



LEE COUNTY BOARD OF COMMISSIONERS

T. PAGE THARP GOVERNMENTAL BUILDING

102 STARKSVILLE AVENUE NORTH, LEESBURG, GEORGIA 31763

Tuesday, September 24, 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) Reverend Jim Morrow, First Methodist Church of Albany, to lead the invocation.

3. PLEDGE OF ALLEGIANCE

4. APPROVAL OF MINUTES

A) Consideration to approve the minutes from the September 10, 2024 Board of Commissioners meeting.

B) Consideration to approve the minutes from the September 12, 2024 Special Called meeting of the Board of Commissioners.

5. CONSENT AGENDA

6. NEW BUSINESS

A) Recognition of County employees' years of service.

7. PUBLIC HEARING

8. DEPARTMENTAL MATTERS

A) **Planning, Zoning & Engineering - Lanier Engineering, LLC. (Z24-012)** has submitted an application requesting to rezone a total of 14.862 acres, at the rear portion of the parcel, from R-1 (Single-Family Residential District) to C-2 (General Business District). The property owner is Trioxlor 1, LLC. The subject property is located at 3268 Palmyra Road, parcel number 040B009, in Land Lots 267 and 268 of the First Land District of Lee County, Georgia. ***Staff and the Planning Commission recommended approval, with the following condition:*** The proposed development must reduce impacts on the bordering freshwater pond (and wetlands, if identified) to the extent possible. Wetlands preservation affects the quality of life of residents by reducing flood hazard potential and maintaining water quality, which is critical to health and the economy. ***Public Hearing held September 10, 2024***

- B) **Planning, Zoning & Engineering - Lanier Engineering, LLC. (T24-002)** has submitted a request to amend **Chapter 70 of The Code of Ordinances of Lee County, Article VI, Section 70-196**, so as to amend the requirement for sewer system in the R-2 Multi-Family Residential District, to provide the option of private community septic systems as follows: Public Water and sewer shall be required. In the event that accessibility to such is not available, the development shall have access to a Public Water system and shall be served by a Private Sewage Management System approved by the Environmental Health Department or the Georgia Department of Natural Resources, Environmental Protection Division, whichever is applicable. *Staff recommended denial and the Planning Commission recommended approval with a vote of 6-1. Public Hearing held September 10, 2024*

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

- A) Consideration to appoint **one (1) member** to the **Family & Children Services Board** to fill a vacant, unexpired term of five (5) years, expiring 06/30/2026. Letters of interest received from Heather Dutton and James "Hank" Vick.
- B) Consideration to approve a proposal from Jericho Design Group, LLC for the Courthouse addition project.

10. **COUNTY MANAGER'S MATTERS**

- A) Updates on County projects.
- B) Consideration to approve lighting agreements with Georgia Power for Main Street.
- C) Consideration to approve a proposal from Lose Design for Phase I construction at the 100 acre park property.
- D) Consideration to approve the proposal for Phase II Archaeological Testing for the boat ramp area on the 100 acre park property, as requested by the Georgia Department of Natural Resources.

11. **COMMISSIONER'S MATTERS**

12. **UNFINISHED BUSINESS**

13. **COUNTY ATTORNEY'S MATTERS**

- A) Consideration to approve an ordinance to amend Chapter 22 of the Code of Ordinances to establish a new Article V to be known as "Short-Term Rental Host License". *First Reading held September 10, 2024*

14. **EXECUTIVE SESSION**

15. **PUBLIC FORUM**

16. **ANNOUNCEMENTS**

- A) The next regularly scheduled County Commission Meeting is **Tuesday, October 8, 2024 at 6:00pm.**

17. **ADJOURNMENT**

AGENDA MAY CHANGE WITHOUT NOTICE

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

Persons with special needs relating to handicapped accessibility or foreign language interpretation should contact the ADA Coordinator at 229-759-6000 or through the Georgia Relay Service 800-255-0056 (TDD) or 800-355-0135 (voice).

This person can be contacted at the T. Page Tharp Building in Leesburg, Georgia between the hours of 9 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, September 10, 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 Lee County Board of Commissioners met in a work session on Tuesday, September 10, 2024. The meeting was held in the Opal Cannon Auditorium of the Lee County T. Page Tharp Governmental Building in Leesburg, Georgia. Those present were Chairman Luke Singletary, Vice-Chairman Chris Guarnieri, Commissioner Dennis Roland, Commissioner Billy Mathis, and Commissioner George Walls. Staff in attendance were County Manager Christi Dockery, County Clerk Kaitlyn Good, and County Attorney Jimmy Skipper. The meeting was also streamed on Facebook Live. Chairman Singletary called the meeting to order at 6:00 PM.

1. **CALL TO ORDER**

2. **INVOCATION**

A) Pastor Lee Smith, First Methodist Church of Leesburg, to lead the invocation.

Pastor Smith led the invocation.

3. **PLEDGE OF ALLEGIANCE**

4. **APPROVAL OF MINUTES**

A) Consideration to approve the minutes from the Special Called Joint Meeting held August 27, 2024 with officials from the City of Leesburg and the City of Smithville.

Commissioner Roland made the **MOTION** to approve the minutes from the Special Called Joint Meeting held August 27, 2024 with officials from the City of Leesburg and the City of Leesburg. Commissioner Walls seconded the **MOTION**. The **MOTION** was unanimous with Commissioner Guarnieri and Commissioner Mathis voting yea.

B) Consideration to approve the minutes from the August 27, 2024 Board of Commissioners meeting.

Commissioner Roland made the **MOTION** to approve the minutes from the August 27, 2024 Board of Commissioners meeting. Commissioner Guarnieri seconded the **MOTION**. The **MOTION** was unanimous with Commissioner Mathis and Commissioner Walls voting yea.

5. **CONSENT AGENDA**

6. **NEW BUSINESS**

7. **PUBLIC HEARING**

- A) **Lanier Engineering, LLC. (Z24-012)** has submitted an application requesting to rezone a total of 14.862 acres, at the rear portion of the parcel, from R-1 (Single-Family Residential District) to C-2 (General Business District). The property owner is Trioxlor 1, LLC. The subject property is located at 3268 Palmyra Road, parcel number 040B009, in Land Lots 267 and 268 of the First Land District of Lee County, Georgia. **Staff and the Planning Commission recommended approval, with the following condition:** The proposed development must reduce impacts on the bordering freshwater pond (and wetlands, if identified) to the extent possible. Wetlands preservation affects the quality of life of residents by reducing flood hazard potential and maintaining water quality, which is critical to health and the economy.

Chairman Singletary opened the Public Hearing at 6:03PM

Assistant Planning Director Amanda Nava summarized the application, stating that this parcel is currently being used as commercial in the front and the applicant would like to extend the C-2 zoning to the back portion of the lot.

Commissioner Mathis discussed an issue with the language and asked what they would need to do to mitigate the issue with the water. Ms. Nava stated that that was placed in the staff report to let the Planning Commission know that it is a freshwater pond and to make sure the standards are followed for that. She stated that it does not have to be placed in the zoning. Commissioner Mathis stated that the language would need to be worked on.

Bobby Donley, Lanier Engineering, summarized this application stating that the pond does hold water, but it is Oxford's retention pond that sits on the backside of the property. He stated that they have gotten an approved plan from the state to do a retention pond expansion. Mr. Donley said that this zoning is to get the property in line with the way it is currently being utilized.

With no further comments from the Commissioners, staff or the public. Chairman Singletary Closed the Public Hearing at 6:08PM.

- B) **Lanier Engineering, LLC. (T24-002)** has submitted a request to amend **Chapter 70 of The Code of Ordinances of Lee County, Article VI, Section 70-196**, so as to amend the requirement for sewer system in the R-2 Multi-Family Residential District, to provide the option of private community septic systems as follows: **Public Water and sewer shall be required. In the event that accessibility to such is not available, the development shall have access to a Public Water system and shall be served by a Private Sewage Management System approved by the Environmental Health Department or the Georgia Department of Natural Resources, Environmental Protection Division, whichever is applicable. Staff recommended denial and the Planning Commission recommended approval with a vote of 6-1.**

Chairman Singletary opened the Public Hearing at 6:09PM.

Assistant Planning Director Amanda Nava summarized this application. She stated that currently in the R-2 ordinance there is a requirement for public water and sewer. Lanier has proposed to take that portion out of the zoning text and replace it with the allowance for private water and sewer systems. Ms. Nava stated that based on the moratorium that the Commission placed recently, staff feels that this is an opportunity to do a collaboration to look at the R-2 zoning ordinance as a whole. She said staff has recommended denial so as to allow them more time to clean up the entire R-2 ordinance instead of making small changes that will not just affect one specific property, but all existing and

future R-2 properties. The Planning Commission recommended approval; however, they changed the wording from what the applicant proposed.

Bobby Donley, Lanier Engineering, and Jason Wiggins, applicant, discussed this application. Mr. Donley stated that this application is different since it was filed as a zoning application being a text amendment. He said that while looking into an R-2 development project, they submitted the application and staff review pointed out that one of the requirements was that public water and public sewer shall be required. Mr. Donley said before submitting the application they were aware of the moratorium and capacity for the sewers. The owner and developer then started looking at other options that wouldn't add stress to the sewer system. The property is around 1,000 feet from the sewer. One of the first things they looked at was a pump station and connecting to sewer, but with the capacity, they decided to go with another option and began looking at individual shared onsite private systems.

Mr. Donley stated they consulted with an engineer that does this work and discussed how it would be an intensive soil study, which could be around \$30-40k. They decided to look at zoning first and met with staff to discuss their options. Mr. Donley stated that direction was given that the better option would be a text amendment, which was then submitted prior to the R-2 moratorium being adopted by the Board. He stated that at the Planning Commission meeting one of the main reasons for their recommendations was the previous wording, as it made it sound like an individual on-site system would be allowed even if sewer was available. The private on-site system would only be allowed if no sewer access was available.

Commissioner Roland asked how many houses could be put on this system. Mr. Wiggins stated that a part of the soil study was to see how much it would be able to handle with the system that is planned. He added that this would be a fifty-five and older community. They went in the direction of this community due to the school capacity they were made aware of. He said that Mr. Donley has already completed some preliminary engineering work, but they still need to complete the extensive test to see how many units can be placed. Their proposed drainfill is close to 15 acres, with a portion of this acreage being allotted for redoing the drainfill in the future. Commissioner Walls asked if this development would be off of Lovers Lane Road. Mr. Donley said that it would be off of Forrester Parkway and Lovers Lane Road. Commissioner Walls stated that he heard this development would be around 478 houses. Chairman Singletary said that there is a portion of the development that is R-1 and is not part of the septic system. Mr. Wiggins clarified that the portion is 3/4 lot with septic and county water. Commissioner Guarnieri asked if they would be building single family homes first and then move to the rest of the project. Mr. Donley said that they will and have submitted the full plans, they are working to get Phase I of the single family homes started. The max total units, including single family homes, is 350.

Commissioner Walls asked for clarification regarding this being zoned R-1 but being shown as R-2. Mr. Donley stated that it is R-1 but a zoning application was submitted for R-2, which initiated this possible text amendment. Commissioner Walls asked if they would be selling or renting the units, to which Mr. Donley replied that it would be a mix of both. This project will be a \$15 million to \$20 million development. Commissioner Roland asked if there are many of these systems in Georgia. Mr. Donley said that they are seeing more of these as many people are trying to get away from gravity sewer systems and treatment plant capacities. Each house would have its own advanced septic tank, but would have a shared drainfill. Mr. Wiggins stated that this is regulated, the whole process from start to finish could be over a million dollars just for this system. Commissioner Walls asked if they are discussing having a lift station at each apartment. Mr. Donley stated they would have a septic tank and a pump that would go to a common shared drainfill, this would be on Utility Authority water but not on the sewer. Commissioner Walls stated that he does not like the current R-

2 ordinance. Commissioner Mathis stated that staff has been talking about rewriting this for a while and this seems like the perfect opportunity to do it. He said he believes they should follow staff recommendation and allow them time to rewrite the entire ordinance.

Mr. Wiggins said that they have been working towards this for three years and, based off recommendations, they felt they were headed in the right direction. They had talked about tying into the sewer, but the capacity is not there, which is why they have gone this route. Mr. Wiggins asked what the process of rewriting the ordinance would look like. Commissioner Mathis said that the staff would put it together and get it to the Board. Interim Planning Director Joey Davenport said that they are looking at having a study done, and the process may take a few months. Chairman Singletary asked what the timeline is for this project. Mr. Donley stated that it would be done in phases; the timeline started mid-May when they submitted the application. Mr. Wiggins stated that this is an extensive process due to time and studies. In a perfect world, they would move from one project to the next.

With no further comments from the Commissioners, staff or the public. Chairman Singletary closed the Public Hearing at 6:30PM.

8. DEPARTMENTAL MATTERS

A) Public Works - Consideration to award the bid for the five (5) year lease of a Track Excavator.

Commissioner Mathis asked if they could go ahead and approve the lowest bid for all of them instead of individually. Chairman Singletary stated that there is one bid that Public Works Director Mike Sistrunk may need to discuss. Mr. Sistrunk informed the Board that for one piece of equipment, the lowest bid was for 3,000 hours; however, Yancey was around \$200.00 higher but their bid is for 5,000 hours. He stated that the front loaders play a very big role in what Public Works does every day, and the extra hours would be very helpful for them. Chairman Singletary clarified with Mr. Sistrunk that it was his recommendation to go with Yancey for all four bids. County Manager Christi Dockery noted that these are budgeted, but the prices did go up since it has been five years since this was last put out for bid. All bid awards were made in one motion.

Commissioner Mathis made the **MOTION** to award the bid for the five (5) year lease of a Track Excavator to Yancey CAT for a cost of \$2,780.65 per month. Commissioner Roland seconded the **MOTION**. The **MOTION** was unanimous with Commissioner Guarnieri and Commissioner Walls voting yea.

B) Public Works - Consideration to award the bid for the seven (7) year lease of a Motorgrader.

Commissioner Mathis made the **MOTION** to award the bid for the seven (7) year lease of a Motorgrader to Yancey CAT for a cost of \$3,064.92 per month. Commissioner Roland seconded the **MOTION**. The **MOTION** was unanimous with Commissioner Guarnieri and Commissioner Walls voting yea.

C) Public Works - Consideration to award the bid for the five (5) year lease of a larger Front End Loader.

Commissioner Mathis made the **MOTION** to award the bid for the five (5) year lease of a larger Front End loader to Yancey CAT for a cost of \$3,445.51 per month. Commissioner Roland seconded the **MOTION**. The **MOTION** was unanimous with Commissioner Guarnieri and Commissioner Walls voting yea.

D) Public Works - Consideration to award the bid for the five (5) year lease of a smaller Front End Loader.

Commissioner Mathis made the **MOTION** to award the bid for the five (5) year lease of a smaller Front End Loader to Yancey CAT for a cost of \$3,159.52 per month. Commissioner Roland seconded the **MOTION**. The **MOTION** was unanimous with Commissioner Guarnieri and Commissioner Walls voting yea.

9. CONSTITUTIONAL OFFICERS & GOVERNMENTAL BOARDS/AUTHORITIES

10. COUNTY MANAGER'S MATTERS

A) Updates on County projects.

County Manager Christi Dockery discussed ongoing projects in the County, including: (1) Georgia Department of Transportation's bridge replacement project on Smithville Road will be from October 2024 to around March 2025; there will be a marked detour; (2) Georgia Department of Transportation is continuing to work on the Westover Extension project with plans to be completed by December 2024; (3) park projects are nearing completion and are only still awaiting picnic tables and sunshades; all three parks are open to the public and are being enjoyed; and (4) the new GIS director, Kacee Smith, is doing a great job and is currently working on several projects.

B) Consideration to adopt a resolution authorizing the Southwest Georgia Regional Commission to apply for rural transit 5311 funds through the Georgia Department of Transportation.

Commissioner Roland made the **MOTION** to adopt a resolution authorizing the Southwest Georgia Regional Commission to apply for rural transit 5311 funds through the Georgia Department of Transportation. Commissioner Guarnieri seconded the **MOTION**. The **MOTION** was unanimous with Commissioner Mathis and Commissioner Walls voting yea.

C) Consideration to adopt the updated speed limit ordinance, Chapter 66. Traffic and Vehicles, Article III. Speed Zones, drafted for the purpose of approving the use of speed detection devices on said roadways, as reviewed by the Georgia Department of Transportation.

Chairman Singletary stated this was sent to the Georgia Department of Transportation in April 2022 and staff has just received it back with the requested changes. It looks to be a very extensive list of roads but is needed for the Sheriff's Office radar permit.

Commissioner Mathis made the **MOTION** to adopt the updated speed limit ordinance, Chapter 66. Traffic and Vehicles, Article III. Speed Zones, drafted for the purpose of approving the use of speed detection devices on said roadways, as reviewed by the Georgia Department of Transportation. Commissioner Roland seconded the **MOTION**. The **MOTION** was unanimous with Commissioner Guarnieri and Commissioner Walls voting yea.

D) Consideration to approve lighting agreements with Georgia Power for Main Street.

County Manager Christi Dockery stated that representatives from Georgia Power were present as Georgia Power provided various options for the Board to consider. Commissioner Mathis asked what staff recommended. Ms. Dockery stated that if the Board would like to be in unison with the City of Leesburg, they are doing the Hartsfield Globe lighting, which is the option consisting of a \$20,000 prepayment and \$154 monthly charge.

Commissioner Mathis made the **MOTION** to table the lighting agreements with Georgia Power for

Main Street. Commissioner Roland seconded the **MOTION**. The **MOTION** was unanimous with Commissioner Guarnieri and Commissioner Walls voting yea.

11. **COMMISSIONER'S MATTERS**

- A) Consideration to approve the First Amendment to the Intergovernmental Contract for the Joint Provision of Services with the City of Albany.

County Attorney Jimmy Skipper summarized the terms for this contract. He stated that there were problems with payment; however, the City of Albany has now paid and is up to date. The City has requested to continue permitting. Mr. Skipper noted that between now and the end of the year, they will be working to find a permanent solution to this amendment. The current proposed amendment is to extend the existing agreement to December 31, 2024. Mr. Skipper noted that if this contract expires, the \$0.94 per linear foot will still be collected. This would allow them to put in applications for the next three months to fiber optic or natural gas. Mr. Skipper stated that the contract states the County and City are to work in good faith to work out a long-term solution. There is also a provision provided to limit the number of applications per week to give Building Inspection more time to review and process.

Commissioner Mathis made the **MOTION** to approve the First Amendment to the Intergovernmental Contract for the Joint Provision of Services with the City of Albany. Commissioner Guarnieri seconded the **MOTION**. The **MOTION** was unanimous with Commissioner Roland and Commissioner Walls voting yea.

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

County Manager Christi Dockery stated that each commissioner would receive around \$1.1 million for road projects and some have submitted roads for consideration. She stated that they can create a list based on what has been submitted and the Commission can decide if they would like to reduce or add anything, but she just wanted to be clear on the submissions. Chairman Singletary clarified the amount under LMIG and that they need to work on selecting roads for that application submission. Ms. Dockery stated that with SPLOST, TSPLOST, LMIG, and LRA funds, there is approximately \$6 million available for road projects. Chairman Singletary said for the Board to come up with roads they would like to submit. Commissioner Mathis asked for staff to make it equitable for each district.

12. **UNFINISHED BUSINESS**

13. **COUNTY ATTORNEY'S MATTERS**

- A) Consideration to approve an ordinance to amend Chapter 22 of the Code of Ordinances to establish a new Article V to be known as "Short-Term Rental Host License". *FIRST READING*

Chairman Singletary stated that this would include VRBO, AirBNB, and other short-term rental sites. County Manager Christi Dockery stated that the County has collected approximately \$21,000 this year in hotel/motel taxes. Chairman Singletary stated that AirBNB, VRBO and short-term rental sites do pay us, but there is nothing to tie it back to, as we can't control who is using these sites. County Attorney Jimmy Skipper discussed possible concerns with these short-term rentals stating that the plan is to set up a process to do a short-term rental, including the necessity of a permit. If the Board adopts the ordinance then there will be a resolution including the amount of the permit, limits to the number of people, and allowed enforcement. This will become effective on the first day of the month after the resolution is adopted. There are penalties for violations, such as renters can lose their license and possibly being sent to Magistrate Court.

Mr. Davenport said that they are looking for feedback on what the Board liked versus didn't like about what was presented, then staff will work on the ordinance as needed. Mr. Skipper added that one of the provisions that defines occupant load is the limit of two persons per bedroom plus two additional persons.

14. **EXECUTIVE SESSION**

15. **PUBLIC FORUM**

Sam Johnson - Discussed the cost to grade Old Leslie Road and suggested putting that money towards paving.

Chairman Singletary stated that it cost \$1.1 million per mile to pave a dirt road.

Paul Clayton - Discussed the state of Old Leslie Road.

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 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.

B) The next regularly scheduled Board of Commissioners meeting will be held **Tuesday, September 24, 2024 at 6:00pm**.

17. **ADJOURNMENT**

The meeting was adjourned at 6:53PM.

CHAIRMAN

ATTEST:

COUNTY CLERK



LEE COUNTY BOARD OF COMMISSIONERS
 T. PAGE THARP GOVERNMENTAL BUILDING
 102 STARKSVILLE AVENUE NORTH, LEESBURG, GEORGIA 31763

Thursday, September 12, 2024 AT 6:00 PM

T. PAGE THARP BUILDING
 OPAL CANNON AUDITORIUM

WWW.LEE.GA.US

MEETING MINUTES
 Special Called Meeting

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 Lee County Board of Commissioners met in a special called meeting on Thursday, September 12, 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 Singletary, Vice-Chairman Chris Guarnieri, Commissioner Dennis Roland, and Commissioner George Walls. Staff in attendance were County Manager Christi Dockery, County Clerk Kaitlyn Good, and Tax Commissioner Wendy David. Commissioner Billy Mathis and County Attorney Jimmy Skipper were absent. The meeting was also streamed on Facebook Live. Chairman Singletary called the meeting to order at 6:00 PM.

1. **CALL TO ORDER**

2. **PUBLIC HEARING**

- A) A Public Hearing will be held to set the millage rate.
Consideration to adopt a resolution to set the 2024 millage rate.

Chairman Singletary opened the Public Hearing at 6:00pm.

With no comments or questions from the public, staff, or Board members, Chairman Singletary closed the Public Hearing at 6:02pm.

Commissioner Roland made the **MOTION** to adopt a resolution to set the 2024 millage rate. The **MOTION** was seconded by Commissioner Walls. The **MOTION** passed with Commissioner Guarnieri and Chairman Singletary voting yay.

3. **PUBLIC FORUM**

4. **ANNOUNCEMENTS**

- A) 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.
- B) The next regularly scheduled County Commission Meeting is **Tuesday, September 24, 2024 at 6:00pm**.

5. **ADJOURNMENT**

The meeting adjourned at 6:04PM.

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, September 24, 2024

Please recognize the following employees for their years of service to Lee County:
5 years: Eric Graham – PT Firefighter
5 years: Henry Barfield – Lieutenant Firefighter/EMTA
5 years: Joseph Stodola – Firefighter/Paramedic



LEE COUNTY
Planning Department
Lee County, Georgia
Zoning Staff Report

DATE: 9/5/2024

APPLICATION TYPE: Zoning Application

APPLICANT: Lanier Engineering, LLC. for
Trioxlor 1, LLC.

REQUESTED ACTION: Rezoning from R-1
to C-2



PURPOSE: The applicant wishes to rezone the rear portion of their property.

LOCATION OF PROPERTY: Land Lots 267 and 298, frontage on Palmyra Road

PARCEL SIZE: 14.862 Acres

EXISTING CONDITIONS:

Present Zoning and Use of Property: C-2 and R-1 - Present use is Commercial
(Pac Van Storage Container Rentals)

Adjacent Zoning/Use:

North— R-1

South— R-1

East— C-2

West— R-1

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

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

Planning Commission (public hearing): Thursday, September 5th at 6:00pm
County Commission (public hearing): Tuesday, September 10th at 6:00pm
County Commission (voting session): Tuesday, September 24th at 6:00pm

STAFF RECOMMENDATION:

Staff recommends **conditional approval** of the zoning application to change the zoning of the subject area from R-1 to C-2 based on the following factors. Per the Lee County Comprehensive Plan, the subject area is designated as a mix of residential and commercial nodes in south Lee County near Albany in the Comprehensive Plan's future land use map. Per Lee County GIS, the eastern portion of the subject area borders a freshwater pond of nearly 1 acre in size. The subject property is adjacent to R-1 property to the west, north, and south and C-2 property to the east. According to Lee County GIS, the applicants also own the C-2 property to the east of the subject property which has road frontage on Palmyra Road.

If the application is approved, then planning staff recommends the following conditions. The proposed development must reduce impacts on the bordering freshwater pond (and wetlands, if identified) to the extent possible. Wetlands preservation affect the quality of life of residents by reducing flood hazard potential and maintaining water quality, which is critical to health and the economy.

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

Current Zoning: R-1

Proposed Zoning: C-2

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

- a. Any retail or service establishment.
- b. Wholesale stores, storage buildings, warehouses, distributing plants, freezers and lockers.
- c. Commercial greenhouses and nurseries.
- d. Adult entertainment establishments provided all requirements of the county adult entertainment ordinance are met.
- e. Indoor shooting ranges provided all applicable federal, state and local government requirements are met.
- f. Churches, provided that the proposed site is not less than three acres, and a complete site development plan is submitted with the application for a building permit.
- g. Clubs and fraternal organizations operating not for profit.
- h. Hospitals, medical offices, and freestanding ancillary healthcare service providers.
- i. Nursery schools, kindergartens or day care facilities provided all state licensing requirements are met
- j. Mortuaries
- k. Family personal care homes (two to six residents); group personal care homes (seven to 15 residents); and congregate personal care homes (16+ residents).
- l. Child-welfare facility (16+ residents).
- m. Sanitariums and nursing homes.

PLANNING CONSIDERATIONS:

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

Development under the proposed C-2 zoning is suitable with respect to the use, development, and zoning of the western adjacent properties which are also zoned C-2 and generally developed as a central business district.

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

The value of the subject property is anticipated to be somewhat affected if the existing zoning is retained as R-1 zoning which would allow residential development may result in an increase to the property value, however this is not likely as the only road frontage is on the Eastern property line where it is already zoned C-2.

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

Denial of the rezoning request and preserving the existing R-1 zoning would not result in gains to public health, safety, and general welfare as a result of encouraging R-1 development where there is no road frontage, with the exception of a 100 foot right of way owned by the city of Albany.

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

The subject property is developed land with a commercial business. Land in the vicinity of the property has experienced commercial development, and there is basic road infrastructure in the area that has provided access and road frontage for residential development in the past.

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

The proposed zoning is not expected to cause excessive or burdensome use of existing and nearby streets, transportation facilities, utilities, schools, police protection, fire protection, public health facilities or emergency medical services due to the already existing C-2 properties nearby in a commercial corridor.

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

Per the Lee County Comprehensive Plan, the subject area is designated as Commercial in the Comprehensive Plan's future land use map where there are

commercial nodes in southern Lee County near Albany. Per Lee County GIS, the eastern portion of the subject area borders a wetland, specifically a freshwater pond of 0.96 acres. In general, the future land use plan for the physical development of the area describes a mix of commercial and residential nodes on either side of Palmyra Road in southern Lee County.

- 7. Is the subject property well suited for the proposed zoning purpose?**
The subject property is likely suitable for commercial development supported by the eastern adjacent property which is zoned C-2 and has frontage on Palmyra Road, an arterial road of the central business district.
- 8. Will the zoning proposal adversely affect the existing use or usability of adjacent or nearby property?**
The proposed C-2 zoning would not be expected to adversely affect the existing residential use of adjacent and nearby property to the north, west, and south as all property are adjacent or in close proximity to the commercial corridor on Palmyra Road.
- 9. Does the subject property have a reasonable economic use as currently zoned?**
As currently zoned R-1, there are a potential uses for the subject property that would provide some economic value to the property owner. Allowable R-1 uses that are permitted for this property include single-family homes, zero lot-line housing, accessory buildings, churches, home occupations, gardens, or a family personal care home. However, the property as R-1 would not have road frontage and would be accessible only through a right-of-way to the east.
- 10. Are there other existing or changing conditions affecting the use of development of the subject property which give supporting grounds for either approval or disapproval of the zoning proposal?**
The property to the east of the subject property is zoned C-2, and per Lee County GIS, also owned by the applicants. The eastern adjacent property to the subject property has generous road frontage on Palmyra Road and is part of the central business district.
- 11. Would the change create an isolated district unrelated to the surrounding districts, such as “spot zoning”?**
The proposed zoning would not be considered spot zoning given the variety of C-2 and R-1 properties in close vicinity.
- 12. Are the present zoning district boundaries illogically drawn in relation to existing conditions in the area?**
The present zoning district boundaries are not illogically drawn based on the existing conditions of the area.

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

The change requested is not out of scale with the needs of the neighborhood area or the county in terms of C-2 zoning in general given the expressed need to increase small commercial nodes to bolster the tax base.

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

The proposed zoning is presumably being requested in order to make all of this applicant's property as C-2. Most likely, it is not impossible to find sites of similar size in districts already zoned to permit the proposed uses.

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

There could be an ecological impact resulting from commercial development that partially borders a freshwater pond. Should the zoning proposal be approved, all development guidelines would need to be carefully followed during the development process to ensure proper environmental testing took place. As the Lee County code notes, it is critical to protect floodplains, wetlands and streams in order to protect environmental resources which in turn impact the quality of life and health of the community.



LEE COUNTY
CITY OF LEESBURG
CITY OF SMITHVILLE

ZONING APPLICATION

Owner: Trioxlor 1, LLC
Address: 3200 Palmyra Road, Albany, GA 31701

Daytime Phone #: 229-883-3232 Email: jgriffith@oxfordconstruction.com

Address or location of the property: 3268 Palmyra Road

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

Present Zoning R-1 Present Use of Property: commercial

Proposed Zoning: C-2 Proposed Use of Property: commercial

267 & 268 Land Lot Number 1st Land District 14.862# of Acres

The subject property is described as follows:
rear portion of Parcel ID 040B009

ALSO ATTACH: (18 COPIES REQUIRED) Plat of property, including vicinity map

Legal description Containing Metes and Bounds

DISCLOSURE

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

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

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

WITNESS Beth Pellock

OWNER [Signature]

DATE 7/26/24

DATE 7/26/24

Application Fee: ^{\$}2,100.00 Date Paid: 7/26/24 Received by: Kara Hanson

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: bdonley@lanier-engineering.com

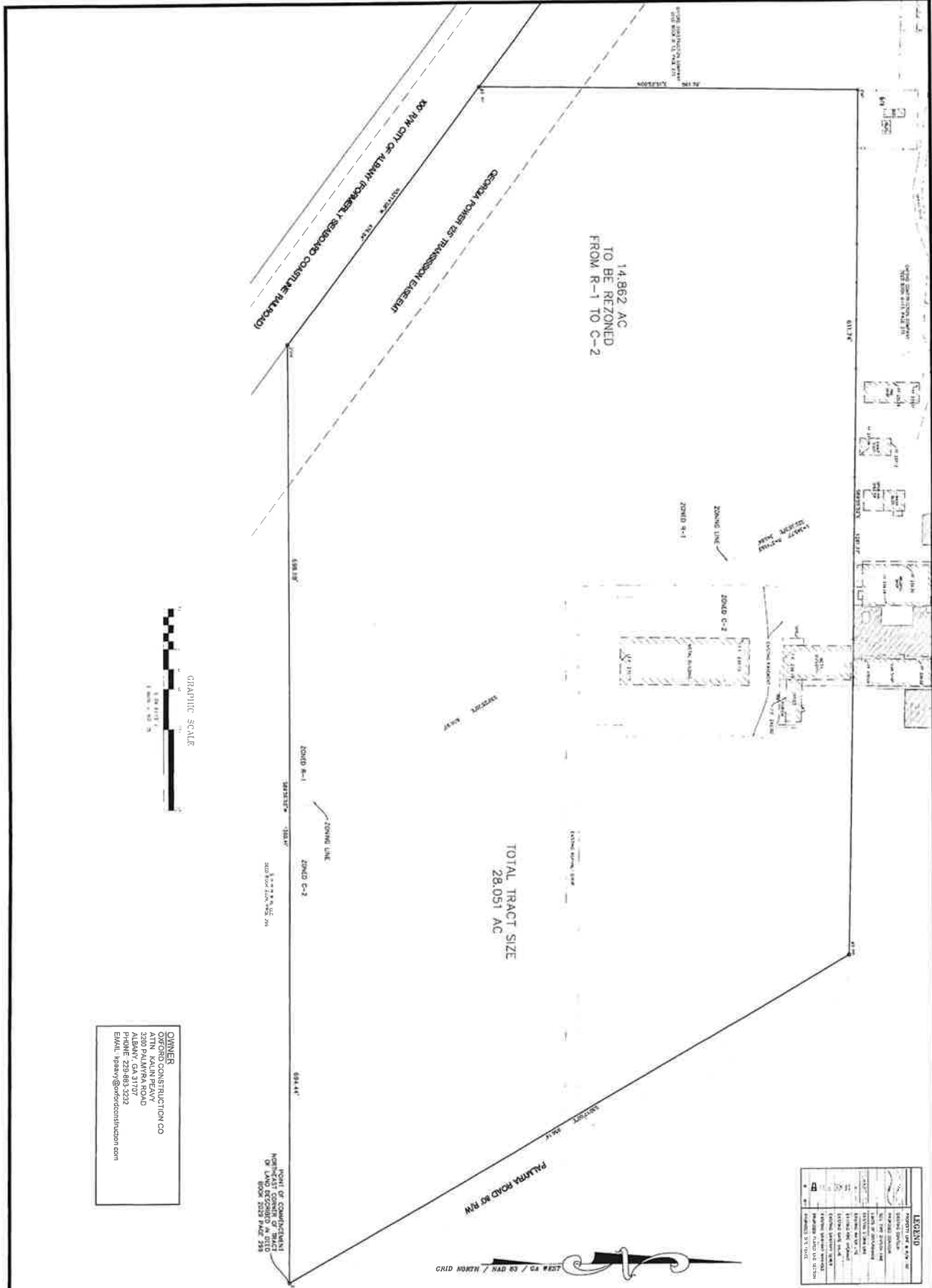
**LEGAL DESCRIPTION
PROPERTY OF OXFORD CONSTRUCTION CO.
TO BE REZONED FROM R-1 TO C-2**

All that certain tract or parcel of land situate lying and being part of Land Lots 267 and 268 of the First Land District, Lee County, Georgia and being more particularly described as follows:

Commence at the Northeast corner of the tract of land owned by SHHH&H, LLC as described in Deed Book 2029, Page 299 in the public records of Lee County, Georgia and go South 89 degrees 56 minutes 50 seconds West a distance of 694.44 feet to a point which is the Point of Beginning

From this Point of Beginning continue South 89 degrees 56 minutes 50 seconds West a distance of 696.88 feet; go thence North 53 degrees 14 minutes 08 seconds West a distance of 476.84 feet; go thence North 00 degrees 52 minutes 51 seconds East a distance of 561.79 feet; go thence South 89 degrees 05 minutes 52 seconds East a distance of 611.74 feet; go thence around a curve to the left having a radius of 3741.63 feet and a length of 345.77 feet, the chord being South 25 degrees 35 minutes 31 seconds East a distance of 345.64 feet; go thence South 30 degrees 25 minutes 20 seconds East a distance of 608.97 feet to a point which is the Point of Beginning.

SAID TRACT TO BE REZONED CONTAINS 14.862 ACRES



REZONING DRAWING

OXFORD CONSTRUCTION CO.

3208 PALMYRA ROAD
PART OF LAND LOT 267 AND 266, FIRST LAND DISTRICT
LEE COUNTY, GEORGIA
SCALE: 1"=60' / DATE: JULY 26, 2004

LANIER ENGINEERING INC.
CIVIL ENGINEERS • SURVEYORS
1504 W. THIRD AVENUE ALBANY, GEORGIA 31707
(229) 438-0522 FAX (229) 438-0021

OWNER
OXFORD CONSTRUCTION CO
ATTN: KALIN PEAVY
3208 PALMYRA ROAD
ALBANY, GA 31707
PHONE: (229) 438-0522
EMAIL: kpeavy@oxfordconstruction.com

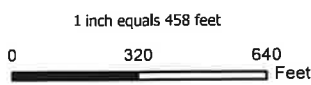
DATE: 07/26/04
BY: JN
CHECKED BY: JN
APPROVED BY: JN

Zoning - 3268 Palmyra Rd



Legend

- AddressPoints
- Parcel Level Zoning
- Building



DISCLAIMER
 All information available should be used for reference only and should not be considered a legal document. Lee County, GA makes no claims and no warranties concerning the validity or accuracy of the GIS data presented on this map. At any given time data/and or information may not reflect recent changes.

User: KSmith
 Date Exported: 08/30/24



LEE COUNTY
Planning Department
Lee County, Georgia
Zoning Staff Report

DATE: 9/5/2024

APPLICATION TYPE: Zoning Application

APPLICANT: Lexwig, LLC.

REQUESTED ACTION: Text Amendment to R-2 Statement of Purpose (Sec. 70-196) of the Lee County Zoning Ordinance. This request is for a text amendment to the zoning ordinance and not for a specific property.

PURPOSE: The applicant proposes a zoning text amendment to remove the requirement for public water and sewer for housing development in R-2 zoning and replace it with the following wording: “The development shall have access to a Public Water system or shall be served by a Private Water System approved by the Georgia Department of Natural Resources, Environmental Protection Division. The development shall also have access to a Public Sanitary Sewer system or shall be served by a Private Sewage Management System approved by the Environmental Health Department or the Georgia Department of Natural Resources, Environmental Protection Division; whichever is applicable.”

LOCATION OF PROPERTY: As a zoning ordinance text amendment, the area of applicability is countywide, considering all existing R-2 zoned properties as well as properties that may be rezoned to R-2 in the future.

PARCEL SIZE: Not applicable to text amendment application.

EXISTING CONDITIONS: Not applicable to text amendment application.

Available Public Services: Information about available public services at a specific property is not applicable to a text amendment that would modify regulations with countywide application. The proposed text amendment concerns availability of public services in general.

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

Planning Commission (public hearing): Thursday, September 5th at 6:00pm
County Commission (public hearing): Thursday, September 10th at 6:00pm
County Commission (voting session): Thursday, September 24th at 6:00pm

STAFF RECOMMENDATION:

Staff recommends **denial** of the zoning application requesting a text amendment to remove the requirement for public water and sewer for development in the R-2 district based on the following factors:

- The proposed text amendment has potential to contribute to an excessive or burdensome use of existing streets, transportation facilities, utilities, schools, police protection, fire protection, public health facilities or emergency medical services.
- The proposed text amendment is not in conformity with the policy and intent of the Lee County Comprehensive Plan.
- The proposed zoning text amendment is not in keeping with the needs of the county as a whole.
- There are several existing R-2 zoned properties in Lee County (including Leesburg and Smithville) that could be developed with R-2 density housing and that have access to public water and sewer.
- And private sewer systems serving multi-family residential developments, as would be allowed with the proposed text amendment, can cause significant negative environmental impacts through the contamination of surface waters and ground waters if not managed properly.

If the application and proposed text amendment is approved by the Board of Commissioners, then planning staff recommends adding a condition that approval of a Public Water System and/or Private Sewage Management System for any specific R-2 site and development shall be required from the Lee County Board of Commissioners as well as the Georgia Department of Natural Resources, Environmental Protection Division and the Lee County Environmental Health Department.

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

Current Zoning: Not applicable.

Proposed Zoning: Text amendment to the R-2 district.

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

The applicant, through a proposed zoning text amendment, wishes to remove the requirement for public water and sewer connection for residential development in R-2.

PLANNING CONSIDERATIONS:

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

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

Dependent upon the specific property.

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

Dependent upon the specific property.

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

Dependent upon the specific property.

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

The proposed zoning text amendment would be expected to make R-2 development, and specifically multi-family housing development as allowed within R-2 zoning, a possibility in areas of Lee County where it is currently not possible due to lack of public water and/or sewer infrastructure. If public sewer and water is no longer required for development within R-2, then R-2 rezoning and development could take place across more of the county which could prompt population growth, impact existing streets and transportation facilities, impact schools, and impact police protection, fire protection, public health facilities and emergency medical services.

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

In the case of a proposed zoning text amendment that would apply to any R-2 zoning, the area in question means anywhere in unincorporated Lee County. The Lee County Comprehensive Plan discusses a goal of efficient land use for the unincorporated county. Among the suggested policies includes “[using] land efficiently to avoid the costs and problems associated with urban sprawl” and to “maximize the use of existing infrastructure and minimize the costly conversion of undeveloped land in rural parts of the county” (p. 13). The proposed zoning text amendment would be expected to have the impact of supporting higher density housing development across a broader area of the county, as opposed to only in areas served by public water and sewer which are also areas more readily served by other community infrastructure and services. Thus, the proposed text amendment is not in conformity with the policy and intent of the Lee County Comprehensive Plan.

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

Not applicable

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

Not applicable

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

Property specific

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

Property specific

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

Property specific

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

Property specific

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

The Lee County Comprehensive Plan discusses a goal of efficient land use in unincorporated Lee County which includes maximizing the use of existing infrastructure and minimizing the costly conversion of undeveloped land in rural parts of the county. This effectively discourages higher density development in areas where necessary supportive infrastructure is not available, and supports higher density development where infrastructure, such as public water and sewer as well as roads and public safety services, can be readily extended and provided. Considering this goal of efficient land use relative to infrastructure, the proposed zoning text amendment to change regulations to make R-2 density residential development a possibility anywhere in the county is not in keeping with the needs of the county as a whole.

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

There are several existing R-2 zoned properties in Lee County (including Leesburg and Smithville) that could be developed with R-2 density housing and that have access to public water and sewer.

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

According to the EPA, private sewer systems can cause significant negative environmental impacts through the contamination of surface waters and ground waters with pathogens and chemicals that are harmful to human and environmental health. If private sewer systems are not managed properly, wastewater contaminants can enter drinking water sources, particularly private water systems drawing water from onsite well(s). Per the guidelines established by the Georgia Department of Health, “Local county boards of health and local county governments need to establish which areas within the county are suitable for on-site sewage disposal based on soil conditions and the sensitivity of the receiving environment.”

Georgia Department of Health, *Background and Use of Onsite Wastewater Treatment Systems in Georgia*: <https://dph.georgia.gov/environmental-health/onsite-sewage>

United States Environmental Protection Agency, *Septic System Impacts on Water Sources*: <https://www.epa.gov/septic/septic-system-impacts-water-sources>

Sec. 70-196. - Statement of purpose.

The R-2, multi-family residential district is designed to permit residential use of land with various types of multiple dwellings and related uses. For good accessibility, this district shall be located adjacent to arterial and/or collector roads as described in [chapter 38](#) of this Code. ~~Public water and sewer or shall be required.~~ ~~The development shall have access to a Public Water system or shall be served by a Private Water System approved by the Georgia Department of Natural Resources, Environmental Protection Division. The development shall also have access to a Public Sanitary Sewer system or shall be served by a Private Sewage Management System approved by the Environmental Health Department or the Georgia Department of Natural Resources, Environmental Protection Division; whichever is applicable.~~ Any developments in this district shall be designed to complement adjacent, existing or planned, single-family developments. Various types and sizes of residential accommodations, for ownership or rental, would thereby be provided to meet the needs of the different age and family groups in the community without overtaxing existing community facilities, utilities or services.

It is also the intention of this section to provide areas of sufficient size and allowing reasonable flexibility in design and orientation for the establishment of a structure or group of structures which include multiple dwellings designed in a planned unit development of more than one building on a given site. The requirements of area, height, bulk, and placement regulations, as they are usually applicable to individual buildings and individual lots of record would in certain cases of large scale development have results affording less protection to the public health, safety and welfare than if a measure of flexibility were permitted. The permitting of these planned unit developments as special and particular land uses can, in certain cases, increase the desirability and convenience to the residents or occupants of the planned unit development without causing adverse effects on adjoining properties. This type of development will permit a creative approach to residential development. A planned unit development will provide for an efficient use of land potentially resulting in more economical networks of streets and utilities thereby lowering housing and other land development costs as well as enhancing the appearance of neighborhoods through the preservation of natural features and the provision of recreation areas and open space.

In creating this zoning district the county intends to encourage home ownership; increase the variety of dwelling types in the housing market; and allow for innovative uses of real property which may not be suitable for development for other kinds of residential uses.

(Ord. of 12-2-2002, § 70-196)



LEE COUNTY
CITY OF LEESBURG
CITY OF SMITHVILLE

ZONING APPLICATION

Owner: LEXWIG, LLC , ATTN: JASON WIGGINS
Address: 801 TURNER FIELD ROAD, ALBANY, GA 31705

Daytime Phone #: 229-886-3270 Email: jwiggins@thecfamily.com

Address or location of the property: FORRESTER PARKWAY ALONG NORFOLK & SOUTHERN RR

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 N/A Present Use of Property: N/A

Proposed Zoning: N/A Proposed Use of Property: N/A

N/A Land Lot Number N/A Land District N/A # of Acres

The subject property is described as follows:
THIS REQUEST IS FOR A TEXT AMENDMENT TO THE ZONING ORDINANCE
AND NOT FOR A SPECIFIC PROPERTY

ALSO ATTACH: (18 COPIES REQUIRED) N/A Plat of property, including vicinity map

N/A Legal description Containing Metes and Bounds

DISCLOSURE

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

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

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

WITNESS Bob Pellock

APPLICANT
OWNER [Signature]

DATE 8/6/24

DATE 8/6/24

Application Fee: \$150.00 Date Paid: 8/6/24 Received by: Kara Hanson

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: BDONLEY@LANIER-ENGINEERING.COM

Applicant's Proposal

Sec. 70-196. - Statement of purpose.

The R-2, multi-family residential district is designed to permit residential use of land with various types of multiple dwellings and related uses. For good accessibility, this district shall be located adjacent to arterial and/or collector roads as described in [chapter 38](#) of this Code. ~~Public water and sewer or shall be required.~~ **The development shall have access to a Public Water system or shall be served by a Private Water System approved by the Georgia Department of Natural Resources, Environmental Protection Division. The development shall also have access to a Public Sanitary Sewer system or shall be served by a Private Sewage Management System approved by the Environmental Health Department or the Georgia Department of Natural Resources, Environmental Protection Division, whichever is applicable.** Any developments in this district shall be designed to complement adjacent, existing or planned, single-family developments. Various types and sizes of residential accommodations, for ownership or rental, would thereby be provided to meet the needs of the different age and family groups in the community without overtaxing existing community facilities, utilities or services.

It is also the intention of this section to provide areas of sufficient size and allowing reasonable flexibility in design and orientation for the establishment of a structure or group of structures which include multiple dwellings designed in a planned unit development of more than one building on a given site. The requirements of area, height, bulk, and placement regulations, as they are usually applicable to individual buildings and individual lots of record would in certain cases of large scale development have results affording less protection to the public health, safety and welfare than if a measure of flexibility were permitted. The permitting of these planned unit developments as special and particular land uses can, in certain cases, increase the desirability and convenience to the residents or occupants of the planned unit development without causing adverse effects on adjoining properties. This type of development will permit a creative approach to residential development. A planned unit development will provide for an efficient use of land potentially resulting in more economical networks of streets and utilities thereby lowering housing and other land development costs as well as enhancing the appearance of neighborhoods through the preservation of natural features and the provision of recreation areas and open space.

In creating this zoning district the county intends to encourage home ownership; increase the variety of dwelling types in the housing market; and allow for innovative uses of real property which may not be suitable for development for other kinds of residential uses.

(Ord. of 12-2-2002, § 70-196)

PLANNING COMMISSION RECOMMENDATION

Sec. 70-196. - Statement of purpose.

The R-2, multi-family residential district is designed to permit residential use of land with various types of multiple dwellings and related uses. For good accessibility, this district shall be located adjacent to arterial and/or collector roads as described in [chapter 38](#) of this Code. Public water and sewer or shall be required. **In the event that accessibility to such is not available, the development shall have access to a Public Water System and shall be served by a Private Sewage Management System approved by the Environmental Health Department or the Georgia Department of Natural Resources, Environmental Protection Division, whichever is applicable.** Any developments in this district shall be designed to complement adjacent, existing or planned, single-family developments. Various types and sizes of residential accommodations, for ownership or rental, would thereby be provided to meet the needs of the different age and family groups in the community without overtaxing existing community facilities, utilities or services.

It is also the intention of this section to provide areas of sufficient size and allowing reasonable flexibility in design and orientation for the establishment of a structure or group of structures which include multiple dwellings designed in a planned unit development of more than one building on a given site. The requirements of area, height, bulk, and placement regulations, as they are usually applicable to individual buildings and individual lots of record would in certain cases of large scale development have results affording less protection to the public health, safety and welfare than if a measure of flexibility were permitted. The permitting of these planned unit developments as special and particular land uses can, in certain cases, increase the desirability and convenience to the residents or occupants of the planned unit development without causing adverse effects on adjoining properties. This type of development will permit a creative approach to residential development. A planned unit development will provide for an efficient use of land potentially resulting in more economical networks of streets and utilities thereby lowering housing and other land development costs as well as enhancing the appearance of neighborhoods through the preservation of natural features and the provision of recreation areas and open space.

In creating this zoning district the county intends to encourage home ownership; increase the variety of dwelling types in the housing market; and allow for innovative uses of real property which may not be suitable for development for other kinds of residential uses.

(Ord. of 12-2-2002, § 70-196)

Family & Children Services Board of Lee County

District	Name & Address	Phone & Email	Term	Appointing Authority
1	Jennifer Goode 2173 State Hwy 195 Leesburg, GA 31763		5 Year Term Expiring on 06/30/2026	County
	VACANT		5 Year Term Expiring on 06/30/2026	County
2	Pastor Malden Batten 896 Lovers Lane Rd PO Box 281 Leesburg, GA 31763	tbatten@lee.ga.us	5 Year Term Expiring on 06/30/2026	County
5	Melissa Edmondson 139 Hartsfield Dr. Leesburg, GA 31763		5 Year Term Expiring on 06/30/2029	County
2	Dana Hager 726 Armena Road Leesburg, Georgia 31763	dana.hager@dph.ga.gov	5 Year Term Expiring on 06/30/2025	County

All members must be Lee County citizens.
Meetings are held on the fourth Tuesday of each month at 1:00 p.m. at
the DFACS Building at 121 Fourth Street in Leesburg-P.O. Box 145.

-
Bob Lee
Director

Email: robert.lee@dhs.ga.gov; Phone: (229) 759-3003; FAX: (229) 759-3004

-
Website: <http://dfcs.dhs.georgia.gov/>

- Staggered five year terms
- All members paid \$35.00/mthly



LEE COUNTY

Board of Commissioners

One of Georgia's original counties ~ Established in 1825

VOLUNTEER BOARD APPLICATION

Name: Heather Dutton
Street Address: 103 Ivey Green Trail
City, State, ZIP Code: Leesburg, GA 31763
Phone Number: _____
E-Mail Address: duttonfamily19@gmail.com
Board(s) Appointment Requested: Division of Family & Children Services (DFCS)

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

My qualifications and skills primarily stem from experience with the foster care system and adoption process through the state of Georgia as a former foster parent and now adoptive parent of three from foster care. The knowledge of this system and process gives me an ability to understand the requirements related to many of the programs under DFCS and more specifically the impact of these on individuals. Additionally, I work for an organization that assists with linking individuals with assistance programs and many of the state based programs under DFCS are core referral resources for patients. In my current role as Director of Grants and Compliance for a local health care entity, I am very well aware of the importance of compliance with regulatory agencies and corporate funding requirements.

Summarize your previous volunteer experience.

I am a former Special Olympics volunteer and was very active when the games were hosted in southwest Georgia many years previously.

I annually volunteer and support the Albany Marathon and have since it's inception.

I serve as a member of the Lee County Family Connection Collaborative (2019 - present).

I am the Board Treasurer for a local American Heritage Girls troop (which is a Christian-based leadership and character development program for girls ages 5-18 years).

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

Chairman
 Luke Singletary
 District 2

Vice-Chairman
 Chris Guarneri
 District 4

Commissioner
 Dennis Roland
 District 1

Commissioner
 Billy Mathis
 District 3

Commissioner
 George Walls
 District 5

County Manager
 Christi Dockery

County Attorney
 Jimmy Skipper

102 Starkville Avenue North
 Leesburg, Georgia 31763

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

www.lee.ga.us

Kaitlyn Good

Subject: FW: Position

From: James Vick <james.vick@cityoffleesburgga.com>

Sent: Wednesday, September 11, 2024 10:22 AM

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

Subject: Position

I would like to submit my interest in the available position for the DFACS Board. I am currently the Chief Investigator with the Leesburg Police Department and feel that a working relationship with DFACS would benefit both parties.

Get [Outlook for iOS](#)

Kaitlyn Good

Subject: FW: Lee County DFCS Board

From: Lee, Robert <Robert.Lee@dhs.ga.gov>
Sent: Wednesday, September 11, 2024 9:38 AM
To: Payton Harris <payton.harris@lee.ga.us>
Subject: Lee County DFCS Board

Good morning Ms. Harris,

James (Hank) Vick contact Lee County DFCS regarding his desire to fill the vacant position on our board. I think Mr. Vick would be a great addition to the board and support his appointment. Thanks!

Robert Lee
Region 10 County Director
Lee and Terrell Counties
Division of Family & Children Services
Georgia Department of Human Services
121 4th St. Leesurg, GA 31763
229.357.1166
robert.lee@dhs.ga.gov
dhs.ga.gov | [Twitter](#) | [Facebook](#) | [Instagram](#)



Jericho Design Group, LLC
208 Pirkle Ferry Road | Suite C | Cumming, GA 30040

August 28, 2024

Judge W. James Sizemore, Jr.
Christi Dockery, Lee County Manager
102 Starksville Avenue North
Leesburg, Georgia 31763
(229) 759-6000
Email: cdockery@lee.ga.us, wjsizemorej@gmail.com

Re: Proposal for Lee County Courthouse Addition

Dear Judge Sizemore and Ms. Dockery,

Thank you for the opportunity to provide this proposal for the Lee County Courthouse addition. Jericho Design Group, LLC (“Jericho”) is committed to collaboration and integration to produce the best outcomes. The following is a detailed description of the proposed planning services.

Location of the Project

We understand that the addition will be directly attached to the existing Lee County Courthouse.

Program Requirements and Cost Assumption:

The rough size of the addition is proposed to be 6K–8K SF range and the existing courthouse will be renovated for elevator access to the second floor.

Phase One will consist of a conceptual design and a cost estimate to confirm the scope and budget with the commissioners. The proposed budget is roughly \$4m.

Phase Two will consist of the development of drawings and specifications for the project. Jericho will assist Lee County in the bid process to select the General Contractor and Jericho will perform Construction Administration Services to review the work completed by the GC. We will prepare punchlists and assist in the closeout of the project.

General Understanding of the Priorities for the Project:

Below is a description of the priorities for the project.

1. An elevator to make the second floor courtroom accessible.
2. Additional large public restrooms to serve large jury pools and crowds during large calendar calls.
3. A second courtroom downstairs large enough to pick a jury (need gallery seating of around 150). Also a jury box, jury room with a restroom.
4. A second judge's chambers (with restroom) and a small secretary room. The Judge will have private access directly into the courtroom.
5. Witness/attorney meeting room.
6. Holding area for inmates (6-8 total inmates).



Description of Basic Services: Phase One Services

As-built / Conceptual Design Phase

This phase consisted of programming, planning and conceptual design drawings used for budgetary pricing. Jericho will produce a design for approval by owner and typically includes the following:

- Confirm measurements and prepare as-builts drawings of the existing courthouse building.
- We will attend (2) in person meetings with the client/owner's representative to refine project scope.
- We will coordinate with local authorities having jurisdiction concerning regulatory requirements.
- Deliverables include floor plans, renderings, and a rough order of magnitude cost estimate.

Phase Two Services

Schematic Design

This phase consists of schematic design drawings and documentation used for budgetary pricing and owner approvals. Jericho will produce a design for approval by Client and typically includes the following:

- Attend (2) meetings with the client (two additional teams meetings are included)
- Design space layout addressing the program from the phase one sketch
- Deliverables include floor plans, reflected ceiling plans, finish plans, elevations and notes/narratives.
- Fine tuning of budget and scope.
- Signoff of deliverables to move with further development of drawings.

Design Development

During this phase we will engage the engineers and consultants also to establish preliminary plans to show:

- Attend (2) meetings with the client (two additional teams meetings are included)
- Provide Dimension and Partition plans, Reflected Ceiling Plan, Equipment Plan, Millwork locations and elevations, preliminary mechanical, electrical & plumbing diagrams
- Scheduled progress meetings with client and consultants to discuss design
- Signoff on progress and make any changes requested to move into Construction/Bid Documents



Construction/Bid Documents

Based on the approved Design Development documents, JDG will prepare drawings and specifications detailing the project requirements for the construction of both building in coordination with all the consultants. Construction Documents to include:

- Attend (2) meetings with the client (two additional teams meetings are included)
- Finalize details for floor plan, details, door/window schedules
- Review of mechanical, plumbing and electrical plans and details according to the project scope.
- Design includes AV design for the new courtroom and security system design for the new areas of the building.
- Final interior and exterior finishes presented for approval
- Deliverable of drawings ready for permitting and bidding
- Signoff for acceptance of bidding documents and submission for permitting.

Construction Administration (CA) Phase

This phase will consist of construction coordination and general in-house administration of the project while it is under construction. This phase typically includes the following:

- Coordination of the project with the contractor.
- Issue additional supplementary or clarification drawings as necessary.
- Assist in responding to RFIs in bidding, submittal and shop drawing reviews, clarify documents and design intent, respond to construction RFIs
- Attend monthly OAC meetings (15 visits – 14 OAC and 1 punchlist), prepare punchlist. Punchlist verification to be by the construction manager.
- Basic Services Fees include (1) Visits for the Structural Engineer, (2) visits for MEP Engineers.

Special Consultants and Services NOT included:

- Detailed design for IT, data, intrusion detection, sound systems, public address or other telecom work. Design includes raceways, conduits and junction boxes for these systems. It is assumed that the owner has a IT consultant that will handle the cabling and design of these systems.
- Design for Interior signage except as required for code minimum compliance. (this is usually only for restrooms and exits). It is assumed that a vendor will do this design build.
- Design, selection and procurement of furniture, paintings, furnishings, storage shelving and any other items not affixed to the building.
- Changes to previously approved plans shall be subject to an add service depending on the degree of changes.
- Site surveying services are not included
- Hazardous materials testing, geotechnical testing, and or specific equipment design is not included.



Hourly Rate Schedule

Principal	\$250.00
Project Manager	195.00
Project Architect/Engineer	165.00
Interior Designer	145.00
Project Coordinator/Designer	90.00
Admin Support	80.00

The hourly rates set forth above are subject to change in accordance with Jericho's normal salary review process

Schedule for Services:

2-3 months to prepare Phase One design drawings & cost estimates
6-8 months to prepare Phase Two construction documents for the building
1-2 months for the bid phase
12 months for the construction phase

Compensation:

Phase One

Architectural Design/Programming/Planning	= \$19,200
Cost Estimates:	= \$6,500
Reimbursables	= \$500
Total Fees	= \$26,200

Phase Two

Architectural/Interior Design	
Civil Engineering & Landscape	
MEPFP Engineering	
LV/Security Design	
Cost Estimates (2):	= 7.75% of the Cost Estimate

Reimbursables	Included
Surveying & Geotech Testing	By Others

Reimbursable Expenses included in the lump sum amount are limited to inhouse printing and mileage during the design process. All drawing deliverables will be PDF files only. Any permit fees will be paid by the county.



Proposal Acceptance:

This proposal identifies the general parameters, scope and proposed fees for our services. If you find this proposal acceptable, please sign below indicating your approval.

Proposed by:

Thanks so much!

Doug Shaw
Managing Member
678 983 5992 | Mobile
dshaw@jericho-design.com

This undersigned agrees to the scope and fees quoted in this proposal. The fees quoted for the Scope of services are valid for 60 days from date of the proposal.

Authorized Signature

Date



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: $\frac{3}{4}$ 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

Updated: September 19, 2024

- 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
- 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
- Lee County Utilities Authority Water & Sewer Improvements
- New Jerusalem Grove Baptist Church – Smithville
- Oakland Express convenience store – US Hwy 82
- Oxford Business Park
- Seven Brew – US Hwy 82
- Two (2) Proposed Package Stores –US Hwy 82
- Gas Station – US Hwy 82

DeSoto Solar Project

- DeSoto II and the DeSoto III are both operational
- 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 held Wednesday, August 21, 2024

GIS

- Implemented Pictometry
- GIS Manager Kacee Smith started working August 26, 2024

Road Layer

- Including road width, length, and speed limits

Utilities Mapping Project

- Purpose: To map all utilities in Lee County
 - Reviewing drawings to gather information. 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

Pavement Section Mapping Project

- Purpose: To map pavement sections (i.e. sidewalks, parking areas, roads)
 - Great feature to have when a map is only viewable without imagery
 - Will allow tracking of the area as well as having a visual of commercial sidewalks/parking areas in Lee County

Updated Mapping Templates

- Added disclaimers and other mapping elements to Lee County Map templates

GIS Training Classes

- Will begin hosting ArcGIS pro and ArcGIS online training classes at the end of September for County Personnel interested in learning the functionality of ArcGIS online and ArcGIS Pro

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 installed a 48x48x6 concrete pad
 - BOC awarded project on May 14, 2024 for \$20,493.00
- Zane Grace Construction installing fitness equipment
- Trail has been established
- Picnic tables and benches installed

- Parking stops and plants installed
- Waiting for quote for the installation of a Sun Shade

Callaway Park

- Additional playground equipment has been purchased with SPLOST
- Completed fencing and solar lights
- Waiting for picnic tables

Springdale Park

- Additional playground equipment has been purchased with SPLOST
- Completed fencing and solar lights
- Waiting for benches

Rivers Alive Cleanup

- Saturday, September 21, 2024
- Volunteer sign-ups at www.chamberorganizer.com

Sidewalks

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

Smithville Road Bridge

- Georgia Department of Transportation, GDOT, plans to replace the bridge over the Muckaloochee Creek on Smithville Road
- Construction and Maintenance Easements received from adjoining property owners and recorded
- Estimated Start Date: October 10 2024, with the road closure and respective detour lasting through March 13, 2025 (150 calendar days)
 - Southern Concrete Construction Company will notify us and all other local government entities and the school board at least thirty (30) days prior to these activities taking place

Speed Limit Ordinance

- Approved by BOC at April 26, 2022 meeting
- Public Hearings held April 12 and 26, 2024
- Staff submitted documents to GDOT
 - Requested DOT examine Old Leesburg Road/State Route 133
- GDOT review and approval received September 6, 2024
- Brought back to the BOC and approved September 10, 2024

SPLOST VII

- Collection Period: October 1, 2019 - September 30, 2025
- Ballot amount: \$20,825,603.00
 - Current collection: \$23,599,796 as of August 2024 (113%)

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

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: December 2024
- Meetings held every two weeks to provide updates
- Motorola conducted a Private Locate of the site
- Soil boring analysis completed to test the soil to decide what type of foundation is appropriate
 - 30x30 8ft deep pad and pier foundation
 - 10ft down for the steel foundation
- Certified Plans received, under review
- Discussions with Sumter EMC ongoing regarding existing lines on the property

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
- 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
- Estimated Completion: December 2024

Windstream – Kinetic Fiber Installation

- Kinetic staff is currently staking installation areas throughout the County
- Engineering design completed by January 2024
- Crews began 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 so far
- Total footage of 501,601 with 295,817 feet being aerial (58%) and 205,784 feet being buried (42%)
- Monthly meetings held with Windstream & Staff
- Windstream is projecting 100% completion of entire project mid-year 2025
- Sumter EMC construction department has completed 41% of make-ready attachments requested by Windstream in Lee County

RFPs and RFQs

Open

Renovation of the E-911 Center

- Approved by BOC at April 23, 2024 meeting
- Pre-Bid Meeting: October 3, 2024
- Bid Opening: October 17, 2024
- Bid results to be brought to the Board on October 22, 2024

Upgraded Phone System for E-911 Center

- Pre-Bid Meeting: October 16, 2024
- Bid Opening: October 30, 2024
- Bid results to be brought to the Board on November 12, 2024

Recently Awarded

Public Works Equipment

- Motorgrader, Track Excavator, and two Front End Loaders
- Bid Opening: August 29, 2024
- BOC awarded bids as follows on September 10, 2024:
 - Motorgrader: Awarded to **Yancey** for a monthly cost of **\$3,094.92** for a seven (7) year lease
 - Track Excavator: Awarded for **Yancey** for a monthly cost of **\$2,780.65** for a five (5) year lease
 - Front End Loader I: Awarded to **Yancey** for a monthly cost of **\$3,445.51** for a five (5) year lease
 - Front End Loader II: Awarded to **Yancey** for a monthly cost of **\$3,159.52** for a five (5) year lease

Turn Out Gear

- Fifteen (15) sets for Fire & EMS personnel
- Bid Opening: August 15, 2024
- BOC awarded bid to Municipal Emergency Services, Inc. for \$51,925.35 on August 27, 2024

Painting for the Interior of the Tharp Building

- ARPA funds expenditures approved by BOC at April 23, 2024 meeting
- Bid Opening: July 3, 2024
- BOC awarded bid to Affordable Painting for \$75,000.00 on July 23, 2024
- Service coordination with staff ongoing

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
- BOC awarded bid to New World Restoration for \$99,125.81 on July 23, 2024
- Service coordination with staff ongoing

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 have been done by the end of this week July 5th
- Engineering design in progress
- Met with Utilities companies to discuss right-of-way
- Waiting on AES to post flags for right-of way acquisition

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

Expansion of the Public Works Office Building

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

Sewer Extension on Hwy 19

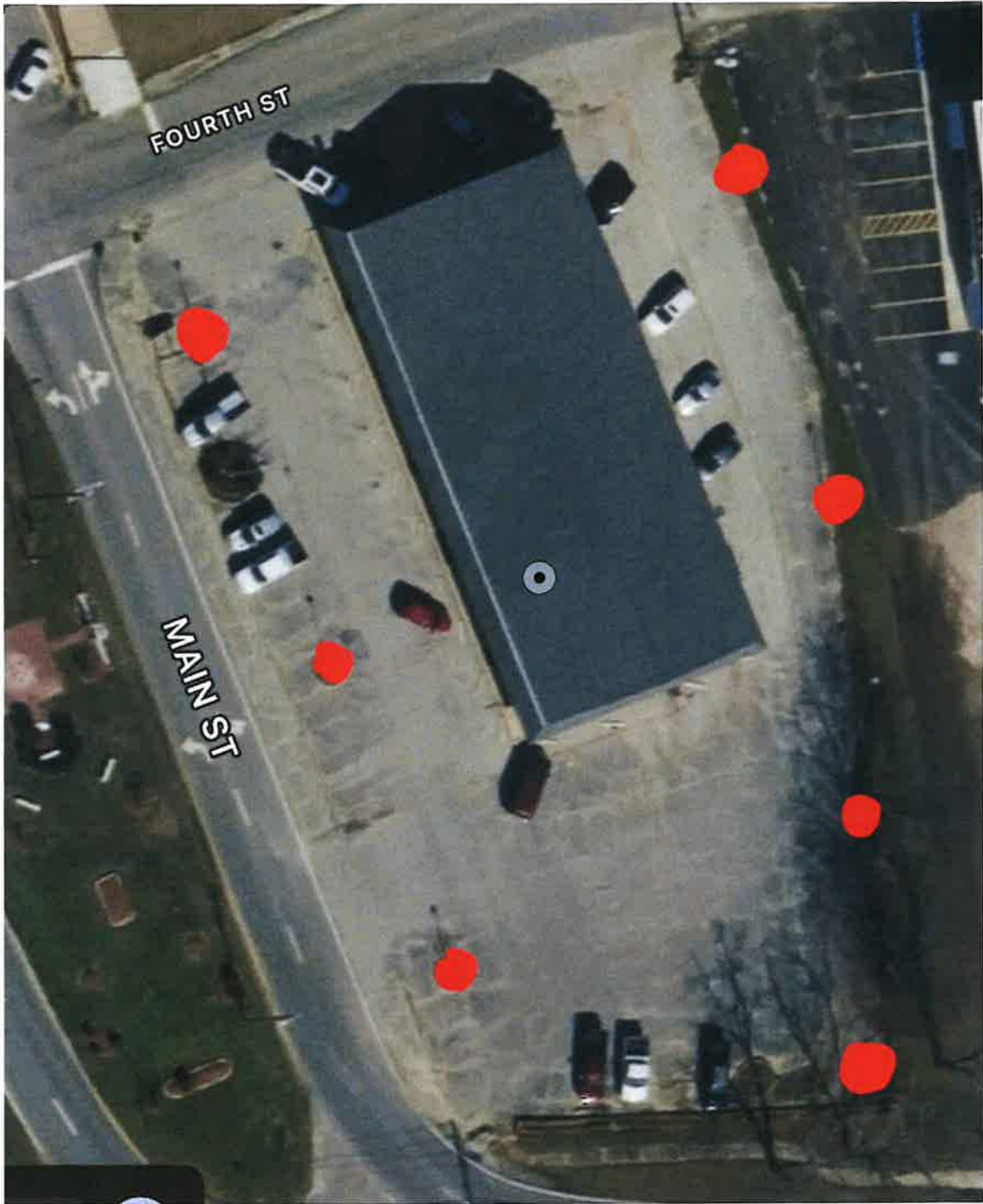
- Approved by BOC at June 22, 2021 meeting
- Staff writing RFQ documents
- Projected Bid Opening TBD
- Plans and easement plats are completed and ready for submittal from Lanier Engineering
- Estimated Completion: December 2024

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





Lee County Board of Commissioners
107 Main Street
Leesburg, Georgia

August 23, 2024

Thank you for allowing Georgia Power to serve your energy and site lighting needs. We greatly appreciate the opportunity to earn your business!

Georgia Power Company proposes the following solution for Lee County Board of Commissioners.

Scope of Work

- Install seven (7) new decorative poles
 - 20' (16' Mounting Height) Black Aluminum Poles
- Install seven (7) new LED post top fixtures
 - 70-watt Lexington Post Top Fixture
- Install all required underground conductor
- Provide electricity required to operate the system at a reduced rate
- Provide all future required maintenance, up to and including fixture and/or system replacement at no additional cost.
 - Includes Acts of God

Service Agreement

Lighting as a Service: 1-month initial term, automatically renews month to month after the initial term. Georgia Power retains ownership of the system. All materials, labor, energy, and ongoing maintenance are included.

Pricing Options

\$10,417.71 Prepayment = \$154.00/month



Our goal at Georgia Power is to provide our customers with an attractive, robust, energy efficient, and well performing lighting system. We are proud to share that safety and a strong devotion to customer service are our top priorities. We currently provide nearly one million lighting fixtures to customers across the state of Georgia, and we sincerely appreciate the opportunity to earn your business on this lighting project.

Please let me know if you have any questions and how you would like to proceed.

The pricing in this proposal is valid for (60) days from the above date.

Sincerely,
Greg Davis
Georgia Power Company
Lighting & Smart Services
229-269-3253
gcdavis@southernco.com



Lighting Services Agreement



Project # LP96937

Customer Legal Name LEE CO BD OF COMM DBA _____

Service Address 107 MAIN ST. E LEESBURG GA 31763 County Lee - GA

Mailing Address 102 STARKSVILLE AVE N LEESBURG GA 31763

Email cdockery@lee.ga.us Tel # 229-759-6000 Alt Tel # _____

Tax ID# 0854 Business Description COUNTY BUILDING

Existing Customer Yes No If Yes (and if possible), does customer want the Service added to an existing account? Yes No If Yes, which Account Number? _____

Selected Components

Action	Qty	Wattage	Type	Description
INS	7	70	LED	Post Top

Service Cost (\$)	Regulated Cost (\$)*	Monthly Cost (\$)*	Term (Months)
\$132.02	\$21.98	\$154.00	1

* The actual Regulated Cost will be calculated using the tariffs approved by Georgia Public Service Commission at the time of billing. The estimate is based on Summer Rates in effect at the time of this proposal. Excludes applicable sales tax.

Project Notes:

Customer agrees to this Lighting Services Agreement with Georgia Power Company under the attached terms and conditions and authorizes all actions noted on this agreement.

Customer also agrees to allow removal of existing lights. Yes N/A

Type	Customer	Tariff	Content
NESC	Gov	EOL	NLC

Pre-Payment (\$)
\$10,417.71

Customer recognizes that the individual signing this Agreement on its behalf has authority to do so.

Customer Authorization	Georgia Power Authorization
Signature:	Signature:
Print Name:	Print Name: Clifton Davis
Print Title:	Print Title: Sales Engineer
Date:	Date:

TERMS and CONDITIONS (*Lighting – Governmental Service*)

1. **Agreement Scope.** This Lighting Services Agreement (“**Agreement**”) establishes the terms and conditions under which Georgia Power Company (“**GPC**”) will provide lighting and related service (collectively, the “**Service**”) to the customer identified on Page 1 (“**Customer**”) at the Service Address shown on Page 1 (the “**Premises**”). GPC may install, update, modify, or replace any GPC-owned pole, base, wiring, conduit, fixture, control, equipment, device, or related item at the Premises (collectively, “**GPC Assets**”) for any reason related to the Service or to use of GPC Assets.
2. **Term and Termination.** The initial Agreement term is stated on Page 1, calculated from the date of the first bill. After the initial term, this Agreement automatically renews on a month-to-month basis until terminated by either party by providing written notice of intent to terminate to the other party (in accordance with the notice provisions of the *Miscellaneous* section below) at least 30 days before the desired termination date. The initial term and any renewal term or terms are collectively the “**Term**.”
3. **Intent and Title.** This Agreement governs GPC’s provision of the Service to Customer and is not a sale, lease, or licensing of goods, equipment, property, or assets of any kind. GPC retains the sole and exclusive right, title, and interest in and to all GPC Assets. Customer acknowledges that GPC Assets, although attached to real property, always will remain the exclusive personal property of GPC and that GPC may remove GPC Assets upon Agreement termination. **GPC makes no representation or warranty regarding treatment of this transaction by the Internal Revenue Service or the status of this transaction under any federal or state tax law. Customer enters into this Agreement in sole reliance upon its own advisors.**
4. **Payment.** GPC will invoice Customer monthly for the Monthly Cost as described on Page 1. The Service Cost portion of the Monthly Cost will renew at the amount shown on Page 1, but the Regulated Cost portion will be determined by the applicable Georgia Public Service Commission-approved tariff at the time of billing. Customer agrees to pay the total amount billed in full by the invoice due date. If a balance is outstanding past the due date, Customer acknowledges that GPC may require Customer to pay a deposit of up to two times the Estimated Monthly Charge in order to continue Service. If applicable, Customer must provide a copy of its Georgia sales tax exemption certificate. Customer must pay costs associated with any Customer-initiated change to the Service after the date of this Agreement.
5. **Premises Activity.** Customer hereby grants to GPC and its contractors, agents, and representatives the right and license to enter the Premises at any time to perform any activity related to the Service or to GPC’s use of the GPC Assets, including the right to access the Premises with vehicles, GPC Assets, or other tools or equipment, and to survey, dig, or excavate, in order to: (i) install and connect GPC Assets, provide Service, or provide or install any other service; (ii) inspect, maintain, test, replace, repair, disconnect, or remove GPC Assets; (iii) install additional equipment or devices on GPC Assets; or (iv) conduct any other activity reasonably related to the Service or GPC Assets (collectively, “**GPC Activity**”). Customer represents or warrants that it has the right to permit GPC to provide the Service and to perform the GPC Activity upon the Premises and, if applicable, has obtained express written authority and required permission from all Premises owners, and any other person or entity with rights in the Premises, to enter into this Agreement and to authorize the GPC Activity and the Service.
6. **Installation and Underground Work.** Customer recognizes that the Service requires installation of GPC Assets. Customer warrants or covenants that: (i) the Premises’ final grade will vary no more than six inches from the grade existing at the time of installation; and (ii) if applicable and required for proper installation, Premises property lines will be clearly marked before installation.
 - A. **Customer Work.** If GPC, upon Customer’s request, allows Customer, itself or through a third party, to perform any activity related to installation of GPC Assets (including trenching), Customer warrants or covenants that the work will meet GPC’s installation specifications (which GPC will provide to Customer and which are incorporated by this reference). Customer must provide GPC at least 10 days’ prior written notice of its schedule for the work, so that GPC can schedule GPC’s installation work promptly thereafter. Customer will be responsible for any additional costs arising from non-compliance with GPC’s specifications, Customer’s failure to complete Customer’s work by the agreed completion date, or failure to provide GPC timely notice of any schedule change.
 - B. **Underground Facility/Obstruction Not Subject to Dig Law.** Because GPC Activity may require excavation not subject to the Georgia Utility Facility Protection Act (O.C.G.A. §§25-9-1 – 25-9-13) (“**Dig Law**”), Customer must mark any private utility or facility (e.g., gas/water/sewer line; irrigation facility; fiber/data/communication line) or other underground obstruction at the Premises that is not subject to the Dig Law. If GPC causes or incurs damage due to Customer’s failure to mark a private facility or obstruction before GPC commences GPC Activity, Customer is responsible for all damages and any loss or damage resulting from any such delay.
 - C. **Unforeseen Condition.** The estimated charges shown on Page 1 include no allowance for subsurface rock, wetland, underground stream, buried waste, unsuitable soil, underground obstruction, archeological artifact, burial ground, threatened or endangered species, hazardous substance, or similar condition (“**Unforeseen Condition**”). If GPC encounters an Unforeseen Condition in connection with any GPC Activity, GPC, in its sole discretion, may stop all GPC Activity until Customer either remedies the condition or agrees to reimburse all GPC costs arising from the condition. Customer is responsible for all costs of modification or change to GPC Assets requested by Customer or dictated by an Unforeseen Condition or circumstance outside GPC’s control.
7. **GPC Asset Protection and Damage.** Throughout the Term, in the event of any work or digging near GPC Assets, Customer (or any person or entity working on Customer’s behalf) must: (i) provide notices and locate requests to the Georgia Utilities Protection Center (“**UPC**”) and other utility owners or operators as required by the then-current Dig Law; (ii) coordinate with the UPC and any utility facility owner/operator as required by the Dig Law; and (iii) comply with the High-voltage Safety Act (O.C.G.A. §§46-3-30 – 46-3-40). As between Customer and GPC, Customer is responsible for any damage arising from failure to comply with applicable law or for damage to GPC Assets caused by anyone other than GPC or a GPC contractor, agent, or representative.
8. **Pole Attachments.** Nothing in this Agreement conveys to Customer any right to attach or affix anything to any GPC Asset. Customer agrees that it will not, and will not permit others to, rearrange, disconnect, remove, relocate, repair, alter, tamper with, or otherwise interfere with any GPC Asset. If Customer desires to attach or affix anything to GPC Assets, Customer must first obtain GPC’s written consent. Customer may call GPC Lighting and Smart Services business unit at 1-888-660-5890 to request consent.
9. **Interruption of Service.** Customer understands that Service is provided on an “as is” and “as available” basis and may be interrupted. If there is a Service interruption, Customer must notify GPC. Following notice, GPC will restore Service, at no cost to Customer. Customer may notify GPC by either calling 1-888-660-5890 or by reporting online at: <https://www.georgiapower.com/community/outages-and-stormcenter/power-outage-overview/steel-light-outage.html>.
10. **Disclaimer; Damages.** GPC makes no covenant, warranty, or representation of any kind (including warranty of fitness for a particular purpose, merchantability, or non-infringement) regarding Service, GPC Assets, or any GPC Activity. Customer acknowledges that, due to the unique characteristics of the Premises, Customer’s needs, or selection of GPC Assets, the Service may not follow IESNA guidelines. Customer waives any right to consequential, special, indirect, treble, exemplary, incidental, punitive, loss of business reputation, interruption of Service or loss of use (including loss of revenue, profits, or capital costs) damages in connection with the loss or interruption of Service, GPC Assets, or this Agreement, or arising from damage, hindrance, or delay involving the Service, GPC Assets, or this Agreement, whether or not reasonable, foreseeable, contemplated, or avoidable. To the extent GPC is liable under this Agreement, and to the extent allowed by applicable law, GPC’s liability is expressly limited to: (i) with respect to the Service purchased by Customer, the annual amount paid by Customer for the Service; and (ii) with respect to any other liability, to proven direct damages in an amount not to exceed \$100.00. Customer is solely responsible for safety of the Premises; Customer agrees that GPC has no obligation to ensure safety of the Premises and that GPC has no liability for any personal injury, real or personal property damage or loss, or negative impact to Customer or any third party that occurs at the Premises.
11. **Risk Allocation.** Each party will be responsible for its own acts and the results of its acts, except as otherwise described in this Agreement.
12. **Georgia Security, Immigration, and Compliance Act.** Customer is a “public employer” as defined by O.C.G.A. § 13-10-91 and this is a contract for physical performance of services in Georgia. Compliance with O.C.G.A. § 13-10-91 is a condition of this Agreement and is mandatory. GPC will provide to Customer a contractor’s affidavit for installation services as required by O.C.G.A. § 13-10-91. If GPC employs any subcontractor in connection with installation under this Agreement, GPC also will secure from each subcontractor an affidavit attesting to compliance with O.C.G.A. § 13-10-91.
13. **Default.** Customer is in default if Customer: (i) does not pay the entire amount owed to GPC within 45 days after the due date; (ii) terminates this Agreement without proper notice and prior to the end of the then-current Term; or (iii) breaches any material term, warranty, covenant, or representation of this Agreement. GPC’s waiver of a past or concurrent default will not waive any other default. If a default occurs, GPC may: (a) immediately terminate this Agreement; (b) remove any GPC Asset from the Premises; or (c) seek any available remedy provided by law, including the right to collect any past due amount, or any amount due for the Service during the remaining Term.
14. **Miscellaneous.** This Agreement contains the parties’ entire agreement relating to the Service, GPC Assets, and GPC Activity and replaces any prior agreement, written or oral. Subject to applicable law, GPC may modify the terms of this Agreement by providing 30 days’ prior written notice of such modification to Customer. If Customer uses the Service or makes any payment for the Service on or after the modification effective date, Customer accepts the modification. GPC’s address for notice is 1790 Montreal Circle, Tucker, GA 30084-6801; Customer’s address for notice is stated on Page 1. Either party may update administrative or contact information (e.g., address, phone, website) at any time by written notice to the other. Customer will not assign, in whole or in part, this Agreement or any right or obligation it has under this Agreement; any such assignment without GPC’s prior written consent will be void and of no effect. In this Agreement: (i) “**include(ing)**” means “include, but are not limited to” or “including, without limitation”; (ii) “**or**” means “either or both” (“**A or B**” means “A or B or both A and B”); (iii) “**e.g.**” means “for example, including, without limitation”; and (iv) “**written**” or “**in writing**” includes email communication. Georgia law governs this Agreement. If a court rules an Agreement provision unenforceable to any extent, the rest of that provision and all other provisions remain effective.

Victorian



The **Victorian** LED Acorn is an ideal alternative to HID sources, providing you with significant energy savings, choices for light levels, color temperature and distributions. Whether you are looking to beautify a landscape or add a sense of sophistication to a walkway, the visual comfort globe provides a pleasant ambient illumination for every outdoor lighting need.

APPLICATIONS

City streetscapes,
neighborhood lighting,
pedestrian lighting,
sidewalks, parks

LIGHT SOURCE

LED

COLOR TEMPERATURE

3,000 CCT or 4,000 CCT

WARM-UP AND RESTRIKE TIME

Instant-on (no warm-up
or restrike time)

POLES AVAILABLE

Grand, York, Arlen, Georgetown,
Homewood, Stafford, Aluminum
Round Tapered

MOUNTING HEIGHT

12' standard (other mounting
heights available)

COLORS

Black standard
(additional colors available)

DIMENSIONS

16 1/2" (W), 38 3/8" (H)

WEIGHT

20lbs.

Solutions to meet all of your lighting needs:

LED LIGHTING EXPERTS

We are a global leader in light-emitting diode (LED) technology. Energy-efficient, environmentally-friendly LED lighting offers benefits including:

- ▶ Superior lighting quality/uniformity
- ▶ White light provides better visibility
- ▶ Long fixture life
- ▶ Reduced maintenance requests
- ▶ Instant-on/no warm-up

SERVICE OPTION BENEFITS

Our unique service option allows our customers to pay a monthly charge for using a lighting system. This option offers benefits including:

- ▶ No up-front cost for equipment/installation
- ▶ 24/7 customer service
- ▶ Quick replacement of inoperative lights
- ▶ Consistent maintenance
- ▶ No repair hassles



Lee County Board of Commissioners
107 Main Street
Leesburg, Georgia

September 11, 2024

Thank you for allowing Georgia Power to serve your energy and site lighting needs. We greatly appreciate the opportunity to earn your business!

Georgia Power Company proposes the following solution for Lee County Board of Commissioners.

Scope of Work

- Install seven (7) new decorative poles
 - 12' Black Poles on concrete bases
- Install seven (7) new LED post top fixtures
 - 70-watt Hartsfield Fixture
- Install all required underground conductor
- Provide electricity required to operate the system at a reduced rate
- Provide all future required maintenance, up to and including fixture and/or system replacement at no additional cost.
 - Includes Acts of God

Service Agreement

Lighting as a Service: 1-month initial term, automatically renews month to month after the initial term. Georgia Power retains ownership of the system. All materials, labor, energy, and ongoing maintenance are included.

Pricing Options

\$20,206.96 Prepayment = \$154.00/month

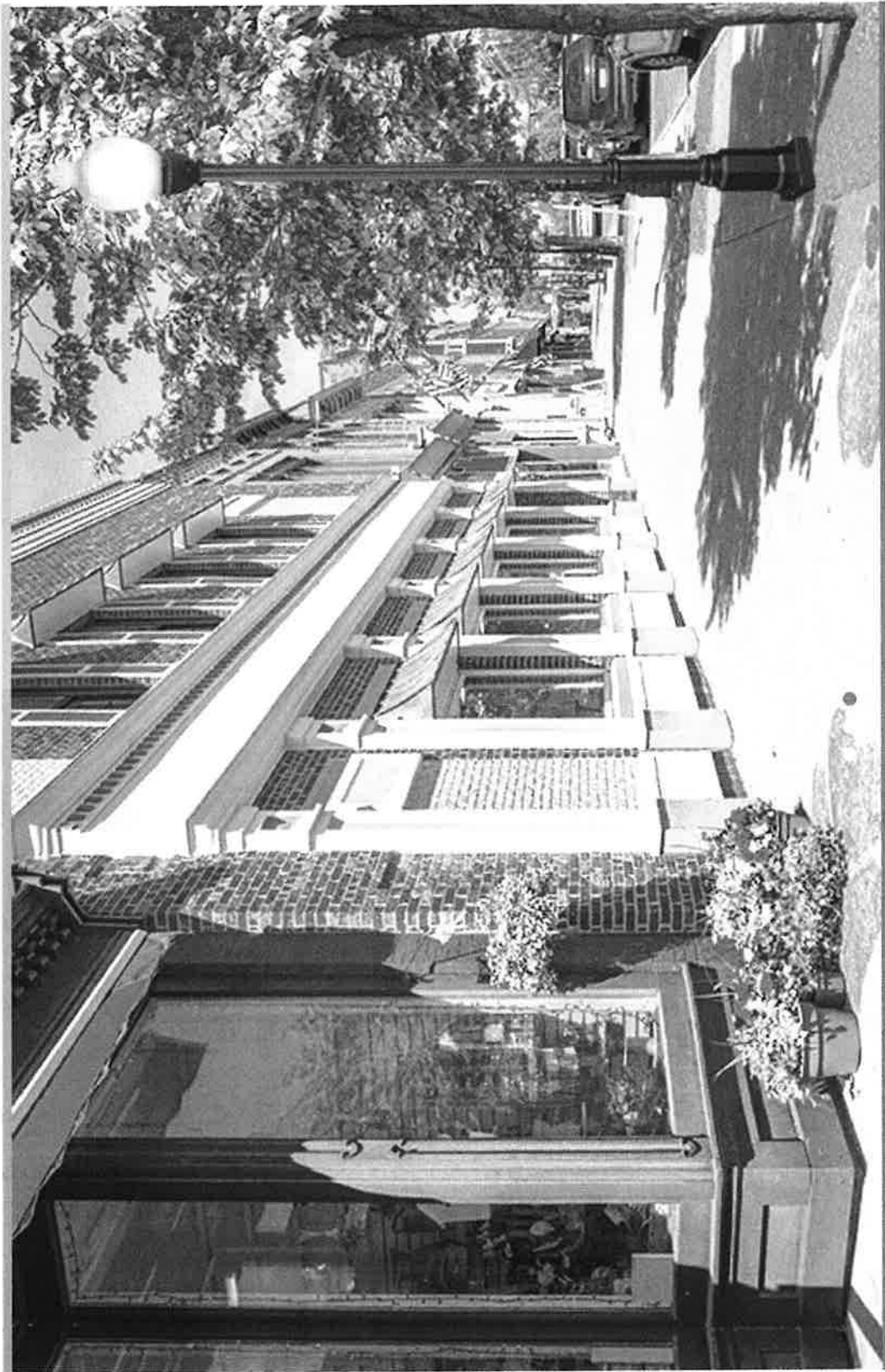


Our goal at Georgia Power is to provide our customers with an attractive, robust, energy efficient, and well performing lighting system. We are proud to share that safety and a strong devotion to customer service are our top priorities. We currently provide nearly one million lighting fixtures to customers across the state of Georgia, and we sincerely appreciate the opportunity to earn your business on this lighting project.

Please let me know if you have any questions and how you would like to proceed.

The pricing in this proposal is valid for (60) days from the above date.

Sincerely,
Greg Davis
Georgia Power Company
Lighting & Smart Services
229-269-3253
gcdavis@southernco.com



Lighting Services Agreement



Project # LP96937

Customer Legal Name LEE CO BD OF COMM DBA _____

Service Address 107 MAIN ST. E LEESBURG GA 31763 County Lee - GA

Mailing Address 102 STARKSVILLE AVE N LEESBURG GA 31763

Email cdockery@lee.ga.us Tel # 229-759-6000 Alt Tel # _____

Tax ID# 0854 Business Description COUNTY BUILDING

Existing Customer Yes No If Yes (and if possible), does customer want the Service added to an existing account? Yes No If Yes, which Account Number? _____

Selected Components

Action	Qty	Wattage	Type	Description
INS	7	70	LED	Post Top

Service Cost (\$)	Regulated Cost (\$)*	Monthly Cost (\$)*	Term (Months)
\$132.02	\$21.98	\$154.00	1

* The actual Regulated Cost will be calculated using the tariffs approved by Georgia Public Service Commission at the time of billing. The estimate is based on Summer Rates in effect at the time of this proposal. Excludes applicable sales tax.

Project Notes:

Customer agrees to this Lighting Services Agreement with Georgia Power Company under the attached terms and conditions and authorizes all actions noted on this agreement.

Customer also agrees to allow removal of existing lights. Yes N/A

Type	Customer	Tariff	Content
NESC	Gov	EOL	NLC

Pre-Payment (\$)
\$20,206.96

Customer recognizes that the individual signing this Agreement on its behalf has authority to do so.

Customer Authorization	Georgia Power Authorization
Signature:	Signature:
Print Name:	Print Name: Clifton Davis
Print Title:	Print Title: Sales Engineer
Date:	Date:

TERMS and CONDITIONS (*Lighting – Governmental Service*)

1. **Agreement Scope.** This Lighting Services Agreement (“**Agreement**”) establishes the terms and conditions under which Georgia Power Company (“**GPC**”) will provide lighting and related service (collectively, the “**Service**”) to the customer identified on Page 1 (“**Customer**”) at the Service Address shown on Page 1 (the “**Premises**”). GPC may install, update, modify, or replace any GPC-owned pole, base, wiring, conduit, fixture, control, equipment, device, or related item at the Premises (collectively, “**GPC Assets**”) for any reason related to the Service or to use of GPC Assets.
2. **Term and Termination.** The initial Agreement term is stated on Page 1, calculated from the date of the first bill. After the initial term, this Agreement automatically renews on a month-to-month basis until terminated by either party by providing written notice of intent to terminate to the other party (in accordance with the notice provisions of the *Miscellaneous* section below) at least 30 days before the desired termination date. The initial term and any renewal term or terms are collectively the “**Term**.”
3. **Intent and Title.** This Agreement governs GPC’s provision of the Service to Customer and is not a sale, lease, or licensing of goods, equipment, property, or assets of any kind. GPC retains the sole and exclusive right, title, and interest in and to all GPC Assets. Customer acknowledges that GPC Assets, although attached to real property, always will remain the exclusive personal property of GPC and that GPC may remove GPC Assets upon Agreement termination. **GPC makes no representation or warranty regarding treatment of this transaction by the Internal Revenue Service or the status of this transaction under any federal or state tax law. Customer enters into this Agreement in sole reliance upon its own advisors.**
4. **Payment.** GPC will invoice Customer monthly for the Monthly Cost as described on Page 1. The Service Cost portion of the Monthly Cost will renew at the amount shown on Page 1, but the Regulated Cost portion will be determined by the applicable Georgia Public Service Commission-approved tariff at the time of billing. Customer agrees to pay the total amount billed in full by the invoice due date. If a balance is outstanding past the due date, Customer acknowledges that GPC may require Customer to pay a deposit of up to two times the Estimated Monthly Charge in order to continue Service. If applicable, Customer must provide a copy of its Georgia sales tax exemption certificate. Customer must pay costs associated with any Customer-initiated change to the Service after the date of this Agreement.
5. **Premises Activity.** Customer hereby grants to GPC and its contractors, agents, and representatives the right and license to enter the Premises at any time to perform any activity related to the Service or to GPC’s use of the GPC Assets, including the right to access the Premises with vehicles, GPC Assets, or other tools or equipment, and to survey, dig, or excavate, in order to: (i) install and connect GPC Assets, provide Service, or provide or install any other service; (ii) inspect, maintain, test, replace, repair, disconnect, or remove GPC Assets; (iii) install additional equipment or devices on GPC Assets; or (iv) conduct any other activity reasonably related to the Service or GPC Assets (collectively, “**GPC Activity**”). Customer represents or warrants that it has the right to permit GPC to provide the Service and to perform the GPC Activity upon the Premises and, if applicable, has obtained express written authority and required permission from all Premises owners, and any other person or entity with rights in the Premises, to enter into this Agreement and to authorize the GPC Activity and the Service.
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CONSTRUCTION DOCUMENT PROPOSAL

Project Name: Lee County Community Park
Phase 1 Construction Documents
Lose Project #: 23122-1

Date: 04-18-2024
Rev 09-19-2024

DESCRIPTION

Provision of professional design services for development of construction document services as described below.

SCOPE OF SERVICES

The Lee County, GA wishes to implement master plan improvements for the Lee County Community Park, located at 231 State Route 3, Leesburg, GA 31763 (Lee County Parcel ID# 036B 003). Phase 1 development of the property is anticipated to encompass approximately 30 acres and will include the following:

- Park entrance with signage;
- Internal driveways and parking lots with street lighting;
- Multi-purpose field complex that encompasses 3 artificial turf fields with sports lighting, covered spectator seating areas, plazas/sidewalks, and a restroom/concession building;
- Open lawn area with future amphitheater building;
- Raquet courts complex comprised of 4 lighted tennis courts, 8 lighted pickleball courts, a future pavilion and a future restroom building;
- Playground area with future pavilions and a future restroom building;
- RV campsite with 12 bays, including power provisions and potable water supply connections;
- Phase 1 walking trail loop; and
- Site infrastructure, grading and drainage.

Lose Design has developed the following Project Approach to accomplish the goals of this project:

PROJECT APPROACH

TASK 1- PROJECT INITIATION

To initiate the project, Lose Design will meet with the Client Team to revisit the project scope, review the schedule, and establish key delivery dates. This meeting will provide the opportunity to identify known issues and concerns, to gain an overview of the County's resources and to discuss specific areas that may require special attention during the planning process. We will also coordinate with the Client Team to collect applicable



background data (i.e., surveys, reports, and other related documents) required to develop the plans.

Prior to this meeting, Lose Design will submit a programming questionnaire to the Client Team to review desired materials, finishes, systems, equipment, controls, etc. We would request that the County provide written responses to the programming questionnaire in advance of the initial meeting to streamline discussions.

TASK 2- SURVEYING COORDINATION SERVICES

We will coordinate with the County to develop a request for proposals for the County to procure site survey services.

Upon receipt of the draft survey, our team will visit the site to review the survey information and familiarize themselves with the project area. If the survey and site visit reveals areas that may require additional survey information, we will coordinate with the Client team to add those areas to our scope.

TASK 3- SCHEMATIC DESIGN SERVICES

This preliminary design phase will evaluate the scope of work to be accomplished in relation to the budget. Plans for the building, structures, site work, utilities, and other systems will be developed to a schematic level. Using previously designed prototypes, Lose Design will establish conceptual footprints for future buildings and incorporate them into the plans. During this process, we will facilitate an initial coordination meeting (virtual) with permit staff to listen to their early suggestions on the plans. We will adjust aspects of the property master plan as necessary to meet the initial feedback received from regulatory agencies and develop schematic plans, along with a preliminary opinion of probable cost for the project. As the plans are completed, we will hold a review meeting with your team (virtual).

TASK 4- DESIGN DEVELOPMENT SERVICES

Following the input from the schematic design meeting, team architects will continue on building/structure designs and begin to employ the services of our mechanical, plumbing, electrical, and structural engineering partners as needed. Team civil engineers and landscape architects will continue site work, including utility, grading and stormwater designs and coordination with permitting and regulatory officials. Team landscape architects will continue developing site plan features.



As this draws to a close, a 75% complete design development documents review meeting will be held (virtual), and the design team will present the plans and revised supporting opinions of probable cost. The new cost numbers will be compared to the overall project budget to determine if any modification to the project program is needed. If opinions of probable cost exceed budget funding, your team will be asked to identify elements for later phasing consideration.

TASK 5- CONSTRUCTION DOCUMENT SERVICES

Following the receipt of the design development review comments, recommended changes will be made, and preparation of the 95% construction documents/permit submittal documents will begin. We will continue coordination with requisite permitting agencies. The plans and updated opinions of probable cost will be presented to your team for a 95% review meeting (virtual). Following that meeting, Lose Design team members will incorporate any final revisions and prepare the plans for incorporation into an initial permit application package.

ADDITIONAL SERVICES

Only items of work specifically called out under the Scope of Services section of this agreement are to be performed for the specified fees as a part of the contract. The Design Professional will consider any items not so specified as "Additional Services" and will perform those services upon request on an hourly fee basis. Such Additional Services may include, but are not limited to, the following:

- Professional rendering services and 3D modeling/imagery;
- Additional site visits or meetings;
- Changes in drawings, specifications, or other documents required by the Client after acceptance of progress documents and final construction documents by the Client;
- Conceptual designs floorplans, elevations, detailed design/engineering and construction documents for buildings identified as future elements;
- Other items requested by the Client not included elsewhere in this agreement;
- Additional Construction Administration Services beyond the specified period of construction.
- Professional Services other than those listed in the above Scope of Services;
- Permitting Services;
- Bid/Procurement Assistance Services;
- Construction Administration Services;
- FEMA floodplain modeling; LOMR/CLOMR services;
- Traffic Engineering Services;



- Detailed Cost Estimating Services;
- Detailed Construction Inspections other than those listed in the Scope of Services;
- Material Testing Services;
- As-constructed Record Drawings; and
- Conformed Set Drawings and Project Manual

EXCLUSIONS

The following services are hereby excluded from the Scope of Services:

- Fees associated with the development including, but not limited to, permit review, impact fees, inspection fees, etc.;
- Hazardous materials testing or permitting related to their abatement.

PROJECT SCHEDULE

Based on the proposed scope of services, we anticipate the following design phase schedule:

- Project Initiation, Schematic Design, Design Development and Construction Document Services: 5-6 months
- Surveying Services: 2 months (concurrent with above)
- Permitting Services: 2-3 months (budgeted, TBD)
- Bid Assistance and Construction Administration Services: 12-14 months



PROJECT FEES

BASE FEE

We propose to provide the scope of services described herein for a total of \$369,500.00, to be charged monthly as a percentage of completion, as follows:

TASK 1: PROJECT INITIATION	\$25,000.00
TASK 2: SURVEYING COORDINATION SERVICES	\$2,750.00
TASK 3: SCHEMATIC DESIGN SERVICES	\$86,250.00
TASK 4: DESIGN DEVELOPMENT SERVICES	\$113,000.00
<u>TASK 5: CONSTRUCTION DOCUMENT SERVICES</u>	<u>\$142,500.00</u>
Total:	\$369,500.00

Standard out-of-pocket expenses will be charged as reimbursables.

ADDITIONAL SERVICES

Any requested additional services and reimbursable expenses associated with those additional services will be charged per the following rate schedule (See Exhibit A).



EXHIBIT "A"

HOURLY RATE SCHEDULE FOR ADDITIONAL SERVICES

Professional services Hourly Rate for Additional Services

Executive Management	\$260.00
Vice President	\$260.00
Sr. Engineer, Sr. Project Manager	\$230.00
Sr. Architect	\$210.00
Sr. Landscape Architect, Sr. Land Planner	\$200.00
Project Manager	\$200.00
Engineer, Architect.....	\$190.00
Landscape Architect, Interior Designer, Planner.....	\$175.00
Engineer in Training.....	\$150.00
Intern Architect	\$145.00
Land Planner	\$140.00
Senior Proposal Coordinator.....	\$135.00
BIM Specialist	\$130.00
Technician, Marketing Content Creator.....	\$100.00
Project Accounting Coordinator, Administrative Assistant	\$100.00

Reimbursable Expenses

Consultants' Services	cost + 10%
Prints	cost + 10%
Postage and Shipping	cost + 10%
Mileage and Travel Expenses	cost + 10%
Copies	cost + 10%

January 1, 2024

NOTE: All the above-stated fees and expenses are to be billed monthly, and the invoices are due and payable upon receipt. Other reimbursable expenses not shown hereon will be invoiced at our cost plus 10%. These rates are current until January 1, 2025, at which time they may be adjusted by the Design Professional.



**MEMORANDUM
LEE COUNTY BOARD OF
COMMISSIONERS**

TO: Lee County Board of Commissioners
SUBJECT: Consideration to approve the proposal for Phase II Archaeological Testing for the boat ramp area on the 100 acre park property, as requested by the Georgia Department of Natural Resources.
MEETING DATE: Tuesday, September 24, 2024

MOTION/RECOMMENDATION

Motion to approve the proposal for Phase II Archaeological Testing for the boat ramp area on the 100 acre park property, as requested by the Georgia Department of Natural Resources.

BACKGROUND

The Georgia Department of Natural Resources has contracted with Appalachian Archaeological Consultants to cover required investigative fieldwork at the proposed boat launch site on Kinchafoonee Creek adjacent to SR3 Bypass. The Phase II study is being proposed for a total cost of \$31,387.00, noting the cost for Phase Ib, \$7,945.00, is included in that amount.

The Georgia Department of Natural Resources has paid the cost for Phase I and Phase Ib and are asking if the County would be willing to assist with half of the cost of the remainder for Phase II. That amount would be \$11,721.00, as seen below.

Total Phase II	\$31,387
-Total Phase Ib	\$7,945
	<hr/>
	\$23,442

$\$23,442 / 2 = \$11,721$

When Phase II is completed, the County will be contacted regarding making the payment.

ATTACHMENT

1. LeeCountyTestingProposal_ApalacheeResearch

Apalachee Research Archaeological Consultants Inc.

P.O. Box 161 Athens, Ga. 30601 (706) 316-0245

April 24, 2024

Jeffery. Bishop
Boating Access Coordinator, Fisheries
Wildlife Resources Division
Georgia Department of Natural Resources

Re: Proposal and Cost Estimate for a Phase II Testing at Archaeological Site 9LE173
Lee County, Georgia. HP-231116-003

Apalachee Research Archaeological Consultants, Inc is pleased to submit this proposal and cost estimate for Phase II Archaeological Testing in compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (NEPA). The purpose is to determine National Register of Historic Places (NRHP) eligibility for Archaeological Site 9LE173 in accordance with the State Historic Preservation Division (HPD) review letter dated April 4, 2024, which is attached to this proposal.

Apalachee Research recorded 9LE173 during a Phase I survey for the proposed Kinchafoonee Boat Ramp in February 2024. 9LE173 is a large prehistoric site of unknown cultural affiliation, which occupies most of the proposed Area of Potential Effects (APE). The previous survey defined a partial southwestern boundary for 9LE173 though other boundaries remain undefined because the previous investigation was confined to the APE. The HPD concurred with our findings that the portion of 9LE173 within the project area may contain significant data potential and requires further evaluation through Phase II archaeological testing to determine NRHP eligibility.

It is our understanding that Phase II investigations are only required for the portion of 9LE173 within the APE. The portion of 9LE173 within the APE is approximately 3311 m² (0.82 acres) and is depicted in Figure 1. Our cost to complete Phase II Archaeological Testing for this area is \$31,387 and is summarized in Table 1. The ensuing text summarizes the scope of services provided.

Table 1. Labor Cost and Expenses

Labor		Expenses	
Fieldwork	\$13,844	Transportation	\$1,006
Laboratory Processing & Analysis	\$1,541	Field and Lab Supplies	\$582
Reporting	\$13,559	Curation	\$856
<i>Subtotal</i>	<i>\$28,944</i>	<i>Subtotal</i>	<i>\$2,444</i>
Project Total: \$31,387			

Scope of Services

This investigation would proceed in three stages: Archival Research, Fieldwork, Analysis and Reporting. All stages will follow the procedures specified for Phase I Intensive Archaeological Surveys in the current edition of the *Georgia Standards and Guidelines for Archaeological Surveys* by the Georgia Council of Professional Archaeologists (GCPA 2019). All personnel assigned to this project will consist of professional archaeologists that meet or exceed the Secretary of the Interior's *Professional Qualifications Standards* set forth in 36 CFR Part 61.

Archival Research

The goal of the first stage in the investigation will be a literature review to extend the findings from our Phase I investigation. This will include a review of previous research in the area to discover what is known of similar sites in the general area, and a focused review of geomorphic data pertaining to artifact burial processes. Other sources include historic plat maps, photographs, and other sources of information that would provide insight regarding historic conditions and prior use of this particular area. Potential sources include courthouse records, South Georgia College in Douglassville, local historical societies, and the Georgia Department of Archives and History in Atlanta. Other sources may include published and unpublished sources available at the University of Georgia Science Library's Map Collection, and the Hargrett Rare book and Manuscript Collection in Athens. The results of the background literature and records search will be fully documented in the report of findings.

Fieldwork

Fieldwork will employ a combination of shovel tests and test units. A site grid with a permanent datum will first be established to reference locations of shovel tests and test unit locations and topographic features. Shovel tests measuring 30 x 30 cm. will be excavated at 10 meter intervals or less across the project area. We estimate 51 shovel tests will be sufficient to clarify depositional integrity and identify areas of interest for further examination. Test units measuring 1x1 m² will target areas of interest identified by previous shovel tests. We estimate six test units will be sufficient to evaluate depositional integrity and determine if the site contains significant data potential.

All excavation units will proceed to at least 80-cm, or to impenetrable substrate, culturally sterile subsoil, or the water table. Deposits identified as twentieth century fill will be removed by hand and the underlying soils will be screened through one quarter inch hardware cloth. Artifacts will be bagged by discrete provenience. Any materials not collected, such as brick, mortar or shell will be counted, weighed, sampled by provenience, and discarded. All excavation units will be backfilled upon completion.

Analysis and Reporting

The artifacts, notes, photographs, maps, and other project-related materials will be returned to our laboratory in Athens, Ga. for cleaning and analysis. Artifacts will be prepared for permanent curation in a facility meeting the standards for the *Curation of Federally-Owned and*

Administered Archeological Collections (36 CFR Part 79). The report will include separate chapters documenting the environmental and cultural context, field and laboratory methods, findings, and recommendations for further work. The report will include artifact inventories, representative artifact photographs, and maps depicting site boundaries, topographic setting, and individual shovel test. Additional high-resolution color graphics will be included as needed to illustrate site locations, site features and representative field conditions. The Summary chapter will include justification for inclusion or exclusion in the NRHP, assessment of effects, and recommendations for further work.

PROJECT DELIVERABLES AND SCHEDULING

We are typically prepared to mobilize within two weeks of Notice to Proceed. Fieldwork will require ten days barring unforeseen weather conditions. Project deliverables will include a management summary of findings within one week after conclusion of the fieldwork. Twenty five days are allocated for report preparation. We will revise the report promptly following comments from the regulatory agencies. Reports will be provided in electronic format unless otherwise requested. In most cases we are able to accelerate schedules to accommodate deadlines at the request of the client.

Thank you for considering us for this project. If I may be of any further assistance, please do not hesitate to contact me.



George D. Price,
Proprietor
Apalachee Research Archaeological Consultants, Inc.

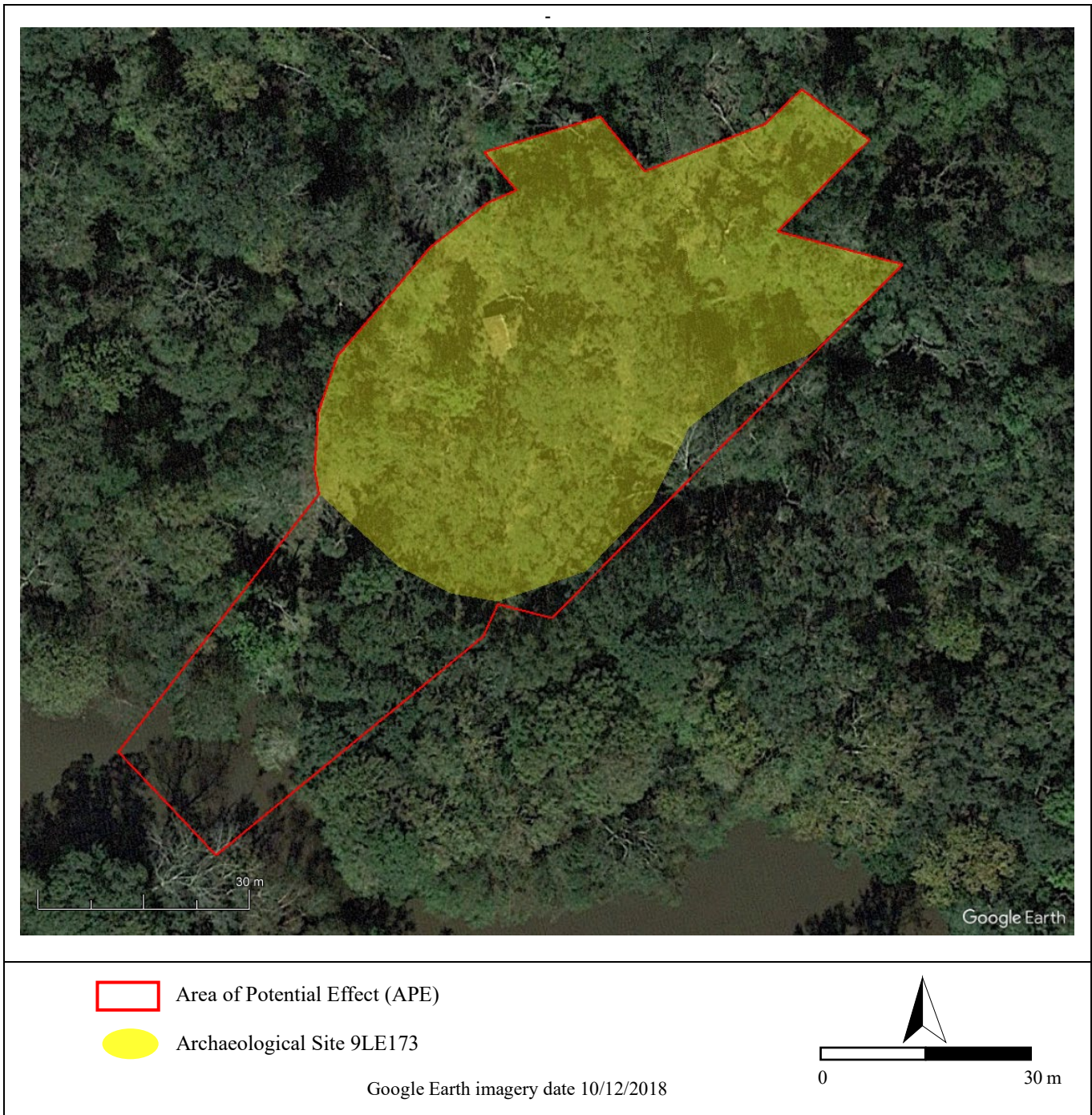


Figure 1. Portion of 9LE173 Requiring Phase II Investigations

HISTORIC PRESERVATION DIVISION

April 4, 2024

Jeff Bishop
Statewide Boating Access Coordinator
Department of Natural Resources
Wildlife Resources Division
2067 U.S. Highway 278, SE
Social Circle, Georgia 30025-4711

**RE: Construct Boat Ramp, Kinchafoonee Creek, State Route 3 Bypass, Leesburg
Lee County, Georgia
HP-231116-003**

Dear Mr. Bishop:

The Historic Preservation Division (HPD) has received the information submitted concerning the above referenced project, including the draft archaeological survey report entitled, *Phase I Intensive Archaeological Survey for a Proposed Boat Ramp on Kinchafoonee Creek, Lee County, Georgia*, prepared by Apalachee Research Archaeological Consultants, Inc. and dated February 29, 2024. Our comments are offered to assist the U.S. Fish and Wildlife Service (USFWS) and its applicants in complying with provisions of Section 106 of the National Historic Preservation Act of 1966, as amended (NHPA).

The subject project consists of clearing and grading land and constructing a boat ramp and associated paved parking area and utility and drainage infrastructure on the circa (ca.) 2022 Lee County parcel 036B 003 located at 231 State Route 3 along Kinchafoonee Creek in Leesburg. As noted in our letter dated December 20, 2023, HPD recommended a Phase I archaeological survey for this project prior to the commencement of any ground disturbing activities

The current submitted information includes the above-referenced survey report. Based on the information in the report, HPD concurs that the National Register of Historic Places (NRHP)-eligibility of archaeological site 9LE173 is currently unknown due to a lack of available information and that the portion of the site within the project area may contain significant data potential. Therefore, it continues to be HPD's opinion that the subject project cannot be evaluated for effects to site 9LE173 with additional information and concurs with the recommendation of the report to conduct Phase II archaeological testing to evaluate the NRHP-eligibility of site 9LE173. HPD continues to note that continued archaeological investigations should be conducted by a professional archaeologist who meets the Secretary of the Interior's Professional Qualification Standards and the survey methods should closely follow the Georgia Council of Professional Archaeologists recommended survey standards. We look forward to receiving the draft Phase II survey report, when available.

Please refer to project number **HP-231116-003** in any future correspondence regarding this project. If we may be of further assistance, please contact Olivia Kendrick, Environmental Review Historian, at Olivia.Kendrick@dca.ga.gov or (404) 486-6425, or Noah Bryant, Compliance Review Archaeologist, at Noah.Bryant@dca.ga.gov or (404) 679-0649.

Mr. Bishop
HP-231116-003
April 4, 2024
Page 2

Sincerely,



Stacy Rieke, MHP
Program Manager
Environmental Review & Preservation Planning

SMR/olk

cc: Barbara Reddick, Southwest Georgia Regional Commission
Heather Sharpe, DCA Regional Services, Region 10

AN ORDINANCE TO AMEND CHAPTER 22 OF THE CODE OF ORDINANCES OF LEE COUNTY, TO ESTABLISH A NEW ARTICLE V TO BE KNOWN AS “SHORT-TERM RENTAL HOST LICENSE”; TO PROVIDE FOR THE PURPOSE OF SUCH ARTICLE; TO PROVIDE FOR DEFINITIONS; TO PROVIDE FOR LICENSURE OF PERSONS TO ENGAGE IN SHORT-TERM RENTALS LASTING FOR A TIME PERIOD NOT EXCEEDING 30 CONSECUTIVE DAYS; TO PROVIDE FOR A LICENSURE OF A SHORT-TERM RENTAL HOST; TO PROVIDE FOR LICENSE FEES; TO PROVIDE FOR THE LICENSE TERM; TO PROVIDE FOR APPLICATIONS FOR LICENSURE; TO PROVIDE FOR LICENSE INVESTIGATIONS AND ISSUANCE OF SHORT-TERM RENTAL HOST LICENSES; TO PROVIDE FOR SHORT-TERM RENTAL HOST LICENSES; TO PROVIDE FOR GENERAL PROVISIONS RELATING TO SHORT-TERM RENTAL HOSTS; TO ESTABLISH SPECIFIC VIOLATIONS OF THE ORDINANCE AND PUNISHMENT THEREFORE; TO PROVIDE FOR REPEAL OF CONFLICTING ORDINANCES; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES

BE IT ORDAINED, AND IT IS HEREBY ORDAINED BY THE BOARD OF COMMISSIONERS OF LEE COUNTY, GEORGIA THAT CHAPTER 22 OF THE CODE OF ORDINANCES OF LEE COUNTY IS HEREBY AMENDED TO ADD A NEW ARTICLE V THERETO, WHICH NEW ARTICLE SHALL PROVIDE AS FOLLOWS:

Chapter 22, Article V. – Short-Term Rental Host License.

Sec. 22-75. Purpose.

The purpose of this article is to establish regulations for the use of a residential structure or part thereof as a short-term rental in order to minimize negative, and secondary effects of short-term rentals on surrounding properties, to ensure proper safety precautions are in place with respect to short-term rentals, and to facilitate the collection and payment of hotel/motel taxes payable in connection with short-term rentals.

Sec. 22-76. Definitions.

As used in this article, the following terms shall have the meanings ascribed to them in this section:

Bedroom. A room that is intended primarily for sleeping as reflected on the building permit, tax assessor’s records or site inspection.

County. Unincorporated Lee County.

Compensation. Remuneration or anything of economic value that is provided, promised or donated primarily in exchange for services rendered. This includes, but is not limited to, voluntary donations, and fee-sharing.

Director. The Planning and Zoning Director or his or her designee.

Guest. Any person or persons renting a short-term rental.

Occupational Tax. The occupation tax authorized by Chapter 22, Article II of the Code of Ordinances of Lee County.

Owner (Innkeeper). Any person who, alone or with others, has title or interest in any residential structure, building, property, or portion thereof, with or without accompanying actual possession thereof, including any person who, as tenant, agent, executor, administrator, trustee, or guardian of an estate, has charge, care, or control of any short-term rental use.

Person. Any individual, firm, corporation, association, governmental entity, or partnership and its agents or assigns.

Responsible Party. An individual(s) with the legal authority to make and act on decisions of tenancy, building maintenance, complaints and repairs relating to applicable safety codes. The responsible party must be available as a point of contact for the county as well as any short-term rental guest(s) for the duration of the stay in the short-term rental. The responsible party shall be available twenty-four hours per day, seven days per week for the purpose of responding within two hours to complaints related to the short-term rental and taking remedial action to resolve such complaints.

Short-term rental advertisement. Any method of soliciting use of a lodging accommodation or any part thereof for short-term purposes.

Short-term rental. A lodging accommodation offered to transient guests for a period of time not to exceed 30 consecutive days; provided, however, such definition shall not include mother-in-law suites, as set forth in section 70-78, pool houses, as set forth in section 70-6 (definitions), recreational vehicles, as set forth in section 42-141, or permitted accessory buildings, as set forth in section 70-6 (definitions).

Short-term rental host (Innkeeper). Any person who is the owner of a lodging accommodation or any part thereof that is offered for short-term rentals for periods of 30 days or less and who is responsible for applying for a short-term rental host application and fee.

Short-term rental host (Innkeeper) registry. A log of information maintained by the short-term rental host. This log will include the date, number of guests and length of stay.

Sec. 22-77. License required.

It shall be unlawful for any person to lease, rent, or operate or advertise a single-family residence as a short-term rental within the county without a valid occupational tax certificate and a valid short-term rental host license issued pursuant to this article for each short-term rental.

Sec. 22-78. License fee and license term.

(a) The annual fees for the issuance of a short-term rental host license shall be established by resolution and shall be set forth in the County Fee Schedule established in the County Code of Ordinances or by Resolution adopted by the Board of Commissioners of Lee County.

(b) A short-term rental host license shall expire December 31st each year and must be renewed annually. In the event that any person commences a new business on any date after January 1, the short term rental host license shall be due and payable 30 days following the commencement of the business. There shall be no proration of the fee payable for such annual license.

(c) Short-term rental host licenses are non-transferable.

(d) Such license applies to all short-term rentals in unincorporated Lee County.

(e) Operation of a short-term rental business for more than 30 days without payment of the required short-term rental host license is a violation of this article, and the business will be given a warning and be required to pay a penalty of three times the required short-term rental host license fee due. If the short-term rental host license and the penalty are not paid within ten (10) calendar days of the date of the warning, a citation will be issued. Any such citation shall be tried in the Magistrate Court of Lee County, and upon a finding of guilt, or a plea of Nolo Contendere, shall be punished as provided in Sec. 1-12 of the County Code of Ordinances.

Sec. 22-78. License investigation and issuance of short-term rental host license.

Upon receipt of a completed application for the issuance or renewal of a short-term host license, the county planning and zoning director may inspect the short-term rental for compliance with all applicable laws, rules, and regulations.

Sec. 22-79. License applications.

(a) Short-term rental host license:

(1) Application for the issuance, renewal or change of ownership of a short-term rental host license shall be provided to the county planning and zoning director on the

form provided by the county planning and zoning director and comply with requirements set out in this article.

(2) The applicant shall be the owner(s) of the property listed on the application to be used as a short-term rental. If the applicant is a business entity, the name of the authorized agent shall be provided on the short-term rental host application.

Sec. 22-80. Short-term rental host general provisions.

(a) All short term rental hosts must comply with the following:

(1) Provide documentation and a signed declaration of compliance attesting to compliance with subsections (1) through (9) below.

(2) Provide local contact (responsible party) information to all short-term rental guests during a guest's stay. The person designated by the owner as the responsible party shall be available twenty-four hours per day, seven days per week for the purpose of responding within two hours to complaints related to the short-term rental and taking remedial action to resolve such complaints.

(3) Comply with all applicable laws, rules and regulations pertaining to the use and occupancy of a short-term rental.

(4) Post the following information in a conspicuous place within the short-term rental:

- a. Contact information for the responsible party;
- b. Street address;
- c. Floor plan indicating fire exits and escape routes;
- d. Information about how a guest can contact Lee County at 229-759-6000 to report any concerns or complaints;
- e. Maximum occupancy load; and
- f. "In Case of Emergency", Dial 911.

(5) Submit a renewal application in writing each year applying to renew a short-term rental license each year.

(6) Owners who do not use third party rental platforms (Airbnb, VRBO, HomeAway, etc.) that remit hotel/motel tax to the county on the short-term rental owner's

behalf are responsible for remitting all applicable hotel/motel tax proceeds to the County as required.

(7) Provide proof that the short-term rental host license number is included on any short-term rental advertisement.

(8) Provide the county planning and zoning director with a copy of “house rules”.

(9) Certify that there are no unpaid financial obligations owed by the Owner to the County.

(10) Certify that there are no deed restriction and/or covenants on a property that prohibits the use of the property as a short-term rental.

(b) Parking. All vehicles shall only be parked in the driveway and/or within the garage area of the short-term rental. Vehicles shall not be parked within the right of way of public roads or easements, including grassy/unimproved areas.

(c) Solid waste/trash. Trash and refuse shall not be left stored within public view or in the public right of way except in proper containers for purposes of collection by an authorized waste hauler.

(d) Occupancy load. Occupancy limit of two persons per bedroom plus two additional persons.

Sec. 22-81. Occupational Taxes.

An Owner of a short-term rental shall not be required to pay occupational taxes as required under Sec. 22-31 et. seq. of the Lee County Code.

Sec. 22-82. Violations of Ordinance.

(a) The county planning and zoning director is authorized to issue a warning, suspend or revoke a short-term rental host license issued under the provisions of this chapter if the short-term rental host license is issued in error, or on the basis of incorrect information supplied, or where it is determined that the building, structure, unit or portion thereof is in violation of any ordinance or regulation or any of the provisions of this article.

(b) If any violations stated in this article have been committed and not corrected within the time specified, the county planning and zoning director shall begin the procedures to revoke the short-term rental host license in accordance with the following:

(1) In the event of a first violation of this article, the county planning and zoning director shall give a citation warning to the owner/operator specifying the nature of the violation(s) and the time to correct violation(s).

(2) In the event of a second violation of this article of the same nature, the county planning and zoning director shall issue a suspension of the short-term rental host license for a 30 day period.

(3) In the event of a third violation of this article, of the same nature, the county planning and zoning director will revoke the short-term rental host license. The owner/operator may not reapply for the same property for a period of 12 months.

(c) Any person who shall do anything prohibited by this article or who shall fail to do anything required by this article shall be tried in the Magistrate Court of Lee County, and upon a finding of guilt, or a plea of *nolo contendere*, shall be punished as provided in Sec. 1-12 of the County Code of Ordinances.

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

BE IT FURTHER ORDAINED that this Ordinance shall become effective upon the first day of the calendar month after the month in which this Ordinance is adopted by the governing body of Lee County and shall be applicable to all short-term rentals commencing on or after such effective date.

SO ORDAINED effective this _____ day of _____, 2024.

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

By: _____
Luke Singletary, Chairman

Attest: _____
Kaitlyn Good, County Clerk

ACTION TAKEN

FIRST READING: _____

SECOND READING: _____

DATE OF ADOPTION: _____