



BOARD OF COUNTY COMMISSIONERS

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

TUESDAY, DECEMBER 12, 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

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|--|-------------------------------------|
| 1. <u>INVOCATION</u>
Pastor Josh Posey, First Baptist Church of Leesburg, to lead invocation. | |
| 2. <u>PLEDGE OF ALLEGIANCE</u> | |
| 3. <u>CALL TO ORDER</u> | |
| 4. <u>APPROVAL OF MINUTES</u>
(A) Consideration to approve the minutes for the Board of Commissioners meeting for November 14, 2023. | A - E |
| 5. <u>CONSENT AGENDA</u>
NONE | |
| 6. <u>NEW BUSINESS</u>
(A) Recognition of County employees' years of service.
(B) Chief Ranger David Hodges, Georgia Forestry Commission, to present the annual report.
(C) Justin Elliott of Mauldin and Jenkins to present the FY2022-2023 audit. | 1 |
| 7. <u>PUBLIC HEARING</u>
NONE | |
| 8. <u>DEPARTMENTAL MATTERS</u>
<u>Building Inspection/ Business Licenses</u>
(A) Consideration to approve the alcohol license renewals for 2024.

<u>County Extension Office</u>
(B) Consideration to approve a MOU with the Board of Regents of the University System of Georgia by and on behalf of the University of Georgia Cooperative Extension for the provision of Cooperative Extension Services and Personnel in Lee County. | 2 - 3

4 - 14 |

	(C) Consideration to approve a contract with the Board of Regents of the University System of Georgia by and on behalf of the University of Georgia Cooperative Extension for salaries, taxes, retirement and health and life insurance for Extension Services personnel for January 2024 – June 2024.	15 - 16
9.	<u>CONSTITUTIONAL OFFICERS & GOVERNMENTAL BOARDS/AUTHORITIES</u>	
	(A) Consideration to appoint one (1) member to the Health Board of Lee County for a term of six (6) years. Current term expires 12/31/2023. New term expires 12/31/2029. Letter of interest in appointment received from Dr. John E. Vance Jr. (reappointment).	17 - 19
	(B) Consideration to appoint one (1) member to the Joint Development Authority for a term of one (1) year. Current term expires 12/31/2023. New term expires 12/31/2024. Letter of interest in appointment received from David Brokamp (reappointment) and George Houston.	20 - 22
	(C) Consideration to appoint one (1) member to the Joint Development Authority for a term of two (2) years. Current term expires 12/31/2023. New term expires 12/31/2025. Letter of interest in appointment received from Greg Crowder (reappointment) and Renea Miller.	23 - 24
	(D) Consideration to appoint two (2) members to the Regional Commission Council of Southwest Georgia for a term of one (1) year. Current term expires 01/01/2024. New term expires 01/01/2025. Letter of interest in appointment received from Cicily Florence (Private Sector- reappointment) and Chad Griffin (Public Sector- reappointment).	25 - 27
10.	<u>COUNTY MANAGER'S MATTERS</u>	
	(A) Updates on County projects.	28 - 34
	(B) Consideration to approve an agreement with Lee County Youth Baseball for calendar year 2024.	35 - 41
	(C) Consideration to approve a renewal contract for the Public Defender for January 2024 – June 2024.	42 - 60
	(D) Consideration to adopt a resolution set qualifying fees for 2024 elections.	61 - 65
	(E) Consideration to award the bid for the Bermuda Lane Pipe Repair project.	66 - 69
	(F) Consideration to ratify an addition to employees' retention payments in December.	70
	(G) Consideration to adopt a resolution approving the Final Capital Improvements Element (CIE) Annual Update. <i>Public Hearing held November 14, 2023</i>	71 - 80
	(H) Consideration to award the bid for the 2024 Road Resurfacing project.	81 - 99
11.	<u>COMMISSIONER'S MATTERS</u>	
	(A) Discussion of the Coston Road paving project.	100
12.	<u>UNFINISHED BUSINESS</u>	
	NONE	
13.	<u>COUNTY ATTORNEY'S MATTERS</u>	
	(A) Consideration to approve an amended Intergovernmental Agreement with the City of Leesburg and the City of Smithville for SPLOST VIII.	101 - 104
	(B) Consideration to adopt an amended resolution approving notice of special election, call of special election, and ballot question in connection with SPLOST VIII.	105 - 111

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, January 9, 2024 at 6:00pm.**
- (B) Officials from Lee County, Leesburg, and Smithville will be conducting a **Joint Public Hearing** to present the Lee County **Joint Comprehensive Plan** draft on **Tuesday, December 19, 2023 at 5:00pm.**
- (C) The renewal process for 2024 Occupation Tax/Business Licenses began November 1, 2023. Please go to Lee County's website at www.lee.ga.us for information or contact the Building Inspection office at (229) 759-3326 and we will mail you a packet with an application and all information. **All current business licenses will expire on December 31, 2023.**
- (D) Offices of the Lee County Board of Commissioners will be **closed Monday, December 25, 2023 and Tuesday, December 26, 2023** in observance of Christmas and will be **closed Monday, January 1, 2024** in observance of New Year's Day.

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

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TUESDAY, NOVEMBER 14, 2023 6:00 P.M.

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OPAL CANNON AUDITORIUM
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MEETING MINUTES
WORK SESSION

COUNTY COMMISSIONERS

Billy Mathis, Chairman	District 3
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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, November 14, 2023. The meeting was held in the Opal Cannon Auditorium of the Lee County T. Page Tharp Governmental Building in Leesburg, Georgia. Those present were Chairman Billy Mathis, Commissioner Dennis Roland, Commissioner Chris Guarnieri, and Commissioner George Walls. Staff in attendance was County Manager Christi Dockery, County Attorney Jimmy Skipper, and County Clerk Kaitlyn Good. Vice-Chairman Luke Singletary was absent. The meeting was also streamed on Facebook Live. Chairman Mathis called the meeting to order at 6:00pm.

INVOCATION

Pastor Lee Smith, First United Methodist of Leesburg, 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 minutes for the Board of Commissioners meeting for October 24, 2023.** Commissioner Roland made the **MOTION** to approve the minutes for the Board of Commissioners meeting for October 24, 2023. Commissioner Walls seconded the **MOTION**. The **MOTION** was unanimous with Commissioner Guarnieri voting yea.

CONSENT AGENDA

NONE

NEW BUSINESS

- (A) **Chief Ranger David Hodges, Georgia Forestry Commission, to present the annual report.** Chief Ranger David Hodges was not present at the meeting.

PUBLIC HEARING

- (A) **The Board of Commissioners will hold a public hearing to consider a resolution transmitting a draft Capital Improvements Element Annual Update to the Southwest Georgia Regional Commission for regional review pursuant to the Georgia Planning Act of 1989.** Chairman Mathis opened the Public Hearing.

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

Consideration to adopt a resolution transmitting a draft Capital Improvements Element Annual Update to the Southwest Georgia Regional Commission for regional review pursuant to the Georgia Planning Act of 1989.

Commissioner Guarnieri made the **MOTION** to adopt the resolution transmitting a draft Capital Improvements Element Annual Update to the Southwest Georgia Regional Commission for regional review pursuant to the Georgia Planning Act of 1989. Commissioner Walls seconded the **MOTION**. The **MOTION** was unanimous with Commissioner Roland voting yea.

DEPARTMENTAL MATTERS

Planning, Zoning & Engineering

- (A) **Consideration to approve a variance application from Kyle Watson (Z23-012) to install a detached shop on the back side of the property, located at 1012 Pinewood Road, Leesburg, GA 31763. This property is in the Second Land District of Lee County, Lot 11 of Old Canoy Estates. The total acreage of the property is 6.7 acres and is in flood zone A. Planning Commission unanimously recommended approval.**

Chairman Mathis asked if the Commission would like to vote on this item or wait until Vice-Chairman Singletary is present due to this property being in his district. Chairman Mathis then asked if Interim Planning Director Joey Davenport had spoken with Vice-Chairman Singletary regarding this, to which Mr. Davenport stated that he had not. Chairman Mathis said that he would like to hear from Mr. Davenport but suggests tabling this until Vice-Chairman Singletary is present.

Mr. Davenport discussed the variance application as it relates to the existing flood damage prevention ordinance. He stated this property lies in flood zone A, meaning that it has been known to flood but its flooding has not had a specific detailed study completed. The ordinance states that structures in the flood zone are required to be built 3 feet above the highest adjacent grade. Mr. Davenport clarified that this particular permit application is for a second metal accessory structure on the property needed to store a boat and other items and feels that it would not be necessary for an accessory structure such as this to fall under these rules set by the code, hence the variance application. Mr. Watson's existing accessory structure is not 3 feet above the highest adjacent grade. This area is not near the floodway.

Commissioner Roland asked why it matters if someone builds on their flood land. Mr. Davenport replied that there are areas in the County in the floodplains and to be in the national flood insurance program for the citizens of Lee County to be able to purchase flood insurance, certain federal rules and regulations must be complied with. Commissioner Guarnieri asked if this would have any impact on the rules and regulations, to which Mr. Davenport stated that if the Commission grants the variance, there are provisions within the ordinance for buildings and structures just used for parking and storage; not habitable. These buildings and structures can be built below the flood zone as long as they have automatic flood vents installed.

Commissioner Walls asked if Mr. Davenport agrees with the recommended approval, to which Mr. Davenport stated that he did. Applicant Kyle Watson was present and available for questions. Chairman Mathis advised Mr. Watson that while no opposition was heard from the Board, it is customary that decisions be made when the Commissioner of the respective district is present and asked if it would be an inconvenience if he were to wait until the next meeting. Mr. Watson replied that it had been in process for several months so it wouldn't necessarily put him out to wait one more month. Chairman Mathis stated that typically if he had any objection with a project, Vice-Chairman Singletary would let it be known prior to the meeting and he hadn't in this case.

Commissioner Roland made the **MOTION** to approve a variance application from Kyle Watson (Z23-012) to install a detached shop on the back side of the property, located at 1012 Pinewood Road, Leesburg, GA 31763. This property is in the Second Land District of Lee County, Lot 11 of Old Canoy Estates. The total acreage of the property is 6.7 acres and is in flood zone A. Commissioner Guarnieri seconded the **MOTION**. The **MOTION** was unanimous with Commissioner Walls voting yea.

- (B) **Review of the draft minutes for the November 2, 2023 Planning Commission meeting.**
The minutes were reviewed as presented.
- (C) **Review of the minutes for the October 5, 2023 Planning Commission meeting.**
The minutes were reviewed as presented.

Public Works

- (D) **Consideration to purchase three (3) new vehicles.**
County Manager Christi Dockery stated this was a previous item and one of the vehicles has since been removed from the request. She informed the Board that these pick-up trucks include one (1) Ford F-250 diesel engine and two (2) F-350 diesel engine trucks that will be purchased through a state contract. Two of these vehicles will be replacing old ambulances (high hours) that Public Works is currently using. One is going to be replacing a van that is currently hauling the skid steer, which is approximately 13,000 pounds.

Commissioner Roland asked if there was money available in SPLOST to buy ambulances. Ms. Dockery stated that a majority has been spent, but there is some to get through 2025 adding that the County is not in need of any ambulances right now. Commissioner Roland said that he thought that we would rotate the ambulances out and give the old ones to Public Works. Ms. Dockery voiced concern about the warranty being voided. Chairman Mathis added that money is not the problem.

Commissioner Walls asked if these would be diesel or gas. Ms. Dockery reiterated that they would be diesel, as staff has spoken with different auto shops and that was their recommendation for hauling equipment.

Commissioner Guarnieri made the **MOTION** to approve the purchase of three (3) new vehicles for the Public Works Department using T-SPLOST funds to include one (1) Ford F-250 diesel engine and two (2) F-350 diesel engine trucks with a total estimated cost of \$175,818.00 (state contract price). Commissioner Roland seconded the **MOTION**. The **MOTION** was unanimous with Commissioner Walls voting yea.

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) To education the public, SPLOST VIII articles will be created by staff in support and promotion of the referendum having been placed on the March 12 ballot; and (2) the County is currently at 92% collection on SPLOST VII, with expectations to reach the ballot amount in February 2024.
- (B) **Consideration to approve the Meeting Calendar for the Board of Commissioners for 2024.**
County Manager Christi Dockery stated that there would be a total of 22 meetings.

Commissioner Roland made the **MOTION** to approve the Meeting Calendar for the Board of Commissioners for 2024. Commissioner Walls seconded the **MOTION**. The **MOTION** was unanimous with Commissioner Guarnieri voting yea.
- (C) **Consideration to approve the Holiday Calendar for Board of Commissioners offices for 2024.**
County Manager Christi Dockery stated that there would be eleven (11) holidays.

Commissioner Roland made the **MOTION** to approve the Holiday Calendar for Board of Commissioners offices for 2024. Commissioner Walls seconded the **MOTION**. The **MOTION** was unanimous with Commissioner Guarnieri voting yea.

(D) **Consideration to approve the Budget Calendar for FY 2024-25.**

County Manager Christi Dockery stated that the Board has to adopt a budget calendar to begin the budget process. Ms. Dockery summarized the important dates on the budget calendar.

Commissioner Guarnieri made the **MOTION** to approve the Budget Calendar for FY 2024-25. Commissioner Roland seconded the **MOTION**. The **MOTION** was unanimous with Commissioner Walls voting yea.

(E) **Consideration to approve an Easement for Anchors, Guy Poles, and Guy Wires for Georgia Power for the Oakland Library and Bindery property.**

County Manager Christi Dockery stated that County Attorney Jimmy Skipper has reviewed and approved this easement and Library Director Claire Leavy has been made aware.

Commissioner Roland asked if this is for The Bindery and wanted clarification on where this would be at on the property. Ms. Dockery clarified that this easement is for replacing existing poles along US Hwy 82. Commissioner Roland asked County Attorney Jimmy Skipper if this easement is giving more land. Mr. Skipper clarified that the easement is not giving more land and only allowing them to replace the equipment. He stated that there is already an easement for the poles but they are changing out some equipment. Interim Planning Director Joey Davenport stated that this was a required upgrade for their services, which will require larger cables and the guy wires and anchors to support those larger cables.

Commissioner Guarnieri made the **MOTION** to approve an Easement for Anchors, Guy Poles, and Guy Wires for Georgia Power for the Oakland Library and Bindery property. Commissioner Walls seconded the **MOTION**. The **MOTION** was unanimous with Commissioner Roland voting yea.

(F) **Consideration to accept a quote for duct cleaning. HANDOUT**

Chairman Mathis requested to table this item. He stated that he would like to contact businesses in both Lee County and Dougherty County and suggested staff also receive a second quote for regular maintenance.

Commissioner Guarnieri made the **MOTION** to table the quotes for duct cleaning. Commissioner Roland seconded the **MOTION**. The **MOTION** was unanimous with Commissioner Walls voting yea.

COMMISSIONER'S MATTERS

(A) **Consideration to ratify the addition of Winnstead Drive to the 2023 Road Resurfacing Projects RFP.**

Commissioner Guarnieri made the **MOTION** to ratify the addition of Winnstead Drive to the 2023 Road Resurfacing Projects RFP. Commissioner Walls seconded the **MOTION**. The **MOTION** was unanimous with Commissioner Roland voting yea.

(B) **Consideration to ratify the updated projects list for SPLOST VIII.**

County Manager Christi Dockery stated there were recalculations based on collections, as completed by the Finance Director.

Commissioner Roland made the **MOTION** to ratify the updated projects list for SPLOST VIII. Commissioner Guarnieri seconded the **MOTION**. The **MOTION** was unanimous with Commissioner Walls voting yea.

UNFINISHED BUSINESS

NONE

COUNTY ATTORNEY'S MATTERS

(A) **Consideration to adopt a resolution approving notice of special election, call of special election, and ballot question in connection with SPLOST VIII.**

Commissioner Roland made the **MOTION** to adopt a resolution approving notice of special election (March

12, 2024), call of special election, and ballot question in connection with SPLOST VIII. Commissioner Walls seconded the **MOTION**. The **MOTION** was unanimous with Commissioner Guarnieri voting yea.

EXECUTIVE SESSION

NONE

PUBLIC FORUM

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

Ricky Spence – Property taxes on a lot on Kinchafoonee Creek Road that lies in the floodplain and is unbuildable

Paul Clayton – Current status and paving Old Leslie Road

Chairman Mathis asked if anyone else would like to speak. With no more comments or questions from the audience, the Public Forum was closed.

ANNOUNCEMENTS

- (A) Offices of the Lee County Board of Commissioners will be **closed Thursday, November 23, 2023 and Friday, November 24, 2023** in observance of the Thanksgiving holiday.
- (B) The “**Spirit of Christmas Parade & Festival**” will be held on **Saturday, December 2, 2023**. Parade kickoff will be at **10:00am** and will be immediately followed by a festival which includes vendors, entertainment, great food, and lots more. Admission is free and if you would like to be a sponsor, vendor or participate in the parade please contact the Chamber of Commerce at (229) 759-2422.
- (C) The next regularly scheduled County Commission Meeting is **Tuesday, December 12, 2023 at 6:00pm**.
- (D) The renewal process for 2024 Occupation Tax/Business Licenses began November 1, 2023. Please go to Lee County’s website at www.lee.ga.us for information or contact the Building Inspection office at (229) 759-3326 and we will mail you a packet with an application and all information. **All current business licenses will expire on December 31, 2023.**

ADJOURNMENT

The meeting adjourned at 6:30PM.

Facebook video link: <https://www.facebook.com/leecountyga/videos/327431893242642/>

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The meeting rooms and buildings are handicap accessible.



**MEMORANDUM
LEE COUNTY BOARD
OF COMMISSIONERS**

TO: Honorable Board of County Commissioners
SUBJECT: Employee Years of Service Recognition
MEETING DATE: Tuesday, December 12, 2023

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

- 5 years – Krista Moore – 911 Communications Officer
- 5 years – Thomas Glass – Sergeant, Sheriff's Office
- 5 years – Tristan Smiley – Firefighter/EMTA
- 5 years – William Yochum III – Firefighter/EMTA
- 20 years – Charles McBurnett Sr. – Shop Supervisor, Public Works
- 25 years – Joey Davenport – Co-Assistant County Manager/Chief Building
Inspector/Interim Planning Director



LEE COUNTY, GA GOVERNMENT

SUBJECT: Annual Renewal of Alcohol Licenses

DATE SUBMITTED: 12/12/2023

DIVISION:

AUTHORIZED BY: Joey Davenport

AGENDA DATE REQUESTED:

TYPE:

CONTACT PERSON: Carol Lee

DEPARTMENT: Inspection/Licensing

- Regular
 Consent

MOTION/RECOMMENDATION:

Staff requests the Board of Commissioners consider the annual approval of the current alcohol licenses on the attached list at the December 12, 2023 Board of Commissioners regularly scheduled meeting for calendar year 2024. They may be voted on as a group.

BACKGROUND:

Annual approval of county alcohol licenses.

ATTACHMENTS:

1. 2024 Alcohol Renewal List

REVIEWED BY (INITIALS):

Legal:
Finance:
Other:

ADVERTISED:

Date:
Paper:
 Not Required

COMMISSION ACTION:

- Approved
 Approved w/Conditions
 Denied
 Continued to:

USER DEPT.:

COSTS:

FUNDING SOURCE:

- Capital Improvement
 Operating
 Other

SUBMITTED BY:

CURRENT FY:

APPROPRIATION CODE:

County Manager

AFFECTED PARTIES: Notified N/R

2024 ALCOHOL RENEWALS

BUSINESS	ADDRESS	LICENSE	FEE	OWNER/LIC HOLDER
		BEER /WINE OFF PREMISES		
CIRCLE K	1584-E US 19 SOUTH	"	\$825.00	Melanie Craft
CREEKSIDE BP	1420 US 19 SOUTH	"	\$825.00	Brijesh Patel
CVS	1193 US 19 SOUTH	"	\$825.00	Robert Dugas
DOLLAR GENERAL #478	3005 NORTH SLAPPEY	"	\$825.00	Lindsay Cannon
DOLLAR GENERAL #15482	1162 HWY 82 WEST	"	\$825.00	Audry Gordon
EASY TRIP	1487 PHILEMA RD	"	\$825.00	Bhumi Patel
Family Dollar	1513 Hwy 19 South		not renewed	
HOME RUN FOODS	1595 US HWY 19 SOUTH	"	\$450.00	Jefferson Lanier
HWY 19 CITCO	863 US 19 SOUTH	"	\$450.00	Steve Whatley
MIKE'S COUNTRY STORE	1628 PHILEMA RD	"	\$825.00	Mike Rogers
PEACHTREE MINI MART	1295 US HWY 82 WEST	"	\$825.00	Steve Whatley
PHILEMA EXPRESS	1505 US 19 SOUTH	"	\$825.00	Alpeshkumar Patel
PUBLIX	1212 US 19 SOUTH		\$825.00	Garrett Tukes
PURE (Chevron)	1405 US HWY 82 WEST	"	\$825.00	Himanshu Patel
PURE (Chevron)	1603 PHILEMA RD	"	\$825.00	Prakashkumar Patel
RACEWAY	1385 HWY 82 WEST	"	\$825.00	Mahmoud Abudayyak
SALT LICK	1211 HWY 82 WEST	"	\$825.00	Jackson Krause
SHOP RITE (SHELL)	1572 US 19 SOUTH	"	\$825.00	Sandeep Kumar
SUSIE Q DOUBLEGATE	1250-A US HWY 82 WEST	"	\$825.00	Mukesh B Patel
WAL MART	2825 LEDO RD		\$825.00	April Johnson
		BEER/WINE ON PREMISES		
RIVERFRONT BBQ	1533 US HWY 19 SOUTH		\$750.00	Dale Saunders
		"		
		BEER/WINE/LIQ ON PREMISES		
ROOSTER'S	1636 PHILEMA RD	ON PREMISES	\$3,650.00	Rebecca Daniel
CHILI'S GRILL & BAR	2821 LEDO RD	ON PREMISES	\$3,150.00	Mathew Griffiths
EL MAYA RESTAURANT	1561 US HWY 19 SOUTH	ON PREMISES	\$3,150.00	Ismael Diaz
KING CLAW	2841 LEDO RD	ON PREMISES	\$3,150.00	Yuk Fan Chan Fu
LEE PUB	1561 US HWY 19 SOUTH	ON PREMISES	\$3,150.00	Jaymin Patel
CHEHAW PARK	105 CHEHAW PARK RD	ON PREMISES	\$0.00	Morgan Burnette
		Total	\$31,925.00	

MEMORANDUM OF UNDERSTANDING
Between
THE BOARD OF REGENTS OF THE UNIVERSITY SYSTEM OF GEORGIA
by and on behalf of
THE UNIVERSITY OF GEORGIA
COOPERATIVE EXTENSION
and Lee COUNTY

This Memorandum of Understanding (“MOU”) is made between the Board of Regents of the University of System of Georgia by and on behalf of the University of Georgia Cooperative Extension (hereinafter “UGA Extension”) and Lee County, a political subdivision of the State of Georgia, by and through its Board of Commissioners, (hereinafter the “County”), for the provision of Cooperative Extension Services and Personnel in Lee County, Georgia.

WHEREAS, through the Smith-Lever Act of the U.S. Congress of 1914, an Agreement was created between The Board of Regents of the University System of Georgia, the University of Georgia, the University of Georgia Cooperative Extension and the U.S. Department of Agriculture, to allow for Extension work to be conducted in the State of Georgia; and

WHEREAS, for over 100 years UGA Extension has offered services in all 159 counties in the State of Georgia; and

WHEREAS, through county offices throughout the state, UGA Extension continues to offer reliable information and programs in the areas of agriculture, food, families, the environment and 4-H youth development; and

WHEREAS, UGA Extension is able to maintain and operate these programs through the use of UGA Extension personnel; and

WHEREAS, UGA Extension and the County agree that the services provided by UGA Extension Personnel are invaluable to the County’s citizens and community; and

WHEREAS, the County Board of Commissioners is authorized under Article 9, Section 3, Paragraph 1, and Article 9, Section 4, Paragraph 2, of the Constitution of the State of Georgia as amended in 1983, and by O.C.G.A. § 20-2-62 and O.C.G.A. § 48-5-220 to enter into agreements providing for these types of services; and

WHEREAS, all parties agree that it is necessary and appropriate to define the types of UGA Extension operations and personnel and establish parameters for compensation so that all parties are clear on their respective responsibilities and duties;

NOW, THEREFORE, the Parties agree as follows:

I. OPERATIONS

UGA Extension and the County will support all County Extension personnel operationally as set forth in this MOU regardless of employee compensation status.

A. UGA EXTENSION agrees to the following:

1. UGA Extension shall annually appoint a member of the County Extension personnel to serve as the County Extension Coordinator. The Coordinator shall be responsible for the total County Extension program, staff coordination and supervision, and all communications and transactions between the County and the County Extension staff.
2. UGA Extension shall provide County Extension personnel with the necessary educational materials needed for an effective program. UGA Extension also agrees to plan, implement and conduct training as necessary to keep County Extension personnel adequately prepared to conduct effective, relevant Extension programs.
3. UGA Extension shall reimburse all County Extension personnel directly for expenses incurred for officially designated travel authorized by the District Extension Director.
4. UGA Extension shall support County Extension personnel and the Extension program in the County with necessary assistance of District and State subject matter and supervisory personnel and other resources as available from the University of Georgia, the University System of Georgia, and other agencies and organizations with whom UGA Extension cooperates.
5. UGA Extension shall report to the County Board of Commissioners at regular intervals on the nature of the County Extension program and progress being made.

B. The COUNTY agrees to the following:

1. The County shall provide a suitable County Extension office with the suitability of the office to be agreed on by all parties. As a part of the County's budgeting process, the County further agrees to provide sufficient funds to pay for all necessary office supplies, office equipment, telephone, utilities, data communication/networking (including broadband internet connectivity), postage, demonstration materials, janitorial service and other items necessary for the operation of an effective Extension education program.
 - a. Should the County request removal or modification of office network infrastructure deployed and/or managed by UGA Extension, the County shall coordinate with UGA Extension IT personnel prior to the removal or modification of said equipment. The County shall also coordinate with UGA Extension IT personnel prior to the addition of new network infrastructure where the existing network infrastructure has been deployed or is managed by UGA Extension.

- b. The County shall coordinate with UGA Extension IT personnel in planning for the relocation of an existing or establishment of a new Extension office where the network infrastructure and/or computing resources will be managed by UGA Extension.
 - c. The County shall allow the installation and use of client software and unrestricted access to online resources deemed necessary by UGA Extension to conduct Extension business operations and program delivery; provided, however, that, all such software shall comply with any and all County information technology policies relating to security on, and compatibility with, the County's information technology infrastructure and systems. UGA Extension and the County will jointly determine such compliance prior to installation of any such software.
2. The County shall furnish a county government vehicle or reimburse the travel expenses of County Extension personnel for official travel in the county or on behalf of the Lee County. The reimbursement shall be paid by the County directly to County Extension personnel unless some other method is agreed upon in writing by UGA Extension and the County.
 3. The County shall evaluate financial support to the operations of UGA Extension annually, including compensation of personnel, make adjustments as necessary for continued effective support, and shall notify the UGA Extension of these adjustments. The County Extension Coordinator will prepare and submit for approval an annual operating budget to the County according to standards set by Board of Commissioners for all county departments.

II. COMPENSATION

The UGA Cooperative Extension personnel shall be categorized based on the method of compensation they are associated with, as set forth in the attached addendums. UGA Extension and the County shall identify and agree upon the appropriate compensation method and personnel relationship for each employee. The following three options are available (CHECK ALL THAT APPLY):

- A. COOPERATIVE DIRECT PAY**
In choosing Cooperative Direct Pay, the County desires for the County Extension Personnel to receive compensation from both the County and from UGA Extension. The amount of compensation to County Extension Personnel under this option, as well as the County's and UGA Extension's responsibility for the County Extension Personnel's withholding and payment of federal and state taxes and contributions toward retirement benefits, shall be divided proportionally between the County and UGA Extension as set forth in Addendum "A".
- B. COOPERATIVE CONTRACT PAY**
In choosing Cooperative Contract Pay, the County desires for County Extension Personnel to receive their compensation from UGA Extension payroll. The amount of compensation to County Extension Personnel under this option, as well as the County's and UGA Extension's responsibility for the County Extension Personnel's

withholding and payment of federal and state taxes and contributions toward retirement benefits, shall be divided proportionally between the County and UGA Extension as set forth in Addendum "B". However, for administrative purposes the County Extension Personnel's compensation will come directly from UGA Extension, with the County reimbursing UGA Extension for the County's proportionate share.



C. COUNTY FUNDED EXTENSION PERSONNEL

In choosing County Funded Extension Personnel, the County desires for the County Extension Personnel to be an employee of the County receiving compensation from only the County, as set forth in Addendum "C". The County shall be solely responsible for the County Extension Personnel's salary, benefits (including but not limited to health insurance), withholding of federal and state taxes, and retirement benefits (if any).

III. AGREEMENT

1. This MOU shall take effect when it is executed by both **Lee** County and UGA Extension.
2. In instances of conflict between University of Georgia/University System of Georgia and County policies, the University of Georgia/University System of Georgia policies shall govern.
3. The term of this MOU shall be from the date of execution until terminated by either party by written notice of such intent provided ninety (90) days in advance.
4. This MOU may be modified by written agreement of the parties hereto.
5. Neither party to this agreement will discriminate against any employee or applicant for employment because of race, color, sex (including sexual harassment and pregnancy), sexual orientation, gender identity, ethnicity or national origin, religion, age, genetic information, disability, or veteran status.
6. All notices provided for or permitted to be given pursuant to this MOU shall be in writing and shall be deemed to have been properly given or served by personal delivery or by depositing in the United States Mail, postpaid and registered or certified mail, return receipt requested, and addressed to the addresses set forth below. By giving written notice hereunder, either party hereto shall have the right from time to time and at any time during the term of this MOU to change their respective addresses. For the purposes of this Agreement:

The address of UGA Extension is: 107 Main Street Govt. Building
Leesburg, GA 31763

The address of County is: 102 Starksville Ave. North
Leesburg, GA 31763

or such other address as shall be furnished by such notice to the other party.

Chairman, Board of Commissioners, **Lee** County Date: _____

County Extension Coordinator, **Lee** County Date: _____

Vice President for Public Service and Outreach, University of Georgia Date: _____

Addendum A

COOPERATIVE DIRECT PAY

In choosing Cooperative Direct Pay, the County desires for the County Extension Personnel to receive compensation from both the County and from UGA Extension. The amount of compensation to County Extension Personnel under this option, as well as the County's and UGA Extension's responsibility for the County Extension Personnel's withholding and payment of federal and state taxes and contributions toward retirement benefits, shall be divided proportionally between the County and UGA Extension as set forth in an annual Financial Agreement. Such annual Financial Agreement shall be contingent upon funding as a part of the County's annual budget process.

1. UGA Extension shall employ and supervise County Extension personnel. It shall be the responsibility of the UGA Extension to establish minimum qualifications for County Extension personnel, certify the qualifications of all applicants, and to determine the total salary applicants are to be paid.
2. UGA Extension shall serve as the employer of record and therefore:
 - a. Provide legally required health insurance; and
 - b. Provide legally required worker's compensation insurance
3. UGA Extension shall appoint County Extension personnel in compliance with Equal Employment Opportunity regulations and subject to the approval of the County. The County will provide UGA Extension with written reasons for each disapproval of an appointment recommendation.
4. In the event the work of any County Extension staff member becomes unsatisfactory to the County, it shall be the responsibility of the County to communicate this dissatisfaction to the District Extension Director of the UGA Extension in writing within a reasonable time frame. It shall then be the responsibility of the UGA Extension to address the County's dissatisfaction and advise the County of action taken, if any. UGA Extension shall have the right to terminate or transfer personnel from the County. UGA Extension may select a replacement for the County, following the procedure described above.
5. UGA Extension shall keep at all times an accurate record of all funds received and disbursed under this agreement including all support documents. UGA Extension shall retain such records for a period of three (3) years unless an audit has begun but not been completed or if the audit findings have not been resolved at the end of the three (3) year period. In such cases, the records shall be retained until the audit is complete or until the resolution of the audit findings, whichever is later. UGA Extension will provide the County with a copy of any and all such audits relating to the County Extension office, personnel, and/or operations upon request by the County.

6. UGA Extension shall carry out all work under this agreement in accordance with the administrative and other requirements, including those related to personnel matters, established by the University of Georgia, federal and state laws, regulations, and standards.
7. UGA Extension shall pay its portion of the salary and associated benefits of County Extension personnel at a rate in compliance with the Board of Regents and the UGA Extension salary administration policies.
8. The County shall provide the agreed upon portion of the salaries and associated benefits of County Extension personnel as set forth in the annual Financial Agreement. Benefits, including leave, shall be calculated according to policies established by the Board of Regents.

The County portion of salary shall be paid monthly by the County directly to County Extension personnel. The County will collect and remit FICA taxes on the County portion of the salary. UGA Extension shall provide monthly statements to the County reflecting the County portion of the employer contribution to the employee's retirement benefit with Teachers Retirement System of Georgia. The reimbursement to UGA Extension for the County's portion of this benefit will be made to the UGA Extension in the full amount within fifteen (15) days of receipt of the statement.

The County portion of employee salaries should be adjusted annually based on performance and/or cost of living increases typical of other County employees in accordance with the County's generally applicable rules or conditions for such adjustments. This adjustment should be reported to UGA Extension 30 days prior to effective date. UGA will not allocate any percentage salary increase on the County portion of the employee's salary.

9. The County agrees to pay its share of the annual leave payment in accordance with University of Georgia and UGA Extension leave policies when an employee terminates employment through resignation or retirement during the term of this MOU and chooses to take a lump-sum payment for accumulated annual leave. Such County share shall be based solely on the individual's time serving the County in his or her capacity as part of the County Extension office.

Addendum B

COOPERATIVE CONTRACT PAY:

In choosing Cooperative Contract Pay, the County desires for County Extension Personnel to receive their compensation from UGA Extension payroll. The amount of compensation to County Extension Personnel under this option, as well as the County's and UGA Extension's responsibility for the County Extension Personnel's withholding and payment of federal and state taxes and contributions toward retirement benefits, shall be divided proportionally between the County and UGA Extension as set forth in an annual Financial Agreement. Such annual Financial Agreement shall be contingent upon funding as a part of the County's annual budget process. However, for administrative purposes the County Extension Personnel's compensation will come directly from UGA Extension, with the County reimbursing UGA Extension for the County's proportionate share.

1. UGA Extension shall employ and supervise County Extension personnel. It shall be the responsibility of the UGA Extension to establish minimum qualifications for County Extension personnel, certify the qualifications of all applicants, and determine the total salary applicants are to be paid.
2. UGA Extension shall serve as the employer of record and therefore:
 - a. Provide legally required health insurance;
 - b. Provide legally required worker's compensation insurance; and
 - c. Pay applicable FICA taxes; and
 - d. Withhold federal and state income taxes in accordance with relevant federal and state law.
3. UGA Extension shall appoint County Extension personnel in compliance with Equal Employment Opportunity regulations and subject to the approval of the County. The County will provide UGA Extension with written reasons for each disapproval of an appointment recommendation.
4. In the event the work of any County Extension staff member becomes unsatisfactory to the County, it shall be the responsibility of the County to communicate this dissatisfaction to the District Extension Director of the UGA Extension in writing within a reasonable time frame. It shall then be the responsibility of the UGA Extension to address the County's dissatisfaction and advise the County of action taken, if any. UGA Extension shall have the right to terminate or transfer personnel from the County. UGA Extension may select a replacement for the County, following the procedure described above.
5. UGA Extension shall keep at all times an accurate record of all funds received and disbursed under this agreement including all support documents. UGA Extension shall retain such records for a period of three (3) years unless an audit has begun but not been completed or if the audit findings have not been resolved at the end of the three (3) year period. In such cases, the records shall be retained until the audit is complete or until the

resolution of the audit findings, whichever is later. UGA Extension will provide the County with a copy of any and all such audits relating to the County Extension office, personnel, and/or operations upon request by the County.

6. UGA Extension shall carry out all work under this agreement in accordance with the administrative and other requirements, including personnel matters, established by the University of Georgia, federal and state laws, regulations, and standards.
7. UGA Extension shall pay its portion of the salary and associated benefits of County Extension personnel at a rate in compliance with the Board of Regents and the UGA Extension salary administration policies.
8. The County shall provide the agreed upon portion of the salaries and associated benefits of County Extension personnel to UGA Extension within thirty (30) days of receipt of an invoice from UGA Extension. Benefits, including leave, shall be calculated according to policies established by the Board of Regents. UGA Extension will provide quarterly statements to the County reflecting the County portion of the County Extension Personnel's salary and benefits. The County is aware and agrees that these benefits will include the County's proportionate share of the employer portion of FICA, worker's compensation and the employee's selected retirement benefits. The employee may select the Georgia Teachers Retirement System or the Board of Regents Optional Retirement Program.

The County portion of employee salaries shall be adjusted annually based on performance and/or cost of living increases typical of other county employees in accordance with the County's generally applicable rules or conditions for such adjustments. This adjustment should be reported to UGA Extension 30 days prior to effective date, and a new contract will be issued with the new salary. UGA Extension will not allocate any percentage salary increase on the County portion of the employee's salary. The County's portion is as set forth in the annual Financial Agreement.

9. The County agrees to pay its share of the annual leave payment in accordance with University of Georgia and UGA Extension leave policies when an employee terminates employment through resignation or retirement during the term of this MOU and chooses to take a lump-sum payment for accumulated annual leave. Such County share shall be based solely on the individual's time serving the County in his or her capacity as part of the County Extension office.

Addendum C

COUNTY FUNDED EXTENSION PERSONNEL

In choosing County Funded Extension Personnel, the County desires for the County Extension Personnel to be an employee of the County receiving compensation from only the County. The County shall be solely responsible for the County Extension Personnel's salary, benefits (including but not limited to health insurance), withholding of federal and state taxes, and retirement benefits (if any).

For County Funded Extension Personnel, UGA EXTENSION agrees to the following:

1. UGA Extension shall establish minimum qualifications for County Extension personnel and certify the qualifications of all applicants.
2. UGA Extension may approve or disapprove appointment recommendations by County of County Funded Extension personnel; provided, however, UGA Extension will provide the County with written reasons for each disapproval of an appointment recommendation.
3. UGA Extension shall supervise and evaluate County Funded Extension personnel according to applicable University of Georgia and the Board of Regents policies and procedures.
4. UGA Extension shall collect, approve and transfer employee work time records to the COUNTY on a weekly or monthly basis as agreed upon.
5. In the event the work of any County Funded Extension personnel becomes unsatisfactory to UGA Extension, it shall be the responsibility of UGA Extension to communicate this dissatisfaction to the County. It shall then be the responsibility of the County to appropriately deal with the dissatisfaction and advise the UGA Extension of action taken, if any. The County shall have the right to terminate or transfer personnel.

For County Funded Extension Personnel, the COUNTY agrees to the following:

1. The County shall employ and determine the total salary that personnel are to be paid.
2. The County shall provide all salary and associated benefits as per County policy.
3. The County shall serve as the employer of record and therefore:
 - a. Provide legally required health insurance;
 - b. Provide legally required worker's compensation insurance;
 - c. Withhold and pay appropriate FICA and income taxes to the relevant government agencies; and
 - d. Designate supervision of extension personnel to the District Extension Director.
4. Annual salary adjustments for County Extension personnel shall be based on County policy and consistent with such policies for other County employees.

5. No provision of this Addendum, the MOU, or the annual Financial Agreement between UGA Extension and the County shall create any employment rights for such personnel above and beyond any such rights enjoyed by County employees generally.

Date: January 1, 2024

To: Southwest District Extension, District Extension Director
UGA Tifton Campus
15 RDC Road
Tifton, GA 31793

Subject: Lee County Contract

Lee County Board of Commission wishes to begin the contract agreement between Lee County Board of Commission and the Georgia Board of Regents of the University of Georgia on behalf of The University of Georgia Cooperative Extension Service.

The contract is for Salaries, taxes, retirement, health and life and the attached budget period of January 1, 2024 to June 30, 2024.

The county requests Quarterly invoices and a final invoice to be sent within 60 days of the contract end date.

_____ County Extension Coordinator	_____ Date
_____ County Representative	_____ Date
<i>Andrea L. Scaraw</i> _____ District Extension Director	11-28-23 _____ Date
_____ Associate Dean for Extension, CES, UGA	_____ Date

LEE COUNTY - 088

Board of Commission

January 1, 2024 - June 30, 2024

Salary	Employee Name / Position	July 1 - Dec 31	Jan 1 - June 30	Totals
	Doug Collins-ANR Agent/CEC		\$ 8,068	\$ 8,068
	Lelia Baxter-4H Agent		\$ 10,000	\$ 10,000
	Vacant-4H Educator		\$ 8,000	\$ 8,000
	Courtney Wingfield-Admin Asst		\$ 5,888	\$ 5,888
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
	Total			\$ 31,956

FICA (OASDI) 6.2%				
	Doug Collins-ANR Agent/CEC	\$ -	\$ 500	\$ 500
	Lelia Baxter-4H Agent	\$ -	\$ 620	\$ 620
	Vacant-4H Educator	\$ -	\$ 496	\$ 496
	Courtney Wingfield-Admin Asst	\$ -	\$ 365	\$ 365
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
	Total			\$ 1,981

FICA (HI) 1.45%				
	Doug Collins-ANR Agent/CEC	\$ -	\$ 117	\$ 117
	Lelia Baxter-4H Agent	\$ -	\$ 145	\$ 145
	Vacant-4H Educator	\$ -	\$ 116	\$ 116
	Courtney Wingfield-Admin Asst	\$ -	\$ 85	\$ 85
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
	Total			\$ 463

TRS (19.98%) ORP (9.24%)				
	Doug Collins-ANR Agent/CEC	TRS \$ -	\$ 1,612	\$ 1,612
	Lelia Baxter-4H Agent	TRS \$ -	\$ 1,998	\$ 1,998
	Vacant-4H Educator	TRS \$ -	\$ 1,598	\$ 1,598
	Courtney Wingfield-Admin Asst	TRS \$ -	\$ 1,176	\$ 1,176
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
	Total			\$ 6,385

Other:				
				\$ -
				\$ -
				\$ -
				\$ -
	Total			\$ -

Total Contract Budget	\$ 40,785
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Lee County Board of Commission 102 Starkville Avenue North	Christi Dockery
Address	Contact Name
Leesburg, GA 31763	229-759-6000
City-State-Zip	Phone
County Representative Signature	Email Address cdockery@lee.ga.us

**LEE COUNTY
CURRENT BOARD VACANCIES**

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

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

Vacancies will be open until filled.

Current Volunteer Board Vacancies	Vacancies	Expires	Term
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None

Upcoming Volunteer Board Vacancies	Vacancies	Expires	Term
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Health Board of Lee County	1	12/31/2023	6 Year
Hospital Authority of Lee County	1	12/31/2023	1 Year
Joint Development Authority of Baker, Dougherty, Lee, and Terrell Counties	1	12/31/2023	1 Year
Joint Development Authority of Baker, Dougherty, Lee, and Terrell Counties	1	12/31/2023	2 Year

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

Health Board of Lee County

District	Name & Address	Term	Appointing Authority
3	Billy Mathis 412-A N. Westover Blvd Albany, GA 31707	Virtue of County Commission Office	Virtue of County Commission Office
1	Billy Breeden P.O. Box 890 Leesburg, GA 31763	Virtue of City Office	Virtue of City Office
2	Dr. Jason Miller P.O. Box 399 Leesburg, GA 31763	Virtue of County Board of Education Office	Virtue of County Board of Education Office
3	Christina (Tina) Marbury 202 James Pond Road Leesburg, GA 31763	6 Year Term Expiring on 12/31/2028	County
1	Jamie Swain 322 Leland Ferrell Drive Leesburg, GA 31763	6 Year Term Expiring on 12/31/2028	County
2	Patricia Tharp P.O. Box 104 Leesburg, GA 31763	6 Year Term Expiring on 12/31/2022	Leesburg
2	John E. Vance, M.D. P.O. Box 542 Leesburg, GA 31763	6 Year Term Expiring on 12/31/2023	County
<p>Members must be Lee County Citizens. Meetings are held on a quarterly basis on the first Tuesday of March, June, September, & December at 12:00 p.m. at the Lee County Health Dept., 112 Park Street in Leesburg</p> <p>Budget Analyst - Sandra Tarrer Email: sandra.tarrer1@dph.ga.gov</p> <p>or</p> <p>Dana Hager, Director Telephone: (229) 759-3014; FAX: (229) 759-3017</p> <ul style="list-style-type: none"> • Staggered six year terms 			

Kaitlyn Good

Subject: FW: Health Board of Lee County

From: Edward Vance <Edward.Vance@aaphc.org>

Sent: Tuesday, November 14, 2023 9:53 AM

To: Payton Harris <payton.harris@lee.ga.us>

Subject: Re: Health Board of Lee County

Good morning Payton Harris,

Yes, I would like to be reappointed to the Lee County Board of Health.

Thank you,

John E. Vance, Jr. M.D., M.H.L.

Chief Medical Officer

Albany Area Primary Health Care, Inc.

Email Address: Edward.Vance@aaphc.org



AAPHHC
Albany Area
Primary Health Care

Joint Development Authority of Baker, Dougherty, Lee, and Terrell Counties

District	Name & Address	Term	Appointing Authority
	Tim Burch, BCBOC Rt. 1 Box 1785 Newton, GA 31770	1 Year Term Expiring on 12/31/2004	Baker County
	Virginia Screws P.O. Box 37 Newton, GA 31770	2 Year Term Expiring on 12/31/2005	Baker County
	Suzanna McIntosh Rt. 2 Box 70 Newton, GA 31770	3 Year Term Expiring on 12/31/2005	Baker County
	VACANT	2 Year Term Expiring on 12/31/2005	Dougherty County
	VACANT	3 Year Term Expiring on 12/31/2005	Dougherty County
2	David Brokamp 137 Creekrige Drive Leesburg, GA 31763	1 Year Term Expiring on 12/31/2023	Lee County
2	Greg Crowder, SEMC 791 Lovers Lane Road Leesburg, GA 31763	2 Year Term Expiring on 12/31/2023	Lee County
2	Lisa Davis Development Authority Director 106 Walnut Avenue North Leesburg, GA 31763	3 Year Term Expiring on 12/31/2024	Lee County
	VACANT	1 Year Term Expiring on 12/31/2004	Terrell County
	VACANT	2 Year Term Expiring on 12/31/2005	Terrell County
	VACANT	3 Year Term Expiring on 12/31/2005	Terrell County

Members must be Lee County residents.
Meetings are held quarterly at the Albany Chamber of Commerce.



Sumter EMC

Your Member-Owned Electric Cooperative

1120 Felder Street | PO Box 1048
Americus, GA 31709
(229) 924-8041 | (800) 342-6978
Fax: (229) 931-1424

October 10, 2023

Lee County Board of Commissioners
102 Walnut Ave. N.
Leesburg, GA 31763

Re: Joint Development Authority Board Reappointment

Dear Commissioners:

I would like to continue serving the citizens of Lee County by remaining on the Joint Development Authority of Lee, Dougherty, Terrell, and Baker Counties.

I am a Lee County resident and the Senior VP of Operations with Sumter EMC.

Thank you for your time and consideration.

Sincerely,

David Brokamp
Sumter EMC



LEE COUNTY

Board of Commissioners

One of Georgia's original counties - Established in 1825

VOLUNTEER BOARD APPLICATION

Name: George Houston

Street Address: 384 Lumpkin Road East

City, State, ZIP Code: Leesburg, GA

Phone Number: 229-343-0709

E-Mail Address: ghouston@phoebehealth.com

Board(s) Appointment Requested: Joint Development Authority

Summarize special skills and qualifications you have acquired from employment, previous volunteer work, government or through other activities.

I am well-prepared for the open seat on the Lee County Georgia Joint Development Authority Board. My experience as the current Organizational Development Coach for Phoebe and former HRBP at PPMH. I also have 20 years in business operations working as the DM for Zaxby's. These roles have provided me with valuable insights into operations, workforce management, and the importance of effective governance. Additionally, my engagement in volunteer work and collaboration with government agencies has deepened my understanding of community needs and the partnerships. I bring analytical and problem-solving skills, a passion for Lee County. I'm commitment to improving our community's well-being, making me a dedicated and qualified candidate for this position

Summarize your previous volunteer experience.

I have a strong track record of community involvement, including serving as President of the Exchange Club of Lee County, a member of the Lee County Board of Elections and Registration, a Twin Oak Elementary School Council Member, and volunteering as the Head Football Coach for The Lee County Warriors. These roles reflect my commitment to community betterment, democracy, education, and youth development, offering a well-rounded perspective on our community's needs and potential for positive impact.

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

Chairman
Billy Mathis
District 3

Vice Chairman
Luke Singletary
District 2

Commissioner
Dennis Roland
District 1

Commissioner
Chris Guarnieri
District 4

Commissioner
George Walls
District 5

County Manager
Christi Dockery

County Attorney
Jimmy Skipper

107 Starksville Avenue North
Leesburg, Georgia 31753

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

www.lee.ga.us



Lee County Development Authority

Greg Crowder
Chairman
Al Manry
Vice Chairman
David Brokamp
Tim Davis
Bobby Donley
Tommy Jowers
Dr. Larry Walters

LEE COUNTY, GEORGIA
106 Walnut Avenue North
Leesburg, Georgia 31763
(229) 759-2422
FAX: (229) 759-9224
Web: www.lee.ga.us

Lisa Davis
Executive Director
Lesley Barbosa
Director of Operations

November 15, 2023

Lee County Board of Commissioners
102 Walnut Ave. N.
Leesburg, GA 31763

Re: Joint Development Authority Board

Dear Commissioners:

I would like to take this opportunity to express my interest in continuing to serve the citizens of Lee County by being considered for reappointment to the Joint Development Authority with Dougherty, Terrell, and Baker Counties.

Thank you for your time and consideration.

Sincerely,

Greg Crowder



LEE COUNTY

Board of Commissioners

One of Georgia's original counties – Established in 1825

VOLUNTEER BOARD APPLICATION

Name: Renea Miller

Street Address: 102 Hartley Lane

City, State, ZIP Code: Leesburg, GA 31763

Phone Number: 229-603-8200

E-Mail Address: ReneaSellsHomes@gmail.com

Board(s) Appointment Requested: Joint Development Authority

Summarize special skills and qualifications you have acquired from employment, previous volunteer work, government or through other activities.

I worked in Real Estate Law offices and title Companies for almost 2 decades. I became a Realtor in 2009 and a Real Estate Broker in 2014. I am a native Lee Countian. I left for many years and came back in 2021. After becoming a business owner, I realized how important serving our community is and I deeply care about my community, especially now that I am in my hometown. I served for 2 years on the Anchorage Board of Equalization (we heard and made decisions regarding property tax appeals). I have volunteered at the polls and have served many years in civic and charity organizations such as Kiwanis and American Cancer Society, as well as, professionally served on the Realtor's association boards and various committees including RPAC and Anchorage's Chamber of Commerce Legislative committee, both of which allowed opportunities to make many visits to state legislature and had 1 opportunity to visit DC. I have a concern and desire to serve, in an effort to make positive changes, if needed and want to strive to provide level-headed leadership to keep our communities strong and resilient, with a positive mindset to work together with all the citizens and their differing backgrounds, hopes and dreams for the future.

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

Chairman
Billy Mathis
District 3

Vice-Chairman
Luke Singletary
District 2

Commissioner
Dennis Roland
District 1

Commissioner
Chris Guarnieri
District 4

Commissioner
George Walls
District 5

County Manager
Christi Dockery

County Attorney
Jimmy Skipper

102 Starkville Avenue North
Leesburg, Georgia 31763

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

www.lee.ga.us

Regional Commission Council of Southwest Georgia

District	Name & Address	Term	Appointing Authority
Virtue of Office	TBD	By Virtue of Office	County
Public Sector	Chad Griffin 140 Northwood Drive Leesburg, GA 31763	1 Year Term Expiring on 01/01/2024	County, Leesburg, and Smithville
Private Sector	Cicily Florence 175 Pine Summit Drive Leesburg, GA 31763	1 Year Term Expiring on 01/01/2024	County
1	Dwight Hickman P.O. Box 213 Smithville, GA 31787	1 Year Term Expiring on 01/01/2023	Leesburg and Smithville

Members must be Lee County citizens.
 Meetings are held at 6:30 PM on the last Thursday of each month at different locations, to be announced.
 Suzanne Angell - Executive Director
 Email: sangell@swgrc.org
 Anna Singletary, Executive Assistant
 Telephone: (229) 522-3552; FAX (229) 522-3558.

Staggered one year terms
 Non-Elected Officials: \$25 travel reimbursement
 Complimentary dinner provided

Kaitlyn Good

From: Cicily Florence <cicilyflorence@gmail.com>
Sent: Friday, November 10, 2023 3:26 PM
To: Payton Harris
Subject: Re: Regional Commission Council
Attachments: image001.jpg

Thank you for letting me know.

I do wish to remain on the board for a full term.

Cicily C. Florence

On Fri, Nov 10, 2023, 2:08 PM Payton Harris <payton.harris@lee.ga.us> wrote:

Good Afternoon Ms. Florence,

Your one year term on the Regional Commission Council of Southwest Georgia expires on January 1, 2024. Appointments for this board will be brought to the Board of Commissioners meeting on December 12, 2023. If you wish to be reappointed, please send me written notification by December 8, 2023.

Thank you,

Payton Harris

Deputy County Clerk

Lee County Board of Commissioners

102 Starksville Avenue North

Leesburg, Georgia 31763

Phone: (229) 759-6000 ext. 2221

Fax: (229) 759-6050

payton.harris@lee.ga.us

www.lee.ga.us





130 Veterinary Way Unit 2, Leesburg, GA 31763

December 6, 2023

Ms. Payton Harris
Lee County Board of Commissioners
102 Starksville Avenue North
Leesburg, GA 31763

SUBJECT: Southwest Georgia Regional Commission Appointed Board

Dear Ms. Harris,

My name is Chad Griffin and I am a partner in a local engineering firm called, "Still Waters Engineering", we are a full service civil engineering firm that works primarily with municipalities, county commissions and local governments throughout south and central Georgia. Upon seeing the opening for the public sector appointment to the County's board for the Southwest Georgia Regional Commission I was immediately interested. I believe this is a great opportunity for me to partner with those in my community and neighboring communities as we work together with the Regional Commission to promote Southwest Georgia, the City of Leesburg and Lee County. Please note that as an engineer I have been working in southwest Georgia for 23 years and I have worked with many of the 14 counties that are served by the Regional Commission. I have also worked specifically with the Southwest Georgia Regional Commission on many projects and ventures in the past 23 years. I am thankful that a position like this exists for those in the public sector that have an interest to assist. Please accept this letter as my formal request to be appointed to this board. Should a full resume be needed to state my qualifications it can be provided at your request.

Once again I want to express my thankfulness for the Lee County Board of Commissioners for providing this opportunity. I also want to express my thankfulness to the Lee County Board of Commissioners for providing a potential confirmation for this appointment. I look forward to serving the Lee County and the Southwest Georgia Regional Commission. Should you have any questions about this request please do not hesitate to contact me by phone or email.

Sincerely,

Chad Griffin, Chief Executive Officer

Still Waters Engineering



MEMORANDUM

LEE COUNTY BOARD OF COMMISSIONERS

TO: Honorable Board of County Commissioners
SUBJECT: County Updates

Agricultural/ Recreation 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 began 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: ¼ mile walking trail that runs along a 46 foot high ridgeline above the Kinchafoonee Creek and has a seasonal view of the waterway
 - Eight (8) picnic tables as well as a number of trash cans have been placed along this trail on the creek side
 - Directional signs for the area ordered (i.e. Parking, No Parking, trail markers, boundary signs, etc.)
- Future Improvements
 - Define the location of the road
 - Grade and place compacted crushed stone GAB/recycled asphalt on 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, Rick Muggridge, Commissioner Luke Singletary, County Manager Christi Dockery, Parks & Recreation Director Jeremy Morey
 - **First Meeting:** June 14, 2021
 - **Second Meeting:** November 15, 2021
 - **Third Meeting:** January 11, 2022
 - Staff is working with a local engineering firm to develop a plan
- Professional Services Agreement with Lose Designs approved and signed on August 8, 2023
- Onsite meeting held Friday, September 15, 2023

Bicentennial Anniversary – June 9, 2025

- Preliminary discussions ongoing with staff and Lisa Davis, Chamber of Commerce Executive Director, on projects and ideas for a community celebration for Lee County's first 200 years
- Proposals:
 - Beginning June 2024, the BOC could recognize departments and long-time business partners each month leading up to the June 9, 2025 anniversary
 - Create a time capsule with community involvement to bury on County property
 - Draft a Proclamation for the Local Delegation to honor the County on the 200 anniversary
 - Propose a project that could be completed with the cities and community to honor this anniversary (e.g. buy 200 trees from DNR and give to the public to plant)
 - Develop logo/medallion to honor this occasion

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 – Hwy 82
- Boaters World – Ridezilla – Hwy 19
- DeSoto Silicon Ranch Phase II & III
- Drake Properties – Downtown Leesburg Restaurant Passion & Bliss
- Eliano's Coffee – Hwy 19
- Flint Ventures Commercial Subdivision – US 19
- Forrester Crossing Commercial Subdivision Phase II – Hwy 19
- Forrester Crossing Phase I – New Office Building
- Georgia Electric Associates New Office – Veterinary Way
- Giovingo Properties Sanitary Sewer Expansion – US 82
- Mavis Tire – Hwy 19
- New Jerusalem Grove Baptist Church – Smithville
- New Little Caesar's Location – US 82
- Oxford Business Park
- Seven Brew – Hwy 82
- Southern Hills Orchards – New York Road AG Office Space
- Three (3) Proposed Package Stores – Hwy 19 & Hwy 82
- Tidal Wave – Ledo Road
- Wawa Gas Station – Hwy 82
- Whistle Wash – Hwy 82
- Woodgrain Millwork Expansion – Hwy 82

DeSoto Solar Project

- Staff anticipates pushing power to the grid on both the DeSoto II and the DeSoto III projects by the end of this year
- Both projects to be fully completed by the end of Spring 2024
- DeSoto I is fully completed and operating well
 - Sheep expected to be on the DeSoto I project by the end of summer or early fall 2024

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
 - Also mapping greenspace, stormwater holding ponds, Hazard Mitigation lots, etc.
- Goal: To have an internet map in ArcGIS Online where utility workers can view utility maps on a tablet in the field

LMIG Funds

- **FY2024**
 - Letter received from GDOT July 5, 2023
 - Funds Received from GDOT: \$690,908.06
 - Total, with 30% match from Lee County: **\$898,180.48**
 - Application approved at the September 12, 2023 BOC meeting
 - Application submitted September 13, 2023
 - Application approved September 18, 2023
 - Grant Funds received September 19, 2023
 - RFP document published November 10, 2023
- **FY2023**
 - Application Submitted October 18, 2022
 - Roads: Lumpkin Road West, Quail Street, Northwood Drive, Stanley Street, Cannon Drive, Balmoral Drive, Elgin Court, Montrose Drive, Brittany Lakes Drive, Fairethorne Drive, Graves Springs Road, Heathridge Court, Hearthstone Drive, Sterling Drive, Pewter Court, Willow Lake Drive, Fair Oaks Court, Hickory Ridge Court, Cedric Street, Ravenwood Court, Maplewood Court, and Sportmans Club Road. Striping remains to be completed.
 - Funds Received from GDOT: \$627,424.76
 - Total, with 30% match from Lee County: **\$815,652.19**
 - BOC awarded bid on December 13, 2022 to Reeves Construction Company for \$1,977,781.35
 - Completed: May 2023
 - July 2023: Documents submitted to GDOT for closeout

Sidewalks

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

Smithville Road Bridge

- Georgia Department of Transportation, GDOT, plans to replace the bridge over the Muckaloochee Creek on Smithville Road
- Construction and Maintenance Easements received from adjoining property owners and recorded
- Estimated Start Date: August 15, 2024
 - Detour will be implemented during this construction as bridge will be closed to thru traffic
 - Estimated completion date: January 7, 2025

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 Period: October 1, 2019 - September 30, 2025
- Ballot amount: \$20,825,603.00
 - Current collection: \$19,627,240.00 as of November 2023 (94%)
 - Average monthly collection: \$398,679.01
 - Projected to collect ballot amount by February 2024

SPLOST VIII

- Citizens will vote on referendum March 12, 2024
- Collection Period: October 1, 2025 - September 30, 2031
- LC Departments have submitted their requests for projects to be included on the next ballot
- September 12, 2023: BOC approved placing on the March 2024 ballot
- BOC reviewing staff proposed projects
- Meeting with Lee County, Leesburg, and Smithville officials held Tuesday, October 10, 2023 with all entities in agreement
- IGA and projects list approved by the BOC on October 24, 2023
- Completed IGA submitted to the Elections and Registration Office November 10, 2023

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 Period: April 1, 2019 - March 31, 2024
 - Ballot amount: \$16,995,017.00
 - Current collection: \$16,649,928.94 as of November 2023 (98%)
 - Average monthly collection: \$301,219.79
 - Projected to collect ballot amount by January 2024

TSPLOST II

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

Telecommunications Tower

- To be located at the Smithville Fire Station
- Partnering with Motorola
- Surveying has begun
 - Once completed, crews can then break ground
- Estimated Completion: May 2024

Westover Extension

- GDOT project - DARTS support
- Will connect Westover Road and Ledo Road at Capstone Connector
- Oxford Construction Company awarded bid from GDOT
 - Project ongoing
- Staff is working with GDOT and DARTS on signal and safety issues for Ledo Road intersection
- Estimated Completion Date: December 2024
- Discussions with GDOT regarding a traffic study and signal installation ongoing

- GDOT committed to conducting a traffic study of this intersection once the project is completed

Windstream – Kinetic Fiber Installation

- Kinetic staff is currently staking installation areas throughout the County
- Engineering design is expected to be completed by January 2024
- Crews will begin fiber installation in early 2024 with anticipated completion of over 4,234 underserved properties by the end of 2026
- Project is required to be completed by 2026 with minimum speeds of 100 Mbps download and 100 Mbps upload
- Funding for this project includes:
 - Grant award from Georgia’s State & Local Fiscal Recovery Funds - \$12,541,241.00
 - Kinetic funding of \$7,337,804.00 with Lee County’s match of \$1,200,000.00
 - ARPA funding
 - Total Investment: \$21,079,046.00

RFPs and RFQs

Open

Road Resurfacing Projects (including LMIG 2024)

- Pre-Bid Meeting: November 28, 2023
- Bid Opening: December 11, 2023
- Approved by BOC at September 12, 2023 meeting
- To be brought before the BOC on December 12, 2023

Bermuda Lane Pipe Repair

- Pre-Bid Meeting: November 9, 2023
- Bid Opening: November 28, 2023
- Approved by BOC at October 24, 2023 meeting
- To be brought before the BOC on December 12, 2023

Coston Road Paving Project

- Pre-Bid Meeting: November 16, 2023
- Bid Opening: TBD
- Approved by BOC at September 26, 2023 meeting
- To be brought before the BOC on December 12, 2023 for discussion

New York Road – Chokee Creek Bridge Repair

- Pre-Bid Meeting: December 14, 2023
- Bid Opening: January 4, 2024
- To be brought before the BOC on January 9, 2024

Disaster Recovery Management, Disaster Debris Monitoring, and Disaster Recovery Services

- Bid Opening: January 4, 2024
- Approved by BOC at June 13, 2023 meeting
- To be brought before the BOC on January 9, 2024

Disaster Debris Removal and Disposal Services

- Bid Opening: January 4, 2024
- Approved by BOC at June 13, 2023 meeting
- To be brought before the BOC on January 9, 2024

Recently Awarded

Engine for Fire Truck

- Bid Opening: October 23, 2023
- Approved by BOC at September 26, 2023 meeting
- BOC awarded bid on October 24, 2023 to **Rush Truck Center** at a total cost of **\$28,935.31**

Turn Out Gear for Fire & EMS Personnel

- Bid Opening: October 12, 2023
- BOC awarded bid on October 24, 2023 to **Municipal Emergency Services, Inc. (MES)** at a total cost of **\$33,700.00**

Landscaping

- Courthouse and Tharp Building
- Pre-Bid Meeting: August 10, 2023
- Bid Opening: September 21, 2023
- BOC awarded bid on August 22, 2023 to **Lawn Barber Nursery** at a total cost of **\$81,043.96**
- Project ongoing

Elections and Registration Office Renovation

- Approved by BOC at April 11, 2023 meeting
- Pre-Bid Meeting: July 6, 2023
- Bid Opening: July 20, 2023
 - No bids received
- Bid was republished
- Second Pre-Bid Meeting: August 8, 2023
- Bid Opening: August 21, 2023
- BOC awarded bid on August 22, 2023 to **3D Construction, Inc.** at a cost of **\$90,200.00**
- Upgrade the lights to LED.
- Completed

Future

Fencing

- Approved by BOC at April 25, 2023 meeting
- Staff writing RFP documents
- To be placed at several County facilities
- 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
- Project to be reopened at a future date

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

STATE OF GEORGIA

COUNTY OF LEE

**AGREEMENT BETWEEN LEE COUNTY YOUTH BASEBALL
AND THE LEE COUNTY BOARD OF COMMISSIONERS
FOR CALENDAR YEAR 2023**

This Agreement made and entered into effective this ____ day of _____, 2023 by and between **The Board of Commissioners of Lee County, Georgia** (hereinafter referred to as "Board") and **Lee County Baseball, Inc. d/b/a Lee County Youth Baseball, Inc.** (hereinafter referred to as "LCYB").

W I T N E S S E T H :

WHEREAS, the Board owns and operates certain recreational facilities located in the City of Leesburg, Georgia; and

WHEREAS, the Board of Directors of LCYB is desirous of using said recreational facilities in conducting a baseball program for the children and youth of Lee County; and

WHEREAS, the parties hereto agree that it would be in the best interest of the County and its citizens to enter into this Agreement with LCYB.

NOW, THEREFORE, in consideration of the premises, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto do hereby agree as follows:

1. LCYB shall be allowed the non-exclusive use of the recreational facilities of the Board for the purpose of conducting a baseball program for a period of time commencing on January 1, 2024 and concluding at midnight on December 31, 2024 in accord with the terms of this Agreement.

2. The recreational facilities, which are to be utilized by LCYB, are located in the Park Street Complex on Park Street in Leesburg, Lee County, Georgia.

3. LCYB shall conduct its activities upon the premises so as not to endanger any person lawfully thereon and shall, and does hereby, indemnify and hold harmless the Board, Lee County, the City of Smithville, and the City of Leesburg, and all of their respective officers, agents, and employees, from any and all claims for losses, injuries, damages, and liabilities to persons or property occasioned wholly or in part by the intentional or negligent acts or omissions of LCYB, its agents, officers, employees, guests, patrons, or any other person or persons admitted to said premises while said premises are used by or under the control of LCYB.

4. LCYB shall, at its own expense, keep in force comprehensive public liability insurance in an amount of not less than One Million Dollars (\$1,000,000.00) per person and One Million Dollars (\$1,000,000.00) per occurrence, which insurance is to be issued by a company or companies of sound and adequate financial responsibility authorized to do business in Georgia, insuring LCYB against all liabilities or accidents arising out of or in connection with LCYB's use of and operations at the recreational facilities which are the subject of this Agreement. The Board and its officers, agents, and employees shall be listed as an additional or named insured, and

a copy of such policy, or other satisfactory written evidence thereof, shall be furnished to the Board at the time of the execution of this Agreement.

5. The Board shall furnish adequate facilities for LCYB to conduct a baseball program upon the premises, which are subject to this Agreement and shall keep said facilities adequately maintained. In the event that LCYB shall desire to conduct tournaments upon the premises, LCYB shall provide adequate personnel to assist the Board in preparing and maintaining the recreational facilities for tournament play. LCYB cannot use the fields two weeks prior to the start of the date for field prep.

6. No fixtures shall be installed, nor shall any alterations be made, to the facilities without the express approval of the Board or its designee.

7. All recreational equipment to be used in the baseball program shall be furnished by LCYB and shall remain the property of LCYB. However, the Board shall furnish adequate bases and pitching rubbers and maintain them in a reasonably good condition during the term hereof.

8. The Board shall provide adequate lighting, electricity, and water to LCYB in connection with its use of the facilities. Any use of field lights other than regular game play or LCYB tournament must be approved by the Lee County Parks and Recreation Department.

9. LCYB shall furnish all umpires and coaches used in the baseball program, and the Board shall have no responsibility for the hiring or compensation of any umpires or coaches.

10. LCYB shall operate the concession stands in accord with the following provisions:

- (A) LCYB shall be responsible for the total operation of the concession stands, including purchasing all supplies, maintaining all equipment, and keeping the concession stands clean and sanitary at all times. All concession stands will be opened and maintained at the facilities on Park Street.
- (B) LCYB shall be accountable to the Board for the financial operation of the concession stands. Exception – concessions for Private Tournament not associated with LCYB.
- (C) An orderly and legible financial journal shall be maintained by LCYB showing all deposits and disbursements made in connection with the operation of the concession stands. The monthly ending balance on said journal shall agree with the reconciled bank statement each month.
- (D) There shall be a minimum of two (2) LCYB representatives who are authorized to sign checks on the banking account maintained for the operation of the concession stands. The Board shall be advised as to the identity of all persons authorized to sign checks on such account.
- (E) LCYB shall be entitled to retain one hundred percent (100%) of the profits from the concession stands.

11. LCYB shall remit to Lee County an amount equal to Fifteen Dollars (\$15.00) per participant in the LCYB Program by September 1, 2024; provided, however, LCYB shall receive an annual credit against such amount equal to the cost

of labor, materials, and improvements made by LCYB to the leased facilities during the term of this Agreement. Such credit shall also be given for the cost of any lawn or similar maintenance equipment purchased for use at the leased facilities and donated by LCYB to Lee County during such lease term. Written evidence or proof of such expenditures or personal property donation shall be provided by LCYB to Lee County prior to such credit or credits being provided. All such credits shall be approved by the Lee County Parks and Recreation Department. Any credit requests by LCYB which are not submitted to Lee County by September 1, 2024 shall not be credited to any obligations of LCYB hereunder until the next succeeding term of any similar lease, if any, between the parties hereto.

12. LCYB shall be responsible for any and all damages resulting from, either in whole or in part, misuse or neglect to the facilities which are the subject of this Agreement during regular season play, practice sessions, and tournaments sponsored by LCYB. LCYB shall have no responsibility for damages caused by an act of God or similar occurrence.

13. LCYB agrees that, at all times when baseball activities are conducted on the premises, it will have adequate adult supervision of such activities, as well as adequate adult supervision of the concession stands.

14. LCYB shall have reasonable access to all of the recreational facilities necessary for conducting the baseball program herein described, including adequate playing fields. Since other recreational activities may be conducted on the same premises used by LCYB, a schedule listing the dates that fields will be available to LCYB shall be provided to LCYB prior to the start of the baseball season so that

scheduling conflicts may be avoided. Notwithstanding the foregoing, all scheduling conflicts shall be finally resolved by the Lee County Parks and Recreation Department.

15. LCYB shall at all times abide by the rules and regulations of Dizzy Dean Baseball.

16. LCYB, its agents, officers, employees, guests, patrons, or other persons admitted to the subject premises by LCYB while said premises are being used by LCYB, shall observe and obey all rules and regulations governing the conduct and operation of the recreational facilities. Any person found by LCYB to be in violation of such rules and regulations shall be subject to removal from the premises.

17. LCYB shall observe and comply with all laws, statutes, Ordinances, rules, and regulations of the United States, the State of Georgia, Lee County, and the City of Leesburg in connection with the activities authorized under the terms of this Agreement.

18. LCYB shall utilize the subject premises only in the manner permitted by this Agreement and shall not use or permit the use of the premises for any other purpose or for any immoral, objectionable, or unlawful acts or purposes. All private tournaments and field rentals will be handled by the Lee County Parks and Recreation Department and concessions for those events will be provided from the vendors of the Lee County Parks and Recreation Department.

19. This Agreement shall not be assignable by either party, and in particular, LCYB shall not be authorized to assign, hypothecate, or otherwise convey this Agreement, or any or all of its rights hereunder, without the prior express written consent of the Board.

20. In the event of a breach of this Agreement by either party, the non-breaching party shall have, in addition to all other legal remedies available to it, the right to terminate this Agreement upon providing written notice of such termination to the other party.

21. This Agreement constitutes the entire agreement between the parties. No term, provision, or condition of this Agreement may be altered or amended, nor may any term, provision, or condition be added to this Agreement except upon the execution of a written agreement by the parties hereto.

22. This Agreement shall be construed in accord with the provisions of Georgia law and, where applicable, Federal statutes and rules and regulations promulgated thereunder.

IN WITNESS WHEREOF, we have hereunto set our hands and affixed our respective seals as of the day and year first above written.

Lee County Board of Commissioners

By: _____
Billy Mathis, Chairman

Attest: _____
Kaitlyn Good, County Clerk

**Lee County Baseball, Inc. d/b/a Lee
County Youth Baseball, Inc.**

By: _____
Michelle Vickers, President LCYB

Attest: _____

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 second half of 2024

Dear Sir or Madam:

Enclosed is the contract and budget attachments for the Office of the Circuit Public Defender for January 2024 thru June 2024. The language of the contract has remained the same with the exception that the dates have changed.

Within the budget attachments there is one change that we are requesting.

The only change that we are requesting 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.

Finally, I would like to mention another change that you can expect to see beginning in July of 2024. That 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

- (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]

Contract term 1/1/2024 to 6/30/24

Webster County

by:

Signature

Title

Office of the Circuit Public Defender

by:


Signature

Circuit Public Defender
Title

ATTEST:

Date

ATTEST:



Nov. 21, 2023
Date

Georgia Public Defender Standards Council

by:

Signature

Title

ATTEST:

Date

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

zzz done --OCPD Proposed January to June 2024 budget attachments

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 January to June 2024

zzz done --OCPD Proposed January to June 2024 budget attachments

Attachment--Personnel Expenses

Personnel Budget--state funded	*ID	12M Salary	6M salary	Health=5x29.454%	FICA=5x7.65%	Pension=5x34.47%	Unemployment	6M Totals
Total	6	\$ 574,157.51	\$ 287,078.76	\$ 84,556.18	\$ 21,961.52	\$ 98,956.05	\$ 108.50	\$ 492,661.00

Personnel Budget--locally funded by all 6 counties	12M Salary	6M salary	Health=5x29.454%	FICA=5x7.65%	Pension=5x34.47%	Unemployment	Admin. fee**	6M Totals
Total	6	\$ 359,430.99	\$ 179,715.50	\$ 52,933.40	\$ 13,748.24	\$ 61,947.93	\$ 93.00	\$ 15,421.90

**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=\$x29.454%	FICA=\$x7.65%	Pension=\$x34.47%	Unemployment	SM 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	\$ 91,004 88	\$ 45,502 44	\$ 13,402 29	\$ 3,480 94	\$ 15,684 69	\$ 15 50	\$ 78,085 86
Assistant Circuit Public Defender	59 1	\$ 110,996 64	\$ 55,498 32	\$ 16,346 48	\$ 4,245 62	\$ 19,130 27	\$ 15 50	\$ 95,236 19
Assistant Circuit Public Defender	65 1	\$ 81,910 12	\$ 40,955 06	\$ 12,062 90	\$ 3,133 06	\$ 14,117 21	\$ 15 50	\$ 70,283 73
Investigator/Paralegal	22 1	\$ 48,792 87	\$ 24,396 44	\$ 7,185 73	\$ 1,866 33	\$ 8,409 45	\$ 15 50	\$ 41,873 44
Investigator/Paralegal	53 1	\$ 56,990 00	\$ 28,495 00	\$ 8,392 92	\$ 2,179 87	\$ 9,822 23	\$ 15 50	\$ 48,905 51
Hub	58 1	\$ 56,990 00	\$ 28,495 00	\$ 8,392 92	\$ 2,179 87	\$ 9,822 23	\$ 15 50	\$ 48,905 51
Total	6	\$ 574,157 51	\$ 287,078 76	\$ 84,556 18	\$ 21,961 52	\$ 98,956 05	\$ 108 50	\$ 492,661 00

Personnel budget--locally funded by all 6 counties		12M Salary	6M salary	Health=\$x29.454%	FICA=\$x7.65%	Pension=\$x34.47%	Unemployment	Admin. fee**	SM Totals
Assistant Circuit Public Defender	79 1	\$ 72,884 45	\$ 36,442 23	\$ 10,733 69	\$ 2,787 83	\$ 12,561 63	\$ 15 50	\$ 3,127 04	\$ 65,667 93
Assistant Circuit Public Defender	41 1	\$ 78,345 01	\$ 39,172 51	\$ 11,537 87	\$ 2,996 70	\$ 13,502 76	\$ 15 50	\$ 3,361 27	\$ 70,586 60
Assistant Circuit Public Defender	23 1	\$ 80,529 77	\$ 40,264 89	\$ 11,859 62	\$ 3,080 26	\$ 13,879 31	\$ 15 50	\$ 3,454 98	\$ 72,554 55
Administrative Assistant	16 1	\$ 37,884 45	\$ 18,942 23	\$ 5,579 24	\$ 1,449 08	\$ 6,529 38	\$ 15 50	\$ 1,625 77	\$ 34,141 20
Investigator/Paralegal	64 1	\$ 48,034 86	\$ 24,017 43	\$ 7,074 09	\$ 1,837 33	\$ 8,278 81	\$ 15 50	\$ 2,061 16	\$ 43,284 32
Office Manager/Investigator/Paralegal	72 1	\$ 41,752 45	\$ 20,876 23	\$ 6,148 88	\$ 1,597 03	\$ 7,196 03	\$ 15 50	\$ 1,791 68	\$ 37,625 36
Total	6	\$ 359,430 99	\$ 179,715 50	\$ 52,933 40	\$ 13,748 24	\$ 61,947 93	\$ 93 00	\$ 15,421 90	\$ 323,859 97

*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

	GPDC budget	county budget
Personnel	\$ 492,661 00	\$ 323,859 97
Operating		\$ 39,029 60
Total		\$ 362,889 57

County share of personnel based on caseload	Caseload	Percentage	County Share
Lee	570	0.28358209	\$ 91,840 89
Macon	312	0.155223881	\$ 50,270 80
Schley	72	0.035820896	\$ 11,600 95
Stewart	82	0.04079602	\$ 13,212 20
Sumter	950	0.472636816	\$ 153,068 14
Webster	24	0.011940299	\$ 3,866 98
Totals	2010	1	\$ 323,859 97

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	\$ 91,840 89	\$ 14,865 49	\$ 106,706 38
Macon	\$ 50,270 80	\$ 5,415 82	\$ 55,686 62
Schley	\$ 11,600 95	\$ 2,038 22	\$ 13,639 17
Stewart	\$ 13,212 20	\$ 2,382 03	\$ 15,594 23
Sumter	\$ 153,068 14	\$ 13,275 53	\$ 166,343 68
Webster	\$ 3,866 98	\$ 1,052 50	\$ 4,919 49
Totals	\$ 323,859 97	\$ 39,029 60	\$ 362,889 57

Attachment--Retrospective and prospective worksheet

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

County	7/1/23 to 12/31/23	1/1/24 to 6/30/24	Max.* for 7/1/24 to 12/31/24	Max * for 1/1/25 to 6/30/25
Lee	\$ 101,954 85	\$ 106,706 38	\$ 112,041 70	\$ 117,643 78
Macon	\$ 53,085 78	\$ 55,686 62	\$ 58,470 95	\$ 61,394 50
Schley	\$ 13,038 98	\$ 13,839 17	\$ 14,321 13	\$ 15,037 19
Stewart	\$ 14,910 67	\$ 15,594 23	\$ 16,373 94	\$ 17,192 64
Sumter	\$ 158,424 45	\$ 166,343 68	\$ 174,660 86	\$ 183,393 90
Webster	\$ 4,719 42	\$ 4,919 49	\$ 5,185 46	\$ 5,423 74

Total for the year from 7/1/23 to 6/30/24

County	
Lee	\$ 208,661 23
Macon	\$ 108,772 40
Schley	\$ 26,678 15
Stewart	\$ 30,504 90
Sumter	\$ 324,768 13
Webster	\$ 9,638 91

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

County	
Lee	\$ 218,748 08
Macon	\$ 114,157 58
Schley	\$ 27,960 30
Stewart	\$ 31,968 16
Sumter	\$ 341,004 54
Webster	\$ 10,084 95

Maximum* total for the year from 7/1/24 to 6/30/25

County	
Lee	\$ 229,685 48
Macon	\$ 119,865 46
Schley	\$ 29,358 32
Stewart	\$ 33,566 57
Sumter	\$ 358,054 76
Webster	\$ 10,589 20

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*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

**RESOLUTION
ESTABLISHING A QUALIFYING FEE
FOR THE 2024 ELECTION CYCLE**

WHEREAS, O.C.G.A. 21-2-131 (a) requires the governing body of Lee County, Georgia, no later than February 1 of any year in which a general primary, non-partisan primary, or general election is to be held, to fix and publish a qualifying fee for each County office to be filled in the upcoming primary or election, and

WHEREAS, the County offices to be filled in the calendar year 2024 include the offices of three (3) members of the Lee County Commission (Districts 2, 4 and 5), the office of the Sheriff, the office of the Chief Magistrate, the office of the Probate Judge, the office of the Clerk of Superior Court, the office of Tax Commissioner, the office of the Coroner, and three (3) members of the Lee County Board of Education (Districts 2, 4 and 5).

WHEREAS, the applicable State statute requires that the qualifying fee be three percent (3%) of the total gross salary of the office paid in the preceding calendar year, including all supplements authorized by law if a salaried office; provided, however, that, pursuant to Code Section 21-2-131(a)(1)(B), the qualifying fee for the offices of Clerk of the Superior Court, Judge of the Probate Court, Sheriff, Tax Commissioner, and Magistrate, the qualifying fee shall be three (3) percent of the minimum salary specified in subsection (a) of Code Section 15-6-88, paragraph (1) of subsection (a) of Code Section 15-9-63, subsection (a) of Code Section 15-10-23, paragraph (1) of subsection (a) of Code Section 15-16-20, and paragraph (1) of subsection (b) of Code Section 48-5-183, exclusive of supplements, cost-of-living increases, and longevity increases; and further provided that, pursuant to Code

Section 21-2-131(a)(1)(B), for the office of County Commissioner, the qualifying fee shall be three (3) percent of the base salary established by local act of the General Assembly or by Code Section 36-5-25, as adjusted pursuant to Code Section 36-5-24, if applicable, exclusive of compensation supplements for training provided for in Code Section 36-5-27 and cost-of-living adjustments pursuant to Code Section 36-5-28; and provided further that, for a non-salaried county office, a reasonable fee not to exceed three per cent (3%) on the income derived by the person holding the office for the preceding year shall be set.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Lee County, Georgia, and it is hereby resolved by authority of the same, as follows:

1. That based upon the total gross salary of Five Thousand Six Hundred Thirty-Eight Dollars and Fifty-Five Cents (\$5,638.55) paid in the year 2023 to the County Commissioners; the qualifying fee for such office for 2024 shall be One Hundred Sixty-Nine Dollars and Sixteen Cents (\$169.16).
2. That based upon the total gross salary of Seventy-Seven Thousand Two Hundred Ninety-Four Dollars and Thirty-Six Cents (\$77,294.36) paid in the year 2023 to the Sheriff; the qualifying fee for such office for 2024 shall be Two Thousand Three Hundred Eighteen Dollars and Eighty-Three Cents (\$2,318.83).
3. That based upon the total gross salary of Sixty-Four Thousand Five Hundred Twelve Dollars and Thirty-Nine (\$64,512.39) paid in the year 2023 to the Chief Magistrate; the qualifying fee for such office for 2024 shall be One Thousand Nine Hundred Thirty-Five Dollars and Thirty-Seven Cents (\$1,935.37).

4. That based upon the total gross salary of Sixty-Three Thousand Two Hundred Forty-Seven Dollars and Thirty-Eight Cents (\$63,247.38) paid in the year 2023 to the Probate Judge; the qualifying fee for such office for 2024 shall be One Thousand Eight Hundred Ninety-Seven Dollars and Forty-Two Cents (\$1,897.42).
5. That based upon the total gross salary of Sixty-Three Thousand Two Hundred Forty-Seven Dollars and Thirty-Eight Cents (\$63,247.38) paid in the year 2023 to the Clerk of Superior Court; the qualifying fee for such office for 2024 shall be One Thousand Eight Hundred Ninety-Seven Dollars and Forty-Two Cents (\$1,897.42).
6. That based upon the total gross salary of Sixty-Three Thousand Two Hundred Forty-Seven Dollars and Thirty-Eight Cents (\$67,247.38) paid in the year 2023 to the Tax Commissioner; the qualifying fee for such office for 2024 shall be One Thousand Eight Hundred Ninety-Seven Dollars and Forty-Two Cents (\$1,897.42).
7. That based upon the total gross salary of Three Thousand Six Hundred Dollars (\$3,600.00) paid in the year 2023 to the Coroner; the qualifying fee for such office for 2024 shall be One Hundred Eight Dollars (\$108.00).
8. That based upon the total gross salary of Six Hundred Dollars (\$600.00) paid in the year 2023 to the members of the Lee County Board of Education; the qualifying fee for such office for 2024 shall be Eighteen Dollars (\$18.00).

BE IT FURTHER RESOLVED that such qualifying fees shall be published by the County Clerk in such manner as may be provided by law.

BE IT FURTHER RESOLVED that the Superintendent of the County's Board of Elections and Registration shall receive and disburse such qualifying fees as he or she is authorized to do under State law.

SO RESOLVED, this _____ day of December 2023.

**BOARD OF COMMISSIONERS
OF LEE COUNTY, GEORGIA**

BY: _____
Billy Mathis, Chairman

ATTEST: _____
Kaitlyn Good, County Clerk

PUBLIC NOTICE

Establishing Qualifying Fees for the 2024 General Election

The Board of County Commissioners is required by O.C.G.A. 21-2-131, to fix and publish qualifying fees for county offices not later than February 1 of any year in which a general primary, nonpartisan election, or general election is to be held. The qualifying fees for the offices of Clerk of Superior Court, Judge of Probate Court, Sheriff, Tax Commissioner, Coroner, and Chief Magistrate shall be 3% of the minimum base salary, specified in state law for each county based on population. The base which appears in the Code should not be adjusted to reflect supplements, cost-of-living increases, or longevity increases. For the offices of members of the county governing authority, or Board of Commissioners, the qualifying fee is 3% of the base salary established by local Act of the General Assembly, and is not adjusted to reflect training, supplements, or cost-of-living increases.

COUNTY OFFICE	TOTAL GROSS SALARY FOR 2023	3% QUALIFYING FEE
County Commissioner	\$5,638.55	\$169.16
Sheriff	\$77,294.36	\$2,318.83
Chief Magistrate	\$64,512.39	\$1,935.37
Probate Judge	\$63,247.38	\$1,897.42
Clerk of Superior Court	\$63,247.38	\$1,897.42
Tax Commissioner	\$63,247.38	\$1,897.42
Coroner	\$3,600.00	\$108.00
School Board Member	\$600.00	\$18.00

Qualifying for the 2024 elections for partisan offices (Sheriff, Clerk of Superior Court, Tax Commissioner, County Commissioner, and Coroner) will begin at 9:00 a.m., Monday, March 4, 2024 and end Friday, March 8, 2024 at 12 noon with the respective political parties. Qualifying for nonpartisan offices (Probate Judge, Chief Magistrate, and Board of Education members) and independent candidates will be held beginning Monday, March 4, 2024 at 9:00 a.m. and end Friday, March 8, 2024 at 12 noon in the Lee County Elections and Registration Office. For more information regarding the election process, contact the Board of Elections and Registration at 759-6002.



MEMORANDUM LEE COUNTY BOARD OF COMMISSIONERS

TO: Honorable Board of County Commissioners
SUBJECT: Bermuda Lane Pipe Repair Project
MEETING DATE: Tuesday, December 12, 2023

MOTION/RECOMMENDATION

Motion to award the bid for the Bermuda Lane Pipe Repair project.

Staff recommends awarding the bid to Oxford Construction Company, the lowest responsive bidder, at a total cost of \$74,095.00.

BACKGROUND

Bid information for the Pipe Repair project was **published on Thursday, November 2, 2023**. A Pre-Bid Meeting was held, as scheduled, on Thursday, November 9, 2023 at 2:00pm (held as advertised in the published bid documents). Three (3) vendors attended this Pre-Bid Meeting. **All bidders must have attended the pre-bid meeting to submit a bid.**

Sealed written bids were accepted from qualified vendors for the repair of a pipe on Bermuda Lane. All bids were due and subsequently opened at 2:05pm on Tuesday, November 28, 2023 in Opal Cannon Auditorium of the T. Page Tharp Governmental Building.

Sealed written bids were received from three (3) vendors:

Oxford Construction Company	\$74,095.00
Jim Boyd Construction	\$79,755.00
Zane Grace Construction, Inc.	\$81,783.00

ATTACHMENTS

Proposals

INVITATION TO BID
PIPE REPAIR
RFP# 112823
BID FORM

Name of Bidder/ Vendor: Oxford Construction Company

Contact Person: Jay Griffith

Mailing Address: 3200 Palmyra Road

Albany, Georgia 31707

Telephone: 229-883-3232

Email: jgriffith@oxfordconstruction.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.

The repair of damaged stormwater piping and associated structures located near Bermuda Lane in Lee County, Georgia.

Total Bid Amount = \$74,095⁰⁰

Authorized Signature:  Title: Vice President

Name Printed: Jay Griffith Date: 11/28/23

**INVITATION TO BID
PIPE REPAIR
RFP# 112823
BID FORM**

Name of Bidder/ Vendor: Jim Boyd Construction

Contact Person: Wade Keen

Mailing Address: 1810 West Oakridge Drive

Albany, Georgia 31707

Telephone: 229-420-9898

Email: wkeen@jimboydconstruction.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.

The repair of damaged stormwater piping and associated structures located near Bermuda Lane in Lee County, Georgia.

Total Bid Amount = \$79,755.00

Authorized Signature: Wade Keen **Title:** Vice President

Name Printed: Wade Keen **Date:** November 28, 2023

INVITATION TO BID
PIPE REPAIR
RFP# 112823
BID FORM

Name of Bidder/ Vendor: Zane Grace Construction, Inc

Contact Person: T. Z. Grace

Mailing Address: PO Box 145
Leesburg GA 31763


Telephone: 229-759-4050

Email: Zgc@att.net tzgrace.zgc@att.net

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.

The repair of damaged stormwater piping and associated structures located near Bermuda Lane in Lee County, Georgia.

Total Bid Amount = \$1,783.00

Authorized Signature:  Title: President

Name Printed: Zane Grace Date: 11-28-23



MEMORANDUM LEE COUNTY BOARD OF COMMISSIONERS

TO: Honorable Board of County Commissioners
SUBJECT: Retention Payments
MEETING DATE: Tuesday, December 12, 2023

MOTION/RECOMMENDATION

Motion to ratify an addition to employees' retention payments in December, for a cost of \$118,750.00 for this adjustment. These funds will be paid from savings in salary cost from vacant positions.

BACKGROUND

During the FY23-24 Budget process, the Board of Commissioners approved providing current employees with a one-time retention payment in December 2023, as follows: Full-Time Employees would receive \$1000.00 and Part-Time Employees would receive \$500.00. **Employees must have been employed with the County by July 1, 2023 in order to receive said payments.**

Since that date, the Board of Commissioners has graciously decided to increase the retention payments amounts, as follows: Full-Time Employees will receive an additional \$500.00 and Part-Time Employees will receive an additional \$250.00. The total cost for this adjustment is \$118,750.00.

Total Employee Retention Payments:

Full-Time Employees: \$1,500.00

Part-Time Employees: \$750.00

ATTACHMENTS

NONE



Capital Improvements Element 2023 Annual Update: Financial Report & Community Work Program

Lee County, GA
Final-December 12, 2023

Attached is the Lee County CIE - Capital Improvement Element annual update for 2023 consisting of a financial report, as required by the Development Impact Fee Act, and an updated community work program, as required by DCA's impact fee compliance requirements.

Adoption Resolution

Capital Improvements Element Annual Update

Lee County, Georgia

WHEREAS, Lee County adopted a Capital Improvements Element as an amendment to the *Lee County Comprehensive Plan*; and

WHEREAS, Lee County has prepared a fiscal year 2023 Annual Update to the adopted Capital Improvements Element; and

WHEREAS, the Capital Improvements Element Annual Update was prepared, submitted and reviewed in accordance with the "Development Impact Fee Compliance Requirements" and the "Minimum Planning Standards and Procedures for Local Comprehensive Planning" adopted by the Board of Community Affairs pursuant to the Georgia Planning Act of 1989;

BE IT THEREFORE RESOLVED, that the Board of Commissioners of Lee County does hereby adopt the Capital Improvements Element Annual Update, as per the requirements of the Development Impact Fee Compliance Requirements.

Adopted this _____ day of _____ 2023.

Billy Mathis, *Commission Chair*

Kaitlyn Good, *County Clerk*

Georgia, Lee County

**Transmittal Resolution
Capital Improvements Element Update
Lee County, Georgia**

Whereas, Lee County adopted a Capital Improvements Element as an amendment to the *Lee County Comprehensive Plan*; and

Whereas, Lee County has prepared an Annual Update to the adopted Capital Improvements Element; and

Whereas, the Capital Improvements Element Annual Update was prepared in accordance with the "Development Impact Fee Compliance Requirements" and the "Minimum Planning Standards and Procedures for Local Comprehensive Planning" adopted by the Board of Community Affairs pursuant to the Georgia Planning Act of 1989, and a duly advertised Public Hearing was held on November 14, 2023 at the Southwest Georgia Regional Commission.

BE IT THEREFORE RESOLVED that the Board of Commissioners of Lee County does hereby submit the 2023 Capital Improvements Element Annual Update to the Southwest Georgia Regional Commission for Regional and State review, as per the requirements of the Development Impact Fee Compliance Requirements.

Adopted this 14 day of November, 2023



Billy Mathis, County Commission Chairman
Lee County

ATTEST: _____

Kaitlyn Good



This Capital Improvements Element Annual Update has been prepared based on the rules and regulations pertaining to impact fees in Georgia, as specified by the *Development Impact Fee Act* (DIFA) and the Department of Community Affairs (DCA) documents *Development Impact Fee Compliance Requirements and Standards and Procedures for Local Comprehensive Planning*. These three documents dictate the essential elements of an Annual Update, specifically the inclusion of a financial report and a schedule of improvements.

According to DCA's Compliance Requirements, the Annual Update:

"must include: 1) the Annual Reporting impact fees required under O.C.G.A. 36-71-8; and 2) a new fifth year schedule of improvements, and any changes to or revisions of previously listed CIE projects, including alterations in project costs, proposed changes in funding sources, construction schedules, or project scope." (Chapter 110-12-2-.03(2)(c))

This Annual Update itself is based on The County of Lee *Capital Improvements Element*, as amended by the County in December 13 of 2011.

Lee County, GA

Financial Report

The Financial Report included in this document is based on the requirements of DIFA, specifically:

"As part of its annual audit process, a municipality or county shall prepare an annual report describing the amount of any development impact fees collected, encumbered, and used during the preceding year by category of public facility and service area." (O.C.G.A. 36-71-8(c))

The required financial information for each public facility category appears in the main financial table (page 2); each of the public facility categories has a single, county-wide service area. The status of all impact fee projects, by public facility category, is shown on the tables on pages 3, 4 and 5.

The County's fiscal year runs from July 1 to June 30.

Schedule of Improvements

In addition to the financial report, the County has prepared a five-year schedule of improvements—a community work program (CWP)—as specified in DCA's Compliance Requirements (Chapter 110-12-2-.03(2)(c)), which states that local

governments that have a CIE must "update their entire Short Term [i.e., Community] Work Programs annually."¹

According to DCA's requirements², the CWP must include:

- A brief description of the activity;
- Legal authorization, if applicable;
- Timeframe for undertaking the activity;
- Responsible party for implementing the activity;
- Estimated cost (if any) of implementing the activity; and,
- Funding source(s), if applicable.

All of this information appears in the Community Work Program portion of this document, beginning on page 6.

¹ Note that DCA's Compliance Requirements specify that the work program is to meet the requirements of Chapter 110-12-1-.04(7)(a), which is a reference to the work program requirements in a previous version of the *Standards and Procedures for Local Comprehensive Planning*. The correct current description is found at Chapter 110-12-1-.04(2)(b)1.

² Chapter 110-12-1-.03(3).

LEE COUNTY		Annual Impact Fee Financial Report - Fiscal Year 2023					
Public Facility	Libraries	Fire Protection	Communications and Security	Parks & Recreation	Admin-istration	CIE Prep (recoupment)	TOTAL
Impact Fee Fund Balance July 1, 2022	\$48,861.16	\$12,434.38	\$32,001.53	\$612,868.95	\$12,478.94	\$36,469.06	\$755,114.03
Impact Fees Collected (July 1, 2022 through June 30, 2023)	\$34,724.39	\$0.00	\$0.00	\$40,323.47	\$2,251.58	\$2,046.61	\$79,346.05
Subtotal: Fee Accounts	\$83,585.55	\$12,434.38	\$32,001.53	\$653,192.42	\$14,730.52	\$38,515.67	\$834,460.07
Accrued Interest	\$611.64	\$38.23	\$152.91	\$2,943.50	\$38.23	\$38.23	\$3,822.73
(Impact Fee Refunds)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
(Expenditures)	(\$60,000.00)			(\$12,552.36)			(\$72,552.36)
Impact Fee Fund Balance June 30, 2023	\$24,197.19	\$12,472.61	\$32,154.44	\$643,583.56	\$14,768.75	\$38,553.90	\$765,730.45
Impact Fees Encumbered	\$24,197.19	12,472.61	\$32,154.44	\$643,583.56			\$712,407.80

Annual Impact Fee Financial Report - Fiscal Year 2023

Public Facility: Library							
Service Area: County-wide							
Project Description	Project Start Date	Project End Date	Local Cost of Project	Maximum Percentage of Funding from Impact Fees	Maximum Funding Possible from Impact Fees	Impact Fees Expended	Impact Fees Encumbered
Collection Materials	2007	2008	\$57,547.91	96.1%	\$55,326.59	\$0.00	
Collection Materials	2008	2009	\$64,623.25	96.2%	\$62,136.68	\$60,020.42	
Collection Materials	2009	2010	\$66,076.88	96.2%	\$63,534.91	\$60,025.32	
Collection Materials	2010	2011	\$60,998.07	96.1%	\$58,640.74	\$60,000.00	
Collection Materials	2011	2012	\$69,510.66	96.1%	\$66,828.66	\$60,000.00	
Collection Materials	2012	2013	\$64,145.80	96.2%	\$61,677.60	\$80,000.00	
Collection Materials	2013	2014	\$72,528.17	96.1%	\$69,735.74	\$34,999.60	
Collection Materials	2014	2015	\$66,625.71	96.2%	\$64,076.63	\$25,000.00	
Collection Materials	2015	2016	\$67,582.75	96.1%	\$64,959.81	\$25,000.00	
Collection Materials	2016	2017	\$68,749.27	96.1%	\$66,092.05	\$25,000.00	
Collection Materials	2017	2018	\$78,033.27	96.1%	\$75,021.94	\$25,000.00	
Collection Materials	2018	2019	\$71,085.63	96.1%	\$68,348.46	\$25,000.00	
Collection Materials	2019	2020	\$72,109.66	96.2%	\$69,347.03	\$80,000.00	
Collection Materials	2020	2021	\$64,121.06	96.2%	\$61,663.11	\$80,000.00	
Collection Materials	2021	2022	\$74,336.89	96.1%	\$71,466.83	\$75,000.00	
Collection Materials	2022	2023	\$75,354.26	96.2%	\$72,458.97	\$50,000.00	
Collection Materials	2023	2024	\$76,399.39	96.1%	\$73,450.77	\$0.00	\$24,197.19
Collection Materials	2024	2025	\$77,412.44	96.2%	\$74,438.73	\$0.00	
Collection Materials	2025	2026	\$68,094.77	96.2%	\$65,485.41	\$0.00	
Collection Materials	2026	2027	\$79,210.08	96.1%	\$76,158.90	\$0.00	
Oakland Library (20,00 sf)	2008	2009	\$3,300,000.00	19.5%	\$644,119.48	\$0.00	
Smithville Library expansion (1,800 sf)	2016	2017	\$297,000.00	100.0%	\$297,000.00	\$0.00	
Leesburg Library expansion (10,000 sf)	2021	2022	\$1,650,000.00	100.0%	\$1,650,000.00	\$0.00	
			\$6,641,525.88		\$3,931,969.04	\$765,045.34	\$24,197.19

Public Facility: Fire Protection							
Service Area: County-wide							
Project Description	Project Start Date	Project End Date	Local Cost of Project	Maximum Percentage of Funding from Impact Fees	Maximum Funding Possible from Impact Fees	Impact Fees Expended	Impact Fees Encumbered
Smithville Fire Station	2014	2015	\$1,050,000.00	100.0%	\$1,050,000.00	\$231,144.45	\$12,472.61
			\$1,050,000.00		\$1,050,000.00	\$231,144.45	\$12,472.61

Note: Lee County ceased impact fee collections for this category on September 10, 2007.

Public Facility: Communications and Security							
Service Area: County-wide							
Project Description	Project Start Date	Project End Date	Local Cost of Project	Maximum Percentage of Funding from Impact Fees	Maximum Funding Possible from Impact Fees	Impact Fees Expended	Impact Fees Encumbered
800 MHz radio System	2008	2008	\$1,895,000.00	48.0%	\$910,267.00	\$345,689.04	\$32,154.44
			\$1,895,000.00		\$910,267.00	\$345,689.04	\$32,154.44

Note: Lee County ceased impact fee collections for this category on September 10, 2007.

Public Facility: Parks & Recreation							
Service Area: County-wide							
Project Description	Project Start Date	Project End Date	Local Cost of Project	Maximum Percentage of Funding from Impact Fees	Maximum Funding Possible from Impact Fees	Impact Fees Expended	Impact Fees Encumbered
Future Park A (65 acres)	2013	2018	\$780,000.00	100.0%	\$780,000.00	\$0.00	\$643,583.56
Future Park B (67 acres)	2018	2018	\$804,000.00	100.0%	\$804,000.00	\$0.00	
Future Park C (65 acres)	2024	2024	\$780,000.00	100.0%	\$780,000.00	\$0.00	
11 Ball Fields	2009	2024	\$2,750,000.00	95.5%	\$2,625,000.00	\$397,340.02	
1 Jogging Track	2009	2024	\$250,000.00	100.0%	\$250,000.00	\$0.00	
3 Practice Fields	2009	2024	\$105,000.00	96.7%	\$101,500.00	\$0.00	
1 Playground	2009	2024	\$50,000.00	100.0%	\$50,000.00	\$0.00	
1 Pavilion/Shelter	2009	2024	\$41,200.00	100.0%	\$41,200.00	\$0.00	
8 Soccer Fields	2009	2024	\$3,640,000.00	96.3%	\$3,503,500.00	\$0.00	
			\$9,200,200.00		\$8,935,200.00	\$397,340.02	\$643,583.56

Annual Impact Fee Financial Report - Fiscal Year 2023

Year of Collection	Impact Fee Surcharges			Admin Collections	Subtotal - Admin	Admin Expenditures	Admin Balance
	CIE Prep Collections	CIE Prep Expenditures	CIE Prep Balance				
2007	\$8,206.38	\$0.00	\$8,206.38	\$22,690.26	\$22,690.26	\$0.00	\$22,690.26
2008	\$4,805.80	\$9,927.54	\$3,084.64	\$7,085.09	\$7,085.09	\$29,342.95	\$432.40
2009	\$1,824.39	\$0.00	\$4,909.02	\$1,726.94	\$1,726.94	\$8,800.00	\$ (6,640.66)
2010	\$2,613.28	\$0.00	\$6,820.13	\$1,948.23	\$1,948.23	\$8,800.00	\$ (13,230.12)
2011	\$1,657.99	\$0.00	\$8,478.12	\$1,726.94	\$1,726.94	\$5,100.00	\$ (16,603.18)
2012	\$2,613.28	\$0.00	\$11,091.40	\$2,819.87	\$2,819.87	\$4,131.00	\$ (17,914.31)
2013	\$1,708.65	\$0.00	\$12,800.05	\$1,844.08	\$1,844.08	\$0.00	\$ (16,070.23)
2014	\$1,676.13	\$0.00	\$14,476.18	\$1,760.66	\$1,760.66	\$0.00	\$ (14,309.57)
2015	\$1,913.86	\$2,400.37	\$13,989.67	\$2,032.98	\$2,032.98	\$0.00	\$ (12,276.59)
2016	\$2,012.78	\$0.00	\$16,002.45	\$2,142.28	\$2,142.28	\$0.00	\$ (10,134.31)
2017	\$2,114.44	\$0.00	\$18,116.89	\$2,295.30	\$2,295.30	\$0.00	\$ (7,839.01)
2018	\$7,182.13	\$0.00	\$25,299.02	\$7,769.30	\$7,769.30	\$0.00	\$ (69.71)
2019	\$2,613.03	\$0.00	\$27,912.05	\$2,841.74	\$2,841.74	\$0.00	\$ 2,772.03
2020	\$2,124.55	\$0.00	\$30,036.60	\$2,335.49	\$2,335.49	\$0.00	\$ 5,107.52
2021	\$3,349.62	\$0.00	\$33,386.22	\$3,980.13	\$3,980.13	\$0.00	\$ 9,087.65
2022	\$3,082.84	\$0.00	\$36,469.06	\$3,391.29	\$3,391.29	\$0.00	\$ 12,478.94
2023	\$2,084.84	\$0.00	\$38,553.90	\$2,289.81	\$2,289.81	\$0.00	\$ 14,768.75
2024							
2025							
2026							
	\$51,583.99	\$12,327.91		\$70,680.39	\$70,680.39	\$56,173.95	

LEE COUNTY SHORT TERM WORK PROGRAM 2024-2028

Community Facilities					
Activity	Timeline	Responsible Party	Cost Estimate	Funding Source	Current Status/ Remarks
1. Prepare and implement a five year master plan of all county government offices and outside agencies to include facilities, personnel, and equipment.	2024-2028	Lee County	Staff Time	General Fund	On-Going, In-Progress
2. Ensure future improvements to water and treatment facilities that promote balanced and efficient growth and maximizes the use of existing facilities.	2024-2028	Lee County Board of Commissioners, Lee County Utilities Authority	\$10,000,000.00	Utilities Authority Revenue (25%) ARPA (75%)	Awaiting word on two grants that have been submitted for the purpose expanding water infrastructure, including a well and tank; Should know by December 2023
3. Implement a plan to discourage developments with septic systems and private treatment systems in dense developments or near environmentally sensitive areas.	2024-2028	Lee County	Staff Time, Hard Costs TBD	General Fund	On-Going, In-Progress
4. Library collections materials purchase for four (4) library branches	2024-2028	Lee County Board of Commissioners, Library Board of Trustees	\$400,000.00	Impact Fees (75%) General Fund (25%)	On-Going, In-Progress
5. New Multi-Purpose Recreation Facility located at 231 State Route 3 (100 acres purchased), planning and development of park including trail, pavilions, and boat ramp to be installed by DNR.	2024-2028	Lee County	Cost TBD	Impact Fees (30%) SPLOST (10%) Federal and State Grants (50%) General Fund (10%)	On-Going, Committee formed in 2021, with discussions and planning ongoing; trails (0.75 miles), pavilion with picnic area, and kayak launch open to the public; agreement renewed 01/11/2022 with GDNR to install boat ramp; agreement signed 8/8/2023 with Lose Design for design and development
6. Determine feasibility and Implement a plan to provide safe pedestrian and bicycle facilities network.	2024-2028	DARTS, Lee County	Staff Time, Hard Costs TBD	T-SPLOST (50%) SPLOST (25%) GDOT (25%)	On-Going, In-Progress
7. With partners and developers, plan, design, and construct the Lee County Medical Center and adjoining medical facilities and other commercial development opportunities.	2024-2028	Lee County	TBD	Public-Private Partnerships	On-going; Hospital Authority created in 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
8. Design and construct 2 new roads to support Lee County Medical Center and adjoining medical facilities and other commercial development opportunities.	2024-2028	Lee County	TBD	T-SPLOST (50%) SPLOST (30%) General Fund (20%)	On-going, Financial planning agreements, dated 10/25/22, signed by the Lee County Development Authority (property owner) and Lee County Board of Commissioners for roads and water/ sewer/ stormwater infrastructure
9. Maintain full-time GIS staff and technology to provide current tax parcel, zoning and other relevant data for daily operations and reporting requirements.	2024-2028	Lee County	\$350,000.00	SPLOST	County currently maintains full-time GIS staff; Pictometry software implemented in 2023
10. Upgrade telecommunications equipment to mitigate/resolve cyber security risks.	2024-2028	Lee County	\$225,000.00	SPLOST	County has upgraded servers and implemented new policies to mitigate security risks; Software updates
11. Upgrade telecommunications equipment to increase Public Safety communications	2024-2028	Lee County	\$450,000.00	SPLOST (50%) General Fund (50%)	In-Progress; New radio equipment purchased from Motorola; New telecommunications tower to be constructed in Northern Lee County

12. Partner with vendors to provide Broadband internet access to those citizens in areas of the county in most need.	2024-2028	Lee County	\$25 million	Grant (50%) Windstream Partnership (40%) General Fund (5%) ARPA Funds (5%)	Resolution signed 05/24/2022; Windstream to provide broadband to unserved and underserved citizens by 2024; Kick Off Event held 06/22/2022; citizens may apply for services; Build Agreement between Lee County and Windstream in preparation to be signed December 2022; Broadband Ready recertification completed 11/01/2022
13. Partner with vendors to expand water and sewer resources for future residential and commercial developments.	2024-2028	Lee County Board of Commissioners; Lee County Utilities Authority	\$7,464,195.00	Grant	Completed water extension infrastructure project to WGM business utilizing ARPA funds.
14. Refresh logo and website	2024-2028	Lee County	TBD	SPLOST	On-Going; Staff researching and preparing RFP documents

Natural and Cultural Resources

Activity	Years	Responsible Party	Cost Estimate	Funding Source	Current Status/ Remarks
1. Design scenic gateway features at the road entrances into the county.	2024-2028	Lee County	\$50,000.00	General Fund (10%) Grants (90%)	On-Going; Welcome sign erected at the entrance of the County on major roadways that include faces and signature of well-known Lee Countians
2. Develop and improve canoe and kayak boat ramps; install wayfinding signage; improve water safety and rescue with installation of mile markers on Kinchafoonee Creek, Muckalee Creek and Flint River.	2024-2028	Lee County	TBD	DNR & State Grants 90%) General Fund (5%) SPLOST(5%)	On-Going; Mile markers installed along the Kinchafoonee and Muckalee Creeks; various scout projects aimed at bettering the creeks and boat landings include duck boxes, picnic tables, and message boards
3. Plan and build a community garden	2024-2028	Lee County	Staff Time; Hard Costs TBD	In-Kind Donations Partnerships Community Grants	Reach out to community partners and volunteers to plan, build, and maintain a community garden



LEE COUNTY

Life Works Well Here

PUBLIC NOTICE

A public hearing shall be held at the Opal Cannon Auditorium in the T. Page Tharp Governmental Building, located at 102 Starksville Avenue North in Leesburg, on Tuesday, November 14, 2023 at 6:00pm before the Lee County Board of Commissioners. The Board will consider a resolution transmitting a draft Capital Improvements Element Annual Update to the Southwest Georgia Regional Commission for regional review pursuant to the Georgia Planning Act of 1989.

Media Notified: 11/03/2023

Posted on Website and Official Board: 11/03/2023

Published in Legal Organ: 11/08/2023

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.

Chairman
Billy Mathis
District 3

Vice-Chairman
Luke Singletary
District 2

Commissioner
Dennis Roland
District 1

Commissioner
Chris Guarnieri
District 4

Commissioner
George Walls
District 5

County Manager
Christi Dockery

County Attorney
Jimmy Skipper

102 Starksville Avenue North
Leesburg, Georgia 31763



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

www.lee.ga.us



MEMORANDUM LEE COUNTY BOARD OF COMMISSIONERS

TO: Honorable Board of County Commissioners
SUBJECT: 2024 Road Resurfacing Project Bid
MEETING DATE: Tuesday, December 12, 2023

MOTION/RECOMMENDATION

Motion to award the bid for the 2024 Road Resurfacing project.

Staff recommends awarding the bid to Oxford Construction Company, the lowest responsive bidder, at a total cost of \$5,032,661.75. Staff recommends funding this resurfacing project with the remaining SPLOST VII Funds (\$2,675,000.00) and TSPLOST Funds (\$2,357,661.75).

BACKGROUND

Bid information for the Road Resurfacing project was **published on Friday, November 10, 2023**. Following the scheduled Pre-Bid Meeting on Tuesday, November 28, 2023 at 2:00pm (held as advertised in the published bid documents), an Addendum was published on November 29, 2023 providing more specifications to the project. Three (3) vendors attended this Pre-Bid Meeting. **All bidders must have attended the pre-bid meeting to submit a bid.**

Sealed written bids were accepted from qualified vendors for road resurfacing. All bids were due and subsequently opened at 2:05pm on Monday, December 11, 2023 in Opal Cannon Auditorium of the T. Page Tharp Governmental Building.

Sealed written bids were received from three (3) vendors:

Oxford Construction Company	\$5,032,661.75
Griffin Grading and Concrete	\$5,164,177.01
Reeves Construction Company	\$5,186,731.50

ATTACHMENTS

Proposals

Invitation to Bid
Road Resurfacing Services
RFP# 121123

Bid Form

Name of Bidder/ Vendor: Oxford Construction Company

Contact Person: Jay Griffith

Mailing Address: 3200 Palmyra Road

Albany, Georgia 31707

Telephone: 229-883-3232

Email: jgriffith@oxfordconstruction.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.

Incidentals					
1	Bonding & Insurance	1	LS	\$ 27,775 ⁰⁰	\$ 27,775 ⁰⁰

WINNSTEAD DRIVE, PEBBLE RIDGE DRIVE, LONGLEAF DRIVE, WIREGRASS WAY, & DANBURY LANE (4.83 MILES)
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ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENSION
2	Mobilization & Demobilization	1	LS	\$ 5,000 ⁰⁰	\$ 5,000 ⁰⁰
3	Traffic Control	1	LS	23,750 ⁰⁰	23,750 ⁰⁰
4	Road Patch	1194	TONS	150 ⁰⁰	179,100 ⁰⁰
5	Mill Joint	2	EA	1,100 ⁰⁰	2,200 ⁰⁰
6	Mill 1.5" - 0" Asphalt	8783	SY	2 ⁰⁰	17,566 ⁰⁰
7	Leveling	2270	TONS	115 ⁶⁰	262,412 ⁰⁰
8	9.5mm Asphalt Pavement Overlay	5060	TONS	112 ⁷⁵	570,515 ⁰⁰
9	Solid White Striping, Fog Lines	7.78	LM	2,625 ⁰⁰	20,422 ⁵⁰
10	Yellow Striping, Centerline Replaced In-Kind	3.89	LM	3,940 ⁰⁰	15,326 ⁶⁰
12	Adjust Water Valve to Grade	9	EA	1,000 ⁰⁰	9,000 ⁰⁰
13	Stop Bar (Thermo)	14	EA	105 ⁰⁰	1,470 ⁰⁰
14	Shoulder Grading	3.78	LM	11,350 ⁰⁰	42,903 ⁰⁰
				Sub Total	<u>\$ 1,148,665⁰⁰</u>

**CAMBRIDGE ROAD, BERKELEY ROAD, HALIFAX PLACE, WARRINGTON ROAD,
AYLESBURY PLACE, MARGATE DRIVE, & ARGYLL PLACE (1.70 MILES)**

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT	
				PRICE	EXTENSION
15	Mobilization & Demobilization	1	LS	\$ 5,000 ⁰⁰	\$ 5,000 ⁰⁰
16	Traffic Control	1	LS	12,500 ⁰⁰	12,500 ⁰⁰
17	Road Patch	187	TONS	150 ⁰⁰	28,050 ⁰⁰
18	Mill Joint	4	EA	1,100 ⁰⁰	4,400 ⁰⁰
19	Leveling	975	TONS	114 ⁶⁰	111,247 ⁵⁰
20	9.5mm Asphalt Pavement Overlay	1,770	TONS	111 ⁶⁵	197,620 ⁵⁰
21	Solid High Build White Striping, Fog Lines	0.76	LM	2625 ⁰⁰	1,995 ⁰⁰
22	High Build Yellow Centerline Striping, In-Kind	0.38	LM	3940 ⁰⁰	1,497 ²⁰
23	Adjust Water Valve to Grade	7	EA	1000 ⁰⁰	7,000 ⁰⁰
24	Thermo Stop Bars	11	EA	105 ⁰⁰	1,155 ⁰⁰
25	Shoulder Grading	1.7	LM	11,350 ⁰⁰	19,295 ⁰⁰
				Sub Total	\$ 389,760 ²⁰

**KNOLLWOOD DRIVE, CAROWIND DRIVE, FOXWORTH DRIVE, CREEKSHIRE
COURT, & COOSAW COURT (1.90 MILE)**

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT	
				PRICE	EXTENSION
26	Mobilization & Demobilization	1	LS	\$ 5,000 ⁰⁰	\$ 5,000 ⁰⁰
27	Traffic Control	1	LS	12,500 ⁰⁰	12,500 ⁰⁰
28	Road Patch	140	TONS	143 ⁷⁵	20,125 ⁰⁰
29	Mill Joint	2	EA	1,100 ⁰⁰	2,200 ⁰⁰
30	Leveling (Carowind Gets 110lbs/SY)	1,220	TONS	111 ⁷⁵	136,335 ⁰⁰
31	9.5mm Asphalt Pavement Overlay	1,975	TONS	110 ³⁰	217,842 ⁵⁰
32	Thermo Stop Bars	9	EA	105 ⁰⁰	945 ⁰⁰
33	Shoulder Grading	1.9	LM	11,350 ⁰⁰	21,565 ⁰⁰
				Sub Total	\$ 416,512 ⁵⁰

**SPRINGLAKE DRIVE, CARILLION COURT, VICTORIAN COURT,
& RED BAY COURT (0.96 MILES)**

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENSION
34	Mobilization & Demobilization	1	LS	\$ 5,000 ⁰⁰	\$ 5,000 ⁰⁰
35	Traffic Control	1	LS	10,000 ⁰⁰	10,000 ⁰⁰
36	Patching Road	50	TONS	143 ⁷⁵	7,187 ⁵⁰
37	Mill Joint	2	EA	1,100 ⁰⁰	2,200 ⁰⁰
38	Mill 1.5" - 0" Asphalt	4400	SY	2 ⁰⁰	8,800 ⁰⁰
39	Leveling	265	TONS	112 ⁶⁰	29,839 ⁰⁰
40	9.5mm Asphalt Pavement Overlay	1090	TONS	110 ⁰⁰	120,009 ⁰⁰
41	Rem. Asph. Speed Bump	2	EA	325 ⁰⁰	650 ⁰⁰
42	Adjust Water Valve to Grade	1	EA	1,000 ⁰⁰	1,000 ⁰⁰
43	Stop Bar (Thermo)	4	EA	105 ⁰⁰	420 ⁰⁰
44	Shoulder Grading	0.45	LM	11,350 ⁰⁰	5,107 ⁵⁰
				Sub Total	\$ 190,213 ⁰⁰

HUNTINGDON DRIVE, & MORNING MIST DRIVE (0.79 MILES)

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENSION
45	Mobilization & Demobilization	1	LS	\$ 3,400 ⁰⁰	\$ 3,400 ⁰⁰
46	Traffic Control	1	LS	9,100 ⁰⁰	9,100 ⁰⁰
47	Mill Joint	1	EA	1,100 ⁰⁰	1,100 ⁰⁰
48	Mill 1.5" - 0" Asphalt	6,580	SY	2 ⁰⁰	13,160 ⁰⁰
49	9.5mm Asphalt Pavement Overlay	1,160	TONS	109 ⁰⁰	127,368 ⁰⁰
50	Stop Bar (Thermo)	7	EA	105 ⁰⁰	735 ⁰⁰
				Sub Total	\$ 154,863 ⁰⁰

JOHNS DRIVE, DORIS DRIVE, & LAVENDER LANE (0.59 MILES)

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENSION
52	Mobilization & Demobilization	1	LS	\$ 5,000 ⁰⁰	\$ 5,000 ⁰⁰
53	Traffic Control	1	LS	9,850 ⁰⁰	9,850 ⁰⁰
54	Patching Road	20	TONS	143 ⁷⁵	2,875 ⁰⁰
55	Recompact Subbase	72	SY	66 ⁰⁰	4,752 ⁰⁰
56	Mill Joint	1	EA	1,100 ⁰⁰	1,100 ⁰⁰
57	Mill 1.5" - 0" Asphalt	2,753	SY	2 ⁰⁰	5,506 ⁰⁰
58	Leveling	155	TONS	112 ⁶⁰	17,453 ⁰⁰
59	9.5mm Asphalt Pavement Overlay	790	TONS	110 ⁰⁰	86,979 ⁰⁰
60	Stop Bar (Thermo)	3	EA	105 ⁰⁰	315 ⁰⁰
61	Shoulder Grading	0.26	LM	11,500 ⁰⁰	2,990 ⁰⁰
				Sub Total	\$ 136,820 ⁰⁰

MIDWAY STREET, MARION COURT, & WILLARD COURT (0.86 MILES)

ITEM		UNIT				
NO.	DESCRIPTION	QTY	UNIT	PRICE	EXTENSION	
62	Mobilization & Demobilization	1	LS	\$ 5,000 ⁰⁰	\$ 5,000 ⁰⁰	
63	Traffic Control	1	LS	10,250 ⁰⁰	10,250 ⁰⁰	
64	Patching Road	68	TONS	146 ⁸⁰	9,982 ⁴⁰	
65	Mill Joint	1	EA	1,100 ⁰⁰	1,100 ⁰⁰	
66	Leveling	500	TONS	114 ¹⁵	57,075 ⁰⁰	
67	9.5mm Asphalt Pavement Overlay	930	TONS	112 ⁰⁰	104,160 ⁰⁰	
68	Stop Bar (Thermo)	4	EA	105 ⁰⁰	420 ⁰⁰	
69	Shoulder Grading	0.86	LM	11,500 ⁰⁰	9,890 ⁰⁰	
Sub Total					\$ 197,877 ⁴⁰	

COUNTRY DRIVE, VILLAGE LANE, & TOWNE LANE (0.56 MILES)

ITEM		UNIT				
NO.	DESCRIPTION	QTY	UNIT	PRICE	EXTENSION	
70	Mobilization & Demobilization	1	LS	\$ 5,000 ⁰⁰	\$ 5,000 ⁰⁰	
71	Traffic Control	1	LS	10,000 ⁰⁰	10,000 ⁰⁰	
72	Patching Road	32	TONS	150 ⁰⁰	4,800 ⁰⁰	
73	Mill Joint	1	EA	1,100 ⁰⁰	1,100 ⁰⁰	
75	Replace Existing Curb	160	LF	56 ⁸⁶	9,097 ⁶⁰	
76	Leveling	320	TONS	115 ⁶⁰	36,992 ⁰⁰	
77	9.5mm Asphalt Pavement Overlay	650	TONS	112 ⁹⁰	73,385 ⁰⁰	
78	Stop Bar (Thermo)	3	EA	105 ⁰⁰	315 ⁰⁰	
79	Shoulder Grading	0.38	LM	11,500 ⁰⁰	4,370 ⁰⁰	
Sub Total					\$ 145,059 ⁶⁰	

**CREEK ISLE DRIVE, CREEKVIEW DRIVE, MUCKALEE LANE,
& PINEVIEW DRIVE (1.34 MILES)**

ITEM		UNIT				
NO.	DESCRIPTION	QTY	UNIT	PRICE	EXTENSION	
80	Mobilization & Demobilization	1	LS	\$ 5,000 ⁰⁰	\$ 5,000 ⁰⁰	
81	Traffic Control	1	LS	11,250 ⁰⁰	11,250 ⁰⁰	
82	Patching Road	16	TONS	150 ⁰⁰	2,400 ⁰⁰	
83	Mill Joint	2	EA	1,100 ⁰⁰	2,200 ⁰⁰	
84	Leveling	710	TONS	115 ⁶⁰	82,076 ⁰⁰	
85	9.5mm Asphalt Pavement Overlay	1260	TONS	112 ⁹⁰	142,254 ⁰⁰	
86	Stop Bar (Thermo)	5	EA	105 ⁰⁰	525 ⁰⁰	
87	Shoulder Grading	1.34	LM	11,500 ⁰⁰	15,410 ⁰⁰	
Sub Total					\$ 261,115 ⁰⁰	

PINEWOOD ROAD (3 MILES)

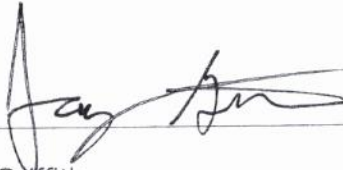
ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENSION
88	Mobilization & Demobilization	1	LS	\$ 5,950 ⁰⁰	\$ 5,950 ⁰⁰
89	Traffic Control	1	LS	17,375 ⁰⁰	17,375 ⁰⁰
90	Patching Road	178	TONS	155 ⁰⁰	27,590 ⁰⁰
91	Mill Down Bridge Approaches	4	EA	1,325 ⁰⁰	5,300 ⁰⁰
92	Leveling	1820	TONS	117 ¹⁵	213,213 ⁰⁰
93	9.5mm Asphalt Pavement Overlay	2860	TONS	114 ²⁰	326,612 ⁰⁰
94	Solid White Striping, Fog Lines	6	LM	2,625 ⁰⁰	15,750 ⁰⁰
95	Yellow Striping, Centerline Replaced In-Kind	3	LM	3,950 ⁰⁰	11,850 ⁰⁰
96	Stop Bar (Thermo)	5	EA	105 ⁰⁰	525 ⁰⁰
97	Thermo Rumble Strips (Set of 3)	1	EA	2,350 ⁰⁰	2,350 ⁰⁰
98	Raised Pavement Markers	3	LM	1,260 ⁰⁰	3,780 ⁰⁰
99	Shoulder Grading	4	LM	11,500 ⁰⁰	46,000 ⁰⁰
				Sub Total	\$ 676,295 ⁰⁰

NEW YORK ROAD (3.77 Miles)

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENSION
100	Mobilization & Demobilization	1	LS	\$ 9,250 ⁰⁰	\$ 9,250 ⁰⁰
101	Traffic Control	1	LS	21,800 ⁰⁰	21,800 ⁰⁰
102	Patching Road	186	TONS	155 ⁰⁰	28,830 ⁰⁰
103	Widening	1946	TONS	120 ⁵⁰	234,493 ⁰⁰
104	Mill Joint	3	EA	1,100 ⁰⁰	3,300 ⁰⁰
105	Leveling	2175	TONS	117 ¹⁵	254,801 ²⁵
106	9.5mm Asphalt Pavement Overlay	3400	TONS	114 ²⁰	388,280 ⁰⁰
107	Solid White Striping, Fog Lines	7.54	LM	2,625 ⁰⁰	19,792 ⁵⁰
108	Yellow Striping, Centerline Replaced In-Kind	3.77	LM	3,950 ⁰⁰	14,891 ⁵⁰
109	Stop Bar (Thermo)	2	EA	105 ⁰⁰	210 ⁰⁰
110	Raised Pavement Markers	3.77	LM	1,260 ⁰⁰	4,750 ³⁰
111	Shoulder Grading	3.77	LM	13,500 ⁰⁰	50,895 ⁰⁰
				Sub Total	\$ 1,051,293 ⁴⁵

CHOOKEE ROAD (1.15 MILES)

ITEM NO.	DESCRIPTION	QTY	UNIT	PRICE	EXTENSION
112	Mobilization & Demobilization	1	LS	\$ 5,950 ⁰⁰	\$ 5,950 ⁰⁰
113	Traffic Control	1	LS	11,000 ⁰⁰	11,000 ⁰⁰
114	Patching Road	173	TONS	162 ⁰⁰	28,026 ⁰⁰
115	Mill Down Bridge Approaches	2	EA	1,150 ⁰⁰	2,300 ⁰⁰
116	Mill Joint	1	EA	1,100 ⁰⁰	1,100 ⁰⁰
117	Leveling	600	TONS	120 ⁶⁵	72,090 ⁰⁰
118	9.5mm Asphalt Pavement Overlay	925	TONS	116 ⁹⁰	108,132 ⁵⁰
119	Solid White Striping, Fog Lines	2.3	LM	2,625 ⁰⁰	6,037 ⁵⁰
120	Yellow Striping, Centerline Replaced In-Kind	1.15	LM	3,950 ⁰⁰	4,542 ⁵⁰
121	Stop Bar (Thermo)	2	EA	105 ⁰⁰	210 ⁰⁰
122	Raised Pavement Markers	1.15	LM	1,260 ⁰⁰	1,449 ⁰⁰
123	Thermo Rumble Strips (Set of Three)	1	EA	2,350 ⁰⁰	2,350 ⁰⁰
124	Shoulder Grading	1.15	LM	11,500 ⁰⁰	13,225 ⁰⁰
				Sub Total	\$ 256,412 ⁵⁰
				TOTAL FOR ALL ROADS	\$ 5,032,661 ⁷⁵

Authorized Signature:  Title: Vice President

Name Printed: Jay Griffith Date: 12/11/23

**Invitation to Bid
Road Resurfacing Services
RFP# 121123**

Bid Form

Name of Bidder/ Vendor: Griffin Grading & Concrete, LLC
 Contact Person: Andrew M. Poe andypoe@griffingrading.us 229-276-0888
Alejandro Barrios barrios@griffingrading.us 229-276-0888
 Mailing Address: 1179 US-280
Cordele, GA 31015
 Telephone: 229-276-0888
 Email: andypoe@griffingrading.us

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.

Incidentals					
1	Bonding & Insurance	1	LS	\$31,122.51	\$31,122.51

WINNSTEAD DRIVE, PEBBLE RIDGE DRIVE, LONGLEAF DRIVE, WIREGRASS WAY, & DANBURY LANE (4.83 MILES)
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ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENSION
2	Mobilization & Demobilization	1	LS	\$2,055.06	\$2,055.06
3	Traffic Control	1	LS	\$16,254.06	\$16,254.06
4	Road Patch	1194	TONS	\$139.75	\$166,861.50
5	Mill Joint	2	EA	\$1,181.68	\$2,363.36
6	Mill 1.5" - 0" Asphalt	8783	SY	\$1.34	\$11,769.22
7	Leveling	2270	TONS	\$121.59	\$276,009.30
8	9.5mm Asphalt Pavement Overlay	5060	TONS	\$121.58	\$615,194.80
9	Solid White Striping, Fog Lines	7.78	LM	\$1,400.00	\$10,892.00
10	Yellow Striping, Centerline Replaced In-Kind	3.89	LM	\$2,800.00	\$10,892.00
12	Adjust Water Valve to Grade	9	EA	\$365.98	\$3,293.82
13	Stop Bar (Thermo)	14	EA	\$250.00	\$3,500.00
14	Shoulder Grading	3.78	LM	\$4,866.90	\$18,396.88
Sub Total					\$1,137,482.00

**CAMBRIDGE ROAD, BERKELEY ROAD, HALIFAX PLACE, WARRINGTON ROAD,
AYLESBURY PLACE, MARGATE DRIVE, & ARGYLL PLACE (1.70 MILES)**

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT	
				PRICE	EXTENSION
15	Mobilization & Demobilization	1	LS	\$2,055.06	\$2,055.06
16	Traffic Control	1	LS	\$19,446.61	\$19,446.61
17	Road Patch	187	TONS	\$164.90	\$30,836.30
18	Mill Joint	4	EA	\$1,181.67	\$4,726.68
19	Leveling	975	TONS	\$121.59	\$118,550.25
20	9.5mm Asphalt Pavement Overlay	1,770	TONS	\$121.58	\$215,196.60
21	Solid High Build White Striping, Fog Lines	0.76	LM	\$1,400.00	\$1,064.00
22	High Build Yellow Centerline Striping, In-Kind	0.38	LM	\$2,800.00	\$1,064.00
23	Adjust Water Valve to Grade	7	EA	\$365.98	\$2,561.86
24	Thermo Stop Bars	11	EA	\$250.00	\$2,750.00
25	Shoulder Grading	1.7	LM	\$4,866.32	\$8,272.74
				Sub Total	\$406,524.10

**KNOLLWOOD DRIVE, CAROWIND DRIVE, FOXWORTH DRIVE, CREEKSHIRE
COURT, & COOSAW COURT (1.90 MILE)**

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT	
				PRICE	EXTENSION
26	Mobilization & Demobilization	1	LS	\$1,027.53	\$1,027.53
27	Traffic Control	1	LS	\$15,508.09	\$15,508.09
28	Road Patch	140	TONS	\$229.23	\$32,092.20
29	Mill Joint	2	EA	\$1,181.68	\$2,363.36
30	Leveling (Carowind Gets 110lbs/SY)	1,220	TONS	\$121.59	\$148,339.80
31	9.5mm Asphalt Pavement Overlay	1,975	TONS	\$121.58	\$240,120.50
32	Thermo Stop Bars	9	EA	\$250.00	\$2,250.00
33	Shoulder Grading	1.9	LM	\$4,867.05	\$9,247.40
				Sub Total	\$450,948.88

**SPRINGLAKE DRIVE, CARILLION COURT, VICTORIAN COURT,
& RED BAY COURT (0.96 MILES)**

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT	
				PRICE	EXTENSION
34	Mobilization & Demobilization	1	LS	\$2,055.06	\$2,055.06
35	Traffic Control	1	LS	\$7,754.06	\$7,754.06
36	Patching Road	50	TONS	\$186.66	\$9,333.00
37	Mill Joint	2	EA	\$590.84	\$1,181.68
38	Mill 1.5" - 0" Asphalt	4400	SY	\$1.34	\$5,896.00
39	Leveling	265	TONS	\$121.60	\$32,224.00
40	9.5mm Asphalt Pavement Overlay	1090	TONS	\$121.58	\$132,522.20
41	Rem. Asph. Speed Bump	2	EA	\$161.99	\$323.98
42	Adjust Water Valve to Grade	1	EA	\$365.98	\$365.98
43	Stop Bar (Thermo)	4	EA	\$250.00	\$1,000.00
44	Shoulder Grading	0.45	LM	\$4,865.47	\$2,189.46
Sub Total					\$194,845.42

HUNTINGDON DRIVE, & MORNING MIST DRIVE (0.79 MILES)

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT	
				PRICE	EXTENSION
45	Mobilization & Demobilization	1	LS	\$2,055.06	\$2,055.06
46	Traffic Control	1	LS	\$7,754.06	\$7,754.06
47	Mill Joint	1	EA	\$591.32	\$591.32
48	Mill 1.5" - 0" Asphalt	6,580	SY	\$1.34	\$8,817.20
49	9.5mm Asphalt Pavement Overlay	1,160	TONS	\$121.58	\$141,032.80
50	Stop Bar (Thermo)	7	EA	\$250.00	\$1,750.00
Sub Total					\$162,000.44

JOHNS DRIVE, DORIS DRIVE, & LAVENDER LANE (0.59 MILES)

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT	
				PRICE	EXTENSION
52	Mobilization & Demobilization	1	LS	\$2,055.06	\$2,055.06
53	Traffic Control	1	LS	\$7,754.06	\$7,754.06
54	Patching Road	20	TONS	\$309.97	\$6,199.40
55	Recompact Subbase	72	SY	\$23.34	\$1,680.48
56	Mill Joint	1	EA	\$591.32	\$591.32
57	Mill 1.5" - 0" Asphalt	2,753	SY	\$1.34	\$3,689.02
58	Leveling	155	TONS	\$121.57	\$18,843.35
59	9.5mm Asphalt Pavement Overlay	790	TONS	\$121.58	\$96,048.20
60	Stop Bar (Thermo)	3	EA	\$250.00	\$750.00
61	Shoulder Grading	0.26	LM	\$4,862.00	\$1,264.12
Sub Total					\$138,875.01

MIDWAY STREET, MARION COURT, & WILLARD COURT (0.86 MILES)

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENSION
62	Mobilization & Demobilization	1	LS	\$2,055.06	\$2,055.06
63	Traffic Control	1	LS	\$7,754.06	\$7,754.06
64	Patching Road	68	TONS	\$180.02	\$12,241.36
65	Mill Joint	1	EA	\$591.32	\$591.32
66	Leveling	500	TONS	\$121.59	\$60,795.00
67	9.5mm Asphalt Pavement Overlay	930	TONS	\$121.58	\$113,069.40
68	Stop Bar (Thermo)	4	EA	\$250.00	\$1,000.00
69	Shoulder Grading	0.86	LM	\$4,868.97	\$4,187.31
Sub Total					\$201,693.51

COUNTRY DRIVE, VILLAGE LANE, & TOWNE LANE (0.56 MILES)

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENSION
70	Mobilization & Demobilization	1	LS	\$2,055.06	\$2,055.06
71	Traffic Control	1	LS	\$7,754.06	\$7,754.06
72	Patching Road	32	TONS	\$265.01	\$8,480.32
73	Mill Joint	1	EA	\$591.32	\$591.32
75	Replace Existing Curb	160	LF	\$54.40	\$8,704.00
76	Leveling	320	TONS	\$121.58	\$38,905.60
77	9.5mm Asphalt Pavement Overlay	650	TONS	\$121.57	\$79,020.50
78	Stop Bar (Thermo)	3	EA	\$250.00	\$750.00
79	Shoulder Grading	0.38	LM	\$4,871.13	\$1,851.03
Sub Total					\$148,111.89

**CREEK ISLE DRIVE, CREEKVIEW DRIVE, MUCKALEE LANE,
& PINEVIEW DRIVE (1.34 MILES)**

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENSION
80	Mobilization & Demobilization	1	LS	\$2,055.06	\$2,055.06
81	Traffic Control	1	LS	\$9,692.56	\$9,692.56
82	Patching Road	16	TONS	\$200.79	\$6,425.28
83	Mill Joint	2	EA	\$590.84	\$1,181.68
84	Leveling	710	TONS	\$121.59	\$86,328.90
85	9.5mm Asphalt Pavement Overlay	1260	TONS	\$121.58	\$153,190.80
86	Stop Bar (Thermo)	5	EA	\$250.00	\$1,250.00
87	Shoulder Grading	1.34	LM	\$4,868.53	\$6,523.83
Sub Total					\$266,648.11

PINEWOOD ROAD (3 MILES)

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT	
				PRICE	EXTENSION
88	Mobilization & Demobilization	1	LS	\$2,055.06	\$2,055.06
89	Traffic Control	1	LS	\$33,823.63	\$33,823.63
90	Patching Road	178	TONS	\$167.96	\$29,896.88
91	Mill Down Bridge Approaches	4	EA	\$1,155.35	\$4,621.40
92	Leveling	1820	TONS	\$121.59	\$221,293.80
93	9.5mm Asphalt Pavement Overlay	2860	TONS	\$121.58	\$347,718.80
94	Solid White Striping, Fog Lines	6	LM	\$1,400.00	\$8,400.00
95	Yellow Striping, Centerline Replaced In-Kind	3	LM	\$2,800.00	\$8,400.00
96	Stop Bar (Thermo)	5	EA	\$250.00	\$1,250.00
97	Thermo Rumble Strips (Set of 3)	1	EA	\$1,500.00	\$1,500.00
98	Raised Pavement Markers	3	LM	\$1,050.00	\$3,150.00
99	Shoulder Grading	4	LM	\$4,867.50	\$19,470.00
				Sub Total	\$681,579.57

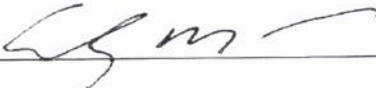
NEW YORK ROAD (3.77 Miles)

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT	
				PRICE	EXTENSION
100	Mobilization & Demobilization	1	LS	\$2,055.06	\$2,055.06
101	Traffic Control	1	LS	\$44,077.69	\$44,077.69
102	Patching Road	186	TONS	\$165.23	\$30,732.78
103	Widening	1946	TONS	\$150.23	\$292,347.58
104	Mill Joint	3	EA	\$590.99	\$1,772.97
105	Leveling	2175	TONS	\$121.59	\$264,458.25
106	9.5mm Asphalt Pavement Overlay	3400	TONS	\$121.58	\$413,372.00
107	Solid White Striping, Fog Lines	7.54	LM	\$1,400.00	\$10,556.00
108	Yellow Striping, Centerline Replaced In-Kind	3.77	LM	\$2,800.00	\$10,556.00
109	Stop Bar (Thermo)	2	EA	\$250.00	\$500.00
110	Raised Pavement Markers	3.77	LM	\$1,050.00	\$3,958.50
111	Shoulder Grading	3.77	LM	\$4,867.03	\$18,348.70
				Sub Total	\$1,092,735.53

CHOKEE ROAD (1.15 MILES)

ITEM NO.	DESCRIPTION	QTY	UNIT	PRICE	EXTENSION
112	Mobilization & Demobilization	1	LS	\$2,055.06	\$2,055.06
113	Traffic Control	1	LS	\$16,992.56	\$16,992.56
114	Patching Road	173	TONS	\$151.98	\$26,292.54
115	Mill Down Bridge Approaches	2	EA	\$590.84	\$1,181.68
116	Mill Joint	1	EA	\$591.32	\$591.32
117	Leveling	600	TONS	\$121.59	\$72,954.00
118	9.5mm Asphalt Pavement Overlay	925	TONS	\$121.58	\$112,461.50
119	Solid White Striping, Fog Lines	2.3	LM	\$1,400.00	\$3,220.00
120	Yellow Striping, Centerline Replaced In-Kind	1.15	LM	\$2,800.00	\$3,220.00
121	Stop Bar (Thermo)	2	EA	\$250.00	\$500.00
122	Raised Pavement Markers	1.15	LM	\$1,050.00	\$1,207.50
123	Thermo Rumble Strips (Set of Three)	1	EA	\$1,500.00	\$1,500.00
124	Shoulder Grading	1.15	LM	\$8,203.37	\$9,433.88
				Sub Total	\$249,554.98

TOTAL FOR ALL ROADS \$5,164,177.01

Authorized Signature:  Title: President
 Name Printed: Andrew M. Poë Date: 12/11/2023

**Invitation to Bid
Road Resurfacing Services
RFP# 121123**

Bid Form

Name of Bidder/ Vendor: Reeves Construction Company

Contact Person: Dean Hayman - West Region Manager

Mailing Address: 2615 Old Jim Davis Road

Albany, GA 31721

Telephone: (229) 883-8011

Email: dhayman@reevescc.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.

Incidentals					
1	Bonding & Insurance	1	LS	\$ 25,750.00	\$ 25,750.00

WINNSTEAD DRIVE, PEBBLE RIDGE DRIVE, LONGLEAF DRIVE, WIREGRASS WAY, & DANBURY LANE (4.83 MILES)
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ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENSION
2	Mobilization & Demobilization	1	LS	\$ 12,000.00	\$ 12,000.00
3	Traffic Control	1	LS	\$ 52,500.00	\$ 52,500.00
4	Road Patch	1194	TONS	\$ 165.00	\$ 197,010.00
5	Mill Joint	2	EA	\$ 1,000.00	\$ 2,000.00
6	Mill 1.5" - 0" Asphalt	8783	SY	\$ 2.75	\$ 24,153.25
7	Leveling	2270	TONS	\$ 107.00	\$ 242,890.00
8	9.5mm Asphalt Pavement Overlay	5060	TONS	\$ 106.00	\$ 536,360.00
9	Solid White Striping, Fog Lines	7.78	LM	\$ 2,600.00	\$ 20,228.00
10	Yellow Striping, Centerline Replaced In-Kind	3.89	LM	\$ 3,900.00	\$ 15,171.00
12	Adjust Water Valve to Grade	9	EA	\$ 1,200.00	\$ 10,800.00
13	Stop Bar (Thermo)	14	EA	\$ 105.00	\$ 1,470.00
14	Shoulder Grading	3.78	LM	\$ 11,000.00	\$ 41,580.00
Sub Total					\$ 1,156,162.25

**CAMBRIDGE ROAD, BERKELEY ROAD, HALIFAX PLACE, WARRINGTON ROAD,
AYLESBURY PLACE, MARGATE DRIVE, & ARGYLL PLACE (1.70 MILES)**

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT	
				PRICE	EXTENSION
15	Mobilization & Demobilization	1	LS	\$ 12,000.00	\$ 12,000.00
16	Traffic Control	1	LS	\$ 23,500.00	\$ 23,500.00
17	Road Patch	187	TONS	\$ 180.00	\$ 33,660.00
18	Mill Joint	4	EA	\$ 1,000.00	\$ 4,000.00
19	Leveling	975	TONS	\$ 126.00	\$ 122,850.00
20	9.5mm Asphalt Pavement Overlay	1,770	TONS	\$ 111.00	\$ 196,470.00
21	Solid High Build White Striping, Fog Lines	0.76	LM	\$ 2,600.00	\$ 1,976.00
22	High Build Yellow Centerline Striping, In-Kind	0.38	LM	\$ 3,900.00	\$ 1,482.00
23	Adjust Water Valve to Grade	7	EA	\$ 1,200.00	\$ 8,400.00
24	Thermo Stop Bars	11	EA	\$ 105.00	\$ 1,155.00
25	Shoulder Grading	1.7	LM	\$ 11,000.00	\$ 18,700.00
				Sub Total	\$ 424,193.00

**KNOLLWOOD DRIVE, CAROWIND DRIVE, FOXWORTH DRIVE, CREEKSHIRE
COURT, & COOSAW COURT (1.90 MILE)**

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT	
				PRICE	EXTENSION
26	Mobilization & Demobilization	1	LS	\$ 12,000.00	\$ 12,000.00
27	Traffic Control	1	LS	\$ 24,500.00	\$ 24,500.00
28	Road Patch	140	TONS	\$ 210.00	\$ 29,400.00
29	Mill Joint	2	EA	\$ 1,000.00	\$ 2,000.00
30	Leveling (Carowind Gets 110lbs/SY)	1,220	TONS	\$ 116.00	\$ 141,520.00
31	9.5mm Asphalt Pavement Overlay	1,975	TONS	\$ 110.00	\$ 217,250.00
32	Thermo Stop Bars	9	EA	\$ 105.00	\$ 945.00
33	Shoulder Grading	1.9	LM	\$ 11,000.00	\$ 20,900.00
				Sub Total	\$ 448,515.00

**SPRINGLAKE DRIVE, CARILLION COURT, VICTORIAN COURT,
& RED BAY COURT (0.96 MILES)**

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT	
				PRICE	EXTENSION
34	Mobilization & Demobilization	1	LS	\$ 10,000.00	\$ 10,000.00
35	Traffic Control	1	LS	\$ 4,000.00	\$ 4,000.00
36	Patching Road	50	TONS	\$ 300.00	\$ 15,000.00
37	Mill Joint	2	EA	\$ 1,000.00	\$ 2,000.00
38	Mill 1.5" - 0" Asphalt	4400	SY	\$ 3.50	\$ 15,400.00
39	Leveling	265	TONS	\$ 120.00	\$ 31,800.00
40	9.5mm Asphalt Pavement Overlay	1090	TONS	\$ 115.00	\$ 125,350.00
41	Rem. Asph. Speed Bump	2	EA	\$ 500.00	\$ 1,000.00
42	Adjust Water Valve to Grade	1	EA	\$ 1,200.00	\$ 1,200.00
43	Stop Bar (Thermo)	4	EA	\$ 105.00	\$ 420.00
44	Shoulder Grading	0.45	LM	\$ 20,000.00	\$ 9,000.00
Sub Total					\$ 215,170.00

HUNTINGDON DRIVE, & MORNING MIST DRIVE (0.79 MILES)

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT	
				PRICE	EXTENSION
45	Mobilization & Demobilization	1	LS	\$ 7,500.00	\$ 7,500.00
46	Traffic Control	1	LS	\$ 5,000.00	\$ 5,000.00
47	Mill Joint	1	EA	\$ 1,000.00	\$ 1,000.00
48	Mill 1.5" - 0" Asphalt	6,580	SY	\$ 2.50	\$ 16,450.00
49	9.5mm Asphalt Pavement Overlay	1,160	TONS	\$ 106.00	\$ 122,960.00
50	Stop Bar (Thermo)	7	EA	\$ 105.00	\$ 735.00
Sub Total					\$ 153,645.00

JOHNS DRIVE, DORIS DRIVE, & LAVENDER LANE (0.59 MILES)

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT	
				PRICE	EXTENSION
52	Mobilization & Demobilization	1	LS	\$ 7,500.00	\$ 7,500.00
53	Traffic Control	1	LS	\$ 6,000.00	\$ 6,000.00
54	Patching Road	20	TONS	\$ 350.00	\$ 7,000.00
55	Recompact Subbase	72	SY	\$ 40.00	\$ 2,880.00
56	Mill Joint	1	EA	\$ 1,000.00	\$ 1,000.00
57	Mill 1.5" - 0" Asphalt	2,753	SY	\$ 3.25	\$ 8,947.25
58	Leveling	155	TONS	\$ 142.00	\$ 22,010.00
59	9.5mm Asphalt Pavement Overlay	790	TONS	\$ 110.00	\$ 86,900.00
60	Stop Bar (Thermo)	3	EA	\$ 105.00	\$ 315.00
61	Shoulder Grading	0.26	LM	\$ 35,000.00	\$ 9,100.00
Sub Total					\$ 151,652.25

MIDWAY STREET, MARION COURT, & WILLARD COURT (0.86 MILES)

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT	
				PRICE	EXTENSION
62	Mobilization & Demobilization	1	LS	\$ 10,000.00	\$ 10,000.00
63	Traffic Control	1	LS	\$ 12,000.00	\$ 12,000.00
64	Patching Road	68	TONS	\$ 175.00	\$ 11,900.00
65	Mill Joint	1	EA	\$ 1,000.00	\$ 1,000.00
66	Leveling	500	TONS	\$ 122.00	\$ 61,000.00
67	9.5mm Asphalt Pavement Overlay	930	TONS	\$ 112.00	\$ 104,160.00
68	Stop Bar (Thermo)	4	EA	\$ 105.00	\$ 420.00
69	Shoulder Grading	0.86	LM	\$ 12,000.00	\$ 10,320.00
Sub Total					\$ 210,800.00

COUNTRY DRIVE, VILLAGE LANE, & TOWNE LANE (0.56 MILES)

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT	
				PRICE	EXTENSION
70	Mobilization & Demobilization	1	LS	\$ 10,000.00	\$ 10,000.00
71	Traffic Control	1	LS	\$ 6,000.00	\$ 6,000.00
72	Patching Road	32	TONS	\$ 265.00	\$ 8,480.00
73	Mill Joint	1	EA	\$ 1,000.00	\$ 1,000.00
75	Replace Existing Curb	160	LF	\$ 50.00	\$ 8,000.00
76	Leveling	320	TONS	\$ 116.00	\$ 37,120.00
77	9.5mm Asphalt Pavement Overlay	650	TONS	\$ 115.00	\$ 74,750.00
78	Stop Bar (Thermo)	3	EA	\$ 105.00	\$ 315.00
79	Shoulder Grading	0.38	LM	\$ 25,000.00	\$ 9,500.00
Sub Total					\$ 155,165.00

**CREEK ISLE DRIVE, CREEKVIEW DRIVE, MUCKALEE LANE,
& PINEVIEW DRIVE (1.34 MILES)**

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT	
				PRICE	EXTENSION
80	Mobilization & Demobilization	1	LS	\$ 10,000.00	\$ 10,000.00
81	Traffic Control	1	LS	\$ 14,000.00	\$ 14,000.00
82	Patching Road	16	TONS	\$ 400.00	\$ 6,400.00
83	Mill Joint	2	EA	\$ 1,000.00	\$ 2,000.00
84	Leveling	710	TONS	\$ 119.00	\$ 84,490.00
85	9.5mm Asphalt Pavement Overlay	1260	TONS	\$ 110.00	\$ 138,600.00
86	Stop Bar (Thermo)	5	EA	\$ 105.00	\$ 525.00
87	Shoulder Grading	1.34	LM	\$ 11,000.00	\$ 14,740.00
Sub Total					\$ 270,755.00

PINEWOOD ROAD (3 MILES)

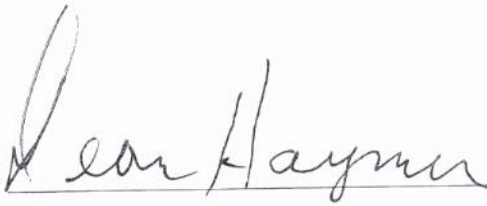
ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT	
				PRICE	EXTENSION
88	Mobilization & Demobilization	1	LS	\$ 10,000.00	\$ 10,000.00
89	Traffic Control	1	LS	\$ 56,000.00	\$ 56,000.00
90	Patching Road	178	TONS	\$ 225.00	\$ 40,050.00
91	Mill Down Bridge Approaches	4	EA	\$ 2,000.00	\$ 8,000.00
92	Leveling	1820	TONS	\$ 106.00	\$ 192,920.00
93	9.5mm Asphalt Pavement Overlay	2860	TONS	\$ 107.00	\$ 306,020.00
94	Solid White Striping, Fog Lines	6	LM	\$ 2,600.00	\$ 15,600.00
95	Yellow Striping, Centerline Replaced In-Kind	3	LM	\$ 3,900.00	\$ 11,700.00
96	Stop Bar (Thermo)	5	EA	\$ 105.00	\$ 525.00
97	Thermo Rumble Strips (Set of 3)	1	EA	\$ 2,500.00	\$ 2,500.00
98	Raised Pavement Markers	3	LM	\$ 1,275.00	\$ 3,825.00
99	Shoulder Grading	4	LM	\$ 11,000.00	\$ 44,000.00
				Sub Total	\$ 691,140.00

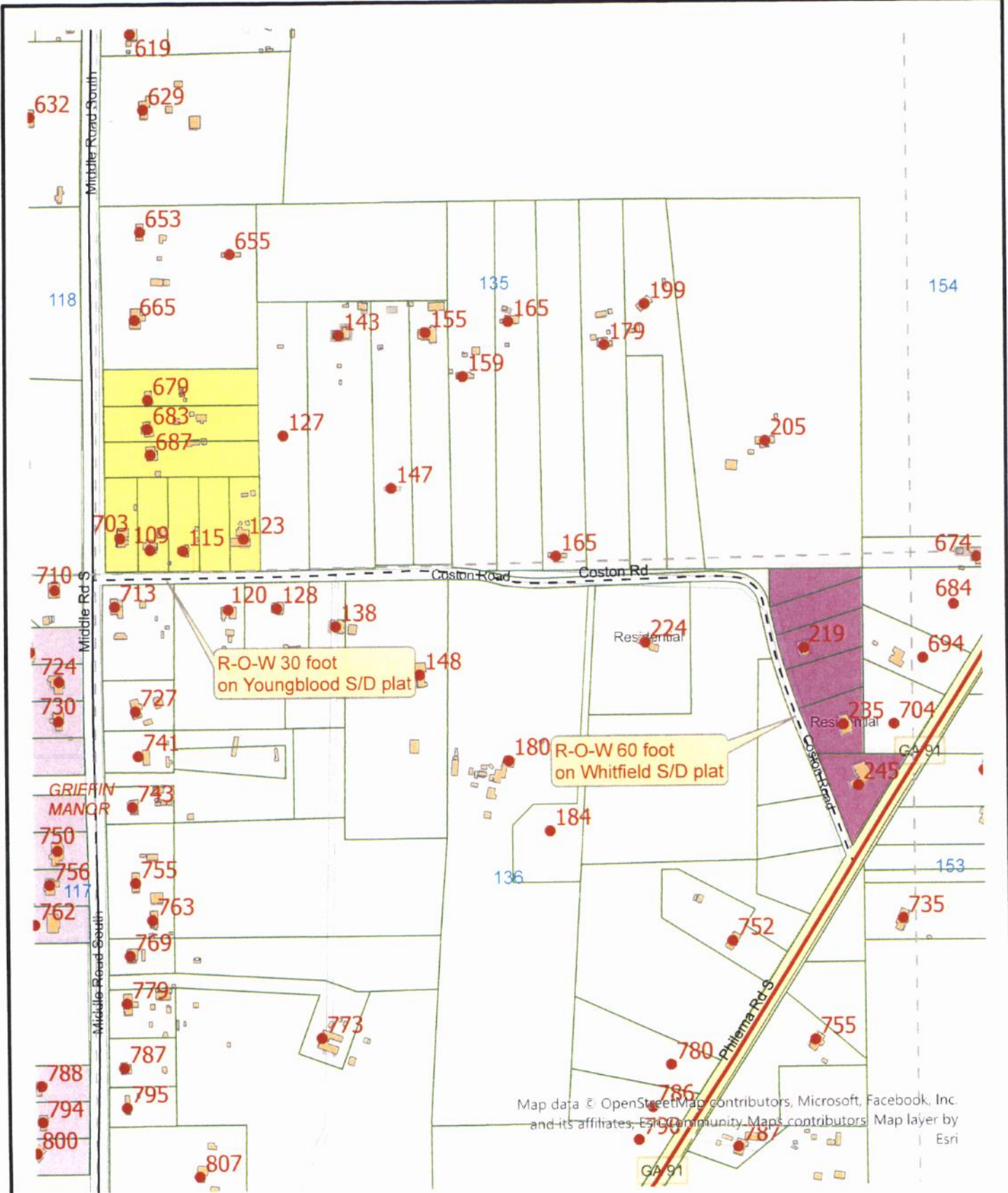
NEW YORK ROAD (3.77 Miles)

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT	
				PRICE	EXTENSION
100	Mobilization & Demobilization	1	LS	\$ 10,000.00	\$ 10,000.00
101	Traffic Control	1	LS	\$ 70,000.00	\$ 70,000.00
102	Patching Road	186	TONS	\$ 215.00	\$ 39,990.00
103	Widening	1946	TONS	\$ 119.00	\$ 231,574.00
104	Mill Joint	3	EA	\$ 1,000.00	\$ 3,000.00
105	Leveling	2175	TONS	\$ 106.00	\$ 230,550.00
106	9.5mm Asphalt Pavement Overlay	3400	TONS	\$ 103.00	\$ 350,200.00
107	Solid White Striping, Fog Lines	7.54	LM	\$ 2,600.00	\$ 19,604.00
108	Yellow Striping, Centerline Replaced In-Kind	3.77	LM	\$ 3,900.00	\$ 14,703.00
109	Stop Bar (Thermo)	2	EA	\$ 105.00	\$ 210.00
110	Raised Pavement Markers	3.77	LM	\$ 1,275.00	\$ 4,806.75
111	Shoulder Grading	3.77	LM	\$ 11,000.00	\$ 41,470.00
				Sub Total	\$ 1,016,107.75

CHOKEE ROAD (1.15 MILES)

ITEM NO.	DESCRIPTION	QTY	UNIT	PRICE	EXTENSION
112	Mobilization & Demobilization	1	LS	\$ 10,000.00	\$ 10,000.00
113	Traffic Control	1	LS	\$ 25,000.00	\$ 25,000.00
114	Patching Road	173	TONS	\$ 220.00	\$ 38,060.00
115	Mill Down Bridge Approaches	2	EA	\$ 2,200.00	\$4,400.00
116	Mill Joint	1	EA	\$ 1,000.00	\$1,000.00
117	Leveling	600	TONS	\$ 108.00	\$64,800.00
118	9.5mm Asphalt Pavement Overlay	925	TONS	\$ 105.00	\$97,125.00
119	Solid White Striping, Fog Lines	2.3	LM	\$ 2,600.00	\$5,980.00
120	Yellow Striping, Centerline Replaced In-Kind	1.15	LM	\$ 3,900.00	\$4,485.00
121	Stop Bar (Thermo)	2	EA	\$ 105.00	\$210.00
122	Raised Pavement Markers	1.15	LM	\$ 1,275.00	\$1,466.25
123	Thermo Rumble Strips (Set of Three)	1	EA	\$ 2,500.00	\$2,500.00
124	Shoulder Grading	1.15	LM	\$ 11,000.00	\$12,650.00
Sub Total					\$267,676.25
TOTAL FOR ALL ROADS					\$5,186,731.50

Authorized Signature:  Title: West Region Manager
 Name Printed: Dean Hayman Date: December 11, 2023



Youngblood S/D (1980)
Whitfield S/D (1993)

0 275 550 US Feet



STATE OF GEORGIA

COUNTY OF LEE

**FIRST AMENDMENT TO INTERGOVERNMENTAL CONTRACT FOR THE USE
AND DISTRIBUTION OF PROCEEDS FROM THE 2025 SPECIAL PURPOSE
LOCAL OPTION SALES TAX (SPLOST VIII) FOR CAPITAL OUTLAY PROJECTS**

This First Amendment to the Intergovernmental Contract for the Use and Distribution of Proceeds from the 2025 Special Purpose Local Option Sales Tax (SPLOST VIII) for Capital Outlay Projects by and between **The Board of Commissioners of Lee County**, a political subdivision of the State of Georgia (the "County"), and **the City of Leesburg, Georgia** ("City of Leesburg"); and **the City of Smithville, Georgia**, ("City of Smithville") both cities being municipal corporations of the State of Georgia and being sometimes referred to herein as the "Municipalities," individually and collectively.

WITNESSETH:

WHEREAS, the County, and the Municipalities entered into an "Intergovernmental Contract for the Use and Distribution of Proceeds from the 2025 Special Purpose Local Option Sales Tax (SPLOST VIII) for Capital Outlay Projects" effective as of November 7, 2023; and

WHEREAS, the referendum authorized by the Intergovernmental Contract has not yet been held; and

WHEREAS, the County, and the Municipalities deem it appropriate to amend the Intergovernmental Contract in accord with the terms of this First Amendment.

NOW THEREFORE, in consideration of the mutual promises and understandings made in this First Amendment, and for other good and valuable consideration, the County and the Municipalities agree to amend the Intergovernmental Contract as follows:

1. The provisions of Section 1(A) of the Intergovernmental Contract are amended by adding thereto a new Section 1(A)(v), which shall provide as follows:

(v) If the imposition of the SPLOST which is the subject of the Intergovernmental Contract is approved by the voters at the referendum held for such purpose, then such vote shall also constitute approval of the issuance of General Obligation Debt of Lee County, Georgia in the principal amount of \$7,000,000.00 for the authorized County Projects as determined by the County.

2. All of the other terms, conditions, and obligations appearing in the Intergovernmental Contract not amended, modified, or revised by the terms of this First Amendment shall remain in full force and effect and shall not be affected by the provisions of this First Amendment except as specifically provided in this First Amendment.

IN WITNESS WHEREOF, the County and the Municipalities acting through their duly authorized agents have caused this First Amendment to be signed, sealed and delivered effective the date and year first above written.

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

By: _____
Chairman

Attest: _____
Clerk

City of Leesburg, Georgia

By: _____
Mayor

Attest: _____
City Clerk

City of Smithville, Georgia

By: _____
Mayor

Attest: _____
City Clerk

**FIRST AMENDMENT TO A RESOLUTION OF THE
BOARD OF COMMISSIONERS OF LEE COUNTY, GEORGIA
APPROVING NOTICE OF SPECIAL ELECTION, CALL OF SPECIAL
ELECTION, AND BALLOT QUESTION IN CONNECTION WITH THE
2025 SPECIAL PURPOSE LOCAL OPTION SALES TAX (SPLOST VIII)
FOR CAPITAL OUTLAY PROJECTS AND FOR OTHER PURPOSES**

WHEREAS, the Board of Commissioners of Lee County, the Mayor and City Council of the City of Leesburg, and the Mayor and City Council of the City of Smithville, have all approved an Intergovernmental Agreement regarding the use and distribution of proceeds from the 2025 Special Purpose Local Options Sales Tax (SPLOST VIII) for Capital Outlay Projects; and

WHEREAS, the Board of Commissioners of Lee County, the Mayor and City Council of the City of Leesburg, and the Mayor and City Council of the City of Smithville have all also approved a First Amendment to said Intergovernmental Contract effective as of the ____ day of _____, 2023; and

WHEREAS, the Board of Commissioners of Lee County also approved a Resolution dated November 14, 2023 entitled "A Resolution of the Board of Commissioners of Lee County, Georgia Approving Notice of Special Election, Call of Special Election, and Ballot Question in connection with the 2025 Special Purpose Local Option Sales Tax (SPLOST VIII) for Capital Outlay Projects and for other purposes; and

WHEREAS, the First Amendment to the Original Intergovernmental Agreement by and among the parties requires that the ballot question to be utilized in connection with the 2025 Special Purpose Local Option Sales Tax (SPLOST VIII) referendum be amended so as to provide that approval of the referendum also constitutes approval of the issuance of General Obligation Debt of the Lee County Board of Commissioners in the principal amount of \$7,000,000.00 to be utilized for the Projects approved in the Intergovernmental Contract.

NOW THEREFORE, be it resolved by the Board of Commissioners of Lee County, Georgia, and it is hereby resolved by authority of the same, that said Board of Commissioners approves this First Amendment to the Resolution of the Board of Commissioners Approving Notice of Special Election, Call of Special Election, and Ballot Question in Connection with the 2025 Special Purpose Local Option Sales Tax (SPLOST VIII) for Capital Outlay Projects so as to amend the ballot question to be utilized in connection with said referendum.

BE IT FURTHER RESOLVED that the Notice of Special Election attached hereto as Exhibit "A-1", the Call of the Special Election attached hereto as Exhibit "B-1", and the Ballot

Question attached hereto as Exhibit "C-1" are all hereby approved in connection with the calling of such SPLOST VIII referendum.

BE IT FURTHER RESOLVED that such Notices and Call of the Special Election shall be published in the legal organ of Lee County at such times and with such frequency as required by Georgia law in order to ensure the legal validity of such referendum.

BE IT FURTHER RESOLVED that the Notice of Special Election attached as Exhibit "A", the Call of the Special Election attached hereto as Exhibit "B", and the Ballot Question attached hereto as Exhibit "C" to the original Resolution are hereby deleted.

BE IT FURTHER RESOLVED that all Resolutions or parts of Resolutions in conflict herewith are hereby rescinded.

BE IT FURTHER RESOLVED that this Resolution shall become effective upon the date of its adoption by the governing body of Lee County.

SO RESOLVED, this _____ day of _____, 2023.

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

By: _____
Chairman

Attest: _____
Clerk

EXHIBIT "A-1"

NOTICE OF SPECIAL ELECTION

TO THE QUALIFIED VOTERS OF LEE COUNTY:

NOTICE IS HEREBY GIVEN that on the 12th day of March, 2024, an election will be held at the regular polling places in all the election districts of Lee County, at which time there will be submitted to the qualified voters of Lee County for their determination the following question:

- Yes Shall a special one percent sales and use tax be imposed in the special district of Lee County for a period of time not to exceed six (6) years and for the raising of an estimated amount of \$30,673,656.00 for the purposes of: (1) public safety capital projects, courthouse renovations and additions, water and sewer projects, roads, streets, and bridges, library projects, emergency 911 improvements projects, public facilities projects, recreation projects, capital equipment for use in voting in official elections or referendums, stormwater infrastructure, and public works renovations and equipment for Lee County, Georgia; (2) public safety capital projects and equipment, public facilities, renovations and construction, water and sewer system projects, roads, streets, and bridges projects, and stormwater projects for the City of Leesburg, Georgia; and (3) historical renovations projects, public safety projects and equipment, public works projects and equipment, water and sewer projects and equipment, roads, streets, and bridges projects, recreation projects and equipment, technology improvements for the City of Smithville, Georgia? If imposition of the tax is approved by the voters, such vote shall also constitute approval of the issuance of general obligation debt of the Board of Commissioners of Lee County, Georgia in the principal amount of \$7,000,000.00 for the above purposes."
- No

All qualified voters desiring to vote in favor of continuing the special 1% sales and use tax (the "Special 1% Tax") shall vote "Yes" and all qualified voters opposed to levying the Special 1% Tax shall vote "No". If more than one-half of the votes cast are in favor of continuing the Special 1% Tax then the Special 1% Tax shall be continued beginning October 1, 2025, and concluding September 30, 2031. The maximum period of time for which the Special 1% Tax shall be re-imposed shall be six (6) years.

The maximum cost of the capital outlay projects described in the above ballot question to be funded with Special 1% Tax proceeds, shall be \$30,673,656.00. To the extent available, Lee County may combine available funds from any state or federal governmental source to which Lee County may be entitled to pay the costs of its capital outlay projects, and it may choose what capital outlay projects to undertake or not undertake or to delay until additional funding is available to the extent that the proceeds of the Special 1% Tax and general obligation debt are insufficient to complete any of the capital outlay projects.

Plans and specifications for the capital outlay projects described in the above ballot question have not been initiated and bids have not been received. Depending upon acquisition and construction costs and available funds, Lee County may add to, modify, or delete specific projects.

Any brochures, listings or other advertisements issued by Lee County or by any other person, firm, corporation or association with the knowledge and consent of Lee County shall be deemed to be a statement of intention of Lee County concerning the use of the proceeds of the debt.

The several places for holding said election shall be at the regular and established voting precincts of the election districts of Lee County, Georgia, and the polls will be open from 7:00 a.m. to 7:00 p.m. on the date fixed for the election.

Those residents of Lee County qualified to vote at such election shall be determined in all respects in accordance with the election laws of the State of Georgia.

This notice is given pursuant to a resolution of the Lee County Board of Commissioners.

Chairman, Lee County Board of Commissioners

Clerk, Lee County Board of Commissioners

EXHIBIT "B-1"

CALL FOR SPECIAL ELECTION

Notice is hereby given that, in accordance with *O.C.G.A. §21-2-540*, a special election shall be held in Lee County on the date and in conjunction with the presidential preference primary on March 12, 2024, for the purpose of submitting to the voters the following question for approval or rejection:

Shall a special one percent sales and use tax be imposed in the special district of Lee County for a period of time not to exceed six (6) years and for the raising of an estimated amount of \$30,673,656.00 for the purposes of: (1) public safety capital projects, courthouse renovations and additions, water and sewer projects, roads, streets, and bridges, library projects, emergency 911 improvements projects, public facilities projects, recreation projects, capital equipment for use in voting in official elections or referendums, stormwater infrastructure, and public works renovations and equipment for Lee County, Georgia; (2) public safety capital projects and equipment, public facilities, renovations and construction, water and sewer system projects, roads, streets, and bridges projects, and stormwater projects for the City of Leesburg, Georgia; and (3) historical renovations projects, public safety projects and equipment, public works projects and equipment, water and sewer projects and equipment, roads, streets, and bridges projects, recreation projects and equipment, technology improvements for the City of Smithville, Georgia? If imposition of the tax is approved by the voters, such vote shall also constitute approval of the issuance of general obligation debt of the Board of Commissioners of Lee County, Georgia in the principal amount of \$7,000,000.00 for the above purposes."

All polling locations will be opened from 7:00 a.m. until 7:00 p.m. on the date fixed for the election.

The last day to register to vote or make address changes prior to this election will be February 12, 2024, through 5:00 pm.

Early/Absentee voting will be available. To obtain an absentee ballot by mail you may make written application to the Lee County Board of Elections, Post Office Box 326, Leesburg, Georgia 31763. Advance-in-Person Voting will be held at the Elections and Registration Office in the T. Page Tharp Governmental Building, 100 Starksville Ave., North, Suite C, Leesburg, GA.

This notice is given by order of the Board of Commissioners and the Board of Elections and Registration of Lee County on this the _____ day of _____, 2023.

Veronica M. Johnson
Supervisor of Elections

EXHIBIT "C-1"

**SPECIAL PURPOSE LOCAL OPTION SALES TAX REFERENDUM
BALLOT QUESTION**

- () Yes Shall a special one percent sales and use tax be imposed in the special district of Lee County for a period of time not to exceed six (6) years and for the raising of an estimated amount of \$30,673,656.00 for the purposes of: (1) public safety capital projects, courthouse renovations and additions, water and sewer projects, roads, streets, and bridges, library projects, emergency 911 improvements projects, public facilities projects, recreation projects, capital equipment for use in voting in official elections or referendums, stormwater infrastructure, and public works renovations and equipment for Lee County, Georgia; (2) public safety capital projects and equipment, public facilities, renovations and construction, water and sewer system projects, roads, streets, and bridges projects, and stormwater projects for the City of Leesburg, Georgia; and (3) historical renovations projects, public safety projects and equipment, public works projects and equipment, water and sewer projects and equipment, roads, streets, and bridges projects, recreation projects and equipment, technology improvements for the City of Smithville, Georgia? If imposition of the tax is approved by the voters, such vote shall also constitute approval of the issuance of general obligation debt of the Board of Commissioners of Lee County, Georgia in the principal amount of \$7,000,000.00 for the above purposes."
- () No

of every quarter¹, 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

¹ 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 January 1, 2024 and ending on June 30, 2024. 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.