



**BOARD OF COUNTY COMMISSIONERS**

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

TUESDAY, MAY 9, 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.	<b><u>INVOCATION</u></b> Matthew Lampley, Executive Pastor of First Baptist Church Albany, to lead the invocation.	
2.	<b><u>PLEDGE OF ALLEGIANCE</u></b>	
3.	<b><u>CALL TO ORDER</u></b>	
4.	<b><u>APPROVAL OF MINUTES</u></b>	
	(A) Consideration to approve the minutes for the Board of Commissioners meeting for April 25, 2023.	A - C
	(B) Consideration to approve the minutes for the Special Called Meeting of the Finance Committee of the Board of Commissioners for April 17, 2023.	D - F
5.	<b><u>CONSENT AGENDA</u></b> NONE	
6.	<b><u>NEW BUSINESS</u></b>	
	(A) Brent Davis, Reliable Engineering, to discuss current road projects.	
	(B) Chad Slaughter, Marsh McLennan Agency, to present on the healthcare renewal.	
7.	<b><u>PUBLIC HEARING</u></b> NONE	
8.	<b><u>DEPARTMENTAL MATTERS</u></b>	
	<b><u>Lee County Emergency Management Agency</u></b>	
	(A) Consideration to apply for a Hazard Mitigation Grant.	1 - 5
9.	<b><u>CONSTITUTIONAL OFFICERS &amp; GOVERNMENTAL BOARDS/AUTHORITIES</u></b>	
	(A) <b>Sheriff's Office and Jail</b> – Consideration to award the bid for Inmate Medical Services.	6 - 21
	(B) <b>Superior Court</b> – Judge Sizemore to address the Board regarding the Courthouse expansion project.	22 - 39

10. **COUNTY MANAGER'S MATTERS**

- (A) Updates on County projects. 40 - 45
- (B) Consideration to approve a renewal contract for the Public Defender for July 2023 – December 2023. 46 - 65
- (C) Discussion of speed humps. 66 - 70
- (D) Consideration to declare vehicles surplus. 71

11. **COMMISSIONER'S MATTERS**

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

12. **UNFINISHED BUSINESS**

NONE

13. **COUNTY ATTORNEY'S MATTERS**

NONE

14. **EXECUTIVE SESSION**

NONE

15. **PUBLIC FORUM**

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

16. **ANNOUNCEMENTS**

- (A) The next regularly scheduled County Commission Meeting is **Tuesday, May 23, 2023 at 6:00pm.**
- (B) The offices of the Lee County Board of Commissioners will be **closed Monday, May 29, 2023** in observance of Memorial Day. County offices will reopen Tuesday, May 30, 2023 for regular business hours. **Residential garbage services will be delayed one day for the rest of the week.**

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, APRIL 25, 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, April 25, 2023. The meeting was held in the Opal Cannon Auditorium of the Lee County T. Page Tharp Governmental Building in Leesburg, Georgia. Those present were Chairman Billy Mathis, Vice-Chairman Luke Singletary, Commissioner Dennis Roland, Commissioner Chris Guarnieri, and Commissioner George Walls. Staff in attendance was County Manager Christi Dockery, County Attorney Jimmy Skipper, and County Clerk Kaitlyn Good. The meeting was also streamed on Facebook Live. Chairman Mathis called the meeting to order at 6:00pm.

### INVOCATION

Minister Jimmy West, Kingdom Vision Christian Center, led the invocation.

### PLEDGE OF ALLEGIANCE

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

### CALL TO ORDER

### APPROVAL OF MINUTES

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

### CONSENT AGENDA

NONE

### NEW BUSINESS

- (A) Recognition of employees' years of service.  
The following employee was recognized for their years of service to Lee County:  
20 years – Forest Hormell – Captain of Jail Division

### PUBLIC HEARING

- (A) The Lee County Board of Commissioners is considering applying to the Georgia Department of Community Affairs for a Community Development Block Grant (CDBG) of up to \$1,000,000.00. These funds must be used to primarily benefit low- and moderate-income persons. The activities for which these funds may be used are in the areas of housing, public facilities, and economic development. The purpose of this public hearing is to obtain citizen input into the development of the application.

Chairman Mathis opened the Public Hearing.

County Manager Christi Dockery summarized the grant, stating that in the past this grant has been used to successfully improve water systems within several mobile home parks within the County. This year, staff is looking at several potential projects. This Public Hearing and resolution will be the start of the application process.

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

**Consideration to adopt a resolution to submit an application to the Georgia Department of Community Affairs for a Community Development Block Grant (CDBG) of up to \$1,000,000.00.**

Commissioner Roland made the **MOTION** to adopt a resolution to submit an application to the Georgia Department of Community Affairs for a Community Development Block Grant (CDBG) of up to \$1,000,000.00. Commissioner Walls seconded the **MOTION**. The **MOTION** was unanimous with Commissioner Singletary and Commissioner Guarnieri voting yea.

**DEPARTMENTAL MATTERS**

**Building Inspection/ Business Licensing**

- (A) **Consideration to approve an application for a Package Store located at 1529 US 19 South.**

Chairman Mathis stated that the application/applicant meets all requirements set by the Code of Ordinances.

Commissioner Guarnieri made the **MOTION** to approve an application for a Package Store located at 1529 US 19 South. Commissioner Singletary seconded the **MOTION**. The **MOTION** was unanimous with Commissioner Roland and Commissioner Walls voting yea.

**Planning, Zoning, and Engineering**

- (B) **Deer Trace Development, LLC. (Z23-003) has submitted an application to the Lee County Planning Commission requesting to rezone a total of 1.69 acres from R-1 (Single Family Residential) to C-1 (Neighborhood Business District). The property owner is Deer Trace Development, LLC. The subject property, located at 100 Bermuda Lane, lies in Parcel 029D 104 in Land Lot 266 of the Second Land District of Lee County, Georgia. Planning Department staff and Planning Commission members recommend denial. Public Hearing held April 11, 2023**

The applicants were present and addressed the Board regarding the application stating that the purpose of the property was to build one building at approximately 5,100 sq. ft. to serve as a wedding/event space with an emphasis on maintaining and respecting the local aesthetics while also not providing alcohol sales and acknowledging the noise ordinance. Commissioner Guarnieri verified with County Manager Christi Dockery that the comp plan indicates that area was to remain residential.

Commissioner Guarnieri made the **MOTION** to deny an application from Deer Trace Development, LLC. (Z23-003) to rezone a total of 1.69 acres from R-1 (Single Family Residential) to C-1 (Neighborhood Business District). The property owner is Deer Trace Development, LLC. The subject property, located at 100 Bermuda Lane, lies in Parcel 029D 104 in Land Lot 266 of the Second Land District of Lee County, Georgia.

Commissioner Roland stated he would like to see the item tabled. Commissioner Guarnieri stated that he was okay with tabling the issue. Commissioner Walls then stated that he wished to second the **MOTION** for denial.

Commissioner Guarnieri made the **MOTION** to deny an application from Deer Trace Development, LLC. (Z23-003) to rezone a total of 1.69 acres from R-1 (Single Family Residential) to C-1 (Neighborhood Business District). The property owner is Deer Trace Development, LLC. The subject property, located at 100 Bermuda Lane, lies in Parcel 029D 104 in Land Lot 266 of the Second Land District of Lee County, Georgia. Commissioner Walls seconded the **MOTION**. The **MOTION** passed 3 – 1 with Commissioner Singletary voting yea and Commissioner Roland voting nay.



## CONSTITUTIONAL OFFICERS & GOVERNMENTAL BOARDS/AUTHORITIES

NONE

## COUNTY MANAGER'S MATTERS

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

County Manager Christi Dockery discussed ongoing projects in the County: (1) All the roads included in the LMIG resurfacing project have been completed except for some remaining striping; (2) the garbage service transition is ongoing with the new company beginning service officially on May 1; (3) the landfill has already switched to new servicer; and (4) the County and City of Leesburg will be partnering to restripe Park Street and create adjoin parking spaces.

(B) **Consideration to approve the application for the ACCG Safety Grant.**

Commissioner Walls made the **MOTION** to approve the application for the ACCG Safety Grant. Commissioner Guarnieri seconded the **MOTION**. The **MOTION** was unanimous with Commissioner Roland and Commissioner Singletary voting yea.

(C) **Consideration to authorize staff to put out a bid for fencing around certain County facilities.**

County Manager Christi Dockery stated that there are several areas around County facilities that would benefit from the inclusion of fencing and each location has different requirements and specifications in terms of height and material. This is to add another layer of security, as suggested by Colonel Chris Owens in his recent security assessment. All Board members voiced support in allowing staff to move forward with this project. Staff will publish an RFP and bring the results back to the Board.

## COMMISSIONER'S MATTERS

NONE

## UNFINISHED BUSINESS

NONE

## COUNTY ATTORNEY'S MATTERS

NONE

## EXECUTIVE SESSION

NONE

## PUBLIC FORUM

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

Willie Qualls – Request for Mt. Pleasant Road to be paved

## ANNOUNCEMENTS

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

## ADJOURNMENT

The meeting adjourned at 6:23 PM.

Facebook video link: <https://www.facebook.com/leecountyga/videos/2019349141746596>

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

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

The meeting rooms and buildings are handicap accessible.



## BOARD OF COUNTY COMMISSIONERS

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

MONDAY, APRIL 17, 2023 AT 3:30PM  
T. PAGE THARP BUILDING  
KINCHAFOONEE CONFERENCE ROOM  
WWW.LEE.GA.US

SPECIAL CALLED MEETING  
FINANCE COMMITTEE

---

### COUNTY COMMISSIONERS

Billy Mathis, Chairman	District 3
Luke Singletary, Vice-Chairman	District 2
Dennis Roland, Commissioner	District 1
Chris Guarnieri, Commissioner	District 4
George Walls, Commissioner	District 5

### COUNTY STAFF

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

---

The Finance Committee of Lee County Board of Commissioners met for a Special Called Meeting on Monday, April 17, 2023 at 3:30pm. The meeting was held in the Kinchafoonee Room of the Lee County T. Page Tharp Governmental Building in Leesburg, Georgia. Those present were Chairman Billy Mathis, Commissioner Dennis Roland, Commissioner Chris Guarnieri, County Manager Christi Dockery, and Finance Director Heather Jones.

Chairman Mathis called the meeting to order at 3:30PM.

### CALL TO ORDER

(A) **Discussion of various financial matters of the County.**

Prior to the commencement of the meeting, the Board of Commissioners received a copy of the draft budget for FY 2023-2024 as well as a number of handouts from staff regarding current financials.

Chairman Mathis began the discussion by stating that the total revenue is around \$32.5 million, which is an increase of \$1.245 million, as confirmed by Finance Director Heather Jones. Ms. Jones stated that the proposed budget is \$32,416,000 while the current year's budget is \$29,486,000. Chairman Mathis asked what the last auditing expenses were, to which Ms. Jones replied \$27,307,900. Ms. Jones added that there is a \$837,000 increase in salaries, \$509,000 increase in contingency, \$1.119 million increase in capital lease payments (representing the ARPA payments, but the revenue will be there to offset). The solar farm revenue will also show up in this year's projected revenue.

Chairman Mathis stated that the budget is fairly fluid every year and fluctuates very little. Commissioner Guarnieri asked Finance Director Heather Jones the purpose behind having a contingency fund, who replied that it is for unexpected items and expenses that are not covered within a line item on the budget.

Chairman Mathis suggested hiring a company or individual to complete and maintain landscaping for several County buildings. County Manager Christi Dockery stated that staff would look into estimates and bring back results to the Board for their consideration at a future meeting.

A COLA raise of \$2000 per employee was discussed, a number based on the current CPI. Chairman Mathis asked that Ms. Jones provide the Board with more numbers and information regarding this item for their consideration as well as any health insurance considerations. Commissioner Guarnieri voiced support for the COLA, but also suggested looking into a merit raise system, stating that productivity is not encouraged by giving everyone the same amount of money in the form of a raise.

Ron Rowe will be providing an estimate in regards to retirement plan changes. Chairman Mathis stated that any major change would result in the County having to spend a lot of money, but is something the Board needs to



discuss.

Commissioner Guarnieri added that there is an obvious retention problem, because while we do need to attract people, we also need to keep in mind those that have been here. Ms. Dockery added that there are longevity raises of 2.5% given to employees at every three (3) year anniversary, which is something many counties do not provide. Staff also will provide options and suggestions to the Board to modify premiums and costs for employee healthcare.

Chairman Mathis asked staff to look into fuel suppliers and also as to why we reportedly only purchase premium gasoline and not regular.

Commissioner Guarnieri also voiced support for a retention payment for employees in the winter in addition to the potential COLA raise. Chairman Mathis agreed and stated there needed to be a line item created for this within the budget. Commissioner Roland commented that it may be better to give a larger retention payment than COLA; some employees may prefer to have more of a lump sum near the holidays than an increase in salary that is spread throughout the year. A discussion began as to whether to make a stipulation that an employee has to have been employed for a certain span of time to receive the retention payment. Commissioner Guarnieri suggested prorating the amount depending on hiring date, if not employed for a full year prior. Employees will be notified of the amount of the raise as well as the amount of the retention payment at the end of the year.

Commissioner Roland asked if there was a lot of overtime being paid out to which Finance Director Heather Jones replied that some departments, specifically within the Public Safety realm, will have overtime partially due to how the shift schedules fall.

County Manager Christi Dockery also mentioned the idea of increasing the amount of vacation sell back from 40 hours per year to 80 hours per year, with the stipulation that employees must retain a certain amount of hours and not cash out everything they have. Another idea is to allow employees who have worked for over 5 years to receive two (2) additional personal days. All are ideas for retention of employees. Chairman Mathis stated that the biggest problem is recruitment.

Commissioner Guarnieri stated that as long as we are better than the private sector in terms of benefits, we will look attractive. According to recently reviewed surveys from employees, take home pay seems more important than a change in health care. Finance Director Heather Jones stated that the number one issue brought up in those surveys was retirement. Ms. Dockery added that we were in a defined contribution plan, but have switched to a defined benefit plan, with new hires being given the defined benefit plan. Commissioner Guarnieri suggested allowing new hires to choose between the two plans. Chairman Mathis stated that employees are steered towards the plan that would benefit the County the most.

Finance Director Heather Jones discussed making changes to the nicotine use program within the wellness program, citing specifically adding a clause stating that if an employee begins tobacco usage they must notify County staff so their rates may be appropriately reflected to show such information. Chairman Mathis voiced support.

#### **EXECUTIVE SESSION**

NONE

#### **PUBLIC FORUM**

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

No citizens took part in the Public Forum

#### **ANNOUNCEMENTS**

(A) The next regularly scheduled County Commission meeting is ***Tuesday, April 25, 2023 at 6:00pm.***

#### **ADJOURNMENT**

The meeting was adjourned at 5:16pm.

*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





## **Lee County Emergency Management Agency**

**110 Starksville Ave N. Leesburg, Georgia 31763**

**Phone – 229-759-6012 / Fax – 229-759-2283**

05/05/2023

Good afternoon,

Due to the damage caused by Severe Weather and Tornadoes in January 2023, Hazard Mitigation Grant Program (HMGP) funding has now become available. This funding is available to State and local governments and certain non-profit organizations in the State of Georgia. I am recommending that we apply for this grant to place a generator at the Tax office. The Federal share of HMGP funding cannot exceed 75% of the total eligible project cost. The remaining non-federal share may be met with cash, contributions, certain other grants such as Community Development Block Grants, or with in-kind services. In 2022 the quote for the Generator and installation was \$52,300.00 now due to a rise in material prices we are looking at a 15% increase putting the install at an estimated \$62,000. If the grant is approved this would place the county paying an estimated \$15,500 that is 25% of total cost.

EMA Director

Coleman Williams

# Hazard Mitigation Grant Program

Section 404 of the Robert T. Stafford Disaster and Emergency Assistance Act of 1988 established the Hazard Mitigation Grant Program (HMGP). The purpose of HMGP is to provide funds to State agencies and local governments in the aftermath of a disaster for projects that reduce or eliminate the long-term risk to human life and property from the effects of natural hazards. The program enables mitigation measures identified in State and local mitigation plans to be implemented during the recovery from a disaster. HMGP funding is allocated based on a formula percentage of the Stafford Act Assistance received. Georgia's Enhanced Plan approval allows for the State to receive 20% of the estimated aggregate amounts of disaster assistance. This is one-third more than States without Enhanced Plan status.

## Project Funding

The Federal share of HMGP funding cannot exceed 75% of the total eligible project cost. The remaining non-federal share may be met with cash, contributions, certain other grants such as Community Development Block Grants, or with in-kind services.

## HMGP Application Process

Within the State of Georgia, HMGP is administered by the Georgia Emergency Management and Homeland Security Agency (GEMA/HS). GEMA/HS Hazard Mitigation staff offer technical assistance to local governments for project identification and application preparation. All applications start with the completion of a pre-applications, which are available by project type as shown on the **[HMPG Pre-Applications](https://gema.georgia.gov/documents/hma-pre-applications)** (**<https://gema.georgia.gov/documents/hma-pre-applications>**) page.



GEMA/HS is also responsible for the review, prioritization, and funding recommendation of eligible projects to the Federal Emergency Management Agency (FEMA). FEMA is responsible for making all final funding decisions on eligible projects.

Following a presidential disaster declaration, GEMA/HS advertises for HMGP grant applications.

## Current Grant Information

Pre-applications for the HMGP are accepted by the GEMA/HS Hazard Mitigation Department on a rolling basis. Please contact (404) 635-7522 or [gema-hazmitpoc@gema.ga.gov](mailto:gema-hazmitpoc@gema.ga.gov) (<mailto:gema-hazmitpoc@gema.ga.gov>) for more information.

## Eligible Applicants

Applicants who are eligible to apply for HMGP Grants are:

- Public agencies, including State and local governments

- Certain private non-profit organizations or institutions that provide essential services to the general public.

Applicants must have a federally approved mitigation plan to be eligible for HMGP funds. The plan must include mitigation actions that support the proposed project. Additionally, a letter of support from the County Emergency Management Agency (EMA) Director is needed for each application.

## Eligible Project Criteria

To be eligible for funding, a project must meet the following minimum standards:

- Conform to the State's Hazard Mitigation Plan;

- Conform to the requirements of Floodplain Management and Protection of Wetlands (44CFR Part 9, and Executive Orders 11988 and 11990);

Conform to environmental regulations (44CFR part 10) and to the requirements of the National Environmental Policy Act and all other Federal, State, and local environmental regulations;

Address a repetitive hazard in the project area, or one that poses a significant risk to life and property, and provides a long term or permanent solution to reducing the threat from the hazard;

Be cost-effective (the reduced future damages discounted to present value should exceed the initial project cost);

Be the most practical and environmentally sound alternative after considering a range of options;

Projects must be located in communities that are in good standing in the National Flood Insurance Program (NFIP). Information about participating NFIP Communities is available at <http://www.fema.gov/cis/GA.pdf> (<http://www.fema.gov/cis/GA.pdf>).

## **Eligible Projects**

Projects may be of any nature that result in protection of life and property. All proposed projects meeting the above criteria will be considered. Projects that merely identify problems are not eligible. Although hazard mitigation encompasses every aspect of emergency management from preparedness to response to recovery, Congress's intent in creating this program was to fund projects that eliminate the need to prepare, respond, and recover from natural disasters, thereby reducing Federal expenditures on future disaster events.

Examples of eligible projects include, but are not limited to:

1. Warning systems with mitigation as an essential component.
2. Projects to promote the use of safe room designs in tornado prone areas.
3. Retrofitting methods such as elevation in place, structure relocation, structural reinforcement (wind and seismic), strapping of utilities,



- installation of storm shutters, tie downs, etc.;
4. Acquisition of property and/or relocation of homes, businesses, and public facilities;
  5. Development of State or local standards with implementation as an essential component;
  6. Structural hazard control or protection measures such as flood walls, detention basins and other storm drainage upgrades; and
  7. Generators that protect a critical facility.

## **Other Eligible Project Types**

Development of State or local plans that meet the requirements of the Disaster Mitigation Act of 2000.

Additional information about the HMGP is available on FEMA's website at:

**<http://www.fema.gov/hazard-mitigation-grant-program>**

**<http://www.fema.gov/hazard-mitigation-grant-program>**



# MEMORANDUM LEE COUNTY BOARD OF COMMISSIONERS

**TO:** Honorable Board of County Commissioners  
**FROM:** Major Joseph Clark, Lee County Jail  
**SUBJECT:** Inmate Medical Services  
**MEETING DATE:** Tuesday, May 9, 2023

---

## **MOTION/RECOMMENDATION**

Motion to award the bid for Inmate Medical Services.

## **BACKGROUND**

Based on my initial overview of all three bid packages (Correct Health, Wellpath, and Southern Health Partners), I have the following information to provide:

**Correct Health** – The base pricing for CorrectHealth includes the provision of onsite healthcare services for a maximum inmate population of 120 Inmates per day at the Lee County Jail. Total annual cost for 120 inmates would be \$438,821.18. If the census at the Lee County Jail exceeds 120, CorrectHealth will charge Lee County a per diem rate of \$0.42 for those inmates more than 120. If the Inmate population falls below 120, CorrectHealth will credit Lee County a per diem rate of \$0.42.

**Southern Health Partners** – Southern Health Partners base pricing is \$418,800.00 yearly and with added Dental and Mental Health will bring the first year's price to \$440,264.00 which is lower than our current yearly contract price with Wellpath, which is \$446,027.00. Southern Health Partners however will increase by 4% the second and third year of their contract and during the 4<sup>th</sup> year will renegotiate based on the past years expenses.

**Wellpath** – Wellpath is attempting to add on an initial \$328,491.00 Management fee PLUS the Annual Expense budget of \$468,509.00 – Total \$ 797,000.00 yearly.

**Based on my conversation with Sheriff Rachals in regards to these bids, we both feel that Southern Health Partners will provide us with the best service at the most reasonable pricing point.**

## **ATTACHMENTS**

Proposals





PROPOSAL FOR  
INMATE MEDICAL SERVICES  
LEE COUNTY SHERIFF'S OFFICE  
LEE COUNTY JAIL  
RFP #0423  
April 27, 2023 – 2:00 P.M.

Lee County Board of Commissioners  
Lee County Clerk's Office  
T. Page Tharp Building  
102 Starksville Avenue North  
Leesburg, GA 31763

Carlo Musso, M.D., President  
The Park at Windward Concourse  
1720 Windward Concourse, Suite 300  
Alpharetta, Georgia 30005  
[carlo.musso@correcthealth.org](mailto:carlo.musso@correcthealth.org)  
770-692-4755 (office) • 404-386-4989 (cell)

April 26, 2023

Lee County Board of Commissioners  
T. Page Tharp Building  
102 Starksville Avenue North  
Leesburg, GA 31763

RE: *Proposal to Provide Inmate Medical Services for the Lee County Jail RFP #0423*

CorrectHealth Lee, LLC is pleased to submit this proposal to provide all-inclusive healthcare services for the Lee County Jail and Lee County Prison in response to RFP # 04231, INMATE MEDICAL SERVICES, LEE COUNTY JAIL. We will operate a comprehensive health services program that is cost-efficient, accountable, high quality, and respectful of the rights of inmates.

We are proud of many of our accomplishments as one of the primary contractors for inmate healthcare services in Georgia, including obtaining and maintaining accreditations for all correctional institutions that seek accreditation, and working with the Georgia Department of Public Health and local agencies to protect inmates and correctional personnel during the COVID-19 state of emergency.

Our proposal reflects our commitment to establish a partnership with the County Administrator, and Sheriff (the "County") as it relates to the respective facilities to be covered under the proposal. CorrectHealth has the clinical and business experience, financial and personnel resources, relationships, and capabilities necessary to provide a high quality, effective inmate healthcare program for the Lee County Jail. We possess significant knowledge of the Lee County market, serving as the longtime provider of inmate healthcare services for urban and rural correctional institutes in west and central Georgia. We are accustomed with working with Georgia local community hospitals.

We understand the challenges attracting and maintaining qualified staff in Georgia's rural counties during the current nationwide nursing and healthcare workforce shortage. We are committed to providing a stable work force at the Jail during the transition and duration of the contract. Thus, our proposal reflects the current realities of the market, but contemplates that we can provide high quality services with a stable workforce at a lower cost structure.

We hope you will find that our proposal is based on our knowledge of the market, our Company's longstanding record of providing correctional healthcare in Georgia and elsewhere, and our plans to innovate and improve services at the Jail and in the future. Attached is an Executive Summary highlighting our care delivery approach.

If you should have any questions regarding our services or this proposal, please do not hesitate to contact me.

Sincerely,



Carlo A. Musso, M.D.  
President, CorrectHealth Lee, LLC



## CorrectHealth Executive Summary

**Georgia Presence & Experience.** For more than 23 years, CorrectHealth has provided high-quality, cost-effective healthcare to inmate populations throughout the southeastern United States. We provide correctional healthcare services to nearly 20,000 maximum, medium, minimum security, pre-release, and transitional inmates in 49 facilities. Organizationally, CorrectHealth is composed of a group of limited liability companies owned by Triage Holding, Inc., a physician owned and operated correctional healthcare company.

We hope to bring the same level of quality, cost-effective services to the Lee County Jail. Our clinical and leadership team understand the needs of the Lee County market and is best positioned to ensure a seamless transition without disruption or delay.

**CorrectHealth's Mission.** *To provide high quality, comprehensive and cost-effective healthcare inside the walls of correctional facilities.* We are prepared to support the Jail with high quality, medically necessary diagnosis, treatment and pharmacy services consistent with evidence-based treatment guidelines and nationally recognized standards; subcontracting relationships with local providers of specialized services; use of the most appropriate, least restrictive, and economical settings available to ensure patients' well-being and custody status; and a strong commitment to new technologies and innovation.

**CorrectHealth's Approach.** Consistent with its mission, CorrectHealth's delivery model for the correctional healthcare setting is based on successful "informed treatment decisions" delivery systems. Under CorrectHealth's service delivery model, providers must know how, where, and when to best treat patients while optimizing resource consumption. Our primary care providers coordinate the patient's access to care, manage the patient's referral to specialty care when appropriate, facilitate the patient's return to the primary care system, and develop a discharge plan for an inmate's release back into the community. All patients will have unimpeded access to health care services without exception. Our approach is founded on providing as many treatment options as possible on-site, which allows us to expedite care delivery, monitor care more effectively, and lower administrative and transportation costs. When off-site care is required, we network with local providers to ensure that we provide the most efficient full range of care.

As the sole provider of healthcare, CorrectHealth will be responsible for all medical care, mental healthcare, and dental care for the inmates commencing at booking and continuing through discharge/release. Further, CorrectHealth will establish collaborative relationships with the County to ensure that all patients, without exception, have unimpeded access to health care services.

**Healthcare Plan.** CorrectHealth's service begins by implementing a written health care plan for each facility that contains clear objectives, policies, and procedures that meet and exceed national standards established by The National Commission on Correctional Health Care (NCCHC) and the American Correctional Association (ACA). We monitor compliance with the health care plan as part of our ongoing efforts to deliver the highest quality, most cost-effective, and most comprehensive healthcare services for our correctional facilities.



**Accreditation.** *CorrectHealth is capable of meeting and exceeding accreditation guidelines, including NCCHC guidelines. We achieved accreditation for 100% of our clients that chose to seek accreditation and have never lost an accreditation.* Three years ago, one of CorrectHealth's facilities became the first facility in the country to become NCCHC accredited for mental health services, and the first to achieve dual accreditation from NCCHC in health and mental health services. Thus, CorrectHealth is well positioned to provide services in accordance with accreditation requirements.

**Electronic Medical Records.** We recognize the importance and benefits of utilizing electronic means of documenting patient healthcare. One hundred percent of our correctional facilities operate with a full electronic medical record (EMR).

**Cost Containment.** Our objective is to provide savings without sacrificing quality. This includes negotiating favorable contracts for goods and services, creating staff efficiencies as well as efficiencies in pharmacy services, managing off-site visits and costs, and using economies of scale.

**Pharmacy Services.** CorrectHealth's experience and partnership with several pharmacies enables us to provide seamless delivery of medications to inmates. CorrectHealth will work with the chosen local pharmacy to administer medications to the population.

**Telehealth Services/Nocturnists.** In addition to on-site services, CorrectHealth utilizes a 24/7 virtual healthcare delivery program to reduce the substantial costs and challenges associated with the delivery of off-site medical care to inmates. CorrectHealth also utilizes "nocturnists", who are on duty providers assigned to work the night shift, to support our facilities via telehealth. Our nocturnist on-call program allows inmates who would otherwise be referred for off-site care, regardless of the time of day or night, to be examined in real time by a provider. This telehealth program not only reduces the security costs of transporting inmates to off-site providers, but also minimizes the need for on-site provider coverage.

**Mental Health Services.** CorrectHealth's mental health services are award-winning. Our mental health staff team has extensive experience developing and managing both inpatient and outpatient correctional mental health programs across a diverse mix of facilities. We understand the role of the providers in aiding our patients in their walk toward wellness. In providing Mental Health Services, we collaborate with community resources. We recognize the value of these relationships and look forward to enhancing Mental Health Services offered at the Jail.

**Dental Services.** CorrectHealth provides inmates' urgent and routine dental needs, including, but not limited to, initial oral screenings, patient education, written treatment plans, annual examinations, and emergency dental services. All dental services are provided under the care of a licensed dentist consistent with ACA and NCCHC standards.

\*\*\*\*\*

We thank you for the opportunity to discuss details of our proposal with you and would be honored if you selected CorrectHealth as the correctional healthcare provider for the Lee County Jail and Lee County Jail.



**Invitation to Bid Inmate Medical Services  
Lee County, GA Jail RFP #0423  
PROPOSAL FORM**

Name of Bidder/ Vendor: CorrectHealth Lee, LLC  
Contact Person: John Ritter  
Mailing Address: 1720 Windward Concourse, Suite 300  
Alpharetta, GA 30005

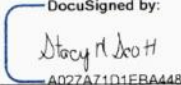
Telephone: 770-692-4750  
Email: John.Ritter@correcthealth.org

It is agreed by the undersigned bidder that the signature and submission of this bid represents the bidder's acceptance of all terms, conditions, and requirements of the bid specifications and, if awarded, the bid will represent the agreement between the parties.

No addendums will be allowed unless initiated by the County.

**Purchase of inmate medical healthcare services for inmates housed within the Lee County Jail, located at 119 Pinewood Road, Leesburg, Georgia 31763.**

Option A: Flat-Rate Monthly Price Per Inmate: \$ 304.74	Daily Price Per Inmate Per Day: \$10.02
Option B: Flat-Rate Monthly Price Per Inmate: \$271.86	Daily Price Per Inmate Per Day: \$8.94

DocuSigned by:  
  
Authorized Signature: Stacy M. Scott Title: Chief Legal officer  
Name Printed: Stacy M. Scott Date: 4/26/2023



Southern Health  
Partners

# **PROPOSAL RESPONSE:**

## **RFP #0423 INMATE MEDICAL SERVICES LEE COUNTY, GA JAIL**

April 2023

Presented To  
Lee County, GA  
Presented By  
Southern Health Partners, Inc.





April 25th, 2023

Lee County Clerk Office  
T. Page Tharp Governmental Building  
102 Starksville Avenue North  
Leesburg, Georgia 31763

Dear Sheriff Rachal and the Lee County Board of Commissioners,

We appreciate the opportunity to present our proposal for Inmate Medical Services at the Lee County Jail. SHP is pleased to offer the following quality, cost-effective healthcare program for your consideration, based on our experience in similarly situated facilities of your size, as well as taking into account local staffing challenges. Our recommendations and offer will reflect the creation of a program to meet patient needs, as well as consideration for medical staffing solutions in this correctional environment.

At the heart of our program is a focus on communication. We believe effective communication is critical to providing quality care to the inmate population. To that end, we will implement an on-site program that ensures communication is timely, accurate, and comprehensive.

After reviewing your Request for Proposals and attending the pre-bid meeting on Thursday, April 13, 2023, we have outlined our proposal components for your review. We have included several of our Professional Services in our base price, including Cost Containment Services, Bill Scrubbing Services, and Officer Training. We understand the Sheriff and his staff's needs for the Provider to meet all medical timelines and patient needs. SHP would work hard to build the trust by the Sheriff in our program and team members.

SHP stands ready to meet with you and the Board of Commissioners to clarify our program and discuss any pricing or program questions. We understand the jail may want more flexibility in its program components to help solidify its goal of building a quality program, so there may be some items which can be removed from our proposal, or added to our proposal. We pride ourselves in being flexible to meet the County's needs (as well as the patients).

Sincerely,

Jennifer Hairsine  
Owner, President, & Chief Executive Officer  
[jennifer.hairsine@southernhealthpartners.com](mailto:jennifer.hairsine@southernhealthpartners.com)  
423-553-5635 Ext 911  
Southern Health Partners, Inc.



Invitation to Bid  
Inmate Medical Services  
Lee County, GA Jail  
RFP #0423

**PROPOSAL FORM**

Name of Bidder/ Vendor: Southern Health Partners, Inc.

Contact Person: Jennifer Hairsine

Mailing Address: 2030 Hamilton Place Blvd. Suite 140 Chattanooga, TN 37421

Telephone: 423-553-5635 Ext 911

Email: jennifer.hairsine@southernhealthpartners.com

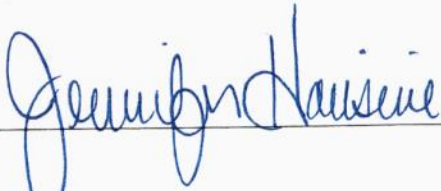
It is agreed by the undersigned bidder that the signature and submission of this bid represents the bidder's acceptance of all terms, conditions, and requirements of the bid specifications and, if awarded, the bid will represent the agreement between the parties.

No addendums will be allowed unless initiated by the County.

Purchase of inmate medical healthcare services for inmates housed within the Lee County Jail, located at 119 Pinewood Road, Leesburg, Georgia 31763.

FLAT-RATE MONTHLY PRICE PER INMATE: \$ 34,900

DAILY PRICE PER INMATE: \$ N/A

Authorized Signature:  Title: Owner, President, & CEO

Name Printed: Jennifer Hairsine Date: 4/21/2023



# Lee County Sheriff's Office

Lee County, GA

RFP #0423  
Inmate Medical Services

Technical and Price Proposal

April 27, 2023  
2:00 P.M. ET



**Respectfully Submitted to:**

Lee County Clerk's Office at the T. Page Tharp Building  
102 Starksville Avenue North  
Leesburg, Georgia 31763

**Submitted by:**

WELLPATH®  
3340 Perimeter Hill Drive  
Nashville, TN 37211  
800-592-2974  
Tax ID# 32-0092573

**Points of Contact:**

Laura Busbin  
Vice President of Partnership Development  
229-364-8404  
Laura.busbin@wellpath.us

Ben Slocum  
CEO & President  
805-796-5775  
BSlocum@wellpath.us

This submission includes the following required copies:  
Technical and Price Proposal – 5 copies

Dear Members of the Evaluation Committee:

On behalf of Wellpath LLC, thank you for the opportunity to present our proposal for Inmate Medical Services for the Lee County Jail (LCJ). Wellpath has worked diligently with Lee County and the Lee County Sheriff's Office (LCSO) over the past 13 years and understands the operational challenges and the enhancements you desire. Our best practices, developed over the past 39 years, will ensure the highest quality care to the adult and juvenile patients in your custody.

Wellpath operates with a "patients first" philosophy. Simply put, with almost four decades of experience in this industry, we are the best at what we do. We offer top healthcare talent, leading-edge programs, and advanced technology. We welcome the opportunity to continue the provision of high-quality, comprehensive, effective medical care while ensuring community linkage, accountability, improved efficiencies, and overall risk reduction for Lee County.

We live by a simple motto: "**Always Do the Right Thing.**" This guiding principle comes from a statement made by one of our long-term county partners, who said: "What I appreciate most about working with [Wellpath], is I can count on them to always do the right thing." Wellpath is committed not only to meeting Lee County's expectations, but exceeding them. As your true partner, we will continue to provide an appropriate, cost-effective on-site medical program built on the following principles and qualifications:

- **We have proven protocols to effectively manage on-site and off-site care.** Wellpath uses credible data to drive priorities based upon the LCJ's needs. We work to prudently manage the utilization of on-site and off-site services and diligently review all claims to ensure fair and accurate pricing. With Wellpath, Lee County is assured of quality care while reducing risk, litigation, and your overall cost.
- **We have established an efficient and effective pharmaceutical program to enhance care and control costs.** Our buying power and effective formulary management help keep pharmacy cost under control, while ensuring our LCJ patients have access to needed medication without delay. We return unused medications for credit to help control medication waste and expense.
- **We have verifiable success containing costs for our clients.** Our objective is to uncover all possible areas of savings without sacrificing quality or increasing your risk. Using our experience and best practices from similar sites, we will maximize savings through reduced unnecessary off-site trips, effective team deployment and technology-aided operations, our national buying power, and effective pharmaceutical formulary management. This focus will address the costliest budget escalators: off-site care, staffing, and pharmacy.
- **No transition necessary.** Wellpath is the only provider that offers Lee County **ZERO transition risk**. As the current provider of healthcare services at the LCJ, we have a full appreciation of the mission and objectives of your healthcare program. We have a proven record of delivering thoughtful, cost-effective solutions to meet the patient healthcare needs of the LCJ. All other bidders face a learning curve that could last many months.

By retaining Wellpath, you can be assured of continued program enhancements and high-quality service and support. We are the most experienced company providing healthcare services in correctional facilities. We work harder than anyone to retain our clients by always trying to exceed their



expectations. With Wellpath as your continued provider, there will be no interruption of services to your well-run healthcare program. ***Change under any circumstance is a challenge, and in this case, it is unnecessary.***

*We value our long-standing partnership and look forward to discussing the areas of the RFP that we cannot be compliant with should you wish to move forward with Wellpath as your healthcare provider.*

Throughout this proposal, you will notice the blue icon to the right of this paragraph. This icon is a way for us to highlight innovative solutions and other differentiators that are **unique to a partnership with Wellpath.**



You will also encounter the green icon to the right of this paragraph, which clearly identifies areas within our proposal where **cost savings advantages** are to be gained by partnering with Wellpath.



Wellpath certifies we have not restricted competitive bidding.

Sincerely,

Ben Slocum  
CEO & President  
805-796-5775  
BSlocum@wellpath.us

Laura Busbin  
Vice President, Partnership Development  
229-364-8404  
Laura.busbin@wellpath.us

## 4 Price Proposal

Wellpath is enthusiastic about the opportunity to continue our partnership with Lee County and the LCSO to provide healthcare services for your patient population in the LCJ. We have worked diligently to deliver a meaningful proposal that illustrates the best value for the stakeholders of Lee County and demonstrates our commitment to transparency and accountability. We are confident in the quality and value of the work we perform and that our solutions meet your specific needs. We look forward to discussing our proposal in further detail.

We have based our price on many considerations:

- The services required by the RFP
- Our unique insight into the needs of your patient population stemming from our experience as your incumbent provider
- Our extensive reach in in the State of Georgia and understanding of appropriate compensation for qualified staff to promote effective recruiting and retention
- Our first-hand knowledge of your goals and focus

Our experience, resources, culture, and philosophy of care make us different from our competitors and make Wellpath the right partner for Lee County. We know cost is important; we also understand the mission you have for quality, compassionate care. As your partner in that mission, we commit to continuity in these areas:

- Focus on the ever-changing needs of our patient population by expanding on-site services, with particular emphasis on telehealth
- Recruiting, training, and retaining the right staff members for each position and filling shifts as contracted
- Delivery of timely and transparent reporting designed to demonstrate accountability at every level
- True partnership with Lee County to expertly drive your healthcare program
- Provision of care with a passion and a mission of setting patients on the path **to hope and healing**

Wellpath is the right partner to continue providing the County with a scalable healthcare plan that ensures continued quality care for your patients.

### ***Performance Bond***

As your incumbent provider since 2010, Wellpath is requesting that the Performance Bond be waived.



## 4.1 Pricing – Flat Rate

Wellpath is not providing a flat rate pricing model. Wellpath is submitting a Pass-Through Fee structure for this RFP. Please review the following information for this proposed model.

## 4.2 Management Fee with Pass Through Costs

Wellpath recommends a Management Fee contract to control costs and the County then only pays for the expenses incurred. These estimated budgeted items include all staffing, pharmaceuticals, supplies, off-site care, etc. **The County will only pay for these costs when they are incurred and will receive documentation of all expenses with a corresponding invoice.** The County will benefit from Wellpath’s significant national contract pricing for these items.

Your site-specific report will include:

- A summary of adjudicated invoices for off-site and specialty provider expenditures
- Staffing wages and benefits
- Auxiliary services and treatments
- Medical supplies, medical gas, bio-hazard waste removal
- Pass-through costs of the pharmaceuticals prescribed in the LCJ
- The monthly Wellpath management/administration fee will be pre-billed 30 days before the start of the month

This pricing method provides the Lee County with *actual cost information* for appropriate aspects of the healthcare program while allowing the County to receive all savings realized by having Wellpath manage the healthcare program. This includes staffing cost savings and any savings derived from Wellpath-negotiated vendor contracts. This model also offers transparent cost reporting that keeps us operationally accountable and fiscally responsible while allowing the County to justify operational expense decisions with informed confidence.

Wellpath is the premier correctional healthcare company in the industry. We have effectively implemented Pass-Through contracts for many of our clients to help manage their budgets while delivering high-quality healthcare, often at reduced costs to our clients. Wellpath clients using this model consistently save budgeted dollars on healthcare. We are happy to review this with you.

### **Billing**

Wellpath will generate monthly invoices approximately 30 days before the month of service. Lee County will have 30 days to submit payment, which is due on the first day of the month of service. A quarterly reconciliation of all costs, as described, will be provided to the lee county designee.

### **Management Fee – Year One**

	Annual	Monthly
<b>Year One – Management Fee</b>	<b>\$328,491</b>	<b>\$27,374.25</b>

With the Management Fee / Pass-Through model, all Wellpath support fees are included in our services program. This includes:

- Wellpath Healthcare Cloud (Wellpath Now, Tele-Health, Tele-Nursing)
- Electronic Medical Records
- 24-hour IT Support
- Insurance Costs
- Human Resources
- Claims Processing
- Reporting Reviews
- Recruiting
- Legal Expenses
- Operations Support
- Finance reporting and invoicing

**Pass-Through Expenses**

With this pricing model, Wellpath will bill for and be reimbursed monthly for any and all expenses, including staffing, which are incurred.

**Pass-Through Budget Projections**

Wellpath is providing our projections for annual expense budget for the following services that will be pass-through expenses. These are based on our national contracts and experience providing these services to facilities similar in size and scope as the Lee County Jail. The County will only be billed for actually incurred expenses.

• Salaries and Benefits to include Sign on Bonuses	\$306,915
• Professional and On-Site / Off-Site Services	\$99,371
• Pharmacy Services	\$47,467
• Other expense: facility costs, printing, equipment rental, etc.	\$14,756
<b>ANNUAL EXPENSE BUDGET PROJECTION</b>	<b><u>\$468,509</u></b>

These budgeted expenses are projections only and subject to change. This does not include the Management Fee or Sign-On Bonuses.

The following **Staffing and Services Overview** table identifies the services that are pass-through costs, as well as services covered by our management fee:



### ***Supplement Recruiting and Retention Costs / Sign-on Bonus Pool***

We are confident the rates and corresponding costs we are proposing will enable us to hire and retain nursing and clinical staff in this current market with the goal of **100% staffing coverage**. Considering the current recruiting/retention environment, and to be competitive, we believe it is necessary to pay one-time sign-on and retention bonuses to ensure the program is well-staffed to meet the needs of your patient population.

We will establish a bonus pool of **\$21,000**, which includes a \$7,500 recruitment/retention bonus for full-time nursing positions, if needed. If we need to offer a staffing bonus, the amount offered will be a pass-through expense. **If we do not need to offer a bonus, there will not be any expense to Lee County.**

### ***Insurance Requirements***

Wellpath will continue to provide the required insurance will provide the appropriate Certificates of Insurance to Lee County prior to the start of the new contract.

### ***Change in Scope of Work***

The Wellpath proposed pricing reflects the scope of care as outlined in our proposal and the current community standards of care regarding correctional healthcare services in the State of Georgia.

Should there be any change in or modification of the local, national or community standards of care or scope of services, court rulings or interpretation, pandemic, state or federal law or statute, or interpretation thereof, that results in sustained and material changes in costs, coverage of costs related to such changes are not included in this proposal and would need to be immediately negotiated with Lee County to ensure all parties' interests are properly aligned. Changes such as the opening of additional areas in the facility or new construction of additional space would all be considered a change in the scope of service and require immediate renegotiation.

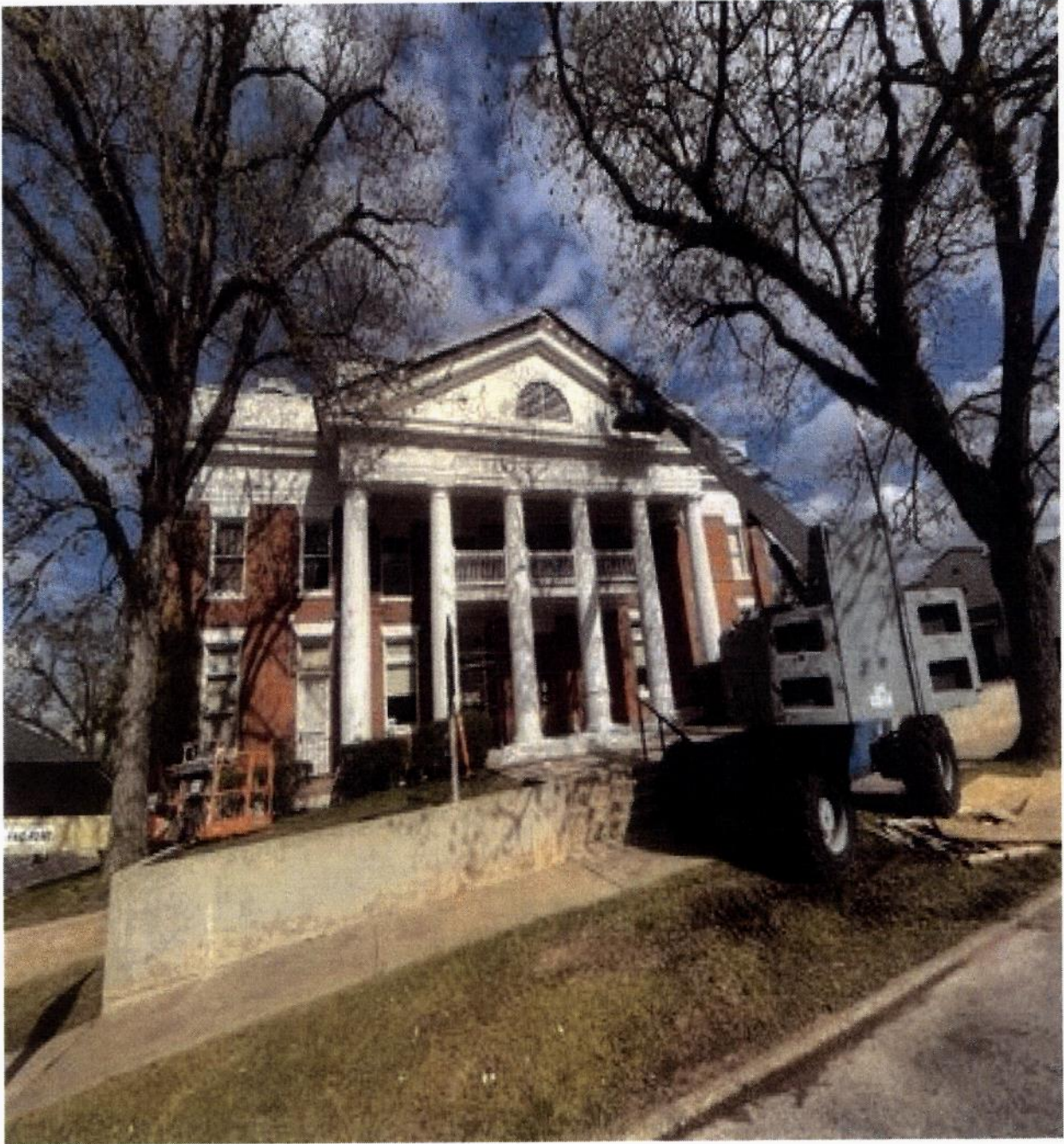
### ***Pricing for Subsequent Years***

For subsequent annual renewals beyond the initial one-year contract period, Wellpath typically requests management fee increases of 4.0% and will prepare a budget that reflects the cost environment that exists at the time of renewal.

## **COURTHOUSE EXPANSION**

- 1. HARRIS COUNTY EXPANSION**
- 2. JASPER COUNTY EXPANSION**
- 3. SEMINOLE COUNTY EXPANSION**
- 4. LEE COUNTY COURTHOUSE**
- 5. SUMTER COUNTY COURTHOUSE**



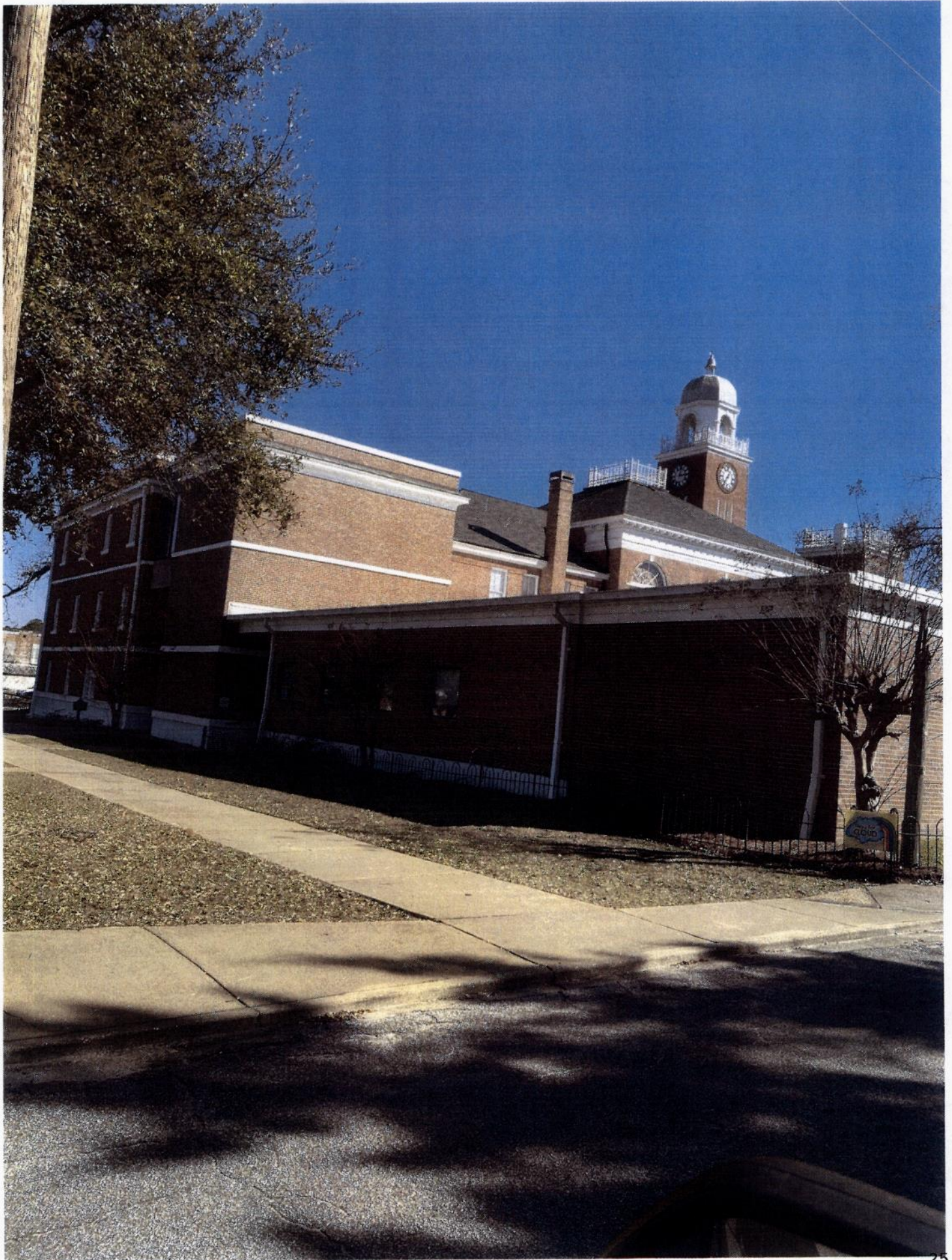


1





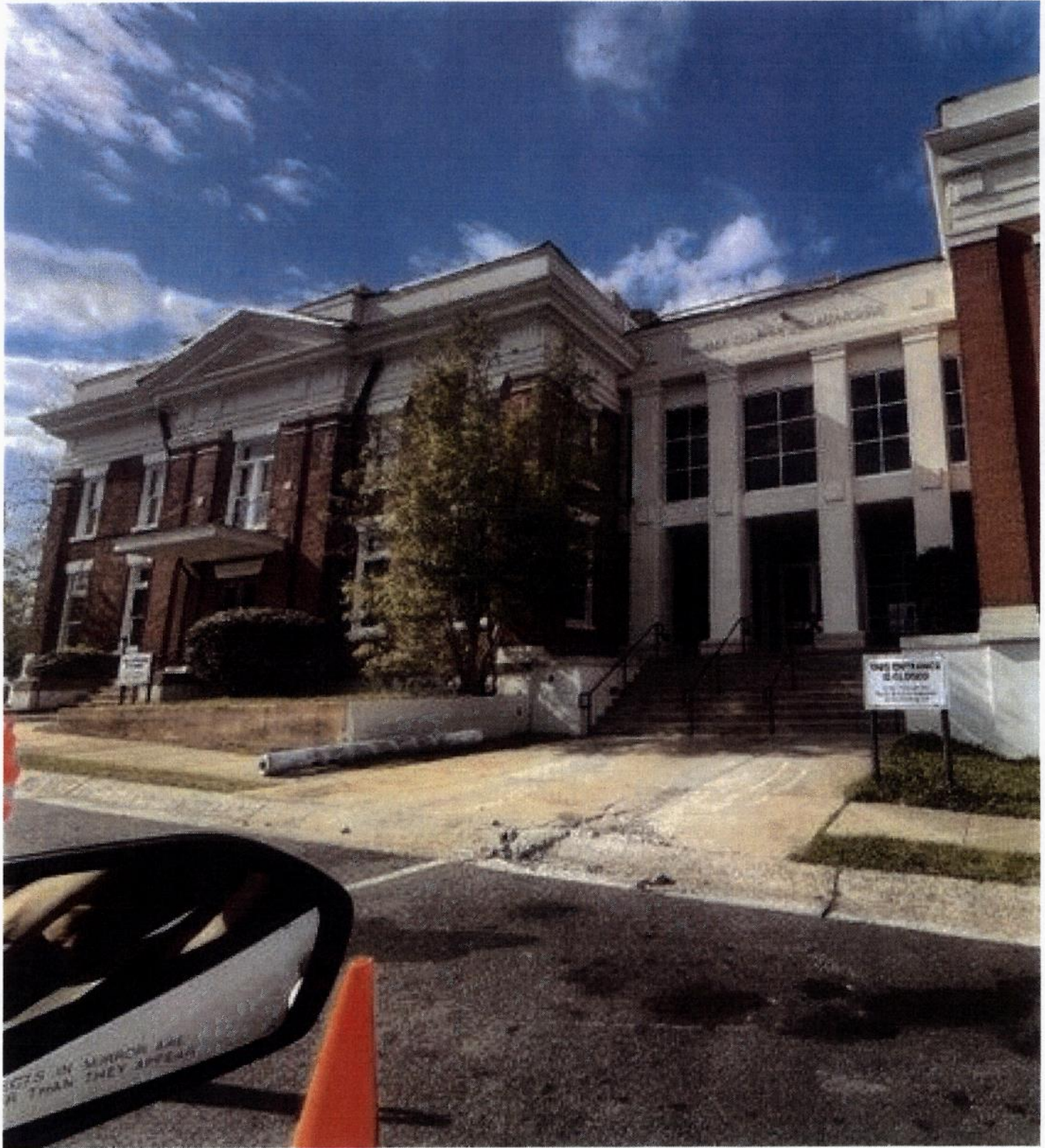




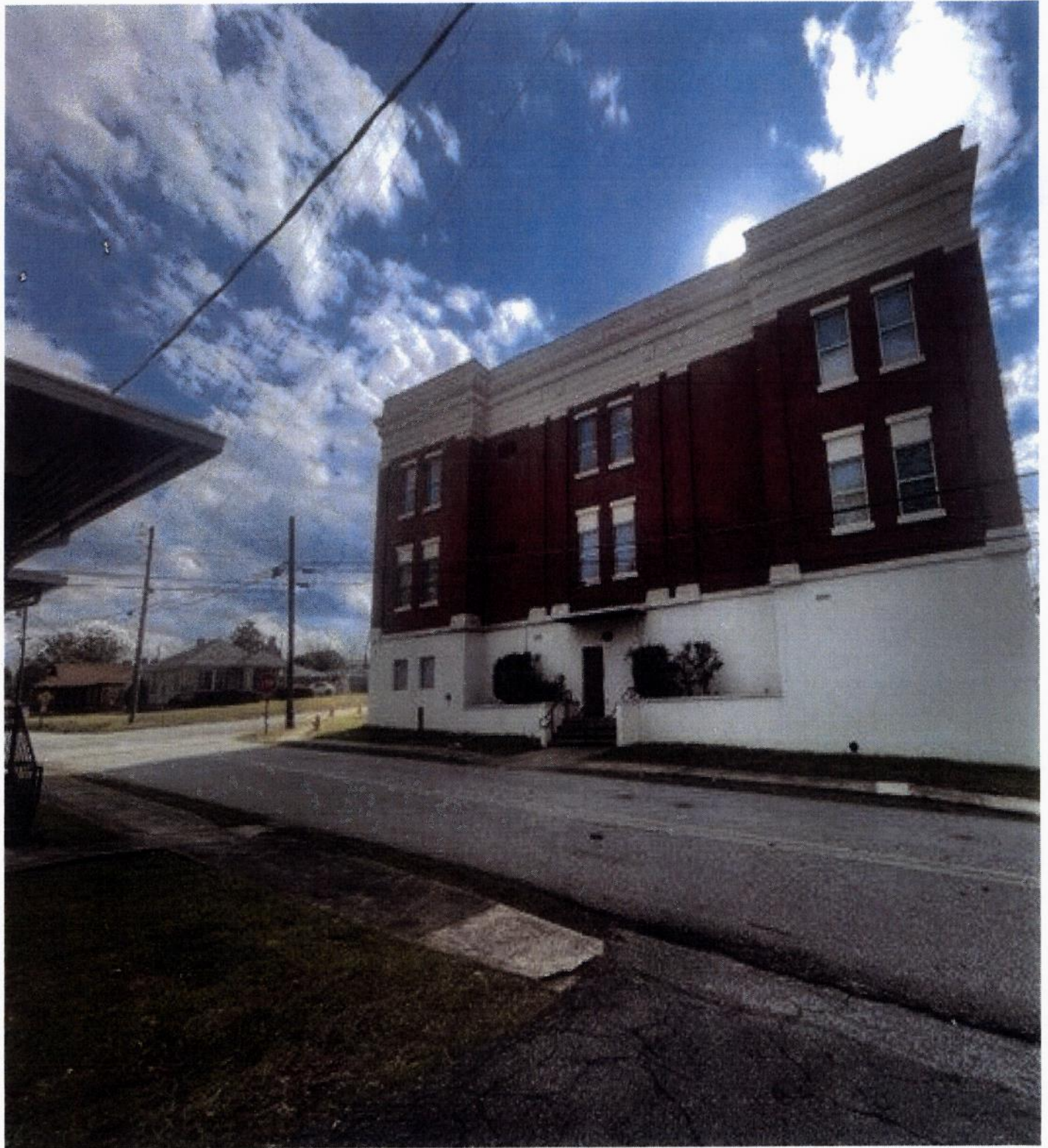




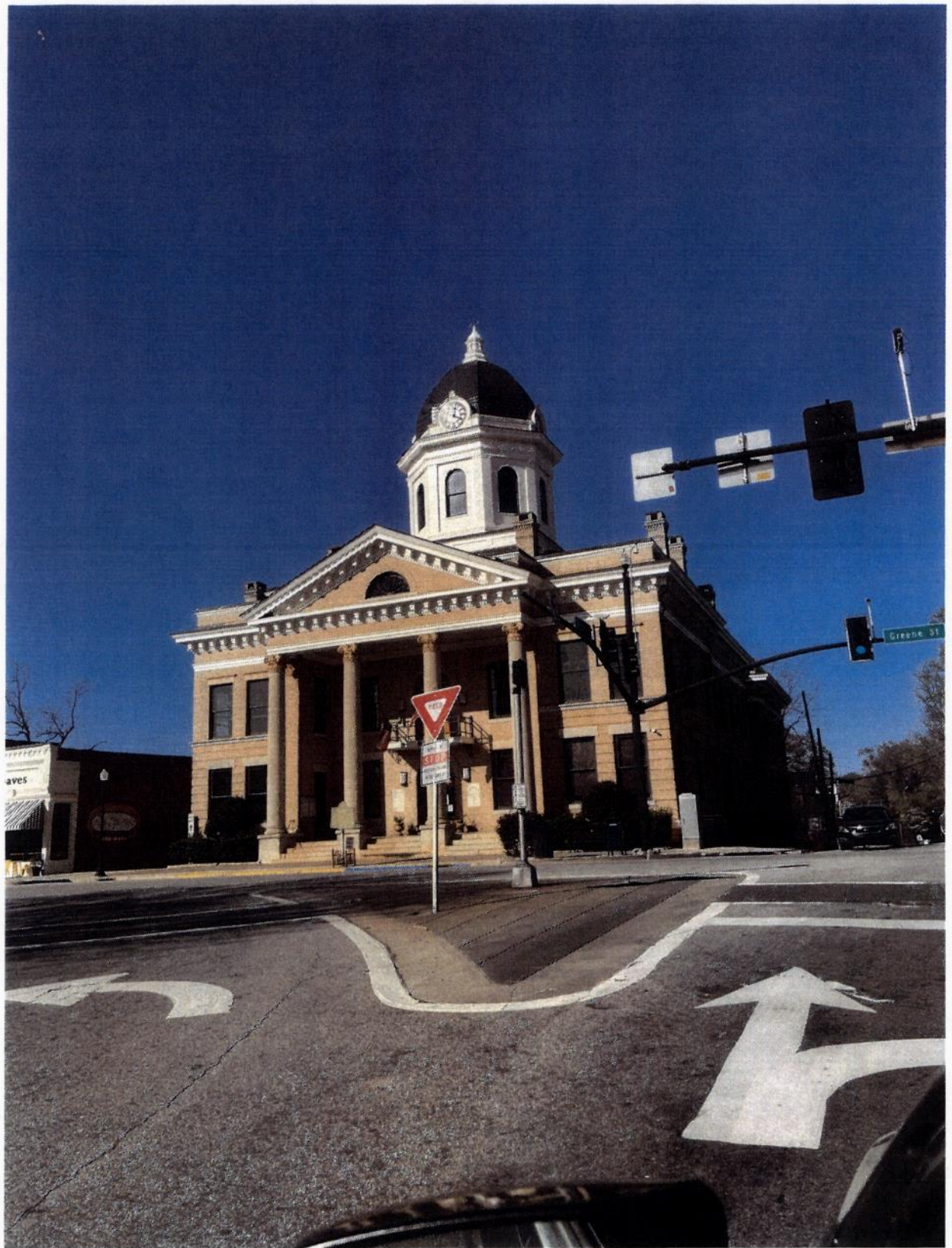






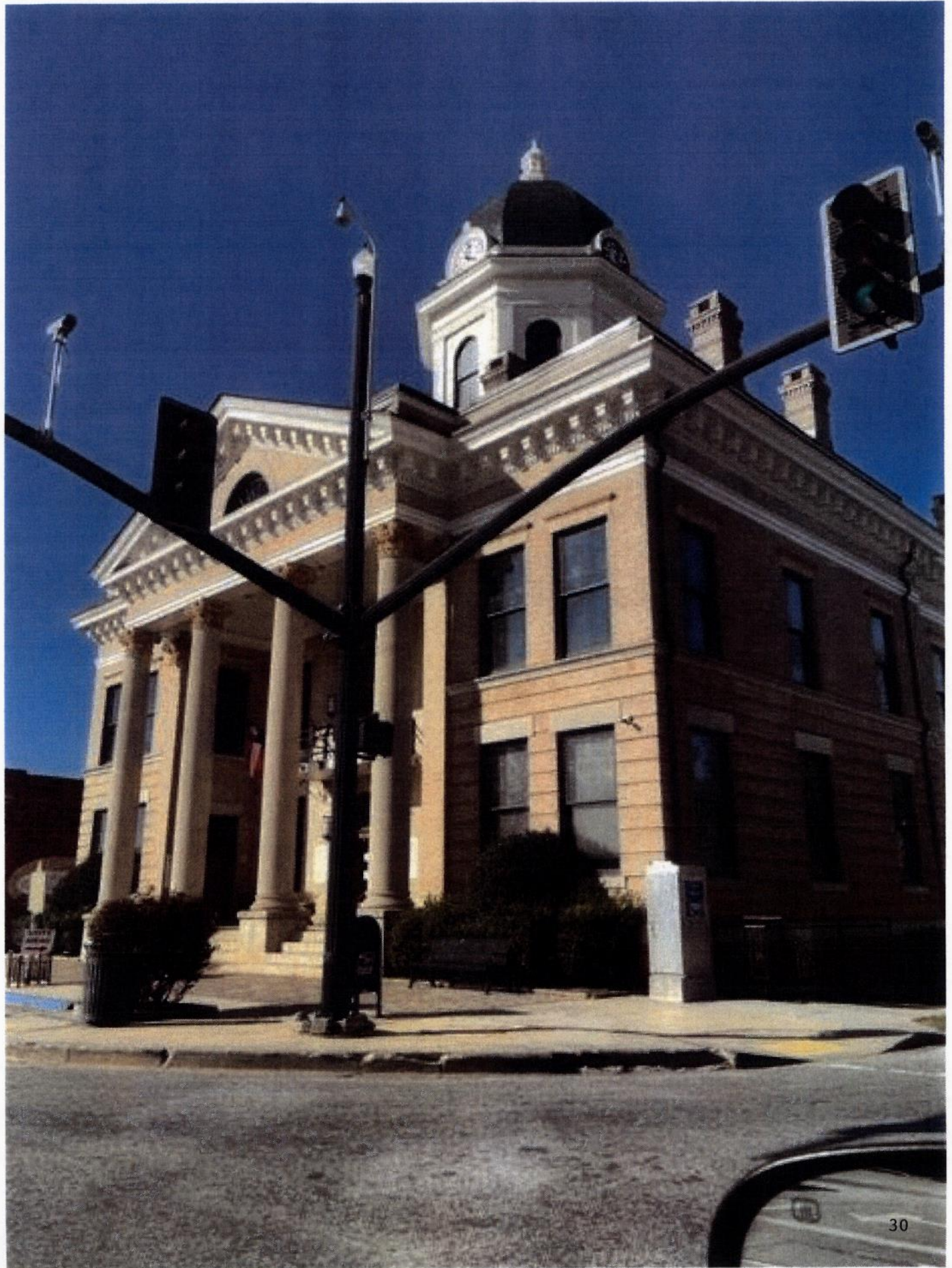






2





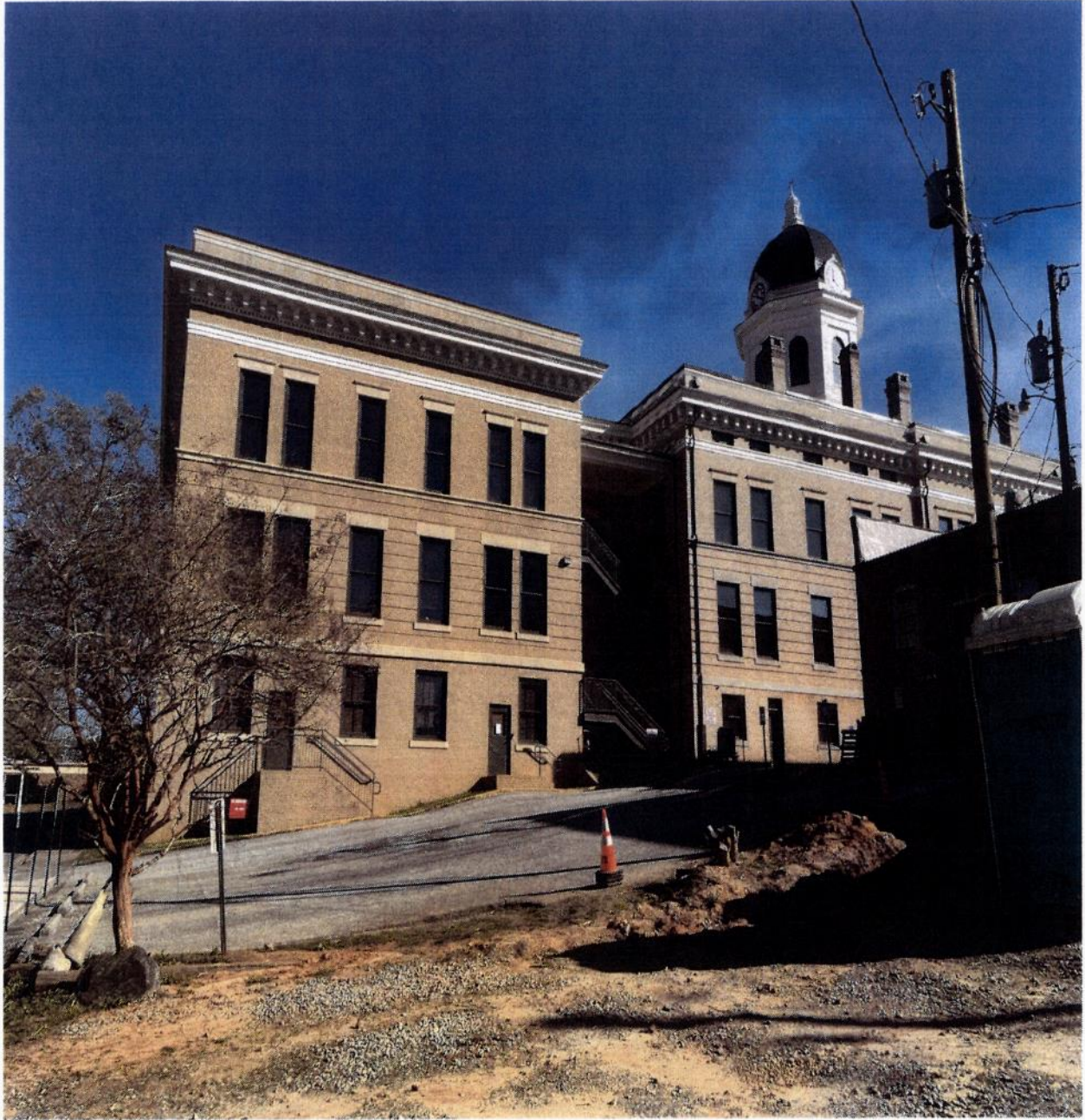




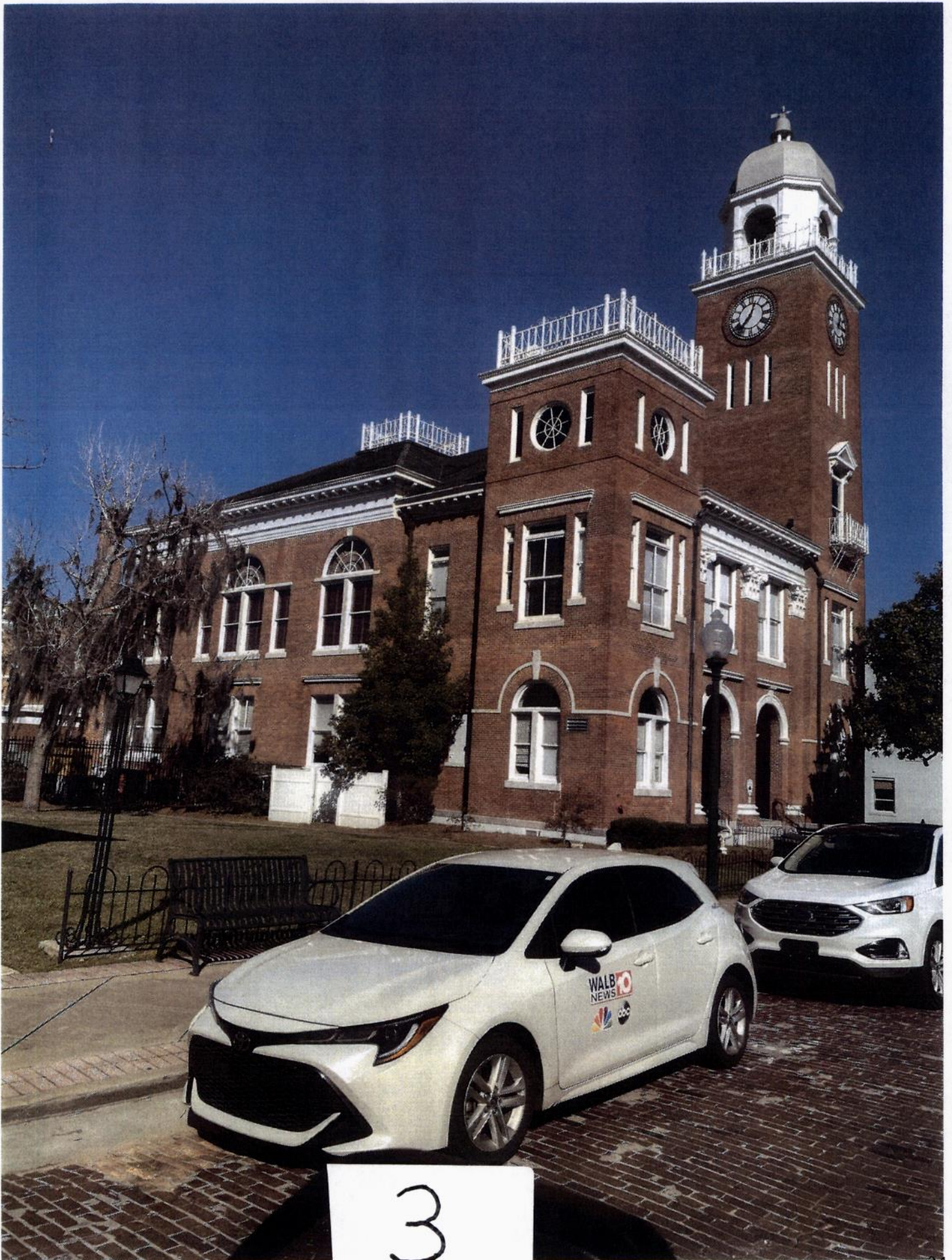






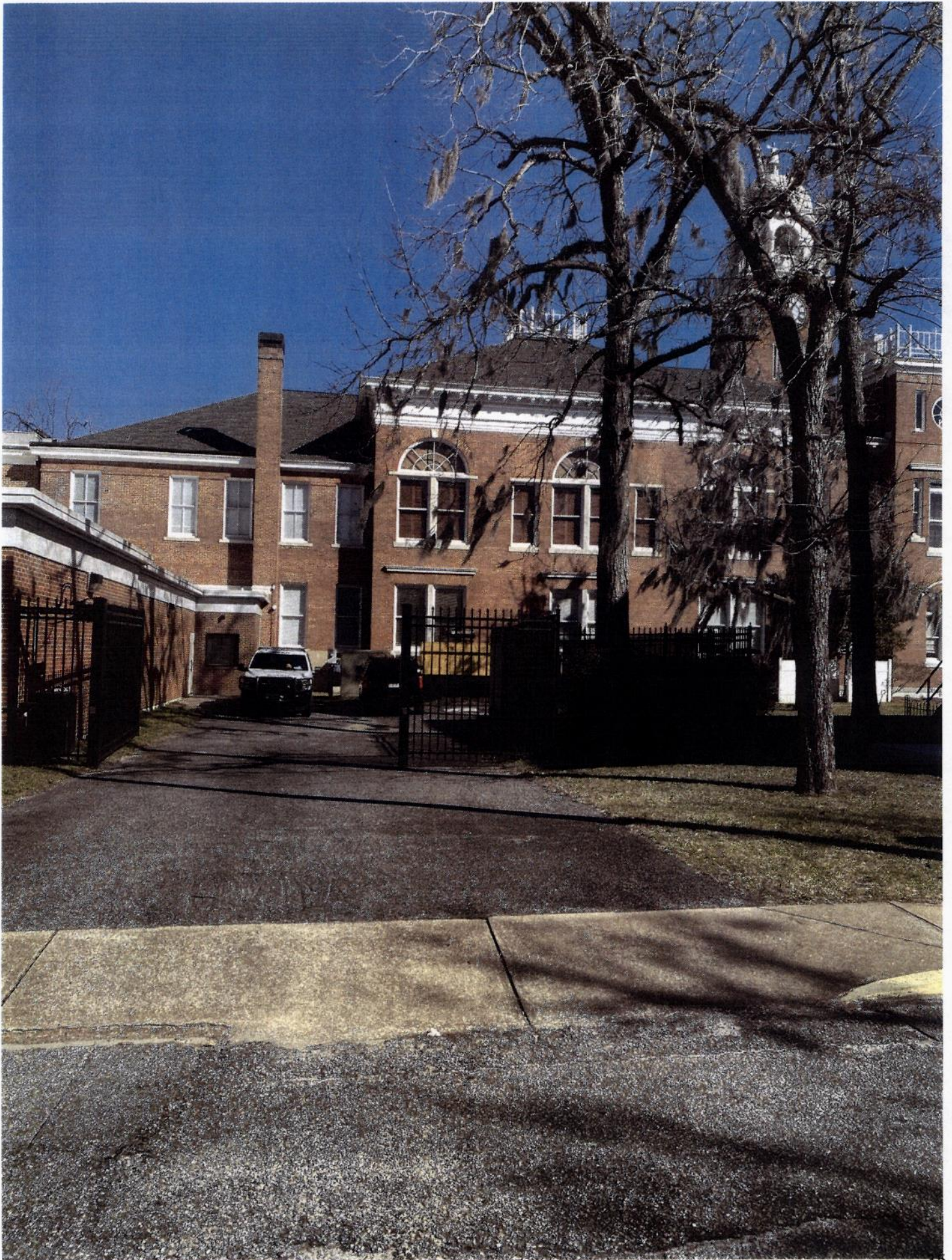




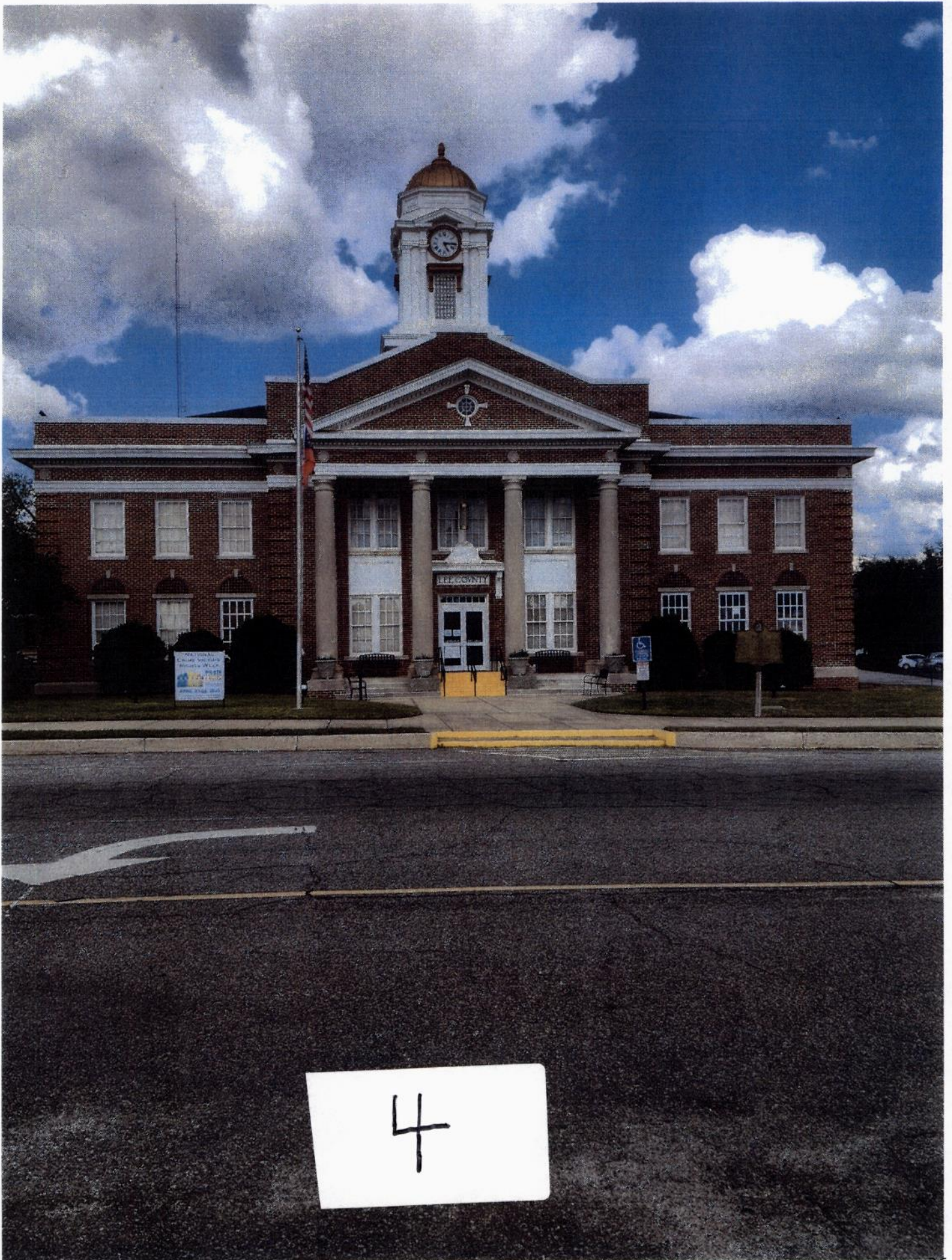


3

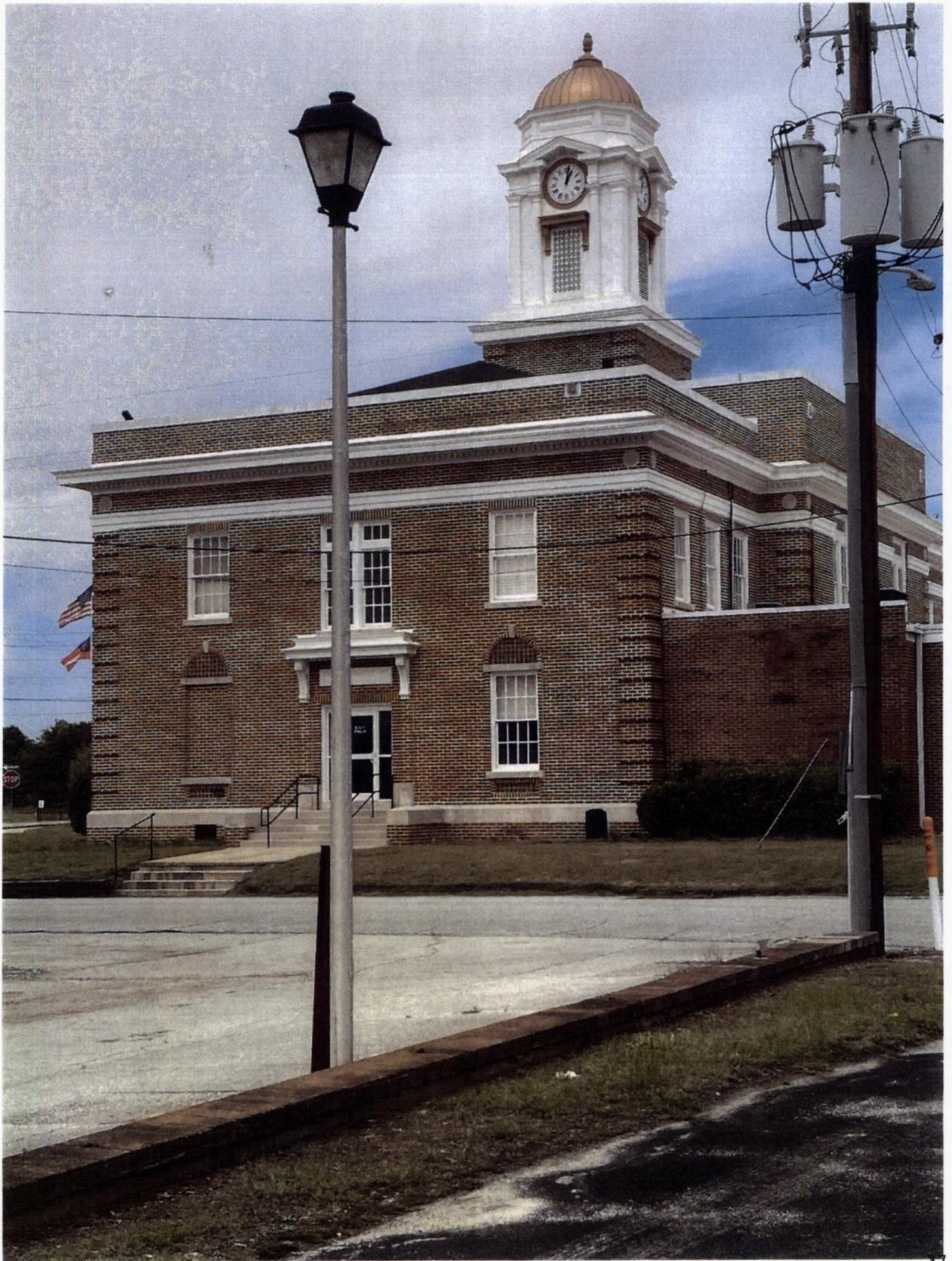




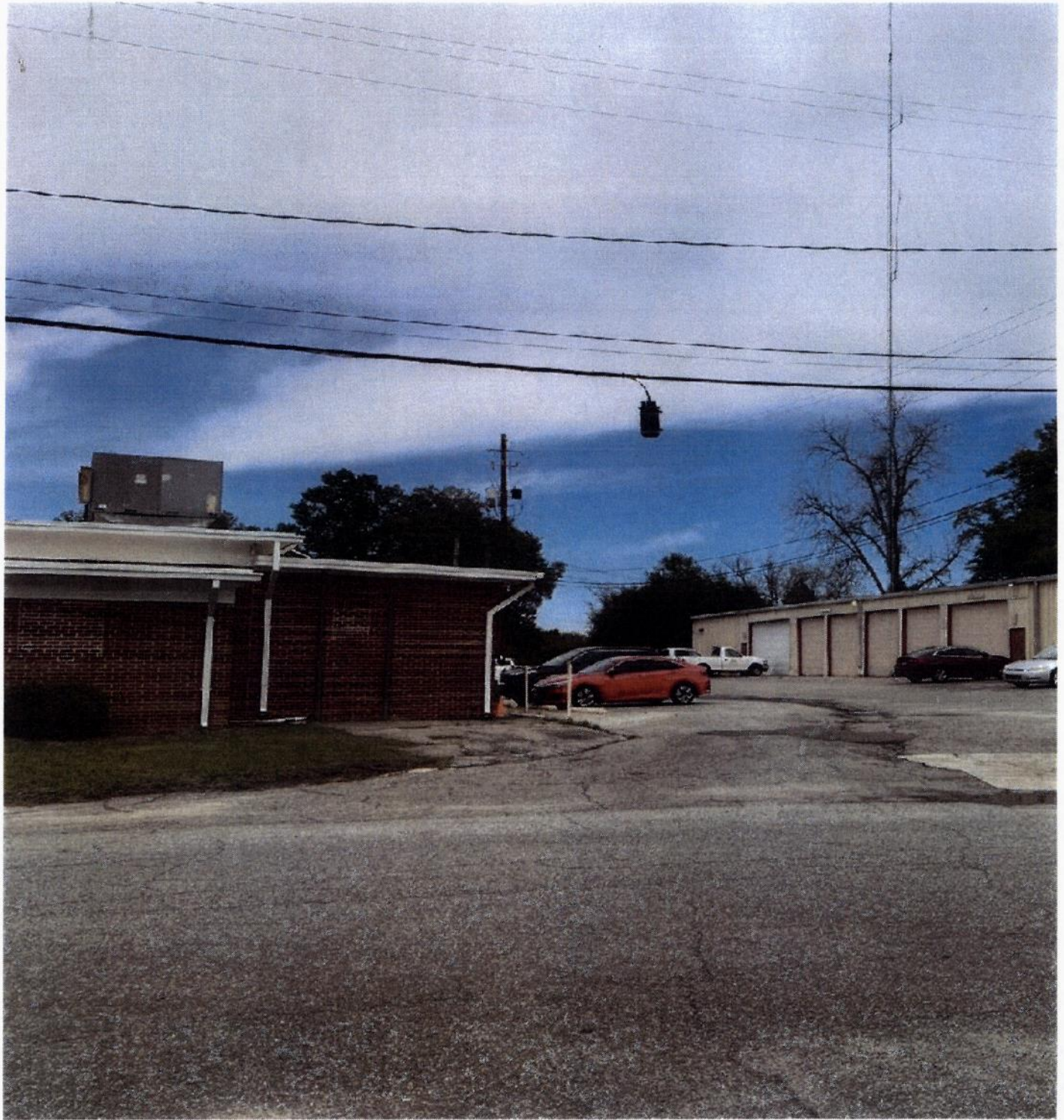
















5





## MEMORANDUM

### LEE COUNTY BOARD OF COMMISSIONERS

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

---

#### **2021 CDBG**

- Palmyra Mobile Home Park project
- Project application submitted June 4, 2021
- Pre-Application Public Hearing held September 22, 2020
- Recommended County match at \$100,000.00
- \$469,284.00 grant amount awarded to Lee County on September 27, 2021
- Kick-off Meeting – December 2021
- Chad Griffin, Still Waters Engineering, verified the property lines
- Final Design complete
- Deeds being drafted and easements to be requested from the property owner
- Utilities Authority approved easements on September 15, 2022
- RFP for Water Extension services published September 6, 2022
  - Bid Opening: October 11, 2022
  - BOC awarded bid on October 11, 2022 to Zane Grace Construction for a base bid of \$541,810.78
  - November 30, 2022: Pre-Construction Meeting held with the contractor, engineers, and representatives of DCA, the County, and the Utilities Authority
  - MHP owners have signed the easement documents.
- Completion date is expected to be by the June 22 deadline
- DCA will meet with staff to monitor the progress of this grant.
- Fire hydrants installed on Palmyra Road
- Lee County will be eligible for a FY 2024 CDBG project

#### **Agricultural Complex**

- Located on 100 acres on Leesburg Bypass — 231 State Route 3
- Proposed plans provided July 29, 2020
  - Including: A boating access point at the creek's edge, the agricultural complex, walking trails, and campsites
- Resolution adopted and lease agreement signed on September 22, 2020 with Georgia Department of Natural Resources for a Boat Ramp
  - Renewed January 11, 2022
  - Estimated Start Date: Fall 2023
  - DNR hired EMC Engineering to survey property for canoe/kayak ramp
  - DNR staff notified us that the DNR Commissioner has signed the Boat Ramp agreement for the Lee County construction project
  - Engineering design will begin in January 2023



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

### 2020 Census Numbers

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

### 2021 Census Numbers

- Lee County: 33,411

### Commercial Land Development Permits

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

### GIS

#### Road Layer

- Including road width, length, and speed limits

#### Utilities Mapping Project

- Purpose: To map all utilities in Lee County
  - Includes water mains, water valves, water towers, fire hydrants, sewer lines, sewer manholes, sewer pump stations, fiber, gas, telephone, etc. as well as feature type, pipe size, pipe material, valve size, etc.
- Goal: To have an internet map in ArcGIS Online where utility workers can view utility maps on a tablet in the field.

### Gymnasium Renovation

- Project overseen by Bill Walter, Masonry Restoration Technologies & Services, LLC

- On December 14, 2021, the Board voted unanimously to allow the Courthouse Annex Window Sealant Project and the Gymnasium Window Replacement Project to be added to the existing contract for the Tharp Building Restoration Project for an estimated cost of \$56,840.00
- Project is 95% complete
  - Ongoing painting outside and handicap area.

### Hospital

- Public Works staff completed a construction entrance road
- Preliminary designs were presented by Matthew Inman of EMC Engineering in January 2019
- Estimated Cost for Road: \$1,498,552.50 (SPLOST VII)
- Construction expected to take approximately 6 to 9 months
- All fees for LCMC land disturbance waived
- **USACE permit for holding pond designs expires August 2022**
- CON granted
- Phoebe has filed multiple objections
- **Roadway Regrading Project**
  - Matthew Inman, EMC Engineering, Project Engineer
    - 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, O.D.           3 year term
  - Jennifer Heyer               3 year term
  - Dana Hager                   2 year term
  - Randy Carr                    2 year term
  - Rick Muggridge              1 year term
  - Upon the expiration of the initial terms as set out above, all future appointees to the Board of the Hospital Authority shall serve staggered terms of three (3) years.
- February 2, 2023: First meeting of the Hospital Authority of Lee County
- March 14, 2023: Second meeting of the Hospital Authority of Lee County

### LMIG Funds

- **FY2023**
  - Application Submitted October 18, 2022
  - Roads: Lumpkin Road West, Quail Street, Northwood Drive, Stanley Street, Cannon Drive, Balmoral Drive, Elgin Court, Montrose Drive, Brittany Lakes Drive, Fairethorne Drive, Graves Springs Road, Heathridge Court, Hearthstone Drive, Sterling Drive, Pewter Court, Willow Lake Drive, Fair Oaks Court, Hickory Ridge Court, Cedric Street, Ravenwood Court, Maplewood Court, and Sportmans Club Road. Striping remains to be completed.
  - Funds Received from GDOT: \$627,424.76
    - Total, with 30% match from Lee County: **\$815,652.19**
    - BOC awarded bid on December 13, 2022 to Reeves Construction Company for \$1,977,781.35
  - Resurfacing Completed: May 2023 Ongoing shoulder work and striping
  -



### **Park Street**

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

### **Sidewalks**

- Georgia Department of Transportation, GDOT, has approved the City of Leesburg's request for funding assistance for sidewalks on State Route 3, State Route 32, and Firetower Road
- GDOT is committing up to \$304,000.00, or 70% of the project cost, whichever is less
- December 22, 2022: Board voted to pay the County's share of the cost for sidewalks on Firetower Road (\$13,500.00)
- Ongoing project 95% complete.

### **Smithville Road Bridge**

- Georgia Department of Transportation, GDOT, plans to replace the bridge over the Muckaloochee Creek on Smithville Road
- Construction and Maintenance Easements received from adjoining property owners and recorded
- Estimated Start Date: Summer 2023
  - Detour will be implemented during this construction.

### **Speed Limit Ordinance**

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

### **SPLOST VII**

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

### **SPLOST VIII**

- Possible Ballot Year: November 2024

### **Storm Drainage Repair/ Holding Ponds**

- Lumpkin Road
  - BOC approved a contract with Lanier Engineering to survey in March 2020
    - Survey completed June 2020
    - BOC currently reviewing plans and options
- Liberty Holding Pond (Doublegate)
  - BOC approved a contract with engineer Mike Talley to design
  - BOC approved a contract with Lanier Engineering to survey in February 2019
  - Under review

### **TSPLOST**

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

### **TSPLOST II**

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

### **Westover Extension**

- GDOT project - DARTS support
- Will connect Westover Road and Ledo Road at Capstone Connector
- Oxford has begun work

- Staff is working with DARTS on signal and safety issues for Ledo Road intersection
- Estimated Completion Date: December 2024

## **RFPs and RFQs**

### **Open**

#### **Indigent Defense Services for Magistrate Court**

- Bid Opening: April 6, 2023
- Board voted to table the bid on April 11, 2023
- To be republished

#### **Inmate Medical Services**

- Bid Opening: April 27, 2023
- Results to be brought to the Board on May 9, 2023

#### **Administrative and Related Grant Services for the CDBG**

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

#### **Engineering and/or Architectural Grant Services for the CDBG**

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

### **Recently Awarded**

#### **2023 LMIG Road Projects**

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

#### **Residential and Commercial Curbside Garbage Services**

- Pre-Bid Meeting: August 9, 2022
- Bid Opening: August 23, 2022
- BOC awarded bid on August 23, 2022 to **Express Disposal** for an annual savings of \$144,885.12
- Previous Bid Opening: June 7, 2022
- Results brought before the Board on June 28, 2022
  - Bids rejected
- Services to begin May 2023

### **Future**

#### **Telecommunications Tower**

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



### **Courthouse Window Coverings**

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

### **LED Lighting in the Fire Stations**

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

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

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

### **ADA Compliant Website**

- Staff writing RFP documents
- Projected Bid Opening: TBD

### **County Building Painting Services**

- Approved by BOC at March 23, 2021 meeting
- Staff writing RFP documents
- Projected Bid Opening: TBD

### **Flooring Services for County Buildings**

- Approved by BOC at April 27, 2021 meeting
- Staff writing RFP documents
- Projected Bid Opening: TBD

### **Extended Sewer Installation on Hwy 19**

- Approved by BOC at June 22, 2021 meeting
- Staff writing RFQ documents
- Projected Bid Opening TBD

GEORGIA  
PUBLIC  
DEFENDER  
COUNCIL

OFFICE OF THE CIRCUIT PUBLIC DEFENDER

SOUTHWESTERN JUDICIAL CIRCUIT

DAVID T. WINHEIM  
CIRCUIT PUBLIC DEFENDER

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

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

David.Winheim@gapublicdefender.org



April 23, 2023

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

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

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

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

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

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

Re: OCPD Contract for the first half of 2023

Dear Sir or Madam:

Enclosed is the contract and budget attachments for the Office of the Circuit Public Defender for January 2023 thru June 2023. The language of the contract has remained the same with the exception that the dates have changed.

Within the budget attachments there are two main changes that will affect the amount we are requesting.

The first is a change in the percentage that the State is now assessing for the retirement system. The State is now requiring 34.47 percent of salary to go towards retirement. This is a three and a half increase over last year. This change was made during the recent State Budget. The Office of the Circuit Public Defender and The Georgia Public Defender Council have no control over this budgetary item. It is set by the legislature and the Governor through the course of the statewide budget process. I would also like to point out that the healthcare contribution was reduced by one percent.



The second change is an increase in salary for my county funded employees that I mentioned in my letter to you with the previous contract. As you are all aware, all State funded State employees received a \$5,000 cost of living increase in previous budget cycles. It is also my understanding that those increases will continue with future cost of living increases. As such, I will continue to request reasonable amounts to keep the county funded employees on the same level as the state funded employees. These increases also serve to help these employees respond to the high levels of inflation that we have seen recently.

The budget attachments included here reflect these increases. Due to the restriction in our contract, Section 4.01, that limits any increase in funds to five percent each six-month period, it will take several budget cycles to achieve the necessary goal. These funds are a necessity for our county funded employees. Without these increases, these employees would be effectively taking pay cuts year after year.

The Office of the Circuit Public Defender takes great care to use the funds you entrust to us with in a way that best serves all six counties of the Southwestern Circuit. This is reflected in the funds that have been returned to the counties year after year.

In the next several budget cycles you can expect to continue seeing the request for salary increases as I work towards getting each county funded employee the increase that the state funded employees have already received.

The final, smaller, change is an increase in the rent line of the budget. This increase is part of an escalating rental schedule that runs through 2025 and was negotiated by the previous Circuit Public Defender.

Please review the proposed contract and budget and let me know whether or not you would like me to come present it to your Commission. I will also be happy to answer any questions or address any issues that you may have. I can be reached at (229) 928-4610 or David.winheim@gapublicdefender.org.

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

Sincerely,



David T. Winheim

ENCLOSURES:

Proposed contract between the OCPD and the counties of the Southwestern Judicial Circuit  
Attachments to the contract  
Rent Increase Schedule

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



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

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

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

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

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

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

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



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

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

ARTICLE 1--STATUTORY AND ADDITIONAL SERVICES

Section 1.01 Statutory staffing:

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

Section 1.02 Statutory services:

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

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

Section 1.03 Conflicts:

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

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

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

Section 2.01 Additional employees:

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

Section 2.02 State Bar dues:

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

Section 2.03 Payment terms:

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



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

#### Section 2.04

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

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

#### Section 3.01 Office expenses:

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

#### Section 3.02 Travel and expense reimbursement:

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

#### Section 3.03 Payment terms:

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

---

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

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

#### Section 3.04

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

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

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

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

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



ARTICLE 4--MISCELLANEOUS

Section 4.01 Term:

The term of this contract is the 6 month period beginning on July 1, 2023 and ending on December 31, 2023. This contract only covers a 6 month period because the Counties do not all share the same fiscal year and it is understood that the Counties may desire to know what their maximum expenses will be for the next 12 months so that they can set their budgets accordingly. In order to provide a maximum figure for the next 12 months for budgeting purposes, the Office of the Circuit Public Defender hereby agrees that the maximum budget that it will ask for in the contract for the following 6 months will not be more than 5% higher than the budget set out in this contract. This is a one-way agreement by the Office of the Circuit Public Defender and there is no corresponding agreement by the Counties to provide any increase whatsoever during the following 6 months.

Section 4.02 Severability:

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

Section 4.03 Cooperation, dispute resolution, and jurisdiction:

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

Section 4.04 Notice:

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

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

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

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

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

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



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

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

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

Section 4.05 Contract modification:

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

Section 4.06 Termination:

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

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

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

Section 4.07 Cooperation in transition of services.

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



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

Section 4.08 Advance of funds:

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

Section 4.09 Attachments incorporated:

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

Section 4.10 Time:

Time is of the essence.

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

Lee County  
by:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

ATTEST:

\_\_\_\_\_

\_\_\_\_\_  
Date

Macon County  
by:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

ATTEST:

\_\_\_\_\_

\_\_\_\_\_  
Date

Schley County  
by:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

ATTEST:

\_\_\_\_\_

\_\_\_\_\_  
Date

Stewart County  
by:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

ATTEST:

\_\_\_\_\_

\_\_\_\_\_  
Date

Sumter County  
by:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

ATTEST:

\_\_\_\_\_

\_\_\_\_\_  
Date

[signature page search term pi5834343476]  
[contract search term pi3441180701]



Webster County

by:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

Office of the Circuit Public Defender

by:

  
\_\_\_\_\_  
Signature

Circuit Public Defender  
Title

Georgia Public Defender Standards Council

by:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

ATTEST:

\_\_\_\_\_

\_\_\_\_\_  
Date

ATTEST:



April 23, 2023  
Date

ATTEST:

\_\_\_\_\_

\_\_\_\_\_  
Date

[signature page search term pi5834343476]  
[contract search term pi3441190701]

Attachment--Operating Expenses

Account number	Account name	Budgeted amount
100-2800-00-522310-000	rent	\$ 17,906.00
	other operating expenses	\$ 21,123.60
	Total	\$ 39,029.60

OCPD July to December 2023



Attachment--Personnel Expenses

Personnel budget--state funded	* ID	12M Salary	6M salary	Health=Sx29.454%	FICA=Sx7.66%	Pension=Sx34.47%	Unemployment	6M Totals
Total	6	\$ 547,157.59	\$ 273,578.80	\$ 80,579.90	\$ 20,928.78	\$ 94,302.61	\$ 108.50	\$ - \$ 469,498.58

Personnel budget--locally funded by all 6 counties		12M Salary	6M salary	Health=Sx29.454%	FICA=Sx7.66%	Pension=Sx34.47%	Unemployment	Admin. fee**	6M Totals
Total	6	\$ 340,829.65	\$ 170,414.83	\$ 50,193.98	\$ 13,036.73	\$ 58,741.99	\$ 93.00	\$ 14,624.03	\$ 307,104.56

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

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

Personnel budget--state funded	* ID	12M Salary	6M salary	Health=Sx29.454%	FICA=Sx7.65%	Pension=Sx34.47%	Unemployment	6M Totals
Circuit Public Defender	33 1	\$ 127,473.00	\$ 63,736.50	\$ 18,772.95	\$ 4,875.84	\$ 21,969.97	\$ 15.50	\$ 109,370.76
Assistant Circuit Public Defender	97 1	\$ 84,004.92	\$ 42,002.46	\$ 12,371.40	\$ 3,213.19	\$ 14,478.25	\$ 15.50	\$ 72,080.80
Assistant Circuit Public Defender	59 1	\$ 103,996.68	\$ 51,998.34	\$ 15,315.59	\$ 3,977.87	\$ 17,923.83	\$ 15.50	\$ 89,231.13
Assistant Circuit Public Defender	65 1	\$ 74,910.12	\$ 37,455.06	\$ 11,032.01	\$ 2,865.31	\$ 12,910.76	\$ 15.50	\$ 64,278.64
Investigator/Paralegal	22 1	\$ 46,792.87	\$ 23,396.44	\$ 6,891.19	\$ 1,789.83	\$ 8,064.75	\$ 15.50	\$ 40,157.70
Investigator/Paralegal	53 1	\$ 54,990.00	\$ 27,495.00	\$ 8,098.38	\$ 2,103.37	\$ 9,477.53	\$ 15.50	\$ 47,189.77
Hub	58 1	\$ 54,990.00	\$ 27,495.00	\$ 8,098.38	\$ 2,103.37	\$ 9,477.53	\$ 15.50	\$ 47,189.77
<b>Total 6</b>		<b>\$ 547,157.59</b>	<b>\$ 273,578.80</b>	<b>\$ 80,579.90</b>	<b>\$ 20,928.78</b>	<b>\$ 94,302.61</b>	<b>\$ 108.50</b>	<b>\$ 469,498.58</b>

Personnel budget--locally funded by all 6 counties		12M Salary	6M salary	Health=Sx29.454%	FICA=Sx7.65%	Pension=Sx34.47%	Unemployment	Admin. fee**	6M Totals
Assistant Circuit Public Defender	45 1	\$ 74,703.00	\$ 37,351.50	\$ 11,001.51	\$ 2,857.39	\$ 12,875.06	\$ 15.50	\$ 3,205.05	\$ 67,306.01
Assistant Circuit Public Defender	41 1	\$ 75,460.56	\$ 37,730.28	\$ 11,113.08	\$ 2,886.37	\$ 13,005.63	\$ 15.50	\$ 3,237.54	\$ 67,988.39
Assistant Circuit Public Defender	23 1	\$ 76,350.68	\$ 38,175.34	\$ 11,244.16	\$ 2,920.41	\$ 13,159.04	\$ 15.50	\$ 3,275.72	\$ 68,790.18
Administrative Assistant	16 1	\$ 31,785.00	\$ 15,892.50	\$ 4,680.98	\$ 1,215.78	\$ 5,478.14	\$ 15.50	\$ 1,364.14	\$ 28,647.04
Investigator/Paralegal	64 1	\$ 45,150.41	\$ 22,575.21	\$ 6,649.30	\$ 1,727.00	\$ 7,781.67	\$ 15.50	\$ 1,937.43	\$ 40,686.12
Office Manager/Investigator/Paralegal	72 1	\$ 37,380.00	\$ 18,690.00	\$ 5,504.95	\$ 1,429.79	\$ 6,442.44	\$ 15.50	\$ 1,604.13	\$ 33,686.81
<b>Total 6</b>		<b>\$ 340,829.65</b>	<b>\$ 170,414.83</b>	<b>\$ 50,193.98</b>	<b>\$ 13,036.73</b>	<b>\$ 58,741.99</b>	<b>\$ 93.00</b>	<b>\$ 14,624.03</b>	<b>\$ 307,104.56</b>

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

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

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



Attachment--Totals for 6 months covered by the contract

Personnel	GPDC budget	county budget
Personnel	\$ 469,498.58	\$ 307,104.56
Operating		\$ 39,029.60
Total		\$ 346,134.16

County share of personnel based on caseload	Caseload	Percentage	County Share
Lee	570	0.28358209	\$ 87,089.35
Macon	312	0.155223881	\$ 47,669.96
Schley	72	0.035820896	\$ 11,000.76
Stewart	82	0.04079602	\$ 12,528.64
Sumter	950	0.472636816	\$ 145,148.92
Webster	24	0.011940299	\$ 3,666.92
Totals	2010	1	\$ 307,104.56

County share of operating based on population	Population	Percentage	County Share
Lee	33163	0.38087745	\$ 14,865.49
Macon	12082	0.13876192	\$ 5,415.82
Schley	4547	0.05222235	\$ 2,038.22
Stewart	5314	0.06103135	\$ 2,382.03
Sumter	29616	0.34014012	\$ 13,275.53
Webster	2348	0.02696681	\$ 1,052.50
Totals	87070	1	\$ 39,029.60

County share of both personnel and operating	Personnel	Operating	County Share of both
Lee	\$ 87,089.35	\$ 14,865.49	\$ 101,954.85
Macon	\$ 47,669.96	\$ 5,415.82	\$ 53,085.78
Schley	\$ 11,000.76	\$ 2,038.22	\$ 13,038.98
Stewart	\$ 12,528.64	\$ 2,382.03	\$ 14,910.67
Sumter	\$ 145,148.92	\$ 13,275.53	\$ 158,424.45
Webster	\$ 3,666.92	\$ 1,052.50	\$ 4,719.42
Totals	\$ 307,104.56	\$ 39,029.60	\$ 346,134.16

Attachment--Retrospective and prospective worksheet

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

County	1-1-23 to 6/30/23	7/1/23 to 12/31/23	Max.* for 1/1/24 to 6/30/24	Max.* for 7/1/24 to 12/31/24
Lee	\$ 97,373.40	\$ 101,954.85	\$ 107,052.59	\$ 112,405.22
Macon	\$ 50,602.88	\$ 53,085.78	\$ 55,740.07	\$ 58,527.08
Schley	\$ 12,458.80	\$ 13,038.98	\$ 13,690.93	\$ 14,375.47
Stewart	\$ 14,249.37	\$ 14,910.67	\$ 15,656.21	\$ 16,439.02
Sumter	\$ 150,893.60	\$ 158,424.45	\$ 166,345.68	\$ 174,662.96
Webster	\$ 4,522.63	\$ 4,719.42	\$ 4,955.40	\$ 5,203.16

Total for the year from 1/1/23 to 12/31/23

County	
Lee	\$ 199,328.25
Macon	\$ 103,688.64
Schley	\$ 25,497.78
Stewart	\$ 29,160.04
Sumter	\$ 309,318.05
Webster	\$ 9,242.05

Maximum\* total for the year from 7/1/23 to 6/30/24

County	
Lee	\$ 209,007.44
Macon	\$ 108,825.86
Schley	\$ 26,729.90
Stewart	\$ 30,566.88
Sumter	\$ 324,770.13
Webster	\$ 9,674.82

Maximum\* total for the year from 1/1/24 to 12/31/24

County	
Lee	\$ 219,457.81
Macon	\$ 114,267.15
Schley	\$ 28,066.40
Stewart	\$ 32,095.22
Sumter	\$ 341,008.64
Webster	\$ 10,158.56

[search term pi3441190701]

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



Samuel G. Merritt

---

**From:** Janice Jarvis <JJarvis@sumtercountyga.us>  
**Sent:** Thursday, June 7, 2018 1:47 PM  
**To:** Sam Merritt  
**Cc:** Bill Twomey  
**Subject:** Facility Rent

Sam,

The escalating rental schedule for the Public Defender will be as follows:

FY 19	\$32,437.50
FY 20	\$33,075.00
FY 21	\$33,750.00
FY 22	\$34,425.00
FY 23	\$35,100.00
FY 24	\$35,812.50
FY 25	\$36,525.00

The FY 19 rental amount will become effective on July 01, 2018.

Please contact me if you have questions.

Janice  
Janice M. Jarvis, Finance Director  
Sumter County Board of Commissioners  
500 West Lamar Street  
P.O. Box 295  
Americus, GA 31709  
(229) 928-4500  
(229) 928-4503 (fax)  
jjarvis@sumtercountyga.us<mailto:jjarvis@sumtercountyga.us>

[Sumter County Seal]

pi3441190101



LEE COUNTY

Life works well here.

## Lee County Public Works

**Director**  
Danny Keener

759 Hwy 32 East  
Leesburg, GA 31763  
(229) 759-6028  
FAX (229) 759-3332

**General Supervisor**  
Anthony King

**Supervisor**  
Christopher Sellers

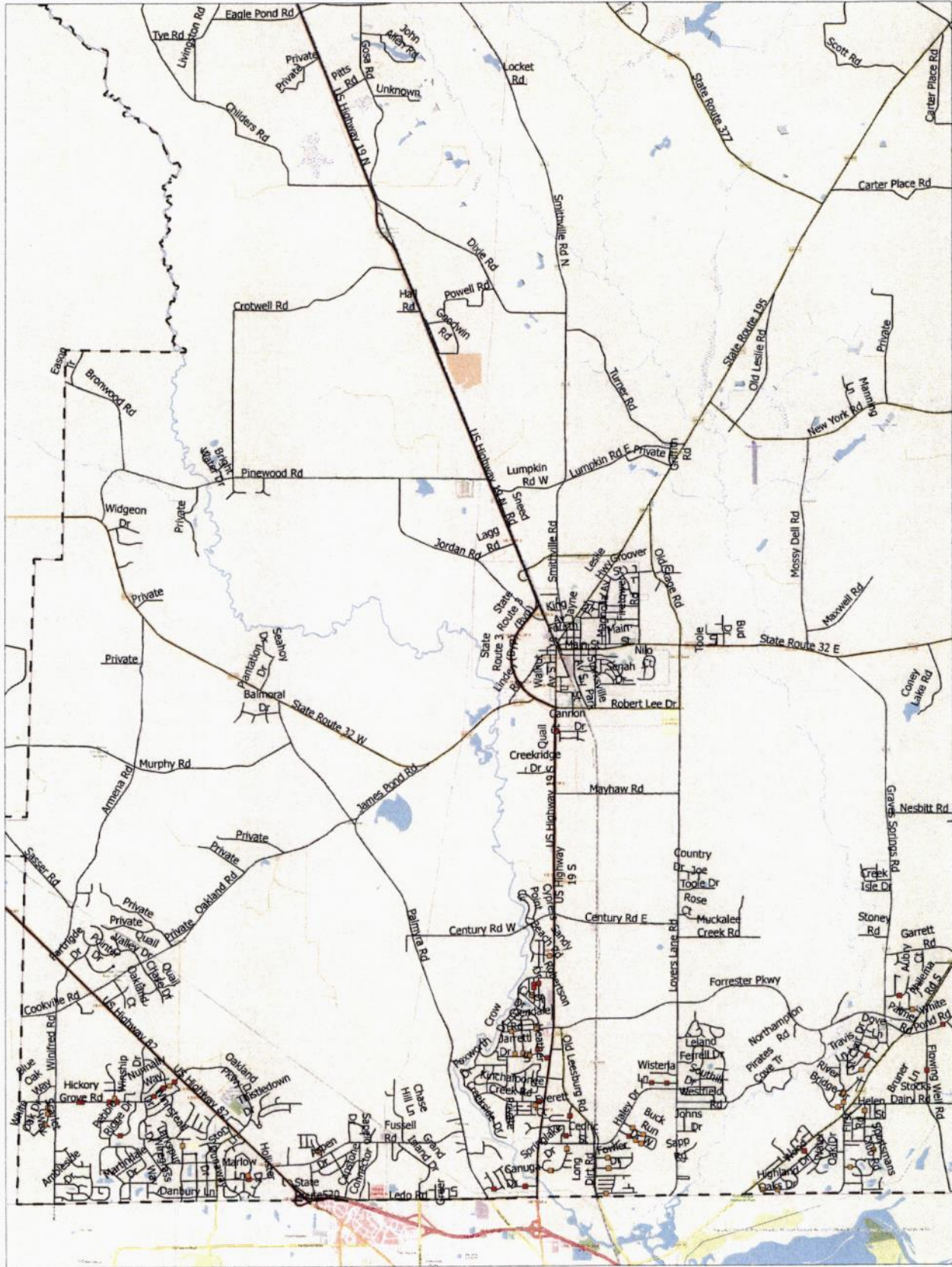
Lee County Public Works performs the task of purchasing and installing speed humps.

Cost of 15 sections of (Speed Humps with 2 end caps)	\$ 2,719.15
Lag Shields 68	\$ 95.20
Lag Bolts 68	\$ 27.20
Drill Bits 1	\$ 85.00
Washers	\$ 4.00
Signs	\$ 137.66
Posts	\$ 454.80
Sleeves	\$ 94.62
Sign Hardware for posts and sleeves	\$ 7.20
Installation (Three Man Crew) three hours	\$ 180.00
Supervisor on site (three hours)	\$ 70.00
Total Cost for one speed hump:	\$ 3,874.83

This does not include time for Supervisor to initially inspect site for placement. As well as the time it takes for the crew to remove the speed humps.



# Lee County Speed Humps




**LEE COUNTY**  
 SpeedHumps  
 Symbol  
 ■ Currently Installed  
 ■ Past Installed

0 0.45 0.9 1.8 2.7 Miles  




LEE COUNTY

Life works well here

## Lee County Public Works

**Director**  
Danny Keener

759 Hwy 32 East  
Leesburg, GA 31735  
(229) 759-6028  
FAX (229) 759-3332

**General Supervisor**  
Anthony King

**Supervisor**  
Christopher Sellers

### Temporary Speed Hump(s) Request Requirements

The Lee County Public Works Department asks for the following requirements to be met to have a speed hump requested for a street in Lee County:

1. A petition must be signed by seventy-five percent (75%) of residents on the street. (In the immediate area that will be affected by the speed humps only). It is the responsibility of the residents in the area to obtain signatures required for the petition.
2. The Lee County Public Works Department will acquire a plat of the Subdivision evaluate and mark the location of the speed hump(s) to be installed. This plat would be attached To the speed hump petition so everyone would know the location of the speed humps in advance.
3. In order for a speed hump to be re-installed in the same location a citizen would have to notify the Public Works Department so they could perform a traffic study. It would be at the discretion of the County Manager each time a speed hump would be re-installed, with a 30 day waiting period.
4. The location of the speed hump(s) must have enough distance for proper signage to be installed.

Once signatures have been collected, the petition may be returned to the Lee County Public Works Department in person at 759 Highway 32 East, Leesburg, Georgia 31763, faxed to the office at (229) 759-3332, or emailed to Missy Hancock at [missy.hancock@lee.ga.us](mailto:missy.hancock@lee.ga.us). If you have any questions, please contact the **Public Works Department at (229) 759-6028.**



The Undersigned, by signing this petition, do hereby request the Lee County Public Works Department to install temporary speed hump(s) at \_\_\_\_\_  
 \_\_\_\_\_. The Undersigned have been informed and do understand that seventy-five percent (75%) of residents of occupied lots on this street (In the immediate area only), must sign this petition. Lee County may authorize the installation of temporary speed humps if the location is approved by the Lee County Public Works and the County Manager with an information copy provided to the District Commissioner.

Circle the justification for the speed hump(s) installation:

Speeding Vehicles      Accidents      Children at Play      Special Needs Person

Comments: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Note\* Failure to meet the requirements in the page of directions may result in the speed hump request being denied.**

Please print the Name and Address of each petitioning resident in the left column and have them sign the right column. **Print this page as many times as necessary to obtain the amount of signatures needed for temporary speed hump installation by Lee County.**

Name & Address	Signature







**MEMORANDUM  
LEE COUNTY BOARD  
OF COMMISSIONERS**

**TO:** Honorable Board of County Commissioners  
**SUBJECT:** Surplus Vehicles  
**MEETING DATE:** Tuesday, May 9, 2023

---

**MOTION/RECOMMENDATION**

Staff recommends the Board of Commissioners declare the following vehicles surplus.

**BACKGROUND**

County vehicles that are recommended for surplus, due to miscellaneous problems:

2008 Ford Crown Victoria VIN: 2FAFP71V08X161007  
-Excessive mileage; ac/heater blower does not work

2010 Ford Crown Victoria VIN: 2FABP7BV7AX106329  
-Excessive mileage

2002 Ford F-150 Pick Up Truck VIN: 1FTRF17252NB44734  
-Engine skips; excessive mileage