



LEE COUNTY BOARD OF COMMISSIONERS

T. PAGE THARP GOVERNMENTAL BUILDING

102 STARKSVILLE AVENUE NORTH, LEESBURG, GEORGIA 31763

Tuesday, July 23, 2024 AT 6:00 PM

T. PAGE THARP BUILDING
OPAL CANNON AUDITORIUM

WWW.LEE.GA.US

MEETING AGENDA

Voting 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

1. CALL TO ORDER

2. INVOCATION

A) Pastor Jonathan LeBarge, New Hope Baptist Church, to lead the invocation.

3. PLEDGE OF ALLEGIANCE

4. APPROVAL OF MINUTES

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

5. CONSENT AGENDA

6. NEW BUSINESS

A) Recognition of employees' years of service.

B) Patsy James, Executive Director of Lee County Family Connection, to provide the year end report.

7. PUBLIC HEARING

A) The Board of Commissioners will hold a Public Hearing for a Variance Application: **Palmyra Subdivision XII (Z24-009)** Lanier Engineering has submitted an application requesting a variance from the requirement for new residential subdivisions in accordance with section 70-94 of the Lee County Code of Ordinances. The property owner is Billy Boggus Construction, LLC. The subject property is zoned R-1 and is located off Fussell Road, parcel number 029C003, in Land Lot 248 & 233 of the Second Land District of Lee County, Georgia. *Planning department staff and Planning Commission members recommend denial, with a 5-1 vote.*

8. DEPARTMENTAL MATTERS

A) **Planning, Zoning & Engineering** - Review of the minutes from the May 2, 2024 Planning Commission meeting.

9. CONSTITUTIONAL OFFICERS & GOVERNMENTAL BOARDS/AUTHORITIES

10. **COUNTY MANAGER'S MATTERS**

- A) Update on County projects.
- B) Consideration to award the bid for flooring in the Tharp Building.
- C) Consideration to award the bid for painting in the Tharp Building.
- D) Consideration to adopt Chapter 22, Article V: Motion Picture, Television, and Photographic Production to the Lee County Code of Ordinances. *First Reading held July 9, 2024*
- E) Consideration to approve a two (2) year Billing Services Agreement with EMS Management & Consultants, Inc.
- F) Consideration to approve a MOU with the Flint Riverkeeper's Office for the 2024 Rivers Alive event.
- G) Consideration to declare vehicles and equipment surplus.

11. **COMMISSIONER'S MATTERS**

- A) Discussion of the 2025 LMIG application and potential projects.

12. **UNFINISHED BUSINESS**

13. **COUNTY ATTORNEY'S MATTERS**

14. **EXECUTIVE SESSION**

- A) Executive Session to discuss personnel matters.

15. **PUBLIC FORUM**

16. **ANNOUNCEMENTS**

- A) The next meeting of the Board of Commissioners will be held August 13, 2024 at 6:00pm.
- B) The Lee County Rivers Alive annual clean-up event will be **Saturday, September 21, 2024 from 9:00am to 1:00pm**. There will both be on water and on land opportunities to volunteer. A Waiver must be signed for participation. Please contact the Lee County Chamber of Commerce at (229) 759-2422 for more information.

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 am and 4 pm, Monday through Friday, except holidays, and will assist citizens with special needs given proper notice of seven working days. The meeting rooms and buildings are handicap accessible.



LEE COUNTY BOARD OF COMMISSIONERS

T. PAGE THARP GOVERNMENTAL BUILDING

102 STARKSVILLE AVENUE NORTH, LEESBURG, GEORGIA 31763

Tuesday, July 9, 2024 AT 6:00 PM

T. PAGE THARP BUILDING

OPAL CANNON AUDITORIUM

WWW.LEE.GA.US

MEETING MINUTES

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

The Lee County Board of Commissioners met in a work session on Tuesday, July 9, 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, Commissioner Dennis Roland, Commissioner Billy Mathis, and Commissioner George Walls. Staff in attendance was County Manager Christi Dockery and County Clerk Kaitlyn Good. County Attorney Jimmy Skipper and Vice-Chairman Chris Guarnieri were absent. The meeting was also streamed on Facebook Live. Chairman Singletary called the meeting to order at 6:00pm.

1. CALL TO ORDER

2. INVOCATION

A) Pastor Sam Hall, Rock Creek Church, to lead the invocation.

Pastor Sam Hall led the invocation.

3. PLEDGE OF ALLEGIANCE

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

4. APPROVAL OF MINUTES

A) Consideration to approve the minutes for the Board of Commissioners meeting for June 25, 2024.

Commissioner Mathis made the **MOTION** to approve the minutes for the Board of Commissioners meeting for June 25, 2024. Commissioner Roland seconded the **MOTION**. The **MOTION** was unanimous with Commissioner Walls voting yea.

5. CONSENT AGENDA

6. NEW BUSINESS

A) Patsy James, Executive Director of Lee County Family Connection, to provide the year end report.

Ms. James informed staff and the Board prior to the meeting of her inability to attend. Her presentation will be rescheduled for a future meeting.

7. PUBLIC HEARING

8. **DEPARTMENTAL MATTERS**

9. **CONSTITUTIONAL OFFICERS & GOVERNMENTAL BOARDS/AUTHORITIES**

- A) Consideration to appoint one (1) member to the Housing Authority Board for a term of five (5) years. Current term expired 06/30/2024. New term expires 06/30/2029. Letter of interest received from Renea Miller.

Commissioner Mathis made the **MOTION** to appoint Renea Miller to the Housing Authority Board for a term of five (5) years to expire 6/30/2029. Commissioner Walls seconded the **MOTION**. The **MOTION** was unanimous with Commissioner Roland voting yea.

10. **COUNTY MANAGER'S MATTERS**

- A) Updates on County projects.

County Manager Christi Dockery discussed ongoing projects in the County, including: (1) The reimbursement of approximately \$700,000.00 for the HVAC renovation at the Sheriff's Office has been received; (2) the letter from GDOT regarding the 2025 LMIG application was received today, with a formula amount of \$704,454.79; (3) the Callaway and Springdale Parks are only awaiting fencing and the installation of solar lighting; (4) the fitness equipment is to be installed at Pirate's Cove soon; (5) Windstream is moving forward with their fiber project with approximately 75 permits having been issued thus far and an estimated completion date of December 2024; and (6) the survey for the paving of Coston Road has been completed, with the engineering element to be completed within the 120 days.

- B) Consideration to award the bid for flooring in the Tharp Building.

County Manager Christi Dockery summarized the project, stating that two (2) vendors had submitted bids and it would be funded with ARPA. This item was tabled.

- C) Consideration to award the bid for painting in the Tharp Building.

County Manager Christi Dockery summarized the project, stating that two (2) vendors had submitted bids and it would be funded with ARPA. This item was tabled.

- D) Consideration to adopt Chapter 22, Article V: Motion Picture, Television, and Photographic Production to the Lee County Code of Ordinances. *FIRST READING*

The first reading was conducted. Chairman Singletary noted that it was also necessary to designate a department to be over this process, to which County Manager Christi Dockery replied that both the Finance and Planning, Zoning & Engineering department heads had agreed to be considered. Commissioner Mathis asked that this, and all ordinances that include an appeal, be amended so that any appeals come to the Board of Commissioners instead of the County Manager or his/her designee.

- E) Discussion of the 2025 LMIG application and potential projects.

Chairman Singletary stated that the letter from GDOT regarding the 2025 LMIG application was received today, with a formula amount of \$704,454.79. There is also a required 30% local match. The commissioners will bring projects from the districts to the next meeting for consideration as part of this application, which is due in February 2025.

- F) Discussion of DOT's round-a-bout project at the Haley Street/Cedric Street/SR 133 intersection and accompanying lighting agreement.

County Manager Christi Dockery summarized the project and agreement, stating that GDOT is dedicating approximately \$2.2 million for this project and is only asking the County to commit to a lighting agreement for approximately \$100.00 per month.

Commissioner Mathis made the **MOTION** to approve the lighting agreement. Commissioner Roland seconded the **MOTION**. The **MOTION** was unanimous with Commissioner Walls voting yea.

- G) Consideration to approve a corrective Warranty Deed from Oakland Plantation Partners, LLC for Oakland Crossing Drive and the Oakland Crossing Drive Extension.

Commissioner Mathis made the **MOTION** to approve a corrective Warranty Deed from Oakland Plantation Partners, LLC for Oakland Crossing Drive and the Oakland Crossing Drive Extension. Commissioner Walls seconded the **MOTION**. The **MOTION** was unanimous with Commissioner Roland voting yea.

11. **COMMISSIONER'S MATTERS**

12. **UNFINISHED BUSINESS**

13. **COUNTY ATTORNEY'S MATTERS**

14. **EXECUTIVE SESSION**

15. **PUBLIC FORUM**

Paul Clayton spoke on the state of Old Leslie Road and the possibility of future paving.

Chairman Singletary asked if anyone else would like to speak.

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

16. **ANNOUNCEMENTS**

- A) The next regularly scheduled County Commission Meeting is **Tuesday, July 23, 2024 at 6:00pm.**
- B) The Lee County Rivers Alive annual clean-up event will be **Saturday, August 17, 2024 from 9:00am to 1:00pm.** There will both be on water and on land opportunities to volunteer. A Waiver must be signed for participation. Please contact the Lee County Chamber of Commerce at (229) 759-2422 for more information.

Chairman Singletary stated that the date of this event may change and asked that citizens watch the County's Facebook and website for any notices or updates from staff or the Flint Riverkeeper's office.

17. **ADJOURNMENT**

Commissioner Roland made the **MOTION** to adjourn the meeting. Commissioner Walls seconded the **MOTION**. The **MOTION** was unanimous with Commissioner Mathis voting yea. The meeting adjourned at 6:17 PM.

Facebook Live link for this meeting: <https://www.facebook.com/leecountyga/videos/773565828324793>

CHAIRMAN

ATTEST: _____
COUNTY CLERK



**MEMORANDUM
LEE COUNTY BOARD
OF COMMISSIONERS**

TO: Honorable Board of County Commissioners
SUBJECT: Employee Years of Service Recognition
MEETING DATE: Tuesday, July 23, 2024

Please recognize the following employees for their many years of service to Lee County:
5 years: Rita Cline – Tax Record Technician, Tax Assessor’s Office
10 years: Russ Snow – 1st Lieutenant- Investigations, Sheriff’s Office
15 years: Daphne Lindsey – 1st Lieutenant- Investigations, Sheriff’s Office
15 years: Kyle Lentz – Fire Safety Educator, Fire & EMS



FY24 Year End Report

July 1, 2023 - June 30, 2024

LEE COUNTY
family connection

Stable & Self-Sufficient Families

Early Literacy Intervention Birth to age 8



4,030 Bags



73 Children



2,158 Books
Plus 151 Summer Sets



65 Families
203 Children
94 Volunteers



7 Sessions
42 Families
42 Adults
91 Children
84 Volunteers

Youth Leadership Development



3 Sessions
28 Ambassadors
Building our
Future Leaders



84 Nominees
65 Applicants
30 JLLA Members
5 Sessions
29 Graduates

SO MUCH MORE to come in 2024-2025



**Planning Department
Lee County, Georgia
Staff Report**

Variance Application Review – Boggus Construction LLC, Palmyra Subdivision Section 12, Sapelo Drive,
Lee County GA – Land Lots 248 & 233, 2nd District

Application Name: Variance Application

Date: 5/23/2024

Applicant Name: Lanier Engineering, Inc.

Property Owner: Billy Boggus Construction, LLC

Location: Parcel # 029-C-003 in Land Lot 248 & 233, 2nd District

Parcel Size: 36.196 acres

Existing Zoning: R-1

Application Summary

The applicant proposes to develop the subject property with 35 single family residential lots. The applicant requests a variance from the greenspace requirements of the Lee County Zoning Ordinance. The applicant indicates a proposed amount of greenspace that totals 2.843 acres equivalent to approximately 7.85% of the total property area of proposed Palmyra Subdivision Section 12.

Lee County Zoning Ordinance Sec. 70-94 (Land Conservation) establishes requirements for greenspace preservation in the process of major subdivision development. Sec. 70-94 (a) (3) states that when a major subdivision development will be served by a County-provided water system or sewer system, a minimum of 25 percent of remaining developable land (after identifying unbuildable land such as steep slopes, storm water retention areas, etc.) shall be preserved as greenspace. Section 70-94 (a) additionally states that undevelopable areas include storm water management ponds and similar areas, but that significant natural areas, wetlands and other similar areas may be used to meet the greenspace requirement.

(Ord. of 12-2-2002, § 70-94; Res. No. Z05-022, 9-19-2005)

A variance would be required to allow the proposed development to proceed with less than 25 percent of the developable area dedicated for greenspace preservation. (This is associated with the applicant's intent to provide public water to lots sized to equate to an average density of approximately 1 dwelling unit per acre; for density of 1 unit per 2 acres the greenspace requirement would be 10 percent.) The following is an assessment of the Lee County Zoning Ordinance criteria for variances.

Variance Review Comments Summary

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) Relief, 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 not met in this case.

The size, shape and topography of the existing property are not extraordinary or exceptional in comparison with properties of similar sizes in Lee County with similar potential for residential development. Within the subject property, the areas with the most significant existing steep slopes are proposed for subdivision into conventional sized residential lots. And the dimensions of the existing property do not seem to pose a challenge to planning for roads and subdivision.

Application of the cited provisions of Sec. 70-94 would require approximately 9 acres of developable land to be set aside for greenspace in a location where, to the extent possible, it can be connected with existing greenspace. There is not existing greenspace preservation land located adjacent to the proposed development within the prior section of Palmyra Subdivision that allows greenspace connectivity, however, there is potential for rail-to-trail construction within the right-of-way along the north edge of the property where proposed greenspace can provide future connectivity. In order to meet the requirements of Sec. 70-94 the proposed development would need to be reduced by approximately 7 to 8 lots. Due to the potential to plat a subdivision in a manner more compliant with Sec. 70-94 with a reduced number of lots estimated in the range of 27 to 28, it can be determined that the application of Sec. 70-94 concerning greenspace requirements does not create an unnecessary hardship with respect to the requirements applied to other similar properties that may be proposed for similar development under current Lee County regulations.

This situation is not particular to this subject property in that the current and existing requirements of Sec. 70-94 would be similarly applied to any property in Lee County zoned R-1 and proposed for major subdivision into lots for single-family residential development.

Relief from the provisions of Sec. 70-94 in this case would result in a substantial reduction in greenspace requirements that are applicable to all R-1 zoned properties proposed for major subdivision and residential development. As a result, approval of the requested variance would be expected to cause detriment to the public interest and impact the purpose and intent of the zoning ordinance. If approved, the variance to allow the reduction of greenspace requirements to the proposed extent would result in allowance to this applicant that is not similar to the requirements placed on other developers of R-1 properties in Lee County per current Zoning Ordinance standards.

Sec. 70-94. Land conservation.

- (a) In order to protect open green space and to reduce the cost of development of a residential subdivision, this chapter establishes density neutral development requirements by establishing the total number of units a specified amount of developable land will yield. This total yield must not include undevelopable areas such as storm water management ponds, and similar areas. In order to protect significant natural areas, wetlands and other similar areas may be used to meet the greenspace requirement. Wetland areas may also be used to meet stormwater management requirements in accordance with Chapter 38 of this Code. In order to do this, where the property is to be developed as a major subdivision, the following process must be followed:
- (1) Delineate all unbuildable lands such as steep slopes, storm water retention areas, etc.
 - (2) Then, out of the remaining buildable land, determine the number of dwelling units desired, provided that the maximum density allowed by this chapter is not exceeded.
 - (3) Once subsection (2) is done, where the property is to be developed as a major subdivision with at least a county provided water system or a county provided sewer system, unless otherwise specified, a minimum of 25 percent of the remaining developable land shall be preserved. Where the property is to be developed with wells and septic tanks, a minimum of ten percent of the developable land shall be preserved. Preservation under this section shall be accomplished by delineating any potential conservation areas such as significant tree stands, fields, historic or cultural areas. These areas shall be preserved as a common area for the residents of the subdivision. Unless the conservation area is conveyed to and accepted by the county, a legal entity such as, a homeowner's association, or trust for maintenance and care must be established and evidence thereof provided to the county and filed with the subdivision files. Such legal entity must have perpetual existence and be responsible for the continued preservation of the preserved land. Whenever an adjacent development has already preserved greenspace, all greenspace areas must be connected among the different developments in order to provide a connected greenspace "belt."
 - (4) Once potential conservation areas noted in subsection (3) are delineated, the next step is to locate potential house sites on the remaining land.
 - (5) Once potential house sites are located, streets should be aligned with the houses. Trails, separate from public roads, may also be used to connect the house sites to allow neighborhood connectivity.
 - (6) The final step is to draw in lot lines. These cannot include unbuildable lands noted in subsection (1) or land delineated as conservation areas per subsection (3).

Unless the entire property consists of buildable lands, both subsection (1) or subsection (3) requirements must be complied with by the developer; provided, however, that in no event shall less than 25 percent of the total tract be preserved in developments where wells and septic tanks are not to be used, and no less than ten percent of the total tract shall be preserved in developments where wells and septic tanks are to be used.

- (b) The requirements of subparagraph (a) of this section shall not be applicable in R-1L, R-3L or when the governing body has required a minimum building lot size greater than allowed for the zoning density.

(Ord. of 12-2-2002, § 70-94; Res. No. Z05-022, 9-19-2005)



LEE COUNTY
CITY OF LEESBURG
CITY OF SMITHVILLE

VARIANCE APPLICATION

OWNER: BILLY BOGGUS CONSTRUCTION, LLC
ADDRESS: 923 17TH AVENUE, ALBANY, GA 31701
DAYTIME PHONE #: 229-344-6529 EMAIL: BBCALBANY@YAHOO.COM
ADDRESS OR LOCATION OF PROPERTY: PALMYRA SUBDIVISION

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 R1 Present Use of Property: VACANT

248 & 233 Land Lot Number 2ND Land District 36.196 # of Acres

Reasons for requesting variance:
REDUCE AMOUNT OF GREENSPACE PER ORIGINALLY APPROVED
GENERAL DEVELOPMENT PLAN

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 Beth Pellock

OWNER [Signature]

DATE: 5/23/24

DATE: 5/23/24

Application Fee: _____ Date Paid: _____ Received by: _____

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

Applicant Name: LANIER ENGINEERING, INC

Address: 1504 W THIRD AVENUE, ALBANY, GA 31707

Phone #: 229-438-0522 Email: TLANIER@LANIER-ENGINEERING.COM



June 21, 2024

Amanda Nava
Lee County Planning & Engineering Department
110 Starksville Avenue North
Leesburg, Georgia 31763

**RE: Palmyra Subdivision Section XII
Lee County, Georgia LE24141**

Dear Amanda:

Lanier Engineering has submitted a variance concerning the development of Section XII of Palmyra Subdivision. This and the adjoining property was owned by the Wingates, with the previous sections of development built in the 1990's. This 12th and final section was included in the masterplan of development, had an approved preliminary plat, and construction plans prepared. It was, however, never constructed.

Recently, the Wingate family sold this property to Billy Boggus, who desires to develop this final section in a character consistent with the existing homes and lots. The lots will be a minimum of 0.75 acres in size with a minimum house size of 2000 sf. At the time of development of the previous sections, Lee County did not have a greenspace requirement. The original preliminary plat for Section XII did show a 1.223 acre recreation area, which was for a brief time required before the greenspace rules were adopted. The 2.843 acres of greenspace proposed are more than double the amount of recreation area shown on the previously approved preliminary plat.

As stated above, it is the new property owner's desire to develop this tract in a manner consistent with the adjoining sections. We have revised the original preliminary plat to maximize the amount of greenspace in sizeable parcels, but are still short of the currently required 25%. We are therefore submitting this variance request for a reduced amount of greenspace prior to a formal submittal of the preliminary plat.

We believe the following items support this request: 1) This is the twelfth and final section of this subdivision. The original masterplan was created with this overall layout in mind prior to the adoption of greenspace requirements. Because of this, the developer is somewhat "painted into a corner" with little opportunity to change the layout scheme in the remaining parcel given its physical dimensions. 2) Enforcement of the current greenspace rules would necessarily require a reduction in the number of lots threatening the viability of the development. 3) The proposed development will be consistent with the character of the existing subdivision and the expectations of the original home buyers. 4) We have made a good faith effort in revising the previously approved preliminary plat to maximize the amount of proposed greenspace without the creation of small slivers of isolated greenspace areas.

The approval of this variance will allow the development of desirable subdivision for Lee County with nice homes that are consistent in character with the adjoining properties. Pending approval of this variance request, we will submit the attached preliminary plat for County approval. If you have any questions please call.

Sincerely,

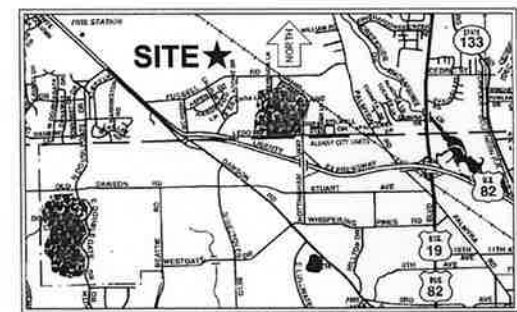
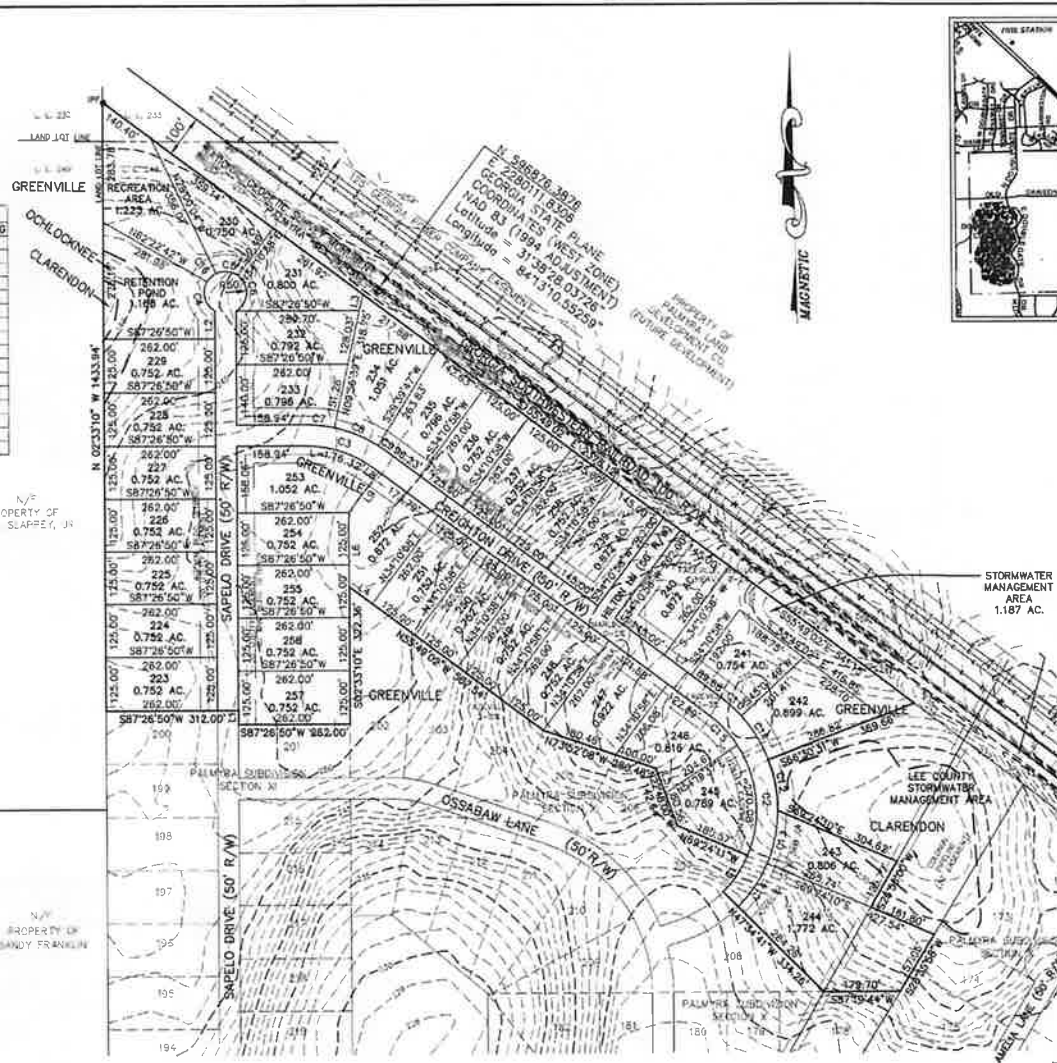
A handwritten signature in black ink that reads 'Tod Lanier'.

Tod Lanier, PE

Vice President

LINE TABLE		
LINE	LENGTH	BEARING
L1	33.06'	N02°33'10"W
L2	65.00'	N02°33'10"W
L3	39.43'	N02°59'39"E
L4	67.54'	N55°49'02"W
L5	62.08'	N22°48'00"W
L6	177.64'	N02°33'10"W
L7	80.00'	N55°49'02"W
L8	17.65'	S55°49'02"E
L9	119.64'	S34°10'58"W

CURVE TABLE			
CURVE	LENGTH	RADIUS	CHORD BEARING
C1	104.75'	275.00'	104.12' N31°30'34"E
C2	514.36'	300.00'	453.65' N06°41'50"W
C3	182.35'	300.00'	189.07' N74°13'06"W
C4	75.69'	50.00'	70.82' S17°22'58"E
C5	54.27'	50.00'	55.84' N65°54'33"W
C6	98.84'	50.00'	83.52' S00°48'54"E
C7	70.89'	325.00'	70.75' N86°18'16"W
C8	111.85'	325.00'	111.30' N70°11'47"W
C9	25.64'	325.00'	25.63' N56°04'38"W
C10	61.51'	325.00'	61.44' N52°23'37"W
C11	121.84'	325.00'	121.72' N34°13'49"W
C12	121.77'	325.00'	121.06' S12°45'23"E
C13	128.31'	325.00'	127.48' N09°17'18"E
C14	123.80'	325.00'	123.05' N31°30'38"E
C15	95.89'	275.00'	96.19' S45°44'43"E
C16	30.00'	50.00'	29.55' S44°46'37"W



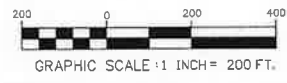
LOCATION MAP
SCALE: 1" = 6000'±

- NOTES:
- TOTAL AREA OF SECTION XI IS 36.96 ACRES
 - THIS PROPERTY IS CURRENTLY ZONED R-1 SINGLE FAMILY RESIDENTIAL.
 - THERE WILL BE A 20' UTILITY EASEMENT PARALLEL AND CONTIGUOUS TO EXISTING AND PROPOSED STREET RIGHTS-OF-WAY.
 - ALL LOTS HAVE A FRONT SETBACK OF 40', A SIDE SETBACK OF 10' AND A REAR SETBACK OF 20' PROPOSED STREET RIGHTS-OF-WAY TO BE 50' WIDE.
 - TOPOGRAPHIC INFORMATION TAKEN FROM A DRAWING BY DUBEAU SURVEYING BOUNDARY SURVEY BY BURNSED SURVEYING CO.
 - SITE TO BE SERVED BY LEE CO. WATER SYSTEM AND TO HAVE INDIVIDUAL SEPTIC TANKS.
 - THIS PROPERTY IS NOT LOCATED IN A 100 YEAR FLOOD PLAIN PER F.E.R.M. COMMUNITY PANEL #130122 0200 B DATED MAY 15, 1991.
 - PROPOSED STREETS TO BE CURB & GUTTER WITH WIDTH OF 31' FROM BACK OF CURB TO BACK OF CURB. PAYMENT RADIUS AT CURB-DE-SIG TO BE 40'.
 - OWNER'S DEVELOPER: PALMYRA DEVELOPMENT COMPANY, LLC, 350 OSPREY RIDGE COURT ALBANY, GA 31702 PHONE: (229) 436-3733
 - GARBAGE COLLECTION WILL BE BY MEANS OF INDIVIDUAL CONTAINERS FOR EACH LOT.
 - THE LEE COUNTY UTILITIES AUTHORITY HAS CONTROL OVER THE SUPPLY OF POTABLE WATER AND RECEIPT OF SANITARY SEWAGE FROM ALL LANDS SUBDIVIDED AFTER JULY 27, 1995 OWNERS OF THESE SUBDIVIDED LOTS WILL BE REQUIRED TO IMMEDIATELY CONNECT TO PUBLIC WATER AND SEWAGE SYSTEMS WHENEVER EITHER BECOMES ACCESSIBLE.
 - WETLANDS MAY BE PRESENT IN SOME OF THESE LOTS. WETLANDS ARE PROTECTED BY FEDERAL LAW. BEFORE DISTURBING ANY AREA DESIGNATED AS A WETLAND, CONTACT THE U.S. ARMY CORPS OF ENGINEERS, REGULATORY BRANCH, P.O. BOX 989, SAVANNAH, GEORGIA 31402-0989.
 - BEFORE ANY BUILDING ACTIVITY BEGINS, THE LEE COUNTY HEALTH DEPARTMENT MUST APPROVE THE BUILDING SITE. AN INTENSIVE SOI SURVEY WILL BE REQUIRED IN THE AREA OF CONSTRUCTION TO MAKE CERTAIN THAT SOILS PRESENT ARE SUITABLE FOR INDIVIDUAL SEWAGE DISPOSAL SYSTEMS.
 - LEVEL 3 SOI SURVEY ON LOTS 240, 241, 246, 247, 248 PERFORMED BY JERRY PLUNKTON, SOI SCIENTIST, LEVEL 2 SOI SURVEY ON REMAINING LOTS PERFORMED BY DENNIS GAY, SOI SCIENTIST.
 - RECREATION AREA REQUIRED = $0.06 \times 36.96 = 2.172$ AC
RECREATION AREA PROVIDED WITH IMPROVEMENTS = $0.50 \times 2.72 = 1.36$ AC
RECREATION AREA PROVIDED = 1.223 AC
IMPROVEMENTS SHALL BE COMPLETED PRIOR TO FINAL APPROVAL OF SUBDIVISION.

PRELIMINARY PLAT
FOR
PALMYRA SUBDIVISION SECTION XII
PART LAND LOT 248 & 233 2ND LAND DISTRICT
LEE COUNTY, GEORGIA
SCALE: 1" = 200'
OCTOBER 13, 2000
REVISED JUNE 24, 2004

LEGEND	
FW	= POINT OF BEGINNING
BS	= IRON PIN SET
RP	= IRON PIN SET
GP	= GALVANIZED IRON PILING
CM	= CONCRETE MONUMENT SET
LM	= CONCRETE MONUMENT FOUND
E	= OVERHEAD ELECTRIC LINES
W	= 20' WIDE
FD	= ELECTRIC POLE
W	= WIRE FENCE
U	= UNDERGROUND PETROLEUM MAIN
UD	= UNDERGROUND FIBER OPTICS

THIS PLAT REFLECTS NO RESEARCH AS TO EASEMENT OF TITLE.
7500.DWG



LANIER ENGINEERING, INC.
1504 THIRD AVENUE
ALBANY, GEORGIA 31707
(912) 436-0532

Legal Description

Palmyra Subdivision
Section XII

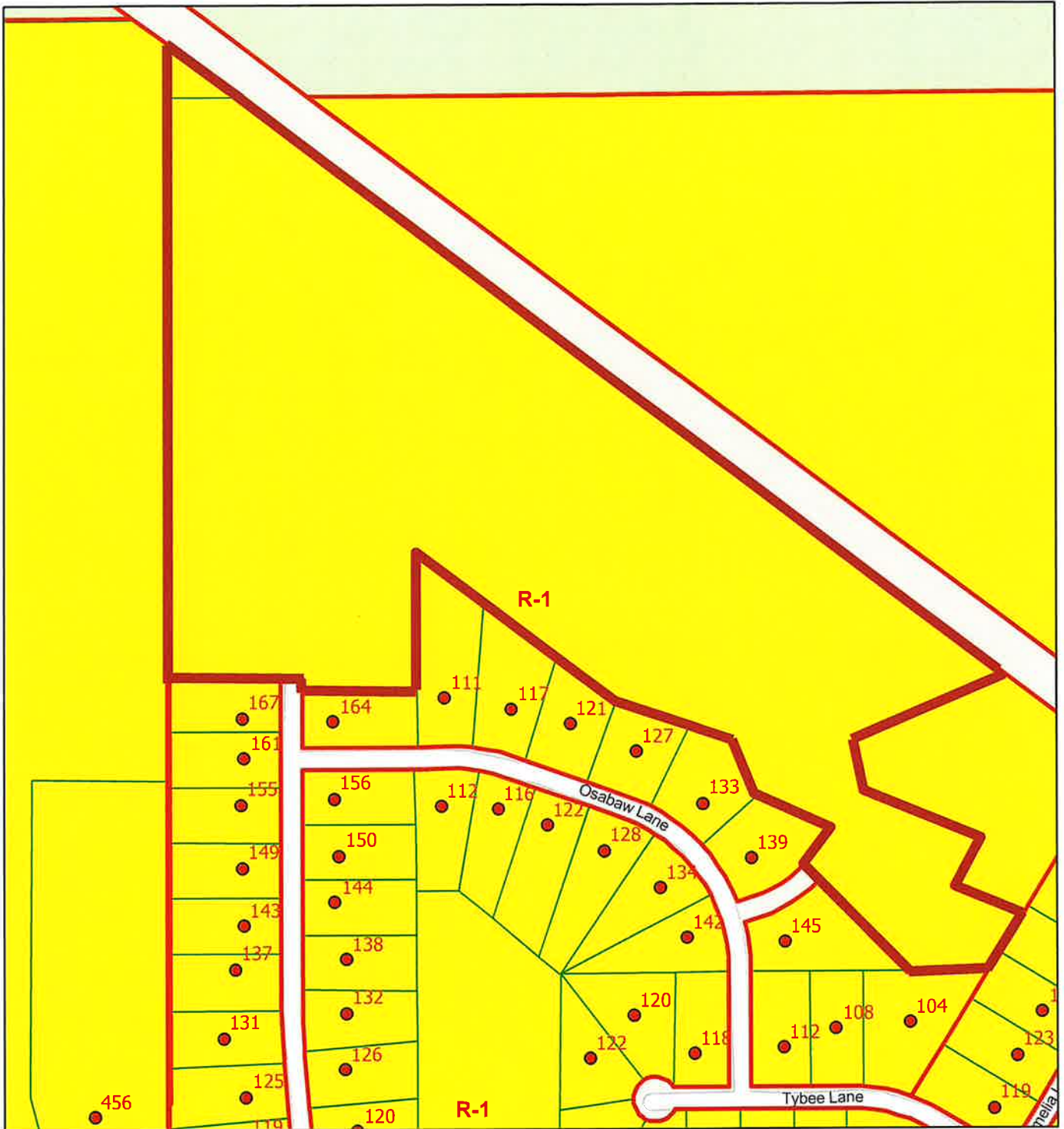
All that tract or parcel of land lying and being in Land Lots 248 & 233 of the Second Land District in Lee County, Georgia, and being more particularly described as follows.

Commence at the point where the west line of Land Lot 233 intersects with the southwest right-of-way line of the former CSX Railroad (now Rails to Trails Conservancy) which is the Point of Beginning.

From this Point of Beginning run along said right-of-way line S 55 degrees 49 minutes 02 seconds E for a distance of 2378.12 feet to a point; thence leaving said right-of-way line run S 66 degrees 30 minutes 31 seconds W for a distance of 369.66 feet to a point; thence run around a curve to the right which has a radius of 325.00 feet and an arc of 121.77 feet; the chord being S 12 degrees 45 minutes 23 seconds E for a distance of 121.06 feet to a point; thence run S 69 degrees 24 minutes 10 seconds E for a distance of 304.62 feet to a point; thence run S 28 degrees 56 minutes 00 seconds W for a distance of 125.77 feet to a point; thence run S 69 degrees 24 minutes 10 seconds E for a distance of 161.80 feet to a point; thence run S 28 degrees 35 minutes 58 seconds W for a distance of 157.05 feet to a point; thence run S 87 degrees 19 minutes 44 seconds W for a distance of 179.70 feet to a point; thence run N 47 degrees 34 minutes 41 seconds W for a distance of 334.26 feet to a point; thence run around a curve to the left which has a radius of 275.00 feet and an arc of 104.75 feet; the chord being N 31 degrees 30 minutes 34 seconds E for a distance of 104.12 feet to a point; thence run N 69 degrees 24 minutes 11 seconds W for a distance of 180.57 feet to a point; thence run N 22 degrees 48 minutes 00 seconds W for a distance of 142.64 feet to a point; thence run N 73 degrees 52 minutes 08 seconds E for a distance of 280.46 feet to a point; thence run N 55 degrees 49 minutes 02 seconds W for a distance of 567.54 feet to a point; thence run S 02 degrees 33 minutes 10 seconds E for a distance of 322.36 feet to a point; thence run S 87 degrees 26 minutes 50 seconds W for a distance of 262.00 feet to a point; thence run N 02 degrees 33 minutes 10 seconds W for a distance of 33.06 feet to a point; thence run S 87 degrees 26 minutes 50 seconds W for a distance of 312.00 feet to a point; thence run N 02 degrees 33 minutes 10 seconds W for a distance of 1433.94 feet to a point which is the Point of Beginning.

Said tract contains 36.196 acres.

ArcGIS Web Map

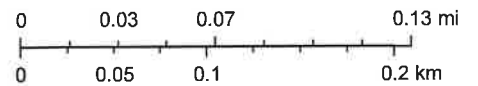


6/27/2024, 8:36:49 AM

1:4,514

- Address Points
- ▭ Detailed Zoning
- ▭ Parcels
- ▭ Lee County Boundary

- Zoning
- ▭ Agriculture
 - ▭ Residential



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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

May 2, 2024 at 6:00 P.M.

Opal Cannon Auditorium

T. Page Tharp Governmental Building

102 Starksville Avenue North

Leesburg, GA 31763

Members Present: Chairman Jason Sheffield, Vice-Chairman Jim Quinn, Commissioners Johnny Golden, Kyle Luckie, Mike McVey, and Charlie Barner

Members Absent: Commissioner Shirley Stiles

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

I. CALL TO ORDER

Chairman Jason Sheffield called the meeting to order at 6:00 p.m.

II. ACKNOWLEDGEMENT OF GEORGIA LAW REGARDING CAMPAIGN CONTRIBUTIONS

Commissioner Mike McVey read the Georgia Law regarding campaign contributions.

III. NEW BUSINESS

(A) None

IV. APPROVAL OF MINUTES

(A) **Approval of the minutes from the April 4, 2024 Planning Commission meeting.**

Vice-Chairman Jim Quinn made the **MOTION** to **APPROVE** the minutes as presented, seconded by Commissioner Mike McVey. The **MOTION** was unanimous with remaining Commissioners voting yea.

V. PUBLIC HEARINGS

ZONING APPLICATION

(A) **Wetherald Behavioral Health (Z24-004)** has submitted an application to the Lee County Planning Commission requesting to rezone a total of 12.391 acres from R-1 (Single-Family Residential District) to C-4 (General Business 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.



Public Hearing Discussion

Staff Presentation

Assistant Planning Director Amanda Nava began the presentation by briefing the commissioners on the staff report as follows, parcel 017A002 is currently zoned R-1 and the applicant desires to rezone to C-4 for a private school for children and young adults with autism and related disabilities. The property fronts US Hwy 82 W and is a just over 12 acres. The planning staff recommends the rezoning of the subject property from R-1 to C-4 with conditions considering the potential impacts on the adjacent residential properties. The conditions would be to not allow personal care homes, child-welfare facilities, and hospital use. Additionally, C-4 requirements include protective screening when adjacent to residential zoning districts.

Public hearing was opened by Chairman Jason Sheffield at 6:03 P.M.

Applicant Presentation

Applicant was present and available for additional questioning. No presentation was provided.

Public Opposition

With no further comments or questions from the audience, the Public Hearing was closed at 6:11 P.M.

Commission Discussion

Commissioner Johnny Golden asked the applicant Mrs. Danielle Wetherald if her business was a nonprofit organization, and if any fees or tuition is charged to the students. She concurred that they are a non-profit organization, and tuition is charged. He then requested additional information about the Bright from the Start exemption and inquired if any State jurisdiction's or State guidelines were required. She replied that they were currently in the process of getting qualified for a program which will ensure they follow the standards of education and expectations that would pertain to their client/student population. Chairman Jason Sheffield asked if there were going to be any expansions or developments in the future. Mrs. Wetherald explained only cosmetic improvements will be done to the original building. The question was then asked about the access to the property in which Mrs. Wetherald stated there are two driveways. The school will allow entrance from Winifred and the exit will be on US Highway 82 W.

Recommendation

Vice-Chairman Jim Quinn made a **MOTION** to **APPROVE** the rezoning from R-1 to C-4 with the proposed conditions, seconded by Commissioner Mike McVey. The **MOTION** was unanimous with remaining Commissioners voting yea.

CONDITIONAL USE APPLICATION

- (A) **The Emergency Response Department (Z24-005)** has submitted an application to the Lee County Planning Commission requesting a conditional use 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 and is located in the AG-1 zoning district.

Public Hearing Discussion

Staff Presentation

Assistant Planning Director Amanda Nava presented the staff report as follows, the parcel is located in the AG-1, Active Agriculture District. The applicant desires a conditional use request for a communication tower that is greater than 100 feet for the Lee County Emergency Response Department. Limited paperwork from Motorola shows the fall radius of the tower to be zero, but a full tower report will be required before a permit will be issued. She added that Motorola was there to speak and answer any questions the Board might have. Public hearing was opened by Chairman Jason Sheffield at 6:14 P.M.



Applicant Presentation

Art Harris with Motorola briefed the Planning Commission about the new communications tower. He stated that the tower would need to be 300 foot in order to get the coverage required for the County's emergency response department.

Public Opposition

With no further comments or questions from the audience, the Public Hearing was closed at 6:22 p.m.

Commission Discussion

Chairman Jason Sheffield asked Mr. Harris if 300 foot was a normal height needed for a communications tower. Mr. Harris explained that it really all depends on what is required for the area, but that 300 foot is common and is needed for the Emergency Response Department. Ms. Nava pointed out to the commissioners that there is an aviation clearance letter provided in the packet in regards to the height of the tower. Commissioner Mike McVey asked if this was for County communication. Interim Director Joey Davenport added for clarity that this tower is for the Lee County Emergency Response services, Police, Fire, and EMS. The Northern part of the County is a little spotty and the goal is to fill in those particular areas with a new tower to improve communication. Commissioner Kyle Luckie asked Assistant Director Amanda Nava what the areas to the North, South, East, and West, were zoned and if it was owned by one entity. She informed him that it is all AG, and that the area surrounding was all one piece of land. Commissioner Mike McVey asked if this would also be used for Smithville. Lee County E-911 Director Nikkie Celinski confirmed that it would be used for Smithville as well.

Recommendation

Commissioner Kyle Luckie made a **MOTION** to **APPROVE** the conditional use to allow a communications tower and related appurtenances, being greater than 100 feet in height, seconded by Vice-Chairman Jim Quinn. The **MOTION** was unanimous with remaining Commissioners voting yea.

VARIANCE APPLICATION

- (A) **The Emergency Response Department (Z24-005)** has submitted an application to the Lee County Planning Commission requesting a variance to allow for a reduction of setback requirements for a communications tower and related appurtenances, from the required 50-foot rear setback and 20-foot side setback to a proposed 10-foot setback 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 and is located in the AG-1 zoning district.

Public Hearing Discussion

Staff Presentation

Assistant Planning Director Amanda Nava presented the staff report stating the variance request is for a reduction in setbacks for the communication tower placement. The setback requirements for AG district are 50-foot from the rear and 20-feet from the sides. Due to the nature of the lot they are requesting a reduction of setbacks to 10-feet from the sides and rear. Interim Director Joey Davenport also explained to the Board that there are a couple other mitigating factors which include the septic tank, electrical panel, generator, LP tank, and as you go to the south portion of the parcel there is a retention pond and undevelopable area. Therefore, moving it to the South of the lot is not an option. Ms. Nava again reiterated limited paperwork from Motorola shows the fall radius of the tower to be zero, but a full tower report will be required before a permit will be issued.

Public hearing was opened by Chairman Jason Sheffield at 6:23 P.M.



Applicant Presentation

Applicant was present and available for additional questioning. No presentation was provided.

Public Opposition

With no further comments or questions from the audience, the Public Hearing was closed at 6:26 p.m.

Commission Discussion

No discussion

Recommendation

Vice-Chairman Jim Quinn made a **MOTION** to **APPROVE** the variance application to allow for a reduction of setback requirements for a communications tower and related appurtenances, seconded by Commissioner Charlie Barner. The **MOTION** was unanimous with remaining Commissioners voting yea.

TEXT AMENDMENTS

- (A) **(T24-001)** A request to amend the zoning ordinance **Chapter 70, Article III, Section 70-84** of the Lee County Code of Ordinances with respect to accessory building allowance for lots five acres or more, located in Residential Districts.

Public Hearing Discussion

Staff Presentation

Interim Planning Director Joey Davenport explained the differences between the current requirements in Chapter 70, Article III, Section 70-84 and what the staff has presented to them as a text amendment to amend the accessory building allowance for lots five acres or more in residential districts. Staff has received multiple permit requests from Lee County citizens with larger residentially zoned lots wanting accessory structure building permits, however based on the current ordinance they could not be approved due to size limitations in the ordinance. After having two building permit applicants with greater acreage, both zoned residential, the planning staff looked at the ordinance, discussed options with Lee Counties planning consultant, and drafted a proposed text amendment. Planning staff introduced the amendment to the Board of Commissioners and asked for direction on whether to proceed with presentation to the Planning Commission. The Board of Commissioners were overwhelmingly in favor for the text amendment and provided additional suggestions. After that meeting, staff made changes to the draft text amendment based on the suggestions offered by the Board of Commissioners and are now bringing it before the Planning Commission for discussion and recommendations.

Public hearing was opened by Chairman Jason Sheffield at 6:27 P.M.

Commission Discussion

Chairman Jason Sheffield wanted some clarity in the difference between the residential and agriculture district setbacks. Mr. Davenport responded with the required setbacks as listed in the ordinance. Commissioner Kyle Luckie asked how buffers would be regulated in reference to the note from staff in the proposed text amendment. Assistant Director Amanda Nava explained to the Board that site plans are required to be submitted for each permit application. Planning staff will look at the site plan, surrounding area, and other factors to determine if a buffer or additional setback regulations would be required. Mr. Davenport stated this is best done on a case by case basis because each lot can be different. Commissioner Johnny Golden presented his desired changes to the text amendment in regards to the amount of building allowances and the allowable square footage based on acreage.



Discussion amongst commissioners continued. The official and full recording of this discussion is filed and available in the Planning and Zoning office.

Public Opposition

With no further comments or questions from the audience, the Public Hearing was closed at 7:32 p.m.

Recommendation

Vice-Chair Jim Quinn made a **MOTION** to **APPROVE** the Text Amendment with changes to the maximum number of accessory buildings to five for lots 43,561 square feet to five acres, seven maximum number of accessory buildings for lots five acres to 25 acres, and seven maximum number of accessory buildings for lots 25 acres or more. Kyle Luckie seconded the motion with an amendment to Mr. Quinn's motion to include a change in the accessory building square footage for lots 43,561 square feet to five acres to 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, accessory building square footage on lots five acres to 25 acres to 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 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; see section 70-314 Area, Height and placement requirement for Ag-1 zoning. All requirements of Sec. 70-314 shall be met for a total allowable floor area of all accessory buildings to exceed 12,000 square feet* The **MOTION** was unanimous with all Commissioners voting yea to Mr. Luckie's amendments.

VI. UNFINISHED BUSINESS

None

VII. ANNOUNCEMENTS

Chairman Jason Sheffield announced The Lee County Board of Commissioners will conduct a public hearing on **Tuesday, May 14, 2024 at 6:00 p.m.**, and a final vote on **Tuesday, May 28, 2024 at 6:00 p.m.**, in the Opal Cannon Auditorium of the T. Page Tharp Governmental Building, located at 102 Starksville Avenue North, Leesburg, Georgia 31763.

VIII. ADJOURNMENT

Commissioner Kyle Luckie made a motion to **ADJOURN**, seconded by Commissioner Charlie Barner. The **MOTION** was unanimous with remaining Commissioners voting yea. The meeting adjourned at 7:34 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: County Updates

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 Design 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

Census Numbers (2020)

- 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
- Elliano’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
- Lamon Office Building – Ledo Road
- Lee County Utilities Authority Water & Sewer Improvements
- Marlow Lane Sewer Utilities Extension – US Hwy 82
- 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

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
- Second meeting held Tuesday, June 25, 2024
- Third meeting to be held Wednesday, August 21, 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

GDOT

- The Georgia Department of Transportation has activated a virtual Public Information Open House website for the GDOT project PI 0017962 Lee County
 - Comments are welcome and will be accepted until July 26, 2024
 - Link: [SR 3 - US 19 at CS 507 - Church St - Intersection improvements - PI 0017962 \(arcgis.com\)](#)

2024 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 submitted May 31, 2024
 - Road Projects: English Drive, Hickory Grove Road, New York Road from Mossy dell Road to SR 195
- Application approved June 5, 2024
- Funds received June 6, 2024
- LRA funds and future LMIG funds will be combined for the next road resurfacing RFP

2025 LMIG

- Letter from GDOT received July 9, 2024
- Lee County's formula amount for 2025 is \$704,454.79, plus the 30% local match of \$211,336.44 comes to a total of **\$915,791.23**
- All electronic LMIG applications must be received no later than February 1, 2025

Playground Upgrades

Pirates Cove

- New exercise equipment has been purchased for Pirates Cove Nature Park
- Zane Grace Construction to install a 48x48x6 concrete pad
 - BOC awarded project on May 14, 2024 for \$20,493.00
 - Notice of Award sent May 20, 2024
 - Notice to Proceed sent May 21, 2024
 - Concrete poured May 8, 2024
- Project in progress

Callaway Park

- Additional playground equipment has been purchased with SPLOST

- Complete, fencing and solar lights to be installed

Springdale Park

- Additional playground equipment has been purchased with SPLOST
- Complete, fencing and solar lights to be installed

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 progress

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: \$22,272,812 as of June 2024 (107%)

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

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 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: Approval recommendation from the Planning Commission on May 2, 2024 and approved by the BOC on May 14, 2024 following a Public Hearing
- Estimated Completion: August 2024

Utilities Authority

- SAG Well Grant - \$1,200,000.00 – LC match \$300,000.00
- The funding would be used to improve the reliability and redundancy of Lee County's drinking water supply by providing a 1.0 million gallon per day well and treatment facility to provide safe, reliable, and potable drinking water
- The drinking water supply will allow the community to avoid lapses in service during peak water usage months and allow the drinking water to be treated to EPA standards

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
- July 10, 2024: North Westover Boulevard traffic is scheduled to move to the lanes closest to the Albany Mall so that construction of the roundabout can continue
 - Speed limit is 25 mph
- Project is currently scheduled to be complete at the end of this year

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
- Approximately 75 permits issued
- Total footage of 501,601, with 295,817 feet being aerial for 58%, and buried is 42% with 205,784
- Bi-weekly meetings with Windstream & Staff

RFPs and RFQs

Open

Turn Out Gear

- Fifteen sets for Fire & EMS personnel
- Bid Opening: August 15, 2024
- Bid results to be presented to the BOC at August 27, 2024 meeting

Painting for the Interior of the Tharp Building

- ARPA funds expenditures approved by BOC at April 23, 2024 meeting
- Bid Opening: July 3, 2024
- Bid results presented to the Board on July 23, 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
- Bid Opening: July 3, 2024
- Bid results presented to the Board on July 23, 2024

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 – 120 days to complete this design
- Survey should be done by the end of this week July 5th and will begin engineering design immediately upon receipt of the survey

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, Chokee 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
- Completed: July 2024

Future

Renovation of the E-911 Center

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

Expansion of the Public Works Office Building

- Approved by BOC at April 23, 2024 meeting
- Staff writing RFP documents
- Projected Bid Opening: August 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: Lee County Board of Commissioners
SUBJECT: Consideration to award the bid for flooring in the Tharp Building.
MEETING DATE: Tuesday, July 23, 2024

MOTION/RECOMMENDATION

Motion to award the bid for flooring in the Tharp Building.

Staff recommends awarding the bid to **New World Restoration, LLC**, the lowest responsive bidder, at a total cost of **\$99,125.81**.

BACKGROUND

The Lee County Board of Commissioners accepted sealed written bids from qualified vendors for **the purchase, preparation, and installation of carpet tiles** in the existing carpeted areas of the T. Page Tharp Governmental Building, located at 102 Starksville Avenue North.

A **pre-bid meeting was held on Tuesday, June 4, 2024 at 10:00am** in the Opal Cannon Auditorium of the T. Page Tharp Building located at 102 Starksville Avenue North Leesburg, Georgia 31763. **All bidders must have attended the pre-bid meeting to submit a bid.** Sealed bids were marked “**Flooring Services**” and delivered to the Lee County Clerk’s Office at the T. Page Tharp Building located at 102 Starksville Avenue North Leesburg, Georgia 31763, **no later than 10:00am Wednesday, July 3, 2024**. All bids were opened during a **public bid opening at 10:05am Wednesday, July 3, 2024**, in the Opal Cannon Auditorium of the T. Page Tharp Building located at 102 Starksville Avenue North Leesburg, Georgia 31763.

Sealed written bids were received from (2) vendors:

New World Restoration, LLC
\$99,125.81

Katz Floor Covering
\$119,700.00

Following the bid opening, staff reached out to respective references for each vendor, receiving positive feedback.

ATTACHMENT

1. Received Bid Forms- Flooring

Bid Form
Flooring Services
T. Page Tharp Governmental Building
RFP #062424-01

Name of Bidder/ Vendor: New World Restoration LLC.

Contact Person: Jonathan Zolanich

Mailing Address: 3445 Bethesda Park Ct.

Lawrenceville Ga 30044

Telephone: 770-374-45-67

Email: Newworldrestoration@hotmail.com

It is agreed by the undersigned bidder that the signature and submission of this bid represents the bidder's acceptance of all terms, conditions, and requirements of the bid specifications and, if awarded, the bid will represent the agreement between the parties. No addendums will be allowed unless initiated by the County.


The purchase and installation of carpet tile flooring to replace all existing carpeted areas, with a 20 year warranty at minimum, of the T. Page Tharp Governmental Building.

T. Page Tharp Building (approximately 15,000 sq. ft.)

Labor: 48,750

Materials: 50,375.81

Total Bid Amount = 99,125.81

Authorized Signature:  Title: C.E.O

Name Printed: Jonathan Zolanich Date: 6/28/2024

Bid Form
Flooring Services
T. Page Tharp Governmental Building
RFP #062424-01

Name of Bidder/ Vendor: KATZ Floor Covering
Contact Person: Chuck KATZ
Mailing Address: 260 Cedric St
Leesburg, VA 31763
Telephone: 229-889-0082
Email: Chuck@KATZFloor.com

It is agreed by the undersigned bidder that the signature and submission of this bid represents the bidder's acceptance of all terms, conditions, and requirements of the bid specifications and, if awarded, the bid will represent the agreement between the parties. No addendums will be allowed unless initiated by the County.

The purchase and installation of carpet tile flooring to replace all existing carpeted areas, with a 20 year warranty at minimum, of the T. Page Tharp Governmental Building.

T. Page Tharp Building (approximately 15,000 sq. ft.)

Labor: _____

Materials: _____

Total Bid Amount = _____

111,200⁰⁰
P&P Bndt 3,500⁰⁰
Repire Allowance 5,000⁰⁰
\$ 119,700⁰⁰

Authorized Signature:  Title: Pisck

Name Printed: Chuck KATZ Date: 7-3-24

.....

Katz Floorcovering, Inc.

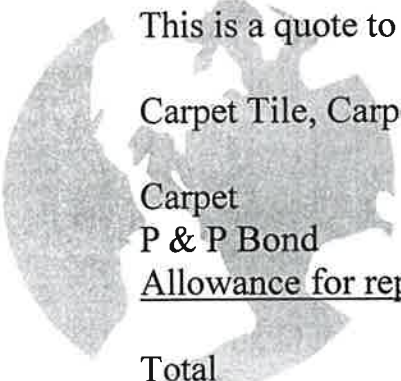
July 3, 2024

Flooring Quote

Flooring Services
Lee County T. Page Tharp Governmental Building
RFP #062424-01

This is a quote to remove old carpet and install new in all carpet areas.

Carpet Tile, Carpet Pad, & Roll Carpeting on Steps and Landings.



Carpet	111,200.00
P & P Bond	3,500.00
Allowance for repairs	<u>5,000.00</u>
Total	119,700.00

I have seen Addendum 1 & 2

Thank you,

Chuck Katz



President

.....

We've Got you Covered



MEMORANDUM LEE COUNTY BOARD OF COMMISSIONERS

TO: Lee County Board of Commissioners
SUBJECT: Consideration to award the bid for painting in the Tharp Building.
MEETING DATE: Tuesday, July 23, 2024

MOTION/RECOMMENDATION

Motion to award the bid for painting in the Tharp Building.

Staff recommends awarding the bid to **Affordable Painting & Remodeling**, the lowest responsive bidder, at a total cost of **\$75,000.00**.

BACKGROUND

The Lee County Board of Commissioners accepted sealed written bids from qualified vendors for the purchase of **painting services for the interior walls, doors, and trim of the T. Page Tharp Governmental Building**, located at 102 Starksville Avenue North.

A **pre-bid meeting was held on Wednesday, June 5, 2024 at 10:30am** in the Opal Cannon Auditorium of the T. Page Tharp Building located at 102 Starksville Avenue North Leesburg, Georgia 31763. **All bidders must have attended the pre-bid meeting to submit a bid.** Sealed bids were marked “**Painting Services**” and delivered to the Lee County Clerk’s Office at the T. Page Tharp Building located at 102 Starksville Avenue North Leesburg, Georgia 31763, **no later than 10:30am Wednesday, July 3, 2024**. All bids were opened during a **public bid opening at 10:35am Wednesday, July 3, 2024**, in the Opal Cannon Auditorium of the T. Page Tharp Building located at 102 Starksville Avenue North Leesburg, Georgia 31763.

Sealed written bids were received from (2) vendors:

Affordable Painting & Remodeling
\$75,000.00

New World Restoration
\$79,900.00

Following the bid opening, staff reached out to respective references for each vendor, receiving positive feedback.

ATTACHMENT

1. Received Bid Forms- Painting

Bid Form
Painting Services
T. Page Tharp Governmental Building
RFP #062424-02

Name of Bidder/ Vendor: Affordable Painting & Remodeling
Contact Person: Jody or Gina Price
Mailing Address: 570 Creekside Dr.
Leesburg GA 31763
Telephone: 229 347 3882 or 229 347 3883
Email: affordablepaintinc@gmail.com

It is agreed by the undersigned bidder that the signature and submission of this bid represents the bidder's acceptance of all terms, conditions, and requirements of the bid specifications and, if awarded, the bid will represent the agreement between the parties. No addendums will be allowed unless initiated by the County.

Painting services for the interior of the T. Page Tharp Governmental Building.

T. Page Tharp Building

Labor: 47,812.50
Materials: 15,937.50
Total Bid Amount = \$75,000.00

Authorized Signature: *Gina Price* Title: VP
Name Printed: Gina Price Date: 7.3.24

Bid Form
Painting Services
T. Page Tharp Governmental Building
RFP #062424-02

Name of Bidder/ Vendor: New World Restoration LLC.

Contact Person: Jonathan Zolanich

Mailing Address: 3445 Bethesda Park Ct
Lawrenceville Ga 30044

Telephone: 770-374-45-67

Email: New World restoration@hotmail.com

It is agreed by the undersigned bidder that the signature and submission of this bid represents the bidder's acceptance of all terms, conditions, and requirements of the bid specifications and, if awarded, the bid will represent the agreement between the parties. No addendums will be allowed unless initiated by the County.


Painting services for the interior of the T. Page Tharp Governmental Building.

T. Page Tharp Building

Labor: 68,566

Materials: 11,334

Total Bid Amount = 79,900

Authorized Signature:  Title: C.E.O.

Name Printed: Jonathan Zolanich Date: 6/28/2024



**MEMORANDUM
LEE COUNTY BOARD OF
COMMISSIONERS**

TO: Lee County Board of Commissioners
SUBJECT: Consideration to adopt Chapter 22, Article V: Motion Picture, Television, and Photographic Production to the Lee County Code of Ordinances. *First Reading held July 9, 2024*
MEETING DATE: Tuesday, July 23, 2024

MOTION/RECOMMENDATION

Staff recommends adopting an ordinance for filming in Lee County, as drafted by County Attorney Jimmy Skipper. Implementing an ordinance of this nature will help the County to provide guidelines, conduct an application process, and issue permits for these filming projects.

BACKGROUND

Lee County is currently considered a Georgia Camera Ready community. Camera Ready is a website that helps filmmakers find different locations for their projects. Staff has previously received requests to film within the County. By putting an ordinance in place, it can help to alleviate any concerns that may arise in the event that filmmakers contact the County.

According to the Georgia Film Office, “Its temperate climate, great variety of locations, the world’s busiest airport (Hartsfield-Jackson Atlanta International Airport), large crew base, and pro-business focus, Georgia is now a leading destination in the world for filming. The Camera Ready Communities program is in place to connect producers with skilled county liaisons who provide resources like film studios, lodging, assistance with local permitting laws, and more. Georgia’s infrastructure is perfect for filming studios as well. The state currently has 4 million square feet of stage space, and to meet growing demand, companies like Gray Television are hard at work creating new state-of-the-art facilities.”

ATTACHMENT

1. Ordinance-Filming

**CHAPTER 22, ARTICLE V - MOTION PICTURE, TELEVISION AND
PHOTOGRAPHIC PRODUCTION**

Sec. 22-200 - Title.

This Article shall be known as the Motion Picture, Television and Photographic Production Ordinance of Lee County.

Sec. 22-201 - Definitions.

For the purposes of this Article, the terms “Motion Picture, Television and Photographic Production” shall mean activity attendant to staging or shooting (videotaping or filming) commercial motion pictures, television shows, programs or commercials, and to the taking of single or multiple photographs for sale or use for a commercial purpose where a commercial photographer sets up stationary equipment on public or private property or the public right-of-way in any one location for longer than fifteen (15) consecutive minutes.

Sec. 22-202 - Permit—Required.

No person shall use any public right-of-way, or any public or private property, facility, or residence for the purpose of producing, taking or making any commercial motion picture, television or photographic production as defined in this Article without a permit issued in accord with the provisions of this Article.

Sec. 22-203 - Permit—Exemptions.

The provisions of this Article shall not apply to the following:

1. Current news productions, which includes reporters, photographers or camera persons in the employment of a newspaper, news service, broadcasting station or similar entity engaged in the broadcasting of a news event.
2. Productions which are conducted by Lee County, the Lee County School Systems, municipalities within Lee County, public educational and governmental access organizations, or other governmental entities as approved by the Board of Commissioners of Lee County.
3. Productions which are conducted within legally established commercial motion picture/television/still photography studios.
4. Student filming.

Sec. 22-204 - Permit—Application.

Any person desiring a permit under the provisions of this Article shall make application for such a permit on the approved form provided by Lee County. Such form must be signed and accompanied by all required fees, the hold harmless agreement, and the insurance certificate required by this Article prior to the application being processed. The application shall be submitted to the Lee County Planning Department, and if the application meets the criteria of this Article, the Director of the Lee County Planning Department, or his or her designee, shall issue such permit no later than ten (10) working days after the submission of the final application.

Sec. 22-205 - Permit—Fees.

Each application shall be accompanied by the following fees:

1. The payment of a processing fee to Lee County in an amount established by the governing body of Lee County from time to time for the purpose of reimbursing the County for the staff time required to evaluate the application and establish any required conditions of approval of the application. The processing fee may be waived, at the discretion of the County Manager, for charitable and nonprofit organizations which qualify under 26 U.S.C. 501(c)(3) of the United States Internal Revenue Code, if the County Manager determines that substantial benefits will inure to the County as a result of such activity.

2. In the event that the approved activity shall require or be authorized to utilize public property for such activity, the applicant shall pay to the County a daily property use fee in an amount established from time to time by the governing body of Lee County in order to reimburse the County for staff time required to monitor the activity, as well as to compensate the County for the use of public property and its unavailability for ordinary and usual purposes resulting from the filming activity. The property use fee may be waived by the County Manager, for charitable and nonprofit organizations which qualify under 26 U.S.C. 501(c)(3) of the United States Internal Revenue Code, if the County Manager determines that substantial benefits will inure to the County as a result of such activity.

Sec. 22-206 - Permit—Issuance; Conditions.

The Director of the Lee County Planning Department, or his or her designee shall issue a permit as provided for in this Article when the Director determines the following:

1. The conduct of such activity will not unduly interfere with traffic or pedestrian movement or endanger public safety and that no roads or streets will be completely closed to traffic for an unreasonable period of time. The amount of time constituting an “unreasonable amount of time” shall be determined by the Director of the Lee County Planning Department based upon the circumstances involved as to each such road or street closure request. Such circumstances shall include, but shall not be limited to, the time of day, the usual and customary amount of traffic traveling such road or street at the time of the

requested closure, the anticipated inconvenience to the traveling public resulting from the requested closure, the number of persons and vehicles anticipated to be engaged in the activity during the requested closure, the anticipated length of time of the requested closure, and such other circumstances which may impact the Director's determination as to the amount of time for such road or street closure which would be reasonable. Seventy-two (72) hours prior notice of any requested street or highway closures shall be provided prior to the closure of any streets or highways.

2. The conduct of any such activity will not unduly interfere with normal governmental or County operations, threaten to result in damage or detriment to public property, or result in the County incurring costs or expenditures in either money or personnel time not reimbursed in advance by the applicant.

3. The conduct of any such activity will not constitute a fire hazard or a safety hazard, or any other type of hazard and that all reasonable safety precautions will be taken as determined by the Director of the Lee County Planning Department, in consultation with the Sheriff of Lee County and the Chief of Fire and Emergency Services Department of Lee County.

The decision of the Director of the Lee County Planning Department or his or her designee to issue, conditionally issue, or deny a permit applied for under this Article shall be final unless appealed in writing within five (5) working days of the decision to the Lee County Board of Commissioners. The Board of Commissioners shall render a decision to issue, conditionally issue or uphold the denial of a permit within thirty (30) working days of the date of the filing of the appeal. The decision of the Board of Commissioners shall be final and not subject to appeal.

Sec. 22-207 - Cost of additional services.

If deemed necessary by the Director of the Lee County Planning Department, or his or her designee, additional police, code enforcement, fire, or other County services shall be provided for the purpose of protecting, assisting and regulating the proposed activity. The estimated cost of providing such additional services shall be paid in advance to the County by the applicant.

Sec. 22-208 - Insurance.

1. Prior to the issuance of a permit under this Article, and during the time period that the permitted activity is ongoing, the applicant shall purchase and maintain liability insurance coverage in an amount to be determined by the Director of the Lee County Planning Department, but in no event, shall the coverage amount of such insurance be less than Five Hundred Thousand Dollars (\$500,000.00), to protect the County and its employees and agents against claims of third persons for personal injury, wrongful death and property damage, and to indemnify the County for damage to County property arising out of the activity. The County shall be named as an additional insured in such policy or policies of

insurance. Such insurance shall be evidenced by the standard general liability special endorsement form of coverage, or some other equivalent written insurance agreement or policy of insurance, and shall be issued by a liability insurance company licensed to do business in Georgia with a Best rating of A or above. Written evidence of such insurance shall be provided in such form as may be required by the Director of the Lee County Planning Department prior to the commencement of the activity.

2. In addition to the liability insurance referenced above, the applicant shall also submit written verification that applicant has worker's compensation insurance coverage in the amounts required by Georgia law, unless Georgia law does not require the applicant to purchase and maintain such insurance coverage

Sec. 22-209 - Hold harmless agreement.

Prior to the issuance of any permit under this Article, the applicant shall execute and deliver a hold harmless agreement in favor of Lee County in such form as may be required by Lee County.

Sec. 22-210 - Conditions; restrictions.

The following conditions and restrictions shall be applicable to any person permitted for activities under the terms of this Article:

1. The applicant shall maintain a copy of the photography/motion picture permit issued under this Article on-site at all times.

2. The applicant shall also comply with any and all conditions or restrictions the County may impose as a condition to issuing a permit under this Article. No changes in conditions or restrictions shall be made by the permittee or applicant without first obtaining the written approval of the Director of the Lee County Planning Department or his or her designee.

3. Minor changes to the activities authorized under the permit may be approved by the Director of the Lee County Planning Department or his or her designee prior to completion of filming in the form of a written attachment to the permit as long as such changes do not materially increase the scope, size, or duration of the permitted activity.

4. A Permittee shall only have nonexclusive use of County facilities in connection with conducting the permitted activity unless otherwise approved in advance by the Director of the Lee County Planning Department granted in writing.

5. Neither Lee County nor its employees or agents shall be responsible for disturbances caused by third parties during as a result of or during filming activities.

Sec. 22-211 - Cleanup/restoration.

The applicant shall conduct operations in an orderly fashion with continuous attention to the storage of equipment not in use, maintenance of the area and the cleanup of trash and debris. The areas used shall be cleaned of trash and debris to the County's satisfaction daily during the course of the permitted activities within two (2) hours of the completion of the daily activities or within such other time period as established in the permit. Applicant shall be responsible for repairing and restoring any area damaged as a result of the permitted activities to the condition in which it was at the commencement of the permitted activities before leaving the site upon the expiration of the permit, upon the termination of the permitted activities, or upon the revocation of the permit. If the site is not repaired or restored to the County's satisfaction, the Director of the Lee County Planning Department or his or her designee shall have the necessary restoration and/or repairs performed and applicant shall reimburse County for the cost of such work within ten (10) calendar days of the expiration of the permit, the termination of the permitted activities, or upon the revocation of the permit. In the event applicant fails to so reimburse the County, the County may secure its reimbursement from either a cash or surety bond which shall be posted with the County to ensure faithful performance of such restoration. Such faithful performance bond shall be filed at the time that the permit application is approved in the amount of not less than Five Thousand Dollars (\$5,000.00), or in any higher amount determined by the Director of the Lee County Planning Department or his or her designee to be reasonably required under the circumstances. The amount of the bond shall in no way limit the applicant's liability or responsibility for the costs of repairs or restoration in the event such costs exceed the bond amount.

Sec. 22-212. Expiration, Termination, or Revocation of Permit.

1. Each permit issued under this Article shall have an expiration date and no permitted activities shall be undertaken or performed by the permittee after such date unless the Director of the Lee County Planning Department shall grant an extension of such permit for a period not exceeding 15 working days for good cause shown.

2. Upon completion of the permitted activities, and whether or not the permit has expired by its terms or the applicant has completed the permitted activities prior to the expiration date of the permit, the applicant shall notify the county in writing that the permitted activities have been terminated and the County shall inspect the activity site or sites within three (3) working days of the date of such written notice. The County shall within two (2) working days after such inspection notify the applicant in writing of any additional clean-up, repair, or restoration which is required with respect to the site or sites permitted.

3. Each permit issued under this Article shall be subject to revocation in the event that the applicant fails to comply with this Article, any administrative regulations adopted pursuant to this Article, any provision of state law, or any provision of the Code of Ordinances of Lee County. Notice of a proposed revocation of an applicant's permit issued under this Article shall be provided in writing to the applicant within two (2) working days of the

County’s discovery of the grounds for the proposed revocation, and the applicant shall have three (3) working days after receipt of such written notice to respond to such notice in writing. The Director of the Lee County Planning Department shall review the proposed grounds for revocation and the response of the applicant, and shall then determine if the permit should be revoked based upon the grounds asserted. If the permit is revoked, all permitted activities shall cease under the permit thereafter as of the applicant’s receipt of the notice of revocation unless the applicant appeals the revocation in writing within five (5) working days of the decision to the County Manager. The County Manager shall consider the matter and render a decision to affirm or reverse the revocation decision within five (5) working days of the date of the filing of the appeal. The decision of the County Manager shall be final and not subject to appeal.

Sec. 22-212 - Administrative regulations.

The governing body of Lee County shall also be authorized to adopt a Resolution or Resolutions from time to time establishing administrative regulations applicable for the enforcement of this Article.

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

BE IT FURTHER ORDAINED that this ordinance shall become effective at midnight upon the date of its adoption by the governing body of Lee County.

SO ORDAINED 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: _____

BILLING SERVICES AGREEMENT

THIS BILLING SERVICES AGREEMENT (hereinafter "Agreement"), is entered into this _____ day of _____ 20__, between EMS MANAGEMENT & CONSULTANTS, INC. (hereinafter "EMS|MC") and LEE COUNTY EMS SERVICE, (hereinafter "Client").

WITNESSETH:

WHEREAS, EMS|MC is an ambulance billing service company with experience in providing medical billing and collection services to medical transport providers, including fire and rescue and emergency medical service (EMS) providers; and

WHEREAS, Client is normally engaged in the business of providing emergency medical services, and billable medical transportation services; and

WHEREAS, Client wishes to retain EMS|MC to provide medical billing, collection and related services as set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual agreements described below and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. ENGAGEMENT.

a. During the term of this Agreement, EMS|MC shall provide routine billing, bill processing and fee collection services reasonably required and customary for service providers of similar size and situation to Client (the "Revenue Cycle Management Services" or "RCM Services"). The RCM Services shall include: (1) preparing and submitting initial and secondary claims and bills for Client to insurers and others responsible for payment; (2) performing reasonable and diligent routine collection efforts to secure payments from primary and secondary payers and patients or other entities, (as EMS|MC, in its sole discretion deems appropriate); (3) issuing up to three patient statements for all unpaid balances; and (4) referring accounts which have not been collected during EMS|MC normal billing cycle to an outside collection agency if so directed by Client.

b. Collectively, the RCM Services that EMS|MC provides to Client shall be referred to as the "Services".

2. EMS|MC Responsibilities.

a. EMS|MC will provide the RCM Services in material compliance with all applicable state and federal laws and regulations.

b. EMS|MC will submit all “Completed Claims” to the applicable third-party payer. A “Completed Claim” is a claim for emergency medical services and billable medical transportation services that (i) is received by EMS|MC and supported by an ePCR record that contains all necessary and accurate information; (ii) has been reviewed and any identified issues sent to Client for remediation have been rectified; (iii) is for a patient encounter that has been electronically signed off by Client in the ePCR; (iv) has been reviewed by Client and deemed ready for billing; and (v) is not subject to a billing hold. EMS|MC will not have any responsibility for any adverse impact to Client that may result from any delay of Client in completing claims.

c. Accounts with outstanding balances after the insurance and/or third-party payer has determined benefits due will be billed by EMS|MC to the patient. EMS|MC will send up to three patient statements to the patient or responsible party, except as to those accounts on which an insurance carrier or third-party payer has accepted responsibility to pay. Once Client has submitted all necessary information, EMS|MC will bill all uninsured patients directly.

d. Within ten (10) business days of the last business day of the month, EMS|MC will provide to Client a month end report, which shall include an account analysis report, aging report and accounts receivables reconciliation report for the previous month. Deposit reports will be provided daily.

e. During the term of this Agreement, EMS|MC shall maintain, provide appropriate storage and data back-up for all billing records pertaining to the RCM Services provided by EMS|MC hereunder. Upon at least five (5) business days’ prior written notice, EMS|MC shall make such records accessible to Client during EMS|MC business hours. Upon termination of this Agreement, trip data pertaining to the RCM Services shall be returned to Client. Notwithstanding anything to the contrary herein, Client acknowledges and agrees that EMS|MC is not a custodian of clinical records nor a clinical records repository. Client is responsible for maintaining all clinical records in accordance with Section 3(d).

f. EMS|MC shall notify Client of (i) all patient complaints about clinical services within five (5) business days of receipt; (ii) all patient complaints about billing within ten (10) business days of receipt; and (iii) all notices of audit, requests for medical records or other contacts or inquiries out of the normal course of business from representatives of Medicare, Medicaid or private payers with which Client contracts or any law enforcement

or government agency ("Payer Inquiries") within ten (10) business days of receipt, unless such agency prohibits EMS|MC from disclosing its inquiry to Client.

g. EMS|MC will reasonably assist Client in responding to Payer Inquiries which occur in the normal course of Client's business and arise from EMS|MC's provision of the Services. If EMS|MC, in its sole discretion, determines that (i) Client is excessively utilizing EMS|MC's assistance in responding to Payer Inquiries, (ii) a Payer Inquiry is outside the normal course of Client's business; or (iii) a Payer Inquiry does not arise from the Services provided by EMS|MC, EMS|MC may charge Client, and Client shall pay, for any assistance provided by EMS|MC at EMS|MC's then current hourly rates.

h. EMS|MC is appointed as the agent of Client under this Agreement solely for the express purposes of this Agreement relating to billing and receiving payments and mail, receiving and storing documents, and communicating with hospitals and other entities to facilitate its duties. EMS|MC will have no authority to pledge credit, contract, or otherwise act on behalf of Client except as expressly set forth herein.

i. As to all payments received from Medicare, Medicaid and other government funded programs, the parties specifically acknowledge that EMS|MC will only prepare claims for Client and will not negotiate checks payable or divert electronic fund transfers to Client from Medicare, Medicaid or any other government funded program. All Medicare, Medicaid and any other government funded program payments, including all electronic fund transfers, will be deposited directly into a bank account designated by Client to receive such payments and as to such account only Client, through its officers and directors, shall have access.

j. The Services provided by EMS|MC to Client under this Agreement are conditioned on Client's fulfillment of the responsibilities set forth in this Agreement.

k. EMS|MC shall have no responsibility to provide any of the following services:

- i. Determining the accuracy or truthfulness of documentation and information provided by Client;
- ii. Providing services outside the EMS|MC billing system;
- iii. Submitting any claim that EMS|MC believes to be inaccurate or fraudulent; or
- iv. Providing any service not expressly required of EMS|MC by this Agreement.

I. For Client's service dates that occurred prior to the mutually agreed go live date for the Services, Client agrees and understands that EMS|MC is not responsible for any services including, but not limited to, submitting claims or managing any denials, refunds or patient calls. As between Client and EMS|MC, Client is fully responsible for the proper billing and accounting of any remaining balances related to service dates that occurred prior to such go live date.

3. RESPONSIBILITIES OF CLIENT. The following responsibilities of Client are a condition of EMS|MC's services under this Agreement, and EMS|MC shall have no obligation to provide the Services to the extent that Client has not fulfilled these responsibilities:

- a. Client will pay all amounts owed to EMS|MC under this Agreement.
- b. Client will implement standard commercially reasonable actions and processes as may be requested by EMS|MC from time-to-time to allow EMS|MC to properly and efficiently provide the RCM Services. These actions and processes include, but are not limited to, the following:
 - i. Providing EMS|MC with complete and accurate demographic and charge information necessary for the processing of professional and/or technical component billing to third parties and/or patients including, without limitation, the following: patient identification (name, address, phone number, birth date, gender); guarantor identification and address; insurance information; report of services; special claim forms; pre-authorization numbers; and such additional information as is requested by EMS|MC;
 - ii. Providing EMS|MC with complete and accurate medical record documentation for each incident or patient service rendered for reimbursement, which is necessary to ensure proper billing and secure claim payment;
 - iii. Providing EMS|MC, in a timely manner, with Patient Care Reports (PCRs) that thoroughly detail the patient's full medical condition at the time of service and include a chronological narrative of all services and treatment rendered;
 - iv. Obtaining authorizations and signatures on all required forms, including consent to treat, assignment of benefits, release of information and claims;

- v. Obtaining physician certification statements (PCS) forms for all non-emergency transports and other similar medical necessity forms or prior authorization statements as deemed necessary by the payer;
- vi. Obtaining or executing all forms or documentation required by Medicare, Medicaid, CHAMPUS, and any other payer or insurance carriers to allow EMS|MC to carry out its billing and other duties under this Agreement; and
- vii. Implementing reasonable and customary charges for complete, compliant billing.

c. Client represents and warrants that the PCR and any and all associated medical records, forms and certification statements provided to EMS|MC are true and accurate and contain only factual information observed and documented by the attending field technician during the course of the treatment and transport.

d. Client shall maintain Client's own files with all original or source documents, as required by law, and only provide to EMS|MC copies of such documents. Client acknowledges that EMS|MC is not the agent of Client for storage of source documentation.

e. Client will provide EMS|MC with a copy of any existing billing policy manuals or guidelines, Medicare or Medicaid reports, or any other record or document related to services or billing of Client's accounts.

f. Client will report to EMS|MC within ten (10) business days of payments received directly by Client, and promptly notify EMS|MC of any cases requiring special handling or billing. Client shall advise EMS|MC of any Payer Inquiries within ten (10) business days of receipt.

g. Client shall ensure that any refunds posted by EMS|MC are actually issued and paid to the patient, insurer, or other payer as appropriate.

h. Client agrees to provide EMS|MC with administrative access to the ePCR system or similar access in order to run reports and review documents and attachments to better service Client's account.

i. Client shall provide EMS|MC with access to its facilities and personnel for the purpose of providing on-site and/or online training to such personnel. Client shall cooperate with EMS|MC and facilitate any training that EMS|MC wishes to provide.

j. Client shall complete EMS|MC's online training course within 90 days of the contract start date and all new hires will complete EMS|MC's online documentation

training within 90 days of hire date. Newly developed training materials by EMS|MC should be mutually agreed upon by the parties to be required training.

k. Client shall comply with all applicable federal, state, and local laws, rules, regulations, and other legal requirements that in any way affect this Agreement or the duties and responsibilities of the parties hereunder.

4. EMS|MC WEB PORTALS.

a. EMS|MC shall provide Client and those individuals appointed by Client (“Users”) with access to EMS|MC Web Portals (the “Portals”), which shall be subject to the applicable Terms of Use found on the Portals. To be appointed as a User, the individual must be an employee of Client or otherwise approved by Client and EMS|MC. Client is responsible for all activity of Users and others accessing or using the Portals through or on behalf of Client including, but not limited to, ensuring that Users do not share credentials for accessing the Portals. Client is also responsible for (i) identifying individuals who Client determines should be Users; (ii) determining and notifying EMS|MC of each User’s rights; (iii) monitoring Users’ access to and use of the Portals; (iv) acting upon any suspected or unauthorized access of information through the Portals; (v) ensuring each User’s compliance with this Agreement and the Terms of Use governing the use of the Portals; and (vi) notifying EMS|MC to deactivate a User account whenever a User’s employment, contract or affiliation with Client is terminated or Client otherwise desires to suspend or curtail a User’s access to and use of the Portals. Client agrees to follow best practices to ensure compliance with this provision.

b. Client acknowledges that EMS|MC may suspend or terminate any User's access to the Portals (i) for noncompliance with this Agreement or the applicable Terms of Use; (ii) if such User poses a threat to the security or integrity of the Portals or information available therein; (iii) upon termination of Client; or (iv) upon notice of suspension or termination of such User by Client. Client may suspend or terminate a User's access to the Portals at any time.

5. COMPENSATION OF EMS|MC.

a. Client shall pay a fee for the Services of EMS|MC hereunder, on a monthly basis, in an amount equal to 4.25% percent of “Net Collections” as defined below (the “RCM Fee”). Net Collections shall mean all cash and check amounts including electronic fund transfers (EFTs) received by EMS|MC from payers, patients, attorney’s offices, court settlements, collection agencies, government institutions, debt set-off programs, group health insurance plans, private payments, credit cards, healthcare facilities or any person or entity submitting funds on a patient’s account, or any amounts paid directly to Client with or without the knowledge of EMS|MC that are paid, tendered, received or collected

each month for Client's transports, less refunds processed or any other necessary adjustments to those amounts. Price adjustments for such services shall be allowed at the completion of each contract year. Price adjustments shall not exceed the change in the average of the Consumer Price Index (CPI) for all Urban Consumers, Not Seasonally Adjusted, Area: U.S. city average, Item: All item, Base Period: 1982-84=100 over the twelve months prior.

b. The RCM Fee is referred to as the "Compensation".

c. EMS|MC shall submit an invoice to Client by the tenth (10th) day of each month for the Compensation due to EMS|MC for the previous calendar month. The Compensation amount reflected on the invoice shall be paid in full by the 20th day of the month in which the invoice is first presented to Client (the "Payment Date"). Such amount shall be paid without offset unless the calculation of the amount is disputed in good faith, in which case Client shall pay the undisputed amount and shall provide EMS|MC with detailed written notice of the basis for the disputed portion no later than the Payment Date. Any invoices not disputed in writing by the Payment Date shall be deemed "undisputed" for all purposes of the Agreement. All invoices are to be paid directly from Client's banking institution to EMS|MC via paper check, direct deposit or ACH draft initiated by EMS|MC into EMS|MC's bank account.

d. A one-time late fee of 5% shall be added to any invoices that remain unpaid by the 5th day of the calendar month following the Payment Date. Interest shall begin to accrue on all unpaid balances starting thirty (30) days after the presentment of said invoice for any unpaid balances at the rate of 1½% per month or the highest rate allowed under applicable law, whichever is lower. Client shall be responsible for all costs of collection incurred by EMS|MC or others in attempting to collect any amounts due from Client under this Agreement, including, but not limited to, reasonable attorney fees.

e. In the event of a material change to applicable law, the billing process and/or scope of Services provided in this Agreement or a material difference in any of the patient demographics provided by the Client and set forth in Exhibit A, EMS|MC reserves the right to negotiate a fee change with Client and amend this Agreement accordingly or terminate this Agreement.

f. EMS|MC may, in its sole discretion, immediately cease to provide Services for Client should the outstanding balance owed to EMS|MC become in arrears. Claims processing will not resume until all outstanding balances are paid in full or arrangements approved by EMS|MC have been made to wholly resolve any outstanding balances.

6. TERM OF AGREEMENT.

a. This Agreement shall be effective commencing on July 1, 2024, and shall thereafter continue through June 30, 2026 (“Initial Term”). This Agreement shall be binding upon the parties hereto and their respective successors, assigns, and transferees. The Agreement shall automatically renew on the same terms and conditions as stated herein, for successive one (2) year terms (each a “Renewal Term”), unless either party gives written notice of intent not to renew at least 60 days before expiration of any term. Notwithstanding anything herein to the contrary, this Agreement may be terminated under the provisions provided below. (The Initial Term and any Renewal Terms are referred to as the “Term”.)

b. **Termination for Cause.** Notwithstanding Section 6(a), either party may terminate this Agreement if the other party materially breaches this Agreement, unless (i) the breaching party cures the breach within 10 days following receipt of notice describing the breach in reasonable detail, or (ii) with respect to a breach which may not reasonably be cured within a 10-day period, the breaching party commences, is diligently pursuing cure of, and cures the breach as soon as practical following receipt of notice describing the breach in reasonable detail.

c. **Immediate Termination.** Either party may terminate this Agreement immediately as a result of the following:

- i. Failure of Client to make timely payments due under this Agreement;
- ii. Injury to any customer, independent contractor, employee or agent of the other party hereto arising from the gross negligence or willful misconduct of a party;
- iii. Harassment of any employee or contractor of a party or commitment of any act by a party which creates an offensive work environment; or
- iv. Commitment of any unethical or immoral act which harms the other party or could have the effect of harming the other party.

7. RESPONSIBILITIES UPON TERMINATION.

a. Subject to Client’s payment of all amounts due hereunder, upon any termination of this Agreement, and during the period of any notice of termination, EMS|MC will make available to Client or its authorized representatives data from the billing system regarding open accounts in an electronic format, and will otherwise reasonably cooperate and assist in any transition of the Services to Client, or its successor billing agent. Upon request, EMS|MC will provide to Client trip data associated with the claims submitted by EMS|MC on behalf of Client pursuant to this Agreement. EMS|MC shall retain financial

and billing records not tendered or returned to Client on termination hereof for at least ten (10) years following the date of service.

b. Following termination of this Agreement, for a period of ninety (90) days (the “Wind Down”), EMS|MC will continue its billing and collection efforts as to those accounts with dates of services prior to termination, subject to the terms and conditions of this Agreement including, but not limited to, Section 5. Client will continue to provide EMS|MC with copies of checks and payments on those accounts which were filed by EMS|MC under this Agreement. EMS|MC shall have no further responsibilities as to such accounts after the Wind Down; however, EMS|MC shall be entitled to compensation as provided in Section 5(a) for such amounts filed by EMS|MC, regardless of whether such amounts are collected by Client during or after the Wind Down period. During the Wind Down and for up to twelve months following termination of this Agreement, EMS|MC shall continue to make the Portals available to Client, subject the applicable Terms of Use. Notwithstanding the foregoing, in the event EMS|MC terminated this Agreement pursuant to Sections 6(b) or 6(c), EMS|MC shall have no obligation to provide any Services after the date of termination.

8. EXCLUSIVITY AND MISCELLANEOUS BILLING POLICIES.

a. During the term of this Agreement, EMS|MC shall be Client’s exclusive provider of the RCM Services. Client may not directly file, submit or invoice for any medical or medical transportation services rendered while this Agreement is in effect.

b. In addition, Client agrees not to collect or accept payment for services from any patient unless the service requested does not meet coverage requirements under any insurance program in which the patient is enrolled or the patient is uninsured. Payments received directly by Client for these services must be reported to EMS|MC as provided in Section 3(f) hereof and shall be treated as Net Collections for purposes of Section 5(a) hereof.

c. In compliance with CMS regulations, Medicare patients will not be charged by Client a higher rate or amount for identical covered services charged to other insurers or patients. Accordingly, only one fee schedule shall exist and be used in determining charges for all patients regardless of insurance coverage.

d. EMS|MC reserves the right not to submit a claim for reimbursement on any patient in which the PCR and/or associated medical records are incomplete or appear to be inaccurate or do not contain enough information to substantiate or justify reimbursement. This includes missing patient demographic information, insurance information, Physician Certification Statements (PCS) or any required crew and/or patient signatures, or otherwise contradictory medical information.

e. Client shall implement and maintain a working compliance plan (“Compliance Plan”) in accordance with the most current guidelines of the U.S. Department of Health and Human Services (“HHS”). The Compliance Plan must include, but not be limited to, formal written policies and procedures and standards of conduct, designation of a compliance officer, quality assurance policy and effective training and education programs.

f. In accordance with the HHS Office of Inspector General (“OIG”) Compliance Program Guidance for Third-Party Medical Billing Companies, EMS|MC is obligated to report misconduct to the government, if EMS|MC discovers credible evidence of Client’s continued misconduct or flagrant, fraudulent or abusive conduct. In the event of such evidence, EMS|MC has the right to (a) refrain from submitting any false or inappropriate claims, (b) terminate this Agreement and/or (c) report the misconduct to the appropriate authorities.

9. NON-INTERFERENCE/NON-SOLICITATION OF EMS|MC EMPLOYEES.

Client understands and agrees that the relationship between EMS|MC and each of its employees constitutes a valuable asset of EMS|MC. Accordingly, Client agrees that both during the term of this Agreement and for a period beginning on the date of termination of this Agreement, whatever the reason, and ending three (3) years after the date of termination of this Agreement (the “Restricted Period”), Client shall not, without EMS|MC’s prior written consent, directly or indirectly, solicit or recruit for employment; attempt to solicit or recruit for employment; or attempt to hire or accept as an employee, consultant, contractor, or otherwise, or accept any work from EMS|MC’s employees with whom Client had material contact during the term of this Agreement, in any position where Client would receive from such employees the same or similar services that EMS|MC performed for Client during the term of this Agreement. Client also agrees during the Restricted Period not to unlawfully urge, encourage, induce, or attempt to urge, encourage, or induce any employee of EMS|MC to terminate his or her employment with EMS|MC. Client has carefully read and considered the provisions of Section 9 hereof, and having done so, agrees that the restrictions set forth in such section (including, but not limited to, the time period) are fair and reasonable and are reasonably required for the protection of the legitimate interests of EMS|MC, its officers, directors, shareholders, and employees.

10. PRIVACY.

a. *Confidentiality.* The Parties acknowledge that they will each provide to the other Confidential Information as part of carrying out the terms of this Agreement. EMS|MC and Client will be both a Receiving Party and a Disclosing Party at different

times. The Receiving Party agrees that it will not (i) use any such Confidential Information in any way, except for the exercise of its rights and performance of its obligations under this Agreement, or (ii) disclose any such Confidential Information to any third party, other than furnishing such Confidential Information to its employees, consultants, and subcontractors, who are subject to the safeguards and confidentiality obligations contained in this Agreement and who require access to the Confidential Information in the performance of the obligations under this Agreement. In the event that the Receiving Party is required by applicable law to make any disclosure of any of the Disclosing Party's Confidential Information, by subpoena, judicial or administrative order or otherwise, the Receiving Party will first give written notice of such requirement to the Disclosing Party, and will permit the Disclosing Party to intervene in any relevant proceedings to protect its interests in the Confidential Information, and provide full cooperation and assistance to the Disclosing Party in seeking to obtain such protection, at the Disclosing Party's sole expense. "Confidential Information" means the provisions of the Agreement (including, but not limited to, the financial terms herein) and any information disclosed by a Party (the "Disclosing Party") to the other Party (the "Receiving Party"). Information will not be deemed Confidential Information hereunder if the Receiving Party can prove by documentary evidence that such information: (a) was known to the Receiving Party prior to receipt from the Disclosing Party directly or indirectly from a source other than one having an obligation of confidentiality to the Disclosing Party; (b) becomes known (independently of disclosure by the Disclosing Party) to the Receiving Party directly or indirectly from a source other than one having an obligation of confidentiality to the Disclosing Party; (c) becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of this Agreement by the Receiving Party; or (d) is independently developed by the Receiving Party without the use of any Confidential Information of the Disclosing Party.

b. *HIPAA Compliance.* The parties agree to comply with the Business Associate Addendum, attached hereto and incorporated by reference herein as Attachment 1, documenting the assurances and other requirements respecting the use and disclosure of Protected Health Information. It is Client's responsibility to ensure that it obtains all appropriate and necessary authorizations and consents to use or disclose any individually identifiable health information in compliance with all federal and state privacy laws, rules and regulations, including but not limited to the Health Insurance Portability and Accountability Act. In the event that this Agreement is, or activities permitted or required by this Agreement are, inconsistent with or do not satisfy the requirements of any applicable privacy or security law, rule or regulation, the parties shall take any reasonably necessary action to remedy such inconsistency.

11. DISCLAIMERS, LIMITATIONS OF LIABILITY AND DISPUTE RESOLUTION

a. Each Party acknowledges that the liability limitations and warranty disclaimers in the Agreement are independent of any remedies hereunder and shall apply regardless of whether any remedy fails of its essential purpose. Client acknowledges that the limitations of liability set forth in this Agreement are integral to the amount of consideration offered and charged in connection with the Services and that, were EMS|MC to assume any further liability other than as provided in the Agreement, such consideration would of necessity be set substantially higher.

b. EMS|MC and Client acknowledge and agree that despite their best efforts, billing errors may occur from time to time. Each party will promptly notify the other party of the discovery of a billing error. EMS|MC's sole obligation in the event of a billing error will be to correct the error by making appropriate changes to the information in its system, posting a refund if appropriate, and re-billing the underlying claim if permissible.

c. Except for any express warranty provided herein or in the applicable exhibit, the services are provided on an "as is," "as available" basis. Client agrees that use of the services is at client's sole risk; and, to the maximum extent permitted by law, EMS|MC expressly disclaims any and all other express or implied warranties with respect to the services including, but not limited to, warranties of merchantability, fitness for a particular purpose, title, non-infringement or warranties alleged to arise as a result of custom and usage.

d. A "Claim" is defined as any claim or other matter in dispute between EMS|MC and Client that arises from or relates in any way to this Agreement or to the Services, or data provided by EMS|MC hereunder, regardless of whether such claim or matter is denominated as a contract claim, tort claim, warranty claim, indemnity claim, statutory claim, arbitration demand, or otherwise.

e. To the fullest extent allowed by law, the total liability of EMS|MC to Client regarding any and all Claims shall be capped at, and shall in no event exceed, the total fees paid by Client to EMS|MC under this Agreement in the twelve (12) months prior to the event giving rise to the Claim (the "Liability Cap"). All amounts that may be potentially awarded against EMS|MC in connection with a Claim are included in and subject to the Liability Cap and shall not cause the Liability Cap to be exceeded, including, without limitation, all direct compensatory damages, interest, costs, expenses, and attorneys' fees. Provided, however, that nothing in the foregoing shall be construed as an admission of liability by EMS|MC in any amount or as a waiver or compromise of any other defense that may be available to EMS|MC regarding any Claim.

f. To the fullest extent allowed by law, and notwithstanding any statute of limitations, statute of repose, or other legal time limit to the contrary, no Claim shall be brought by Client against EMS|MC after the earlier of the following to occur (the "Claim Time Limit"): (i) the time period for bringing an action under any applicable state or federal statute of limitations; one (1) year after the date upon which Client discovered, or should have discovered, the facts giving rise to an alleged claim; or (ii) two (2) years after the first act or omission giving rise to an alleged claim. Any Claim not brought within the Claim Time Limit is waived. The Claim Time Limit applies, without limitation, to any Claim brought in arbitration under the arbitration clause below, and shall be deemed to have been satisfied if an arbitration demand asserting such Claim is received by the American Arbitration Association (or other arbitration administrator as may be mutually agreed on by EMS|MC and Client) within the Claim Time Limit. Notwithstanding the foregoing, if a Claim has been asserted in arbitration within the Claim Time Limit, a proceeding in court to confirm, enforce, vacate, modify, correct, or amend an arbitration award resulting from such arbitration may be brought outside the Claim Time Limit as long as it is brought within the time period required by applicable law.

g. Client agrees that any Claim Client may have against EMS|MC, including EMS|MC's past or present employees or agents, shall be brought individually and Client shall not join such Claim with claims of any other person or entity or bring, join or participate in a class action against EMS|MC.

h. To the fullest extent allowed by law, EMS|MC and Client waive claims against each other for consequential, indirect, incidental, special, punitive, exemplary, and treble damages, and for any other damages in excess of direct, compensatory damages including, but not limited to, loss of profits, loss of data, or loss of business, regardless of whether such claim or matter is denominated as a contract claim, tort claim, warranty claim, indemnity claim, statutory claim, arbitration demand, or otherwise, even if a party has been apprised of the possibility or likelihood of such damages occurring (the "Non-Direct Damages Waiver").

i. Subject to the Liability Cap, the Claim Time Limit and the Non-Direct Damages Waiver, EMS|MC agrees to indemnify, hold harmless, and defend Client, with reasonably acceptable counsel, from and against any fines, penalties, damages, and judgments that Client becomes legally obligated to pay to a third party proximately caused by EMS|MC's gross negligence or willful misconduct. Provided, however, that this indemnity is subject to the following further conditions and limitations: (i) Client must provide prompt written notice to EMS|MC of the matter for which indemnity is or may be sought, within such time that no right of EMS|MC is prejudiced, and in no event no later than thirty (30) days after Client first becomes aware of the facts that give rise or may

give rise to a right of indemnity; (ii) Client must allow EMS|MC the opportunity to direct and control the defense and handling of the matter for which indemnity is or may be sought; (iii) Client must not agree to any settlement or other voluntary resolution of a matter for which indemnity is or may be sought without EMS|MC's express consent; and (iv) Client shall not seek or be entitled to indemnify for amounts that Client reimburses or refunds to Medicaid, Medicare, any governmental entity, any insurer, or any other payer as a result of medical services or medical transportation services for which Client should not have received payment in the first place under applicable rules, regulations, standards and policies. Client waives all rights of indemnity against EMS|MC not in accordance with this subsection.

j. All Claims between EMS|MC and Client shall be resolved by binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association then in effect, except that either party may, at that party's option, seek appropriate equitable relief in any court having jurisdiction. The hearing in such arbitration proceeding shall take place in Charlotte, North Carolina, or in such other location as may be mutually agreed on by EMS|MC and Client. The arbitrator in such proceeding, or if more than one arbitrator, each arbitrator, shall be an attorney with at least fifteen (15) years of experience in commercial litigation or in health care law. The arbitrator(s) shall have no authority to enter an award against EMS|MC that: (i) exceeds the Liability Cap; (ii) is based on a Claim brought after the Claim Time Limit; (iii) includes any damages waived by the Non-Direct Damages Waiver; or (iv) is otherwise in contravention of this Agreement. An award entered by the arbitrator(s) shall be enforceable in the United States District Court for the Western District of North Carolina or in any other court having jurisdiction.

k. In any arbitration proceeding or permitted court proceeding regarding any Claim, the prevailing party shall be entitled to recover from the non-prevailing party the reasonable costs and expenses incurred by the prevailing party in connection with such proceeding, including, without limitation, the reasonable attorneys' fees, arbitration or court filing fees, arbitrator compensation, expert witness charges, court reporter charges, and document reproduction charges incurred by the prevailing party. Which party is the prevailing party shall be determined in light of the surrounding circumstances, such as comparing the relief requested with that awarded, and shall not be determined simply by whether one party or the other receives a net monetary recovery in its favor.

12. GENERAL.

a. Status of Parties. Nothing contained in this Agreement shall be construed as establishing a partnership or joint venture relationship between EMS|MC and Client,

or as establishing an agency relationship beyond EMS|MC's service as a billing and collection agent of Client under the express terms of this Agreement. EMS|MC and its employees and representatives shall have no legal authority to bind Client.

b. Assignment. Neither this Agreement nor any rights or obligations hereunder shall be assigned by either party without prior written consent of the other party, except that this Agreement may be assigned without consent to the survivor in any merger or other business combination including either party, or to the purchaser of all or substantially all of the assets of either party.

c. Binding Effect. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors, assigns (where permitted), and transferees.

d. Notices. All notices required or permitted by this Agreement shall be in writing and shall be deemed to have been given: (i) on the day received, if personally delivered; (ii) on the day received if sent by a recognized overnight delivery service, according to the courier's record of delivery; and (iii) on the 5th (fifth) calendar day after the date mailed by certified or registered mail. Such notices shall be addressed as follows:

Client:

Lee County EMS Service
Attn: Heather Jones
102 Starksville Avenue North
Leesburg, GA 31763

EMS|MC:

EMS Management & Consultants, Inc.
Chief Executive Officer
2540 Empire Drive
Suite 100
Winston-Salem, NC 27103

Either party may change its address for notices under this Agreement by giving written notice of such change to the other party in accordance with the terms of this section.

e. Governing Law. This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with and governed by the laws of the State of North Carolina, notwithstanding any conflicts of law rules to the contrary.

f. Integration of Terms. This instrument together with all attachments, exhibits and schedules constitutes the entire agreement between the parties, and supersedes all prior negotiations, commitments, representations and undertakings of the parties with respect to its subject matter. Without limiting the foregoing, this Agreement supersedes and takes precedence over any inconsistent terms contained in any Request for Proposal (“RFP”) from Client and any response to that RFP from EMS|MC.

g. Amendment and Waiver. This Agreement may be amended or modified only by an instrument signed by all of the parties. A waiver of any provision of this Agreement must be in writing, designated as such, and signed by the party against whom enforcement of the waiver is sought. The waiver of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent or other breach thereof.

h. Severability. If any provision of this Agreement shall not be valid for any reason, such provision shall be entirely severable from, and shall have no effect upon, the remainder of this Agreement. Any such invalid provision shall be subject to partial enforcement to the extent necessary to protect the interest of the parties hereto.

i. Force Majeure. With the exception of Client’s payment obligation, a Party will not be in breach or liable for any delay of its performance of this Agreement caused by natural disasters or other unexpected or unusual circumstances reasonably beyond its control.

j. Third Party Beneficiaries. There are no third-party beneficiaries to this Agreement.

k. Counterparts. This Agreement may be executed in multiple counterparts by a duly authorized representative of each party.

l. Survival. All terms which by their nature survive termination shall survive termination or expiration of the Agreement including, but not limited to, Sections 3(c), 3(f) – (h), 5(a), 5(c), 7, 9 – 12.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed on the later of the dates set forth below.

Each person whose signature appears hereon represents, warrants and guarantees that he/she has been duly authorized and has full authority to execute this Agreement on behalf of the party on whose behalf this Agreement is executed.

EMS|MC:

CLIENT:

EMS Management & Consultants, Inc.

Lee County EMS Service

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit A Software

1. **Software.** Client will use the following ePCR software: ImageTrend (“Vendor”).

2. **Software Fees.** Client shall pay no additional fees for the Software. EMS|MC will pay the Software vendor for the full cost of the Software pursuant to the agreement between EMS|MC and the Software Vendor. Future increases in the monthly base package software cost will be borne by Client unless EMS|MC specifically agrees to pay for such increase. EMS|MC shall stop paying any software costs upon the expiration or termination of this Agreement. Client is responsible for ensuring that it has a copy of all data maintained in the Software prior to termination of this Agreement or paying for continued use of and access to the data maintained in the Software.

3. If required by the Vendor, Client will enter into an agreement with the Vendor for use of the Software and comply with all terms and conditions of such agreement.

4. Client agrees to provide EMS|MC with administrative access to the ePCR system or similar access in order to run reports and review documents and attachments.

5. **No EMS|MC Warranty.** EMS|MC DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL WARRANTIES, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, REGARDING THE ePCR SOFTWARE.

Attachment 1
Business Associate Addendum

This Business Associate Addendum (the “Addendum”) is made effective the ____ day of _____ 2024, by and between Lee County EMS Service, hereinafter referred to as “Covered Entity,” and EMS Management & Consultants, Inc., hereinafter referred to as “Business Associate” (individually, a “Party” and collectively, the “Parties”).

WITNESSETH:

WHEREAS, the Parties wish to enter into a Business Associate Addendum to ensure compliance with the Privacy and Security Rules of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA Privacy and Security Rules”) (45 C.F.R. Parts 160 and 164); and

WHEREAS, the Health Information Technology for Economic and Clinical Health (“HITECH”) Act of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, modified the HIPAA Privacy and Security Rules (hereinafter, all references to the “HIPAA Privacy and Security Rules” include all amendments thereto set forth in the HITECH Act and any accompanying regulations); and

WHEREAS, the Parties have entered into a Billing Services Agreement (the “Agreement”) whereby Business Associate will provide certain services to Covered Entity and, pursuant to such Agreement, Business Associate may be considered a “business associate” of Covered Entity as defined in the HIPAA Privacy and Security Rules; and

WHEREAS, Business Associate may have access to Protected Health Information or Electronic Protected Health Information (as defined below) in fulfilling its responsibilities under the Agreement; and

WHEREAS, Covered Entity wishes to comply with the HIPAA Privacy and Security Rules, and Business Associate wishes to honor its obligations as a Business Associate to Covered Entity.

THEREFORE, in consideration of the Parties’ continuing obligations under the Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to the provisions of this Addendum.

I. DEFINITIONS

Except as otherwise defined herein, any and all capitalized terms in this Addendum shall have the definitions set forth in the HIPAA Privacy and Security Rules. In the event of an inconsistency between the provisions of this Addendum and mandatory provisions of the HIPAA Privacy and Security Rules, as amended, the HIPAA Privacy and Security Rules in effect at the time shall control. Where provisions of this Addendum are different than those mandated by the HIPAA Privacy and Security Rules, but are nonetheless permitted by the HIPAA Privacy and Security Rules, the provisions of this Addendum shall control.

The term “Breach” means the unauthorized acquisition, access, use, or disclosure of protected health information which compromises the security or privacy of such information, except where an unauthorized person to whom such information is disclosed would not reasonably have been able to retain such information. The term “Breach” does **not** include: (1) any unintentional acquisition, access, or use of protected health information by any employee or individual acting under the authority of a covered entity

or business associate if (a) such acquisition, access, or use was made in good faith and within the course and scope of the employment or other professional relationship of such employee or individual, respectively, with the covered entity or business associate, and (b) such information is not further acquired, accessed, used, or disclosed by any person; or (2) any inadvertent disclosure from an individual who is otherwise authorized to access protected health information at a facility operated by a covered entity or business associate to another similarly situated individual at same facility; and (3) any such information received as a result of such disclosure is not further acquired, accessed, used, or disclosed without authorization by any person.

The term “Electronic Health Record” means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff.

The term “HIPAA Privacy and Security Rules” refers to 45 C.F.R. Parts 160 and 164 as currently in effect or hereafter amended.

The term “Protected Health Information” means individually identifiable health information as defined in 45 C.F.R § 160.103, limited to the information Business Associate receives from, or creates, maintains, transmits, or receives on behalf of, Covered Entity.

The term “Electronic Protected Health Information” means Protected Health Information which is transmitted by or maintained in Electronic Media (as now or hereafter defined in the HIPAA Privacy and Security Rules).

The term “Secretary” means the Secretary of the Department of Health and Human Services.

The term “Unsecured Protected Health Information” means Protected Health Information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in guidance published in the Federal Register at 74 Fed. Reg. 19006 on April 27, 2009 and in annual guidance published thereafter.

II. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE

a. Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Agreement or this Addendum, provided that such use or disclosure would not violate the HIPAA Privacy and Security Rules if done by Covered Entity. Until such time as the Secretary issues regulations pursuant to the HITECH Act specifying what constitutes “minimum necessary” for purposes of the HIPAA Privacy and Security Rules, Business Associate shall, to the extent practicable, disclose only Protected Health Information that is contained in a limited data set (as defined in Section 164.514(e)(2) of the HIPAA Privacy and Security Rules), unless the person or entity to whom Business Associate is making the disclosure requires certain direct identifiers in order to accomplish the intended purpose of the disclosure, in which event Business Associate may disclose only the minimum necessary amount of Protected Health Information to accomplish the intended purpose of the disclosure.

b. Business Associate may use Protected Health Information in its possession for its proper management and administration and to fulfill any present or future legal responsibilities of Business Associate, provided that such uses are permitted under state and federal confidentiality laws.

c. Business Associate may disclose Protected Health Information in its possession to third parties for the purposes of its proper management and administration or to fulfill any present or future legal responsibilities of Business Associate, provided that:

1. the disclosures are required by law; or

2. Business Associate obtains reasonable assurances from the third parties to whom the Protected Health Information is disclosed that the information will remain confidential and be used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party, and that such third parties will notify Business Associate of any instances of which they are aware in which the confidentiality of the information has been breached.

d. Until such time as the Secretary issues regulations pursuant to the HITECH Act specifying what constitutes “minimum necessary” for purposes of the HIPAA Privacy and Security Rules, Business Associate shall, to the extent practicable, access, use, and request only Protected Health Information that is contained in a limited data set (as defined in Section 164.514(e)(2) of the HIPAA Privacy and Security Rules), unless Business Associate requires certain direct identifiers in order to accomplish the intended purpose of the access, use, or request, in which event Business Associate may access, use, or request only the minimum necessary amount of Protected Health Information to accomplish the intended purpose of the access, use, or request. Covered Entity shall determine what quantum of information constitutes the “minimum necessary” amount for Business Associate to accomplish its intended purposes.

e. Business Associate may use Protected Health Information to de-identify such information in accordance with 45 C.F.R. § 164.514(b) for Business Associate’s own business purposes or in connection with the services provided pursuant to the Agreement or to provide Data Aggregation services to Customer as permitted by 45 C.F.R. 164.504(e)(2)(i)(b). Once the Protected Health Information has been de-identified or aggregated, it is no longer considered Protected Health Information governed by this Addendum.

III. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

a. Business Associate acknowledges and agrees that all Protected Health Information that is created or received by Covered Entity and disclosed or made available in any form, including paper record, oral communication, audio recording, and electronic display by Covered Entity or its operating units to Business Associate or is created or received by Business Associate on Covered Entity’s behalf shall be subject to this Addendum.

b. Business Associate agrees to not use or further disclose Protected Health Information other than as permitted or required by the Agreement, this Addendum or as required by law.

c. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of Protected Health Information other than as provided for by this Addendum. Specifically, Business Associate will:

1. implement the administrative, physical, and technical safeguards set forth in Sections 164.308, 164.310, and 164.312 of the HIPAA Privacy and Security Rules that reasonably and appropriately protect the confidentiality, integrity, and availability of any Protected Health Information that it creates, receives, maintains, or transmits on behalf of Covered Entity, and, in accordance with Section 164.316 of the HIPAA Privacy and Security Rules, implement and maintain reasonable and appropriate policies and procedures to enable it to comply with the requirements outlined in Sections 164.308, 164.310, and 164.312; and

2. report to Covered Entity any use or disclosure of Protected Health Information not provided for by this Addendum of which Business Associate becomes aware. Business Associate shall report to Covered Entity any Security Incident of which it becomes aware. Notice is deemed to have been

given for unsuccessful Security Incidents, such as (i) “pings” on an information system firewall; (ii) port scans; (iii) attempts to log on to an information system or enter a database with an invalid password or user name; (iv) denial-of-service attacks that do not result in a server being taken offline; or (v) malware (*e.g.*, a worms or a virus) that does not result in unauthorized access, use, disclosure, modification or destruction of Protected Health Information.

d. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this Addendum to Business Associate with respect to such information.

e. Business Associate agrees to comply with any requests for restrictions on certain disclosures of Protected Health Information to which Covered Entity has agreed in accordance with Section 164.522 of the HIPAA Privacy and Security Rules and of which Business Associate has been notified by Covered Entity. In addition, and notwithstanding the provisions of Section 164.522 (a)(1)(ii), Business Associate agrees to comply with an individual’s request to restrict disclosure of Protected Health Information to a health plan for purposes of carrying out payment or health care operations if the Protected Health Information pertains solely to a health care item or service for which Covered Entity has been paid by in full by the individual or the individual’s representative.

f. At the request of the Covered Entity and in a reasonable time and manner, not to extend ten (10) business days, Business Associate agrees to make available Protected Health Information required for Covered Entity to respond to an individual’s request for access to his or her Protected Health Information in accordance with Section 164.524 of the HIPAA Privacy and Security Rules. If Business Associate maintains Protected Health Information electronically, it agrees to make such Protected Health Information available electronically to the applicable individual or to a person or entity specifically designated by such individual, upon such individual’s request.

g. At the request of Covered Entity and in a reasonable time and manner, Business Associate agrees to make available Protected Health Information required for amendment by Covered Entity in accordance with the requirements of Section 164.526 of the HIPAA Privacy and Security Rules.

h. Business Associate agrees to document any disclosures of and make Protected Health Information available for purposes of accounting of disclosures, as required by Section 164.528 of the HIPAA Privacy and Security Rules.

i. Business Associate agrees that it will make its internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity, available to the Secretary for the purpose of determining Covered Entity’s compliance with the HIPAA Privacy and Security Rules, in a time and manner designated by the Secretary, subject to attorney-client and other applicable privileges.

j. Business Associate agrees that, while present at any Covered Entity facility and/or when accessing Covered Entity’s computer network(s), it and all of its employees, agents, representatives and subcontractors will at all times comply with any network access and other security practices, procedures and/or policies established by Covered Entity including, without limitation, those established pursuant to the HIPAA Privacy and Security Rules.

k. Business Associate agrees that it will not directly or indirectly receive remuneration in exchange for any Protected Health Information of an individual without the written authorization of the individual or the individual’s representative, except where the purpose of the exchange is:

1. for public health activities as described in Section 164.512(b) of the Privacy and Security Rules;

2. for research as described in Sections 164.501 and 164.512(i) of the Privacy and Security Rules, and the price charged reflects the costs of preparation and transmittal of the data for such purpose;

3. for treatment of the individual, subject to any further regulation promulgated by the Secretary to prevent inappropriate access, use, or disclosure of Protected Health Information;

4. for the sale, transfer, merger, or consolidation of all or part of Business Associate and due diligence related to that activity;

5. for an activity that Business Associate undertakes on behalf of and at the specific request of Covered Entity;

6. to provide an individual with a copy of the individual's Protected Health Information pursuant to Section 164.524 of the Privacy and Security Rules; or

7. other exchanges that the Secretary determines in regulations to be similarly necessary and appropriate as those described in this Section III.k.

1. Business Associate agrees that it will not directly or indirectly receive remuneration for any written communication that encourages an individual to purchase or use a product or service without first obtaining the written authorization of the individual or the individual's representative, unless:

1. such payment is for a communication regarding a drug or biologic currently prescribed for the individual and is reasonable in amount (as defined by the Secretary); or

2. the communication is made on behalf of Covered Entity and is consistent with the terms of this Addendum.

m. Business Associate agrees that if it uses or discloses patients' Protected Health Information for marketing purposes, it will obtain such patients' authorization before making any such use or disclosure.

n. Business Associate agrees to implement a reasonable system for discovery of breaches and method of risk analysis of breaches to meet the requirements of HIPAA, The HITECH Act, and the HIPAA Regulations, and shall be solely responsible for the methodology, policies, and procedures implemented by Business Associate.

o. State Privacy Laws. Business Associate shall understand and comply with state privacy laws to the extent that state privacy laws are not preempted by HIPAA or The HITECH Act.

IV. BUSINESS ASSOCIATE'S MITIGATION AND BREACH NOTIFICATION OBLIGATIONS

a. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Addendum.

b. Following the discovery of a Breach of Unsecured Protected Health Information, Business Associate shall notify Covered Entity of such Breach without unreasonable delay and in no case later than forty-five (45) calendar days after discovery of the Breach. A Breach shall be treated as discovered by Business Associate as of the first day on which such Breach is known to Business Associate or, through the exercise of reasonable diligence, would have been known to Business Associate.

c. Notwithstanding the provisions of Section IV.b., above, if a law enforcement official states to Business Associate that notification of a Breach would impede a criminal investigation or cause damage to national security, then:

1. if the statement is in writing and specifies the time for which a delay is required, Business Associate shall delay such notification for the time period specified by the official; or

2. if the statement is made orally, Business Associate shall document the statement, including the identity of the official making it, and delay such notification for no longer than thirty (30) days from the date of the oral statement unless the official submits a written statement during that time.

Following the period of time specified by the official, Business Associate shall promptly deliver a copy of the official's statement to Covered Entity.

d. The Breach notification provided shall include, to the extent possible:

1. the identification of each individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, used, or disclosed during the Breach;

2. a brief description of what happened, including the date of the Breach and the date of discovery of the Breach, if known;

3. a description of the types of Unsecured Protected Health Information that were involved in the Breach, if known (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);

4. any steps individuals should take to protect themselves from potential harm resulting from the Breach; and

5. a brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to individuals, and to protect against any further Breaches.

e. Business Associate shall provide the information specified in Section IV.d., above, to Covered Entity at the time of the Breach notification if possible or promptly thereafter as information becomes available. Business Associate shall not delay notification to Covered Entity that a Breach has occurred in order to collect the information described in Section IV.d. and shall provide such information to Covered Entity even if the information becomes available after the forty-five (45)-day period provided for initial Breach notification.

V. OBLIGATIONS OF COVERED ENTITY

a. Upon request of Business Associate, Covered Entity shall provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with Section 164.520 of the HIPAA Privacy and Security Rules.

b. Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by an individual to use or disclose Protected Health Information, if such changes affect Business Associate's permitted or required uses and disclosures.

c. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information to which Covered Entity has agreed in accordance with Section 164.522 of the HIPAA Privacy and Security Rules, and Covered Entity shall inform Business Associate of the termination of any such restriction, and the effect that such termination shall have, if any, upon Business Associate's use and disclosure of such Protected Health Information.

VI. TERM AND TERMINATION

a. Term. The Term of this Addendum shall be effective as of the date first written above, and shall terminate upon the later of the following events: (i) in accordance with Section VII.c., when all of the Protected Health Information provided by Covered Entity to Business Associate or created or received by Business Associate on behalf of Covered Entity is destroyed or returned to Covered Entity or, if such return or destruction is infeasible, when protections are extended to such information; or (ii) upon the expiration or termination of the Agreement.

b. Termination for Cause. Upon Covered Entity's knowledge of a material breach of this Addendum by Business Associate and Business Associate's failure to cure such breach within thirty (30) days of receiving notice of same from Covered Entity, Covered Entity shall have the right to terminate this Addendum and the Agreement.

c. Effect of Termination.

1. Except as provided in paragraph 2. of this subsection, upon termination of this Addendum, the Agreement or upon request of Covered Entity, whichever occurs first, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Neither Business Associate nor its subcontractors or agents shall retain copies of the Protected Health Information.

2. In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible and shall extend the protections of this Addendum to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

VII. MISCELLANEOUS

a. **No Rights in Third Parties.** Except as expressly stated herein, the Parties to this Addendum do not intend to create any rights in any third parties.

b. **Survival.** The obligations of Business Associate under Section VII(c) of this Addendum shall survive the expiration, termination, or cancellation of this Addendum, the Agreement, and/or the business relationship of the parties, and shall continue to bind Business Associate, its agents, employees, contractors, successors, and assigns as set forth herein.

c. **Amendment.** This Addendum may be amended or modified only in a writing signed by the Parties. The Parties agree that they will negotiate amendments to this Addendum to conform to any changes in the HIPAA Privacy and Security Rules as are necessary for Covered Entity to comply with the current requirements of the HIPAA Privacy and Security Rules. In addition, in the event that either Party believes in good faith that any provision of this Addendum fails to comply with the then-current requirements of the HIPAA Privacy and Security Rules or any other applicable legislation, then such Party shall notify the other Party of its belief in writing. For a period of up to thirty (30) days, the Parties shall address in good faith such concern and amend the terms of this Addendum, if necessary to bring it into compliance. If, after such thirty (30)-day period, the Addendum fails to comply with the HIPAA Privacy and Security Rules or any other applicable legislation, then either Party has the right to terminate this Addendum and the Agreement upon written notice to the other party.

d. **Independent Contractor.** None of the provisions of this Addendum are intended to create, nor will they be deemed to create, any relationship between the Parties other than that of independent parties contracting with each other solely for the purposes of effecting the provisions of this Addendum and any other agreements between the Parties evidencing their business relationship.

e. **Interpretation.** Any ambiguity in this Addendum shall be resolved in favor of a meaning that permits Covered Entity to comply with the HIPAA Privacy and Security Rules.

f. **Certain Provisions Not Effective in Certain Circumstances.** The provisions of this Addendum relating to the HIPAA Security Rule shall not apply to Business Associate if Business Associate does not receive any Electronic Protected Health Information from or on behalf of Covered Entity.

g. **Ownership of Information.** Covered Entity holds all right, title, and interest in and to the PHI and Business Associate does not hold and will not acquire by virtue of this Addendum or by virtue of providing goods or services to Covered Entity, any right, title, or interest in or to the PHI or any portion thereof.

h. **Entire Agreement.** This Addendum is incorporated into, modifies and amends the Agreement, inclusive of all other prior amendments or modifications to such Agreement. The terms and provisions of this Addendum shall control to the extent they are contrary, contradictory or inconsistent with the terms of the Agreement. Otherwise, the terms and provisions of the Agreement shall remain in full force and effect and apply to this Addendum.

IN WITNESS WHEREOF, the Parties have executed this Addendum as of the day and year written above.

Each person whose signature appears hereon represents, warrants and guarantees that he/she has been duly authorized and has full authority to execute this Agreement on behalf of the party on whose behalf this Agreement is executed.

Business Associate:

Covered Entity:

EMS Management & Consultants, Inc.

Lee County EMS Service

By: _____

By: _____

Print: _____

Print: _____

Title: _____

Title: _____

Date: _____

Date: _____

MEMORANDUM OF UNDERSTANDING

Among and Between Lee County (GA) Board of Commissioners and Flint Riverkeeper Inc.

Concerning Management and Conductance of the Annual Lee County 'Rivers Alive' Cleanup, Saturday, 21 September, 2024

Recitals

Whereas, both Lee County and Flint Riverkeeper recognize and value clean, abundant water resources as a basis for a healthy economy, vibrant culture, and just society; and

Whereas, Lee County has conducted an annual 'Rivers Alive' cleanup of the Muckalee Creek, Kinchafoonee Creek, the Flint River, plus access infrastructure associated with these resources within the bounds of Lee County continuously for the last 18 years; and

Whereas, the annual Lee County Rivers Alive Cleanup has heretofore been well-staffed by a strong array of volunteers and accomplished with a high degree of safety and professionalism; and

Whereas, after key leadership within the Lee County staff that led the annual Cleanup for the previous 18 years but is moved on to new ventures in 2023, Flint Riverkeeper successfully managed and operated the annual cleanup in 2023; and

Whereas, the annual Lee County Rivers Alive Cleanup is a requirement of Lee County's stormwater permit granted by the Georgia Environmental Protection Division (EPD); and

Whereas, Lee County and Flint Riverkeeper have successfully collaborated in the past on many occasions, tasks, and projects to restore and protect the waters of Lee County; and

Whereas, Flint Riverkeeper has not only participated in the promotion and conductance of the annual Cleanup and is therefore very familiar with the Cleanup, but has also participated in and led successful cleanups in other portions of the Flint River watershed, events that are both public (such as the Lee County cleanup) and private; and

Whereas, both Lee County and Flint Riverkeeper have expressed a mutual desire for Flint Riverkeeper to manage and conduct the 2024 Lee County Rivers Alive Cleanup;

Understandings

Now, both Lee County and Flint Riverkeeper agree to the following mutual understandings of their respective responsibilities for the management and conductance of the 2024 Lee County Rivers Alive Cleanup:

- 1) Flint Riverkeeper will manage and conduct all aspects of the Cleanup, excepting the design, sponsorship, and printing of the tee shirt commemorating that annual event (see next).
- 2) Lee County will facilitate the relationship between the local Chamber of Commerce and Flint Riverkeeper in order for the Chamber to achieve the design, sponsorship and printing of the commemorative tee shirt in sufficient quantities and appropriate sizes to be passed out to all voluntary participants in the Cleanup.
- 3) Lee County staff and Flint Riverkeeper staff (both paid and volunteer) agree to collaborate on developing and refining a very detailed checklist of the planning and execution activities necessary to achieve success for the Cleanup. A draft is attached. Both parties are encouraged to offer amendments to the checklist as appropriate. The checklist will be utilized by Flint Riverkeeper as a management tool to stay on schedule in the runup to the Cleanup and to achieve appropriate after-action activities to satisfy the requirements that Lee County has with Georgia EPD.
- 4) The checklist approved by Lee County and Flint Riverkeeper as evidenced by each party signing this MOU will be by reference incorporated to this Memorandum of Understanding.
- 5) On-land cleanup sites will be limited to five (5) key places and determined by FRk staff with input from Lee County staff; on-water stretches will be determined by FRk staff with input from Lee County staff.
- 6) Lee County will pay Flint Riverkeeper \$5,000 USD upon completion of both the Cleanup and all attendant items on the checklist.

- 7) Flint Riverkeeper will provide evidences to Lee County of completion of all items on the checklist either by photos, written assurances, receipts, reports, data, or the like.
- 8) Lee County will help promote the Cleanup on their social-media channels and in the local press (via earned media).
- 9) Flint Riverkeeper will promote the Cleanup on their social-media channels, in the local press, and utilizing their email list/weekly email newsletter.
- 10) Flint Riverkeeper will publicly report the results of the Cleanup by means similar to #8 above.
- 11) Lee County and Flint Riverkeeper will provide a key staffer or volunteer who serves as the primary point of contact with each, appropriately copying and informing support staffers and volunteers on all communications. This will occur upon execution of this understanding and includes onsite/at-event persons the day of the event.
 - a. The key person for Lee County (a Lee County employee) is:
 - i. and the Lee County employee’s cell number is:
 - b. The key person for Flint Riverkeeper (a Flint Riverkeeper employee) is:
 - i. and the Flint Riverkeeper employee’s cell number is:
- 12) The key person for Lee County will be located onsite at Sutton’s Landing from 8am until noon the day of the event. The key person for Flint Riverkeeper will also be located at Sutton’s landing for the same time period.
- 13) Youth groups or individual youth (defined at under 18 years of age) must be accompanied by and adult OTHER than project, FRk, or County staff. In other words, youth must be accompanied by someone from their family or organization that is an adult. Any unaccompanied youth will NOT be allowed to participate in any of the project activities and will be required to contact responsible adult(s) to either establish accompaniment OR be retrieved to depart project area(s).
- 14) Lee County and Flint Riverkeeper will work diligently to address problematic issues as they arise so that they can jointly achieve the desired outcome: a safe and productive 2024 Lee County Rivers Alive Cleanup.
- 15) The Cleanup event will be conducted on Saturday, 21 September, 2024.
- 16) Both Lee County and Flint Riverkeeper will discuss the outcomes of the 2024 event leading to ideas and negotiations about continuing their collaboration in 2025 and beyond.

Executed by:

(Name, Title, Date) for the Lee County Commission

(Name, Title, Date) for Flint Riverkeeper, Inc.



**MEMORANDUM
LEE COUNTY BOARD OF
COMMISSIONERS**

TO: Lee County Board of Commissioners
SUBJECT: Consideration to declare vehicles and equipment surplus.
MEETING DATE: Tuesday, July 23, 2024

MOTION/RECOMMENDATION

Motion to declare the listed vehicles and equipment surplus, to be sold on GovDeals.

BACKGROUND

- 2006 CAT 950 Loader, VIN: CAT0950HAK00655 - No longer in use, replaced
- 8,330 Hours
- 1992 F-800 Dump Truck, VIN: 1FDXK4A8NVA36938 - No longer in use, replaced
- 50,662 Miles
- 2006 John Deere 5425 Tractor, VIN: LV5425S240353 - Mechanical Issues
- 3,707 Hours
- 2000 Sterling Truck Jet Vac, VIN: 2FZHAZAN11A488751 - Electrical Damage
- 83,492 Miles
- 2008 F-350 Super Duty Flatbed, VIN: 1FDWF36R68ED75389 - No longer in use
- 129,740 Miles
- 2008 E-450 Super Duty Bus, VIN: 1FD4E45518DA98556 - No longer in use, replaced
- 161,672 Miles
- 2015 Dodge Charger, VIN: 2C3CDXAT0FH928807 - No longer in use
- 98,155 Miles
- 2008 Ford Crown Vic, VIN: 2FAHP71VX8X15927 - No longer in use
- 225,255 Miles

ATTACHMENT

None



**MEMORANDUM
LEE COUNTY BOARD OF
COMMISSIONERS**

TO: Lee County Board of Commissioners
SUBJECT: Discussion of the 2025 LMIG application and potential projects.
MEETING DATE: Tuesday, July 23, 2024

MOTION/RECOMMENDATION

Discussion of the 2025 LMIG application and potential projects.

BACKGROUND

The Georgia Department of Transportation has begun accepting applications for the FY 2025 LMIG Program. Lee County's formula amount for 2025 will be \$704,454.79, plus our 30% local match of \$211,336.44 comes to a total of \$915,791.23 to put towards various road projects. **All electronic LMIG applications must be received no later than February 1, 2025.**

The estimated cost to resurface a road is \$230,000.00 per mile and the estimated cost to pave a road is \$1.25 million per mile.

ATTACHMENT

1. FY 2025 LMIG Letter from GDOT
2. Funding
3. List of Roads



Russell R. McMurry, P.E., Commissioner
One Georgia Center
600 West Peachtree Street, NW
Atlanta, GA 30308
(404) 631-1000 Main Office

June 28, 2024

The Honorable Luke Singletary, Chairman
Lee County
102 Starksville Ave N, Room 205
Leesburg, Georgia 31763

RE: Fiscal Year 2025 Local Maintenance & Improvement Grant (LMIG) Program

Dear Chairman Singletary:

We are pleased to announce that the Department will begin accepting applications for the Fiscal Year 2025 LMIG Program in July 2024. Grants will be processed electronically through our **GRANTS (LMIG) Application System**. To begin your FY 2025 LMIG Application, please visit the Department's website at <https://www.dot.ga.gov/GDOT/Pages/LMIG.aspx>. This site provides a link to the LMIG Application, the LMIG Application Tutorial (Manual), and to the General Guidelines and Rules and other pertinent reports. The project list will be entered directly into the LMIG Application System. Please contact your District State Aid Coordinator, **Shannon Bradford**, at **229-391-5438** for assistance with the online application process.

For an application to be processed, the following requirements must be met:

- A local government must be in Department of Audits and Accounts (DOAA) and Department of Community Affairs (DCA) audit compliance.
- A signed cover letter must be attached and include a completion status of the last three fiscal years' LMIG Grants.
- A signature page must include both the local government seal and the notary seal. The application website provides a blank signature page for you to download, complete and upload as an attachment.
- A local government must provide their District State Aid Coordinator with a Statement of Financial Expenditures form and invoices for Fiscal Year 2022 projects and all other prior years unless previously approved to combine funding for Fiscal Years 2022, 2023, and 2024. The forms can be attached in the LMIG Application System if they have not already been provided to your District State Aid Coordinator.

All electronic LMIG applications must be received no later than February 1, 2025. Failure to submit applications by the deadline might result in a forfeiture of funds.

Your formula amount for the Fiscal Year 2025 Program is **\$704,454.79** and your local match is **30%**. Each local government is required to match this formula amount in accordance with Code Section 48-8-244(d).

If you have any questions regarding the LMIG Program, please contact the Local Grants Office in Atlanta at (404) 347-0240 or email questions to LocalGrantsProgram@dot.ga.gov.

Sincerely,

Bill Wright
Local Grants Administrator

cc: The Honorable Carden Summers, Georgia State Senate
The Honorable Bill Yearta, Georgia House of Representatives
The Honorable Cathy Williams, State Transportation Board
Scott Chambers, District Engineer
Shannon Bradford, District State Aid Coordinator

**Funds Available for Road Projects
(as of May 31, 2024)**

TSPLOST Funds Available	\$	6,912,495.94	(If we unencumber LCMC road)
SPLOST Funds available	\$	1,015,000.00	(If we unencumber LCMC road)
LMIG 2025 (DOT Funds)	\$	704,454.79	\$ 211,336.44 (Lee County's 30% Match)
Additional LRA Funds	\$	855,690.09	
Less funding for committed LRA roads (English Dr , Hickory Grove Rd and New York Rd)	\$	<u>(1,053,000.00)</u>	
Total Funds Available for Roads	\$	<u><u>8,434,640.82</u></u>	

Funds Available for Roads for Each District	\$	1,686,928.16
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Current Amounts Spent on Roads by District as of February 2024

Commissioner Dennis Roland	\$	3,492,797.33
Chairman Luke Singletary	\$	3,047,011.16
Commissioner George Walls	\$	2,907,081.26
Billy Mathis	\$	2,718,721.70
Vice Chairman Chris Guarnieri	\$	1,713,458.37
Total	\$	13,879,069.82

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	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
4	Winnifred	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
5	Smithville Road	73	Leesburg City Limits	1.5 North Leesburg City Limits	1.50	20	Level and Resurface	\$ 360,000.00	Moderate Alligator Cracking on Most of the Road in Wheel Path With Slight Rutting, Edges are Unraveling Causing Potholes
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	Muckalee Creek Road	75	Lovers Lane Rd	End	0.83	20	Level and Resurface	\$ 191,000.00	Road has narrow and deteriorated pavement with very faded striping
8	Northampton				1.70		Level and Resurface	\$ 435,000.00	
	Leland Ferrell Drive	72	Lovers Lane	Northampton Rd	1.50	24	Level and Resurface	\$ 345,000.00	Several Deep Depressions Caused by Base Failure or Lime Sinks, Moderate to Severe Block Cracking and Weathering Pavement
	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	
Holly Plantation				2.49		Level and Resurface	\$ 575,000.00		
9	Ambleside Drive	76	Winnifred Rd	End	0.99	26	Level and Resurface	\$ 225,000.00	Several Deep Depressions Caused by Base Failure or Stumps, Minor Weathering of Asphalt
	Hawkstead Drive	76	Cul-de-Sac	Ambleside Dr	0.98	28	Level and Resurface	\$ 228,000.00	
	Harwich Lane	76	Ambleside Dr	Hawkstead Dr	0.09	26	Level and Resurface	\$ 22,000.00	
	Dadford Drive	76	Winnifred Rd	Hawkstead Dr	0.43	26	Level and Resurface	\$ 100,000.00	
	Hickory Grove Plantation				1.42			\$ 350,000.00	
10	Glen Arven Drive	78	Winnstead Dr	White Column Dr	0.52	27	Mill and Inlay	\$ 125,000.00	Minor Block Cracking with Some Patches From Pavement Failure and Potholes, Some Alligator Cracking from Base Failure.
	Susina Drive	77	Winnstead Dr	Willow Lake Dr	0.38	27	Mill and Inlay	\$ 95,000.00	
	Willow Lake Drive	77	Glen Arven Dr	Cul-de-Sac	0.38	27	Mill and Inlay	\$ 95,000.00	
	White Column	75	Hickory Grove Rd	Glen Arven Dr	0.14	27	Mill and Inlay	\$ 35,000.00	
	Pinewood Rd	78	U.S. 19	Deer Run Ln	3.05	20	Level and Resurface	\$ 780,000.00	
12	Quail Chase				1.23			\$ 299,000.00	Minor Block Cracking with Some Protruding Bumps Probably From Roots. Edgefield Has A 100' Long Section of Rutted Base That Needs Repair.
	Quail Chase Drive	78	Oakland Rd	New Pavement Sec	0.51	27	Mill and Inlay	\$ 125,000.00	
	Browning Court	77	Quail Chase Dr	Cul-de-Sac	0.25	27	Mill and Inlay	\$ 60,000.00	
	Ashley Court	77	Quail Chase Dr	Cul-de-Sac	0.25	27	Mill and Inlay	\$ 60,000.00	
	Edgefield Drive	75	Quail Chase Dr	Cul-de-Sac	0.22	27	Mill and Inlay	\$ 54,000.00	
13	Miller Road	82	White Pond Rd	Stocks Dairy Rd	2.11	24	Level and Resurface	\$ 538,000.00	Some potholes on west end and block cracking on west end. Overall road is in good shape.
14	Jordan Rd	76	Pinewood Rd	Leesburg City Limit	1.88	20	Level and Resurface	\$ 425,000.00	Small amount of base failure along road with some slight edge unraveling
15	Marlow Lane	69	N Doublegate	W Doublegate	0.48	27	Level and Resurface	\$ 110,000.00	Bad Alligator Cracking and Rutting in the Travel Lanes
16	Larkspur Drive	73	Winnstead Dr	Martindale Dr	0.51	24	Level and Resurface	\$ 117,000.00	Block Cracking and Moderate Alligator Cracking
17	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

Ledo Road and Forrester Road should also be									
	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