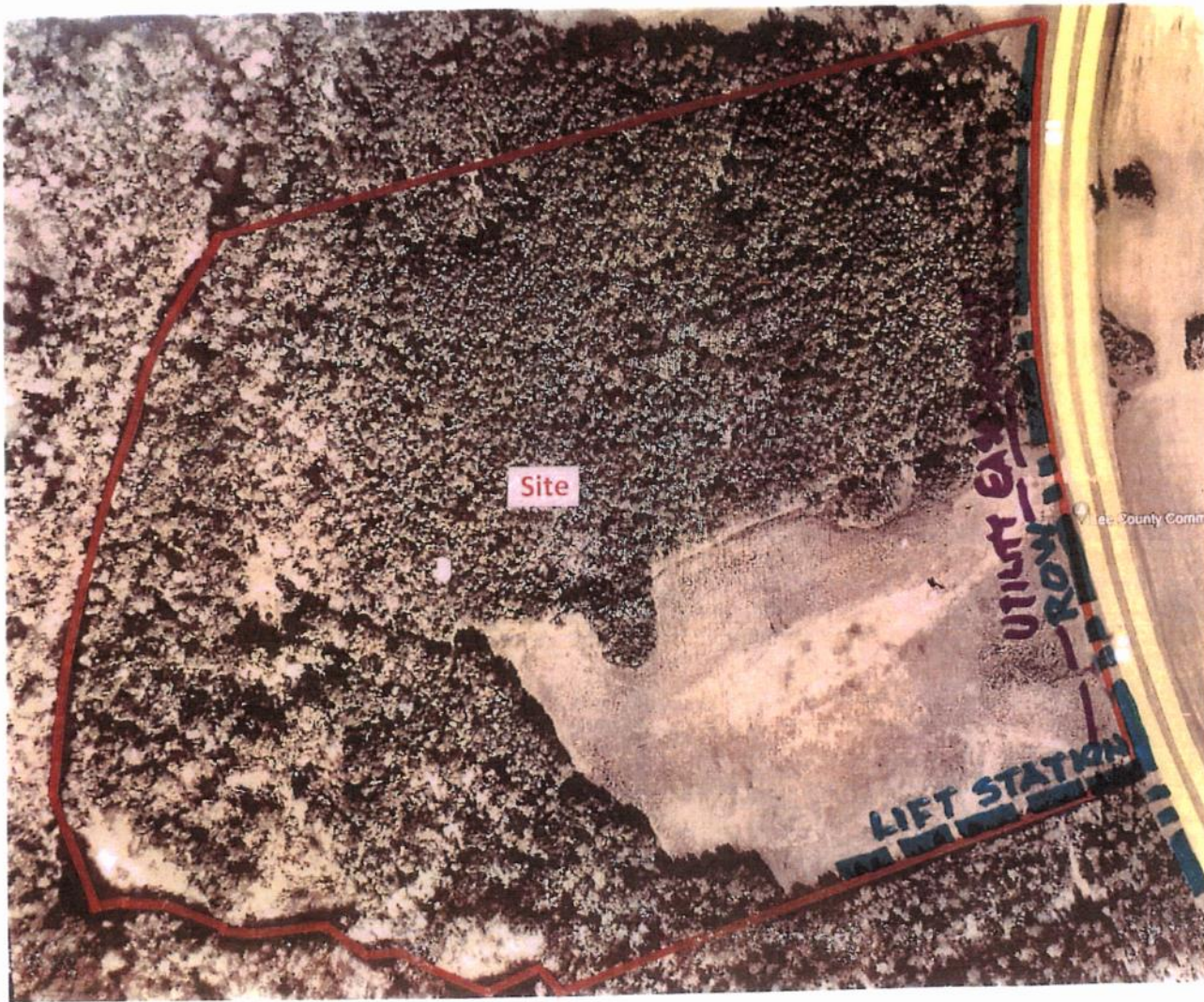




10. Site Expansion Potential

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

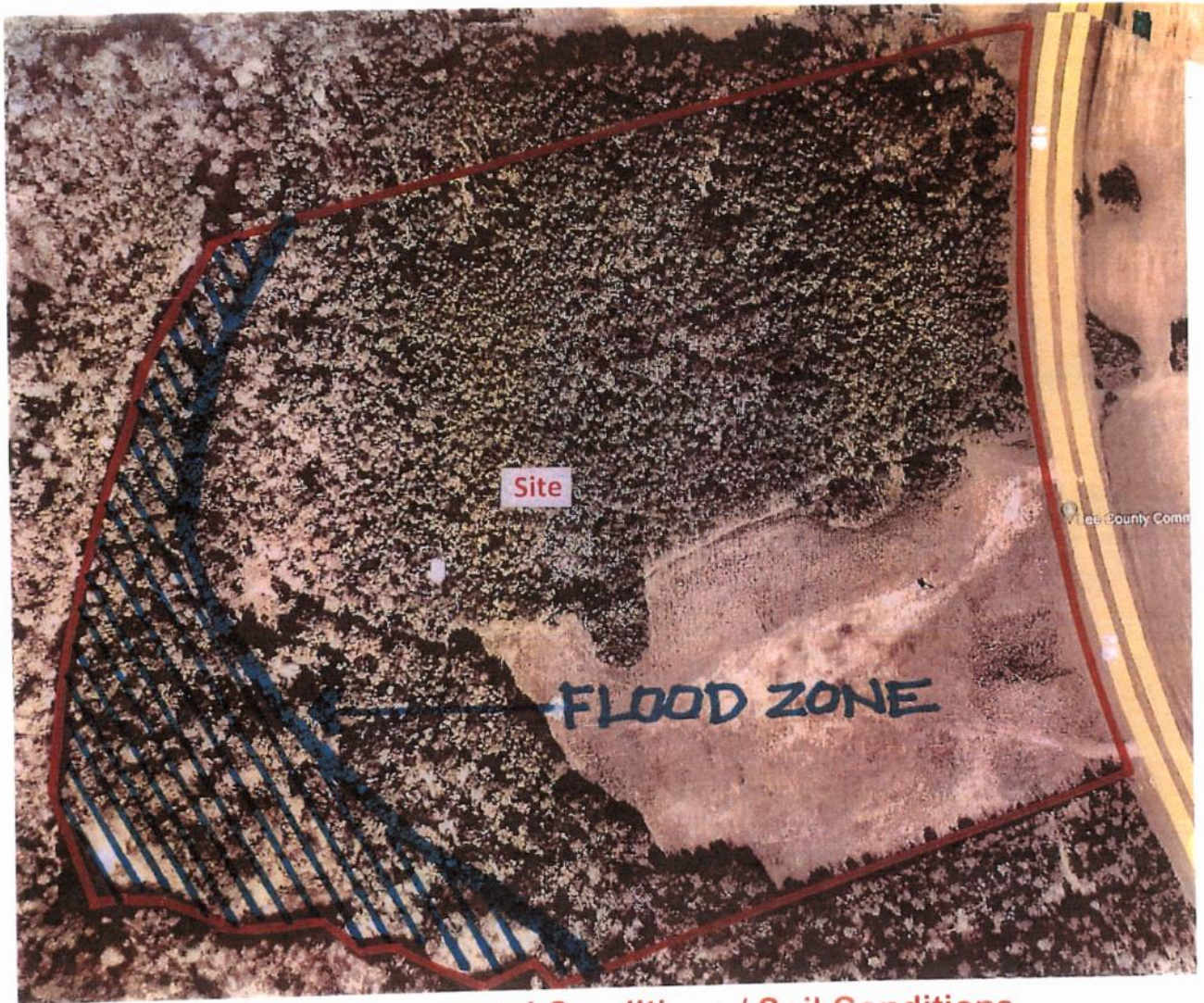




11. Easements / Restrictions

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

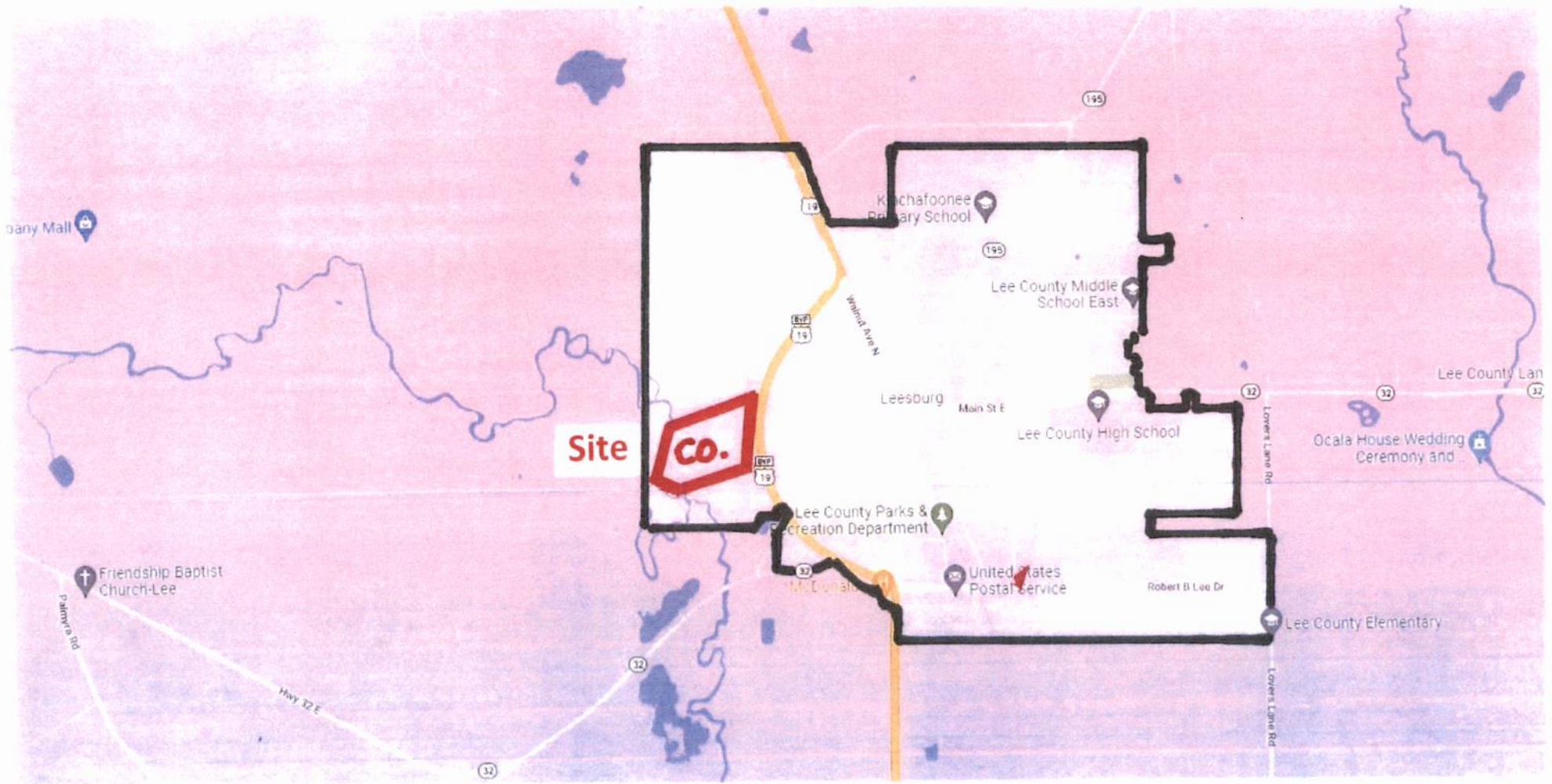




12. Environmental Conditions / Soil Conditions

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





Site CO.

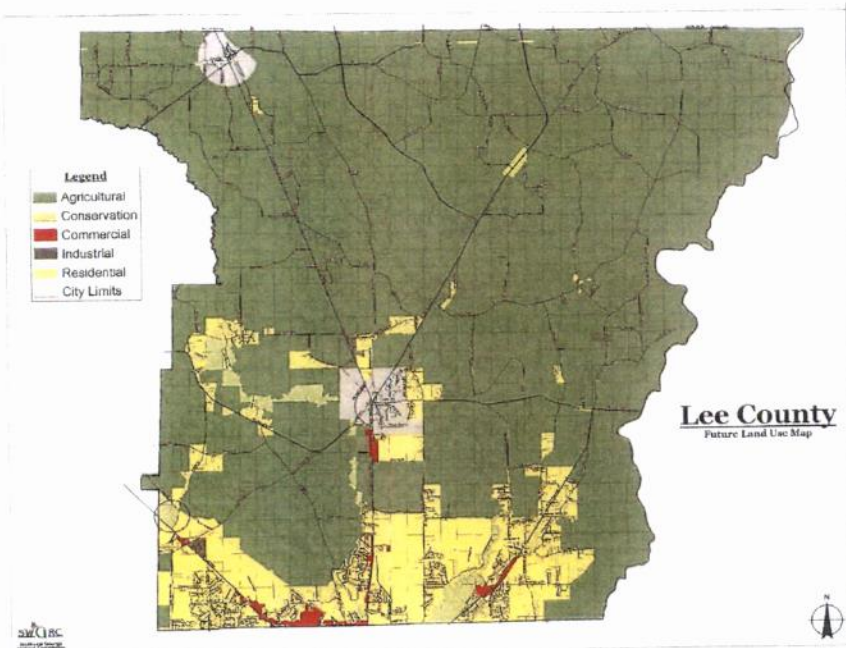
13. City / County Limits

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

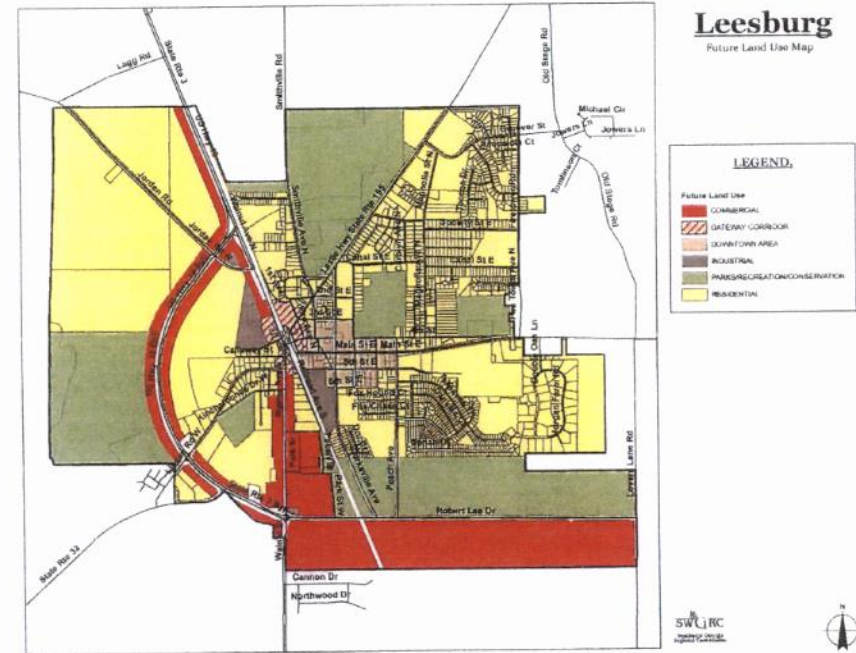


Future Land Use Map

Lee County



Leesburg



14. Zoning / Comprehensive Plan Implications

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

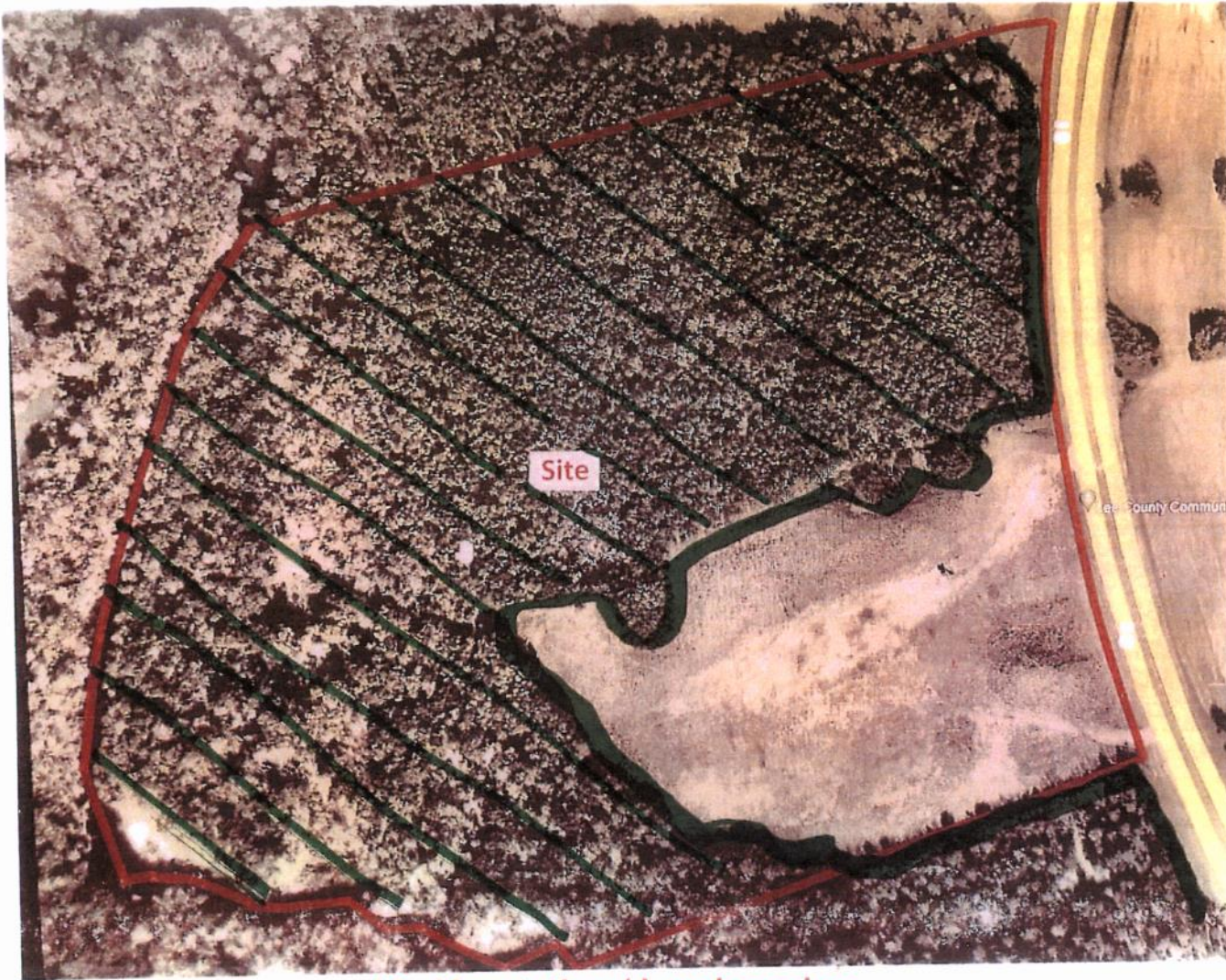




15. Site Layout Axis

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

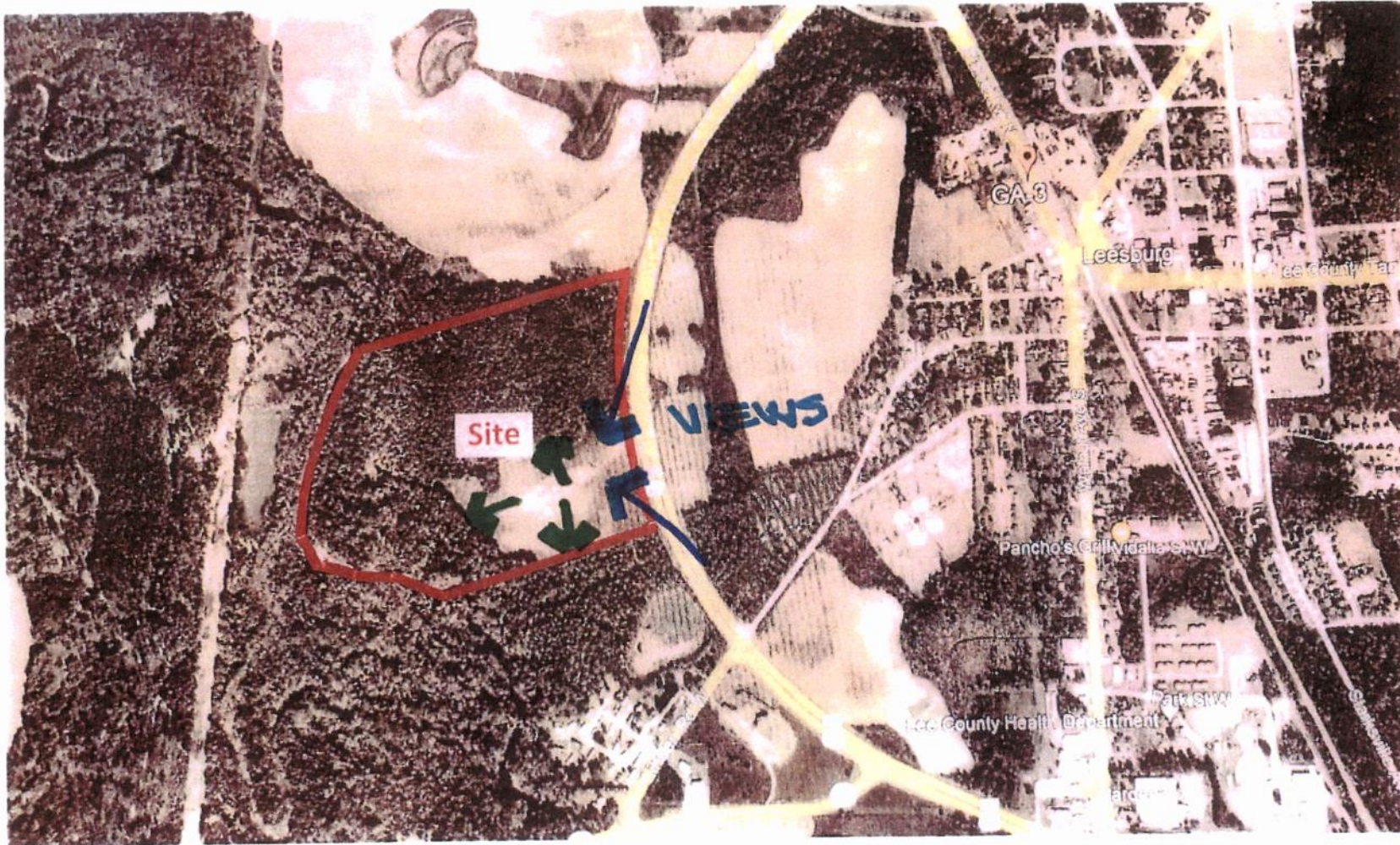




16. Vegetation / Landscaping

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

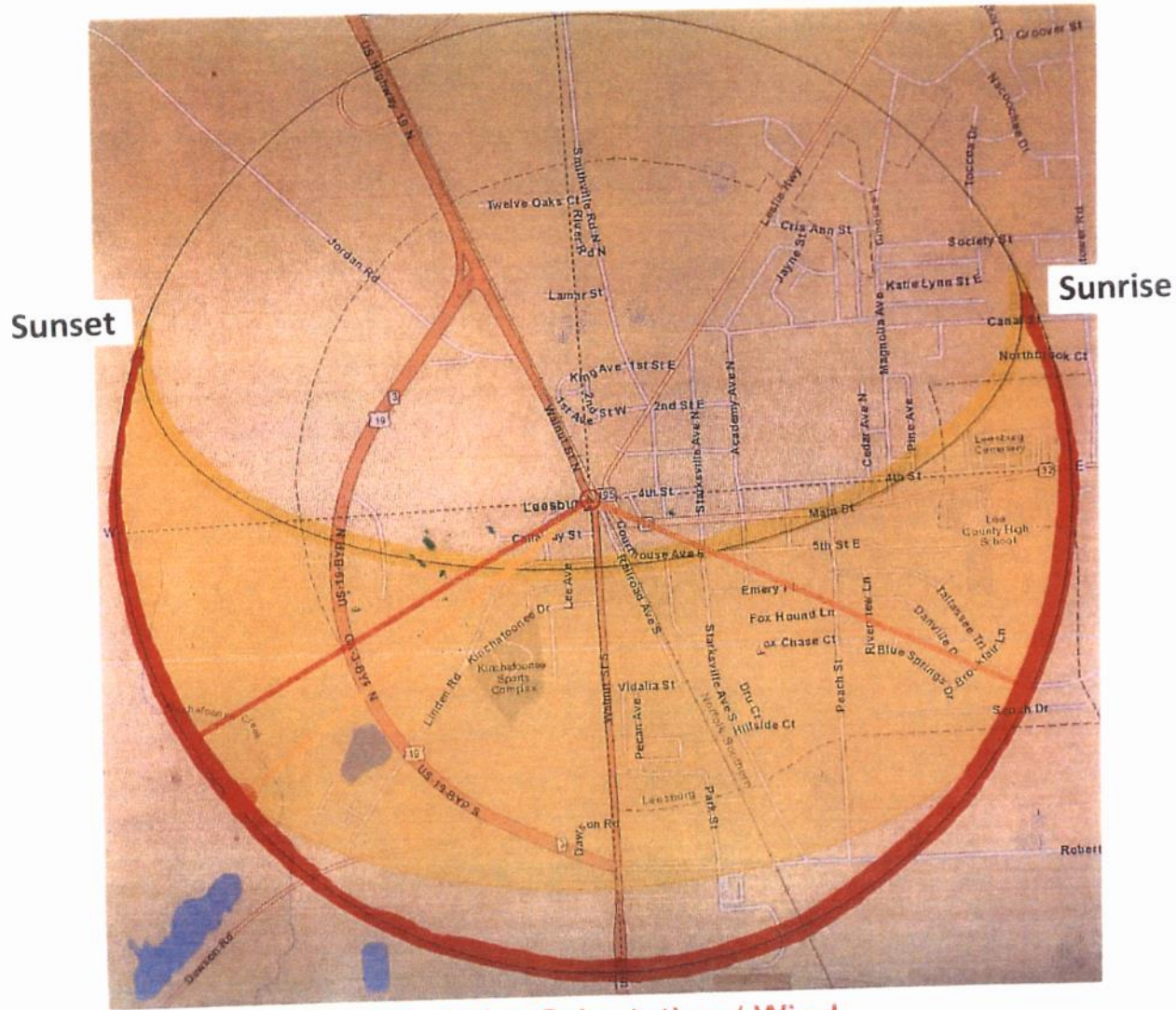




17. Views / Vistas

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





18. Solar Orientation / Wind

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



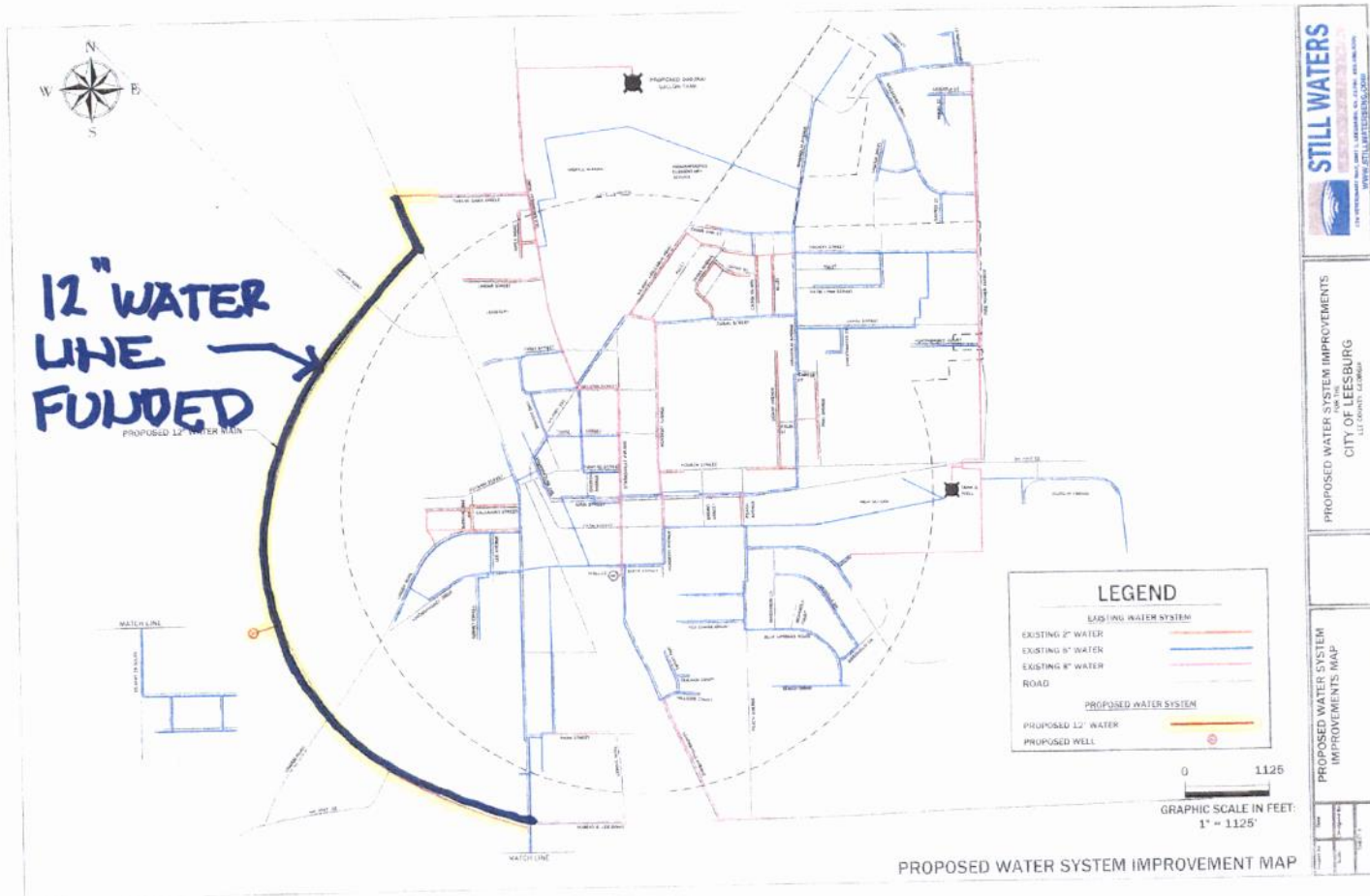
SUBSTATION



19a. Site Utilities Conditions & Capacities

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

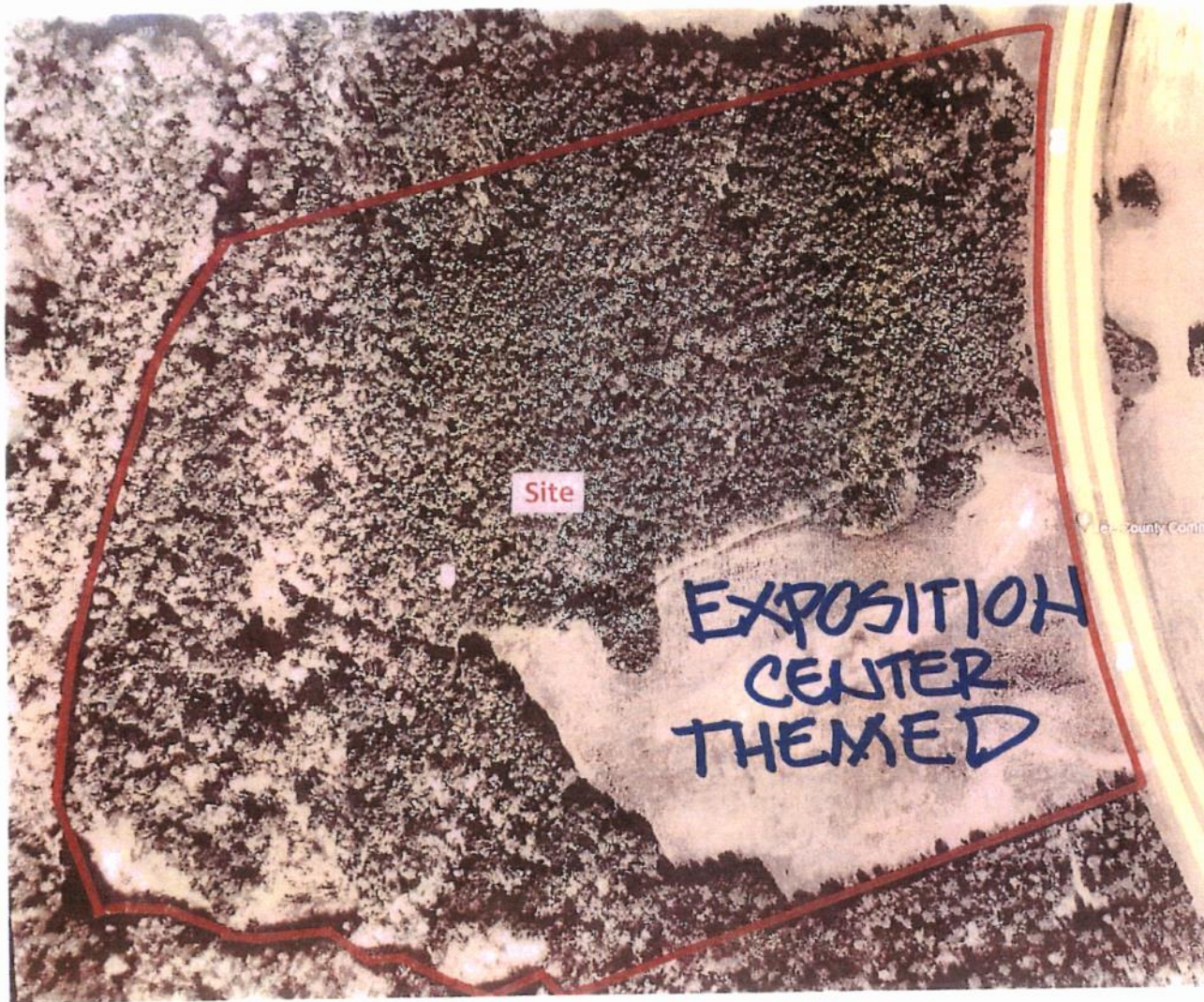




19b. Site Utilities Conditions & Capacities

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

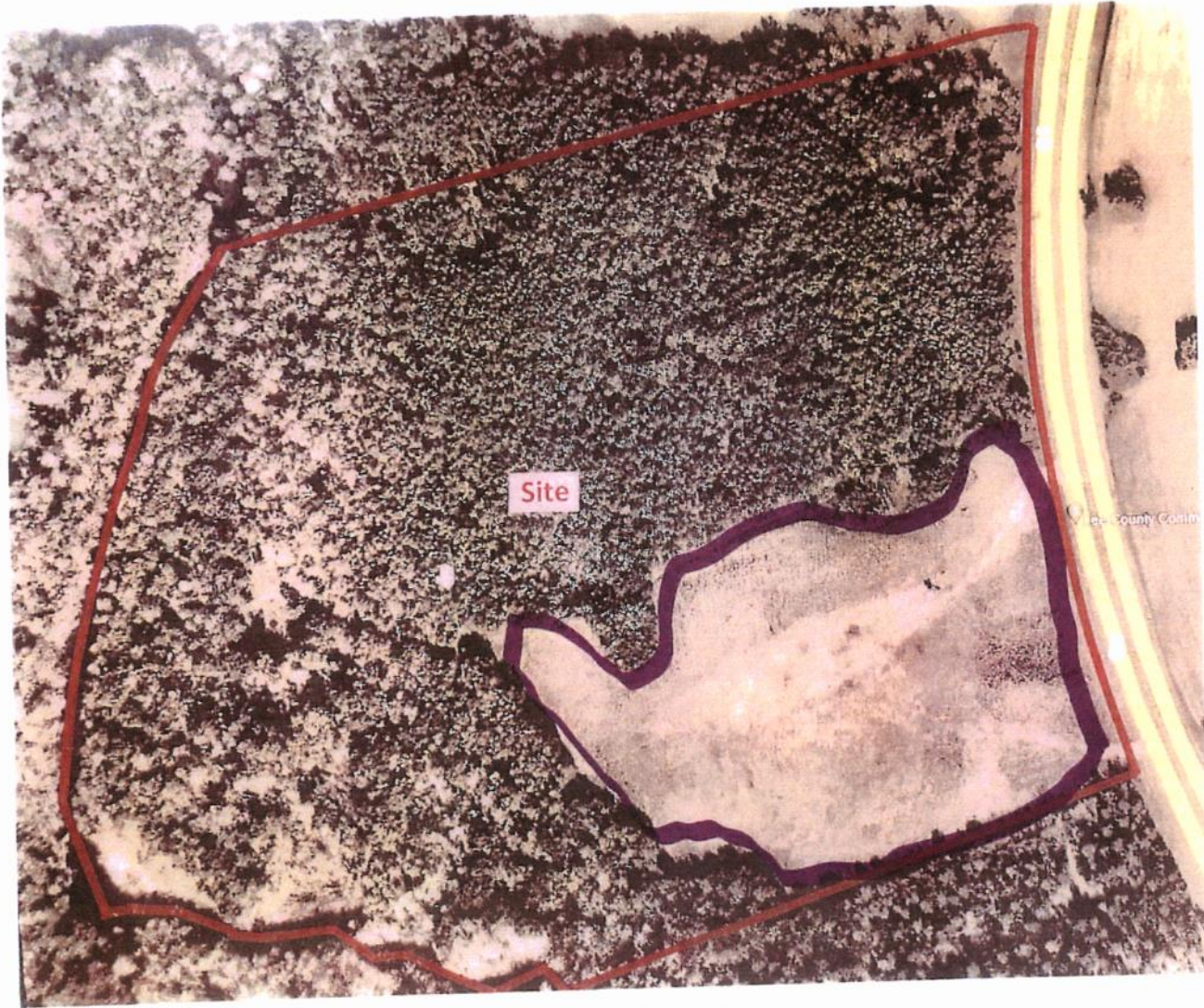




20. Architectural Themes / Image

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





21. Event Use Zones

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



Opportunities

1. To develop a multi-purpose Ag Events Center.
2. Provide green fields to serve as recreational practice fields, outdoor exhibit lawns, & overflow parking.
3. Provide separate entrances for attendees and service vehicles.
4. To develop an events complex that includes indoor and outdoor livestock, agricultural, equestrian and commercial exhibit space ,walking and riding trails, a kayak / canoe landing, amphitheater, athletic practice fields, and a RV Park.
5. Develop a strong sense of entry and arrival.
6. Provide a pleasant front door / front lawn and a significant service courtyard.

Constraints

1. The number of curb and median cuts that will be allowed.

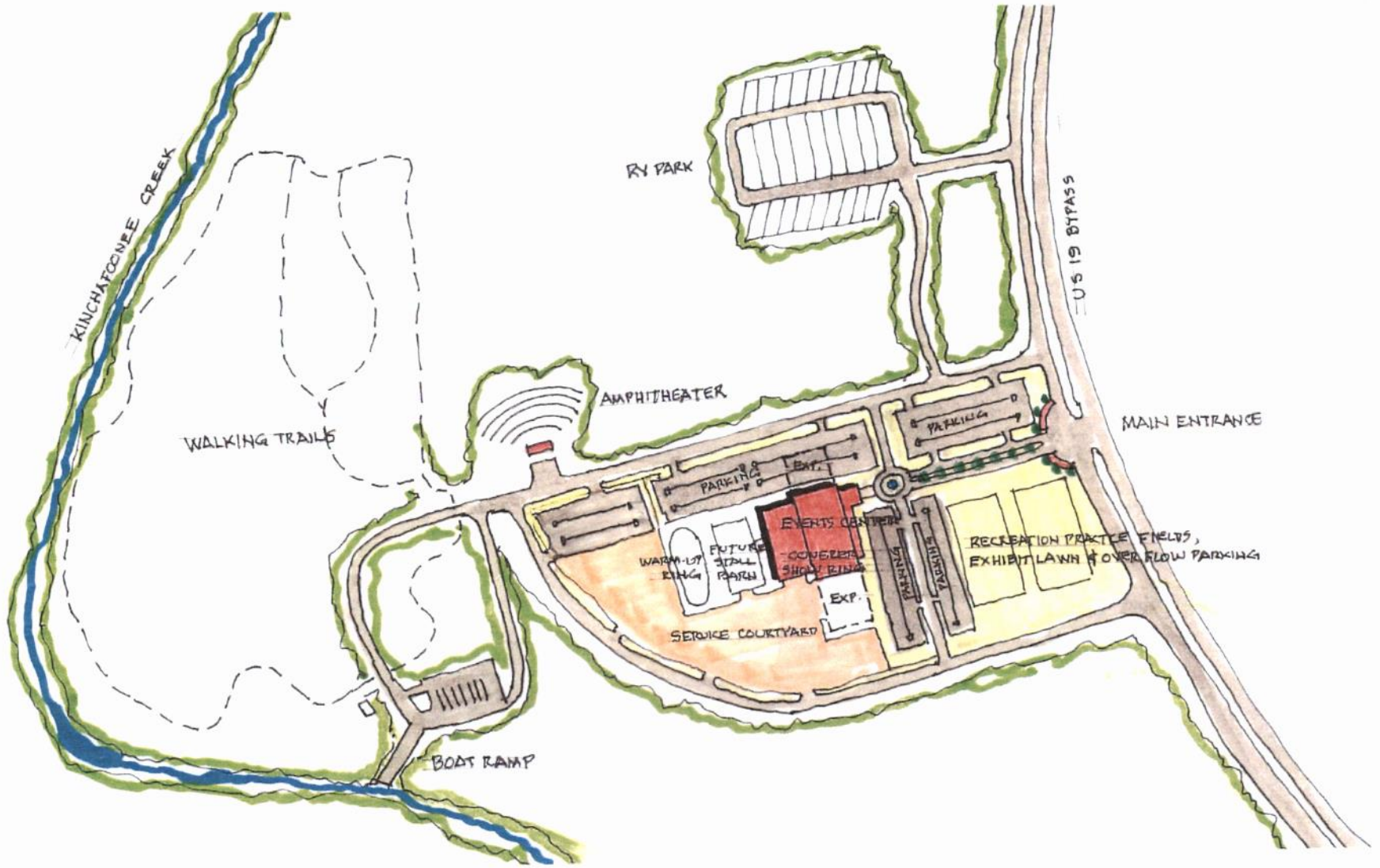
22. Opportunities & Constraints

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



Appendix

100-ACRES RECREATIONAL PLANNING COMMITTEE

T. PAGE THARP BUILDING
KINCHAFOONEE CONFERENCE ROOM
102 STARKSVILLE AVENUE NORTH
LEESBURG, GEORGIA 31763

JANUARY 6th & 7th, 2022



COMMITTEE MEMBERS

Lisa Davis
David Dixon
Bobby Donley
Christi Dockery
Art Ford

Jamie Knight
Jeremy Morey
Rick Muggridge

Judy Powell
Luke Singletary 229-886-9687
Tim Summers
Tom Summers
Jim Wright

WORKSHOP AGENDA - 100 ACRE RECREATION PROPERTY
102 Starksville Avenue N - Leesburg, GA - 31763

DAY 1 - JANUARY 6, 2022

- **Dinner Meeting** 6:30 pm T. Paige Tharpe
Kinchafoonee Room

DAY 2 - JANUARY 7, 2022

- **Mr. Smith to meet Jeremy Morey at Admin Building for transport to property**
8:45 am 102 Starksville Avenue N
- **On-Site Visit To Property** 9:00 am - 10:30am 231 SR 3 - Leesburg, GA
* Lee County BOC Members & County Staff
- **Site Analysis** 10:45 am - 12:15 pm 102 Starksville Avenue N
*100 Acre Planning Committee
- **Working Lunch** 12:15 pm - 1:45 pm 102 Starksville Avenue N
*100 Acre Planning Committee
- **Concept Development** 1:45 pm - 3:30 pm 102 Starksville Avenue N
- **Summary Session** 3:30 pm 102 Starksville Avenue N

A



100 Acres Recreational Planning Committee

Meeting Date: January 6, 2022

Sign-In Sheet

	Name	(City, State, Zip)	Email Address
1.	Paul Fryer	Stanton, GA 302	paul.fryer@mail.hoare.com
2.	BOB ALEXANDER	CITY OF LAWSONBURG GA.	BOB.ALEXANDER@CITYOFLAWSONBURGGA.COM
3.	Judy Powell		judy@bellsouth.net
4.	Rick Muggidge		rick@thefamilyagency.biz
5.	Luke Singletary		lukeingletary2012@yahoo.com
6.	Jim Wright		lwright@lee.ga.us
7.	TOM SUMMERS		Pentahope Farms @ ATT.NET
8.	CHARLIE SMITH		cdsmithaia@hotmail.com
9.	Jeremy Morey		morey@lee.ga.us
10.			
11.			
12.			
13.			
14.			
15.			
16.			
17.			
18.			

100 Acres Recreational Planning Committee

Meeting Date: January 7, 2022

Sign-In Sheet

	Name	Email Address
	Wendy Alexander	Wendy@ajbunch.com
JCP	Judy Powell	judy@bellsouth.net
	Richard Bush (City Council)	
MAYOR	Billy Brecken	billyhbrecden@bellsouth.net
ASF	Art Ford	art@artford@bellsouth.net
PER	BOB ALEXANDER	BOB.ALEXANDER@CITYOFLAWSONBURGGA.COM
	Paul Dixon	twadix@mcsl.com
	Luke Singletary	lukeingletary2012@yahoo.com
(H)	Jeremy Morey	morey@lee.ga.us
	Jim Wright	lwright@lee.ga.us
	Lisa Lane	lalan@lee.ga.us
	CHARLIE SMITH	cdsmithaia@hotmail.com
	RICK MUGGIDGE	rick@thefamilyagency.biz
	Billy Brecken	billy.brecden@cityoflawsonburgga.com
	Tom Summers	Pentahope Farms @ ATT.NET
	Audric London	alondon@albanyareaymcc.com

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 monies 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 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 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.

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

This Services Agreement ("Agreement") is effective as of ___ day of _____ ("Effective Date"), by and between the Magistrate Court of Lee County, Georgia, (hereinafter referred to as "Court"), with its principal place of business at 104 Leslie Highway Leesburg Ga. 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 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 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
Magistrate Court of Lee County
P.O. Box 522
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

Jim Thurman
Lee County Magistrate Court
Judge

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.

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

This Services Agreement ("Agreement") is effective as of ___ day of _____ ("Effective Date"), by and between the Superior Court of Lee County, Georgia, (hereinafter referred to as "Court"), with its principal place of business at 1100 Leslie Highway, Leesburg Ga, 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 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 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	Department
Superior Court of Lee County	Southwestern Circuit Probation
P.O. Box 49	P.O. Box 1106
Lccsburg Ga. 31763	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

R. Rucker Smith
Chief Superior Court Judge
Lee County Superior Court

Blake Hill
Southwestern Circuit Probation
Director

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.

PO Box 2194, Springfield, OH 45501
service@datacloudsolutions.net

TO Lee County Tax Assessors Office
109 Leslie Hwy
Leesburg, GA 31763

SALES CONTACT	SITE	PRICE GUARANTEE	QUOTE EXPIRATION
Billy Burle	Lee County BOA	240 Days	9/17/2023

QTY	DESCRIPTION	UNIT PRICE (\$)	LINE TOTAL (\$)
1	CAMA CloudSM Site License & Implementation; The one-time site fee for initial implementation covers all residential and commercial (RP) data-field mapping, screen layout, & initial data uploads/synchronization logic. Total account size of up to 15,000 parcels/accounts. (WinGAP)	n/a	5,900
1	CAMA Cloud: MobileAssessorSM Licenses (3+ year term); One-time license fee, UNLIMITED USE, iPad Package, w/ Data Collection, DynamicRoute SM , Interactive GIS, Touch Sketching, Instant PhotoBase SM .	\$1,875 X e Mobile Lic's	1,875
2	CAMA Cloud: Admin Console Licenses; Field tracking and audit trail, Real-Time Q.C. Module, Real-Time Administrative Dashboard & Reports. MA licenses * 70% = Free Admin Console licenses. Extra = \$1,000. (min = 2)	\$1,000 X e Ext AC Lic's	0.00
2.5	Onsite Training Days + Travel Allowance; 1-1.25 days Mobile/appraisers, 1-1.25 days Admin Console/supervisors. 2-2.5 days.	n/a	3,925
1	iPad Gen. Pro 3 A12 chip 11" 64GB (or better) with WiFi + LTE (County Preference for Carrier? Verizon/AT&T?); The one-time fee for acquisition, setup, configuration for MobileAssessor; and, transfer and delivery from DCS to County. + Case and AntiGlare Screen Cover.	\$1,050	1,050

Notes:

A full implementation going live **5 - 6 /2023** would be **\$13,148.50** if no payment plan is needed. (see maintenance on next page)

We offer a 5% discount off of year 1 fees if Licensing, Hardware, and Professional Services are paid up front. Please let us know if you'd like the discount so the agreement can be written accordingly.

ESTIMATE TOTAL	\$12,750.00
-----------------------	--------------------

Year	Standard	Discounted Upfront
1	\$8,835.50	\$13,148.50
2	\$8,835.50	\$3,700.00
3+	\$3,700.00	\$3,700.00
Upfront Savings:		\$ 822.50

- e.g., **July 1, 2022 - June 30, 2023 = \$13,148.50**
- Then by **July 31, 2023 = \$3,700.00**
- Then by **July 31, 2024 = \$3,700.00** (and each year thereafter for the same number of licenses, products, and not adjusted for CPI or 3.5% increase)

We look forward to hearing from you soon.

THANK YOU FOR YOUR INTEREST!

PO Box 2194, Springfield, OH 45501
service@datacloudsolutions.net

TO Lee County Tax Assessors Office
109 Leslie Hwy
Leesburg, GA 31763

ANNUAL MAINTENANCE & SUPPORT FEES

QTY	DESCRIPTION	UNIT PRICE (\$)	LINE TOTAL (\$)
1	SaaS Maintenance, Photo Repository, Field Audit History & Remote Support (3+ year term); SSL, and Guaranteed no-loss data backups & secure storage. (up to 15,000 parcels) *minimum \$1000 per yr (WinGAP)	\$0.08* x Est. Parcels	\$1,200.00
1	CAMA Cloud & MobileAssessor SM Maintenance (1 mobile + 2 desktop) *min. \$2200	% of License Fees	\$2,500.00
1	*Pro-rated Minimum Reserved Instance SaaS Hosting; Estimated Go-Live <u>5 - 6 /2023</u> (line 1) - July Budget	-%	- 804
1	*Pro-rated Maintenance & Support Discount; Estimated Go-Live <u>5 - 6 /2023</u> - July Budget	-%	-1,675
TOTAL EST. MAINT. COST			\$3,700.00 *1,221

I have read the information outlined in this form and authorize Data Cloud Solutions, a Woolpert Company to make required arrangements in order to perform the above mentioned tasks and agree to pay all referenced costs.

Acceptance of Quote/Order:

Signature/Date

Printed Name

We look forward to hearing from you soon.
THANK YOU FOR YOUR INTEREST!

Comparable Properties Equity & Uniformity Reports

This CAMAcloudSM module returns comparable properties* for a subject parcel and notifies you whether the subject's current valuation is fair and equitable or not. A uniformity indication of value is also returned to let you know what the value should be in order for the subject property to be treated in a uniform manner. An optional Estimated Sale Price (fair market value) can also be reconciled if you desire. **Unsold comps too!*

Comparability Report View

UNIFORM	Subject	Comparable #1	Comparable #2	Comparable #1	Comparable #2
UNIFORM					
Appraised Value	\$129,100				
Comparability Index	95%				
Uniformity Indication	\$130,900				
NON-UNIFORM					
Appraised Value	\$108,100				
Comparability Index	95%				
Uniformity Indication	\$35,100				

A la carte (WinGAP):

1. Site = \$7,5000 (one-time)
 - a. Annually = \$2,500 + \$0.02 per parcel

2. The above is for 2 licenses.
 - a. Each additional license to this module is a one-time fee of \$750, plus
 - b. \$250 more per additional license per year.

Change Detection

Sketch Validation + Unsketched CAMA Data Verification!

Geo-referencing of property sketches for quick identification of new construction or razes, or sketch data entry errors. Unlike other “sketch verification” or “change detection” services, this CAMAcloudSM module is seamlessly integrated with your sketch data **AND** your CAMA data. You’ll be able to detect sketch issues (which imagery comparisons cannot do!); as well as, data errors for unsketched items like pools, outbuildings, etc. Further, all related edits with CAMA, MobileAssessorSM, Quality Control, Desktop Review, or the Sketch Validation modules will all automatically synchronize between each system (no 2nd hand data entry). A great in-house tool for use during inclement weather when appraisers cannot be in the field; or, as an ongoing pre-canvas of your next reval areas.



Configurable flag colors for reasons like:
Field Visit
Data Entry
Further Review
Completed



Rotate, scale, and anchor sketch over aerial images.

Check for issues in sketched ***AND*** unsketched CAMA data.

Sketch could have been incorrect for years, and comparing 1 aerial to the next will not find an issue.

A la carte **(WinGAP)**:

1. Site = \$3,000 (one-time)
 - a. Annually = \$1,000 + \$0.02 per parcel
2. The above is for 2 licenses.
 - a. Each additional license to this module is a one-time fee of \$750, plus \$250 more per additional license per year.

Advanced Maps (for MobileAssessor)

An optional configuration of MobileAssessor that allows the customer to set dynamic GIS feature maps / heat maps, or color coded thematic maps that allow for quickly reviewing data for the geographic area they have cached within MobileAssessor. These heat maps/themes are based upon actual data, real-time, on the device... and does NOT require involvement of your GIS department and this, no delays in accuracy, etc. Additionally, the Advanced Maps upgrade provides you with:

- Seamless Pictometry (EagleView) integration,
- Google imagery + base layer
- OpenStreetMaps' imagery + base layer
- Ability to cache your own streets layer (for use in addition to the above providers)
- Future MobileAssessor GIS/Map enhancements

Grade/Class/Quality



Improvement \$/SqFt



A la carte:

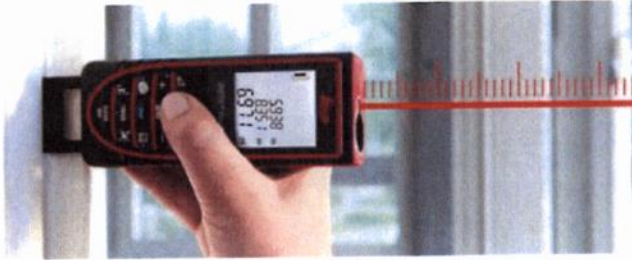
1. Site = \$1,000 (one-time), plus
2. Per MobileAssessor license = \$500 (one-time, each)
 - a. Annually = \$125 per mobile license

Disto Laser Sketching (for MobileAssessor)

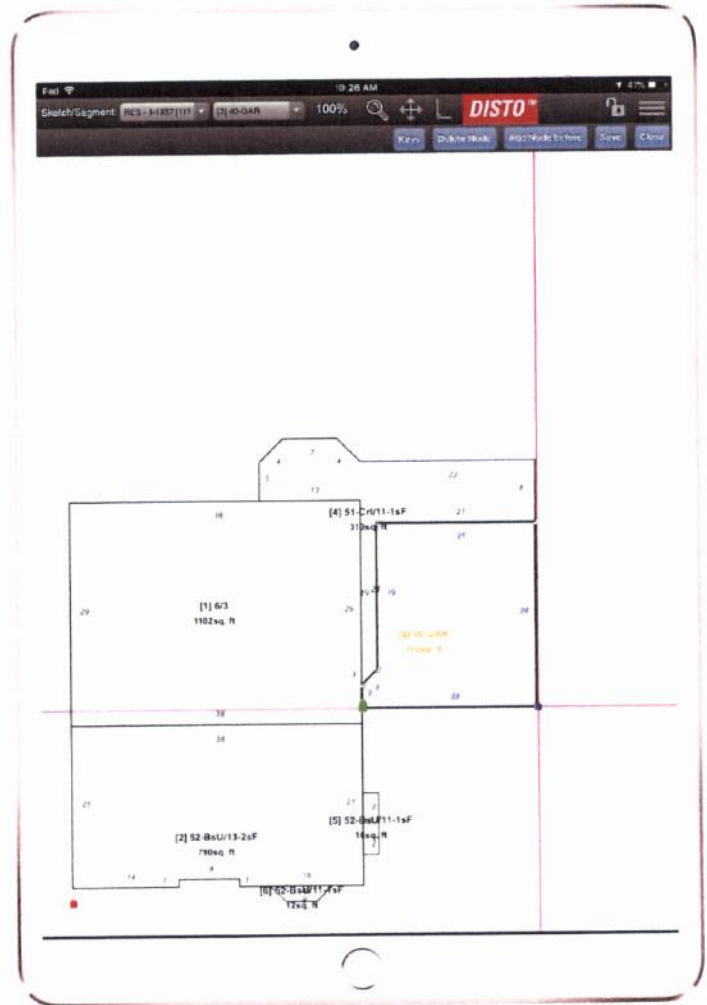
Privacy fences, rough terrain or landscape obstacles, dogs, agricultural/restricted access properties, and “big box” commercial properties’ sketching has never been easier. Simply stand perpendicular to the wall to be measured, snap a picture, and measure within the image... or utilize various other tools that do not require direct access or parallel line of sight of the wall. All measurements are sent directly to MobileAssessor, sketched, and synchronized back to CAMA and other CAMAcloud modules.

Disto Integrated Sketching

Another tool for accuracy and efficiency



We've integrated with the Leica Disto tool for more sketching options. Take a picture of a building and the measurements will be displayed in Mobile Assessor! Utilize Disto's 3-point measuring tool for easy measurements of large commercial structures and more!



A la carte:

1. Site = \$500 (one-time), plus
2. Per MobileAssessor license = \$350 (one-time, each)
 - a. Annually = \$87.50 per mobile license

***Ask us about special pricing on the Leica Disto Laser meters! Don't pay retail!**

Grade* Calculator

*(aka, Class/Quality)

An optional module for MobileAssessor (and the QC Module) that removes subjectivity from setting Class/Grade/Quality by asking a few objective data components and then producing a Grade in an accurate, consistent, and explainable manner. **Remove the guess work!**

9:56 AM Fri Nov 23 42%

MobileAssessor Any County

Class Calculator - Parcel (11530) - 1309 BAILEY DUMAS, TX 79029 Back

Current: Calculated Class : 5-

Calculate Class Update Cancel

Roofing Material State or Tile

Roof Pitch Med-High (6'-7'/12')

Roof Cuts & Levels (Style) 2 or Basic Hip

Exterior Wall Material Brick/ Brick Veneer/ Stucco/ Brd/ or P.

Multiple Building Materials 2

Ormentation/Extras 1

Shape/# of Corners L.-or- 5-6 corners**

1st Flr Openings (Front+1side) Less than 4

Window Construction Double-hung (double-pane glass)

Individuality a

A la carte **WinGAP**:

1. Site = \$2,500 (one-time), plus
2. Per MobileAssessor license = \$250 (one-time, each)
 - a. Annually = \$75 per mobile license

ASK ABOUT DISCOUNTS FOR BUNDLING MULTIPLE UPGRADES & MODULES!

J.K. Duren Company, Inc.
P.O. Box 1124
Roswell, GA 30077
770-992-5405
nancy@jkduren.com
www.jkduren.com

ADDRESS

Lee County Utilities Authority
905 US Highway 19 South
Leesburg, GA 31763

Quote 13160

DATE 01/25/2023

PROJECT

Jail Lift Station

DESCRIPTION	QTY	RATE	AMOUNT
High Tide Technologies HTT-1100 with: 8DI & 4AI This unit will monitor up to 8DI, and 4AI. The following I/O will be monitored: DI-1 Pump 1 Run DI -2 Pump 2 Run DI- 3 Pump 1 Fail DI -4 Pump 2 Fail AI-1 Flow Item of Installation Item of Start up Item of one year of monitoring service (additional years will be billed at \$535/year/unit	1	6,900.00	6,900.00
4" Krohne Mag Meter with Remote Electronics in NEMA 4X Windowed enclosure with surge protection, 30 feet of cable Installation of Windowed Enclosure with Electronics Item of Start-up	1	5,000.00	5,000.00

If this quote #13160 is purchased at the same time as Quote #13159 and all the work can be completed on one trip you can deduct \$1,000.

Installation of Flow Tube is not included.

This quote is good for 30 days.

TOTAL \$11,900.00

Accepted By

Accepted Date

Lee County Utilities Authority


Chairman
Victor Stubbs
Vice-Chairman
Authority Members:
Johnny Barthlein
Art Ford
Levent Gokcen
Robert (Bob) Usry
Amy Addison

905 US Hwy 19 S
Leesburg, GA 31763
Tel: (229) 759-6056
Fax: (229) 759-3319

CHRIS BOSWELL
General Manager
Tricia Holmes
Director of Administrative Operations
Ira Houston
Director of Field Operations

February 9, 2023

To: Lee County Board of Commissioners

From: Chris Boswell, Utilities Authority General Manager 

Subject: \$1.2 million American Rescue Act Funds for Water System Improvements to Serve Increased Populations ARPA Application

This referenced application was not awarded. However, as southern Lee County continues growing the major concern that affects this growth is potable drinking water availability. A new water source (well) is needed. This new well would provide for the expected growth that will come in the future.

To explain the need for improvements within our water system to handle the demand of an increase in population see the attached ARPA Application.

The current water sources (wells) will not provide enough water for the growth that is coming. Therefore, the reference \$1.2 million should be spent on a new source (well) so that future growth water needs are met.

Thank you for your time.

Chris

Chris Boswell

From: cgriffin@stillwaterseng.com
Sent: Tuesday, September 13, 2022 11:48 AM
To: Chris Boswell
Cc: Christi Dockery
Subject: ARPA Application for Drinking Water Increased Populations
Attachments: Lee County Board of Commissioners ARPA Application 9-13-22.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Chris,

Attached is a summary of the application that was submitted on behalf of the Lee County Board of Commissioners and the Lee County Utilities Authority.

There were other items added in the application, but they are not important in reference to what your board would be interested in reviewing.

Please let me know if you have any questions.

Thanks,

Chad Griffin



CHAD GRIFFIN

Project Manager

130 Veterinary Way – Unit 2

Leesburg, GA 31763

cgriffin@stillwaterseng.com

office: 229-496-5700 cell : 229-894-1159

fax: 229-231-3007

**WATER SYSTEM IMPROVEMENTS – TO
SERVE INCREASED POPULATIONS
ARPA**

**PREPARED FOR THE:
LEE COUNTY BOARD OF COMMISSIONERS**

Lee County, Georgia

SEPTEMBER 9, 2022

Still Waters Engineering Project No.: L0203.003

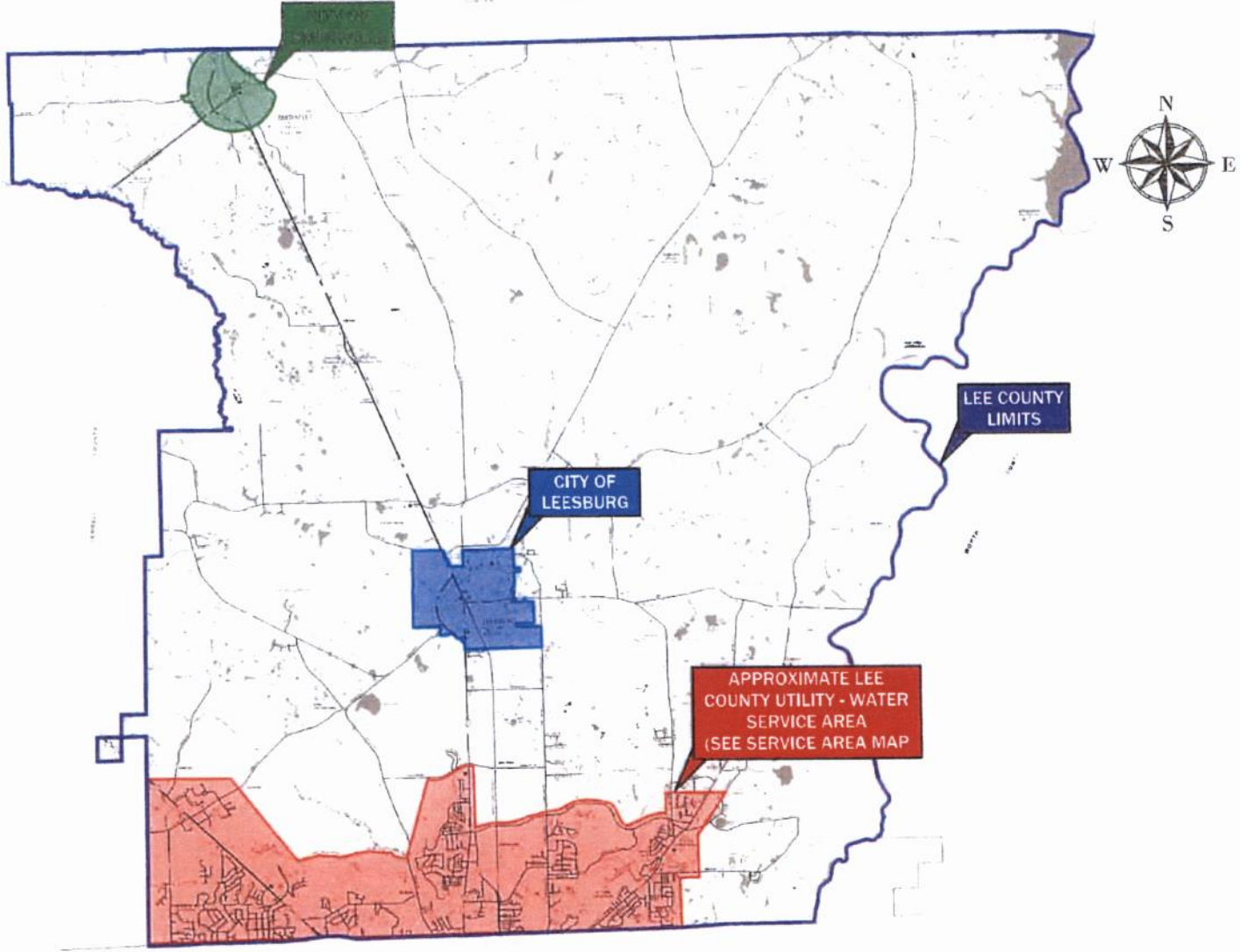


**Still Waters
Engineering**

130 Veterinary Way, Unit 2
Leesburg, GA 31763
229-496-5700 office

www.stillwaterseng.com





CONCEPT LAYOUT
 WATER MAIN IMPROVEMENTS
 NEW 2,000,000 GALLON ELEVATED TANK, 1,000 GPM
 WELL, AND CHEMICAL FEED BUILDING
 LEE COUNTY UTILITY AUTHORITY
 11000 UNIVERSITY BLVD., SUITE 100, LEE COUNTY, FL 33973

CONCEPT LAYOUT
 ONLY
 NOT FOR
 CONSTRUCTION

CONCEPT LAYOUT
 LEE COUNTY MAP

Project No.	11000
Date	11/11/11
Scale	AS SHOWN
Sheet No.	11000-11
Total Sheets	12

PROJECT NEEDS

The specific problems that the Lee County Utilities Authority are dealing with meet the eligibility requirements of 40 CFR 35.3520. The categories in which this project meets the eligible requirements are in the areas of treatment, storage, and source. The proposed project will include four infrastructure water system improvements that meet these needs. The first component is the installation of a 2.0-million-gallon composite elevated storage tank, the second component is a 1.0 million gallon per day production well and chemical feed treatment facility, the third component is a supervisory control and data acquisition (SCADA) system, and the fourth component is an emergency backup power supply (200 kW generator). Stated within this summary are the service area, future demand, existing facilities, and overall problems associated with the Lee County Board of Commissioners / Lee County Utilities Authority water system.

SERVICE AREA

The Lee County Utilities Authority currently provides water service to approximately 5,465 customers (approximate population of 14,235) and works under water system identification (WSID) number GA1770068. Some, but not all, residents within the County are provided public water service. In particular, the Lee County Utilities Authority only provides water service to areas in the southern portion of the County (south of Leesburg). The City of Smithville and the City of Leesburg also have their own public waters systems in Lee County. Residents, within the County that are not located adjacent to the Lee County public water system, City of Leesburg public water system or the City of Smithville public water system, are not provided public water service and must resort to using individual private wells or may be connected to one of several existing privately owned water systems in the County. Figure 1 on the attached Cost Effectiveness Analysis shows the area within Lee County serviced by the Lee County Utilities Authority.

18,832 see email from EPD → May 19, 2021

FUTURE WATER DEMAND

Lee County is one of the fastest growing counties in Southwest Georgia. Lee County began a period of rapid growth in the 1980's and 90's that has continued to the present. The vast majority of the County's growth is focused on the southern portion of the county in close proximity to the City of Albany, which is in neighboring Dougherty County. This area of growth almost entirely overlaps the service area of the Lee County Utilities Authority. The City of Leesburg has also experienced a similar growth rate within its City Limits, but it's overall proportion of the population has remained steady at around 10% of the County's population. The City of Smithville and other unincorporated areas of Lee County have experienced much less growth than that experienced by the area served by the Lee Co Utilities Authority. Table 1 below shows historic and projected populations totals for Lee County.

Table 1 - Historic & Projected Population Growth for Lee County, Georgia

Data Source	Lee Co. Population	Lee Co. Annual Growth Rate
1990 Census	16,250	--
2000 Census	24,757	5.24%
2010 Census	28,298	1.43%
2017 ACS	29,216	0.46%
2018 Census Estimate	29,764	1.88%
2020 Census	33,163	1.72%
2022 Projected Population ¹	33,738	
2042 Projected Population ¹	48,416	

1. Projection assumes growth continues at 1.72% average annual rate based on growth between 2010 and 2020 Censuses.

The above projections show a 43.5% population growth over the next 20 years. It is reasonable to assume that the Lee County Utilities Authority will experience a similar growth rate within its service area. At this growth rate the population of the service area would be expected to be 20,427 in 2042. Table 2 below shows historic and projected daily average water usage for Lee County Utilities Authority.

Table 2 - Lee County 5-Year Water Use History & 20-Year Projection

Year	Daily Avg Usage (MGD)
2017	1.38
2018	1.43
2019	1.62
2020	1.53
2021	1.47
2022	1.78
*2042	2.55

Notes: Data for 2022 is through the end of July.

2042 Projection is based off 20 year population growth projection and the 2022 Daily Average Usage

EXISTING FACILITIES

The Lee County Utilities Authority currently has 11 wells capable of supplying water to its water distribution system with a permitted groundwater withdrawal capacity of 2.5 MGD annual average and 3.0 MGD monthly average. Although the Authority's permit allows withdrawal up to 3.0 MGD for a monthly average, this flowrate tests the practical limits of its system operations. In June of 2022 the daily average usage for the system was 2.63 MGD and the County had to initiate outdoor water usage restrictions to be able to keep up with demand. In order to keep up with this level of demand the Authority has to run all wells 12-15 hours per day. (Note emails between Chris Boswell with Utilities Authority and Lisa Myler of EPD documenting need for implementing water usage restrictions are attached as letters of support.) In the case of a mechanical or power failure at one of the Authorities larger capacity wells it would not be able to continue to supply adequate flow and pressure to its customers. During periods of peak water usage, there is not adequate water supply to ensure that demand can be met in a dependable manner. Also documented in the letter of support from Lisa Myler with EPD is an instance in the Summer of 2021 where low water pressure in the system caused a customer complaint to EPD. This situation will only be exacerbated over the next 20 years as the service area population continues to grow. As demand increases with population growth and the system is not able to meet it adequately, the frequency of customers experiencing pressure problems and inadequate supply will increase.

The Utilities Authority operates and maintains 4 elevated water storage tanks with a total storage capacity of 1,750,000 gallons. These include a single 1,000,000 gallon tank and three 250,000 gallon tanks. Recommended storage capacity for water distribution systems falls within the range of 1-2 days of average daily usage. The Authority's current storage capacity is below this range for the usage to date during the 2022 calendar year. The current recommended storage would be 1.78 – 3.56 million gallons based on 2022 usage. Over the next 20 years, based on population projections, that recommended storage needs are projected to grow to 2.55 – 5.10 million gallons.

In addition to the supply and storage capacity shortages the system is already experiencing, there are currently additional water supply needs in the community. The Authority is in the process of constructing a project to extend service to Palmyra Mobile Home Park. This will add 30 additional

customers (104 population) that are currently served by a privately owned water system. An industry, Woodgrain Millworks, recently experienced a failure with its water system and the Utilities Authority is in the process of extending water to serve them. Georgia EPD has also identified another private water system Weslo Estates (143 population), in the Utilities Authority service area experiencing water quality problems (nitrate and lead) that does not have the financial capacity to make the necessary improvements. The simplest, most cost effective solution for Weslo Estates would be to allow the Utilities Authority to serve those residents. There are also several other small privately owned systems within the Utilities Authority's service area that are likely to encounter the need for costly improvements in future years that may not be financially feasible for the owners. The Utilities Authority will likely be expected to take on the responsibility of serving many of these customers as well. The combination of population growth within the system and extensions to serve these customers will add to the already overburdened condition of the Authority's existing distribution system.

To meet the storage capacity needed currently and to meet reasonable future growth more storage capacity is needed. Based off Table 2 projections shown above a 2.0 million gallon elevated storage tank will meet the current needs and allow a reasonable amount of growth over the longevity of the elevated storage tank. The new amount of storage capacity for the water system will be 3.75 million gallons, which meet current and reasonable future growth capacity needs.

In addition to the water supply and storage capacity needs, the Utilities Authority is also in need of and upgraded SCADA system for remote control of well & treatment facility sites and monitoring of tank levels. The Authority's existing system does not encompass all of its existing well and tank sites and is antiquated. This setup does not allow effective and efficient control of the Authority's system and requires more resources and staff hours for repeated trips to well & treatment facility sites. A new SCADA system that incorporates all well and tank sites would allow for a much more efficient and economical operation of the system. A new SCADA system would help ensure wells are turned off prior to tanks reaching overflow levels, which will ensure water is not being wasted thereby conserving water as well as energy.

The final need that Lee County Utilities Authority must address is the lack of adequate backup power supply for well and treatment facility sites. Most of the Authority's well and treatment facility sites do not have an emergency-standby generator. Some have the capability of being operated by a portable generator set, but the Authority does not have enough portable generator sets to operate all well sites. The Authority has determined that it is necessary to install a dedicated standby emergency generator at all future well sites including the currently proposed new well and water treatment facility site.

Chris Boswell

From: Stevens, Linda <linda.stevens@dnr.ga.gov>
Sent: Wednesday, May 19, 2021 1:13 PM
To: Grubb, Lynne; Earley, Sean; Hope Dozier (crystalriverservices@yahoo.com)
Cc: Ira Houston; Chris Boswell; Howell, Jay; Myler, Lisa
Subject: Lee County Utilities Authority - 1770068

I recently completed a sanitary survey in Lee County. Their population has increased from 14,235 to 18,832, this moved them from 15 bacti samples monthly to 20 bacti samples monthly. The new schedule will take effect June 1, 2021. I have already notified Ira via phone. The inspection report and letter will be going out shortly.

Linda Stevens
Environmental Specialist

Environmental Protection Division
Southwest District Office
2024 Newton Road
Albany, GA 31701
(229) 364-2237 Cell
(229) 430-4144 Office
(229) 430-4259 Fax
Email: Linda.Stevens@dnr.ga.gov



**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	2	01/01/2023	1 Year
Utilities Authority	1	01/31/2023	1 Year

Upcoming Volunteer Board Vacancies	Vacancies	Expires	Term
Community Foundation Board of Trustees – Lee County	3	03/25/2023	2 Year
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”

Utilities Authority			
District	Name & Address	Term	Appointing Authority
	VACANT	1 Year Term Expiring on 01/31/2024	County
1 06/30/2017	Art Ford 407 GA Hwy 32 East Leesburg, GA 31763	1 Year Term Expiring on 06/30/2023	County
1 06/30/2017	Victor Stubbs 181 Magnolia Avenue Leesburg, GA 31763	1 Year Term Expiring on 06/30/2023	County
1 01/31/2023	Amy Addison 193 Quail Valley Drive Leesburg, GA 31763	1 Year Term Expiring on 01/31/2024	County
4 01/31/2017	Johnny Barthlein 156 Pheasant Drive Leesburg, GA 31763	1 Year Term Expiring on 01/31/2024	County
01/31/2023	Bob Usry 586 State Hwy 118 E Leesburg, GA 31763	1 Year Term Expiring on 01/31/2024	County
3	Levent Gokcen 374 Hickory Grove Rd. Leesburg, GA 31763	1 Year Term Expiring on 06/30/2023	County
<p>Members must be Lee County citizens. Meetings are held on the third Thursday of each month (12 meetings annually) at 6:00 p.m. at the T. Page Tharp Governmental Building, Opal Cannon Auditorium, 102 Starksville Ave. N., Leesburg, GA 31763</p> <p>General Manager ~ Chris Boswell Email: cboswell@lee.ga.us; Telephone: (229) 759-6056; FAX: (229) 759-3319 Utilities Administrator ~ Tricia Harris, Attorney ~ Jimmy Skipper.</p> <ul style="list-style-type: none"> • Board Members: paid \$100/mthly 			



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
 - Awaiting documents to be returned from the contractor
 - 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. Construction should begin in the next few weeks.

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: 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
- Brittany Lakes 2
- Buck Run 5
- Cypress Cove 3
- DeSoto Silicon Ranch Phase III
- Finish Line Storage 2
- Ledo Self Storage 2
- Live Oak 3
- 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

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
 - SPLOST 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

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

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)

Smithville Road Bridge

- Georgia Department of Transportation, GDOT, plans to replace the bridge over the Muckaloochee Creek on Smithville Road
- Construction and Maintenance Easements sent to 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 Began: October 1, 2019
- Collection Expires: 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
- Cities and County began receiving revenue in May 2019

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 2029

Westover Extension

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

RFPs and RFQs

Open

Indigent Defense Services for Magistrate Court

- Bid Opening: February 23, 2023
- Results to be brought to the Board on March 14, 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

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

Landfill Retaining Wall Phase II

- Pre-Bid Meeting: July 28, 2022
- Bid Opening: August 11, 2022
- BOC awarded bid on August 23, 2022 to **Griffin Grading & Concrete** for \$127,164.10

Future

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

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: 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, GEORGIA
A RESOLUTION FOR THE PURPOSE OF NAMING
AN OPEN RECORDS OFFICER, AN ALTERNATE OPEN RECORDS
OFFICER, AND FOR OTHER PURPOSES

WHEREAS, the provisions of the Georgia Open Records act, the “Act” (O.C.G.A. Section 50-18-70, *et seq.*), were amended by action of the Georgia General Assembly during its 2012 session; and

WHEREAS, the Act allows for the appointment of an Open Records Officer to whom all written requests for records must be made; and

WHEREAS, the Act also provides that a county may require all requests made under the Act to be made in writing; and

WHEREAS, the Act further provides for notice of such change; and

NOW THEREFORE, pursuant to the provisions of the Act, the Lee County Board of Commissioners does hereby resolve as follows:

1. **Kaitlyn Good, County Clerk**, is designated as the **Open Records Officer** and **Payton Harris, Deputy County Clerk**, is designated as the **Alternate Open Records Officer** to act in the Open Records Officer’s absence, both to act for **Lee County** and all of its related and subsidiary entities as defined in the Act, herein the “County”;
2. **The term “Lee County and all of its related and subsidiary entities” includes the following county departments and entities:** Administration, Building Inspection, Code Enforcement, Planning, Zoning & Engineering, Finance and Utility Billing, Human Resources, Information Technology, Parks and Recreation, Public Safety (i.e. 911, Fire & EMS), and Public Works;

But does not include: Elected Constitutional Officers, Sheriff’s Office, Superior Court, Probate Court, Magistrate Court, Tax Commissioner, Tax Assessor, Utilities Authority, Development Authority, and the Office of Elections and Registration.
3. All written requests for records made under the Act directed to the County shall be made to the Open Records Officer, or in his or her absence, to the alternate;
4. The Open Records Officer is directed to cause all County websites to prominently display this this designation and requirement;
5. The Open Records Officer is directed to notify **James Skipper** as the **county attorney** and other media regularly covering County matters of the content of this resolution;
6. The Open Records Officer is directed to notify all county employees and volunteers that any requests made under the Act shall be directed to the Open Records Officer or his or her alternate; and
7. This action shall be effective immediately upon the notifications to the media and the changes to the websites having been made.

Resolved this ___ day of _____, 2023, by action of the **Lee County Board of Commissioners.**

Billy Mathis, Chairman

Date

Kaitlyn Good, County Clerk

BUILD AGREEMENT

This Build Agreement is made this ___ day of _____ 20___, by and between Windstream Kinetic Fiber, LLC, a Delaware limited liability company (“WIN”), and Lee County Board of Commissioners (the “County”).

In consideration of the mutual covenants and agreements, the parties hereto do mutually covenant and agree as follows:

INTRODUCTION

1. **Purpose.** On or about October 31, 2021, County submitted an application to the State of Georgia for an American Rescue Plan Act State Fiscal Recovery Fund Award (the “Broadband Grant”) in the amount of \$12,541,241.00 (the “ Grant Funds”) for the purpose of financing a portion of the designing, construction, installation and implementation of a fiber-optic broadband network capable of at least 100 Mbps symmetrical (for download and upload) in areas of Lee County, Georgia currently designated as unserved or underserved areas. WIN partnered with County in connection with the Broadband Grant application and has committed to the County that it intends to design, construct, install and implement the network in such areas of Lee County according to plans and specifications to be agreed upon by the parties within a reasonable time after the Broadband Grant funding is approved, and in no event later than the date of the Broadband Grant expiration. Since the total expenses associated with the Project are estimated to be at least \$21,079,045.00, County has committed to provide the sum of \$1,200,000.00 in matching funds from County’s share of the CSLFRF (the “County Funds”) and WIN has committed to provide the sum of \$7,337,804.00. The use of the Grant Funds will allow WIN to develop valuable telecommunications facilities for community residents, which will result in the increased availability of telemedicine, distance learning, and telework services.
2. **Need for Fiber Optic System.** Both WIN and the County recognize the need for installation of certain telecommunications facilities/broadband services within the County to meet the increasing capacity demand of residents by increasing speeds available to all residents of the County and especially to those residents located in areas of the County which may be considered unserved or underserved.
3. **Project Funding.** Subject to the County’s receipt of the final approval of the Project from the appropriate federal and state agencies with authority to do so, and the commitment of such agencies to commence the disbursement of the Grant Funds, the County will provide the Grant Funds, plus the County Funds, to WIN to be utilized by WIN in accord with this Agreement to pay costs and expenses resulting from the designing, constructing, and installation of the Project, as described below, within the limits of the County pursuant to the terms and conditions of this Agreement. Notwithstanding the foregoing, no provision of this Agreement shall be construed to obligate the County to disburse Grant Funds to WIN until the County has actually received such Grant Funds for such purpose. After all Grant Funds and any amounts contributed directly by the County itself have been paid to WIN, except for the retainage described in Section 6 of this Agreement, the remaining costs of constructing the Project will

be paid by WIN. The parties agree that if state or federal auditors disallow some portion of the Grant Funds or the Grant Funds are otherwise limited by actions of the state or federal government, neither party will be required to make up the difference, and the parties will work together to reach mutual agreement on how to adjust the scope of the Project to compensate for the reduced amount of Grant Funds. County acknowledges that WIN is receiving the Grant Funds and the County Funds in consideration of its decision to install broadband infrastructure in the area covered by the Project.

THE PROJECT

4. **Project.** The Project entails WIN constructing fiber as generally shown on the drawing attached hereto as **Attachment A** in order to expand high-speed internet services to approximately 4,234 households, which number may also include Multiple Dwelling Units and commercial properties, within the County. The household count is based upon internal address data WIN obtained from multiple vendors. Upon completion of the Project, WIN will be able to offer and will offer broadband service to each residence within the Project area utilizing the facilities constructed as part of the Project, which newly constructed facilities may be connected to existing facilities. Additionally, as part of the Project, WIN will upgrade the electronics within this area, if necessary, in order to provide broadband speeds of at least 1 gigabit download and upload to the households within the County as shown on **Attachment A**. Certain Multiple Dwelling Units within the Project area may require internal wiring upgrades beyond the scope of the Project in order to receive broadband speeds of at least 1 gigabit download and upload. Any commercial properties within the Project area may require additional wiring/cablings inside the premises that will be the property owner's responsibility.
5. **Project Costs and Use of Project Revenues.** The Grant Funds and the County Funds will be used solely for costs incurred to complete the aspects of the Project described in **Attachment B** and for no other purpose.
6. **Funds.** The Grant Funds shall be disbursed to WIN via wire transfer or check. County will use its best efforts to submit all requests for any disbursements of Grant Funds at the earliest opportunity that County would be entitled to such disbursement. Monthly WIN will provide to County such documentation that is necessary for County to seek reimbursement from the Georgia State and Local Fiscal Recovery Fund (the "Reimbursement Documentation"). County commits to request reimbursement from the Georgia State and Local Fiscal Recovery Fund upon approval by the County, which will occur within ten (10) business days of receiving the Reimbursement Documentation. County further commits to pay to WIN any portion of the Grant Funds distributed to County within ten (10) business days of receipt, unless a longer or shorter timeframe is required by the Terms and Conditions, as that term is defined below. The County shall be entitled to withhold the County Funds as retainage (the "Retainage") under this Agreement. The parties agree that one-half of the Retainage will be distributed upon completion of all construction required by this Agreement and the remaining one-half will be disbursed upon Final Completion and Acceptance of the Project. "Final Completion and Acceptance of the Project" shall mean the completion of all construction required by this Agreement, the payment of all subcontractors and the execution and delivery of final lien waivers and releases by all subcontractors, the provision by WIN of a properly executed final

release and waiver of all liens in favor of WIN, the completion of all “punch list” items reasonably required by the County, the conclusion of all operational testing of the installation hereunder, the submission by WIN of all financial, performance, and other reports as required by the terms and conditions of the Federal award (the “Final Close-Out Report”), and the final approval of the completed Project by applicable federal and state departments and agencies. The parties agree that County was awarded a cost per location of \$2,962.00. To the extent that WIN does not expand high-speed internet service availability to the 4,234 households shown on **Attachment A** by December 31, 2026, WIN will return to County the amount of \$2,962.00 multiplied by the difference between 4,234 households and the number of households high-speed internet service is made available to by WIN.

7. **Political Activity.** No portion of the Grant Funds or the County Funds will be used for any partisan political activity or to further the election or defeat of any candidate for public office or influence the approval or defeat of any ballot issue.
8. **Prohibition Against Payment of Bonus or Commissions.** No portion of the Grant Funds or the County Funds will be used in payment of any bonus or commission for the purpose of obtaining any approval or concurrence under this Agreement.
9. **Reporting and Compliance.** County agrees to prepare and submit all reporting required in connection with its receipt of the Grant Funds (the “State Reporting”), including financial reports, performance (technical) reports, and annual reports. On a quarterly basis, or more frequently if required by the State Reporting standards, WIN will provide County, in a timely manner, with information within its possession, in its control, or which WIN can reasonably obtain, which is necessary for County to fulfill its State Reporting obligations, and WIN shall prepare and/or submit reports as authorized and requested by the County. WIN shall, and does hereby, agree to indemnify, defend, and hold County harmless for any financial or other losses arising or resulting from the failure or refusal of WIN to provide such information to County in a timely manner. County agrees that it will not alter any information provided to it by WIN to be used for State Reporting or other purposes, without first obtaining WIN’s written consent. To the extent possible, County will arrange for WIN to have read-only access to any State Reporting electronic portals, but County will still be responsible for completing and submitting all State Reporting. WIN agrees that it will provide County with such assistance as is reasonably necessary to allow County to comply with the American Rescue Plan Act State Fiscal Recovery Fund Broadband Infrastructure Award Terms and Conditions, including those terms listed in Exhibit B of the Award Terms and Conditions, as executed by the County on March 17, 2022 (the “Terms and Conditions”) and that it will comply with such portions of the Terms and Conditions that are directly applicable to WIN as a for profit sub-recipient. The Terms and Conditions are attached to this Build Agreement as Attachment C. In addition to mandatory reporting otherwise required in the Terms and Conditions, WIN will also provide the County with regular progress reports (at least quarterly) of the approximate number of households passed by the expansion of the broadband network.

CONSTRUCTION

10. WIN Responsibilities.

- a. All work on the Project will conform to the plans described in **Attachment(s) A and B.**
- b. The Project shall be performed in a good and workman like fashion, free of material defects, in keeping with the prevailing industry standards, in accordance with all applicable building, electrical, and safety codes, and in accordance with the plan and specifications mutually agreed to by the parties.
- c. Upon completion of the Project, WIN shall notify the County.
- d. WIN shall be responsible for Project Costs that exceed the total amount of the Grant Funds and the County Funds.

11. **Completion Date.** The parties agree to use commercially reasonable efforts to have the Project completed on or before December 31, 2026, but in no event later than any deadline established pursuant to the Terms and Conditions.

LEGAL INTERESTS/RIGHTS IN CONSTRUCTED PROJECT

12. **Project Ownership.** The County will have no ownership right or interest in any part of the Project and hereby irrevocably grants, sells, transfers, conveys, sets over, and assigns any interest that it may have or may in the future obtain in the Project to WIN. WIN retains full legal and/or beneficial title to any and all components of the Project, including during construction, and the components will be utilized as part of the WIN network. WIN agrees that it will operate the Project assets in compliance with applicable federal, state, and local statutes, ordinances, and regulations, that WIN will be the end user services provider to all end users being provided broadband service utilizing the Project assets, that WIN will provide for all billing, customer relations, marketing with respect to the broadband service being provided over the Project assets, and that County will have no responsibility for any such matters. WIN will manage the Project's assets for their most efficient use, consistent with current management practices of the WIN network, including transferring title to, or allowing use by, other parties.

GENERAL TERMS & CONDITIONS

13. **Term.** This Agreement shall become effective upon its execution and shall expire upon completion of the Project. Notwithstanding the expiration of this Agreement upon the completion of the Project, WIN will continue to provide commercially reasonable assistance to the County in responding to any subsequent audits of the Project by governmental authorities.
14. **Relationship of Parties.** Each party shall perform its duties under this Agreement and neither party has the authority to create binding obligations or liabilities on the part of the other party through the first party's actions.

15. Warranties. Each party represents and warrants that the entry and performance of this Agreement are within the powers of the respective party; have been duly authorized by all necessary actions; have received all necessary approvals; do not contravene any law, regulation, decree, or any contractual obligations; and will be the legal and binding obligations of the party.

16. Successors and Assigns.

- (a) **Generally.** This Agreement shall be binding upon and shall inure to the benefit of and be enforceable by, the parties hereto and their respective successors and permitted assigns. Unless otherwise set forth herein, neither of the parties may assign this Agreement to any other person or entity without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed.
- (b) **Exceptions.** Notwithstanding the foregoing,
 - (i) Unless specifically prohibited by the Terms and Conditions, WIN may assign this Agreement without the consent of the County to any WIN affiliate, to the surviving entity into which WIN may merge or consolidate, or to any entity to which WIN transfers all, or substantially all, of its business and assets or its stock or all or a substantial portion of its assets located within the limits of the County, and such affiliate or transferee shall assume in writing all of WIN's obligations under this Agreement;
 - (ii) Unless specifically prohibited by the Terms and Conditions, WIN may, at any time, transfer its ownership interest in any of the Project components to any WIN affiliate without the consent of County, but WIN shall remain the provider of broadband services utilizing the Project assets unless the transferee accepts such responsibility in writing; and
 - (iii) WIN shall also have the right, without the consent of the County, to assign or otherwise transfer this Agreement as collateral to any lender to WIN (or lender to any successor or assign of WIN); provided that the assignee or transferee in any such circumstance shall continue to be subject to all of the provisions of this Agreement, except that any lender shall not incur any obligations under this Agreement, nor shall it be restricted from exercising any right of enforcement or foreclosure with respect to any related security interest or lien, so long as the purchaser in foreclosure is subject to the provisions of this Agreement.

17. Notices. All notices, requests, demands and other communications required or permitted to be given or made under this Agreement shall be in writing, and shall be deemed to have been duly given (a) on the date of personal delivery, (b) on the date of delivery to a nationally recognized overnight delivery service, or (c) on the date of deposit in the U. S. mails, postage prepaid, by certified mail, return receipt requested, in each case addressed as follows, or to such other addresses as shall be designated from time-to-time by the parties:

If to WIN to:

Windstream Kinetic Fiber, LLC
4001 North Rodney Parham
Mailstop KINETIC #1207
Little Rock, AR 72212
Attention: Staff Manager – Government Programs

With a copy to:

Windstream Kinetic Fiber, LLC
4001 North Rodney Parham
Mailstop: B1F03-71A
Little Rock, AR 72212
Attention: Legal Department

If to the County:

Lee County Board of Commissioners
102 Starksville Avenue North
Leesburg, GA 31763
Attention: County Manager's Office

With a copy to:

Lee County Board of Commissioners
102 Starksville Avenue North
Leesburg, GA 31763
Attention: County Clerk's Office

- 18. Force Majeure.** In the event WIN or the County is delayed in or prevented from performing any of its respective obligations under this Agreement due to acts of God, war, riots, civil insurrection, acts of the public enemy, strikes, lockouts, acts of insurrection, acts of civil or military authority, fires, floods or earthquakes, fiber cuts, inability to procure necessary supplies due to global or national supply chain shortages, impacts or effects of pandemics or epidemics on labor needs or goods and services, or other causes beyond the reasonable control of the party delayed, then such delay or nonperformance shall be excused. If any such delay or nonperformance due to the foregoing causes or events occurs or is anticipated, the party affected shall promptly notify the other party in writing of such event or expected event and the cause and estimated duration of such event. The party affected by such event shall, at no cost to the other party, exercise due diligence to shorten or avoid the delay or nonperformance and shall keep the other party advised as to the continuance of the delay and steps taken to shorten or terminate the delay or nonperformance.

19. **Limitation of Liability.** NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL OR CONSEQUENTIAL COSTS, LIABILITIES OR DAMAGES, WHETHER FORESEEABLE OR NOT, ARISING OUT OF, OR IN CONNECTION WITH, SUCH PARTY'S PERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT.
20. **Disclaimer.** THERE ARE NO AGREEMENTS, WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.
21. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which together shall constitute one and the same document.
22. **Expenses.** Except as otherwise expressly provided herein, each party shall bear the costs and expenses incurred by it in negotiating, entering into, and performing any of its obligations under this Agreement.
23. **Headings.** The headings of this Agreement are inserted for convenience only and shall not be deemed to be a part hereof.
24. **Applicable Law.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Georgia applicable to contracts made and to be performed entirely in that state, without regard to the conflicts of laws rules of that state. The parties irrevocably agree that the proper venue for a matter brought by either party shall be in a state or federal court located within the State of Georgia.
25. **Severability.** If any one or more of the provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions hereof or thereof shall not in any way be affected or impaired thereby. If this Agreement shall be held to be unenforceable against either party, the enforceability of such agreement against the other party hereto shall not in any way be affected or impaired thereby.
26. **WAIVER OF JURY TRIAL.** TO THE EXTENT AUTHORIZED BY GEORGIA LAW, EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THE ACTION OF EITHER PARTY IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE, AND ENFORCEMENT HEREOF.
27. **Binding Agreement.** This Agreement, including the attachments, embodies the entire agreement between the parties hereto and supersedes any prior or contemporaneous oral or

written agreements between the parties, and once this Agreement has been executed, any amendments hereto must be made in writing and signed by both parties.

28. Right-of-Way Agreements. To the extent possible, the County will assist WIN in securing any easements or right-of-way agreements necessary for the Project in an efficient and timely manner, and at a commercially reasonable cost. County hereby grants to WIN the right to enter upon any County rights of way or easements necessary to complete the Project.

29. Insurance. WIN shall maintain at its sole cost and expense, the following insurance coverages with respect to the Project:

- (i) Workers' compensation insurance in such amounts as may be required by Georgia law;
- (ii) General liability insurance in the amount of at least One Million Dollars (\$1,000,000.00), naming the Board of Commissioners of Lee County, Georgia, as an additional insured;
- (iii) Automobile/motor vehicle liability insurance in the total amount of at least One Million Dollars (\$1,000,000.00), including bodily injury coverage of at least One Million Dollars (\$1,000,000.00) and property damage coverage of at least One Million Dollars (\$1,000,000.00), naming the Board of Commissioners of Lee County, Georgia, as an additional insured.
- (iv) Property Damage Insurance in the amount of at least One Million Dollars (\$1,000,000.00), naming the Board of Commissioners of Lee County, Georgia, as an additional insured.

Proof of the purchase of such insurance by WIN shall be provided to County within ten (10) calendar days after the final execution of this Agreement by the parties.

30. Drug-Free Workplace. WIN shall provide written certification to County that it operates a drug-free workplace in accordance with OCGA §50-24-2 through OCGA §50-24-6.

31. Indemnification. WIN shall defend, indemnify and hold harmless County, and its elected officials, employees, agents, and independent contractors from and against all liabilities, lawsuits, actions, and claims of every character whatsoever incurred or brought for or on account of any injuries (including death), damages, or losses incurred, received, sustained or claimed to have been incurred, received or sustained by a third party or to any property, real or personal, whether on or adjacent to a jobsite or not, arising out of or in any way connected with the negligence or willful misconduct of WIN, its agents, contractors, or employees, including any costs incurred in defending against the same.

Notwithstanding anything to the contrary contained in this Agreement, each party will be responsible for injuries occurring to or damages suffered by their own employees or for worker's compensation claims filed by their own employees and will indemnify, defend and hold harmless the other party against such injuries, damages or claims made by the

indemnifying party's employee(s), except to the extent such injuries, damages or claims were the result of the gross negligence or willful misconduct of the party (or its agents, customers, invitees, servants, vendors, materialmen or suppliers) claiming indemnification.

Neither party shall be liable to the other party for any special, indirect, punitive, or consequential damages or any fines and penalties arising in any manner whatsoever, including, but not limited to, out of either party's negligence, or out of either party's actions or omissions in regards to their obligations under this Agreement.

32. Georgia Government Works Construction Law. The parties agree and acknowledge that this Agreement is not subject to the provisions of the "Georgia Government Works Construction Law" (OCGA §36-91-1 through OCGA §36-91-95) because the Project which is the subject of this Agreement does not fall within the definition of "public works construction project" as defined in OCGA §36-91-2.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and to become effective as of the date first written above.

LEE COUNTY BOARD OF COMMISSIONERS

WINDSTREAM KINETIC FIBER, LLC

By: _____

By: _____

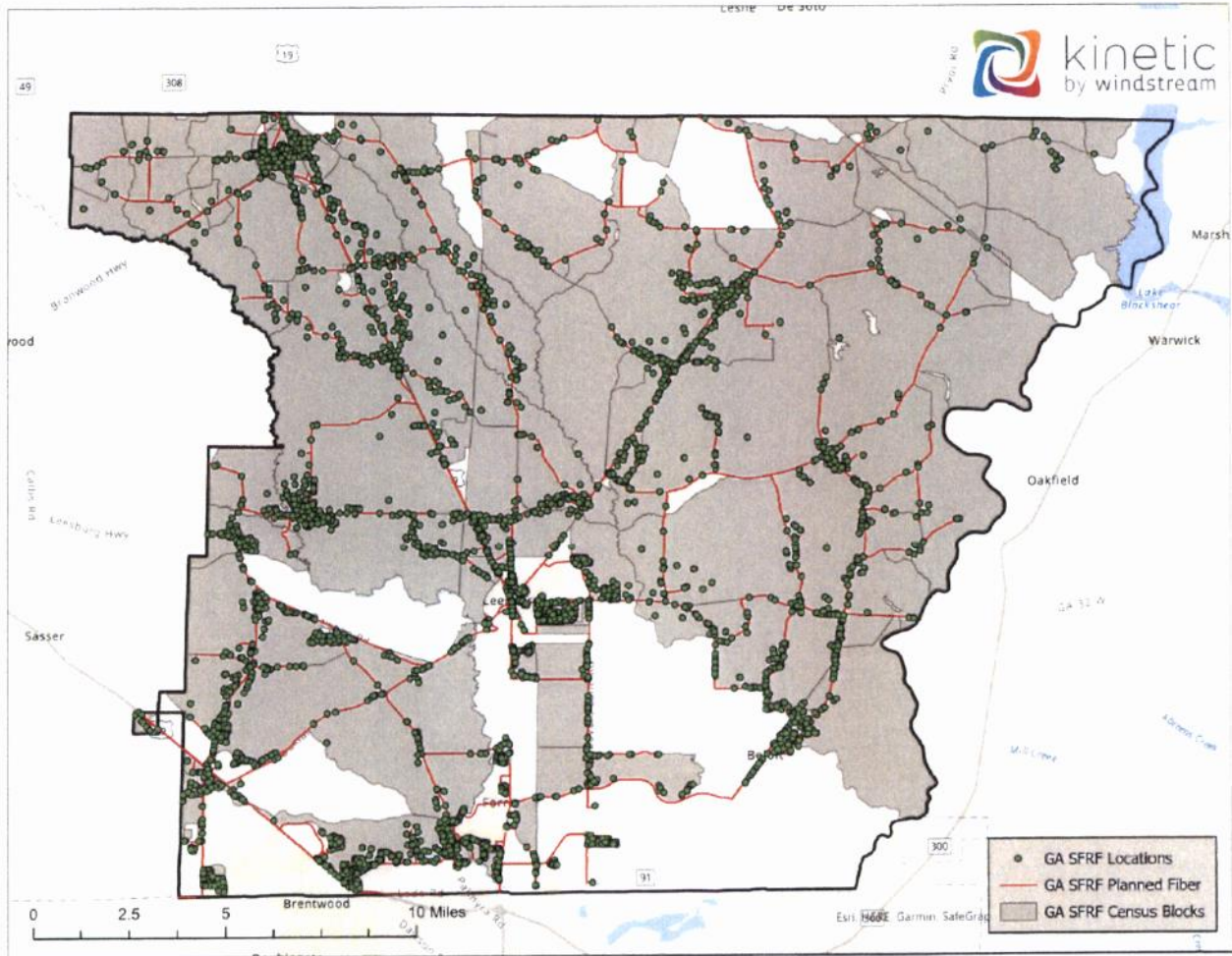
Name: _____

Name: _____

Title: _____

Title: _____

ATTACHMENT A



ATTACHMENT B

Planning, Fiber Engineering, and Equipment Engineering: The construction planning phase of the project will include the preparation of preliminary layouts, detailed design and construction plans, and cost estimates. Project specifics will be entered into the company Jobtrac system to monitor construction status and ensure a smooth workflow during each step from startup to project completion. A site survey will be conducted, and equipment engineering will place orders for materials within the company supply and warehouse system.

Fiber Construction: The construction work will include placement and splicing of fiber. Internal and/or contractor resource options will be utilized as needed to meet completion targets. Any needed right of ways or permits will be obtained. Project status will be monitored on a regular basis. A video inspection team will schedule and conduct testing.

Testing, Activation, Speed Qualification Updates: As fiber lines are completed, work on equipment installation, testing and turn up will get underway. Needed Central Office wiring and assignments will be completed. Once site testing is completed and equipment activated, location records will be updated reflecting the speeds available at specific addresses, and the new locations readied for service.

ATTACHMENT C

(INSERT COPY OF BROADBAND GRANT TERMS & CONDITIONS - SIGNED)

AN ORDINANCE TO AMEND CHAPTER 58, ARTICLE I OF THE CODE OF ORDINANCES OF LEE COUNTY TO ADD A NEW SECTION THERETO, TO BE KNOWN AS SECTION 58-18 OF SAID CODE; TO PROVIDE FOR A BUILDING PERMIT PROCESS TO APPROVE CONSTRUCTION OF DUPLEXES AND SINGLE-FAMILY DWELLINGS IN SUBDIVISIONS WHERE THE CONSTRUCTION OF DUPLEXES AND SINGLE-FAMILY DWELLINGS HAVE BEEN PREVIOUSLY APPROVED AND CONSTRUCTED IN A SUBDIVISION WHICH WAS APPROVED PRIOR TO CURRENT BUILDING AND PLANNING ORDINANCES OF THE COUNTY; TO PROVIDE THAT THE PERMITTING AND CONSTRUCTION OF DUPLEXES AND SINGLE-FAMILY DWELLINGS IS GRANDFATHERED AND ALLOWED AS A RESULT OF A SUBDIVISION BEING PREVIOUSLY APPROVED; TO PROVIDE THAT THE GRANDFATHER PROVISIONS RECOGNIZED IN THIS ORDINANCE ARE APPLICABLE TO ANY NEW CONSTRUCTION UNDERTAKEN WHICH WAS COMMENCED ON OR AFTER NOVEMBER 1, 2022 AS A RESULT OF THE APPROVAL OF A PLAT OF SURVEY APPROVED BY THE LEE COUNTY PLANNING COMMISSION ON OR BEFORE MARCH 30, 1997; TO PROVIDE FOR CERTAIN REQUIREMENTS FOR ANY NEW PERMITTING OR CONSTRUCTION AND ANY SUBDIVISION DESCRIBED IN THE ORDINANCE; TO PROVIDE FOR AN EFFECTIVE DATE; TO PROVIDE FOR REPEAL OF CONFLICTING ORDINANCES; 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 58, Article I is hereby amended by adding thereto a new Section, to be known as Section 58-18 which shall provide as follows:

Sec. 58-18. PERMITTING AND CONSTRUCTION OF DUPLEXES AND SINGLE-FAMILY DWELLINGS IN CERTAIN PREVIOUSLY APPROVED SUBDIVISIONS.

With respect to any platted subdivision approved by the Lee County, Leesburg, and Smithville Planning and Zoning Commission and recorded in the Office of the Clerk of Superior Court of Lee County, on or before March 30, 1997, (1) where such plat was approved and accepted by the Planning Commission and County Planning staff at such time; (2) where Lee County has also previously approved the construction of duplexes and single-family dwellings in such subdivision in reliance upon the prior approval of such plat; (3) where Lee County has issued building permits as a result of such construction approval after such plat approval; and (4) such approved duplexes and single-family dwellings have been actually constructed in such subdivision, then with respect to the portion of such approved and platted subdivision which have not been used for the construction of duplexes or single-family dwellings as of November 1, 2022, the construction of duplexes and single-family dwellings in said approved subdivision from and after November 1, 2022 shall be grandfathered in and allowed as a result of the prior approval of such development in such approved subdivision prior to November 1, 2022. Notwithstanding the foregoing, the following shall be applicable to any such new construction and such approved subdivision on or after November 1, 2022:

(A) A permit for such construction shall be applied for and be subject to approval or denial in the same manner as such construction in any other subdivisions except as provided in this Section. Upon approval of such plans, the appropriate department of the County shall be authorized to issue a building permit for construction based upon such previously approved plans.

(B) Within thirty (30) calendar days after the issuance of a Certificate of Occupancy with respect to any such construction in such approved subdivision, the developer of the subdivision shall provide to the appropriate department of Lee County an "As-Built" survey of the real property upon which such duplex or single-family residential dwelling was constructed and shall further submit such survey to the appropriate Lee County department for review and approval. Upon the completion of such review and approval, Lee County shall notify the developer of the approval or rejection of the survey. If the plat of survey is approved, the developer shall record such approved "As-Built" plat of survey in the Office of the Clerk of Superior Court of Lee County, Georgia within ten (10) calendar days of the developer's receipt of notice of approval of the plat of survey is received from Lee County. If the plat of survey is not approved, then the developer shall bring such survey into compliance within thirty (30) calendar days, and if the survey is then approved by Lee County, the survey shall be recorded as aforesaid. No such "As-Built" survey shall be recorded prior to the survey having been approved by Lee County. Each such "As-Built" survey shall comply with the lot survey requirements of the County's Code of Ordinances.

(C) No duplex or single-family dwelling shall be constructed in such subdivision unless such new construction is located more than twenty (20) feet from any other structure then located in the subdivision.

(D) The developer shall approve, file with the appropriate department of Lee County, and record restrictive covenants with respect to the property owned by said developer as of the effective date of such restrictive covenants. Such restrictive covenants shall be recorded prior to the commencement of construction of any duplexes or single-family residences under this Code Section.

(E) Unless Lee County either owns or acquires title to the streets and roadways within such subdivision, Lee County shall have no responsibility for repair or maintenance of such streets.

(F) Each duplex or single-family dwelling to be constructed in such subdivision on or after November 1, 2022 shall be served by water and sewer service provided by the Lee County Utilities Authority provided that such water and sewer service is available to such duplex or simple-family dwelling as of the date that construction of such duplex or single-family dwelling commences.

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

BE IT FURTHER ORDAINED this ordinance shall become effective upon the date 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: _____

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF
LEE COUNTY, GEORGIA APPROVING THE PLAN OF
FINANCE FOR THE BENEFIT OF LCMC OPCO, LLC
D/B/A LEE COUNTY MEDICAL CENTER**

WHEREAS, the Hospital Authority of Lee County (the "*Authority*") proposes a plan of finance (the "*Plan of Finance*") for the benefit of LCMC OPCO, LLC d/b/a Lee County Medical Center (the "*Borrower*"); and

WHEREAS, attached as **Exhibit A** is copy of the Plan of Finance the Plan; and

WHEREAS, Section 147(f) of the Internal Revenue Code of 1986, as amended (the "*Code*") requires that the elected legislative body of the governmental unit having jurisdiction over the issuer of tax-exempt bonds and over the area in which any facility financed with the proceeds of tax-exempt bonds is located approve the issuance of the tax-exempt bonds (or any plan of finance related thereto) following a public hearing; and

WHEREAS, the Authority has conducted the public hearing; and

WHEREAS, a notice of the intention of the Authority to hold the public hearing with respect to the Plan of Finance was published at least seven days prior to the public hearing in *The Lee County Ledger*, a newspaper of general circulation in Lee County, Georgia; and

WHEREAS, the Authority provided the Board of Commissioners of Lee County (the "*Board of Commissioners*") a certificate regarding public hearing evidencing the fact that the public hearing and the notice complied with Section 147(f) of the Code; and

WHEREAS, the Authority has recommended and requested that the Board of Commissioners approve the Plan of Finance, including the issuance of the Bonds, as required by Section 147(f) of the Code; and

WHEREAS, the Authority issues its revenue anticipation certificates on behalf of Lee County, Georgia (the "*County*"); the Facilities (as defined in the Plan of Finance) are located in the County; and the Board of Commissioners constitutes the elected legislative body of the County; and

WHEREAS, the Board of Commissioners is therefore the proper body to give the consent required by Section 147(f) of the Code;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners, and IT IS HEREBY RESOLVED by the authority of the same, as follows:

Section 1. The Plan of Finance, including the issuance of the Bonds and the nature and location of the Facilities, is hereby approved to the extent required by Section 147(f) of the Code, as follows:

(a) The Facilities will be located on land in Land Lot 266 of the 2nd Land District of Lee County, Georgia (the "*Land*"). The Land consists of approximately 29.137 acres, is a portion of the northeast part of the former Grand Island Golf Course, and is bounded on the north, east, and west by Grand Island subdivision.

(b) The Development Authority of Lee County will be the initial owner of the Facilities. The Facilities will be leased to the Borrower. QHR Health, LLC will be the initial operator of the Facilities.

(c) The maximum amount of Bonds that will be issued as part of the Plan of finance is \$30,000,000.

Section 2. Such approval by the Board of Commissioners does not constitute an endorsement to a prospective purchaser of the Bonds or of the creditworthiness of the Borrower. The Bonds shall not constitute an indebtedness or obligation of the State of Georgia or the County, but will be payable solely from the revenues derived from the Borrower and pledged to the payment thereof.

Section 3. This resolution shall take effect immediately upon its adoption.

ADOPTED this 14th day of February, 2023.

BOARD OF COMMISSIONERS
OF LEE COUNTY

(SEAL)

By: _____
Chairman

Attest:

Clerk

EXHIBIT "A"

PLAN OF FINANCE

LCMC OPCO, LLC D/B/A LEE COUNTY MEDICAL CENTER

The Plan of Finance involves the issuance by Authority from time to time of up to \$30,000,000 in aggregate principal amount of its revenue anticipation certificates (the "*Bonds*"). The proceeds of the Bonds will be used to finance (a) the cost of the acquisition, construction, installation, furnishing and equipping of an acute care hospital and related facilities (the "*Facilities*"), (b) capitalized interest on the Bonds, (c) start-up costs for the Facilities, (d) working capital for the Facilities, (e) a debt service reserve or reserves and (f) the costs of issuing the Bonds. The Facilities will be located on land in Land Lot 266 of the 2nd Land District of Lee County, Georgia (the "*Land*"). The Land consists of approximately 29.137 acres, is a portion of the northeast part of the former Grand Island Golf Course, and is bounded on the north, east, and west by Grand Island subdivision. The Development Authority of Lee County will be the initial owner of the Facilities. The Facilities will be leased to LCMC OPCO, LLC d/b/a Lee County Medical Center (the "*Borrower*"). The Borrower will enter into a management agreement for the operation of the Facilities with QHR Health, LLC.

February 2, 2023

Board of Commissioners
of Lee County
Leesburg, Georgia

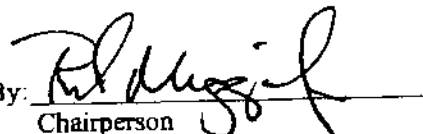
Re: Proposed Plan of Finance by the Hospital Authority of Lee County for the Benefit of LCMC OPCO, LLC d/b/a Lee County Medical Center

LCMC OPCO, LLC d/b/a Lee County Medical Center (the "*Borrower*") has requested that Hospital Authority of Lee County (the "*Authority*") assist the Borrower with a plan of finance (the "*Plan of Finance*"). The Plan of Finance involves the issuance by Authority from time to time of up to \$30,000,000 in aggregate principal amount of its revenue anticipation certificates (the "*Bonds*"). The proceeds of the Bonds will be used to finance (a) the cost of the acquisition, construction, installation, furnishing and equipping of an acute care hospital and related facilities located in Lee County, Georgia (the "*Facilities*"), (b) capitalized interest on the Bonds, (c) start-up costs for the Facilities, (d) working capital for the Facilities, (e) a debt service reserve or reserves and (f) the costs of issuing the Bonds.

The Authority proposes to assist the Borrower with the Plan of Finance. The Authority has conducted a public hearing with respect to the Plan of Finance and recommends and requests that you approve the Plan of Finance, including the issuance of the Bonds, as required by Section 147(f) of the Internal Revenue Code of 1986, as amended.

Attached hereto is (1) a certificate evidencing the conduct of a public hearing by the Authority on February 2, 2023 and (2) a suggested form of approval to evidence your approval of the Plan of Finance.

HOSPITAL AUTHORITY OF
LEE COUNTY

By: 
Chairperson

**CERTIFICATE OF HOSPITAL AUTHORITY OF LEE COUNTY
REGARDING PUBLIC HEARING**

The undersigned Secretary-Treasurer of the Hospital Authority of Lee County (the "Authority") HEREBY CERTIFIES, as follows:

(1) A special meeting of the Authority was duly called and held on February 2, 2023, at 10:00 a.m., at the Lee County Governmental Building, 102 Starksville Avenue North, Leesburg, Georgia 31763, pursuant to proper notice given in accordance with law as to the time and place of the meeting prior to such meeting. The meeting was open to the public and a quorum was present and acting throughout. The purpose of the meeting was to hold a public hearing (the "Public Hearing") on a plan of finance (the "Plan of Finance") for the benefit of LCMC OPCO, LLC d/b/a Lee County Medical Center (the "Borrower"). The time of the meeting and the room in which the meeting was held provided a reasonable opportunity for persons of differing views to appear and be heard.

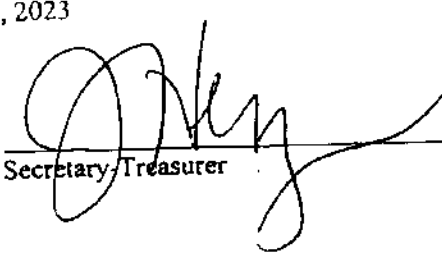
(2) The Authority caused the publication of a notice of the Public Hearing at least seven days prior to the Public Hearing in *The Lee County Ledger*, a newspaper having general circulation in Lee County, Georgia (the "Notice"). A copy of the Notice appears of record in the Minute Book of the Authority. Attached as **Exhibit A** is an Affidavit of Publication of the Notice.

(3) The Chairperson announced the commencement of the Public Hearing on the Plan of Finance. Attached as **Exhibit B** is copy of the Plan of Finance. Attached as **Exhibit C** is a list of the people that attended the Public Hearing and a summary of the comments made at the Public Hearing.

(4) Attached as **Exhibit D** is a true, correct and complete copy of a resolution (the "Resolution") adopted at such meeting of the Authority by a majority of the members of the Board of the Authority present at such meeting. The Resolution has not been repealed, revoked, rescinded or amended and is in full force and effect on the date hereof.

(5) Pursuant to the Resolution, the Authority recommends and requests that the Board of Commissioners of Lee County approve the Plan of Finance, including the issuance of the Bonds. The Bonds will not constitute an indebtedness or obligation of the State of Georgia or Lee County, Georgia, but will be payable solely from the revenues derived from the Borrower and pledged to the payment thereof.

WITNESS my hand, this 2nd day of February, 2023


Secretary-Treasurer

The ^{***}Lee County Ledger

P.O. Box 715 Leesburg, Georgia 31763 Phone 229-759-2413 Fax 229-759-6599

AFFIDAVIT OF PUBLICATION

STATE OF GEORGIA
COUNTY OF LEE

Personally appeared before me, the undersigned, a notary public authorized to administer in Lec County, Derryl Quinn, Publisher of *The Lee County Ledger*, the official organ for the County of Lee for the publication of official and legal advertisements for said county, State of Georgia, who being sworn, states on oath that the report of Notice, a true copy of which is attached to this affidavit, was published in *The Lee County Ledger* in its issues of January 25, 2023.

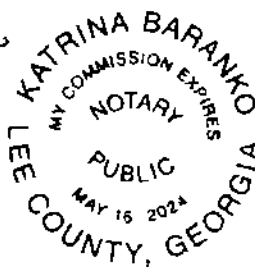


Derryl Quinn, Publisher

Sworn and subscribed before me
this the 26th. day of January 2023



Katrina Baranko
Notary Public
My Commission
Expires May 16, 2024



The Lee County Ledger



Publication Name:
The Lee County Ledger

Publication URL:

Publication City and State:
Leesburg, GA

Publication County:
Lee

Notice Popular Keyword Category:

Notice Keywords:
Public+Hearings

Notice Authentication Number:
202302070731371885522
3520930957

Notice URL:

[Back](#)

Notice Publish Date:

Wednesday, January 25, 2023

Notice Content

NOTICE OF PUBLIC HEARING ON PROPOSED PLAN OF FINANCE BY HOSPITAL AUTHORITY OF LEE COUNTY FOR THE BENEFIT OF LCMC OPCO, LLC D/B/A LEE COUNTY MEDICAL CENTER YOU ARE HEREBY NOTIFIED that on the 2nd day of February, 2023, at 10:00 a.m., at the Lee County Governmental Building, 102 Starksville Avenue North, Leesburg, Georgia 31763, the Hospital Authority of Lee County (the "Authority") will hold a public hearing with respect to a proposed plan of finance by the Authority (the "Plan of Finance"). The Plan of Finance involves the issuance by Authority from time to time of up to \$30,000,000.00 in aggregate principal amount of its revenue anticipation certificates (the "Bonds"). The proceeds of the Bonds will be used to finance (a) the cost of the acquisition, construction, installation, furnishing and equipping of an acute care hospital and related facilities (the "Facilities"), (b) capitalized interest on the Bonds, (c) start-up costs for the Facilities, (d) working capital for the Facilities, (e) a debt service reserve or reserves and (f) the costs of issuing the Bonds. The Facilities will be located on land in Land Lot 266 of the 2nd Land District of Lee County, Georgia (the "Land"). The Land consists of approximately 29.137 acres, is a portion of the northeast part of the former Grand Island Golf Course, and is bounded on the north, east, and west by Grand Island subdivision. The Authority will be the initial owner of the Facilities. The Facilities will be leased to LCMC OPCO, LLC d/b/a Lee County Medical Center (the "Borrower"). The Borrower will enter into a management agreement for the operation of the Facilities with QHR Health, LLC. The Bonds will not constitute an indebtedness or obligation of the State of Georgia or of Lee County, Georgia, but will be payable solely from the revenues derived from the Borrower and pledged to the payment thereof. The Authority will not conduct any performance audit or performance review with respect to the Bonds as such terms are described in Section 36-82-100, Official Code of Georgia Annotated. Any person interested in the proposed Plan of Finance, including issuance of the Bonds, or the location or the nature of the Facilities may appear and be heard. HOSPITAL AUTHORITY OF LEE COUNTY Jan. 25

[Back](#)

**NOTICE OF PUBLIC HEARING ON PROPOSED PLAN OF FINANCE
BY HOSPITAL AUTHORITY OF LEE COUNTY
FOR THE BENEFIT OF
LCMC OPCO, LLC D/B/A LEE COUNTY MEDICAL CENTER**

YOU ARE HEREBY NOTIFIED that on the 2nd day of February, 2023, at 10:00 a.m., at the Lee County Governmental Building, 102 Starksville Avenue North, Leesburg, Georgia 31763, the Hospital Authority of Lee County (the "*Authority*") will hold a public hearing with respect to a proposed plan of finance by the Authority (the "*Plan of Finance*"). The Plan of Finance involves the issuance by Authority from time to time of up to \$30,000,000 in aggregate principal amount of its revenue anticipation certificates (the "*Bonds*"). The proceeds of the Bonds will be used to finance (a) the cost of the acquisition, construction, installation, furnishing and equipping of an acute care hospital and related facilities (the "*Facilities*"), (b) capitalized interest on the Bonds, (c) start-up costs for the Facilities, (d) working capital for the Facilities, (e) a debt service reserve or reserves and (f) the costs of issuing the Bonds. The Facilities will be located on land in Land Lot 266 of the 2nd Land District of Lee County, Georgia (the "*Land*"). The Land consists of approximately 29.137 acres, is a portion of the northeast part of the former Grand Island Golf Course, and is bounded on the north, east, and west by Grand Island subdivision. The Development Authority of Lee County will be the initial owner of the Facilities. The Facilities will be leased to LCMC OPCO, LLC d/b/a Lee County Medical Center (the "*Borrower*"). The Borrower will enter into a management agreement for the operation of the Facilities with QHR Health, I.L.C.

The Bonds will not constitute an indebtedness or obligation of the State of Georgia or of Lee County, Georgia, but will be payable solely from the revenues derived from the Borrower and pledged to the payment thereof.

The Authority will not conduct any performance audit or performance review with respect to the Bonds as such terms are described in Section 36-82-100, Official Code of Georgia Annotated.

Any person interested in the proposed Plan of Finance, including issuance of the Bonds, or the location or the nature of the Facilities may appear and be heard.

HOSPITAL AUTHORITY OF
LEE COUNTY

EXHIBIT "B"

PLAN OF FINANCE

LCMC OPCO, LLC D/B/A LEE COUNTY MEDICAL CENTER

The Plan of Finance involves the issuance by Authority from time to time of up to \$30,000,000 in aggregate principal amount of its revenue anticipation certificates (the "Bonds"). The proceeds of the Bonds will be used to finance (a) the cost of the acquisition, construction, installation, furnishing and equipping of an acute care hospital and related facilities (the "Facilities"), (b) capitalized interest on the Bonds, (c) start-up costs for the Facilities, (d) working capital for the Facilities, (e) a debt service reserve or reserves and (f) the costs of issuing the Bonds. The Facilities will be located on land in Land Lot 266 of the 2nd Land District of Lee County, Georgia (the "Land"). The Land consists of approximately 29.137 acres, is a portion of the northeast part of the former Grand Island Golf Course, and is bounded on the north, east, and west by Grand Island subdivision. The Development Authority of Lee County will be the initial owner of the Facilities. The Facilities will be leased to LCMC OPCO, LLC d/b/a Lee County Medical Center (the "Borrower"). The Borrower will enter into a management agreement for the operation of the Facilities with QHR Health, LLC.

LIST OF ATTENDEES AND SUMMARY OF COMMENTS

At the public hearing required under the Tax Equity and Fiscal Responsibility Act of 1982 ("TEFRA") held before the Hospital Authority of Lee County on February 2, 2023, two (2) persons appeared and offered statements during that public hearing. Those two (2) persons, and a summary of their comments, is as follows:

1. Mr. Lewis Hatcher spoke in opposition to the proposed Lee County Medical Center. In summary, Mr. Hatcher stated that a feasibility study was needed in connection with the approval of a Hospital for Lee County. He stated that healthcare prices can not be "driven down" by competition; that the proposed Hospital would create few jobs and would compete with nearby Hospitals for labor. He also stated that approximately 1,000 Lee County residents are employed by Phoebe Putney Hospital in Albany and that a new Hospital would increase the cost of healthcare. Mr. Hatcher stated that the public statements that had been made by supporters of the Hospital as to why the Project had been delayed were not true. He also stated that current high interest rates and material shortages and labor shortages will have a negative effect on the proposed Hospital. He also referenced G. Edward Alexander as being involved in the Project and prior fraud and abuse claims which Mr. Alexander has settled. He also submitted that the Authority should delay approval of the Hospital until the Authority receives answers to questions he had raised and urged the Members of the Authority to remember their civic duty.

2. Mr. Dennis Roland also spoke in opposition to the Hospital at the TEFRA Hearing. In summary, Mr. Roland discussed the possibility of the Authority considering a \$1Mil tax increase to support the Hospital and the issues with that. Mr. Roland also stated that the size of the Hospital would result in the Hospital being more of an emergency room situation than a true hospital. Finally, Mr. Roland stated that he is against the use of taxpayers fund to pay for the hospital.

There were no other speakers at the TEFRA Hearing.

EXHIBIT "D"

**RESOLUTION OF HOSPITAL AUTHORITY OF LEE COUNTY
REQUESTING APPROVAL OF A PLAN OF FINANCE
FOR THE BENEFIT OF LCMC OPCO, LLC**

WHEREAS, the Hospital Authority of Lee County (the "*Authority*") proposes a plan of finance (the "*Plan of Finance*") for the benefit of LCMC OPCO, LLC d/b/a Lee County Medical Center (the "*Borrower*"); and

WHEREAS, attached as **Exhibit A** is copy of the Plan of Finance; and

WHEREAS, Section 147(f) of the Internal Revenue Code of 1986, as amended (the "*Code*") requires that the elected legislative body of the governmental unit having jurisdiction over the issuer of tax-exempt bonds and over the area in which any facility financed with the proceeds of tax-exempt bonds is located approve the issuance of the tax-exempt bonds (or any plan of finance related thereto) following a public hearing; and

WHEREAS, the Authority has conducted the public hearing, and such hearing provided a reasonable opportunity for persons of differing views to appear and be heard; and

WHEREAS, a notice of the intention of the Authority to hold the public hearing with respect to the Plan of Finance was published at least seven days prior to the public hearing in *The Lee County Ledger*, a newspaper of general circulation in Lee County, Georgia;

NOW, THEREFORE, BE IT RESOLVED by the Authority, and IT IS HEREBY RESOLVED by the authority of the same, as follows:

Section 1. The Authority hereby recommends and requests that the Board of Commissioners of Lee County approve the Plan of Finance, including the issuance of the Bonds, as required by Section 147(f) of the Code.

Section 2. The Secretary-Treasurer is hereby authorized and directed to prepare a certificate evidencing the public hearing so that it may be delivered to the Board of Commissioners of Lee County.

Section 3. The Chairperson is hereby authorized and directed to take any and all actions needed to obtain the consent of the Board of Commissioners of Lee County.

Section 4. All actions taken by the Authority in connection with the public hearing are hereby ratified.

ADOPTED this 2nd day of February, 2023.

HOSPITAL AUTHORITY OF LEE COUNTY

(SEAL)

Attest:

By: _____
Chairperson

Secretary-Treasurer

EXHIBIT "A"
PLAN OF FINANCE

LCMC OPCO, LLC D/B/A LEE COUNTY MEDICAL CENTER

The Plan of Finance involves the issuance by Authority from time to time of up to \$30,000,000 in aggregate principal amount of its revenue anticipation certificates (the "*Bonds*"). The proceeds of the Bonds will be used to finance (a) the cost of the acquisition, construction, installation, furnishing and equipping of an acute care hospital and related facilities (the "*Facilities*"), (b) capitalized interest on the Bonds, (c) start-up costs for the Facilities, (d) working capital for the Facilities, (e) a debt service reserve or reserves and (f) the costs of issuing the Bonds. The Facilities will be located on land in Land Lot 266 of the 2nd Land District of Lee County, Georgia (the "*Land*"). The Land consists of approximately 29.137 acres, is a portion of the northeast part of the former Grand Island Golf Course, and is bounded on the north, east, and west by Grand Island subdivision. The Development Authority of Lee County will be the initial owner of the Facilities. The Facilities will be leased to LCMC OPCO, LLC d/b/a Lee County Medical Center (the "*Borrower*"). The Borrower will enter into a management agreement for the operation of the Facilities with QHR Health, LLC.

**RESOLUTION OF HOSPITAL AUTHORITY OF LEE COUNTY
REQUESTING APPROVAL OF A PLAN OF FINANCE
FOR THE BENEFIT OF LCMC OPCO, LLC**

WHEREAS, the Hospital Authority of Lee County (the "*Authority*") proposes a plan of finance (the "*Plan of Finance*") for the benefit of LCMC OPCO, LLC d/b/a Lee County Medical Center (the "*Borrower*"); and

WHEREAS, attached as **Exhibit A** is copy of the Plan of Finance; and

WHEREAS, Section 147(f) of the Internal Revenue Code of 1986, as amended (the "*Code*") requires that the elected legislative body of the governmental unit having jurisdiction over the issuer of tax-exempt bonds and over the area in which any facility financed with the proceeds of tax-exempt bonds is located approve the issuance of the tax-exempt bonds (or any plan of finance related thereto) following a public hearing; and

WHEREAS, the Authority has conducted the public hearing, and such hearing provided a reasonable opportunity for persons of differing views to appear and be heard; and

WHEREAS, a notice of the intention of the Authority to hold the public hearing with respect to the Plan of Finance was published at least seven days prior to the public hearing in *The Lee County Ledger*, a newspaper of general circulation in Lee County, Georgia;

NOW, THEREFORE, BE IT RESOLVED by the Authority, and IT IS HEREBY RESOLVED by the authority of the same, as follows:

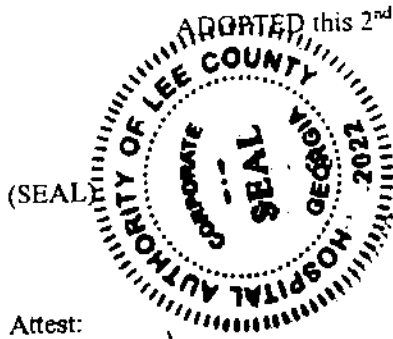
Section 1. The Authority hereby recommends and requests that the Board of Commissioners of Lee County approve the Plan of Finance, including the issuance of the Bonds, as required by Section 147(f) of the Code.

Section 2. The Secretary-Treasurer is hereby authorized and directed to prepare a certificate evidencing the public hearing so that it may be delivered to the Board of Commissioners of Lee County.

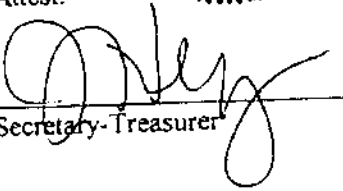
Section 3. The Chairperson is hereby authorized and directed to take any and all actions needed to obtain the consent of the Board of Commissioners of Lee County.

Section 4. All actions taken by the Authority in connection with the public hearing are hereby ratified.

ADOPTED this 2nd day of February, 2023



Attest:


Secretary-Treasurer

HOSPITAL AUTHORITY OF LEE COUNTY


By: 
Chairperson

EXHIBIT "A"

PLAN OF FINANCE

LCMC OPCO, LLC D/B/A LEE COUNTY MEDICAL CENTER

The Plan of Finance involves the issuance by Authority from time to time of up to \$30,000,000 in aggregate principal amount of its revenue anticipation certificates (the "Bonds"). The proceeds of the Bonds will be used to finance (a) the cost of the acquisition, construction, installation, furnishing and equipping of an acute care hospital and related facilities (the "Facilities"), (b) capitalized interest on the Bonds, (c) start-up costs for the Facilities, (d) working capital for the Facilities, (e) a debt service reserve or reserves and (f) the costs of issuing the Bonds. The Facilities will be located on land in Land Lot 266 of the 2nd Land District of Lee County, Georgia (the "Land"). The Land consists of approximately 29.137 acres, is a portion of the northeast part of the former Grand Island Golf Course, and is bounded on the north, east, and west by Grand Island subdivision. The Development Authority of Lee County will be the initial owner of the Facilities. The Facilities will be leased to LCMC OPCO, LLC d/b/a Lee County Medical Center (the "Borrower"). The Borrower will enter into a management agreement for the operation of the Facilities with QHR Health, LLC.

**MINUTES OF MEETING OF HOSPITAL AUTHORITY OF
LEE COUNTY HELD FEBRUARY 2, 2023 AT 10:00 AM IN THE
OPAL CANNON AUDITORIUM IN LEE COUNTY, GEORGIA**

The initial meeting of the Hospital Authority of Lee County was held on February 2, 2023 at 10:00 a.m. in the Opal Cannon Auditorium. Notices of the date, time and place of the meeting were provided under the provisions of the Georgia Open Meetings Act.

The County Attorney for Lee County, James M. Skipper, Jr., called the initial meeting to order in the absence of a Chairperson of the Authority. Mr. Skipper announced the purpose of the meeting and reviewed various documents that had been submitted to the Authority members with respect to the matters to be considered at the meeting as the initial business. Skipper swore in the members of the Authority who took and signed the oath required by Georgia law members of Hospital Authority Boards. The oath was taken before a person authorized to administer oaths as required by State law.

The next order of business was for the members to review O.C.G.A. §31-7-74.1(b) which Skipper had passed out to each member of the Authority and also to review the "Disclosure of Conflicts of Interest" form required by that statute with respect to their membership on the Authority Board. Skipper explained the statute regarding conflicts of interest using a copy of the State statute previously distributed to the Authority members. Each member completed his or her own Disclosure of Conflicts of Interest document and signed that document during the course of the meeting.

The following additional matters were considered at the meeting of the Authority:

1. With the Authority's permission, Skipper conducted the officer elections for the Authority.
 - (A) Upon motion duly made and seconded and adopted unanimously, Rick Muggridge was elected as Chairperson of the Authority.
 - (B) Upon motion duly made and seconded and adopted unanimously, Bruce Houston was elected as Vice Chairperson of the Authority.
 - (C) Upon motion duly made and seconded and adopted unanimously, Jennifer Heyer was elected as Secretary-Treasurer of the Authority.
2. With the permission of the Authority's Chairperson, Skipper presented a proposed seal of the Authority to the members, and upon motion duly made and seconded, the seal was unanimously adopted.

3. With the permission of the Authority's Chairperson, Skipper presented proposed Bylaws of the Authority. The members reviewed the Bylaws and upon motion duly made and seconded, the Bylaws were unanimously adopted.

4. The Authority approved the "Organization Resolution of the Hospital Authority of Lee County" upon motion duly made and seconded and adopted unanimously.

5. With the permission of the Chairperson, Skipper reviewed the status of the Lee County Medical Center Project to date, including a discussion of the Certificate of Need for the Hospital, the pending request for extension of that Certificate of Need, the proposed plans to finance of the construction of the hospital, which would involve the issuance of revenue bonds by the Lee County Development Authority and the proposed issuance of revenue anticipation notes ("revenue bonds") by the Hospital Authority. Skipper estimated that the proposed revenue bonds that the Lee County Development Authority would be requested to issue would be in the amount of approximately \$130M and the proposed revenue bonds that the Hospital authority would be requested to issue would be in the amount of approximately \$30M. Skipper also referenced some of the reasons for delays in the Hospital Project. He also referenced that Cain Brothers will be the company retained to sell the Development Authority bonds, that the ownership of the CON, which is now held by LCMC, LLC, will be transferred to a non-profit entity known as The Brentwood Healthcare Foundation, LLC, which will construct the Hospital, QHR, which will manage the day-to-day operations of the Hospital as they do for approximately 40 other hospitals nationwide, Stiffel, which would be involved in selling the Hospital Authority revenue bonds if they are approved by the Authority, and the Lee County Development Authority, all being entities involved in the Project. Skipper also stated that none of the bond/financing documents for either revenue bond transaction had been finalized or signed by any party which would be required to sign such documents. Skipper also pointed out that the land where the hospital is to be located is part of the old Grand Island Golf Course, which is currently owned by the Lee County Development Authority, and that approximately 29 acres of that old golf course property will be leased by the Development Authority for the construction of the hospital. Skipper then answered questions posed to him from the Board.

6. The next order of business was to conduct the required hearing under the Tax Equity and Fiscal Responsibility Act of 1982 ("TEFRA"). With the permission of the Chairperson, Skipper explained that the purpose of a TEFRA hearing under Federal law and Internal Revenue Service Regulations is to allow the public to express the public's opinion as to whether or not revenue bonds in connection with the financing of a non-profit project, such as the proposed Hospital, should be issued.

7. The Chairperson opened the TEFRA Hearing and two (2) speakers spoke, both in opposition to the Hospital. First was Mr. Lewis Hatcher, and the second was Mr. Dennis Roland. At the conclusion of the speakers' presentations, the Chairperson adjourned the TEFRA hearing.

8. Upon motion duly made and seconded, the Board then considered adoption of the TEFRA Resolution approving the proposed Plan of Finance and requesting that Lee County also approve the proposed Plan of Finance. Upon motion duly made and seconded, that Resolution was adopted unanimously.

9. Skipper pointed out several additional documents that had been presented to the members of the Authority for their review, including the Resolution Activating the Hospital Authority adopted by the Lee County Board of Commissioners, the Resolution Appointing the Five (5) Members to the Hospital Authority Board, and copies of various State statutes from Title 31, which involved the laws relating to the operation of a Hospital Authority and the powers of a Hospital Authority.

10. The Chairperson asked Skipper if the Board should select him (Skipper) as legal counsel for the Authority. Skipper responded that decision is up to the Board, but that since only one of the five members of the Authority Board was acquainted with Skipper, the Board might want to wait to make that decision. The Chair then asked the Board if they wanted to select Skipper as the Board's attorney or wait to make that selection. Upon motion duly made and seconded, the Board then selected Skipper as the legal counsel for the Authority Board.

There being no further business, the Authority meeting was adjourned.

Respectfully submitted.

Jennifer Heyer, Secretary-Treasurer
Lee County Hospital Authority