



# BOARD OF COUNTY COMMISSIONERS

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

TUESDAY, MAY 14, 2024 AT 6:00 P.M.  
T. PAGE THARP BUILDING  
OPAL CANNON AUDITORIUM  
WWW.LEE.GA.US

MEETING AGENDA  
WORK SESSION

**COUNTY COMMISSIONERS**

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

**COUNTY STAFF**

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

		<u>PAGE</u>
1.	<b><u>CALL TO ORDER</u></b>	
2.	<b><u>INVOCATION</u></b> Pastor Aaron McCulley, Philema Road Baptist Church, to lead the invocation.	
3.	<b><u>PLEDGE OF ALLEGIANCE</u></b>	
4.	<b><u>APPROVAL OF MINUTES</u></b>	
	(A) Consideration to approve the minutes for the Board of Commissioners meeting for April 23, 2024.	A - E
	(B) Consideration to approve the minutes from the Budget Workshop held April 23, 2024.	F - G
5.	<b><u>CONSENT AGENDA</u></b> NONE	
6.	<b><u>NEW BUSINESS</u></b>	
	(A) Doug Collins, County Extension Coordinator, to introduce new personnel.	
7.	<b><u>PUBLIC HEARING</u></b>	
	(A) <b><u>Wetherald Behavioral Health (Z24-004)</u></b> have submitted an application requesting to <b>rezone</b> a total of 12.391 acres from R-1 (Single-Family Residential District) to C-4 (Traditional Office District). The property owner is CG Boyd Properties, LLC. The subject property is located at 552 US HWY 82 West, parcel number 017A002, in Land Lot 191 of the Second Land District of Lee County, Georgia. <b><i>Planning Commission recommends approval, with the condition that the permitted uses in C-4 should not be allowed to include personal care homes, child-welfare facilities, and hospital use.</i></b>	1 - 29
	(B) <b><u>Lee County Emergency Response Department (Z24-005)</u></b> has submitted an application requesting a <b>conditional use</b> to allow a communications tower and related appurtenances, being greater than 100 feet in height. The property owner is Lee County Board of Commissioners. The subject property is located at 2345 US 19 North, Smithville (Fire Station #4), parcel number 020003, in Land Lot 38 of the Thirteenth Land District of Lee County, Georgia. <b><i>Planning Commission recommends approval.</i></b>	30 - 33

(C)	<b>Lee County Emergency Response Department (Z24-005)</b> has submitted an application requesting a <b>variance</b> to allow a reduction of setback requirements for a communications tower and related appurtenances, from a 50-foot rear setback and 20-foot side setback to 10 foot for the rear and side. The property owner is Lee County Board of Commissioners. The subject property is located at 2345 US 19 North, Smithville (Fire Station #4), parcel number 020003, in Land Lot 38 of the Thirteenth Land District of Lee County, Georgia. <i>Planning Commission recommends approval.</i>	34 - 45
(D)	A request to <b>amend</b> the zoning ordinance <b>Chapter 70, Article III, Section 70-84 (T24-001)</b> of the <b>Lee County Code of Ordinances</b> with respect to accessory building allowance for lots of five acres or more, located in Residential Districts. <i>Planning Commission recommends approval with the following changes: (a) The maximum number of accessory buildings to be five for lots 43,561 square feet to five acres, (b) seven maximum number of accessory buildings for lots five acres to 25 acres, (c) seven maximum number of accessory buildings for lots 25 acres or more, (d) the accessory building square footage for lots 43,561 square feet to five acres to be 1,000 square feet for the first five acres, plus 750 square feet for each additional ½ acre, not to exceed a total of 7,000 square feet of floor area, (e) accessory building square footage on lots five acres to 25 acres to be 7,000 square feet for the first five acres, plus 250 square feet for each additional acre, not to exceed a total of 12,000 square feet of floor area, and (f) accessory building square footage for lots 25 acres or more to the maximum total allowable floor area shall be determined in accordance with AG-1 requirements.</i>	46 - 50
<b>8.</b>	<b><u>DEPARTMENTAL MATTERS</u></b>	
	<b><u>Parks &amp; Recreation</u></b>	
(A)	Consideration to approve a quote for a concrete pad for the installation of playground equipment at Pirate's Cove. <i>HANDOUT</i>	
	<b><u>Planning, Zoning, &amp; Engineering</u></b>	
(B)	Review of the minutes for the April 4, 2024 Planning Commission meeting.	51 - 55
	<b><u>911</u></b>	
(C)	Discussion of implementing a new phone system. <i>HANDOUT</i>	
<b>9.</b>	<b><u>CONSTITUTIONAL OFFICERS &amp; GOVERNMENTAL BOARDS/AUTHORITIES</u></b>	
	<b><u>Utilities Authority</u></b>	
(A)	Discussion of providing funds in support of the completion of the meter project.	56 - 57
<b>10.</b>	<b><u>COUNTY MANAGER'S MATTERS</u></b>	
(A)	Updates on County projects.	58 - 64
(B)	Consideration to approve repairs to the parking lot of the Main Street Governmental Building. <i>HANDOUT</i>	65
(C)	Consideration to approve a short-term lease for property located at 103 Laramore Road for the use of a Fire Substation and Polling Place.	66 - 70
(D)	Consideration to approve a purchase agreement for property located at 103 Laramore Road.	71 - 80
(E)	Consideration to approve an Intergovernmental Agreement with the Secretary of State's Office.	81 - 82
<b>11.</b>	<b><u>COMMISSIONER'S MATTERS</u></b>	
(A)	Discussion of 2024 Local Road Assistance Administration funds (LRA) and potential projects.	83 - 84
(B)	Consideration to approve hiring Phillips Consulting to put out an RFP to thin timber on the 100 acres.	85 - 101

12. UNFINISHED BUSINESS

- (A) Discussion of Lumpkin Road East.

13. COUNTY ATTORNEY'S MATTERS

NONE

14. EXECUTIVE SESSION

NONE

15. PUBLIC FORUM

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

16. ANNOUNCEMENTS

- (A) In honor of National Public Works week, we would like to cordially invite all employees, their families and citizens to join us on Friday, May 24, 2024 from 1pm – 4pm, for an open house at the Public Works Department, located at 759 Hwy 32 East.
- (B) The offices of the Lee County Board of Commissioners will be **closed Monday, May 27, 2024** in observance of Memorial Day. County offices will reopen Tuesday, May 28, 2024 for regular business hours. **Residential garbage services will be delayed one day for the rest of the week.**
- (C) The next regularly scheduled County Commission Meeting is **Tuesday, May 28, 2024 at 6:00pm.**

17. ADJOURNMENT

AGENDA MAY CHANGE WITHOUT NOTICE

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

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



## BOARD OF COUNTY COMMISSIONERS

T. PAGE THARP GOVERNMENTAL BUILDING  
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TUESDAY, APRIL 23, 2024 AT 6:00 P.M.

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

MEETING MINUTES  
VOTING SESSION

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### COUNTY COMMISSIONERS

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

### COUNTY STAFF

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

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The Lee County Board of Commissioners met in a voting session on Tuesday, April 23, 2024. 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 Luke Singletary, Vice-Chairman Chris Guarnieri, Commissioner Dennis Roland, and Commissioner Billy Mathis. Staff in attendance was County Manager Christi Dockery, County Clerk Kaitlyn Good, and County Attorney Jimmy Skipper. Commissioner George Walls was absent. The meeting was also streamed on Facebook Live. Chairman Singletary called the meeting to order at 6:03pm.

### CALL TO ORDER

### INVOCATION

Chairman Singletary led the invocation.

### PLEDGE OF ALLEGIANCE

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

### APPROVAL OF MINUTES

(A) **Consideration to approve the Board of Commissioners meeting minutes for April 9, 2024.**

Commissioner Roland made the **MOTION** to approve the Board of Commissioners meeting minutes for April 9, 2024. Commissioner Mathis seconded the **MOTION**. The **MOTION** was unanimous with Commissioner Guarnieri voting yea.

### CONSENT AGENDA

NONE

### NEW BUSINESS

(A) **Recognition of County employee years of service.**

The following employee was recognized for their many years of service to Lee County:

- 35 years: Reggie Rachals, Sheriff
- 15 years as Sheriff

### PUBLIC HEARING

NONE

### DEPARTMENTAL MATTERS

### Environmental Health

(A) **Consideration to adopt an increase in Environmental Health fees.**

Commissioner Roland made the **MOTION** to adopt an increase in Environmental Health fees. Commissioner Guarnieri seconded the **MOTION**. The **MOTION** was unanimous with Commissioner Mathis voting yea.

### Public Works

(B) **Consideration to purchase a Kubota Utility Cab Tractor. HANDOUT**

County Manager Christi Dockery summarized the proposed purchase and Public Works Director Mike Sistrunk was also present for any questions. The quote provided is a state contract price and the tractor could be delivered before June 30, 2024. In the current TSPLOST budget, approximately \$100,000.00 was set aside for a crack sealer and approximately \$47,000.00 was set aside for a 6 inch self-priming pump. Instead of purchasing those two items which are not needed, Public Works Director Mike Sistrunk would like to use those funds to purchase the tractor.

Commissioner Roland made the **MOTION** to approve the purchase of a Kubota Utility Cab Tractor for \$45,471.76 from Linder Turf and Tractor to come from TSPLOST funds. Commissioner Mathis seconded the **MOTION**. The **MOTION** was unanimous with Commissioner Guarnieri voting yea.

(C) **Consideration to authorize staff to publish a bid for the design and engineering services for a possible addition to the Public Works building.**

County Manager Christi Dockery summarized the project, stating that it would be for an addition to the Public Works building of approximately 1500 sq. ft. and will include a restroom and office space. Similar to other renovation projects in the County, staff would like to bring in a structural engineer to look at the space and provide plans that may then be put out for bid. Funding for this project could come from ARPA or SPLOST funds. With no objection from the Board, Chairman Singletary advised staff to move forward.

## CONSTITUTIONAL OFFICERS & GOVERNMENTAL BOARDS/AUTHORITIES

### Elections & Registration

(A) **Consideration to approve a renewal lease for five (5) years for property located at 103 Laramore Road for the use of a Fire Substation and Polling Place.**

Commissioner Mathis made the **MOTION** to table a renewal lease for five (5) years for property located at 103 Laramore Road for the use of a Fire Substation and Polling Place to expire December 31, 2028. Commissioner Roland seconded the **MOTION**. The **MOTION** was unanimous with Commissioner Guarnieri voting yea.

### Probate Court

(B) **Consideration to adopt an amendment to repeal Chapter 2 Article XI relating to the total amount of fees authorized retained as personal compensation by the Probate Judge serving as local custodian, local registrar, or special abstracting agent. FIRST READING**

Items 9B and 9C were discussed together. Item 9C was voted on first.

The First Reading was conducted. County Attorney Jimmy Skipper summarized the amendment stating that if adopted, it would go into effect June 30, 2024.

Commissioner Roland made the **MOTION** to waive the second reading. Commissioner Guarnieri seconded the **MOTION**. The **MOTION** was unanimous with Commissioner Mathis voting yea.

Commissioner Roland made the **MOTION** to adopt an amendment to repeal Chapter 2 Article XI relating to the total amount of fees authorized retained as personal compensation by the Probate Judge serving as local custodian, local registrar, or special abstracting agent. Commissioner Guarnieri seconded the **MOTION**. The **MOTION** was unanimous with Commissioner Mathis voting yea.

(C) **Consideration to approve an agreement with the Judge of Probate Court pursuant to O.C.G.A. §15-9-68 relating to the retention of compensation of fees received in connection with serving as local**

**custodian, local registrar, or special abstracting agent.**

Items 9B and 9C were discussed together. Item 9C was voted on first.

County Attorney Jimmy Skipper summarized the proposed agreement stating that if approved, it would go into effect July 1, 2024 and would only be in effect for the tenure of the current Judge. Commissioner Mathis stated that he supports the agreement, but would like to see the same supplement for the Superior Court judges as well; perhaps include it in the next year's budget. Chairman Singletary stated that that can be discussed, however, he sees this not as a supplement but compensation for additional duties that she performs but is not required by her office to do.

Commissioner Guarnieri made the **MOTION** to approve an agreement with the Judge of Probate Court pursuant to O.C.G.A. §15-9-68 relating to the retention of compensation of fees received in connection with serving as local custodian, local registrar, or special abstracting agent. Commissioner Roland seconded the **MOTION**. The **MOTION** was unanimous with Commissioner Mathis voting yea.

**COUNTY MANAGER'S MATTERS**

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

County Manager Christi Dockery discussed ongoing projects in the County: (1) The bridge repair on New York Road is underway; (2) work will begin this week on the pocket park projects; (3) the road resurfacing project is ongoing and set to be finished next month; (4) the pipe repair project on Bermuda Lane has been completed; and (5) the generators recently approved have been installed and quotes are being obtained for other buildings.

(B) **Discussion of remaining ARPA funds.**

County Manager Christi Dockery explained that there is approximately \$1.8 million of funding remaining and the spending of those funds must be allocated by the end of 2024, with the funds spent by the end of 2026.

(C) **Consideration to approve repairs to the parking lot of the Main Street Governmental Building.**  
***HANDOUT***

County Manager Christi Dockery summarized the proposed project stating that it would cost approximately \$11,000.00 and could be paid for using remaining funds in the Facilities budget as it should be completed by June 30, 2024 if approved. No action was taken.

(D) **Discussion of 2024 Local Road Assistance Administration funds (LRA) and potential projects.**

The eligible activities/projects and application process are the same for these LRA funds as they are for traditional LMIG. The application process is currently open, but will close June 15, 2024. Lee County's formula amount for this grant is \$855,690.09 and no match is required.

Chairman Singletary asked the Board to think and bring back some preferred road projects for further discussion at the next meeting.

(E) **Discussion of a text amendment to Chapter 70, Art. III, Sect. 70-84 with respect to allowable areas and number of accessory buildings on residential lots of five acres or more.**

Chief Building Official/ Interim Planning Director Joey Davenport addressed the Board regarding a potential amendment to the zoning code pertaining to allowable areas and number of accessory buildings in residential lots of five acres or more. Mr. Davenport stated that he wished to bring this to the Board for information purposes and to ask for input before presenting to the Planning Commission. The Board reviewed the presented amendment, and voiced support, with the following changes: (a) The addition of a category for those residential lots of 50 acres or more having no limit for accessory structures, and (b) additional guidelines for buffers/ setbacks.

With the discussed changes, the amendment will be presented to the Planning Commission at their May 2, 2024 meeting and brought back before the Board for Public Hearing on May 14, 2024 and final vote May 28, 2024.

### Updates on Other Projects

Regarding previous discussion pertaining to alcohol licenses being approved administratively versus by the Board, Mr. Davenport stated that County Attorney Jimmy Skipper had found no specific prohibition in allowing staff to approve the licenses. Mr. Skipper added that several text amendments would need to be made to the current code defining who exactly makes the decision, so that is something that staff would need to decide. The Board voiced support. Commissioner Mathis also asked that staff look into removing the requirement for applicants to continue fingerprinting every year at time of renewal.

Regarding previous discussion pertaining to the renovation of the E-911 Center, Mr. Davenport presented the Board with a tentative plan and layout for the expansion of the dispatch center. The final plan shows only the removal and erection of walls within the existing center, with no additions being needed. Mr. Davenport added that the IT closet will remain in the same location. With no objection from the Board, Chairman Singletary advised staff to move forward with publishing an RFP for the renovation project.

## COMMISSIONER'S MATTERS

### (A) Discussion of golf cart communities.

Commissioner Mathis began the discussion by stating citizens have asked that the Board consider creating golf cart friendly neighborhoods. County Attorney Jimmy Skipper stated that state law sets out what a local ordinance would need to include; he will work on a draft and bring it back to the Board.

## UNFINISHED BUSINESS

NONE

## COUNTY ATTORNEY'S MATTERS

NONE

## EXECUTIVE SESSION

### (A) Executive Session to discuss real estate matters.

Commissioner Roland made the **MOTION** to adjourn to Executive Session. Commissioner Guarnieri seconded the **MOTION**. The **MOTION** was unanimous with Commissioner Mathis voting yea.

Time: 6:45pm.

Commissioner Mathis made the **MOTION** to adjourn from Executive Session. Commissioner Roland seconded the **MOTION**. The **MOTION** was unanimous with Commissioner Guarnieri voting yea.

Time: 7:06pm.

## 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.*

Lee Purvis – Complaint that County Manager Christi Dockery has not returned his call

Chairman Singletary asked if anyone else would like to speak.

With no further comments or questions from the audience, the Public Forum was closed.

## ANNOUNCEMENTS

(A) A joint meeting of the Lee County Utilities Authority, Development Authority, and Board of Commissioners will be held **Wednesday, May 8, 2024 at 12:00pm** in the Kinchafoonee Room of the T. Page Tharp Governmental Building.

(B) The next regularly scheduled County Commission Meeting is **Tuesday, May 14, 2024 at 6:00pm.**

## ADJOURNMENT

Commissioner Mathis made the **MOTION** to adjourn the meeting. Commissioner Roland seconded the **MOTION**. The

**MOTION** was unanimous with Commissioner Guarnieri voting yea. The meeting adjourned at 7:07 PM.

Facebook video link: <https://www.facebook.com/leecountyga/videos/7214573102003539>

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CHAIRMAN

ATTEST: \_\_\_\_\_  
COUNTY CLERK

*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.*

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DRAFT





**BOARD OF COUNTY COMMISSIONERS**

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

TUESDAY, APRIL 23, 2024 AT 5:15 P.M.  
T. PAGE THARP BUILDING  
KINCHAFOONEE CONFERENCE ROOM  
WWW.LEE.GA.US

BUDGET WORKSHOP

**COUNTY COMMISSIONERS**

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

**COUNTY STAFF**

Christi Dockery, County Manager  
Kaitlyn Good, County Clerk  
Jimmy Skipper, County Attorney  
Heather Jones, Co-Assistant County Manager/ Finance Director

The Lee County Board of Commissioners met for a Budget Workshop on Tuesday, April 23, 2024. The meeting was held in the Kinchafoonee Conference Room of the Lee County T. Page Tharp Governmental Building in Leesburg, Georgia. Those present were Chairman Luke Singletary, Vice-Chairman Chris Guarnieri, and Commissioner Billy Mathis. Staff in attendance was County Manager Christi Dockery, County Clerk Kaitlyn Good, Co-Assistant County Manager/ Finance Director Heather Jones. Present from the District Attorney’s Office were District Attorney Lewis Lamb, Miles O’Quinn, and Tami Peavy-Owen. Commissioner Mathis called the meeting to order at 5:20pm.

**CALL TO ORDER**

**BUDGET DISCUSSIONS**

(A) **District Attorney’s Office**

Handouts were provided to those present from District Attorney Lewis Lamb. The District Attorney’s Office has asked for an additional \$60,000.00 to be added to the departmental budget.

Mr. Lamb began the discussion by stating that the District Attorney’s Office has been historically underfunded. He took over in 2018 and has gotten the office to be pretty well staffed; however, shared a need for another victims’ services employee. One way Mr. Lamb cites as reason employees are staying is that they try to maintain equity in pay with no gap in pay between those employees that are state funded and the non-state employees. The following employees are paid by the state: Seven Assistant DAs, two secretaries, one victims advocate, and one investigator.

No operating funds are received from the state. The SPACER contract will renew in July in the amount of approximately \$900,000.00 for the year. There are two forms of grant funding: VOCA (issued by the Department of Justice) and ARPA Grants. VOCA has been the primary way of funding victims’ services program for every DA office in Georgia as there was no state funding for these services until last year. At the end of last year, the office was notified that they would be taking a huge cut from VOCA funding from \$335,000.00 to approximately \$175,000.00, equating to approximately 2.5 positions that were lost. The state gave one paid victims advocate in exchange. Further decreases are not anticipated, at least not for another two (2) years.

In 2021, ARPA funds were made available for an administrative employee and investigator. In the second year, the ARPA awards were overextended, leading to a bulk of funds that did not get awarded. Previously the circuit received \$218,000.00 in ARPA funding and \$128,000.00 was received for the third year (2023). The ARPA funds will probably last until November 2024, leaving a net loss of approximately \$60,000.00. Mr. Lamb is hopeful that funds that were not used can be dispersed to the circuits in the next year.

Approximately 12 attorney work days and six (6) investigator work days are allotted per month to tasks such as Sumter State Court, Lee Magistrate, Lee Probate, Webster Probate, etc. that are outside of the required work

within Superior and Juvenile Courts. These are paid via contracts.

Basic expenses divided according to the caseload equals the amount listed on the submitted budget request, citing the loss of grant funds and the employee pay raises. This year, Lee County's share would come to \$169,000.00; however, this does not reflect the \$30,000.00 that Lee County pays for prosecution in Magistrate Court. Until last year, no county in the circuit paid the full amount for operations just in Superior Court; that difference is made up by doing the other tasks mentioned.

With the passing of the Victims Bill of Rights, the DA's Office must notify every victim of every case, misdemeanor or felony, of every court appearance, which requires manpower. They must also issue sub poenas and contact witnesses for trials. The DA's Office staff also helps victims apply for restitution and compensation through the state. Additionally, the office is still working through a large caseload across the circuit, including cases still backlogged from the pandemic, where trials were not happening. While the Lee County share of the caseload has gone down recently, the caseload across the whole circuit has increased as well as the severity of cases. Mr. Lamb shared that over a period of seven (7) weeks, there were five (5) killings with many of those being children, and there are pending death penalty cases as well. The workload has not decreased.

The Board will consider the request and meet at a later date to further discuss.

### **PUBLIC FORUM**

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

No citizens took part in the Public Forum.

With no further comments or questions from the audience, the Public Forum was closed.

### **ANNOUNCEMENTS**

(A) The next regularly scheduled County Commission Meeting is **Tuesday, April 23, 2024 at 6:00pm.**

### **ADJOURNMENT**

The meeting adjourned at 5:56PM.

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CHAIRMAN

ATTEST: \_\_\_\_\_  
COUNTY CLERK

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LEE COUNTY  
Planning Department  
Lee County, Georgia  
Zoning Staff Report

**DATE:** 5/2/2024

**APPLICATION TYPE:**  
Rezoning

**APPLICANT:** Danielle Wetherald

**REQUESTED ACTION:**  
Rezoning from R-1 to C-4 for a private school for children and young adults with autism and related disabilities.

**PURPOSE:** Location for Wetherald Behavioral Academy Transition to Adulthood Program for individuals with autism, a private school for children and young adults with autism and related disabilities.

**LOCATION OF PROPERTY:** 552 US Highway 82, Leesburg, GA, 31763, Land Lot 191, 2<sup>nd</sup> District.

**PARCEL SIZE:** 12.391 Acres

**EXISTING CONDITIONS:**

**Present Zoning and Use of Property:** R-1 – Residential

**Adjacent Zoning/Use:**

**North—** C-2  
**South—** R-1  
**East—** C-2  
**West—** AG



**Available Public Services:** Information about available public services was not included in the application.

**MEETING INFORMATION:** All meetings are held in the assembly room in the Lee County Administration Building unless otherwise advertised.

**Planning Commission (public hearing):** May 2, 2024; 6:00pm  
**County Commission (public hearing):** May 14, 2024; 6:00pm  
**County Commission (voting session):** May 15, 2024; 6:00pm

**STAFF RECOMMENDATION:**

Staff recommends **rezoning** of the subject property from R-1 to C-4 based on the following factors. Per the Lee County Comprehensive Plan, the subject parcel is designated as Residential area in the Comprehensive Plan's future land use map. This future land use category is defined as "to correspond primarily to existing neighborhoods but is also proposed for undeveloped areas adjacent to existing neighborhoods" (p. 41). All allowable uses in C-4 are not fully consistent with the policy and intent of the Comprehensive Plan that intends to support residential development in this future land use category, but some C-4 uses are compatible. It is the Planning Department's opinion that the partial compatibility of C-4 zoning warrants conditional approval of this zoning application. Recommended conditions of rezoning include the following:

1. Considering the potential impacts on the adjacent residences, there are certain permitted uses in C-4 that are not compatible with adjacent single family residential uses. These C-4 permitted uses should not be allowed on the subject property: personal care homes, child-welfare facilities, and hospital use.

**Rezoning Analysis**

**USES ALLOWED IN THE PROPOSED ZONING DISTRICT THAT ARE NOT ALLOWED IN THE CURRENT ZONING DISTRICT:**

**Current Zoning:** R-1

**Proposed Zoning:** C-4 General Business District (staff recommendation)

**Uses Allowed Under Proposed Zoning Districts and Not Under Current Zoning:**

- Family day care, group day care, adult day care and related uses.
- Nursery schools, kindergartens, or day care facilities provided all state licensing requirements are met.
- Temporary emergency construction and repair residences.
- Offices of any type: Clinical, search and services not primarily related to goods or merchandise; provided, however, this subsection shall not include hospitals, medical offices, and freestanding healthcare service providers.
- Operations designed to attract and serve customer or client on the premises such as office of attorney, physicians and other professions.

- Other uses similar to the above, subject to the restrictions set forth in section 70-425 of this article.
- Personal care home (two to six residents); personal care homes (seven to 15 residents); and congregate personal care homes (16+ residents).
- Child-welfare facility (up to six residents).
- Hospitals, medical offices, and freestanding healthcare service providers.

**PLANNING CONSIDERATIONS:**

**1. Will the zoning proposal permit a use that is suitable in view of the use, development, and zoning of adjacent and nearby property?**

Development under C-4 zoning is potentially suitable with respect to the use, development, and zoning of nearby property as the proposed C-4 parcel is located near C-2 parcels similarly fronting on US Hwy 82 to the north and east. The C-2 parcels along the north side of US Highway 82 are mostly undeveloped with two developed commercial properties near Armenia Road. The adjacent parcels to the east of Winifred Road are zoned C-2 and used for residential. Parcels directly to the south are zoned R-1 and residentially used. The large parcel adjacent to the west is zoned AG. Some uses permissible within C-4 would not be suitable with respect to potential impact on the adjacent residences.

**2. What is the effect on the property value of the subject property should the existing zoning be retained?**

The value of the subject property is anticipated to be somewhat affected if the existing zoning is retained as the proposed C-4 commercial zoning would likely contribute to an increase to the property value. However, the property has value as currently zoned.

**3. If denied, will the effect on the applicant's property value under the existing zoning be offset by the gain to the health, safety, morals, or general welfare of the public?**

There are no expected significant gains to the health, safety, morals, or general welfare of the public under the current zoning as compared with development under C-4 zoning.

**4. Has the property been undeveloped an unusual length of time as currently zoned, considered in the context of land development in the vicinity of the property?**

The subject property is not undeveloped. It is a large residential lot.

**5. Will the zoning proposal result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, schools, police protection, fire protection, public health facilities or emergency medical services?**

The proposed zoning and potential use under C-4 zoning could result in moderately significant increase in use of streets and other infrastructure

relative to the impact of the existing property use. However, future use is not likely to cause excessive or burdensome use of existing and nearby roadway infrastructure the subject property has access from its frontage on US Highway 82.

**6. Is the zoning proposal in conformity with the policy and intent of the future land use plan for the physical development of the area?**

Per the Comprehensive Plan, the subject parcel is included in the Residential area designation on the future land use map. This future land use area is defined as “areas intended to correspond primarily to existing neighborhoods but is also proposed for undeveloped areas adjacent to existing neighborhoods” (p. 41). The residential category details lot sizes of approximately 7,500 SF to 22,000 SF. The proposed C-4 zoning could be compatible with the policy and intent of the future land use plan. Some allowable uses are compatible with residential land use; and the plan recognizes that this property is at the edge of commercial, residential and agricultural zoned areas. The comprehensive plan states that regulations may differ according to the zoning district. Careful consideration should be given to specific uses in the C-4 district that are compatible with surrounding residential use vs. those that are incompatible with surrounding residential.

**7. Is the subject property well suited for the proposed zoning purpose?**

The subject property is suited to some allowable C-4 zoning uses and somewhat compatible with the intent of Section 70-421 which states that the commercial recreation district is intended to provide areas for office and restricted business uses that provide opportunities for local employment close to residential areas...or the appropriate re-use of existing residential dwellings, and which will provide appropriate districts for uses adjacent to which do not generate large volumes of traffic, traffic congestion adjacent to residential areas; and which are intended for corridors in transition where residential uses are adjacent and also still located along the corridor. The relatively large size of the property – over 12 acres – can allow office/commercial type use while retaining adequate buffering from adjacent residences. Additionally, C-4 requirements include protective screening when adjacent to residential zoning districts (Sec. 70-424 and Sec. 70-86).

**8. Will the zoning proposal adversely affect the existing use or usability of adjacent or nearby property?**

The proposed C-4 zoning could adversely affect the existing use of adjacent or nearby property to a minor degree. It is understood that the existing structure will house the applicant’s proposed use for the most part, however there would be potential for expansion and additional development on the site in the future.

**9. Does the subject property have a reasonable economic use as currently zoned?**

As currently zoned R-1, there are a number of potential uses for the subject property that would provide some economic value to the property owner. Allowable R-1 uses that are permitted for this property include single-family detached dwellings, home occupations, gardens, churches, or family personal care homes (Sec. 70-162). These uses align with the R-1 zoning and conditions of the property. The applicant's stated reason for the rezoning request is to allow use for a specialized education purpose.

**10. Are there other existing or changing conditions affecting the use of development of the subject property which give supporting grounds for either approval or disapproval of the zoning proposal?**

There is no known existing or changing conditions that would be expected to affect the use of the subject property.

**11. Would the change create an isolated district unrelated to the surrounding districts, such as "spot zoning"?**

The zoning change would create a C-4 parcel adjacent to R-1 and AG parcels to the south, and west, with C-2 parcels to the north and east. The proposed C-4 zoning has frontage on US Highway 82 as appropriate for commercial zoned property. Overall, the proposed zoning would not be considered commercial spot zoning due to adjacency to other commercial zoned parcels to the north and east.

**12. Are the present zoning district boundaries illogically drawn in relation to existing conditions in the area?**

The present zoning district boundaries are not illogically drawn based on the existing conditions, development, and zoning of the area.

**13. Is the change requested out of scale with the needs of the county as a whole or the immediate neighborhood?**

The change requested is not out of scale with the needs of the immediate neighborhood in terms of C-4 zoning in general. The size of the subject parcel, just over 12 acres, is adequately sized for the proposed use and also not large enough to allow expansion of a C-4 permitted use to an extent that would be out of scale, considering required perimeter buffering requirements.

**14. Is it impossible to find adequate sites for the proposed use in districts permitting such use and already appropriately zoned?**

The proposed zoning is being requested in order to allow a relatively unusual use: a small private school for children with autism and related disabilities and Applied Behavioral Analysis clinic. It may not be possible to find sites of similar size in districts already zoned C-4 to permit the proposed use, as there are very few existing parcels zoned C-4 in Lee County.

**15. Would there be an ecological or pollution impact resulting from the proposed zoning if it is granted?**

There is not an expected ecological or pollution impact resulting from the proposed zoning as the size of the existing property is adequate to provide for buffering and proper design of stormwater management facilities, if any are required. If any site development occurs in the future, all development guidelines will need to be followed to ensure no ecological or pollution impacts occur.





LEE COUNTY  
CITY OF LEESBURG  
CITY OF SMITHVILLE

ZONING APPLICATION

Owner: CG Boyd Properties LLC  
Address: 470 US Hwy 82 W Leesburg, GA 31703  
Daytime Phone #: 229-461-5926 Email: danielle@wetheraldbehavioral.com  
Address or location of the property: 552 US Hwy 82 W, Leesburg

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

Present Zoning R-1 Present Use of Property: N/A vacant church  
Proposed Zoning: C4 Proposed Use of Property: school for children w autism  
191 Land Lot Number <sup>(DW)</sup> 2 Land District 12.391 # of Acres

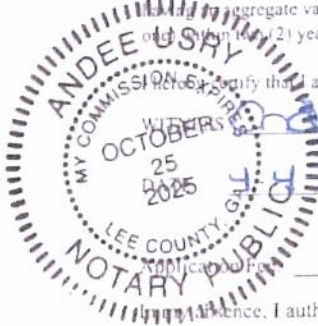
The subject property is described as follows:  
private school for children with autism and related disabilities and ABA clinic

ALSO ATTACH. (18 COPIES REQUIRED) \_\_\_\_\_ Plat of property, including vicinity map  
\_\_\_\_\_ Legal description Containing Metes and Bounds

DISCLOSURE

\_\_\_\_\_ I (owner) have made campaign contributions having an aggregate value of \$250.00 or more, or made gifts having an aggregate value of \$250.00 or more to an official of (Lee County, City of Leesburg, City of Smithville) (circle one) within two (2) years of application

I (owner) have NOT made campaign contributions having an aggregate value of \$250.00 or more, or made gifts having an aggregate value of \$250.00 or more to an official of (Lee County, City of Leesburg, City of Smithville) (circle one) within two (2) years of application



I hereby certify that I am the owner and/or legal agent of the owner, in fee simple of the above described property.  
OWNER Chuck A Boyd  
DATE 4.4.24

Application Fee: \_\_\_\_\_ Date Paid: \_\_\_\_\_ Received by: \_\_\_\_\_  
In my presence, I authorize the person named below to act as the applicant in the pursuit of action for the application

Applicant Name: Danielle Wetherald  
Address: 2417 Westgate Dr Albany, GA 31707  
Phone #: 229-343-2573 Email: danielle@wetheraldbehavioral.com

# Lee County, GA

## Summary

Parcel Number 017A 002  
 Location Address 552 US HWY 82 W  
 Legal Description LL 191 DIST 2 U.S. 82 ACROSS FROM LILLISTON  
 (Note: Not to be used on legal documents)  
 Tax District COUNTY UNINCORPORATED (District 03)  
 Millage Rate 28.18  
 Acres 12.14  
 Homestead Exemption No (50)  
 Landlot/District 191 / 02

[View Map](#)



## Owner

[CG BOYD PROPERTIES LLC](#)  
 470 US HWY 82 W  
 LEESBURG, GA 31763

## Rural Land

Type	Description	Calculation Method	Soil Productivity	Acres
RUR	Small Parcels	Rural	1	12.14

## Residential Improvement Information

Style One Family (Detached)  
 Heated Square Feet 2737  
 Interior Walls Finished  
 Exterior Walls Brick  
 Foundation Piers  
 Attic Square Feet 0  
 Basement Square Feet 0  
 Year Built 1971  
 Roof Type Asphalt Shingles  
 Flooring Type Finished  
 Heating Type Central Heat/AC  
 Number Of Rooms 7  
 Number Of Bedrooms 3  
 Number Of Full Bathrooms 3  
 Number Of Half Bathrooms 0  
 Number Of Plumbing Extras 5  
 Value \$96,239  
 Condition Average  
 Fireplaces\Appliances Const 1 sty 1 Box 2  
 House Address 552 US HWY 82 W

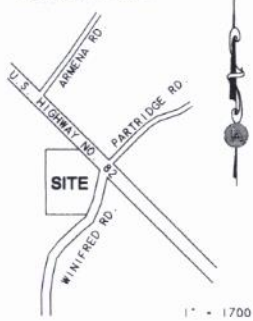
## Accessory Information

Description	Year Built	Dimensions/Units	Identical Units	Value
Site Imp: B	2000	0x0 / 1	0	\$5,000
Site Imp: B	2000	0x0 / 1	0	\$5,000

## Sales

Sale Date	Deed Book / Page	Plat Book / Page	Sale Price	Reason	Grantor	Grantee
6/29/2023	2433 206		\$650,000	Assemblage Purposes	LIFEGATE CHURCH	CG BOYD PROPERTIES LLC
3/1/1998	331 218		\$166,000	Church	VINENT, CLAUS H.	LIFEGATE CHURCH
6/11/1996	248 019		\$135,000	Fair Market Value	ERVIN, LOYD C. ESTAT	VINENT, CLAUS H.

**LOCATION MAP**



**LEGEND**

- X-X- DENOTES WIRE FENCE
- IRS 5/8" IRON REBAR SET
- IRF IRON REBAR FOUND
- R/W RIGHT OF WAY
- IPF IRON PIPE FOUND
- RR1 RAILROAD IRON FOUND
- CMF CONCRETE MONUMENT FOUND

**CURVE TABLE**

CURVE	Arc	Delta Angle	Chord	Ch Bearing	Radius	Tangent
CI	235.56'	19°57'36"	234.37'	S 23°03'11"W	676.19'	118.99'

**REZONING MAP**

**CG BOYD PROPERTIES, LLC**

**LAND LOT 191 - 2ND LAND DISTRICT**

**LEE COUNTY, GEORGIA**

DRAWING NO C-5728	DRAWN BY D.S.L. FIELD WORK BY A.S.L.	SCALE: 1" = 200'	PLAT DATE: 04-04-2024	FIELD SURVEY DATE: 03-14-2024
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**LANGFORD**

**& ASSOCIATES, INC.**

**PROFESSIONAL LAND SURVEYORS  
CONSULTING FORESTERS**

P.O. BOX 240 - 3054 CALHOUN STREET  
SHELLMAN, GA, 39886

TEL: 229-679-5072 FAX: 229-679-2160  
WEB: LANGFORDANDASSOCIATESINC.COM

FIRM CERTIFICATE OF AUTHORIZATION NO. LSP000332

PROPERTY OF  
**CAROL GRIFFIN BOYD**  
DEED BOOK 1399, PAGE 262  
ZONED AG

PROPERTY OF  
**CAROL GRIFFIN BOYD**  
DEED BOOK 1399, PAGE 262  
ZONED AG

**AREA = 12.391 ACRES**

CURRENT OWNER  
**CG BOYD PROPERTIES, LLC**

**SOURCE DOCUMENTS**

TAX PARCEL 017A 002  
DEED BOOK 2433, PAGE 206  
PLAT BOOK C, PAGE 120  
CURRENTLY ZONED R-1  
PROPOSED ZONING C-4

192

191

**P.O.B.**

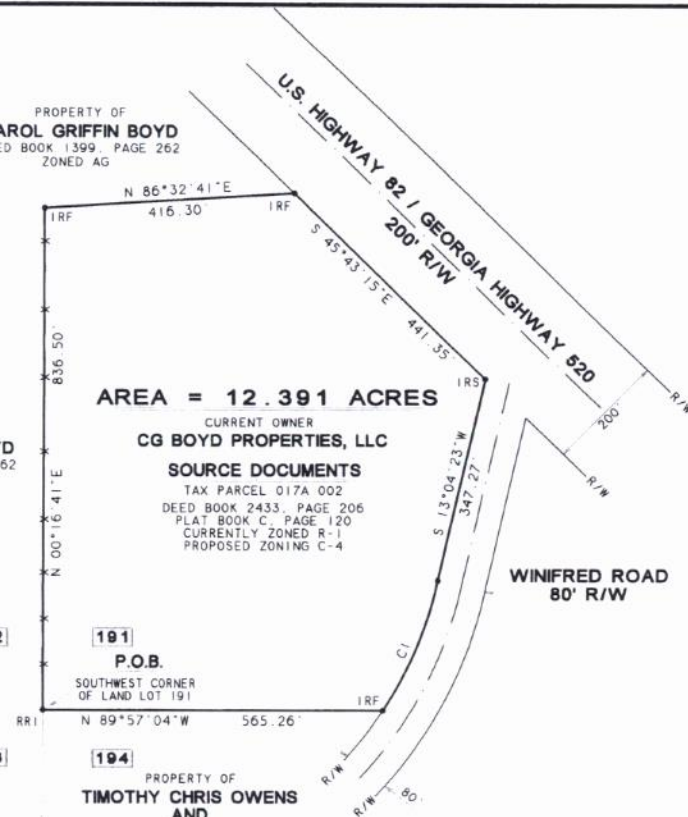
SOUTHWEST CORNER  
OF LAND LOT 191

193

194

PROPERTY OF  
**TIMOTHY CHRIS OWENS  
AND  
DEE ANN OWENS**

DEED BOOK 1407, PAGE 245  
PLAT CABINET E, SLID E-106D



GRID NORTH - NAD 83 -  
GEORGIA WEST ZONE



## LANGFORD & ASSOCIATES, INC.

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

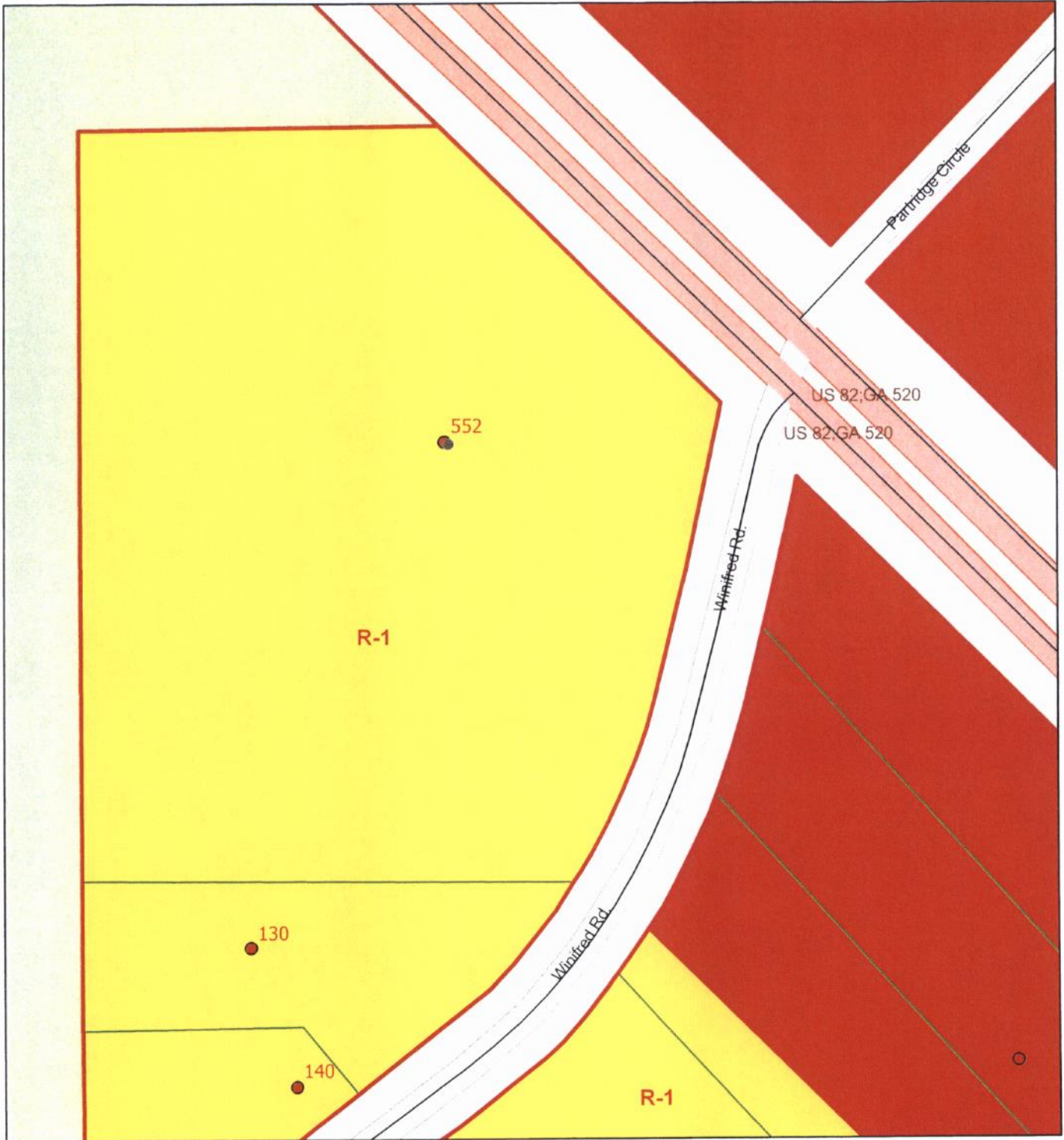
ESTABLISHED  
1978

All that certain tract or parcel of land lying and being in Land Lot 191 of the 2 nd Land District of Lee County, Georgia, and consisting of 12.391 acres. Said tract or parcel of land being more particularly described as follows.

Commencing at the southwest corner of Land Lot 191, which point is evidenced by a railroad iron, and being the POINT OF BEGINNING; thence along the west line of said Land Lot 191 North 00 degrees 16 minutes 41 seconds East 836.50 feet to an iron rebar; thence North 86 degrees 32 minutes 41 seconds East 416.20 feet to an iron rebar located on the southwest right of way of US Highway no. 82; thence along the southwest right of way of said US highway no. 82 South 45 degrees 43 minutes 15 seconds East 441.35 feet to an iron rebar located on the west right of way of Winifred Road; thence along the west right of way of said Winifred Road South 13 degrees 04 minutes 23 seconds West 347.27 feet to the point of curvature of a curve to the right; thence continue along the west right of way of said Winifred Road and along said curve to the right, having a delta angle of 19 degrees 57 minutes 36 seconds, a radius of 676.19 feet, and an arc distance 235.56 feet, a chord bearing of South 23 degrees 03 minutes 11 seconds West and a chord distance of 234.37 feet to an iron rebar located on the south line of the aforementioned Land Lot 191; thence leaving the west right of way of said Winifred Road and along the south line of the aforementioned Land Lot 191 North 89 degrees 57 minutes 04 seconds West 565.26 feet to the POINT OF BEGINNING.

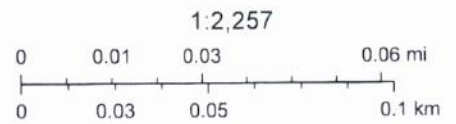
C:\Users\Bryson\Documents\Boyd Legal of 12.391 acres.wpd

# ArcGIS Web Map



4/24/2024, 3:07:48 PM

- Address Points
- ▭ Lee County Boundary
- ▭ Detailed Zoning
- ▭ Zoning
- ▭ Agriculture
- ▭ Commercial
- ▭ Residential
- ▭ Parcels
- ▬ Public Paved
- ▬ US Highway



Map data © OpenStreetMap contributors, Microsoft, Facebook, Inc. and its affiliates. Esri Community Maps contributors. Map layer by Esri



WETHERALD  
BEHAVIORAL  
ACADEMY

04/05/2024

Lee County Planning and Zoning Department,

I am writing to express our organization's intent to utilize 552 US Hwy 82 W in Leesburg for our Transition to Adulthood Program for Individuals with Autism. As a nonprofit organization dedicated to providing comprehensive support and services to individuals with autism, we are seeking your approval for the rezoning of this location to accommodate our program.

Our Transition to Adulthood Program aims to empower individuals with autism to develop essential life skills, pursue vocational opportunities, and successfully transition into adulthood. Through a structured curriculum encompassing modules on understanding autism spectrum disorder, identifying personal strengths and interests, building independent living skills, developing social skills, exploring vocational training, and planning for transition, our program seeks to address the unique needs of individuals with autism as they navigate the transition from adolescence to adulthood.

We believe that this location offers the necessary amenities and facilities to support the implementation of our program effectively. Specifically, we envision utilizing the space for classroom instruction, vocational training workshops, social skills development activities, and one-on-one counseling sessions. The proposed rezoning of 552 Us Hwy 82 W would allow us to legally operate our program in compliance with local zoning regulations and provide vital services to individuals with autism in our community.

We understand the importance of adhering to all applicable regulations and guidelines related to rezoning requests and are committed to working collaboratively with the rezoning committee to address any concerns or considerations that may arise during the review process. We are prepared to provide additional information, attend meetings, or make modifications to our proposal as needed to ensure that our request aligns with the goals and objectives of the rezoning committee.

In summary, we believe that the rezoning of this location to accommodate our Transition to Adulthood Program will benefit individuals with autism in our community by providing them with access to essential support services and resources. We respectfully request your favorable consideration of our request and look forward to the opportunity to further discuss our proposal with the rezoning committee.



WETHERALD  
BEHAVIORAL  

---

ACADEMY

Thank you for your time and attention to this matter. Please do not hesitate to contact me at 229-343-2573 or [danielle@wetheraldbehavioral.com](mailto:danielle@wetheraldbehavioral.com) if you have any questions or require additional information.

Sincerely,

Danielle Wetherald  
BCBA, Owner  
Wetherald Behavioral



WETHERALD  
BEHAVIORAL  
ACADEMY

## **Wetherald Behavioral Academy Program Narrative**

### **INTRODUCTION**

Wetherald Behavioral Academy is a non-profit private school dedicated to serving children with autism and related disabilities. We initially established our institution as an extension of an ABA program, and we are now in the process of expanding to offer a transition program for our middle school and high school-aged students. This program aims to equip students with job skills and independent living abilities, enabling them to lead as autonomous a life as possible given their cognitive abilities.

### **ORGANIZATIONAL INFORMATION**

The mission of Wetherald Behavioral Academy is to educate children with learning differences to fulfill their potential. We continually strive to provide exemplary educational instruction, remediation for areas of challenge, optimal social experiences, and the opportunity to unlock strengths and talents. As a result, WBA develops confident life-long learners who lead enhanced, productive lives and serve as positive examples of what individuals with learning differences can achieve.

Wetherald Behavioral Academy was developed to meet the academic and behavioral needs of students who require more intensive special education services than can be provided within the local school districts.

The mission and philosophy upon which the instructional principles of WBA has been developed by a multidisciplinary team consisting of educators and behavioral health professionals representing a variety of specialties. The final product of these planning efforts is a highly organized program, which modifies inappropriate behaviors and develops academic skills through precise structure and individualized educational programming.

Wetherald Behavioral Academy caters to students across primary, elementary, middle school, and high school age groups. With our expansion, we're creating separate facilities for middle and high school students. These dedicated spaces will prioritize the development of independent living skills and job training. This strategic move enables us to align with program expectations over the next five years. Our goal is to guide both existing and new participants through adolescence and into adulthood. Leveraging our existing independent living and job training initiatives, we aim to nurture independence and readiness for transitioning out of our program.

The project team comprises a Board Certified Behavior Analyst, a Certified Teacher, multiple Registered Behavior Technicians, a Community relations Director, and additional support staff. Our facility is designed to simulate a real-life living environment, facilitating the generalization





## WETHERALD BEHAVIORAL ACADEMY

of skills learned. Funding management will be handled using Excel, enabling detailed tracking of funds and their allocation on a monthly basis.

The Assessment of Functional Living Skills will be administered every six months to evaluate progress from baseline in enhancing areas of deficiency. These targeted areas will be strategically addressed utilizing the principles of applied behavior analysis. Data will be diligently collected on a daily basis to track interventions aimed at achieving mastery of the identified goals.

Our capacity to cultivate partnerships and involve families, family-led organizations, community-based groups, health professionals, and allied service providers, especially those in underserved communities, will be demonstrated through the Community Relations Manager. This dedicated role will focus solely on nurturing relationships within the community, fostering enduring partnerships that benefit individuals with autism. By facilitating access to a continuum of care across various providers in the area, we aim to enhance support for individuals with autism. Additionally, our Board Certified Behavior Analyst (BCBA) will provide training to staff at local medical practices and other adult programs. This training will equip providers with essential behavioral management skills for effectively working with individuals with autism and related disabilities in their respective settings.

Our organization has extensive experience in supporting families and caregivers of youth with autism. Currently, we own and operate an Applied Behavior Analysis clinic serving over 40 individuals on the autism spectrum. Our team includes four Board Certified Behavior Analysts (BCBAs) and thirteen Registered Behavior Technicians (RBTs). We prioritize parent training, conducting regular sessions to empower parents in skill development and behavior management techniques tailored to their child with autism. We prioritize aligning the goals we set for each individual with autism with the best interests and aspirations of their parents. This approach fosters greater parent buy-in and enhances cooperation in completing tasks that we assign for home-based interventions with their child. By ensuring that our goals resonate with the parents' vision for their child's care, we strengthen the collaborative relationship between our team and the families we support.

### NEED

The project focus will be with individuals with autism. I propose establishing a catchment area encompassing Dougherty County, Lee County, and Sumter County in Georgia. To identify individuals within this area, collaboration with pediatricians, primary care physicians, and diagnostic psychologists will be essential. By working closely with these healthcare professionals, we can efficiently identify and reach individuals who may benefit from our services within the specified catchment area. This collaborative approach ensures comprehensive coverage and access to support for individuals with autism and their families across the region.



## WETHERALD BEHAVIORAL ACADEMY

Partnerships are crucial, including behavioral management training for staff at these locations to assist individuals in accessing quality medical care effectively. Additionally, collaboration with local businesses is essential, as they can provide job opportunities for our participants. Our staff will work alongside these individuals, aiding them in completing their job tasks successfully. By fostering these partnerships, we can create inclusive environments that support the integration of individuals with autism into various aspects of community life, promoting their independence and well-being.

The absence of collaboration among child and adult serving programs in our area highlights a critical gap in services. By establishing partnerships and fostering communication between these programs, we can create a more seamless transition and continuity of support for individuals with autism as they age into adulthood. This collaboration could involve sharing resources, best practices, and expertise to ensure that individuals with autism receive comprehensive and holistic support throughout their lifespan. Additionally, joint initiatives can be developed to address the unique needs and challenges faced by individuals with autism during different stages of development. By working together, we can enhance the quality of services and outcomes for individuals with autism in our community.

The primary barriers we anticipate encountering are the lack of education and awareness in our community regarding the needs of individuals with autism, along with transportation challenges. Addressing the lack of education will involve community outreach and awareness campaigns to educate the public about autism and the importance of inclusive practices. Additionally, we will need to explore alternative transportation options to ensure that individuals with autism have reliable transportation to access work opportunities and other essential services.

**Demographic Data:** According to The Governor's Office of Student Achievement for The State of Georgia, Dougherty County has a student population for the school year 2022-2023 of approximately 13,946 students, Lee County has a population of approximately 6,367, and Sumter County has a population of approximately 3,571. In terms of demographics, approximately 2% of the population in these counties undergoes the GAA assessment. However, it's worth noting that the Every Student Succeeds Act (ESSA) imposes a statewide cap of 1.0% on student participation in alternate assessments. All of these counties surpass this 1% cap (Georgia Department of Education, 2019). According to the Georgia Department of Public Health, the prevalence of autism in the general population is estimated to be 1 in 64 individuals, with a higher prevalence in boys at 1 in every 39, and a lower prevalence in girls at 1 in every 181. The average age of diagnosis is approximately 4.1 years old (2015).

### APPROACH

One of the innovative methods we will employ in our program is the application of the principles of applied behavior analysis (ABA). Through ABA, we will implement prompting hierarchies to systematically fade the level of support required by each individual over time. This approach



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BEHAVIORAL  
ACADEMY

aims to gradually increase their independence in both daily living skills and job training skills. By carefully tailoring our interventions to the unique needs and abilities of each participant, we can effectively promote skill acquisition and foster greater autonomy. This personalized and progressive approach reflects our commitment to maximizing the potential of individuals with autism and empowering them to thrive in various aspects of life.

Weekly staff training meetings to review the progress of each individual's case, along with routine check-ins with community partners by our Community Relations Director and ongoing communication with caregivers, will be instrumental in driving progress in this project. These regular interactions will facilitate collaboration, ensure alignment of efforts, and provide opportunities for feedback and adjustment as needed. Additionally, annual reports will serve as comprehensive summaries of our progress towards achieving the objectives outlined in this grant. These reports will not only document our accomplishments but also provide valuable insights for all stakeholders, fostering transparency and accountability throughout the project duration.

The methods we employ to train staff and facilitate the progress of individuals with autism can be scaled to a national level, if necessary, through the use of replicable strategies. Central to this scalability are the Assessment of Functional Living Skills and the principles of applied behavior analysis (ABA), coupled with strategic implementation of prompting hierarchies. These evidence-based approaches provide a structured framework for skill assessment, intervention, and progress monitoring, ensuring consistency and effectiveness across diverse settings. By documenting our methodologies and outcomes, we can create standardized training materials and protocols that can be easily disseminated and implemented by organizations nationwide. This scalable approach holds promise for extending the reach of quality support services to individuals with autism and their families across the country.

#### Implementation strategies

Collaboration with adult serving programs will be enhanced by our evaluation methods, particularly through the use of the Assessment of Functional Living Skills (AFLS). This assessment tool will assist adult serving programs in determining the most suitable placement for individuals transitioning into adulthood. Moreover, it will provide caregivers with valuable insights into the transition process. Through coaching and guidance, we will support caregivers in understanding the necessary paperwork and waivers they should apply for to ensure their child's sustainability and independence. By empowering caregivers with this knowledge, we aim to facilitate a smoother transition for individuals with autism into adult life, while also fostering collaboration and coordination between different service providers.

By leveraging our existing program, which serves individuals as young as 2 years old, and extending it to encompass a comprehensive transition program, we can effectively bridge the gap between childhood and adulthood for individuals with autism. This continuity of care approach



## WETHERALD BEHAVIORAL ACADEMY

ensures seamless support across all stages of life, from early childhood intervention to transition into adult programs. By providing a lifelong continuum of care, we address the diverse needs of individuals with autism across various domains of life, including education, socialization, independent living skills, vocational training, and community integration. This holistic approach aims to maximize the potential and quality of life for individuals with autism, promoting their long-term success and well-being.

### Partnerships and Collaborations:

By partnering with group homes, residential facilities, pediatricians, primary care doctors, psychologists, psychiatrists, and employers, we aim to comprehensively address the needs of individuals with autism across our catchment area. Collaborating with these key stakeholders allows us to provide holistic support that encompasses medical care, therapeutic services, residential accommodations, vocational opportunities, and community integration initiatives. Through these partnerships, we can ensure that individuals with autism receive the multidisciplinary care and support they require to thrive in all aspects of life. Together, we can create a more inclusive and supportive environment that fosters the well-being and success of individuals with autism in our community.

We aim to engage both child and adult-serving agencies within our proposed catchment area through the appointment of a dedicated Community Relations Director. This individual will play a vital role in fostering and nurturing relationships within the community. Additionally, we will provide these collaborative partners with quarterly reports detailing the effectiveness of our program, along with specialized training on Applied Behavior Analysis (ABA) principles. This training will empower them to better serve individuals with autism across all age groups, thereby enhancing their engagement and investment in our shared objectives.

To further strengthen our collaborative efforts, we will establish a board comprised of individuals with lived experience, including families, caregivers, and retired professionals from the autism-serving community. This board will convene quarterly to review program progress and ensure that we are effectively addressing the diverse needs of individuals with autism in our catchment area.

Furthermore, we will target national partners by leveraging the data collected from our program to demonstrate the efficacy of our methods in supporting individuals with autism towards achieving autonomy in adulthood. By sharing this data, we aim to establish fruitful partnerships that will amplify the impact of our initiatives on a broader scale.

### WORK PLAN



**WETHERALD  
BEHAVIORAL**  
ACADEMY

During the first year of funding, our project will focus on assembling a cohort of individuals with autism aged 13-26 within our catchment area. This initiative aims to gather baseline data utilizing the AFLS assessment, which will be a collaborative effort between the Community Relations Director and the Board-Certified Behavior Analyst (BCBA). Subsequently, the Community Relations Director will conduct an assessment of available child and adult-serving support resources in the area. Upon compiling this inventory, efforts will commence to forge relationships with these entities to identify any existing barriers hindering the delivery of quality care to individuals with autism.

Once these barriers are identified, the Board of Advisors will convene to analyze them and determine how our program can contribute to their resolution. Addressing these obstacles will play a pivotal role in fostering partnerships with both child and adult-serving programs. Throughout this process, data will be meticulously collected on baseline, intervention, and the maintenance of these partnerships, as well as the efficacy of implemented strategies in nurturing these relationships.

Evaluation criteria for mastery will be established, emphasizing an increase in successful transitions to living facilities with minimal support. This will be assessed using a Likert scale to gauge the level of support required. For instance, individuals requiring full support at age 26 will be categorized as Level 1 transition participants, while those needing minimal assistance will be rated as Level 5, signifying complete independence. Similarly, individuals' ability to secure employment, pursue post-secondary education, and independently manage daily tasks like shopping for clothing and food will also be evaluated using this Likert scale.

To ensure the integrity of the data, cognitive abilities at baseline will be factored into the equation, enabling a comprehensive analysis of growth from baseline. This approach will help mitigate any potential skewing of the data, ensuring its accuracy and reliability.

<b>Year</b>	<b>Activities</b>	<b>Responsible Party</b>	<b>Timeline</b>
Year 1	Assemble cohort of individuals aged 13-26 with autism for baseline data collection using AFLS assessment	Community Relations Director	Months 1-3
	Collaborate with BCBA to conduct AFLS assessments	BCBA	Months 1-3



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Assess available child and adult-serving support resources in the catchment area	Community Relations Director	Months 4-6
Initiate relationship-building efforts with identified support resources to identify barriers	Community Relations Director	Months 7-9
Convene Board of Advisors to analyze identified barriers and devise strategies for resolution	Board of Advisors	Months 10-12
Collect data on baseline, intervention, and maintenance of partnerships; assess efficacy of implemented strategies	Community Relations Director	Ongoing throughout Year 1
Establish evaluation criteria for mastery and develop Likert scale for assessing level of support	Project Team	Months 4-6
Begin data collection on successful transitions to living facilities with minimal support	Community Relations Director	Ongoing throughout Year 1
Evaluate individuals' ability to secure employment, pursue post-secondary education, and manage daily tasks	Project Team	Ongoing throughout Year 1
Incorporate cognitive abilities into data analysis to ensure data integrity	Project Team	Ongoing throughout Year 1

This table provides a structured overview of the project activities, the responsible parties, and the timeline for each activity during the first year of the project. Adjustments can be made based on specific timelines and responsibilities within your organization

During Phase 2 of the project, spanning from Years 2 to 5 of funding, our focus will center on adopting and implementing the framework established in the inaugural year, in close collaboration with child and adult-serving providers within our catchment area, as well as our esteemed Board of Advisors. This framework will serve as a guiding roadmap for parents and



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caregivers, offering a comprehensive understanding of the progression from childhood to adulthood for individuals with autism. We will provide invaluable guidance to families regarding accessing waivers and legal support essential for navigating this transition process effectively.

Throughout this phase, we will continue our diligent data collection efforts, utilizing the Likert scale grading process to continuously assess the efficacy of our program. By August 31, 2028, we aim to have a robust sustainability plan in place, ensuring that all child and adult-serving agencies are fully informed about the available supports for individuals with autism in our area. Additionally, we will equip parents with a step-by-step guide detailing how to access necessary care and support services for their children, along with compiling a comprehensive list of relevant resources accessible to the community.

To enhance transparency and accessibility, we will make project funding information readily available on our website. Moreover, we will share valuable insights and lessons learned, along with informative infographics, to support both providers and caregivers at various stages of their journey. This comprehensive approach aims to empower all stakeholders involved in supporting individuals with autism, fostering a more inclusive and supportive environment for our community.

<b>Year</b>	<b>Activities</b>	<b>Responsible Party</b>	<b>Timeline</b>
Year 2-5	Collaborate with child and adult-serving providers and Board of Advisors to adopt and implement the framework developed in Year 1	Community Relations Director	Ongoing throughout Years 2-5
	Develop a comprehensive timeline for parents and caregivers, outlining the progression of support from childhood to adulthood	Project Team	Ongoing throughout Years 2-5
	Provide guidance to parents and caregivers on accessing waivers and legal support needed during the transition process	Project Team	Ongoing throughout Years 2-5
	Continue data collection using Likert scale grading process to assess program efficacy	Project Team	Ongoing throughout Years 2-5



Develop a sustainability plan by August 31, 2028, ensuring all child and adult-serving agencies are aware of available supports	Project Team	Months 36-48 (by August 31, 2028)
Create a step-by-step guide for parents on accessing necessary care and support services for their children	Project Team	Ongoing throughout Years 2-5
Compile relevant resources into a comprehensive list for community access	Project Team	Ongoing throughout Years 2-5
Make project funding information publicly available on the website	Community Relations Director	Ongoing throughout Years 2-5
Publish lessons learned and infographics on the website to support providers and caregivers	Project Team	Ongoing throughout Years 2-5

This table outlines the planned activities for Phase 2 (Years 2-5) of the project, detailing responsibilities and timelines for each task. Adjustments can be made based on specific project goals and timelines.

**RESOLUTION OF CHALLENGES**

We anticipate encountering challenges in engaging participation from providers within our catchment area, primarily stemming from their limited availability due to existing job duties. To address this hurdle, we will offer comprehensive support and resources to assist them in effectively serving individuals with autism, especially those with behavioral challenges. Leveraging the expertise of our Board-Certified Behavior Analyst (BCBA) and subsequent Registered Behavior Technicians (RBTs), we will provide assistance with managing such individuals, thereby fostering rapport and buy-in from the providers. Once these relationships are established, we will collaborate with them to gather baseline and ongoing data crucial for supporting our project findings.

Additionally, we recognize that assisting parents may present its own set of challenges, including a lack of previous support and the daunting nature of planning for their child's future independence. It can be emotionally challenging for parents to confront the reality that their child with autism will one day need to navigate life independently, especially when parental support is no longer feasible. However, the activities outlined in our work plan are designed to address these obstacles. By building meaningful relationships with families, we aim to reassure them that





they are not alone in this journey. We are committed to providing unwavering support every step of the way, helping alleviate their concerns and empowering them to navigate the transition process with confidence and reassurance.

Phase	Task	Responsible Party	Timeline
Phase 1	Identify Challenges	Project Team	Month 1
	Address Lack of Time	Project Team	Months 1-2
	Provide Support & Resources	Project Team	Months 2-3
	Engage Providers in Collaboration	Community Relations Director	Months 3-6
Phase 2	Utilize BCBA & RBTs	BCBA, RBTs	Months 6-12
	Assist with Individuals with Autism	BCBA, RBTs	Ongoing throughout Phase 2
	Establish Rapport & Buy-in	Community Relations Director	Ongoing throughout Phase 2
	Collect Baseline & Ongoing Data	Project Team	Ongoing throughout Phase 2
	Address Parental Challenges	Project Team	Months 9-12
	Assist with Future Planning	Project Team	Months 9-12
	Build Meaningful Relationships	Community Relations Director	Ongoing throughout Phase 2
Phase 3	Project Success	Project Team	Months 13-14



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Sustainability Planning	Project Team	Months 14-15
Disseminate Findings	Project Team	Months 15-16
Continued Support	Community Relations Director	Ongoing beyond Phase 3

This work plan table outlines the tasks to be completed during each phase of the project, along with the responsible party and the timeline for each task. Adjustments can be made based on specific project requirements and timelines.

#### EVALUATION AND TECHNICAL SUPPORT CAPACITY

The program evaluation plan entails a comprehensive approach to assessing the effectiveness of our interventions for individuals with autism. We will analyze collected data to discern positive trends in skill acquisition goals and negative trends in behavior reduction goals. Additionally, we will utilize Likert scale data to gauge the level of independence in various daily living activities, such as housing, employment, education, and self-sustenance like shopping. In cases where interventions do not yield the desired outcomes, collaborative efforts with families and providers will ensue to devise individualized plans for success. These plans may involve ABA therapy, psychiatric support, or other necessary interventions tailored to each participant's needs. Regular reviews of our organizational profile, collaborative partnerships, key personnel, budget, processes, and expected outcomes will be conducted to ensure program success. A continuum of care will be established, outlining milestones individuals need to access at various stages of their journey to adulthood. This approach will consider their cognitive abilities and legal rights as adults, with psychologists assessing cognitive abilities, BCBAs overseeing behavioral reduction and skill acquisition, the project team assisting with milestone navigation, and the Community Relations Director guiding families to appropriate resources and services. By implementing this program evaluation plan, we aim to track progress, identify areas for improvement, and ensure that individuals with autism receive comprehensive support tailored to their unique needs, ultimately fostering their success in transitioning to adulthood.

#### Program Evaluation Plan

##### Data Analysis:

- Analyze collected data to identify positive trends in skill acquisition goals and negative trends in behavior reduction goals.



- Utilize Likert scale data to assess the percentage of independence in daily living activities, such as living arrangements, employment, education, and self-sustaining needs like shopping.

Intervention Strategies:

- If interventions do not yield desired outcomes, collaborate with families and providers to develop individualized plans for success.
- Plans may include ABA therapy, psychiatric support, or other necessary interventions tailored to each participant's needs.

Success Review:

- Review organizational profile, collaborative partnerships, key personnel, budget, processes, and expected outcomes to ensure program success.

Continuum of Care:

- Create a continuum of care for individuals with autism, outlining milestones they need to access at various stages of their journey to adulthood.
- Tailor plans to each individual based on their cognitive abilities and legal rights as adults.

Role Allocation:

- Psychologists assess cognitive abilities.
- BCBA's oversee behavioral reduction and skill acquisition.
- Project team assists with navigating milestones.
- Community Relations Director guides families to appropriate resources and services.

Evaluation Processes:

- Develop systematic processes and personnel to support program objectives and conduct ongoing program evaluation.

By implementing this program evaluation plan, we aim to track progress, identify areas for improvement, and ensure that individuals with autism receive comprehensive support tailored to their unique needs, ultimately fostering their success in transitioning to adulthood.

Potential Obstacle: Non-compliance with Data Collection

- Stakeholders may not submit their data as requested, leading to incomplete or inconsistent data collection.

Plan to Address:

- Increase efforts in rapport-building activities with stakeholders, emphasizing the value of the services offered.
- Provide clear and concise outlines of how the program can address their specific needs, demonstrating the tangible benefits of participation.



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- Offer additional support and resources to facilitate the data collection process, such as training sessions or assistance with data entry.
- Establish regular communication channels to address any concerns or challenges faced by stakeholders, ensuring ongoing engagement and participation.

By addressing these potential obstacles proactively, we aim to foster a collaborative and supportive environment where stakeholders are motivated to actively participate in the program evaluation process. This approach will help ensure the collection of comprehensive and reliable data, ultimately enhancing the effectiveness of our program.

**BRIGHT FROM THE START**  
Georgia Department of Early Care and Learning  
Martin Luther King Jr. Drive SE, 754 East Tower, Atlanta, Georgia 30334  
(404) 656-5957

**Brian P. Kemp**  
GOVERNOR

**Amy M. Jacobs**  
COMMISSIONER

July 10, 2023

Mrs. Danielle Wetherald, Owner  
Wetherald Behavioral Academy, Inc  
2417 Westgate Drive, Suite A  
Albany, Georgia 31707

Re: Wetherald Behavioral Academy  
Exemption Program Number: EX-59784  
2417 Westgate Drive  
Albany, Georgia 31707  
(Dougherty County)

Dear Mrs. Wetherald:

On June 22, 2023, Bright from the Start: Georgia Department of Early Care and Learning received an Exemption Application for the program at the above location. Based on a review of your program description, it was determined that this program meets the criteria for exemption from state licensure as follows:

**591-1-1-.46(1)(b)2. EXMT-23329 Private non-public educational programs with an established curriculum for children five (5) years and older that operate during the school term for the customary school day, as defined by Georgia law.**

**CONDITIONS OF EXEMPTION:**

- Ages of Children: 5 years through 17 years
- Operation Months: School year only
- Operation Days: Monday through Friday
- Operation Hours: Weekday Hours : 8:00 am - 3:30 pm

**Note: Exemption approval means this program is not licensed as a child care learning center and is not required to be licensed because the program operations meet the criteria as described above. Therefore, the program is not required to comply with the Bright from the Start Rules for Child Care Learning Centers and is not required to comply with the fingerprint criminal record check requirements. Bright from the Start will not regulate or routinely inspect this program and will only monitor the program to ensure compliance with exemption criteria and requirements or to collect data. The facility must meet all local requirements, such as complying with building, zoning, and fire regulations.**

This exemption program number EX-59784 and the exemption category number EXMT-23329 remain valid as long as there are no changes in the program. If you alter the program

in any way or move the program to a new location, you must submit a new exemption application for review. You must also notify Bright from the Start if the program stops operating. This letter and the enclosed Exemption Notice must be posted in a conspicuous location for public viewing.

Also, enclosed are the requirements for exempt programs for you to use as a reference to ensure your program remains in compliance. Current information about exemptions can also be found at <http://www.decal.ga.gov/CCS/Exemptions.aspx>.

If you have questions or need general support, contact Sarah Benton at (770) 357-5103 or at [sarah.benton@decal.ga.gov](mailto:sarah.benton@decal.ga.gov).

Sincerely,

A handwritten signature in blue ink that reads "Chrissy Powell". The signature is written in a cursive, flowing style.

Chrissy Powell  
Exemption Unit Manager

cc: Exemption File  
Rukiya Thomas

# NOTICE OF EXEMPTION

**Effective Date: July 10, 2023**



**This program is not licensed by Bright from the Start: Georgia Department of Early Care and Learning and is not required to be licensed. The program is not regulated and may not be routinely inspected.**

**Exemption Provider Number: EX-59784**

**Wetherald Behavioral Academy**

2417 Westgate Drive

Albany, Georgia 31707

**"This exemption is granted pursuant to the authority vested in Bright from the Start: Georgia Department of Early Care and Learning, O.C.G.A. §20-1A-14(b) et seq."**

**Refer to the letter posted with this notice for details about the exemption(s) approved for this program.**

**Bright from the Start: Georgia Department of Early Care and Learning,  
2 Martin Luther King Jr. Drive SE, 670 East Tower Atlanta, Georgia 30334  
404-657-5562  
[www.dec.state.ga.us](http://www.dec.state.ga.us)**

**THIS NOTICE AND THE EXEMPTION APPROVAL LETTER MUST BE POSTED IN A CONSPICUOUS LOCATION IN THE PROGRAM.**



LEE COUNTY  
Planning Department  
Lee County, Georgia  
Zoning Staff Report

**DATE:** May 2, 2024

**APPLICATION TYPE:** Conditional Use

**APPLICANT:** The Lee County Emergency Response Department

**REQUESTED ACTION:** Special Approval to install a communications tower and related appurtenances, with the communications tower being greater than 100 feet in height.

**LOCATION OF PROPERTY:** 2345 US 19 N, Smithville, GA (Fire Station 4); Parcel No.: 020003

**PARCEL SIZE:** 2.55 AC



**Present Zoning and Use of Property:** AG-1 (Active Agriculture District) – Smithville Fire Station 4 (Lee County).

**MEETING INFORMATION:** 102 Starksville Ave. N, Leesburg, GA  
Opal Cannon Auditorium, T. Page Tharp Government Bldg.

Planning Commission (public hearing):	May 2, 2024; 6:00pm
County Commission (public hearing):	May 14, 2024; 6:00pm
County Commission (voting session):	May 28, 2024; 6:00pm

**STAFF RECOMMENDATION:** Approval

**GENERAL INFORMATION:**

The Lee County Emergency Response Department is submitting a Conditional Use application to install a communications tower and related appurtenances, the stated communications tower being greater than 100 feet in height, which requires a Conditional Use approval per Sec. 70-313 of the Lee County Zoning Ordinance.



The west property line borders a large Agriculture parcel and is surrounding by natural vegetation. The communications tower and related appurtenances will be located on the same parcel as the Smithville Fire Station #4.

**CONDITIONAL USE REVIEW CRITERIA:**

Conditional uses may be granted upon a finding that, if granted, the conditional use will not cause occurrence of any of the following:

**1. The proposed use shall not be contrary to the purpose of this article.**

The AG zoning district permits structures over 100 feet tall with a special approval.

**2. The proposed use shall not be detrimental to the use or development of adjacent properties or the general neighborhood nor affect adversely the health and safety of residents and workers.**

The available engineering information at this point is limited. However, Motorola has provided basic information stating that the fall zone radius of the tower is theatrically zero in the event the tower should collapse. If this is ultimately how the tower is designed, the proposed use shall not be detrimental to the use or development of adjacent properties or the general neighborhood nor affect adversely the health and safety of residents and workers.

**3. The proposed use shall not constitute a nuisance or hazard because of the number of persons who will attend or use such facility, vehicular movement, noise or fume generation or type of physical activity.**

The proposed communications tower and related appurtenances will be located behind the Smithville Fire Station #4. The tower will be used for emergency response purposes only and may require occasional maintenance. These factors will not constitute a nuisance, hazard, noise or fume generation, or type of physical activity.

**4. The proposed use shall not be affected adversely by the existing uses; and the proposed use will be placed on a lot of sufficient size to satisfy the space requirements of said use.**

This proposed conditional use of the communications tower and related appurtenances shall not affect the existing use of the Smithville Fire Station #4. This communications tower is necessary for the emergency response of Lee County Emergency forces. The lot is not of sufficient size to satisfy the space requirements of the communication tower and appurtenances however; this request is concurrently pursuing a variance to request lot setback reductions.

5. **The parking and all development standards set forth for each particular use for which a permit may be granted can be met.**

Planning staff will expect applicant to meet all development standards.

**STAFF RECOMMENDATION:**

Based on the review criteria and all of the above, the communications tower and related appurtenances should not be detrimental to the health, safety, and general welfare of the area.

The Planning staff recommends **APPROVAL**.



LEE COUNTY  
CITY OF LEESBURG  
CITY OF SMITHVILLE

**CONDITIONAL USE APPLICATION**

OWNER: Lee County BOC  
ADDRESS: 102 Statesville Ave N

DAYTIME PHONE # 229-759-6000 EMAIL: nikkie.celinski@lee.ga.us

ADDRESS OR LOCATION OF PROPERTY: 2345 Highway 19 N

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

Present Zoning AG Present Use of Property: Smithville Fire Station #4

38 Land Lot Number      13 Land District      2.55 # of Acres

The subject property is described as follows:  
Fire Station

Why are you requesting a conditional use?  
Tower over 100 ft

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

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

WITNESS [Signature] OWNER [Signature]

DATE 4/23/24 DATE 4-23-2024

Application Fee: \$ Date Paid: waived Received by: [Signature]

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

Applicant Name: Nikkie Celinski - 911 Director

Address: Lee County BOC 102 Statesville Ave N

Phone #: 229-759-6000 Email: nikkie.celinski@lee.ga.us



LEE COUNTY  
Planning Department  
Lee County, Georgia  
Zoning Staff Report

**DATE:** May 2, 2024

**APPLICATION TYPE:** Variance

**APPLICANT:** The Lee County Emergency Response Department

**REQUESTED ACTION:** Variance application for a reduction in setback requirements in the AG-1 District for the placement of a communications tower and related appurtenances.

**LOCATION OF PROPERTY:** 2345 US 19 N, Smithville, GA (Fire Station 4); Parcel No.: 020003



**PARCEL SIZE:** 2.55 AC

**Present Zoning and Use of Property:** AG-1 (Active Agriculture District) – Smithville Fire Station 4 (Lee County).

**MEETING INFORMATION:** 102 Starksville Ave. N, Leesburg, GA  
Opal Cannon Auditorium, T. Page Tharp Government Bldg.

Planning Commission (public hearing):	May 2, 2024; 6:00pm
County Commission (public hearing):	May 14, 2024; 6:00pm
County Commission (voting session):	May 28, 2024; 6:00pm

**STAFF RECOMMENDATION:** Approval

**GENERAL INFORMATION:**

The Lee County Emergency Response Department is requesting a variance for a reduction in setback requirements in the AG-1 District for the placement of a communications tower and related appurtenances to be located at 2345 US 19 N, Smithville, GA, (Fire Station #4).

The west property line borders a large Agriculture parcel and is surrounding by natural vegetation. The communications tower and related appurtenances will be located on the same parcel as the Smithville Fire Station #4.

#### **VARIANCE APPLICATION SUMMARY & REVIEW CRITERIA:**

The Lee County Emergency Response Department is requesting a variance for a reduction in setback requirements in the AG-1 District for the placement of a communications tower and related appurtenances to be located at 2345 US 19 N, Smithville, GA, (Fire Station #4).

The current setback requirements for this district are 100 feet front setback, 50 feet rear setback, 20 feet side setbacks as permitted in Sec. 70-314 of the Lee County Ordinance.

A variance is required for a reduction in setbacks to the side and rear, setbacks to 10 feet for the side and 10 feet at the rear. The following is an assessment of the Lee County Zoning Ordinance criteria for variances.

#### Variance Review Criteria

A variance may be granted by the Board of Commissioners, after review of the Planning Commission, in cases where the variance is determined to not be contrary to the public interest, and where owing to special conditions a literal enforcement of a specified zoning requirement will result in unnecessary hardship. A variance may be granted in a case of unnecessary hardship determine by the following criteria:

- (1) There are extraordinary and exceptional conditions pertaining to the particular piece of property in question because of its size, shape or topography, and;
- (2) The application of the chapter to this particular piece of property would create an unnecessary hardship, and;
- (3) Such conditions are peculiar to the particular piece of property involved, and;
- (4) Release if granted, would not cause substantial detriment to the public interest or impair the purposes and intent of this chapter, provided, however, that no variance may be granted for a use of land or building which is prohibited by this article.

The evaluation criteria for a hardship variance are generally met in this case. The size of the existing property will support the communications tower and related appurtenances, but does require a reduction in setbacks. Application of the setback requirement of 50-foot rear setback and 20-foot side setback would create an unnecessary hardship. This situation is particular to this subject property in that the Fire Station will utilize this tower for emergency response. A reduction in setbacks to 10-foot side and rear, would not be expected to cause substantial detriment to the public interest or impact the purpose and intent of the zoning ordinance. To ensure this, a letter prepared by a registered professional engineer identifying the fall zone radius of the tower will be required in the permitting process to ensure the safety of the surrounding uses.

If approved, the variance to allow a reduction in setback requirements in the AG-1 District from 50-foot rear and 20-foot side to 10-foot side and rear setbacks.

**STAFF RECOMMENDATION:**

Based on the review criteria, the communications tower and related appurtenances should not be detrimental to the health, safety, and general welfare of the area with a reduction to setbacks.

The Planning staff recommends **APPROVAL**.



LEE COUNTY  
CITY OF LEESBURG  
CITY OF SMITHVILLE

**VARIANCE APPLICATION**

OWNER: Lee County ROC  
ADDRESS: 102 Starksville Ave N

DAYTIME PHONE #: \_\_\_\_\_ EMAIL: \_\_\_\_\_

ADDRESS OR LOCATION OF PROPERTY: 2345 Highway 19 N

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

Present Zoning AG Present Use of Property: Smithville Fire Station #4

36 Land Lot Number      13 Land District      2.55 # of Acres

Reasons for requesting variance:  
Reduction in set backs

ALSO ATTACH: (1 copy of each)  Plat of property, including vicinity map  
 Legal description Containing Metes and Bounds

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

WITNESS (signature) OWNER (signature)

DATE: 4/23/24 DATE: 4-23-2024

Application Fee: 0 Date Paid: waived Received by: (signature)

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

Applicant Name: Nikkie Celinski - all Director

Address: 102 Starksville Ave N

Phone #: 229-759-6000 Email: Nikkie.Celinski@leega.us

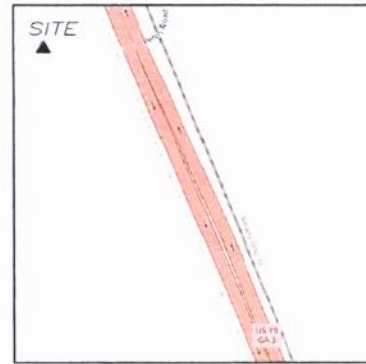
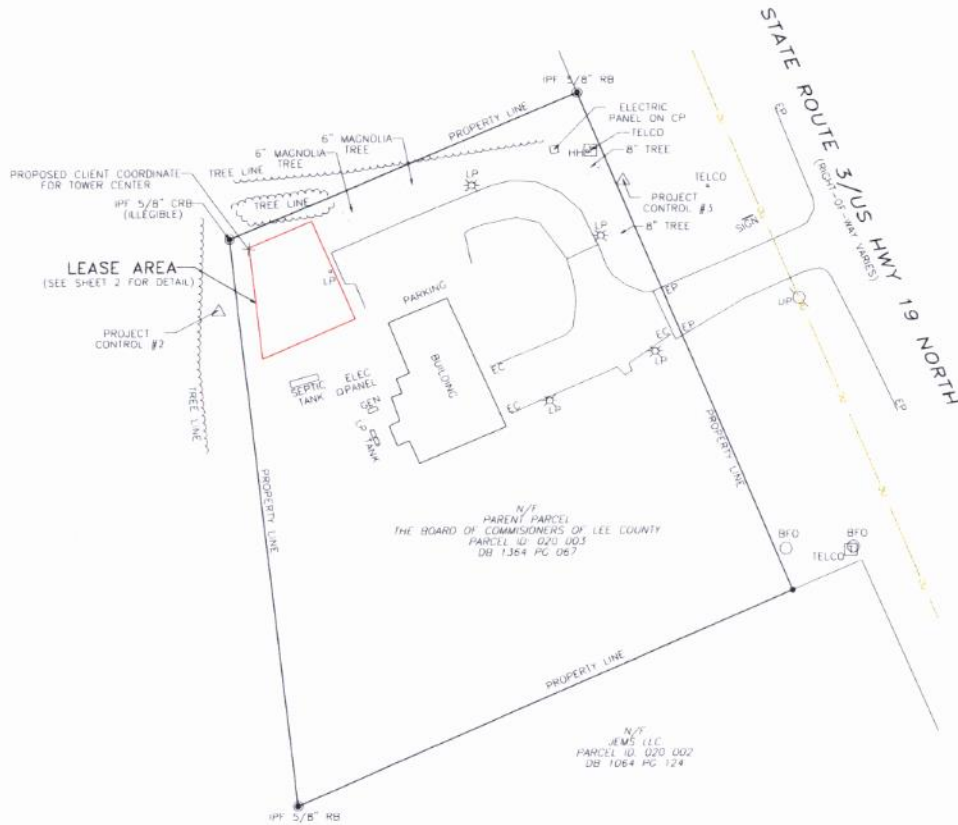


**PARENT PARCEL**

OWNER: THE BOARD OF COMMISSIONERS OF LEE COUNTY  
SITE ADDRESS: US 19 NORTH, SMITHVILLE, GA 31787  
PARCEL ID: 020 003  
AREA: 2.50 ACRES (PER TAX ASSESSOR)  
ALL ZONING INFORMATION SHOULD BE VERIFIED WITH THE PROPER ZONING OFFICIALS.  
REFERENCE: DEED BOOK 1364 PAGE 067

**GNSS NOTES**

THE FOLLOWING GNSS STATISTICS UPON WHICH THIS SURVEY IS BASED HAVE BEEN PRODUCED AT THE 95% CONFIDENCE LEVEL:  
POSITIONAL ACCURACY: 0.03 FEET (HORZ) 0.23 FEET (VERT)  
TYPE OF EQUIPMENT: CARLSON SINK7 BASE AND ROWER DUAL FREQUENCY  
TYPE OF GNSS FIELD PROCEDURE: ONLINE POSITION USER INTERFACE  
DATE OF SURVEY: 01/15/2024  
DATUM / EPOCH: NAD 83/2011.3/EPOCH 2010.0000  
PUBLISHED / FIXED CONTROL: USE N/A  
GEOID MODEL: 18  
COMBINED GRID FACTORS: 0.99998030 CENTERED ON THE BASE POINT AS SHOWN HEREON  
CONVERGENCE ANGLE: 0.03801111  
BENCHMARKS USED: 004190 DL2033 DL2076



**GENERAL NOTES**

THIS EXHIBIT SURVEY IS FOR THE LEASED PREMISES AND EASEMENTS ONLY. THIS EXHIBIT SURVEY WAS PREPARED FOR THE EXCLUSIVE USE OF WSP USA AND EXCLUSIVELY FOR THE TRANSFER OF THE LEASED PREMISES AND THE RIGHTS OF EASEMENT SHOWN HEREON AND SHALL NOT BE USED AS AN EXHIBIT OR EVIDENCE IN THE FEE SIMPLE TRANSFER OF THE PARENT PARCEL NOR ANY PORTION OR PORTIONS THEREOF. BOUNDARY INFORMATION SHOWN HEREON HAS BEEN COMPILED FROM TAX MAPS AND DEED DESCRIPTIONS ONLY. NO BOUNDARY SURVEY OF THE PARENT PARCEL WAS PERFORMED.

THIS DRAWING DOES NOT REPRESENT A BOUNDARY SURVEY.

THIS EXHIBIT SURVEY WAS PREPARED WITHOUT BENEFIT OF A TITLE REPORT WHICH MAY REVEAL ADDITIONAL CONVEYANCES, EASEMENTS, OR RIGHTS-OF-WAY NOT SHOWN HEREON.

EQUIPMENT USED FOR ANGULAR & LINEAR MEASUREMENTS: GOMAX ZOOM ROBIC AND/OR LEICA TS12 (DATE OF LAST FIELD VISIT: 01/15/2024). SEE GNSS NOTES FOR GNSS EQUIPMENT.

THE 1' CONTOURS AND SPOT ELEVATIONS SHOWN ON THIS EXHIBIT SURVEY ARE ADJUSTED TO NAVD 88 DATUM (COMPUTED USING GEOID18) AND HAVE A VERTICAL ACCURACY OF ± 0.5' CONTOURS OUTSIDE THE IMMEDIATE SITE AREA ARE APPROXIMATE.

BEARINGS SHOWN ON THIS EXHIBIT SURVEY ARE BASED ON GRID NORTH (NAD 83) GEORGIA WEST ZONE.

PER THE FEMA FLOODPLAIN MAPS, THE SITE IS LOCATED IN AN AREA DESIGNATED AS ZONE X (AREA OF MINIMAL FLOOD HAZARD), COMMUNITY PANEL NO. 13177C01500 DATED 09/02/2008 & LOMR 15-04-3748P EFFECTIVE 5/19/2016.

NO WETLAND AREAS HAVE BEEN INVESTIGATED BY THIS EXHIBIT SURVEY. ALL ZONING INFORMATION SHOULD BE VERIFIED WITH THE PROPER ZONING OFFICIALS.

ANY UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM ABOVE GROUND FIELD SURVEY INFORMATION. THE SURVEYOR MAKES NO GUARANTEES THAT ANY UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT ANY UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED ANY UNDERGROUND UTILITIES.

CERTIFICATE OF AUTHORIZATION: LSF000843

THIS MAP IS NOT A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS. THIS MAP IS ONLY INTENDED FOR THE PARTIES AND PURPOSES SHOWN. THIS MAP IS NOT FOR RECORDATION.

PRELIMINARY

NO	DATE	REVISION

EXHIBIT SURVEY PREPARED BY:  
**POINT TO POINT LAND SURVEYORS**  
100 Governors Trace, Ste. 103  
Peachtree City, GA 30269  
(p) 678.565.4440  
(f) 678.565.4497  
(w) pointtopointsurvey.com



EXHIBIT SURVEY PREPARED FOR:

**WSP USA**

WSP USA (ENVIRONMENT & INFRASTRUCTURE, INC)  
1075 BIG SHAWNY DRIVE, N.W. SUITE 100  
KENNESAW, GA 30144

LEE COUNTY

LAND LOT 38 - 13TH DISTRICT  
LEE COUNTY, GEORGIA

DRAWN BY: MK	SHEET
CHECKED BY: DMW	7
APPROVED BY: D. MILLER	
DATE: PRELIMINARY	85 OF 2
P2P JOB # 2400020A	

- LEGEND
- PCB POINT OF BEGINNING
- POC POINT OF COMMENCEMENT
- IPS IRON PIN SET
- WIP WIP FOUND
- CMF CONCRETE MONUMENT FOUND
- CMF CONCRETE MONUMENT FOUND
- CMB CORNER MARK
- REB REBAR
- OPB OPEN TOP PIPE
- UPF UTILITY POLE
- LP LIGHT POLE
- SSM SANITARY SEWER MANHOLE
- SSWM STORM SEWER MANHOLE
- WMT WIRE
- FM FIRE HYDRANT
- EP EDGE OF PAVEMENT
- EC EDGE OF CURB
- CU OVERHEAD UTILITY
- CMF CORRUGATED METAL PIPE
- RCF REINFORCED CONCRETE PIPE
- PCF POLYURETHANE CONCRETE PIPE
- CP CUP BRIF ANCHOR
- TR TRANSFORMER
- CLF CHAIN LINK FENCE
- SMF SMASHED WIRE FENCE
- WV WIRE WALL
- RM RIMMER MARKER
- CD CENTER CLEAN OUT
- GV GAS VALVE
- HA HANDLE
- CP CONCRETE PAD
- RFD BRONZE FINGER OPTIC
- N/P NOT FOUND
- R/W RIGHT OF WAY

**SURVEYOR CERTIFICATION**

I HEREBY CERTIFY THAT THIS MAP IS CORRECT AND WAS DRAWN UNDER MY DIRECT SUPERVISION. ANY VISIBLE ENCROACHMENTS ARE SHOWN HEREON.

**PRELIMINARY**

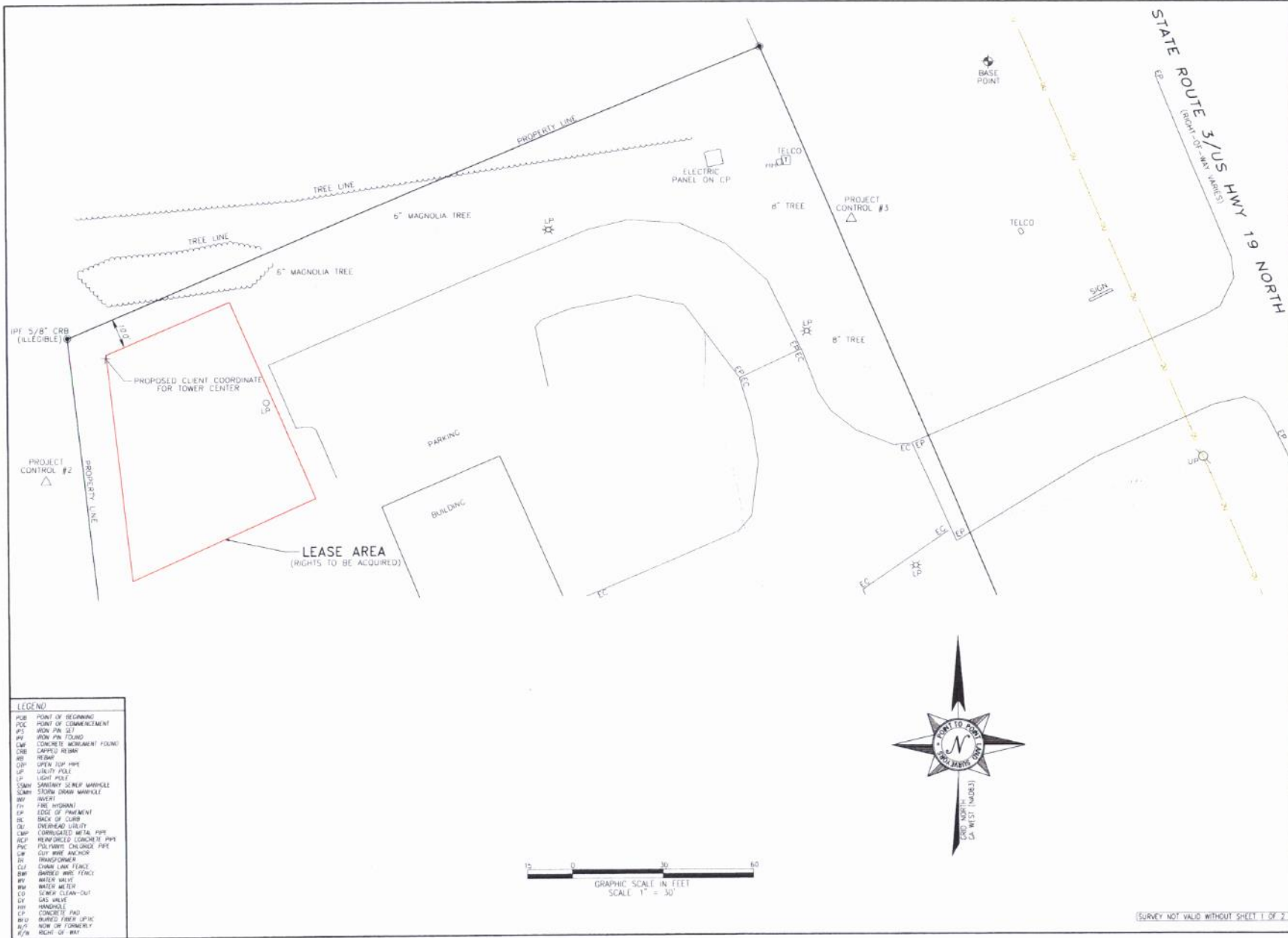
DAVID M. MILLER, GEORGIA PROFESSIONAL LAND SURVEYOR #3433  
POINT TO POINT LAND SURVEYORS, INC.  
THIS MAP IS NOT A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS. THIS MAP IS ONLY INTENDED FOR THE PARTIES AND PURPOSES SHOWN. THIS MAP IS NOT FOR RECORDATION.



(SURVEY NOT VALID WITHOUT SHEET 2 OF 2)







**LEGEND**

- P/B POINT OF BEGINNING
- P/C POINT OF COMMENCEMENT
- P/S IRON PIN SET
- P/F IRON PIN FOUND
- L/MF CONCRETE MEASUREMENT FOUND
- C/B CONCRETE REBAR
- R/S REBAR
- O/P OPEN JUP PIPE
- L/P LIFT-UP POLE
- L/L LIGHT POLE
- S/MN SANITARY SEWER MANHOLE
- S/MN STONE DRAIN MANHOLE
- R/W RIVER
- F/H FIRE HYDRANT
- E/P EDGE OF PAVEMENT
- B/C BACK OF CURB
- O/L OVERHEAD UTILITY
- C/MF CORRUGATED METAL PIPE
- R/C/RP REINFORCED CONCRETE PIPE
- P/MC POLYMER CONCRETE PIPE
- C/P CUT PIPE ANCHOR
- T/F TRANSFORMER
- C/L CHAIN LINK FENCE
- B/W BARBED WIRE FENCE
- M/W WATER WALLE
- M/W WATER METER
- C/D CURB CLEAN-OUT
- G/W GAS WALLE
- H/W HANDHOLE
- C/P CONCRETE PAD
- B/L BURIED FIRE OPTIC
- B/C ROW OR FOREBAY
- R/W RIGHT OF WAY



PRELIMINARY

NO.	DATE	REVISION

**POINT TO POINT LAND SURVEYORS**  
 100 Governors Trace, Ste. 103  
 Peachtree City, GA 30269  
 (P) 678.565.4440  
 (F) 678.565.4497  
 (W) pointtopointsurvey.com

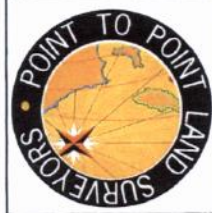


EXHIBIT SURVEY PREPARED FOR:

WSP USA

WSP USA ENVIRONMENT & INFRASTRUCTURE, INC.  
 1375 BIG SHANTY DRIVE, N.W., SUITE 100  
 KENNESAW, GA 30144

LEE COUNTY

LAND LOT 38, 13TH DISTRICT  
 LEE COUNTY, GEORGIA

DRAWN BY: MK	SHEET: 2
CHECKED BY: DMM	2
APPROVED BY: MILLER	
DATE: PRELIMINARY	
P2P JOB # 240002CA	16 OF 2

(SURVEY NOT VALID WITHOUT SHEET 1 OF 2)



Mail Processing Center  
 Federal Aviation Administration  
 Southwest Regional Office  
 Obstruction Evaluation Group  
 10101 Hillwood Parkway  
 Fort Worth, TX 76177

Aeronautical Study No.  
 2023-ASO-28456-OE

Issued Date: 10/24/2023

Nikkie Celinski  
 Lee County, Ga  
 110 Starksville Avenue North  
 Leesburg, GA 31763

**\*\* DETERMINATION OF NO HAZARD TO AIR NAVIGATION \*\***

The Federal Aviation Administration has conducted an aeronautical study under the provisions of 49 U.S.C., Section 44718 and if applicable Title 14 of the Code of Federal Regulations, part 77, concerning:

Structure: Antenna Tower Fire Station #4  
 Location: Smithville, GA  
 Latitude: 31-52-30.24N NAD 83  
 Longitude: 84-14-29.36W  
 Heights: 302 feet site elevation (SE)  
 320 feet above ground level (AGL)  
 622 feet above mean sea level (AMSL)

This aeronautical study revealed that the structure does not exceed obstruction standards and would not be a hazard to air navigation provided the following condition(s), if any, is(are) met:

As a condition to this Determination, the structure is to be marked/lighted in accordance with FAA Advisory circular 70/7460-1 M, Obstruction Marking and Lighting, a med-dual system-Chapters 4,8(M-Dual),&15.

Any failure or malfunction that lasts more than thirty (30) minutes and affects a top light or flashing obstruction light, regardless of its position, should be reported immediately to (877) 487-6867 so a Notice to Air Missions (NOTAM) can be issued. As soon as the normal operation is restored, notify the same number.

It is required that FAA Form 7460-2, Notice of Actual Construction or Alteration, be e-filed any time the project is abandoned or:

- At least 10 days prior to start of construction (7460-2, Part 1)
- Within 5 days after the construction reaches its greatest height (7460-2, Part 2)

This determination expires on 04/24/2025 unless:

- (a) the construction is started (not necessarily completed) and FAA Form 7460-2, Notice of Actual Construction or Alteration, is received by this office.
- (b) extended, revised, or terminated by the issuing office.

- (c) the construction is subject to the licensing authority of the Federal Communications Commission (FCC) and an application for a construction permit has been filed, as required by the FCC, within 6 months of the date of this determination. In such case, the determination expires on the date prescribed by the FCC for completion of construction, or the date the FCC denies the application.

NOTE: REQUEST FOR EXTENSION OF THE EFFECTIVE PERIOD OF THIS DETERMINATION MUST BE E-FILED AT LEAST 15 DAYS PRIOR TO THE EXPIRATION DATE. AFTER RE-EVALUATION OF CURRENT OPERATIONS IN THE AREA OF THE STRUCTURE TO DETERMINE THAT NO SIGNIFICANT AERONAUTICAL CHANGES HAVE OCCURRED, YOUR DETERMINATION MAY BE ELIGIBLE FOR ONE EXTENSION OF THE EFFECTIVE PERIOD.

This determination is based, in part, on the foregoing description which includes specific coordinates, heights, frequency(ies) and power. Any changes in coordinates, heights, and frequencies or use of greater power, except those frequencies specified in the Colo Void Clause Coalition; Antenna System Co-Location; Voluntary Best Practices, will void this determination. Any future construction or alteration, including increase to heights, power, or the addition of other transmitters, requires separate notice to the FAA. This determination includes all previously filed frequencies and power for this structure.

If construction or alteration is dismantled or destroyed, you must submit notice to the FAA within 5 days after the construction or alteration is dismantled or destroyed.

This determination does include temporary construction equipment such as cranes, derricks, etc., which may be used during actual construction of the structure. However, this equipment shall not exceed the overall heights as indicated above. Equipment which has a height greater than the studied structure requires separate notice to the FAA.

This determination concerns the effect of this structure on the safe and efficient use of navigable airspace by aircraft and does not relieve the sponsor of compliance responsibilities relating to any law, ordinance, or regulation of any Federal, State, or local government body.

A copy of this determination will be forwarded to the Federal Communications Commission (FCC) because the structure is subject to their licensing authority.

If we can be of further assistance, please contact our office at (404) 305-6430, or [kelly.r.nelson@faa.gov](mailto:kelly.r.nelson@faa.gov). On any future correspondence concerning this matter, please refer to Aeronautical Study Number 2023-ASO-28456-OE.

**Signature Control No: 600373533-602781198**

( DNE )

Kelly Nelson  
Specialist

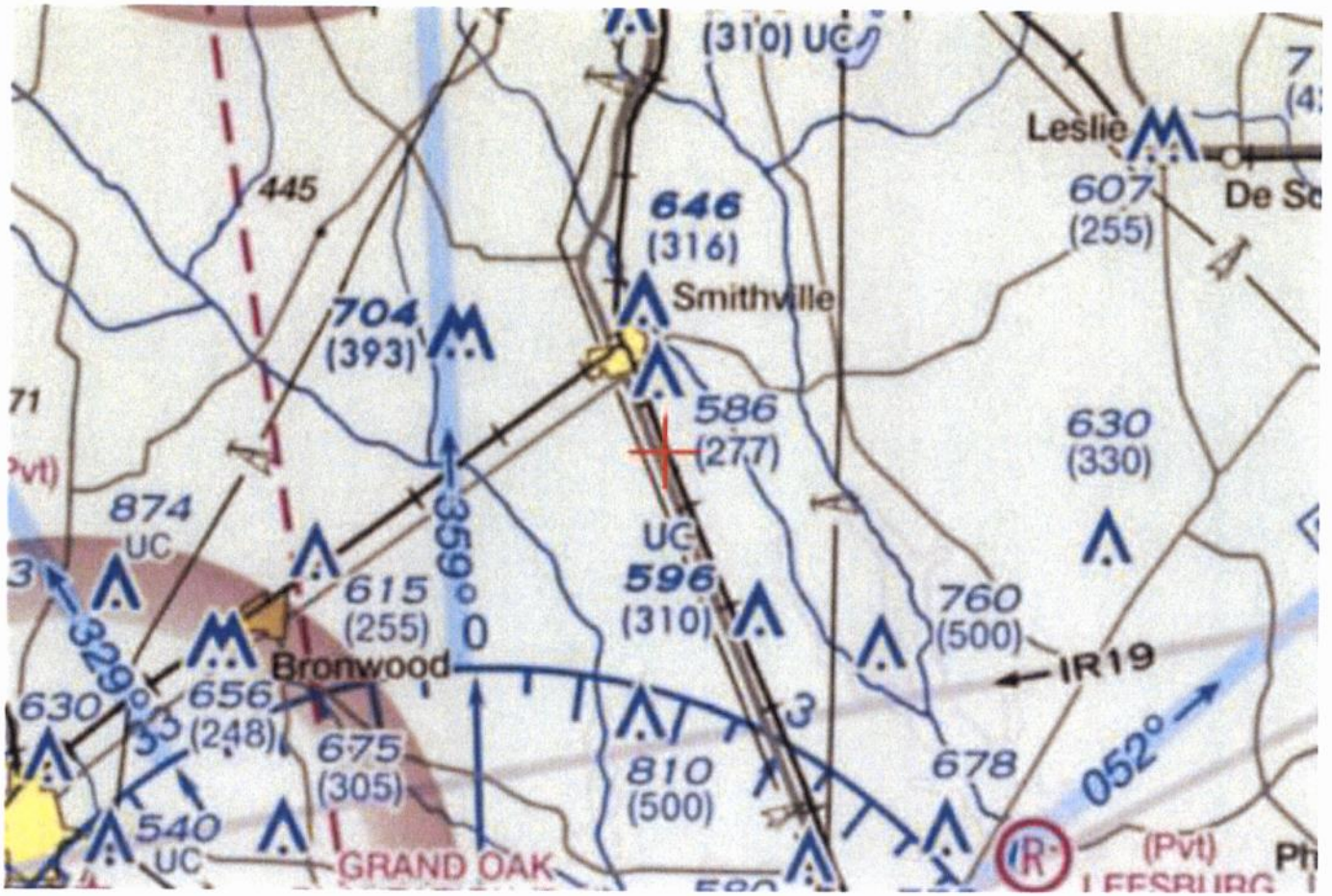
Attachment(s)  
Frequency Data  
Map(s)

cc: FCC

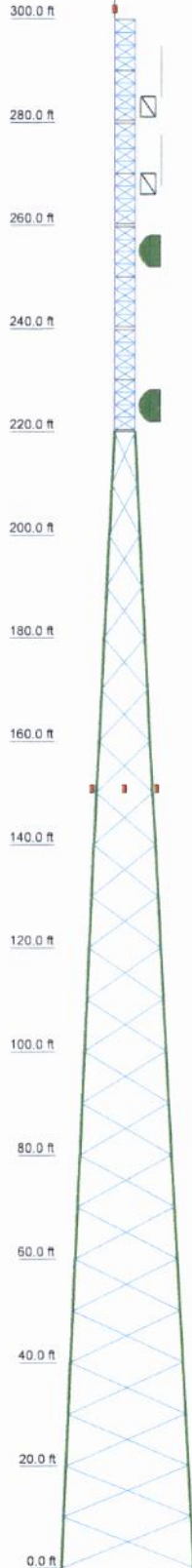
Frequency Data for ASN 2023-ASO-28456-OE

LOW FREQUENCY	HIGH FREQUENCY	FREQUENCY UNIT	ERP	ERP UNIT
5.925	6.875	GHz	65.7	dBm
806	901	MHz	500	W

Sectional Map for ASN 2023-ASO-28456-OE



Section	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	
Legs																							
Leg Grade																							
Diagonals																							
Diagonal Grade																							
Top Girts																							
Mid Girts																							
Bottom Girts																							
Horizontals																							
Face Width (ft)																							
# Panels @ (ft)																							
Weight (K)																							



**DESIGNED APPURTENANCE LOADING**

TYPE	ELEVATION	TYPE	ELEVATION
5/8" x 10' lightning rod	300	SP1 R5 (Includes 4.5"x72" Pipe) (25% growth)	255
Beacon	300	SB6-W60C	255
RFI BPA7496-120-15	285	SB6-W60C (25% growth)	255
TTA (24"x12"x8")	285	SP1 R5 (Includes 4.5"x72" Pipe)	225
RFI BPA7496-120-15 (25% growth)	285	SP1 R5 (Includes 4.5"x72" Pipe) (25% growth)	225
TTA (24"x12"x8") (25% growth)	285	SB6-W60C	225
SP1 HS6D-K	283	SB6-W60C (25% growth)	225
SP1 HS6D-K (25% growth)	283	OB light	150
RFI BPA7496-60-15	270	OB light	150
RFI BPA7496-60-15 (25% growth)	270	OB light	150
SP1 PSA6	268	OB light	150
SP1 PSA6 (25% growth)	268	Marker Interface enclosure	150
SP1 R5 (Includes 4.5"x72" Pipe)	255		

**SYMBOL LIST**

MARK	SIZE	MARK	SIZE
A	#122G-58 - 1.75" - 1.00" conn.-(Pirod 195213)	C	#122G-58 BASE - 1.75" - 1.00" conn.(Pirod 281212)
B	#122G-58 - 1.75" - 1.00" conn. (Pirod 195217)	D	L3 1/2x3 1/2x5/16

**MATERIAL STRENGTH**

GRADE	Fy	Fu	GRADE	Fy	Fu
A572-58	58 ksi	75 ksi	A572-50	50 ksi	65 ksi

**TOWER DESIGN NOTES**

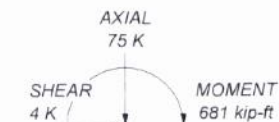
1. Tower is located in Lee County, Georgia.
2. Tower designed for Exposure C to the TIA-222-H Standard.
3. Tower designed for a 119 mph basic wind in accordance with the TIA-222-H Standard.
4. Tower is also designed for a 30 mph basic wind with 0.50 in ice. Ice is considered to increase in thickness with height.
5. Deflections are based upon a 60 mph wind.
6. Tower Risk Category III.
7. Topographic Category 1 with Crest Height of 0.00 ft
8. Outside climbing ladder not included. Tower sections designed to act as climbing facility.
9. Design includes one 9-line waveguide ladder.
10. TTA size assumed.
11. Designed for 25% future growth.
12. **Designed to theoretical zero fall zone radius.**
13. TOWER RATING: 92.2%

ALL REACTIONS ARE FACTORED

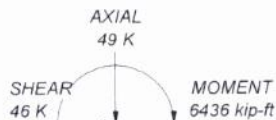
MAX. CORNER REACTIONS AT BASE:

DOWN: 302 K  
SHEAR: 30 K

UPLIFT: -268 K  
SHEAR: 26 K



TORQUE 6 kip-ft  
30 mph WIND - 0.5000 in ICE



TORQUE 46 kip-ft  
REACTIONS - 119 mph WIND

<b>valmont</b> STRUCTURES Valmont Industries, Inc. - Global Telecom	1545 Pidco Drive Plymouth, IN	<b>Quote 556695-04</b> Project: U-26 x 300' - Lee County, GA Client: Motorola Code: TIA-222-H Path:	Drawn by: NTD Date: 5/4/25/24 Scale: NTS	App'd: [Signature] No: E-1
	Phone: (574) 936-4221	FAX: (574) 936-6458	44	
	<small>© 2025 Valmont Industries, Inc. All rights reserved. TIA-222-H Standard, Lee County, GA</small>			
	<small>5/4/25/24</small>			
	<small>00 Quote Information:336695-04</small>			

PRELIMINARY SELF-SUPPORTING TOWER DESIGN – GENERAL NOTES

1. **The TIA standard used is per Valmont's investigation of the state code adoption at the time of design. Please contact Valmont for reevaluation if changes are required.**
2. Please confirm the loading and risk category shown on the preliminary tower design sheet.
3. Valmont manufactures the antenna mounts used in the design.
4. Unless otherwise noted, the wind speed used is the ASCE 7-16 ultimate wind speed based on the ASCE 7 hazards report at the provided tower coordinates.
5. If not provided, all dishes are assumed to have an azimuth of zero and are installed on legs, A, B, and C, with the apex of leg A facing true north.
6. If not provided, dishes are assumed to have a maximum frequency of 6 GHz with 10 dB degradation.
7. When possible, feedlines are assumed to be stacked on two rows on wave guide ladders (unless leg brackets are requested) to minimize wind effect.
8. Unless otherwise requested, no additional climbing ladder is included if the tower has a built-in climbing facility, to minimize wind effect. A safety line is included.
9. **Should any changes to the above items be required, please contact Valmont for reevaluation prior to ordering PE-stamped permit drawings, construction drawings, or tower materials.**
10. Outside climbing ladder not included. Tower sections designed to act as climbing facility.
11. Design includes one 9-line waveguide ladder.
12. TTA size assumed.
13. Designed for 25% future growth.
14. Designed to theoretical zero fall zone radius.

**Existing Chart Sec. 70-84**

Lot Area Where Accessory Building is Proposed	Maximum Number of Accessory Buildings	Maximum Total Floor Area For All Buildings
Up to 21,780 square feet	3	600 square feet
21,781 to 43,560 square feet	3	800 square feet
43,561 or more square feet (1 acre)	5	1,500 square feet, plus 500 square feet for each additional 43,560 square feet of lot area, not to exceed a total of 5,000 square feet of floor area



**STAFF PROPOSAL**

**AN ORDINANCE TO AMEND CHAPTER 70, ARTICLE III, SECTION 70-84, OF THE CODE OF ORDINANCES OF LEE COUNTY, WITH RESPECT TO THE ALLOWABLE AREAS AND NUMBER OF ACCESSORY BUILDINGS ALLOWED FOR LOTS FIVE ACRES OR MORE, LOCATED IN RESIDENTIAL DISTRICTS**

BE IT ORDAINED, BY THE BOARD OF COMMISSIONERS OF LEE COUNTY, GEORGIA THAT CHAPTER 70, ARTICLE III, SECTION 70-84, OF THE CODE OF ORDINANCES OF LEE COUNTY IS HEREBY AMENDED BY ADDING TO THIS SECTION, A NEW ACCESSORY BUILDING ALLOWANCE AND MAXIMUM TOTAL FLOOR AREA FOR ACCESSORY BUILDINGS FOR LOTS LOCATED IN RESIDENTIAL DISTRICTS CONSISTING OF FIVE ACRES OR MORE, WHICH SHALL PROVIDE AS FOLLOWS:

Lot Area Where Accessory Building is Proposed	Maximum Number of Accessory Buildings	Maximum Total Allowable Floor Area For All Accessory Buildings
Up to 21,780 square feet	3	600 square feet
21,781 to 43,560 square feet	3	1,000 square feet
43,561 square feet to 5 acres	5	1,000 square feet for the first acre, plus 500 square feet for each additional ½ acre, not to exceed a total of 5,000 square feet of floor area.
5 acres to 25 acres	5	5,000 square feet for the first five acres, plus 250 square feet for each additional acre, not to exceed a total of 10,000 square feet of floor area.*
25 acres or more	5	The maximum total allowable floor area shall be determined in accordance with AG-1 requirements; see Sec. 70-314 Area, Height and Placement requirements for AG-1 zoning. All requirements of Sec. 70-314 shall be met for total allowable floor area of all accessory buildings to exceed 10,000 square feet.*
*Accessory building setback and potential buffer requirements shall be subject to approval by the Planning Director or his/her designee.		

**STAFF PROPOSAL**

SO ORDAINED effective this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

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

By: \_\_\_\_\_  
Luke Singletary, Chairman

Attest: \_\_\_\_\_  
Kaitlyn Good, County Clerk

ACTION TAKEN

FIRST READING: \_\_\_\_\_

SECOND READING: \_\_\_\_\_

DATE OF ADOPTION: \_\_\_\_\_

**PLANNING COMMISSION PROPOSAL**

**AN ORDINANCE TO AMEND CHAPTER 70, ARTICLE III, SECTION 70-84, OF THE CODE OF ORDINANCES OF LEE COUNTY, WITH RESPECT TO THE ALLOWABLE AREAS AND NUMBER OF ACCESSORY BUILDINGS ALLOWED FOR LOTS FIVE ACRES OR MORE, LOCATED IN RESIDENTIAL DISTRICTS**

BE IT ORDAINED, BY THE BOARD OF COMMISSIONERS OF LEE COUNTY, GEORGIA THAT CHAPTER 70, ARTICLE III, SECTION 70-84, OF THE CODE OF ORDINANCES OF LEE COUNTY IS HEREBY AMENDED BY ADDING TO THIS SECTION, A NEW ACCESSORY BUILDING ALLOWANCE AND MAXIMUM TOTAL FLOOR AREA FOR ACCESSORY BUILDINGS FOR LOTS LOCATED IN RESIDENTIAL DISTRICTS CONSISTING OF FIVE ACRES OR MORE, WHICH SHALL PROVIDE AS FOLLOWS:

Lot Area Where Accessory Building is Proposed	Maximum Number of Accessory Buildings	Maximum Total Allowable Floor Area For All Accessory Buildings
Up to 21,780 square feet	3	600 square feet
21,781 to 43,560 square feet	3	1,000 square feet
43,561 square feet to 5 acres	5	1,000 square feet for the first acre, plus 750 square feet for each additional ½ acre, not to exceed a total of 7,000 square feet of floor area.
5 acres to 25 acres	7	7,000 square feet for the first five acres, plus 250 square feet for each additional acre, not to exceed a total of 12,000 square feet of floor area.*
25 acres or more	7	The maximum total allowable floor area shall be determined in accordance with AG-1 requirements; see Sec. 70-314 Area, Height and Placement requirements for AG-1 zoning. All requirements of Sec. 70-314 shall be met for total allowable floor area of all accessory buildings to exceed 12,000 square feet.*
*Accessory building setback and potential buffer requirements shall be subject to approval by the Planning Director or his/her designee.		

**PLANNING COMMISSION PROPOSAL**

SO ORDAINED effective this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

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

By: \_\_\_\_\_  
Luke Singletary, Chairman

Attest: \_\_\_\_\_  
Kaitlyn Good, County Clerk

ACTION TAKEN

FIRST READING: \_\_\_\_\_

SECOND READING: \_\_\_\_\_

DATE OF ADOPTION: \_\_\_\_\_



## **Lee County - Leesburg - Smithville Planning Commission**

---

CHAIRMAN JASON SHEFFIELD, VICE-CHAIRMAN JIM QUINN  
JOHNNY GOLDEN, KYLE LUCKIE, MIKE MCVEY, SHIRLEY STILES, CHARLIE BARNER

### **MEETING MINUTES**

**April 4, 2024 at 6:00 P.M.**

**Opal Cannon Auditorium**

**T. Page Tharp Governmental Building**

**102 Starksville Avenue North**

**Leesburg, GA 31763**

**Members Present:** Vice-Chairman Jim Quinn, Commissioners Johnny Golden, Kyle Luckie, Mike McVey, Shirley Stiles, and Charlie Barner

**Members Absent:** Chairman Jason Sheffield

**Staff Present:** Interim Director Joey Davenport, Assistant Director Amanda Nava, and Office Manager/ Planning Assistant Kara Hanson

**I. CALL TO ORDER**

Vice-Chairman Jim Quinn called the meeting to order at 6:00 p.m.

Commissioner Kyle Luckie arrived to the meeting at 6:02 p.m.

**II. ACKNOWLEDGEMENT OF GEORGIA LAW REGARDING CAMPAIGN CONTRIBUTIONS**

Commissioner Shirley Stiles read the Georgia Law regarding campaign contributions.

**III. NEW BUSINESS**

(A) None

**IV. APPROVAL OF MINUTES**

(A) **Approval of the minutes from the March 7, 2024 Planning Commission meeting.**

Commissioner Mike McVey made the **MOTION** to **APPROVE** the minutes as presented, seconded by Commissioner Johnny Golden. The **MOTION** was unanimous with remaining Commissioners voting yea.

**V. PUBLIC HEARINGS**

**General Development Plan**

(A) **Lexwig, LLC and Lanier Engineering (GD24-001)** has submitted a General Development Plan for the proposed development of Sawtooth Farms subdivision. The proposed development consists of five proposed phases, a community center, and a greenspace and storm water management area for each of the five phases. This property is currently undeveloped. The subject property is zoned R-1 and consists of all that certain tract or parcel of land lying in and being part of Land Lots 209 and 210 of the Second Land District, Lee County, Georgia. Said tract or parcel consists of 256.583 acres. The parcel number is 039D 120, off Lovers Lane Road, Leesburg, GA. 31763.



## **Public Hearing Discussion**

### **Staff Presentation**

Interim Planning Director Joey Davenport briefed the commissioners about the General Development Plan. He explained that this GDP has previously come before the planning commission, however, it was determined at that time that this project must first undergo a Developments of Regional Impact (DRI) review as required by the Regional Development Commission (RDC). The DRI process has now been completed and has received approval from the RDC. Mr. Davenport also pointed out a recommendation (found in the two separate traffic study reports provided by the applicant's engineer), that the intersection at Lovers Lane and Forrester Parkway, which is currently a north south stop condition, be converted to an all stop condition. There is also a recommendation for Lee County to consider a roundabout at that location at some point in the future.

He further explained that there were two GDP plans in the agenda packet for this development (Sawtooth Farms), one of which was included in the DRI submittal to the RDC and that the general development plan before the Planning Commission tonight did not include one of the entry access roads along Lovers Lane road that was shown originally.

Staff needed clarity from the RDC on this proposed change, who then needed direction from the Department of Community Affairs (DCA), in regards to what the appropriate action would be referencing this proposed change. Ultimately, DCA confirmed that the RDC should make that determination and RDC staff deemed these revisions were not substantial enough to require resubmittal.

Interim Planning Director Joey Davenport informed the Commission that Bobby Donley with Lanier Engineering was here tonight to help give the board insight and answer any specific questions or concerns that they may have.

Public hearing was opened by Vice-Chairman Jim Quinn at 6:03 P.M.

### **Applicant Presentation**

Mr. Bobby Donley with Lanier Engineering relayed to the Planning Commissioners that one of the biggest differences from the original plan and the revised plan submitted was that the first submitted GDP had two roadway connections to Lovers Lane Road. When looking at it from a cost perspective, there would only be lots on one side of the road. Other than that, there is no other significant difference. He then proceeded to address any questions or comments from the commissioners.

### **Commission Discussion**

Commissioner Johnny Golden asked Interim Planning Director Joey Davenport why the traffic study is approved from the RDC and is it relevant to the discussion. Mr. Davenport explained that the traffic study is an integral part of the DRI study and the DRI study is what is reviewed and approved by the RDC. Georgia Planning law requires that certain projects go through this process of regional impact as significant developments can have effects in other adjacent jurisdictions. Mr. Golden then asked why the traffic study was sent to other parties with no comments received. He wanted more information on who decided the effected parties and the requirement of the DRI process. Mr. Davenport explained the RDC decides who to send these to and that typically it is any



surrounding county that touches Lee County. Bobby Donley stated that at one-time Lee County was lumped into the Albany Metro area, however, several years ago that and the threshold was changed by DCA for these DRI requirements. Now it is strictly based county by county and by population.

The DRI study threshold for a rural county residential subdivision is either 125 lots or 150 lots, whereas a metro county is over 400 lots. This particular development is 188 total lots and required the DRI study. Chairman Golden added that it baffled him that a negative comment from another county could keep Lee County from doing something. Mr. Donley responded that the purpose of the RDC is to consult and provide information to help the Planning Commission make an informed decision and Lee County is the deciding factor.

Vice-Chairman Jim Quinn asked Mr. Donley about the size of the lots and wanted confirmation that all the lots would be  $\frac{3}{4}$  acres. Mr. Donley stated that they are all indeed a minimum  $\frac{3}{4}$  acres. Mr. Quinn proceeded to inquire which phase of development the stop signs on Lovers Lane would be placed. Mr. Donley explained the traffic study suggests Lover's Lane North South, has more traffic than Forrester. The traffic study makes recommendations but Lee County would make those decisions. Commissioner Kyle Luckie stated that it looked like during the first phase the majority of lots would connect to Lovers lane road, and it would not be until Phase 3 that traffic would enter out onto Forrester Parkway. Mr. Donley responded that he was correct and went on to say that (Vice-Chairman of the Board of Commissioners), Chris Guarnieri, who was previously on the Planning Commission, requested a traffic study to be completed for confirmation that a traffic signal was not warranted. This is based on the number of left turns and the traffic engineer stated in the report that there is no warrant for a traffic signal. Commissioner Golden questioned the septic systems and asked if each lot would have the capacity to hold a septic tank. Mr. Donley confirmed. Mr. Golden went on to ask if the storm water management would be the ownership of the developer. Mr. Donley confirmed it would be deeded over to the Home Owner's Association to maintain.

Interim Director Joey Davenport asked if Mr. Donley would like to provide some clarity about the intersection of the Lovers Lane and Forrester Parkway as far as responsibility for making any changes to the intersection, to make sure that the Planning Commission is clear that any changes or decisions to make those changes will be on the county. Mr. Davenport explained that this is just basic approval of an overall concept. Each phase will still have to go through the entire process before they can build anything. If the Board of Commissioner's deems that there is an issue, they will have the opportunity to discuss that with the developer.

The intersection of Forrester and Lover's lane (while the size of this development does potentially have an impact on the intersection) is outside of the scope of this project. The General Development Plan is presented to and approved by the Planning Commission only and does not go before the Board of Commissioner's.

Mr. Donley stepped in to explain the grade provided within the traffic study. Currently, the intersection between Lovers Lane and Forrester Parkway it is at a level of service C and with full growth would be a level of service E. It is not a grade on safety but more about inconvenience giving the example of how long traffic would have to wait to go through the intersection. Commissioner Kyle Luckie asked about the visibility to the road from the proposed community



center and the access being between multiple lots. Mr. Donley responded that the developer wanted to do something unique for the area by adding a community/amenity there and didn't want it lumped into the greenspace. Interim Director Joey Davenport explained the planning consultant did note that this community center location, (being behind these specific lots), could potentially cause some issues any time there was a community function and adding that those lots adjacent to it would be subject to those functions due simply to the proximity of the location. There was also a note that there needed to be more access to the center's development and not just those surrounding the area. Mr. Donley responded that currently there is a 30 ft. access, but at this point he was not sure that there was any specific plan for the center. Mr. Davenport reminded the Planning Commission that the center would be a conditional use and that would have to go before the Planning Commission, then before the Board of Commission for final approval. Commissioner Kyle Luckie asked Mr. Donley if they will make any changes to the community center after receiving the comments. Mr. Donley replied it would be taken to the development team to reconfigure. Mr. Davenport added that the idea behind the consultant's comment was to recommend the community center be more accessible to the overall development. If taking the road out with no plans to develop there, perhaps that would be a more appropriate location. Mr. Donley added again that the overall idea was just to reserve some area that was outside of the greenspace in case the developer wanted to have a community center. He also added some feedback in regards to the consultant's comment that the developer needed to be responsible for the turn lanes and new drive ways required in the traffic study. He agreed with the comment stating it would be part of the roadway construction and the responsibility of the developer.

Commissioner Shirley Stiles referred to the subdivision application and asked if the required documents listed have been submitted. Mr. Donley explained those documents are submitted at the final subdivision application phase.

#### Public Opposition

With no further comments or questions from the audience, the Public Hearing was closed at 6:39 p.m.

#### Recommendation

Commissioner Kyle Luckie made a **MOTION to APPROVE** the General Development Plan submitted by Lexwig, LLC and Lanier Engineering GD24-001 with the comments, seconded by Commissioner Charlie Barner. The **MOTION** was unanimous with remaining Commissioners voting yea.

#### VI. UNFINISHED BUSINESS

(A) Jeffry Peters (Z24-002) Mr. Peters has formally submitted a withdrawal for the conditional use case presented at the March 7, 2024, Planning Commission meeting.

#### Recommendation

Commissioner Kyle Luckie made a **MOTION to CLOSE** the case Z24-002 and accept the formal submitted withdrawal, seconded by Commissioner Charlie Barner. The **MOTION** was unanimous with remaining Commissioners voting yea.

#### VII. ANNOUNCEMENTS

None





### VIII. ADJOURNMENT

Commissioner Shirley Stiles made a motion to **ADJOURN**, seconded by Commissioner Charlie Barner. The **MOTION** was unanimous remaining Commissioners voting yea. The meeting adjourned at 6:44 p.m.

Meetings of the Planning Commission and the Board of Commissioners are open to the public.

Georgia law requires that all parties who have made campaign contributions to any member of the Board of Commissioners in excess of two hundred fifty dollars (\$250) within two (2) years immediately preceding the filing of this request, and who desire to appear at the public hearing in opposition to the application, shall, at least five (5) days prior to the public hearing, file a campaign contribution report with the Lee County Planning Commission.

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.



## MEMORANDUM LEE COUNTY BOARD OF COMMISSIONERS

**TO:** Honorable Board of County Commissioners

**SUBJECT:** Utilities Authority Mass Meter Change

**MEETING DATE:** Tuesday, May 14, 2024

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### **MOTION/RECOMMENDATION**

Staff recommends adopting a Resolution to support the Utilities Authority in replacing all manual read meters with Allegro (tower read) meters.

### **BACKGROUND**

This system-wide meter replacement project and AMI infrastructure began in March 2024. The project was designed to replace old (outdated) meters with current tower read meters. Approximately \$2.5 million was allocated to be spent on the project from the 2022 Bond issuance:

- Phase I: Placement of infrastructure – engineering fee, towers, base stations, and repeater equipment \$196,000
- Phase II and III: Replacement of all manual read meters total cost 3200 meters and 1000 drive-by to tower meters for a cost of \$2,304,000
- Phase IV: Placed on hold until more funding becomes available. The remaining project includes the remaining drive-by meter to tower meters at \$815,435.90

This project will allow all the outdated meters to be replaced, some as old as 30 plus years, protect the water system with the installation of backflow devices on all meters, replacing broken and damaged meter boxes lids, and gate valves. Once the entire project is completed, the system will comply with EPD standards for backflow prevention. The Authority will read all meters from one central location and improve customer service by being able to read meters in real-time and eliminate contract meter readers.

### **ATTACHMENTS**

Resolution

**A RESOLUTION  
BY LEE COUNTY  
TO SUPPORT THE LEE COUNTY UTILITIES AUTHORITY  
UPGRADE OF THE METER PROJECT**

**WHEREAS,** Lee County Utilities Authority has undergone a three-phase project for a Mass Meter upgrade as required by EPD; and

**WHEREAS,** this meter project upgrade will replace meters that are over 20 years old and provide improvements in reading accuracy, efficiency, and financial savings; and

**WHEREAS,** the Lee County Utilities Authority has invested \$2.5 million in the project; and

**WHEREAS,** this project involves the reading of approximately 6,700 meters each month, and as funding becomes available, the remaining drive by meters will be retro fitted to allow for reading via tower.

**WHEREAS,** the Lee County Board of Commissioners deems it responsible to fund the completion of this meter upgrade to enhance the reading accuracy and efficiency of the meters and the correct billing to citizens at a cost of \$ \_\_\_\_\_.

**THEREFORE, BE IT RESOLVED** by the Lee County Board of Commissioners an agreement to pay for \$ \_\_\_\_\_ to the Lee County Utilities Authority to complete the mass meter project upgrade by December 2024 to be funded through the General Fund. The Board of Commissioners hereby adopt the Resolution at the public meeting held May 14, 2024.

Adopted on the \_\_\_\_\_ day of \_\_\_\_\_ 2024.

\_\_\_\_\_  
Luke Singletary  
Chairman, Lee County Board of Commissioners

\_\_\_\_\_  
Kaitlyn Good  
County Clerk, Lee County Board of Commissioners



## MEMORANDUM

### LEE COUNTY BOARD OF COMMISSIONERS

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

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#### ADA Compliant Website

- NTS currently working on the Website

#### Agricultural/ Recreation Complex

- Located on 100 acres on Leesburg Bypass — 231 State Route 3
- Proposed plans provided July 29, 2020
- 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
  - An Environmental study will be conducted in the next few weeks
- Improvements to the Property
  - Renovation of Covered Building: New roof, fresh paint, picnic tables, electrical system, well
  - Bobby Donley, Lanier Engineering, provided proposed site plan
    - Proposal submitted to the BOC for review
  - Trails: ¾ mile walking trail that runs along a 46 foot high ridgeline above the Kinchafoonee Creek and has a seasonal view of the waterway
    - Eight (8) picnic tables as well as a number of trash cans have been placed along this trail on the creek side
    - Directional signs for the area ordered (i.e. Parking, No Parking, trail markers, boundary signs, etc.)
- Future Improvements
  - 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
    - **Meetings:** June 14, 2021, November 15, 2021, 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
- Concept plan meeting held Friday, February 2, 2024

- Final plans presented to BOC on March 12, 2024
  - To be completed in phases
  - Includes: Multipurpose building, tennis courts, pickleball courts, RV campsite, walking and cross country trail, pavilions, amphitheater, practice fields, and a flexible lawn area
- Next Step: Development of bid documents for construction

### **Bicentennial Anniversary – June 9, 2025**

- Preliminary discussions ongoing with staff and Chamber of Commerce staff on projects and ideas for a community celebration for Lee County's first 200 years

### **2020 Census Numbers**

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

### **Commercial Land Development Permits**

- Boaters World – Ridezilla – Hwy 19
- City of Leesburg Water Improvements
- Dawson Road Commercial Subdivision Lots 3-8 – US Hwy 82
- DeSoto Silicon Ranch Phase II & III
- Drake Properties – Downtown Leesburg Restaurant Passion
- Eliano's Coffee – US Hwy 19
- Flint Ventures Commercial Subdivision – US Hwy 19
- Forrester Crossing Phase I – New Office Building
- Giovingo Properties Sanitary Sewer Expansion – US Hwy 82
- Gold Star EMS – Fussell Road
- Hibachi Express Drive-thru Expansion – US Hwy 19
- Lamon Office Building – Ledo Road
- Lee County Utilities Authority Water & Sewer Improvements
- Marlow Lane Sewer Utilities Extension – US Hwy 82
- Mavis Tire – US Hwy 19
- New Jerusalem Grove Baptist Church – Smithville
- Oakland Express convenience store – US Hwy 82
- Oxford Business Park
- Seven Brew – US Hwy 82 (to include proposed package store)
- Three (3) Proposed Package Stores – US Hwy 19, Philema Road, and US Hwy 82
- Gas Station – US Hwy 82
- Woodgrain Millwork Expansion – US 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
- Received first \$235,000.00 annual payment
- 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

### **GEMA**

- GEMA representatives will be working with local government, businesses, and citizens to create a Disaster Recovery and Redevelopment Plan
  - There will be at least three stakeholder meetings
- Consists of a zero-cost match
  - First meeting was held in the Kinchafoonee Room on Friday, April 26, 2024
    - A representative from the County and from the school system was in attendance

- The City of Leesburg was also invited but was not in attendance
- Next meeting will be held Tuesday, June 25, 2024

## GIS

- Implemented Pictometry

### 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**
  - Funds Received from GDOT: \$690,908.06
    - Total, with 30% match from Lee County: **\$898,180.48**
  - Application approved September 18, 2023
  - Grant Funds received September 19, 2023
  - BOC awarded bid on December 12, 2023 to Oxford Construction Company
  - Roads: Chokee Road, Country Drive, Knollwood Drive, Springlake Drive, and Wiregrass Way
  - Project ongoing

## LRA Funds

- March 2024: Governor Kemp announced an additional \$250 million in Local Road Assistance Administration funds (LRA) was to be included in the amended FY 2024 budget
- Same application process and eligible activities/ projects as for the traditional LMIG
- No required match
- Lee County's formula amount for this grant is **\$855,690.09**
- Application portal is open now and will close June 15, 2024

## New York Road Bridge Repair

- BOC approved the Bridge repair for the Chokee Creek Bridge on New York Road
- April 9, 2024: Southern Concrete Construction Company awarded this bid for \$30,000.00
- April 12, 2024: Official Notice to Proceed issued

## Oakland Library Roof Repair

- BOC approved the emergency repair of the roof at the Oakland Library & Bindery
- April 9, 2024: Whitt's Quality Roofing, LLC was awarded this bid for \$22,509.00
- April 18, 2024: Official Notice to Proceed issued

## 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: \$21,429,270.00 as of March 2024 (1.03%)

**SPLOST VIII**

- Citizens voted on referendum March 12, 2024
  - Vote passed
- Collection Period: October 1, 2025 - September 30, 2031
- September 12, 2023: BOC approved placing on the March 2024 ballot
- 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

**Stocks Dairy Cross Drain Pipe Repair**

- BOC approved the repair for drain pipe Stocks Dairy Road
- April 9, 2024: POPCO, Inc. was awarded this bid for \$49,573.00
- April 15, 2024: Official Notice to Proceed issued

**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
  - Final collection: \$18,894,449.38 as of March 2024 (111%)

**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
- Conditional Use and Variance to before the Planning Commission on May 2, 2024 with a Public Hearing before the BOC May 14, 2024 and final vote on May 28, 2024
- Estimated Completion: July 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
  - Groundbreaking held Wednesday, February 7, 2024 at Oakland Court

## RFPs and RFQs

### Open

No RFPs or RFQs are currently open.

### Recently Awarded

#### Coston Road Paving Project

- Approved by BOC at September 26, 2023 meeting
- Pre-Bid Meeting: November 16, 2023
- Re-published February 2024
- Pre-Bid Meeting: March 14, 2024
- Bid Opening: April 4, 2024
- BOC awarded the bid to Advanced Engineering Services on April 9, 2024 for \$49,800.00
- April 10, 2024: Notice of Award
- April 25, 2024: Notice to Proceed

#### 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
- BOC awarded bid on December 12, 2023 to **Oxford Construction Company** at a total cost of **\$5,032,661.75**
- **Roads**: Argyll Place, Aylesbury Place, Berkeley Road, Cambridge Road, Carillon Court, Carowinds Drive, Chokey Road, Coosaw Court, Country Drive, Creek Isle Drive, Creekshire Court, Creekview Drive, Danbury Lane, Doris Drive, Foxworth Drive, Halifax Place, Huntingdon Drive, Johns Drive, Knollwood Drive, Lavender Lane, Longleaf Drive, Margate Drive, Marion Court, Midway Street, Morning Mist Drive, Muckalee Lane, New York Road, Pebble Ridge Drive, Pineview Drive, Pinewood Road, Red Bay Court, Springlake Drive, Towne Lane, Victorian Court, Village Lane, Warrington Road, Willard Court, Winnstead Drive, and Wiregrass Way



- **Roads currently being worked on:** Creek Isle Drive, Creekshire Court, Creekview Drive, and Muckalee Lane \* Complete just finished up on shoulder work.
- **Roads to be Completed:**
- **Estimated Completion Date:** May 2024

### **Bermuda Lane Pipe Repair**

- Pre-Bid Meeting: November 9, 2023
- Bid Opening: November 28, 2023
- Approved by BOC at October 24, 2023 meeting
- February 27, 2024: \$12,540.00 change order approved by BOC
- BOC awarded bid on December 12, 2023 to **Oxford Construction Company** at a total cost of **\$74,095.00**
- Completion Date: April 2024

## **Future**

### **Painting for the Interior of the Tharp Building**

- ARPA funds expenditures approved by BOC at April 23, 2024 meeting
- Staff writing RFP documents
- Projected Bid Opening: June 2024

### **Flooring for the Interior of the Tharp Building**

- Approved by BOC at April 27, 2021 meeting
- ARPA funds expenditures approved by BOC at April 23, 2024 meeting
- Staff writing RFP documents
- Projected Bid Opening: June 2024

### **Renovation of the E-911 Center**

- Approved by BOC at April 23, 2024 meeting
- Staff writing RFP documents
- Projected Bid Opening: June 2024

### **Expansion of the Public Works Office Building**

- Approved by BOC at April 23, 2024 meeting
- Staff writing RFP documents
- Projected Bid Opening: June 2024

### **Sewer Extension on Hwy 19**

- Approved by BOC at June 22, 2021 meeting
- Staff writing RFQ documents
- Projected Bid Opening TBD
- The plans and easement plats are completed and ready for submittal from Lanier Engineering
- Estimated Completion: December 2024

### **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



**MEMORANDUM  
LEE COUNTY BOARD  
OF COMMISSIONERS**

**TO:** Honorable Board of County Commissioners  
**SUBJECT:** Parking Lot Repairs – Governmental Building on Main Street  
**MEETING DATE:** Tuesday, May 14, 2024

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**MOTION/RECOMMENDATION**

Motion to approve repairs to the parking lot of the Governmental Building located on Main Street that houses the Environmental Health, USDA, and UGA County Extension offices.

**BACKGROUND**

Staff is seeking permission to repair the parking lot of the Governmental Building located on Main Street that houses the Environmental Health, USDA, and UGA County Extension offices. This repair project would include sealcoating, crack fill, new layout parking stall striping, reset, and repainting of the parking blocks. There are funds within the current budget for this project that would cover this cost.

**ATTACHMENT**

None

STATE OF GEORGIA

COUNTY OF LEE

This Lease Agreement shall be effective as of January 1, 2024, by and between the **Patricia Manning Irrevocable Trust** (hereinafter referred to as "Lessor") and **The Board of Commissioners of Lee County, Georgia** of 102 Starksville Avenue North, Leesburg, Lee County, Georgia 31763 (hereinafter referred to as "Lessee").

**WITNESSETH:**

WHEREAS, Lessor is the sole owner of those certain premises more particularly described as 103 Laramore Road in Leesburg, Lee County, Georgia, and

WHEREAS, Lessor and Lessee deem it appropriate to enter into a short-term Lease Agreement for the subject property for use as a fire substation and voting precinct for Lee County in County Commission District 1 under the terms and conditions herein set out; and

WHEREAS, Lessor and Lessee deem that this Lease Agreement is for the mutual benefit of both parties.

NOW, THEREFORE, in consideration of the premises, the rental payments to be made hereunder, and other provisions of this Lease Agreement, the parties do hereby agree as follows:

1. (A) That Lessor shall lease to Lessee, and Lessee shall lease from Lessor, that certain real property with all improvements thereon, located at 103 Laramore Road in Leesburg, Lee County, Georgia (hereinafter referred to as the "leased premises" or "premises")

(B) That Lessee shall pay to Lessor upon the date of the final signature to this Lease Agreement the sum of One Hundred Twenty-Five Dollars (\$125.00) as rental for the leased premises; provided, however, that such rental for the term of this

Lease has already been paid by Lessee to Lessor as of January 25, 2024.

2. That Lessee shall be authorized to use the leased premises for a fire substation and a County voting precinct in County Commission District 1 during the term of this Lease.

3. That Lessee shall not have the right to assign this Lease, or any interest therein, or sublet the leased premises, or any part of the premises, or any right or privilege to the premises, or allow any person other than Lessee and Lessee's agents, employees, volunteers, and members of the voting public access to the leased premises.

4. That Lessor leases the premises to Lessee for a term commencing on January 1, 2024 and concluding May 30, 2024.

5. That the parties agree that because the leased premises are to be used solely by Lessor for the public purposes herein set out during the term of this Lease, Lessor shall not be obligated to pay any ad valorem taxes to Lee County with respect to the building located on the leased premises during the term of this Lease since that building is owned by Lessee.

6. (A) That Lessee shall purchase and maintain at its sole cost and expense, public liability insurance with respect to the premises in an amount not to exceed Five Hundred Thousand Dollars (\$500,000.00). Lessor shall be named as an additional insured with respect to such liability insurance policy. Proof of the existence of such insurance policy shall be provided by Lessee to Lessor within ten (10) days of Lessor's request therefor.

(B) That Lessee shall purchase and maintain at its sole cost and expense, hazard insurance with respect to the building located on the leased premises and Lessee's contents upon the leased premises in such amounts as Lessee may

deem appropriate. Proof of the existence of such insurance policy shall be provided by Lessee to Lessor within ten (10) calendar days of Lessor's request therefor.

7. That Lessee shall be responsible, at its sole cost and expense, to maintain the interior and the exterior of the building and to maintain the grounds around the building included in the leased premises, and at the conclusion of the term, the premises shall be in the same condition as they are on the initial date of this Lease, ordinary wear and tear or damage by fire or the elements excepted, provided, however, that the building owned by Lessee on the leased premises shall be removed by Lessee at the conclusion of the lease in accord with the provisions of Paragraph 13 hereof

8. That Lessor warrants that Lessee shall be granted peaceful and quiet enjoyment of the leased premises free from any eviction, termination, disturbance or interference by Lessor, as long as Lessee pays the rent and other charges provided herein and otherwise fully and punctually performs the terms and conditions imposed upon Lessee by the terms of this Lease Agreement.

9. That Lessor represents and warrants that he has full right and authority to enter into this Lease Agreement.

10. That Lessee shall be in exclusive control and possession of the leased premises and Lessor shall not be liable for any injury or damages to any property or to any person on or about the leased premises or for any injury or damage to any property of Lessee. Lessor shall have no duty to inspect the leased premises and Lessor specifically assumes no liability for its failure to inspect said premises.

11. That all notices required or permitted to be given with respect to this Lease Agreement shall be in writing. Each notice to Lessee shall be sent by registered or certified mail, postage prepaid, and return receipt requested, to:

County Manager

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

Each notice to Lessor shall be sent by registered or certified mail, postage prepaid, and return receipt requested to:

Colleen Conners  
Trustee of the Patricia Manning Irrevocable Trust  
123 E. Marthart Avenue  
Havertown, Pennsylvania 19083

Notices shall be sent to such other address as either party may from time to time designate in writing

Every notice shall be deemed to have been given at the time it shall have been deposited in the United States Mail postage prepaid in the manner prescribed herein. Nothing contained herein shall be construed to preclude personal service of any notice in the manner prescribed for personal service of a summons or other legal process

12. That Lessee shall, on the last day of the term of this Lease Agreement or upon any earlier termination or forfeiture of this Lease Agreement, peaceably and quietly surrender and deliver the leased premises to Lessor.

13. That upon surrender of possession of the premises, Lessee shall have sixty (60) calendar days after the surrender of possession of the premises, or the termination of the Lease Agreement, to remove, at Lessee's sole cost and expense, the building located upon the leased premises and Lessee's other personal property located upon the leased premises, unless otherwise agreed to in a subsequent agreement between the parties

14. That this Lease Agreement contains the entire agreement between the parties and cannot be changed or terminated except by written instrument subsequently executed by the parties hereto. This Lease Agreement and the terms and conditions

hereof apply to, and are binding upon, the heirs, executors, administrators, legal representatives, successors, and assigns of both parties.

15. That time is of the essence in all provisions of this Lease Agreement.

16. That this Lease Agreement shall be construed in accord with the laws of the State of Georgia.

IN WITNESS WHEREOF, the undersigned have set their hands and affixed their seals effective the day and year first above written.

LESSOR:

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

By: \_\_\_\_\_  
Luke Singletary, Chairman

Attest: \_\_\_\_\_  
Kaitlyn Good

\_\_\_\_\_  
Unofficial Witness

\_\_\_\_\_  
Notary Public

LESSEE:

\_\_\_\_\_  
Colleen Connors, Trustee of the  
Patricia Manning Irrevocable Trust

\_\_\_\_\_  
Unofficial Witness

\_\_\_\_\_  
Notary Public



**AGREEMENT FOR THE SALE AND PURCHASE OF REAL PROPERTY**

This Agreement for the Sale and Purchase of Real Property, made and entered into by and between COLLEEN CONNERS, Trustee of the Patricia Manning Irrevocable Trust, dated December 4, 2023, hereinafter referred to as "Seller", and Lee County Board of Commissioners, hereinafter referred to as "Purchaser".

**WITNESSETH:**

**WHEREAS**, Seller desires to sell to Purchaser and Purchaser wishes to acquire from Seller certain real property lying and being in portions of Land Lot 142 in the 14<sup>th</sup> Land District of Lee County, Georgia, containing 1 acre, more or less, as indicated on the attached plat marked Exhibit "A" (the "Property"). Said plat is made a part hereof by this express reference thereto.

**NOW, THEREFORE**, for and in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

**(1) PURCHASE AND SALE.** Seller agrees to sell and convey, and Purchaser agrees to purchase the Property in accordance with the terms and provisions of this Agreement. The Purchase Price ("Purchase Price") for the Property shall be **SEVENTEEN THOUSAND FIVE HUNDRED and NO/DOLLARS (\$17,500.00)**. At closing, the Purchase Price shall be paid as follows:

- (a)** Within three business days of the effective date, Purchaser shall deposit (F&W"), One Thousand Seven Hundred Fifty and No/Dollars (\$1,750.00) as earnest money, which sum shall be deposited into the escrow account of F&W, as directed by Seller.
- (b)** On the Closing Date (as hereinafter defined), Purchaser will, at Seller's direction, either (1) transfer funds by wire transfer to Seller's account or (2) deliver to Seller or Seller's agent a certified or cashiers' check in an amount equal to the balance of the Purchase Price.

**(2) EARNEST MONEY.** The Earnest Money shall be held in escrow by F&W, subject to the terms of this Agreement. At closing, the Earnest Money shall be applied to the Purchase Price.

**(3) CLOSING.** The purchase and sale of the Property shall be consummated ("the Closing") on or before sixty (60) days after the date on which this Agreement is executed by the last to sign of Seller and Purchaser (the "Effective Date") and such Closing shall be held at a location mutually agreed to by both Seller and Purchaser.

**(4) TITLE.** At Closing, Seller shall deliver to Purchaser title to the Property by a valid and properly executed Limited Warranty Deed. The Property shall be conveyed free and clear of all liens and encumbrances, except for current year's taxes, as well as easements and restrictions of record. The title to the Property shall be deemed to be "marketable" if a recognized national title insurance company will insure title to the Property at its usual rates.

- (a)** The Purchaser shall have a period of thirty (30) days from the Effective Date within which to conduct an examination of title to the Property. Prior to the expiration of said thirty (30) day period, Purchaser shall submit to Seller objections to the title to the Property which Purchaser asserts result in title to the Property not being marketable. Seller shall have until

Purchaser's Initials \_\_\_\_\_ Seller's Initials \_\_\_\_\_

the date of Closing to remedy any such defects which result in the title to the Property not being marketable. If the Seller cannot remedy such defects within forty-five (45) days from the Effective Date, the Seller shall be given an additional reasonable time within which to do so, which shall in no event exceed ninety (90) days from the Effective Date. Such defects shall be resolved at Seller's sole cost and expense.

- (b) If such defects which affect marketability of the Property cannot be resolved within that time, then Purchaser shall have the option of electing one of the following:
  - i. To waive such title objections, in which event the purchase and sale shall be consummated at Closing according to the terms of this Agreement,
  - ii. To refuse to purchase the Property and receive repayment of the Earnest Money, in which event this Agreement shall be of no further force or effect, except and as to provisions hereof which expressly survive termination of this Agreement, and
  - iii. To extend the terms of this Agreement to allow Seller an additional reasonable time to satisfy or cure such title objections.

**(5) PAYMENT OF COSTS.**

Seller shall pay:

- (a) The fees and expenses of Seller's attorneys,
- (b) All costs of preparing the Limited Warranty Deed,
- (c) The State of Georgia Real Estate Transfer Tax required to be paid prior to the recording of the Limited Warranty Deed conveying the property,
- (d) Seller's share of prorated taxes, as well as any other applicable prorations of expenses,
- (e) The cost of recording any curative title documents.

Purchaser shall pay:

- (a) All recording costs of any Plat and the Limited Warranty Deed,
- (b) All cost of title examination and certification,
- (c) The fees and expenses of Purchaser's attorney,
- (d) Purchaser's share of prorated taxes as well as any other applicable prorations of expenses, and
- (e) All other costs of Closing.

**(6) PRORATIONS.** All county ad valorem property taxes affecting the Property for the calendar year of closing shall be pro-rated between Seller and Purchaser as of the Closing date. In the event that the bill for the ad valorem property taxes is not available at the time of the closing, the pro-ration shall be based on the tax bill for the preceding year. For clarity, Seller has no obligation to pay any ad valorem

Purchaser's Initials \_\_\_\_\_ Seller's Initials \_\_\_\_\_

taxes to Lee County with respect to the building located on the Property since the building is owned by Seller.

(7) **RISK OF LOSS.** Until Closing, all risks of loss of, damage to, or destruction of, the Property (whether by fire, flood, tornado, hurricane, or other casualty, or by the exercise of the power of eminent domain or otherwise) shall belong to and shall be borne by the Seller.

(8) **INSPECTION.**

(a) Purchaser shall have the privilege within 0 days after the Effective Date of this Agreement (the "Inspection Date") of going onto the Property to inspect, examine, survey, and make engineering, mining, forestry or agricultural tests or surveys, which it may deem necessary on the Property, at no expense to Seller. Seller shall cooperate with Purchaser as is reasonably necessary for Purchaser to perform the inspections. Prior to the end of the Inspection Period, Purchaser may indicate to Seller that Purchaser does not desire to go forward with the purchase of the Property. So long as such notice is delivered, in writing, to Seller prior to the end of the Inspection Period, this Agreement shall then terminate, Purchaser shall receive a return of its Earnest Money and this Agreement shall be of no further force or effect, except with respect to Sections which this Agreement specifically provides shall survive termination of this Agreement. In the event that the Purchaser does not provide any such notice to Seller prior to the end of the Inspection Period, the Earnest Money shall not be refundable to Purchaser except in the event of default by the Seller or inability of Seller to deliver marketable title to the Property in accordance with the provisions of Section 4 of this Agreement.

(b) Purchaser shall promptly restore the Property to its condition immediately prior to the date of inspection to the extent practical after all such tests or surveys, with Purchaser's obligation to restore surviving any termination of this Agreement. Purchaser will use reasonable care to protect trees and timber growing on the Property and will, whenever reasonably practical, use existing roads upon the Property during Purchaser's exercise of their rights hereunder. Purchaser shall indemnify and hold Seller harmless from and against any and all claims for death of or injury of persons or damage of property arising out of or in connection with the activities of Purchaser or designees of Purchaser pursuant to the provisions of this Section 8. Purchaser's restoration and indemnification obligations under Section 8 shall survive any termination of this Agreement.

(9) **REPRESENTATIONS REGARDING BROKERS.** It is understood and agreed that Seller has received the services of F&W in this transaction. Seller represents and warrants that, except as set forth in Section 11(c) of this Agreement in the event of Purchaser's default, Seller is solely responsible for all fees and commissions due to F&W. Except with regard to these services provided to Seller by F&W, the Seller represents and warrants to the Purchaser that it has not employed, retained, or consulted any broker, agent, or finder in carrying on the negotiations in connection with this Agreement. Seller and Purchaser each hereby indemnify and agree to hold the other harmless from and against any and all claims, demands, causes of action, debts, liabilities, judgments and damages, including costs and reasonable attorney's fees incurred by or against the indemnified party on account of any alleged brokerage fee, commission, or other compensation arising by reason of the indemnitor's breach of this representation and warranty. This indemnity shall survive any termination of this Agreement or Closing.

Purchaser's Initials \_\_\_\_\_ Seller's Initials \_\_\_\_\_

**(10) EARNEST MONEY.**

- (a) F&W, as Escrow Agent hereunder, shall disburse the Earnest Money upon either the Closing of the purchase of the Property, a subsequent written agreement between the Seller and Purchaser, or to Purchaser upon the failure of Seller and Purchaser to enter into a binding agreement (where there is no dispute over the formation or enforceability of that agreement). In addition, F&W may disburse the Earnest Money upon a reasonable interpretation of this Agreement provided that F&W first gives Seller and Purchaser at least ten (10) days' notice stating to whom and why the disbursement will be made. Either Seller or Purchaser may object to the proposed disbursement by giving written notice of the same to F&W within that ten (10) day notice period. Objections not timely made in writing shall be deemed to have been waived. If F&W receives an objection and after considering it, decides to disburse the Earnest Money as originally proposed, F&W may do so and send notice of its action to Seller and Purchaser. Alternatively, at its discretion, F&W may send a revised disbursement notice to Seller and Purchaser once again providing at least ten (10) days' notice and stating to whom and why the disbursement will be made. Either Seller or Purchaser may again object to the proposed disbursement by giving written notice of the same within the ten (10) day notice period and after receiving such an objection and considering it, F&W may proceed to disburse as stated in its revised disbursement giving notice of its action to Seller and Purchaser. F&W may also disburse the Earnest Money to Seller by check in the event F&W makes a reasonable interpretation that the Agreement has been terminated due to the Purchaser's default and sends the required ten (10) day notice of the proposed disbursement to Seller and Purchaser.
- (b) If any dispute regarding the Earnest Money cannot be resolved after a reasonable time, F&W may interplead the Earnest Money into a court of competent jurisdiction if F&W is unsure as to who is entitled to receipt of the Earnest Money. F&W shall be reimbursed for and may deduct its costs and expenses and reasonable attorney's fees from any funds interpleaded, and shall thereafter be dismissed as a party to the proceedings. The prevailing party in the interpleader lawsuit may be entitled to collect its attorney's fees, court costs, and the amount deducted by F&W to cover F&W's costs and expenses from the non-prevailing defendant.
- (c) Except in connection with F&W's gross negligence or intentional misconduct, Seller and Purchaser hereby covenant and agree to indemnify and hold F&W harmless from and against all claims, injuries, suits and damages arising out of performance of its duties hereunder as Escrow Agent. Seller and Purchaser covenant not to sue F&W for any decision made by F&W to disburse Earnest Money in accordance with the terms of this Agreement.

**(11) DEFAULT.**

- (a) In the event of any default by Purchaser under the terms of this Agreement, Seller's sole remedy shall be to retain the Earnest Money as liquidated damages in which event this Agreement shall become null and void, and all parties hereto shall thereupon be released from all further liability hereunder, except for any liability or indemnity pursuant to any Section hereof that are specifically stated to survive any termination of this Agreement. It is hereby agreed that, without resale, Seller's damages will be difficult to ascertain and that the Earnest Money constitutes a reasonable estimation thereof and is intended not as a penalty, but as full liquidated damages. Seller agrees that in the event of a default by Purchaser, it will not initiate any proceeding to recover damages from Purchaser in excess

Purchaser's Initials \_\_\_\_\_ Seller's Initials \_\_\_\_\_

of the Earnest Money, and Purchaser agrees that in the event of its default, it shall not initiate any proceeding challenging Seller's right to keep the full amount of the Earnest Money as liquidated damages.

- (b) In the event of default by Seller under the terms of this Agreement, Purchaser may either receive a refund of the Earnest Money, in which event this Agreement shall become null and void except for those Sections specifically stated to survive termination of this Agreement, or Purchaser may seek enforcement of this Agreement by specific performance to the extent allowed by law.
- (c) In the event of default by either Seller or Purchaser under the terms of this Agreement, such defaulting party (whether Seller, or Purchaser, as the case may be) shall immediately pay to F&W as liquidated damages the amount of commissions that would have been payable to F&W had the purchase and sale of the Property been consummated in accordance with this Agreement. Seller and Purchaser acknowledge and agree that the liquidated damages set forth in the preceding sentence are a reasonable pre-estimate of the actual damages likely to result to F&W from default under this Agreement, and that such liquidated damages are not intended as a penalty. In establishing the amount of liquidated damages payable to F&W under this Section 11(c), the agency agreements, listing agreements, or other written agreements between Seller and F&W (whether or not including any additional person as party) that establish or evidence F&W's right to commission, or the amount of such commission, in relation to sale of the Property shall be used as the basis for calculation, and are considered by this reference to be incorporated into this Agreement. In addition, F&W shall be entitled to recover from the defaulting party the reasonable attorney fees incurred by F&W in enforcement of this Section 11(c). Seller and Purchaser acknowledge and agree that F&W is and shall be an intended third-party beneficiary of this Agreement for purposes of this Section 11(c).

**(12) REPRESENTATIONS AND WARRANTIES OF SELLER.** As an inducement for Purchaser to enter into this Agreement, Seller to the best of Seller's knowledge and belief states to Purchaser as follows:

- (a) Seller has received no notice (oral or written) of, nor is Seller aware of, any pending, threatened or contemplated action by any governmental authority or agency having the power of eminent domain, which might result in any part of the Property being taken by condemnation or conveyed in lieu thereof.
- (b) There is no tenant, lessee, or other occupant of the Property, other than those listed below, having any right or claim to possession or use of the Property. Possession of the Property shall be delivered by Seller to Purchaser at the Closing free of the rights or claims of any tenants, occupants, or other parties in possession of, or having or claiming any right to possession or use of, the Property, except as to those mentioned below.

- i. Lee County Board of Commissioners  
Fire station/Voting Precinct Lease Term: January 1, 2024 to May 30, 2024

Any compensation due Seller pursuant to the terms of any such leases shall be retained by the Seller at Closing.

Purchaser's Initials \_\_\_\_\_ Seller's Initials \_\_\_\_\_

- (c) Seller has received no notice (oral or written) of, nor is Seller aware of the existence of any Hazardous Substances on the Property or the existence of any violation of any Hazardous Waste Law pertaining to the Property.
- (d) No assessments have been made against any portion of the Property which are unpaid (except ad valorem taxes for the current year), whether or not they have become liens.
- (e) No work has been performed on the Property that would or could give rise to claims for payment that could be secured by liens against the Property.
- (f) No litigation is pending, or to the best of Seller's knowledge, proposed, threatened, or anticipated with respect to any matter affecting the Property, including, but not limited to, the location of lines and corners of the Property.
- (g) Notwithstanding anything to the contrary, Seller makes no representations or warranties whatsoever to Purchaser as to the acreage of the Property or any part thereof, or as to the volume or value of any timber located thereon.
- (h) Seller has the right, power and authority to enter into this Agreement and to convey the Property in accordance with the terms and provisions hereof.
- (i) If the Seller is an entity, the person executing this Agreement on behalf of Seller has been duly and validly authorized by Seller to execute and deliver this Agreement and has the right, power, and authority to enter into this Agreement and bind Seller to the terms thereof.
- (j) If the Seller is an entity, neither the execution, delivery or performance of this Agreement, nor compliance herewith, conflicts or will conflict with or results or will result in a breach of or constitutes or will constitute a default under (i) the articles of incorporation and by-laws or other organization certificate and/or partnership or operating agreement of Seller, or (ii) to Seller's knowledge, any law or any order, writ, injunction or decree of any court or governmental authority.

**(13) REPRESENTATIONS AND WARRANTIES OF PURCHASER.** As an inducement for Seller to enter into this Agreement, Purchaser to the best of the Purchaser's knowledge and belief states to Seller as follows:

- (a) Purchaser has the right, power and authority to enter into this Agreement and to purchase the Property in accordance with the terms and provisions hereof.
- (b) If the Purchaser is an entity, the person executing this Agreement on behalf of Purchaser has been fully and validly authorized by Purchaser to execute and deliver this Agreement and has the right, power, and authority to enter into this Agreement and bind Purchaser to the terms thereof.
- (c) If the Purchaser is an entity, neither the execution, delivery or performance of this Agreement, nor compliance herewith, conflicts or will conflict with or results or will result in a breach of or constitutes or will constitute a default under (i) the articles of incorporation and by-laws or other organization certificate and/or partnership or operating agreement of Purchaser, or (ii) to Purchaser's knowledge, any law or any order, writ, injunction or decree of any court or governmental authority.

Purchaser's Initials \_\_\_\_\_ Seller's Initials \_\_\_\_\_

**(14) MISCELLANEOUS.**

- (a) This Agreement shall be construed and interpreted under the laws of the State of Georgia, other than its conflicts of laws provisions.
- (b) All rights, powers, and privileges conferred hereunder upon the parties shall be cumulative, but not restrictive of those given by law.
- (b) Failure of either party to exercise any power given either party hereunder or to insist upon strict compliance by either party with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof, shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.
- (d) Time is of the essence in complying with the terms and conditions of this Agreement.
- (e) This Agreement contains the entire agreement of the parties hereto and no representations, inducements, promises, or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect.
- (f) Purchaser may not assign its rights and obligations under this Agreement.
- (g) This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, successors, and permitted assigns.
- (h) Any amendment to this Agreement shall not be binding upon any of the parties to this Agreement unless such amendment is in writing duly executed by both of the parties hereto.
- (i) In the event any provision of this Agreement is held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of any other provision hereof.
- (j) All notices to be given either party by the other shall be in writing and directed as follows:  
  
As to Seller: COLLEEN CONNERS, Trustee of the Patricia Manning Irrevocable Trust, dated December 4, 2023  
152 Manning Lane  
Leesburg, Georgia 31763  
  
As to Purchaser: The Board of Commissioners of Lee County, GA  
102 Starksville Avenue North  
Leesburg, Georgia 31763
- (k) This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which together shall constitute one and the same instrument.
- (l) Any and all disputes or actions which may arise in connection with this Agreement shall be heard in the Superior Court of Lee County, Georgia and the parties hereby specifically stipulate to the jurisdiction and venue of said Court for any and all such disputes.
- (m) Any and all claims of any nature whatsoever against F&W or its affiliated licensees, whether asserted in litigation or arbitration, making allegations relating to breach of

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contract and/or tort must be brought within one (1) year from the date any such alleged claim or cause of action arises, or such actions shall thereafter be forever time barred.

- (n) Purchaser and Seller acknowledge and agree that F&W shall, except in the event of its gross negligence or intentional misconduct, have no liability in connection with this Agreement exceeding the amount of the real estate commission paid to F&W in connection with this transaction (excluding any commission which might be paid by F&W to a cooperating real estate broker, if any) and if no real estate commission is paid to F&W hereunder, then a sum not to exceed \$100.00. Notwithstanding the foregoing, F&W shall have no liability whatsoever for any loss of funds by Seller or Purchaser as a result of wire or cyber fraud.

**(15) SPECIAL STIPULATIONS.** To the extent that any of the following special stipulations conflict with other provisions of this Agreement, these special stipulations shall control:

- (a) \_\_\_\_\_  
\_\_\_\_\_
- (b) \_\_\_\_\_  
\_\_\_\_\_

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**IN WITNESS WHEREOF**, Seller and Purchaser have caused this Agreement to be executed this \_\_\_\_\_, day of \_\_\_\_\_, 20\_\_.

**SELLER:** \_\_\_\_\_

**BY:** \_\_\_\_\_

\_\_\_\_\_  
Witness

Signed this \_\_\_ day of \_\_\_\_\_, 20\_\_

**PURCHASER:** \_\_\_\_\_

**BY:** \_\_\_\_\_

\_\_\_\_\_  
Witness

Signed this \_\_\_ day of \_\_\_\_\_, 20\_\_

F & W FORESTRY SERVICES, INC.

\_\_\_\_\_  
BY: \_\_\_\_\_

NOTE: This is a legally binding contract. If not understood, seek competent advice.

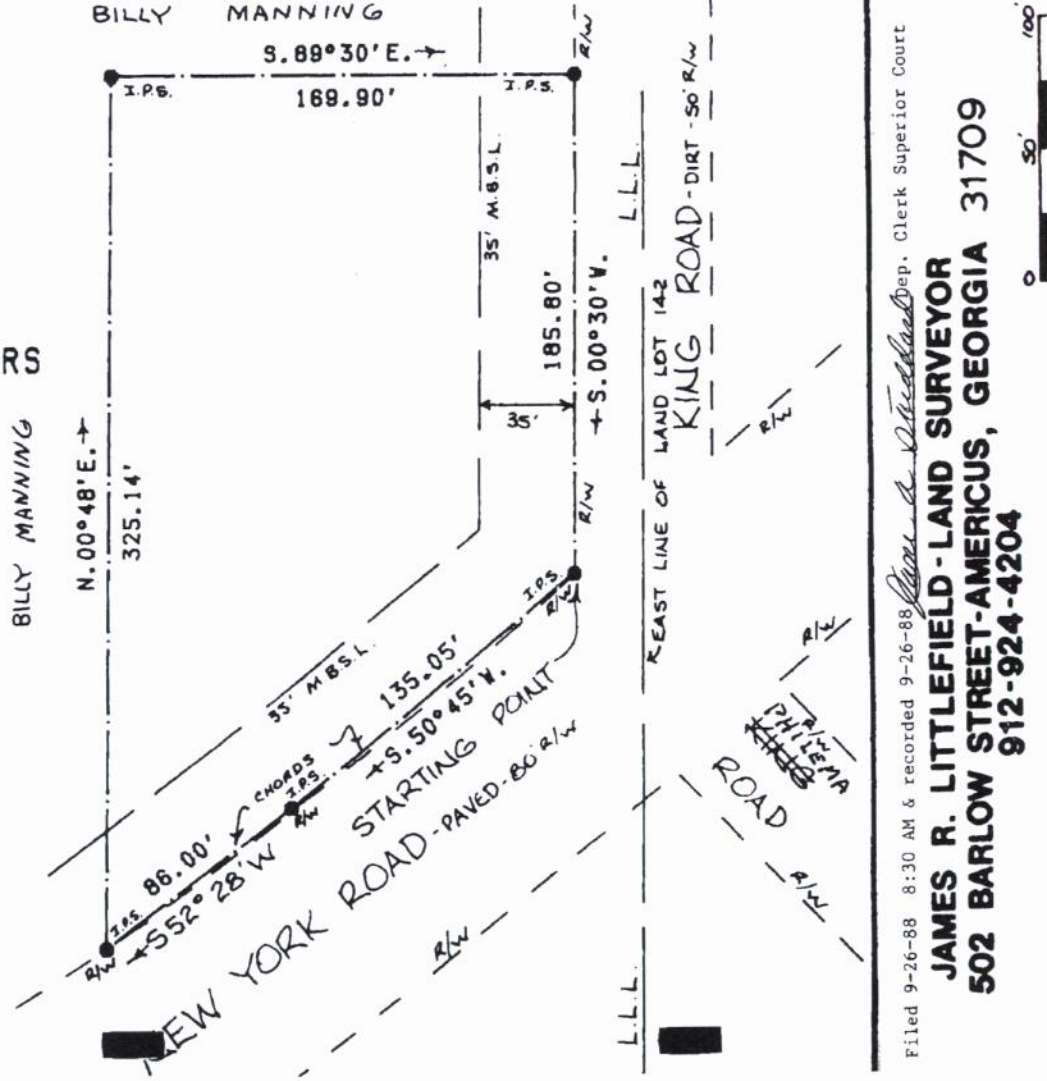
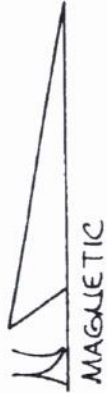
Purchaser's Initials \_\_\_\_\_ Seller's Initials \_\_\_\_\_

Exhibit "A"

BOOK 164 PAGE 677

PROPERTY OF LEE COUNTY BOARD OF COMMISSIONERS  
1.00 ACRE IN LAND LOT 142  
14th LAND DISTRICT  
LEE COUNTY, GEORGIA  
AUGUST 11, 1988  
SCALE: 1" = 50 FEET

James R. Littlefield, Surveyor  
Georgia Reg. No. 1304



Filed 9-26-88 8:30 AM & recorded 9-26-88 *James R. Littlefield* Dep. Clerk Superior Court

**JAMES R. LITTLEFIELD - LAND SURVEYOR**  
**502 BARLOW STREET-AMERICUS, GEORGIA 31709**  
**912-924-4204**



## INTERGOVERNMENTAL AGREEMENT

THE INTERGOVERNMENTAL AGREEMENT is made this \_\_\_\_ day of \_\_\_\_\_, 2024 between the Secretary of State of the State of Georgia and the \_\_\_\_\_ (hereinafter "County").

WHEREAS O.C.G.A § 21-2-300 requires that the equipment used for casting and counting votes in county, state, and federal elections be the same in each county in the state of Georgia and shall be provided to each county by the state, as determined by the Secretary of State.

WHEREAS the Secretary of State is providing each county with new Uninterrupted Power Supply units (hereafter UPS units) for use with the statewide voting system;

WHEREAS the Secretary of State wishes to store UPS units awaiting deployment and replaced UPS units awaiting recycling in various counties around the state during the statewide deployment;

NOW THEREFORE, in consideration of the mutual promises contained herein, the Secretary of State and the County agree that the Secretary of State shall be authorized to store UPS units at the County elections office or other designated county facility free of cost and pursuant to the terms and conditions below;

**1. Scope of Agreement.**

Pursuant to O.C.G.A. § 21-2-300 the Secretary of State is storing the UPS units to be used by the counties for the statewide voting system.

**2. Storage of the Voting System Components.**

2.1 The County agrees to store and secure the UPS units in their facility in the same manner as required by State Election Board rules 183-1-12.04, 183-1-12.05, and the rules and regulations promulgated thereto, and to follow instructions provided by the Secretary of State for the security, storage and use of voting system components. The County agrees to indemnify the Secretary of State for any loss or destruction of the UPS units caused by the County's failure to follow these procedures or any other negligent or willful acts; provided, however, that the county shall not bear any risk of loss for any damage or destruction of equipment stored in their facility that is caused by a natural disaster or act of God or negligence by employees of the Secretary of State.

2.2 The Secretary of State shall be responsible for the transportation and placement of the UPS units at a location mutually agreed upon by the county and the Secretary of State.

**3. Access to UPS units.**

3.1 The Secretary of State shall have full access to the designated space where the UPS units are stored, and its personnel shall have the full and unrestricted access to the designated space containing the UPS units upon reasonable notice given to the county for the purpose of storing, inspecting, or removing said units.

3.2 The county shall limit access to the UPS units to personnel authorized only by the Secretary of State's office. In the event the county must allow access to the facility where the UPS units are stored to an outside party it will first get permission from the Secretary of State's office before doing so.

**4. Responsibility for Care and Maintenance.**

4.1 The County shall be responsible for the proper care and secure storage of the UPS units stored pursuant to this Agreement and all the terms contained therein. The Secretary of State and the County shall each be independently responsible for carrying out its official responsibilities at its own sole cost, risk, expense, and responsibility with respect to activities under or related to this Agreement.

**5. Miscellaneous.**

5.1 The County will comply with all laws, rules, and policies applicable to its activities under this Agreement.

**6. Entire Agreement.**

6.1 This Agreement contains the entire agreement between the parties regarding its subject matter and supersedes all other prior and contemporaneous agreements and understandings between the parties. This Agreement may not be amended or modified except in writing by mutual agreement of the parties.

In witness whereof, the parties have caused their hand and seal as follows, or have otherwise indicated their acceptance of this Agreement, as provided above:

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
\_\_\_\_\_

Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Name: \_\_\_\_\_  
Title: \_\_\_\_\_



## MEMORANDUM LEE COUNTY BOARD OF COMMISSIONERS

**TO:** Honorable Board of County Commissioners  
**SUBJECT:** 2024 LRA (Local Road Assistance) Funds  
**MEETING DATE:** Tuesday, May 14, 2024

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### MOTION/RECOMMENDATION

Discussion of the LRA 2024 application and potential road projects.

### BACKGROUND

Last month, the Governor announced an additional \$250 million in Local Road Assistance Administration funds (LRA) was to be included in the amended FY 2024 budget. Thereby, the County gets to apply for another grant for road projects, but this time, there is no required 30% match as there is for the typical LMIG program.

The eligible activities/projects and application process are the same for these LRA funds as they are for traditional LMIG. The application process is currently open, but will close **June 15, 2024**. Our formula amount for this grant is **\$855,690.09**, and again, **no match is required**.

Staff recommends the Commissioners select one or two roads from the attached proposed road list provided by Brent Davis, Reliable Engineering, and Mike Sistrunk, Public Works Director to submit on the grant application. This road list has been compiled based on factors such as grade of the road as well as the cost of maintenance.

Staff recommends applying to GDOT for these LRA funds and once accepted, holding the funds until the County also receives the funds for the LMIG FY 2025 cycle; the application process for traditional LMIG usually begins in July. At a future meeting, the Commissioners can select additional roads for the LMIG FY 2025 funds and authorize staff to put out an RFP for projects including funding from the LRA, LMIG FY 2025, and TSPLOST funds.

### ATTACHMENTS

Proposed Projects

Priority	Road Name	Grade	From	To	Miles	Width	Details	Estimated Cost	
1	Mossy Dell Rd	71	S.R. 32	New York Rd	2.91	20	Level and Resurface	\$ 825,000.00	Slight to Moderate Alligator Cracking on 60% of Road, Severe Edge Unraveling, Really Bad Section in Creek Crossing
2	Graves Spring Rd	73	Forrester Rd	S.R. 32	5.20	20	Level and Resurface	\$ 1,326,000.00	Alligator Cracking on Wheel Paths on 25% of Road That Will Lead To Base Failure Soon, Some Base Failure Already Present
3	Hickory Grove Rd	74	Winifred Rd	Pebble Ridge	1.14	24	Level and Resurface	\$ 290,700.00	Alligator cracking on wheel paths that will soon lead to base failure, Thin Wearing Course
4	Pryor Road	65	County Line	County Line	1.30	20	Level and Resurface	\$ 331,500.00	Severe Base Failure on 20% of Road, Alligator and Block Cracking Also Present
	Cutts Road	70	Chokee Rd	Pryor Rd	0.76	20	Level and Resurface	\$ 193,800.00	Some Potholes and Alligator Cracking on 30% of Road, Unraveling Edges and Some Base Failure
5	Winifred	72	Cookville Rd	Do Co Line	2.63	20	Level, Resurface, Widen	\$ 933,650.00	Moderate Alligator Cracking on Most of the Road in Wheel Path With Slight Rutting, Severe Edge Unraveling Causing Potholes and Making Road Narrower
6	Fussell Rd	76	U.S. 82	Palmyra Rd	2.22	20	Level, Resurface, Widen	\$ 790,000.00	Small amount of base failure and alligator cracking along edges, potholes and edge unraveling
7	New York Rd	72	S.R. 195	Mossy Dell Rd	1.50	22	Level, Resurface, Widen	\$ 550,000.00	Slight to Moderate Alligator Cracking on 20% of Road, Severe Edge Unraveling Making Road Narrow, Several Base Failures East of Mossy Dell
8	Northampton				1.89		Level and Resurface	\$ 435,000.00	Several Deep Depressions Caused by Base Failure or Lime Sinks, Moderate to Severe Block Cracking and Weathering Pavement
	Leland Ferrell Drive	72	Lovers Lane	Northampton Rd	1.50	24	Level and Resurface	\$ 345,000.00	
	White Horse Drive	73	Cul-de-Sac	Leland Ferrell Dr	0.13	24	Level and Resurface	\$ 30,000.00	
	Brandt Ct	75	Leland Ferrell Dr	Cul-de-Sac	0.07	24	Level and Resurface	\$ 16,000.00	
	English Drive	75	Leland Ferrell Dr	Cul-de-Sac	0.19	24	Level and Resurface	\$ 44,000.00	
9	Marlow Lane	69	N Doublegate	W Doublegate	0.48	27	Level and Resurface	\$ 110,000.00	Bad Alligator Cracking and Rutting in the Travles Lanes
10	Larkspur Drive	73	Winnstead Dr	Martindale Dr	0.51	24	Level and Resurface	\$ 117,000.00	Block Cracking and Moderate Alligator Cracking
11	Red Tip Lane	75	Wiregrass Wy	Martindale Dr	0.39	24	Level and Resurface	\$ 90,000.00	Block cracking, some areas with alligator cracking and base failure
<b>Ledo Road and Forrester Road should also be considered to be resurfaced in the near future</b>									
	Ledo Rd	78	U.S. 82	U.S. 19	3.51	24-62	Level and Resurface	?????	Would Need to Split with City of Albany, Some Potholes Beginning to Form, Stress Cracking and Settling Also Present
	Forrester Pkwy	78	U.S. 19	Philema Rd	5.35	24	Level and Resurface	\$ 1,350,000.00	Some Cracking and Settling of Road Makes Ride Rough

**Timber Inventory Report**  
**For**  
**Lee County Board Of Commissioners Tract**

*Lee County, GA*  
*± 100.0 Total Acres*

Dates of Value – 1/2024  
Date of Report – 1/2024

Prepared By:  
Gary Phillips  
Phillips Forestry Consulting, LLC  
GA Registered Forester #2549  
P.O. Box 70624  
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Phillips Forestry Consulting, LLC  
Gary Phillips, GA Registered Forester, #2549  
P.O. Box 70624 Albany, GA 31708  
229-349-1493

17-Jan-24

Attn: Lee County Board Of Commissioners  
Lee County, GA

**RE: Timber Inventory for Lee County Board Of Commissioners Tract, Lee County, GA**

Attached is a Timber Inventory Report for the Lee County Board Of Commissioners Tract located in Lee County GA. The 1/1/2024 estimated total timber value on the property was: **\$73,922 or \$1,000 per acre based on  $\pm 73.9$  merchantable timber acres or \$739 per acre based on  $\pm 100.0$  total tract acres.**

A detailed summary and a timber stand map is provided. Please let me know if you have any questions.

Sincerely,



Gary Phillips  
GA Registered Forester #2549  
Phillips Forestry Consulting, LLC



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# Timber Volume & Value Summary - Total For Tract

Lee County Board Of Commissioners Tract

Lee County, GA

Map/Parcel 036B 003

±100.00 Total Tract Acres

±73.9 Merchantable Timber Acres

Date Of Value: 1/2024

Total Tract	Total	Per Timber Acre	Per Total Acre
Total \$ Merchantable Timber Value	\$73,922	\$1,000	\$739

Total \$ Merchantable Timber Value	\$73,922	\$1,000
Total Tons	5,001	68
Total Trees	7,164	97
Basal Area (Sq.Ft.)	5,377	73
Average Total Diameter (Dbh in.)	11.7	
Average Sawtimber Diameter (Dbh in.)	15.5	

Merchantable Timber By Product Class	Total Trees	Trees/ Acre	Total Tons	Tons/ Acre	Average Tons/Tree	Average Diameter (Dbh in.)	\$ Stumpage Value /Ton	\$Total Value
<b>Pine Products</b>								
<i>Planted Pine Products</i>								
Pine Sawtimber	0	0.0	0	0.0	0.00	0.0		\$0
Pine Large Poles	0	0.0	0	0.0	0.00	0.0		\$0
Pine Chip N Saw	0	0.0	0	0.0	0.00	0.0		\$0
Pine Pulpwood	0	0.0	0	0.0	0.00	0.0		\$0
Pine Topwood			0	0.0	0.00			\$0
Total Planted Pine	0	0.0	0	0.0	0.00			\$0
<i>Natural Pine Products</i>								
Pine Sawtimber	1,036	14.0	764	10.3	0.74	14.9	\$38.00	\$29,024
Pine Large Poles	0	0.0	0	0.0	0.00	0.0		\$0
Pine Chip N Saw	397	5.4	224	3.0	0.56	10.6	\$25.00	\$5,603
Pine Pulpwood	1,865	25.2	1,571	21.3	0.84	12.6	\$10.00	\$15,712
Spruce Pine Sawtimber	0	0.0	0	0.0	0.00	0.0		\$0
Pine Topwood			537	7.3	0.37		\$4.00	\$2,146
Total Natural Pine	3,298	44.6	3,096	41.9	0.94			\$52,486
<b>Hardwood Products</b>								
<i>Oak Sawtimber</i>								
Red Oak Sawtimber	268	2.8	209	2.8	0.78	16.7	\$33.00	\$6,899
White Oak Sawtimber	44	0.6	45	0.6	1.02	18.1	\$33.00	\$1,498
Total Oak Sawtimber	312	4.2	254	3.4	0.81	16.9	\$33.00	\$8,396
Cypress Sawtimber	34	0.5	39	0.5	1.15	16.0	\$33.00	\$1,296
Poplar Sawtimber	0	0.0	0	0.0	0.00	0.0		\$0

Green Ash Sawtimber	0	0.0	0	0.0	0.00	0.0		\$0
<i>Hardwood Miscellaneous Sawtimber</i>	18	0.2	15	0.2	0.83	16.1	\$33.00	\$495
<i>Soft Hardwood Miscellaneous Sawtimber</i>	112	1.5	117	1.6	1.04	17.3	\$33.00	\$3,851
<i>Hard Hardwood Miscellaneous Sawtimber</i>	131	1.8	132	1.8	1.01	16.9	\$33.00	\$4,345
<b>Total Hardwood Miscellaneous Sawtimber</b>								
<i>Hardwood Pulpwood</i>	634	8.6	231	3.1	0.36	10.5	\$5.00	\$1,155
<i>Soft Hardwood Pulpwood</i>	2,756	37.3	930	12.6	0.34	8.6	\$5.00	\$4,651
<i>Hard Hardwood Pulpwood</i>	3,390	45.9	1,161	15.7	0.34	9.0	\$5.00	\$5,806
<b>Total Hardwood Pulpwood</b>								
Cypress Mulch	0	0.0	0	0.0	0.00	0.0		\$0
Cypress Topwood			0	0.0	0.00			\$0
Hardwood Topwood			318	4.3	0.72		\$5.00	\$1,592
<b>Total All Hardwood</b>	<b>3,866</b>	<b>52.3</b>	<b>1,905</b>	<b>25.8</b>	<b>0.49</b>			<b>\$21,436</b>

\*Timber Stumpage Values Applied Before Total Tons are Rounded.

\*Hardwood Sawtimber Timber Stumpage Value is Blended.

\*2024 1st Quarter Average \$ Timber Stumpage Values For The Area Used

Product Specifications	Minimum Diameter Dbh (2 inch Classes)	Minimum Tree Length Top Diameter (inches)	Minimum Tree Length (feet)	Minimum Cut To Length Top Diameter (inches)	Minimum Cut To Length (feet)
<i>Product</i>					
Pine Sawtimber	12	8	33	10	12
Large Pine Poles	14	8	42		
Pine Chip n Saw	10	6	33	12	16
Pine Pulpwood	6	3	20		
Pine Topwood					<20
Hard Hardwood Sawtimber	12	10	25	10	10
Soft Hardwood Sawtimber	12	10	25	10	10
Hardwood Pulpwood	6	4	20		
Hardwood Topwood					<20

Sampling Info	
Cruise Method	VPR 20 BAF
Cruise Grid	2 Chain x 4 Chain
# Sample Plots	93
+% For Total \$ Value @90% Confidence Interval	15.3%
+% For Total Tons @90% Confidence Interval	13.2%

# Lee County Board Of Commissioners Tract Lee County, GA +100.0 Acres



**LEGEND**  
Map layers

- Property Boundary

4,000 8,000  
Feet

Lee County Board Of Commissioners Tract  
Lee County, GA  
+100.0 Total Acres

**LEGEND**  
Map layers

- Property Boundary
- Timber Stand Or Land Type Bound

**Timber Or Land Type**

- 1 NPH/Natural Mixed Pine & Hardwood +46.6 Acres
- 2 H/Bottomland & Upland Hardwood +-27.3 Acres
- 3 OP/Open Areas +-26.1 Acres

0 500 1,000  
Feet



Kinchafoonee  
Crk



PHILLIPS FORESTRY CONSULTING, LLC  
BOX 70624  
ALBANY, GA 31708  
229 349 1493 gphillips.timberland@yahoo.com

## SUMMARY OF FACTS AND CONCLUSIONS

**Project Identification:** Lee County Board Of Commissioners Tract  
Lee County, GA

**Tract Identification:** +100.0 Total Acres Map/Parcel 036B 003 Lee County, GA

**Client:** Lee County Board Of Commissioners

**Intended Use:** Timber Valuation

**Timber Appraiser:** Gary Phillips, Phillips Forestry Consulting, LLC

**Source of the Inventory/Cruise Data:** Gary Phillips, Phillips Forestry Consulting, LLC,  
GA Registered Forester #2549

**Dates:** Date of Timber Value – 1/2024

Date of Report – 1/2024

**Parcel Access:** Access From Paved US Hwy 19 Bypass  
Some interior roads within tract.

**Zoning/Future Land Use:** Recreation

**Primary Use:** Recreation

**Secondary Use:** N/A

**Soils/Site Index:** Soil productivity is good for pine management in the uplands and  
hardwood in the lowlands.

**Easements:** None

**Site Inspection and Field Work:** (Gary Phillips during November and December 2023)

**Other Encumbrances:** Type: None

**Highest and Best Silvicultural Use:** Commercial Timberland/Timber Management

**Present Silvicultural Use:** Commercial Timberland/Timber Management

**Final Value:**

Opinion of Value: Total Value for Subject Merchantable Timber on the:  
Lee County Board Of Commissioners Tract, Lee County, GA

**\$73,922 or \$1,000 per acre based on ±73.9 merchantable timber acres  
or \$739 per acre based on ±100.0 total tract acres.**

## DESCRIPTION OF TIMBER AND LAND TYPES

### *General Land Use Composition*

*Lee County Board Of Commissioners Tract*

*Lee County, GA*

*+100.0 Total Acres*

<b>Land Use Type</b>	<b>+Acres</b>
Natural Upland Woodland	51.9
Natural Bottomland Woodland	22.0
Open Areas	26.1
<b>Total</b>	<b>100.0</b>

### *Specific Timber and Land Types (See Attached Stand Map In Report)*

*Lee County Board Of Commissioners Tract*

*Lee County, GA*

*+100.0 Total Acres*

<b>Timber or Land Type</b>	<b>+Acres</b>	<b>Origin and Management History</b>
1 NPH/Natural Mixed Pine & Hardwood	46.6	Consists of Loblolly & Shortleaf Pine/Oak/Hickory & Gum Hardwood
2 H/Bottomland & Upland Hardwood	27.3	Consists of mostly Oak/Hickory & Gum Hardwood
3 OP/Open Areas	26.1	Open Field and Building Area
<b>Total</b>	<b>100.0</b>	

## Timber Stumpage Value Determination

The process to determine the timber stumpage values used in the valuation of the subject timber involved estimating average timber sales data in the region from Local Timber Buyers & Timber publications for 4th quarter 2023 and 1st quarter 2024.

*Average Timber Product Stumpage Values Used for Timber Inventory for Lee County Board Of Commissioners Tract Located In Lee County, GA As Derived From Analysis Of Timber Market Data.*

Product	\$/Ton
Pine Sawtimber	\$38
Pine Chip N Saw	\$25
Pine Pulpwood	\$10
Pine Topwood	\$4
Hardwood Sawtimber Mixed or Blended	\$33
Hardwood Pulpwood & Topwood	\$5

These stumpage values were considered for a complete harvest of all merchantable timber. They are an average over a period of time and can vary based on demand, time of year, mill quotas, and other factors. Timber thinning stumpage values might be slightly less due to an increased logging rate. Based on the timber stumpage price data, average timber size and quality, timber types, timber harvesting access, haul distances to timber markets, the following stumpage values were considered applicable and used in this timber appraisal:



## Timber Markets

The main markets for pine products within the area of the subject property are as follows:

Product	Wood Using Mill
Pine Sawtimber	Georgia Pacific (Albany, GA)
	Interfor (Preston, GA)
	Griffin Lumber (Cordele, GA)
	Canfor (Moultrie & Thomaville, GA)
Pine Chip n Saw	Georgia Pacific (Albany, GA)
	Interfor (Preston, GA)
	Griffin Lumber (Cordele, GA)
	Canfor (Moultrie & Thomaville, GA)
Pine Pulpwood & Topwood	West Fraser (Cordele, GA)
	International Paper (Oglethorpe, GA)
	Georgia Pacific (Cedar Springs, GA)
Hardwood Pulpwood & Topwood	Beasley SWS (Ideal, GA)
	Georgia Pacific (Cedar Springs, GA)
Hardwood Sawtimber	Oakcrest Lumber (Buena Vista, GA)
	Beasley Lumber (Hazelhurst, GA)

The pine sawtimber and chip n saw markets have been improved over the last couple of years due to increased demand, while pine pulpwood is down in the area due to poor economic conditions. Distances. Hardwood pulpwood values fluctuate depending on weather and demand. Hardwood Saw prices are usually stable for the area. Soils and climate would be a factor where the subject timber is located. The upland woodland soils located on the tract usually allow timber harvesting most of the year except during very wet periods during the winter and early spring months. The hardwood or lowland soils on the property would have limitations with harvesting mainly during dry periods in the late summer and early fall.

## Merchantable Timber -Inventory Methodology

The subject timber was inventoried by Gary Phillips (Phillips Forestry Consulting, LLC) during 2023. The merchantable timber was inventoried using the variable plot radius sampling method with a 20 Basal Area Factor. A sample grid of 2 chains by 4 chains was utilized, installing a total of 93 sample points over the ±73.9 merchantable timber acres. On each sample point, merchantable trees were measured for diameter at breast height (Dbh), classified by species (species of pine or hardwood, product class (sawtimber, chip n saw, poles, pulpwood). Merchantable sawtimber or pulpwood height to a minimum top diameter or to where quality limits attainment of top diameter was estimated. Timber volumes were calculated using the TCruise Inventory Software developed by Matney. Natural longleaf, shortleaf, loblolly pine, and slash pines and all species of hardwood volume equations by (Clark) and planted loblolly and longleaf pine equations by PMRC at UGA were used.

## Current Merchantable Timber Valuation

The property contained a total of ±73.9 total acres of merchantable timber. The estimated timber volumes and values for the property are as follows:

*Estimate Of Current Value For Lee County Board Of Commissioners Tract  
+ 73.9 Acres of Merchantable Timber Located in Lee County, GA as of January, 2024.*

Product	Total Tons	\$ Timber Stumpage Value	\$ Total Value
Pine Sawtimber	764	\$38	\$29,024
Large Pine Poles			\$0
Pine Chip n Saw	224	\$25	\$5,603
Pine Pulpwood	1,571	\$10	\$15,712
Pine Topwood	537	\$4	\$2,146
Mixed Hardwood Sawtimber	425	\$33	\$14,037
Hardwood Pulpwood	1,161	\$5	\$5,806
Hardwood Topwood	318	\$5	\$1,592
<b>Total</b>	<b>5,001</b>		<b>\$73,922</b>

*Timber Stumpage Values applied before Total Tons are rounded.*

## Premerchantable Timber -Inventory Methodology

The property contained no premerchantable timber.

## Premerchantable Timber Valuation

N/A

## BMP Summary and Application

A portion of the timber is located along drainages and Georgia State BMP regulations do apply. In these areas, timber was not inventoried or valued in this timber appraisal.

## Statistical Analysis

The inventory's percent statistical variation (allowable error) at the 90% confidence level is as follows:

Statistical Results For ±73.9 Acres Of Merchantable Timber  
Lee County Board Of Commissioners Tract Located in Lee County, GA  
At The 90% Confidence Level.

Total	Mean	+% at 90%
Total Estimated Timber Value	\$73,922	15.3%
Total Merchantable & Premerchantable Tons	5,001	13.2%
Sample Points: 93		

## Certification

I certify that, to the best of my knowledge and belief:

- To the best of my knowledge and belief, the statements of fact contained in this report are true and correct.
- I personally conducted all analyses leading to the conclusions and opinion of value rendered in this report.
- I have no present or prospective interest in the property that is the subject of this report, and no personal interest with respect to the parties involved.
- I have no personal bias with respect to the subject property or any parties involved.
- My compensation for conducting this appraisal was not influenced by the value estimate rendered.
- I have made a personal inspection of the property that is the subject of this report.
- No one provided significant appraisal, appraisal review, or appraisal consulting assistance to the person(s) signing this certification.

The timber cruise field work was done in 2023. This report was prepared in January 2024, and the date of value is January 2024. My opinion of market value of the merchantable timber on the Lee County Board Of Commissioners Tract located in Lee County, GA as of the date of value is:

**\$73,922 or \$1,000 per acre based on  $\pm$ 73.9 merchantable and premerchantable timber acres  
or \$739 per acre based on  $\pm$ 100.0 total tract acres.**



---

Gary Phillips  
GA Registered Forester #2549  
P.O. Box 70624  
Albany, GA 31708

## General Assumptions and Limiting Conditions

- The Appraiser assumes no responsibility for matters of a legal nature affecting the timber appraised or the title thereto, nor does the Appraiser render any opinion as to the title, which is assumed to be good and marketable.
- The Timber is appraised as though under responsible ownership.
- Sketches in the report may show approximate dimensions and are included to assist the reader in visualizing the property. The Appraiser has not made a survey of the property.
- The Appraiser is not required to give testimony or appear in court because of having made the appraisal with reference to the property in question, unless arrangements have been previously made therefore.
- Any distribution of the timber valuation in the report applies only under the existing program of utilization.
- Information, estimates, and opinions furnished to the Appraiser, and contained in the report, were obtained from sources considered reliable and believed to be true and correct. However, the Appraiser can assume no responsibility for accuracy of such items furnished the Appraiser.
- This report was prepared for the Clients' use and the Clients' sole discretion within the the function stated in the report and its use for any other purpose is beyond the scope contemplated in the framework of appraisal.
- Where the appraisal conclusions are subject to satisfactory completion, repairs, or alterations, the appraisal report and value conclusion are contingent upon completion of the improvements in a workmanlike manner consistent with the plans, specifications and/or scope contemplated in the appraisal.
- Neither all nor any part of the contents of this report, (especially any conclusions as to value, the identity of the appraiser or the firm with which he is connected, shall be disseminated to the public through advertising, public relations, news, sales, or other media without the prior written consent and approval of the author.
- No one provided significant professional assistance to the person signing this report.
- Acceptance of the report by the Clients constitutes acceptance of all assumptions and limiting conditions contained in the report.

## Extraordinary Assumptions

1. The estimate of timber volume for the subject area was determined from a timber inventory conducted by Gary Phillips (Phillips Forestry Consulting, LLC). The timber inventory was specifically designed to estimate total timber value or total tons within  $\pm 15\%$  allowable error at the 90% confidence interval. A timber inventory is a small statistical sample of the area and is used to estimate the total volume of timber for the area. Allowable error would increase for individual timber stand estimates and a higher intensity inventory might be needed for purposes such as a timber sale. Timber volumes can vary by the timber product specifications used for an inventory. The timber product specifications used for this inventory are considered average for the area but can change or vary depending on utilization and particular specifications of different wood using mills. Timber volumes can also vary based on the utilization or grading skills of timber products by the harvesting (logging) operation.