



LEE COUNTY BOARD OF COMMISSIONERS

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

Tuesday, October 22, 2024 AT 6:00 PM

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

MEETING AGENDA
Voting Session

COUNTY COMMISSIONERS

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

COUNTY STAFF

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

1. CALL TO ORDER

2. INVOCATION

A) Pastor David Postlewaite, First Free Will Baptist, to lead the invocation.

3. PLEDGE OF ALLEGIANCE

4. APPROVAL OF MINUTES

A) Consideration to approve the minutes from the October 8, 2024 Board of Commissioners meeting.

5. CONSENT AGENDA

6. NEW BUSINESS

A) Recognition of County employees' years of service.

7. PUBLIC HEARING

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

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

8. DEPARTMENTAL MATTERS

- A) **Building Inspection** - Consideration to ratify a proposal from Charles Abbott Associates, Inc. to temporarily assist with performing commercial building code inspections and plan reviews.
- B) **E-911** - Consideration to award the bid for the E-911 Center Dispatch Room Renovation project.
- C) **Planning, Zoning & Engineering** - **Amber Barragan (Z24-013)** has submitted an application requesting a variance from the R-1 Single-Family Residential District Section 70-164, setback

requirements, and is also requesting permission to encroach on Lee County Board of Commissioners property (storm water management area). The applicant hired a pool company who deviated from the County approved site plan and placed the concrete pool deck and pool structure over the rear lot line and onto the property owned by the Lee County Board of Commissioners. Applicant is also requesting permission to place the required pool fencing on Lee County Board of Commissioners property in order to abide by the State of Georgia's Environmental Health Regulations Chapter 511-3-5 Rule.18 (11) Barriers and the 2018 International Pool and Spa Code as adopted by the Georgia Department of Community Affairs. The property owner is Amber Barragan. The subject property is zoned R-1 and is located at 132 Morning Mist Drive, parcel number 040 D 366, in Land Lot 271 of the Second Land District of Lee County, Georgia. ***Planning Commission recommends approval. Public Hearing held October 8, 2024***

- D) **Planning, Zoning & Engineering** - Consideration to approve the annual Master Services Agreement with WSP for Planning Consultation Services.
- E) **Public Works** - Consideration to authorize staff to publish an RFP for an office building for Code Enforcement and Animal Control personnel.
- F) **Public Works** - Consideration to authorize staff to publish an RFP for renovations to the Public Works office building using ARPA funds.

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

10. **COUNTY MANAGER'S MATTERS**

- A) Updates on County projects.
- B) Consideration to approve the Budget Calendar for FY 2025-26.
- C) Consideration to approve a proposal from Albany Elevator Service, Inc. for door lock monitor kits for the elevators at DFCS and the Courthouse Annex.

11. **COMMISSIONER'S MATTERS**

- A) Mike Talley, Flint River Consulting, to discuss stormwater.

12. **UNFINISHED BUSINESS**

13. **COUNTY ATTORNEY'S MATTERS**

- A) Consideration to adopt an amendment to Chapter 6, Article II of the Lee County Code of Ordinances relating to the requirement of fingerprinting for annual alcohol license renewals. *FIRST READING*

14. **EXECUTIVE SESSION**

15. **PUBLIC FORUM**

16. **ANNOUNCEMENTS**

- A) The next regularly scheduled County Commission Meeting is **Tuesday, November 12, 2024 at 6:00pm.**
- B) The renewal process for 2024 Occupation Tax/Business Licenses will begin November 1, 2024.

Please go to Lee County's website at www.lee.ga.us or contact Building Inspection at (229) 759-3326 for more information. **All current business licenses will expire on December 31, 2024.**

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, October 8, 2024 AT 6:00 PM
T. PAGE THARP BUILDING
OPAL CANNON AUDITORIUM
WWW.LEE.GA.US

MEETING MINUTES
Work Session

COUNTY COMMISSIONERS

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

COUNTY STAFF

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

The Lee County Board of Commissioners met in a work session on Tuesday, October 8, 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) Apostle Mauldin Batten, Church of Leesburg, to lead the invocation.

Apostle Mauldin Batten led the invocation.

3. **PLEDGE OF ALLEGIANCE**

4. **APPROVAL OF MINUTES**

- A) Consideration to approve the minutes from the September 24, 2024 Board of Commissioners meeting.

Commissioner Roland made the **MOTION** to approve the minutes from the September 24, 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**

- A) Consideration to adopt a Proclamation naming October 2024 as Careers in Construction Month.

Commissioner Roland made the **MOTION** to adopt a Proclamation naming October 2024 as Careers in Construction Month. Commissioner Mathis seconded the **MOTION**. The **MOTION** was unanimous with Commissioner Guarnieri and Commissioner Walls voting yea.

A photo was taken with the instructor Mr. Wanner, the construction students of Lee County High

School, and the Board.

B) Mike Talley, Flint River Consulting, to discuss stormwater.

Mike Talley, Flint River Consulting, addressed the Board. Mr. Talley discussed the flooding issues with Hurricane Helene, stating before the storm, he went and checked possible flooding areas. The County did receive a good amount of rain, but not as much as was expected. Mr. Talley stated that the Callaway Lakes area is where there have been repeated flood issues and there is currently a house at 112 Ivy Lane that has water in it. There is usually "nuisance flooding" in the area, which is when yards are flooded, ponds are full, and roads have water on them; however, houses are not usually impacted. In discussing 112 Ivy Lane, he stated that the family moved here last year and live here part-time. They currently have a shared inlet with their neighbor that ties into the Callaway Lakes drainage system. Based on pictures and discussions, they had approximately 30 inches of water in their shed.

Commissioner Mathis asked if this was the lot previously discussed that was determined to be too low to build on. Mr. Talley answered that this is not the same property. However, this property did have problems early on with the roadside ditch and problems in the inlet. Mr. Talley is not aware of this property having any repeated problems pertaining to the structures. The water was in the house for around three hours then left, which is typical for a flash flood. A neighbor informed them of the water standing outside their house. This will happen again, and we will need a plan for what to do. Mr. Talley said that the inlet on the west side of Ivy Lane is currently holding water. Based on various data, Lee County received a twenty-five-year rain event with three to four hours of rain. Drainage systems in Lee County, as in most communities, are for a ten-year rain event. With this kind of storm and the existing drainage system, there will be flooding. With the water going away after several hours, it shows there is no bigger problem. Mr. Talley suggests doing a study to see what the system can handle and if there is a capacity issue, since it is a thirty-year-old system. He suggested Public Works could install another inlet next to the current one on Ivy Lane, which would be the most cost-effective solution.

Mr. Talley discussed the Ambleside and Wiregrass ponds. Mr. Talley presented maps to show these locations. He stated a citizen, Mr. Maddox, has had problems with damage from flooding. This pond has had problems in the past and once it gets full it begins to go into the cul-de-sac. In the past, Public Works has used an AG pump to dump water into an inlet that goes into the low area. However, that is a low area fills up also, a citizen has allowed us to pump water onto his property but has stated there is too much water and there will be damage to his trees. Currently, with new residential developments, there is no way to pump without going into citizens' driveways. Mr. Talley stated the County can no longer pump outside the County property anymore. He suggested installing a pipe in our right of way and Public Works could pump using that. The County can also install a fence around our property; that can help Public Works know when to stop pumping, by pumping until the water hits the fence.

Mr. Talley showed a map of western Lee County, which showed eight (8) miles of area with no outlets and no outlets owned by Lee County. He stated that there is nowhere for the water in this section of Lee County to go. He stated that fixing this problem would take around \$150,000.00 for surveying and \$50,000.00 to \$100,000.00 for engineering. This would just find a solution for where the water could go. With everything else needed to do this project, it could easily come to be \$1 million to \$2 million. Mr. Talley stated that we want to make sure residential property is protected when moving forward in new developments. With the newer Live Oak section, they made sure to take extra precautions and look into various things, Mr. Talley is confident that subdivision will not have problems. Mr. Talley stated that there is a limit on what they can do, since the ordinance does not state they can't build in a no outlet hole. In the long term, as these areas develop, this will be an

ongoing problem. Commissioner Mathis asked Mr. Talley to come up with a plan for the Ambleside pond and Winifred pond. Mr. Talley stated that he will work on a plan.

7. **PUBLIC HEARING**

A) A Public Hearing will be held to set the millage rate.

Chairman Singletary opened the Public Hearing at 6:21pm.

With no comments, or questions from the public, staff, or Board members, Chairman Singletary closed the Public Hearing at 6:22pm.

Consideration to adopt a resolution to set the 2024 millage rate.

Commissioner Guarnieri made the **MOTION** to adopt a resolution to set the 2024 millage rate. Commissioner Roland seconded the **MOTION**. The **MOTION** was unanimous with Commissioner Mathis and Commissioner Walls voting yea.

B) Amber Barragan (Z24-013) has submitted an application requesting a variance from the R-1 Single-Family Residential District Section 70-164, setback requirements, and is also requesting permission to encroach on Lee County Board of Commissioners property (storm water management area). The applicant hired a pool company who deviated from the County approved site plan and placed the concrete pool deck and pool structure over the rear lot line and onto the property owned by the Lee County Board of Commissioners. Applicant is also requesting permission to place the required pool fencing on Lee County Board of Commissioners property in order to abide by the State of Georgia's Environmental Health Regulations Chapter 511-3-5 Rule.18 (11) Barriers and the 2018 International Pool and Spa Code as adopted by the Georgia Department of Community Affairs. The property owner is Amber Barragan. The subject property is zoned R-1 and is located at 132 Morning Mist Drive, parcel number 040 D 366, in Land Lot 271 of the Second Land District of Lee County, Georgia. **Planning Commission recommends approval.**

Chairman Singletary opened the Public Hearing.

Assistant Planning Director Amanda Nava summarized this application. Ms. Nava stated that this pool was constructed within four feet of the rear property line, but the ordinance states it must be at least ten feet. She stated that the concrete pad extends over onto county-owned property and exceeds the 40% impervious surface requirement for R-1 lots. The planning staff feels that variance hardship is met in this case, as the applicant had no control over the pool being placed differently than the approved site plan. Ms. Nava stated that in granting this variance, it is not expected to cause substantial detriment to the public interest or the adjacent property. Commissioner Roland asked where this is located and what kind of County property it is. Ms. Nava stated it was on Morning Mist Drive, and it is a stormwater retention pond area. The slab is around two feet on the property which hinders the applicant from placing a fence. She stated that this is far away from the actual stormwater pond and would not cause any issues for the pond. Commissioner Guarnieri asked about permits and inspections. Ms. Nava stated she is not sure how inspections are completed in terms of pool placement. Within the site plan that was approved, the pool was ten feet away from the rear of the property. Commissioner Mathis asked how this happened. Ms. Nava said she is not sure as they had a site plan that was drawn to scale. The concrete slab was nowhere near the rear lot line and the site plan showed it being fifteen feet and once it was placed it was only four feet.

Commissioner Guarnieri stated that he did not have a problem with the variance.

Mr. Phil Cannon, the applicant's attorney, addressed the Board. Mr. Cannon stated that he wanted to make sure the Board knows that Ms. Barragan is an innocent party. If this variance is not passed, she

is looking at around \$100k to \$150k to tear out the pool. Mr. Cannon stated that based on his investigation, it seems like the pool company went and got a permit, then changed the plan. When they changed the pool it then pushed how far the concrete went back. Ms. Barragan reached out to a fence company that informed her that the pool was past her property line. This has been an ongoing issue for 4 to 5 months.

With no comments, or questions from the public, staff, or Board members, Chairman Singletary closed the Public Hearing.

8. **DEPARTMENTAL MATTERS**

- A) Review of the September 5, 2024 Planning Commission meeting minutes.

The meeting minutes were reviewed as presented.

- B) **Planning, Zoning & Engineering - Consideration to approve a Task Order in accordance with the already established Master Services Agreement with WSP for Multi-Family Residential Policy and R-2 Zoning Amendment Support.**

Commissioner Mathis made the **MOTION** to approve a Task Order in accordance with the already established Master Services Agreement with WSP for Multi-Family Residential Policy and R-2 Zoning Amendment Support. Commissioner Guarnieri seconded the **MOTION**. The **MOTION** was unanimous with Commissioner Roland and Commissioner Walls voting yea.

- C) **Public Works - Consideration to authorize staff to publish an RFP for an office building for Code Enforcement and Animal Control personnel.**

Chairman Singletary stated that the Code Enforcement and Animal Control personnel would be moving from the E-911 building onto Public Works property. County Manager Christi Dockery summarized the renovation, stating the Board had previously approved over \$700,000.00 for renovations, which would come from ARPA funds. Ms. Dockery stated that Public Works Director Mike Sistrunk is proposing to do a turnkey building that could be purchased, then can install septic and other amenities. Chairman Singletary asked if there were any objections. Commissioner Mathis asked about just recently approving an RFP be published for renovations to the Public Works office. Public Works Director Mike Sistrunk stated that they did, but they ran into problems with the structure. It would be easier and cheaper to erect a new building than to renovate the current building. Commissioner Mathis asked what the original renovation was and how much was approved for it. Mr. Sistrunk stated that the original plan was to add on to the current building, but they are unable to do that due to how the current buildings are laid out. There is a lot between Facilities the Animal Shelter for this turnkey building and the estimated cost is between \$120,000.00 to \$125,000.00.

Ms. Dockery stated that this turnkey building would be done instead of the renovations. Commissioner Mathis asked for staff to bring more information and pricing to the next meeting. Ms. Dockery stated that this would be coming from ARPA funds, where it was previously approved. Chairman Singletary asked what the original total was approved for. Ms. Dockery stated it was \$700,000.00, which included the Tharp Building improvements as well.

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

10. **COUNTY MANAGER'S MATTERS**

A) Updates on County projects.

County Manager Christi Dockery discussed the following updates to County projects: (1) The Fire Department sent crews to Hazelhurst and Public Works sent crews to Alapaha to help with the storm relief efforts; and (2) the 100 acres was opened for evacuees, with ACCG and GEMA on board.

B) Consideration to approve the Budget Calendar for FY 2025-26.

County Manager Christi Dockery stated this was brought to the Board early to make everyone aware they are preparing for the upcoming budget. This is the standard calendar presented every year.

The Board took no action.

C) Consideration to adopt a resolution authorizing the lease of certain real property acquired by the County pursuant to the Hazard Mitigation Grant Program.

Commissioner Mathis made the **MOTION** to adopt a resolution authorizing the lease of a certain real property acquired by the County pursuant to the Hazard Mitigation Grant Program. Commissioner Walls seconded the **MOTION**. The **MOTION** was unanimous with Commissioner Guarnieri and Commissioner Roland voting yea.

D) Consideration to adopt an amendment to the Build Agreement with Kinetic by Windstream.

County Manager Christi Dockery stated that the DCA changed the terms in the original build agreement.

Commissioner Mathis made the **MOTION** to adopt an amendment to the Build Agreement with Kinetic by Windstream subject to review by County Attorney Jimmy Skipper. Commissioner Walls seconded the **MOTION**. The **MOTION** was unanimous with Commissioner Guarnieri and Commissioner Roland voting yea.

E) Consideration to ratify the purchase of a compressor for the Oakland Library Chiller.

County Manager Christi Dockery stated that the chiller has been ordered, and it will be installed once delivered. The price for this compressor is \$18,736.39.

Commissioner Mathis made the **MOTION** to ratify the purchase of a compressor for the Oakland Library Chiller at a cost of \$18,736.39 to come from General Fund - Facilities funds. Commissioner Walls seconded the **MOTION**. The **MOTION** was unanimous with Commissioner Guarnieri and Commissioner Roland voting yea.

11. **COMMISSIONER'S MATTERS**

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

Chairman Singletary discussed the handout of roads. Each district will receive around \$1 million for roads. Commissioner Mathis asked if that's how much was needed to submit the application. County Manager Christi Dockery stated that the LMIG amount is around \$900,000.00. Chairman Singletary stated that it would be around \$200,000 per district, and then they could submit the LMIG application. Commissioner Mathis suggested doing one big road project all together. Chairman Singletary mentioned Ledo Road being done next year. Commissioner Mathis asked if this money is for next year and when it will need to be spent by. Ms. Dockery stated the application must be submitted by February, however, the money can be held for two years. Chairman Singletary stated that it could be put towards Ledo Road. Ms. Dockery stated an estimate given for the County's

portion of Ledo Road was \$1.6 million. Commissioner Walls also mentioned paving Graves Spring Road. Commissioner Mathis clarified that more roads will be paved, Ledo Road is just for the application of LMIG funds. Commissioner Walls stated that paving for Coston Road was approved for approximately \$900,000.00 last year. Chairman Singletary clarified that only the engineering for Coston Road was approved, not the paving. Ms. Dockery stated that she discussed with Matt Inman, they are working to send letters to landowners to inform them of what the road would look like if paved.

Commissioner Mathis made the **MOTION** to approve Ledo Road for the 2025 LMIG application. Commissioner Guarnieri seconded the **MOTION**. The **MOTION** was unanimous with Commissioner Roland and Commissioner Walls voting yea.

B) Discussion of the purchase of a mobile generator.

Chairman Singletary discussed the buildings that currently have a generator, adding that he feels purchasing a mobile generator and installing switches at the remaining buildings would give an opportunity to be able to move the generator to where it was needed. Chairman Singletary suggested getting a used generator that can help power the buildings, such as the library, in case of shelter needed during storms. He stated that he would like to see if Assistant Fire Chief Cole Williams could find a used generator. Commissioner Mathis stated that he would like to decide on this since it is something that has been discussed for a while. He mentioned not putting generators at buildings that are leased from the County and the Courthouse due to renovations (a generator for the Courthouse could be included in the renovation plans). Commissioner Mathis stated that that leaves the Courthouse Annex, Libraries, Parks & Recreation Office, Tax Commissioner's Office, and the Elections & Registration Office. He stated that the Redbone Library and Parks & Recreation can likely use a Generac generator. Chairman Singletary stated that he thinks if there were generator transfer switches, then it could reduce the number of generators, especially since there is a small chance all the power in the County would be out for a prolonged period of time. He stated that they could look at more generators later, if necessary.

Commissioner Mathis asked what buildings are too big for a Generac generator. Public Works Director Mike Sistrunk stated that the Tax Commissioners Office, Elections & Registrations Office, and Oakland Library were the ones that would require a bigger generator. Chairman Singletary stated that they aren't looking for a generator that can power everything, this would just be to get through a natural disaster. Mr. Williams clarified with the Board that they are wanting a switch for the Tax Commissioners Office, Elections & Registrations Office, and Oakland Library but a Generac generator for the other buildings. Commissioner Mathis asked Mr. Williams and Mr. Sistrunk to bring them a plan for these buildings.

C) Discussion of C-2 (General Business District) setback requirements.

Chairman Singletary stated that this is something that the Planning Department is currently working on and will bring it to the Board at a later date.

12. **UNFINISHED BUSINESS**

13. **COUNTY ATTORNEY'S MATTERS**

A) Consideration to approve fees to accompany the newly adopted Chapter 22 Article V of the Code of Ordinances, "Short-Term Rental Host License".

County Attorney Jimmy Skipper stated that these are annual fees to accompany the Short-Term Rental ordinance approved at the previous meeting.

Commissioner Mathis made the **MOTION** to approve fees to accompany the newly adopted Chapter 22 Article V of the Code of Ordinances, "Short-Term Rental Host License". Commissioner Guarnieri seconded the **MOTION**. The **MOTION** was unanimous with Commissioner Roland and Commissioner Walls voting yea.

14. **EXECUTIVE SESSION**

15. **PUBLIC FORUM**

Paul Clayton - Thanked Public Works for their work done on Old Leslie Road in preparation for the upcoming storm.

Sylvia Grinage - Discussed drainage ponds on Wiregrass Way.

Commissioner Mathis stated that they discussed combining the ponds but landowners did not want that. Mr. Talley is currently working on a plan for these ponds.

Chairman Luke Singletary asked if anyone else would like to speak.

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

16. **ANNOUNCEMENTS**

A) The next regularly scheduled County Commission Meeting is **Tuesday, October 22, 2024 at 6:00pm.**

During announcements, Chairman Singletary thanked all of those who helped set up the 100 acre evacuation site. Chairman Singletary commended the Elections & Registration Office for their outstanding performance award received from the State.

17. **ADJOURNMENT**

The meeting adjourned 7:03 PM.

Facebook Link: <https://www.facebook.com/leecountyga/videos/504742239069362>

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, October 22, 2024

Please recognize the following employees for their many years of service to Lee County:
5 years: Gregory Clark – PT Magistrate Court Judge
15 years: Victor Allen – Firefighter/Paramedic



LEE COUNTY

**Capital Improvements Element
2024 Annual Update:
Financial Report &
Community Work Program
Lee County, GA
Draft – October 22, 2024**

Attached is the Lee County CIE - Capital Improvement Element annual update for 2024 consisting of a financial report, as required by the Development Impact Fee Act, and an updated community work program, as required by DCA's impact fee compliance requirements.



LEE COUNTY

Life Works Well Here

PUBLIC NOTICE

A public hearing shall be held at the Opal Cannon Auditorium in the T. Page Tharp Governmental Building, located at 102 Starksville Avenue North in Leesburg, on Tuesday, October 22, 2024 at 6:00pm before the Lee County Board of Commissioners. The Board will consider a resolution transmitting a draft Capital Improvements Element Annual Update to the Southwest Georgia Regional Commission for regional review pursuant to the Georgia Planning Act of 1989.

Media Notified: 10/10/2024

Posted on Website and Official Board: 10/10/2024

Published in Legal Organ: 10/16/2024

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Chairman
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Vice-Chairman
Chris Guarnieri
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Commissioner
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County Manager
Christi Dockery

County Attorney
Jimmy Skipper

102 Starksville Avenue North
Leesburg, Georgia 31763



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

www.lee.ga.us

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

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

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

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

Lee County, GA

Financial Report

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

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

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

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

Schedule of Improvements

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

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

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

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

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

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

² Chapter 110-12-1-.03(3).

LEE COUNTY SHORT TERM WORK PROGRAM 2025-2029

Community Facilities					
Activity	Timeline	Responsible Party	Cost Estimate	Funding Source	Current Status/ Remarks
1. Prepare and implement a five year master plan of all county government offices and outside agencies to include facilities, personnel, and equipment.	2025-2029	Lee County	Staff Time	General Fund	On-Going; In-Progress
2. Ensure future improvements to water and treatment facilities that promote balanced and efficient growth and maximizes the use of existing facilities.	2025-2029	Lee County Board of Commissioners, Lee County Utilities Authority	\$10,000,000.00	Utilities Authority Revenue (25%) ARPA (75%)	Awaiting word on two grants that have been submitted for the purpose expanding water infrastructure, including a well and tank; Should know by December 2024
3. Implement a plan to discourage developments with septic systems and private treatment systems in dense developments or near environmentally sensitive areas.	2025-2029	Lee County	Staff Time; Hard Costs TBD	General Fund	On-Going; In-Progress
4. Library collections materials purchase for four (4) library branches	2025-2029	Lee County Board of Commissioners, Library Board of Trustees	\$400,000.00	Impact Fees (75%) General Fund (25%)	On-Going; In-Progress
5. New Multi-Purpose Recreation Facility located at 231 State Route 3 (100 acres purchased), planning and development of park including trail, pavilions, and boat ramp to be installed by DNR.	2025-2029	Lee County	Cost TBD	Impact Fees (30%) SPLOST (10%) Federal and State Grants (50%) General Fund (10%)	On-Going; Committee formed in 2021, with discussions and planning ongoing; trails (0.75 miles), pavillion with picnic area, and kayak launch open to the public; agreement renewed 01/11/2022 with GDNr to install boat ramp; agreement signed 8/8/2023 with Lose Design for design and development
6. Determine feasibility and Implement a plan to provide safe pedestrian and bicycle facilities network.	2025-2029	DARTS, Lee County	Staff Time; Hard Costs TBD	T-SPLOST (50%) SPLOST (25%) GDOT (25%)	On-Going; In-Progress
7. With partners and developers, plan, design, and construct the Lee County Medical Center and adjoining medical facilities and other commerical development opportunities.	2025-2029	Lee County	TBD	Public-Private Partnerships	On-going; Hospital Authority created in 2022; Financial planning agreements signed by the Lee County Development Authority (property owner) and Lee County Board of Commissioners for roads and water/sewer/ stormwater infrastructure
8. Design and construct two (2) new roads to support Lee County Medical Center and adjoining medical facilities and other commercial development opportunities.	2025-2029	Lee County	TBD	T-SPLOST (50%) SPLOST (30%) General Fund (20%)	On-going; Financial planning agreements, dated 10/25/22, signed by the Lee County Development Authority (property owner) and Lee County Board of Commissioners for roads and water/ sewer/ stormwater infrastructure
9. Maintain full-time GIS staff and technology to provide current tax parcel, zoning and other relevant data for daily operations and reporting requirements.	2025-2029	Lee County	\$350,000.00	General Fund	County currently maintains full-time GIS staff; Pictometry software implemented in 2023
10. Upgrade telecommunications equipment to mitigate/resolve cyber security risks.	2025-2029	Lee County	\$225,000.00	SPLOST	County has upgraded servers and implemented new policies to mitigate security risks; Software updates
11. Upgrade telecommunications equipment to increase Public Safety communications	2025-2029	Lee County	\$450,000.00	SPLOST (50%) General Fund (50%)	In-Progress; New radio equipment purchased from Motorola; New telecommunications tower to be constructed in Northern Lee County

12. Partner with vendors to provide Broadband internet access to those citizens in areas of the county in most need.	2025-2029	Lee County	\$25 million	Grant (50%) Windstream Partnership (40%) General Fund (5%) ARPA Funds (5%)	Resolution signed 05/24/2022; Windstream to provide broadband to unserved and underserved citizens by 2026; Kick Off Event held 06/22/2022; citizens may apply for services; Build Agreement between Lee County and Windstream signed December 2022; Broadband Ready recertification completed 11/01/2022
13. Partner with vendors to expand water and sewer resources for future residential and commercial developments.	2025-2029	Lee County Board of Commissioners; Lee County Utilities Authority	\$7,464,195.00	Grant	Completed water extension infrastructure project on US Hwy 82 to WGM business utilizing ARPA funds
14. Refresh logo and website	2025-2029	Lee County	TBD	ARPA	On-Going; Staff researching and preparing RFP documents

Natural and Cultural Resources

Activity	Years	Responsible Party	Cost Estimate	Funding Source	Current Status/ Remarks
1. Design scenic gateway features at the road entrances into the county.	2025-2029	Lee County	\$50,000.00	General Fund (10%) Grants (90%)	On-Going; Welcome sign erected at the entrance of the County on major roadways that include faces and signatures of well-known Lee Countians
2. Develop and improve canoe and kayak boat ramps; install wayfinding signage; improve water safety and rescue with installation of mile markers on Kinchafoonee Creek, Muckalee Creek and Flint River.	2025-2029	Lee County	TBD	DNR & State Grants 90%) General Fund (5%) SPLOST(5%)	On-Going; Mile markers installed along the Kinchafoonee and Muckalee Creeks; various scout projects aimed at bettering the creeks and boat landings include duck boxes, picnic tables, and message boards
3. Plan and build a community garden	2025-2029	Lee County	Staff Time; Hard Costs TBD	In-Kind Donations Partnerships Community Grants	Reach out to community partners and volunteers to plan, build, and maintain a community garden

LEE COUNTY

Annual Impact Fee Financial Report - Fiscal Year 2024

Public Facility	Libraries	Fire Protection	Communications and Security	Parks & Recreation	Admin-istration	CIE Prep (recoupment)	TOTAL
Impact Fee Fund Balance July 1, 2023	\$24,197.19	\$12,472.61	\$32,154.44	\$643,583.56	\$14,768.75	\$38,553.90	\$765,730.44
Impact Fees Collected (July 1, 2023 through June 30, 2024)	\$42,478.32	\$0.00	\$0.00	\$49,327.74	\$2,754.37	\$2,503.62	\$97,064.05
Subtotal: Fee Accounts	\$66,675.51	\$12,472.61	\$32,154.44	\$692,911.30	\$17,523.12	\$41,057.52	\$862,794.50
Accrued Interest	\$2,631.80	\$164.49	\$657.95	\$12,665.56	\$164.49	\$164.49	\$16,448.78
(Impact Fee Refunds)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
(Expenditures)	(\$60,000.00)			\$0.00			(\$60,000.00)
Impact Fee Fund Balance June 30, 2024	\$9,307.31	\$12,637.10	\$32,812.39	\$705,576.86	\$17,687.61	\$41,222.01	\$819,243.28
Impact Fees Encumbered	\$9,307.31	12,637.10	\$32,812.39	\$705,576.86			\$760,333.66

Annual Impact Fee Financial Report - Fiscal Year 2024

		Impact Fee Surcharges										
Year of Collection	CIE Prep Collections	CIE Prep Expenditures	CIE Prep Balance	Admin Collections	Subtotal - Admin	Admin Expenditures	Admin Balance					
2007	\$8,206.38	\$0.00	\$8,206.38	\$22,690.26	\$22,690.26	\$0.00	\$22,690.26					\$22,690.26
2008	\$4,805.80	\$9,927.54	\$3,084.64	\$7,085.09	\$7,085.09	\$29,342.95	\$432.40					\$432.40
2009	\$1,824.39	\$0.00	\$4,909.02	\$1,726.94	\$1,726.94	\$8,800.00	\$ (6,640.66)					\$ (6,640.66)
2010	\$2,613.28	\$0.00	\$6,820.13	\$1,948.23	\$1,948.23	\$8,800.00	\$ (13,230.12)					\$ (13,230.12)
2011	\$1,657.99	\$0.00	\$8,478.12	\$1,726.94	\$1,726.94	\$5,100.00	\$ (16,603.18)					\$ (16,603.18)
2012	\$2,613.28	\$0.00	\$11,091.40	\$2,819.87	\$2,819.87	\$4,131.00	\$ (17,914.31)					\$ (17,914.31)
2013	\$1,708.65	\$0.00	\$12,800.05	\$1,844.08	\$1,844.08	\$0.00	\$ (16,070.23)					\$ (16,070.23)
2014	\$1,676.13	\$0.00	\$14,476.18	\$1,760.66	\$1,760.66	\$0.00	\$ (14,309.57)					\$ (14,309.57)
2015	\$1,913.86	\$2,400.37	\$13,989.67	\$2,032.98	\$2,032.98	\$0.00	\$ (12,276.59)					\$ (12,276.59)
2016	\$2,012.78	\$0.00	\$16,002.45	\$2,142.28	\$2,142.28	\$0.00	\$ (10,134.31)					\$ (10,134.31)
2017	\$2,114.44	\$0.00	\$18,116.89	\$2,295.30	\$2,295.30	\$0.00	\$ (7,839.01)					\$ (7,839.01)
2018	\$7,182.13	\$0.00	\$25,299.02	\$7,769.30	\$7,769.30	\$0.00	\$ (69.71)					\$ (69.71)
2019	\$2,613.03	\$0.00	\$27,912.05	\$2,841.74	\$2,841.74	\$0.00	\$ 2,772.03					\$ 2,772.03
2020	\$2,124.55	\$0.00	\$30,036.60	\$2,335.49	\$2,335.49	\$0.00	\$ 5,107.52					\$ 5,107.52
2021	\$3,349.62	\$0.00	\$33,386.22	\$3,980.13	\$3,980.13	\$0.00	\$ 9,087.65					\$ 9,087.65
2022	\$3,082.84	\$0.00	\$36,469.06	\$3,391.29	\$3,391.29	\$0.00	\$ 12,478.94					\$ 12,478.94
2023	\$2,084.84	\$0.00	\$38,553.90	\$2,289.81	\$2,289.81	\$0.00	\$ 14,768.75					\$ 14,768.75
2024	\$2,668.11		\$41,222.01	\$2,918.86	\$2,918.86		\$ 17,687.61					\$ 17,687.61
2025												
2026												
	\$54,252.10	\$12,327.91		\$73,599.25	\$73,599.25	\$56,173.95						

Georgia, Lee County

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

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

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

Whereas, the Capital Improvements Element Annual Update was prepared in accordance with the “Development Impact Fee Compliance Requirements” and the “Minimum Planning Standards and Procedures for Local Comprehensive Planning” adopted by the Board of Community Affairs pursuant to the Georgia Planning Act of 1989, and a duly advertised Public Hearing was held on October 22, 2024 at the Southwest Georgia Regional Commission.

BE IT THEREFORE RESOLVED that the Board of Commissioners of Lee County does hereby submit the 2024 Capital Improvements Element Annual Update to the Southwest Georgia Regional Commission for Regional and State review, as per the requirements of the Development Impact Fee Compliance Requirements.

Adopted this _____ day of _____, 2024

Luke Singletary, County Commission Chairman
Lee County

ATTEST: _____



**MEMORANDUM
LEE COUNTY BOARD OF
COMMISSIONERS**

TO: Lee County Board of Commissioners
SUBJECT: **Building Inspection** - Consideration to ratify a proposal from Charles Abbott Associates, Inc. to temporarily assist with performing commercial building code inspections and plan reviews.
MEETING DATE: Tuesday, October 22, 2024

MOTION/RECOMMENDATION

Motion to ratify a proposal from Charles Abbott Associates, Inc. to temporarily assist with performing commercial building code inspections and plan reviews. Staff recommends approval.

BACKGROUND

Charles Abbott Associates, Inc. has submitted a proposal to temporarily assist with performing commercial building code inspections and plan reviews. This company has a team of professionals currently working in the Albany area and currently provides services to over 30 local communities. Since 1984, Charles Abbott Associates, Inc. (CAA) has been a leading professional services consulting firm specializing in Building & Safety, Fire Prevention, Engineering, and Environmental Services. Their mission has always been to help local and regional government agencies enhance their service delivery.

CAA will provide the plan review of all non-residential structures for compliance with all local ordinances and State and Federal laws that pertain to Building and Safety, and for compliance with the adopted Building Code.

The following services will continue to be provided at the existing hourly rates below and are subject to annual adjustments based on increases adopted by Charles Abbott Associates, Inc., as reflected in the Consumer Price Index (CPI). Any CPI increases will not exceed 3% per annum.

Service Provided	Hourly Rate	Min. Hours
Commercial/Industrial Building Inspections	\$95.00	4 Hours
Commercial/Industrial Building Plan Reviews	\$95.00	1 Hours

ATTACHMENT

1. Lee County 2024- CAA

AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 2024, by and between LEE COUNTY, hereinafter referred to as "County", with principal offices at 102 Starksville Avenue North, Leesburg, GA 31763, and CHARLES ABBOTT ASSOCIATES, INC., hereinafter referred to as "Consultant", with corporate offices located at 27201 Puerta Real, Suite 200, Mission Viejo, CA 92691 and local offices located at 20 Pointe North Drive, Suite 107, Cartersville, GA 30120.

WHEREAS, the County proposes to utilize the services of Consultant for Commercial/Industrial Building Plan Review & Inspection Services.

WHEREAS, the Consultant has represented to the County that the Consultant has the requisite qualifications and experience, and has the requisite facilities to properly perform the proposed services in a thorough, competent, professional, and workmanlike manner.

Now, therefore, in consideration of the foregoing and the mutual promises and covenants herein contained, the parties hereto agree as follows:

SCOPE OF SERVICES

- A. Consultant will perform services and the related work described above, including the review of non-residential and commercial plans and the inspection of non-residential and commercial buildings and structures.
- B. Consultant will perform services based on directives issued by the County. Consultant will not undertake any work, which will result in costs, expenses, or fees without written permission from the County. Consultant will not further subcontract or assign said work to any other individual or company without consent of the County.
- C. The County may require Consultant to provide additional services beyond the items described above. For such services, the rates and quantities will be negotiated between the County and Consultant. If approved by the County, a written work order will be provided.

COMPENSATION

- A. The County will compensate Consultant according to the fee schedule below. Rates are subject to annual adjustments based on increases adopted by Charles Abbott Associates, Inc., as reflected in the Consumer Price Index (CPI). Any CPI increases will not exceed 3% per annum.

Service Provided	Hourly Rate	Min Hours
Commercial/Industrial Building Inspections	\$95.00	4 hours
Commercial/Industrial Building Plan Reviews	\$95.00	1 hour

- B. Consultant will provide monthly invoices, which will itemize all work performed and related charges for that work. The County will pay each such invoice within 30 days of receipt of each invoice. Consultant will provide an unconditional release for any and all amounts due upon receiving payment from the County. The County will contact Consultant not later than 5 days of receipt of any invoice which is in dispute.

TERM

- A. This Agreement will take effect October _____, 2024 and will remain in effect until terminated by either party in accordance with the termination terms outlined below.
- B. This Agreement may be terminated by the County without cause by giving 30 days' written notice to the Consultant. If this Agreement is terminated by the County, Consultant will be compensated for such services up to the point of termination based on the work completed to such date. Consultant may terminate this agreement by providing the County with written notice, at least 60 days in advance of such termination. If this Agreement is terminated by the Consultant, the Consultant will be compensated for services up to the point of termination, based on the work completed to such date.
- C. Consultant will perform the services under this Agreement in a skillful and competent manner and according to the standards observed by a competent practitioner of the work in which Consultant is engaged. Services provided pursuant to this Agreement will be provided in a substantial, first class, and workmanlike manner to conform to the standards of quality normally provided in the field.

INSURANCE

- A. Consultant will neither work under this Agreement until it has obtained all insurance required hereunder from a company or companies rated A or better, nor will Consultant allow any additional Sub-Consultant to commence work for any part of this agreement until all insurance required of this Agreement (as outlined below) has been obtained.
- B. Throughout the term of this Agreement, at Consultant's sole cost and expense, Consultant will keep, or cause to be kept, in full force and effect, for the mutual benefit of the County and Consultant the following insurance policies:
- General Liability Insurance – Providing protection of \$1,000,000 per occurrence / \$2,000,000 annual aggregate against claims and liabilities for personal injury, death, or property damage arising from Consultant's activities.
 - Professional Liability Insurance – Providing protection for at least \$2,000,000 per occurrence/annual aggregate against claims and liabilities of the Consultant.
 - Automobile Liability Insurance – Providing protection for at least \$1,000,000 combined single limit.
 - Worker's Compensation Insurance – In accordance with the provisions of the laws of the State of Georgia.

All insurance required by this Agreement will be carried only with responsible insurance companies licensed to do business in the State of Georgia. General and Auto Liability policies will name the County, its officers, agents and employees as additional insured.

INDEMNIFICATION

The Consultant shall defend, indemnify and hold harmless the County, its officers, directors, employees, and agents from and against all Claims, to the extent arising out of Consultant's negligence or willful misconduct in the performance of its obligations under this Agreement. The County shall defend, indemnify and hold harmless the Consultant, its officers, directors, employees and agents from and against all Claims, to the extent arising out of the v's negligence or willful misconduct under this agreement.

NONDISCRIMINATION BY CONSULTANT

Consultant represents and agrees that Consultant does not and will not discriminate against any sub-consultant, employee, or applicant for employment because of race, religion, color, gender, handicap, or national origin. Such nondiscrimination will include, but not be limited to, the following: employment, upgrading, promotion, demotion, transfers, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

OWNERSHIP OF DOCUMENTS

Consultant agrees that all original documents, plans, reports, and other materials developed during the course of providing the services specified in the Agreement will be the property of the County and will be provided by the Consultant to the County upon their completion.

CONSULTANT'S RECORDS

Consultant will keep records and invoices in connection with its work to be performed under this Agreement. Consultant will maintain complete and accurate records with respect to the costs incurred under this Agreement. All such records will be clearly identifiable. Consultant will allow a representative of the County during normal business hours to examine, audit, and make transcripts or copies of such records. Consultant will allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of five years from the date of final payment under this Agreement.

ENTIRE AGREEMENT

This Agreement supersedes any and all agreements, either oral or written, between the parties hereto, and contains all of the covenants and agreements between the parties with respect to rendering of services described herein. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made with regard to such services by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise regarding such services not contained in this Agreement will be valid or binding. Any modification of this Agreement will be effective only if it is in writing and signed by the party to be charged.

GOVERNING LAW AND VENUE

- A. This Agreement will be governed by and construed in accordance with the laws of the State of Georgia.

- B. Lee County will be the venue for any legal proceedings, including mediation, arbitration, or court actions that are initiated regarding this Agreement.

BREACH OF AGREEMENT

If the Consultant defaults in the performance of any of the terms or conditions of this Agreement, it will have ten days after service upon it of written notice of such default in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, the County will have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity, or under this Agreement. The failure of the County to object to any default in the performance of the terms and conditions of this Agreement will not constitute a waiver of either that term or condition or any other term or condition of this Agreement.

ATTORNEY'S FEES

If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorney's fees, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which that party may be entitled.

NON-SOLICITATION

During and for a period of six (6) months following termination of this Agreement, neither party shall directly or indirectly solicit for hire or engage any personnel (whether as employee, consultant or in any other capacity) of CAA with responsibilities related to this Agreement without CAA's prior written consent.

SEVERABILITY

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

Lee County
102 Starksville Avenue North
Leesburg, GA 31763

Charles Abbott Associates, Inc.
27201 Puerta Real, Suite 200
Mission Viejo, CA 92691

Print Name

Rusty R. Reed

Print Name

Signature

Signature

Title

CEO/President

Title



MEMORANDUM LEE COUNTY BOARD OF COMMISSIONERS

TO: Lee County Board of Commissioners
SUBJECT: E-911 - Consideration to award the bid for the E-911 Center Dispatch Room Renovation project.
MEETING DATE: Tuesday, October 22, 2024

MOTION/RECOMMENDATION

Motion to award the bid for the E-911 Center Dispatch Room Renovation project. Staff recommends awarding the bid to WJ Kirksey Construction for a total of \$54,333.00.

BACKGROUND

A pre-bid meeting was held on Thursday, October 3, 2024 at 2:00pm in the Opal Cannon Auditorium of the T. Page Tharp Governmental Building, located at 102 Starksville Avenue North, Suite C, Leesburg, GA 31763. Design plans were provided and discussed at this meeting.

*To establish a standard for handling confidential information within Lee County E911 and help to ensure that nondisclosure laws and HIPPA violations are not made, all bidders were required to sign a Non-Disclosure Agreement at the pre-bid meeting prior to the issuance of building plans and entry to the E-911 Center.

Sealed bids were accepted until 2:00pm on Thursday, October 17, 2024, with bids being opened during a **public bid opening at 2:05pm on Thursday, October 17, 2024**, in the Opal Cannon Auditorium of the T. Page Tharp Building located at 102 Starksville Avenue North Leesburg, Georgia 31763.

Only one (1) vendor submitted a sealed bid:

WJ Kirksey Construction \$54,333.00

ATTACHMENT

1. Kirksey Proposal

**Invitation to Bid
Lee County
E-911 Center Renovation
RFP #091224**

Bid Form

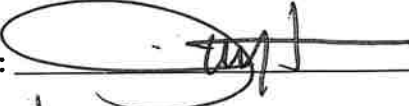
Name of Bidder/ Vendor: WJ KIRKSEY CONSTRUCTION
Contact Person: JOEY KIRKSEY
Mailing Address: 1366 HWY 82 LEESBURG, GA 31763

Telephone: 229-888-6641
Email: JKIRKSEY@WJKIRKSEY.COM

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

The renovation, including the purchase and installation of carpeting, of the Lee County E-911 Center, located at 110 Starksville Avenue North, Leesburg, GA 31763.

Total Bid Amount = \$54,333.⁰⁰

Authorized Signature:  Title: OWNER
Name Printed: JOEY KIRKSEY Date: 10/17/24



LEE COUNTY
Planning Department
Lee County, Georgia
Staff Report

Variance Application Review – Barragan, 132 Morning Mist Drive, Land Lot 271 – 2nd District

Application Name: Variance Application
Date: 10/3/2024
Applicant Name: Amber Barragan
Property Owner: Amber Barragan
Location: Land Lot 271, 2nd Land District
Parcel Size: 0.23 acres
Existing Zoning: R-1



Application Summary

The applicant requires variances for a pool constructed within the rear yard setback and for exceeding the 40% impervious surface threshold of the property. As stated in the applicant’s letter, this is request concerning construction that has already taken place on the subject property. Within Sec. 70-164 the standards for R-1 include requirements for 10-foot setbacks from side and rear property lines and additionally specify a 40% maximum lot coverage.

Sec. 70-164. - Area, height, bulk, and placement requirements.

<i>Dwelling Units Per Acre of Developable Land — R-1</i>	
<i>Well and septic</i>	<i>1 per every 2 acres</i>
<i>Water and septic</i>	<i>1 per every 1 acre</i>
<i>Water and sewer</i>	<i>3 per every 1 acre</i>
<i>Minimum Lot Width at Setback</i>	
<i>Well and septic</i>	<i>150'</i>
<i>Water and septic</i>	<i>100'</i>
<i>Water and sewer</i>	<i>Staff review*</i>
<i>Minimum Front Building Setback</i>	
<i>Front</i>	<i>35'</i>
<i>Side and rear</i>	<i>10'</i>

Maximum lot coverage	40%
Maximum building height	50'

**Each lot shall have, at a minimum, a 30-foot wide access to a public road.*

- (1) Lot length shall not be more than four times the lot width.*
 - (2) This height limitation shall not apply to grain elevators, silos, windmills, elevator legs, cooling towers, water towers, chimneys and smokestacks, or church spires.*
 - (3) With the exception of well and septic tank developments, all new roads in this district shall be curb and gutter roads as specified in [chapter 38](#) of this Code.*
 - (4) All new roads in this district shall directly connect to existing, paved, public roads.*
 - (5) All final lot sizes shall be approved by the county health department.*
- (Ord. of 12-2-2002, § 70-164)*

In this case, the pool was constructed to within approximately 4 feet of the rear property line, with adjacent concrete pavement extending over the property line onto County-owned property. A variance is required to allow the pool to remain within the setback and to allow in excess of 40% of lot coverage. This zoning-related analysis for variance does not address the factor of pavement extending beyond the property line, which is a real estate issue for Lee County and the applicant to address separately. (Note: fences are not subject to setback requirements and may be constructed within the property lines of the applicant’s property in accordance with Sec 70-97.)

The following is assessment of the Lee County Zoning Ordinance criteria for variances.

Variance Review Comments Summary

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

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

The evaluation criteria for a hardship variance are generally met in this case. The applicant’s letter makes it clear that the pool contractor, who obtained the appropriate permits for the project, ultimately failed to construct the pool according to the permit, resulting in the need for the variances. This situation is particular to this subject property in that the pool has been constructed on the property prior to realization of noncompliance with setbacks and lot coverage requirements. Relief from the rear property setback would not be expected to cause substantial detriment to the public interest or impact the purpose and intent of the zoning ordinance as the adjacent property to the rear

is owned by Lee County and the current and expected future use of that County-owned property, a stormwater retention pond and surrounding land, is not understood to be incompatible with a close-adjacent pool.

With regards to the 40% maximum lot coverage limitation, it is estimated that the existing house and driveway exceeded 40% lot coverage prior to construction of the pool and its surrounding concrete pavement. The lot is unusually small for an R-1 lot, and as a result it would not be possible to construct a pool on this particularly small parcel without a variance from the lot coverage requirement.

If approved, the variance to allow the pool to remain in its current location would be associated with expectation that an appropriate fence will be constructed within the applicant's property boundaries, following an acceptable real estate resolution with Lee County to address the extent to which construction of pavement has trespassed onto County-owned property.



LEE COUNTY
CITY OF LEESBURG
CITY OF SMITHVILLE

VARIANCE APPLICATION

OWNER: Amber Barragan
ADDRESS: 132 Morning Mist DR.

DAYTIME PHONE #: _____ EMAIL: _____

ADDRESS OR LOCATION OF PROPERTY: 132 Morning Mist DR

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

Present Zoning R1 Present Use of Property: Resident

271 Land Lot Number 2nd Land District .23 # of Acres

Reasons for requesting variance:
Kobs over pour my pool
DECK on to city property.

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

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

WITNESS _____ OWNER Amber Barragan G.

DATE: 8/22/24

DATE: 8/22/24

Application Fee: 150.00 Date Paid: 8/22/24 Received by: _____

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

Applicant Name: _____

Address: _____

Phone #: _____ Email: _____

After Recording Return To:
Watson Spence LLP
Real Estate Department
PO Box 2008
Albany, GA 31702

Order No.: 190253

LEE COUNTY, GEORGIA
REAL ESTATE TRANSFER TAX
PAID \$ 153.00
DATE 7-22-19
[Signature]
CLERK OF SUPERIOR COURT

088-2019-20758

GEORGIA, LEE COUNTY
FILED FOR RECORD ON
July 22, 2019
TIME 4:00 PM BOOK 2072 PG 138
RECORDED 7-22-19
[Signature]
SARA CLARK, CLERK
S.C.L.C. GA

LIMITED WARRANTY DEED

STATE OF GEORGIA

COUNTY OF DOUGHERTY

THIS INDENTURE, made this 19th day of July, 2019, between Chad E. Kirkpatrick and Julie R. Kirkpatrick, of the County of Lee, State of Georgia, as party or parties of the first part, hereinafter called Grantor, and Amber L. Barragon-Gonzalez, as party or parties of the second part, hereinafter called Grantee.

The words "Grantor" and "Grantee" whenever used herein shall include all individuals, corporations, and any other persons or entities, and all the respective heirs, executors, administrators, legal representatives, successors and assigns of the parties hereto, and all those holding under either of them, and the pronouns used herein shall include, when appropriate, either gender and both singular and plural, and the grammatical construction of sentences shall conform thereto. If more than one party shall execute this deed each Grantor shall always be jointly and severally liable for the performance of every promise and agreement made herein.

WITNESSETH that: Grantor, for and in consideration of the sum of Ten And No/100 Dollars (\$10.00) and other good and valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee,

All that tract or parcel of land lying and being in Land Lot 271 in the Second Land District, Lee County, Georgia, and being all of Lot 155 of Huntingdon Subdivision, Section 4, according to a map or plat of said subdivision as same is recorded in Plat Cabinet "E", Slide E-139-B, in the office of the Clerk of Superior Court of Lee County, Georgia.

SUBJECT to all zoning ordinances, easements, and restrictions of record insofar as the same may lawfully affect the above-described property.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee forever in fee simple.

AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons owning, holding or claiming by, through or under the said Grantor.

IN WITNESS WHEREOF, the Grantor has signed and sealed this deed, this 19th day of July, 2019.

[Signature]
Chad E. Kirkpatrick
[Signature]
Julie R. Kirkpatrick

Signed, sealed and delivered in the presence of:
[Signature]
Evans G. Plowden, III, Unofficial Witness
[Signature]
Lori F. Cook, Notary Public

My Commission Expires: September 10, 2022



After Recording Return To:
Watson Spence LLP
Real Estate Department
PO Box 2008
Albany, GA 31702

Order No.: 190253

LEE COUNTY, GEORGIA
REAL ESTATE TRANSFER TAX
PAID \$ 153.00
DATE: 7-22-19
Peggy Everson
CLERK OF SUPERIOR COURT
088-2019-20758

GEORGIA, LEE COUNTY
FILED FOR RECORD ON
July 22, 2019
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SARA CLARK, CLERK
S.C.L.C., GA

LIMITED WARRANTY DEED

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WITNESSETH that: Grantor, for and in consideration of the sum of Ten And No/100 Dollars (\$10.00) and other good and valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee,

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SUBJECT to all zoning ordinances, easements, and restrictions of record insofar as the same may lawfully affect the above-described property.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee forever in fee simple.

AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons owning, holding or claiming by, through or under the said Grantor.

IN WITNESS WHEREOF, the Grantor has signed and sealed this deed, this 19th day of July, 2019.

[Signature]
Chad E. Kirkpatrick
[Signature]
Julie R. Kirkpatrick

Signed, sealed and delivered in the presence of:
[Signature]
Evans G. Plowden, III, Unofficial Witness
[Signature]
Lori F. Cook, Notary Public

My Commission Expires: September 10, 2022



To Whom it may concern,

Hello, My name is Amber Barragan I am writing requesting permission to put up a fence around my new pool. A little back story I purchased this pool from Kobs Pool here in Leesburg Georgia. I had the expectation on them being a well-known local company I would have great service, and they knew the rules and regulations required to do such a large and expensive job. The pool with them cost me around 60k but with all the issues I have had to deal with I am about 75k in on fixing the issues. I have had nothing but issues with my pool and this company regarding fixing issues or management/owner to meet with me to talk about issues. This has resulted into me hiring a Lawyer to get steps moving to fix the issues. Listed Below are the problems I have has with the company.

1. Written and confirmed with salesperson we wanted a fence. We discussed color and type, mid pool build we were informed a fence was not on our contract per salesperson not adding it and they would not be fixing the issue because we were not, not given anything we did not pay for. We were under the understanding for the 60k we would have a fence and pool we would then have to pay for a fence my quote was \$5,500.
2. Was told by person who pours concrete he could pour concrete that was already purchased anywhere we wanted (example: instead of having a 6ft deck around the entire pool we could do 3ft on back side use the extra concrete and have it connected with my house and already existing concrete pad) at the end that was a lie. I then had to pay an additional \$8,500 to connect pool concrete to my house and existing concrete, have it textured like pool deck, and painted same color as pool deck.
3. My pool was finished and filled on 3/19/2024. On June 1, 2024 was the first time my pool liner came out. I contacted them immediately but because it was a Saturday no one came until following week. The gentleman who came told me the pool liner was affected due to temperature and the liner being left out to long it had stretched and the water from the rainstorm we had over that weekend got behind liner. He also stated this would always be an issue because with the heat the liner had stretched and would never fit back right. I contacted the office regarding this, they told me he didn't know what he was talking about, that this happens with all liner pools. My next question was but my pool is brand new and was made for hot days how this can already be an issue and if it is a common issue why was this not brought to my attention in the office the day I picked my liner. Never received a different answer other than blaming the heat and only solution was for the first year they will come every time my liner comes out to tuck it back but after first year I am charged every time. As of today Aug 22nd, my liner has come out in different spots 13 times. Another "fix" they wanted to do was add random super white pieces of line lock around my dark blue pool so just to give a picture it would look like my pool had white pieces of tape randomly around the edge of my pool. I asked them to put a complete strip of liner lock for me because this seems to be an issue I was denied said I could pay them, but nothing would be given. Also to state They put liner lock around my pool steps and said it would not come out it has also pulled out twice.

4. When you step on the liner you can feel it move, it has air bubbles around the edges. The steps move when you step down. All this has to do with liner not being installed correctly. I have requested to meet the Owner Kent Kobs at my house to talk about this and for me to show him the issues. He has yet to call me back nor have a meeting set up. They explained to me my warranty on the liner does not cover this only if it is ripped.
5. I contacted Atlas Fence Company for them to put my fence in (this is the same company Kobs was going to hire to put my fence in with per Chris the salesperson) they came out and measured my property and advised me my pool was over poured on to city property. This was the day I contacted a lawyer to get advice on what to do next since fixing my liner was not handled with customer service, I knew this would be a big problem and I needed assistance to make the best choices. Per my lawyer I needed to make sure Atlas was correct I was told to hire a land surveyor. It cost me \$475, and he confirmed my pool was overpoured. The next step, my lawyer told me to do was to call Kobs to give them a chance to fix it. I contacted Kobs to explain what happened. Mandy said she would talk to Kent and either her or him would contact me back. Mandy called me back and stated they spoke with the Inspectors office and per Joey Davenport I am allowed to put the fence up. I then asked Mandy for an approval letter from city stating this. She said she did not have one but would get it. About 3 weeks passed, I was out of town for work and had a family vacation. Between this time the approval letter never came from Kobs, but Atlas Fence called several times pressuring us to put this fence up asap, stated that Joey was upset with us and didn't understand why we had not already had a fence up. Due to these company's working hand and hand, I did not feel comfortable with them, so I went with a 3rd party Ryan Edmonds LLC. Ryan came to my house on July 31st with all the materials ready to start the job. Right before he started, I asked him to go downtown and get the approval letter that I never received from Kobs just to cover myself. On July 31st is when I found out Kobs never got the approval from the Inspectors office they had lied to me. I then emailed Kobs regarding the letter asking if they would send it to me. The response word for word was "No, they are now making us apply for a variance before they supply a letter". I set up a meeting myself with Mr. Joey and Ms. Amanda and there is when he told me he had not spoken to Kobs and he had already gone to my house and he would not approve the fence, but also my entire pool is poured wrong, and the blue prints the submitted was not the size or shape of my pool. Mr. Joey told me it was best to put up a temporary fence, which I did and that cost me \$350. They explained what a variance was, but I was under the understanding Kobs would file it that day July 31st and as of Aug 19th they had yet to file one. I contacted my lawyer on the next steps, he advises me we gave them enough time to file, since they did not for me to apply. I contacted Ms. Amanda on the steps.

With all this said, I am requesting to be able to put a fence up to keep my pool a safe area for my neighborhood and my small children. Thank you for your time.

Amber Barragan



125'

80'

FENCING BY OTHERS

26' FROM POOL TO SOUTH PROPERTY LINE

15' FROM POOL TO HOUSE

119' FROM POOL TO WEST PROPERTY LINE

EQUIPMENT PAD LOCATION

POWER PAD

16' FROM POOL TO NORTH PROPERTY LINE


125'

15' FROM POOL TO EAST PROPERTY LINE

.08

POOL TYPE - VINYL
POOL SIZE - 16'/32'
PATIO SIZE - 800 SQ FT
PROJECT TOTAL - 35,000.00

AMBER BARRAGAN RESIDENCE
132 MORNING MIST DRIVE / LEESBURG GA

<p>Planning, Zoning & Engineering Joey Davenport, Interim Director Amanda Nava, Assistant Director Kara Hanson, Office Manager/Planning Assistant Randy Weathersby, GIS Manager Charles Talley, GIS Technician</p>	
<p>Tel: 229-759-6000 102 Starksville Avenue N www.lee.ga.us Leesburg, GA 31763</p>	

August 1, 2024

Amber Barragan-Gonzalez
 132 Morning Mist Drive
 Leesburg GA 31763

Re: Meeting Notes from July 31, 2024

Co-County Manager Joey Davenport, Assistant Director Amanda Nava, and Homeowner Amber Barragan-Gonzalez met on this date at 2:00 P.M. to discuss the issues related to the improper placement of a swimming pool at Mrs. Barragan-Gonzalez's home at 132 Morning Mist Drive and not in compliance with the approved site plan.

Kobs Pools Inc. submitted a site plan with the permit application for the swimming pool. This application and site plan which met the ordinance and setback requirements at that time, was subsequently approved by Lee County and a permit was issued for the construction of the swimming pool.

After an inspection of the property was made, it was determined that the pool placement did not appear to follow the approved site plan. There are three primary issues concerning the pool placement by the contractor (Kobs Pools, Inc.) at this location and detailed as follows; (1) the concrete pool deck was poured over the rear property line and encroaches onto property owned by the Lee County Board of Commissioners, (2) the actual pool structure encroaches into the rear property setback (15 foot rear setback, per plat and 10 foot per ordinance; the pool is approximately 2-4 feet within the setback). (3) With that, (if approved as constructed) the required fence around the pool would also be placed over (across) the property line, which will further encroach onto Lee County's property.

In order to place the required fence and approve the already placed concrete pool deck at the rear of the pool as constructed, a variance would be required to be approved by the Board of Commissioners.

The referenced variance is a procedural matter that seeks to ask the Lee County Board of Commissioners permission to (1) encroach on their property with the required fence, (2) encroach on BOC property with the (already placed) concrete pool deck onto BOC property, and finally (3) the improper encroachment of the pool structure into the rear property setback.

This variance application would involve submitting the application, a letter of intent/explanation, and the fee of \$150.00 (the deadline to submit and to be placed on the next calendar is the last Friday of each month). The case will go before the Planning Commission, recommendation body, followed by the Board of Commissioners who have the final vote.

If you need additional information or have any questions, please contact me at amanda.nava@lee.ga.us.

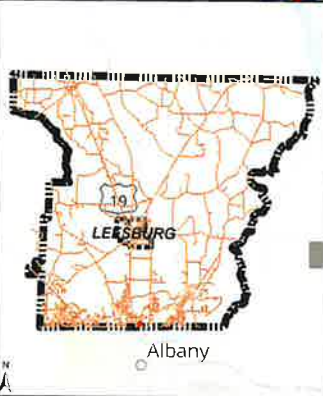
Respectfully,

Amanda Nava





Assistant Director Planning,
 Zoning and Engineering
 Lee County, Georgia


Attachments: The Permit Application from Kobs Pools, Inc. & supporting documents

Zoning - 132 Morning Mist Dr.




Legend

-  AddressPoints
-  Parcel Level Zoning
-  Building
-  Parcel



1 inch equals 36 feet



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.


Work Order #3			
CLIENT: Lee County Commission Agreement Work Order No: MSA 06/28/2022	Project Name: Lee County Planning Support Project Number: TBD		
<p>This Work Order (“Work Order”), when approved and signed by both parties, is issued under and amends that certain Agreement between the parties dated 06/28/2022 (“Agreement”). Except as expressly modified herein, all terms and conditions of the Agreement remain in full force and effect.</p>			
<p>SCOPE OF SERVICES:</p> <p>WSP shall perform the following services (“Services”):</p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> As set forth in the attached document entitled Planning/Zoning Services Proposal FY2024. <input type="checkbox"/> As described as follows: {Insert description here}. <p>The Services are <input type="checkbox"/> are not <input checked="" type="checkbox"/> in support of a U.S. Government contract.</p> <p>SCHEDULE:</p> <p>Time to complete performance of the Services is 360 days, and the date for completion is 6/30/2025.</p> <p>COMPENSATION:</p> <p>The CLIENT’s payment obligation under this Work Order is as follows:</p> <ul style="list-style-type: none"> <input type="checkbox"/> The Firm Fixed Price for the Services is <input checked="" type="checkbox"/> The Estimated Cost for the Services is Thirty Four Thousand Five Hundred Dollars (\$34,500). <p>By their signatures below, the parties acknowledge that they shall be bound by the terms of this Work Order, including the attachments hereto, and that the undersigned are authorized to enter into this Work Order.</p> <table border="0" style="width: 100%;"> <tr> <td style="width: 50%; vertical-align: top;"> CLIENT: Lee County Date: _____ By: _____ (Signature) Name: _____ (Printed Name) Title: _____ </td> <td style="width: 50%; vertical-align: top;"> WSP USA: Date: <u>October 3, 2023</u> By: _____ (Signature) Name: <u>Lee Walton, AICP</u> (Printed Name) Title: <u>Project Mgr./Asst. VP</u> </td> </tr> </table>		CLIENT: Lee County Date: _____ By: _____ (Signature) Name: _____ (Printed Name) Title: _____	WSP USA: Date: <u>October 3, 2023</u> By: _____ (Signature) Name: <u>Lee Walton, AICP</u> (Printed Name) Title: <u>Project Mgr./Asst. VP</u>
CLIENT: Lee County Date: _____ By: _____ (Signature) Name: _____ (Printed Name) Title: _____	WSP USA: Date: <u>October 3, 2023</u> By: _____ (Signature) Name: <u>Lee Walton, AICP</u> (Printed Name) Title: <u>Project Mgr./Asst. VP</u>		

Exhibit “1”



October 3, 2024

Ms. Christi Dockery, County Manager
Lee County
102 Starksville Avenue North
Leesburg, GA 31763

WSP USA Environment & Infrastructure, Inc.
2677 Buford Highway
Atlanta, GA 30324
USA
T: 404-873-4761

Ref: Master Service Agreement Task Order 3 - Planning/Zoning Services Proposal FY2025

Dear Ms. Dockery,

WSP is pleased to submit this proposal to provide planning and zoning services to support Lee County. This task proposal is in accordance with the established Master Service Agreement form. This proposal includes scope of services and associated schedules and fee estimate for planning and zoning support services during Lee County's 2025 fiscal year.

Schedule

The proposed schedule, as indicated following the detailed task descriptions below, is an approximately 10-month period extending from September 16, 2024, to June 30, 2025. WSP will coordinate with Lee County staff to confirm mutually agreeable schedules for each work item under this task order.

Cost Proposal Summary

WSP proposes to complete the described scope of services for this task in accordance with the Compensation sections of the task form.

- County Planning Commission Training - \$1,500
- Applications and Staff Reports Support - \$33,000

We will execute the identified scope of services and advise you in advance if deviation from scope of services may have impact on our ability to execute within budget. We will not exceed the indicated budget without expressed written approval from Lee County. Project financial and payment terms shall be in accordance with the attached Master Services Agreement.

Authorization

WSP proposes to accomplish the scope of services in accordance with the previously established Master Service Agreement (MSA) including standard terms and conditions which are an integral part of this proposal. Documents shall be executed in accordance with the MSA format.

We appreciate your consideration of WSP for these important efforts. If you have any questions regarding this proposal, please contact us.

Sincerely,

WSP USA Environment & Infrastructure, Inc.

Lee Walton, AICP
Project Manager

Ron Huffman, ASLA, AICP
Senior Principal

Work Order/Task 3: Lee County Planning/Zoning Support Services FY2025

(In accordance with the Master Services Agreement dated June 28, 2022, between WSP USA Environment & Infrastructure, Inc. and the Lee County Board of Commissioners)

SCOPE OF SERVICES

Understanding and Intent

Lee County has need for training and support from qualified professional planners in association with several planning initiatives underway in the County's fiscal year 2025. These planning tasks include providing training to members of the Planning Commission and providing support for the process of reviewing plans, reviewing rezoning and variance applications and providing staff reports. Lee County may determine the associated need to provide additional support. If so, such special projects will be addressed under a separate budget to be determined following definition of required scope of services and structured as a separate Work Order(s) under the MSA.

Tasks

WSP planning specialists will coordinate with the Lee County Building Official, County Manager and other County staff as appropriate to accomplish tasks. The following will structure provision of these services.

1. County Planning Commission Training – A WSP senior planner will prepare and facilitate a training session to members of the Planning Commission who will be invited to attend. The training session will be scheduled as an approximately 2-hour meeting in Lee County on a mutually agreeable date. WSP will prepare and provide an appropriately detailed training agenda and presentation, including read-ahead materials. The training meeting will involve a combination of generally applicable information for Planning Commissioners and training discussion specific to the Lee County Zoning Ordinance and Comprehensive Plan.
2. Applications and Staff Reports Support – WSP will provide technical support to Lee County staff on an as-needed basis in response to applications submitted to the County for the following: rezoning, variance, general development plan, minor subdivision, preliminary plat, and alcohol license-related planner review. WSP will perform technical analysis of draft staff reviews and provide review comments, including recommended edits, in a manner convenient for Lee County staff. Applications will be received by Lee County staff, reviewed for completeness against a standard checklist, then transmitted to WSP for review. A weekly coordination call will be scheduled to track applications status and address technical questions. WSP support is anticipated to include the following:
 - Review applications for rezoning, variance, general development plan, minor subdivision, preliminary plat and alcohol license planning review and provide reports to Lee County staff to be communicated to the Lee County Planning Commission and BOC.
 - Provide guidance for compliance with Georgia Development of Regional Impact (DRI) rules, including identifying projects that potentially exceed DRI thresholds, communicating with the Southwest Georgia Regional Commission, and communicating with applicants.
 - Provide general planning guidance, support, and coordination including a weekly coordination meeting with Lee County staff.

SCHEDULE

Period of performance of the Services shall extend to June 30, 2025, to coincide with the end of Lee County fiscal year 2025. Additionally, this work order shall capture effort expended between June 30, 2024 and September 15, 2024 associated with applications and staff reports support. Scheduling for services provision will be determined as mutually agreeable to Lee County and WSP. The project schedule may require adjustments during the course of the effort in order to respond to changing conditions and/or direction from County staff and/or elected officials.

COMPENSATION

The estimated budgets for the above-described Services is \$34,500 (thirty-four thousand five dollars) itemized as follows:

- County Planning Commission Training - \$1,500
- Applications and Staff Reports Review Support - \$33,000

Services will be provided on a time-and-materials basis according to standard hourly rates for professional services. This budget is inclusive of normal project-related expenses for travel and reproduction. Should actual services provided require in excess of the estimated overall budget, we will provide written notice in advance and request additional budget for additional services. WSP assumes that Lee County will provide appropriate facilities/locations for on-site work by WSP staff at no cost to WSP.



**MEMORANDUM
LEE COUNTY BOARD OF
COMMISSIONERS**

TO: Lee County Board of Commissioners
SUBJECT: **Public Works** - Consideration to authorize staff to publish an RFP for an office building for Code Enforcement and Animal Control personnel.
MEETING DATE: Tuesday, October 22, 2024

MOTION/RECOMMENDATION

Motion to authorize staff to publish an RFP for an office building for Code Enforcement and Animal Control personnel. Staff recommends approval.

BACKGROUND

Staff is requesting to publish an RFP for the construction of a turnkey 30ft x 40ft office building for Code Enforcement and Animal Control personnel (six total officers) that is to be located next to the Animal Shelter on the Public Works property. This would be a turnkey project, with septic and main power being provided by Public Works. The building would be a minimum of 1200 sq ft and include offices, bathrooms, storage closets, a conference room, and a break room. The front face of the building would be siding or brick.

Currently, the Code Enforcement Department along with Animal Control are using the 911 building for office space. Because of the upcoming renovations to the 911 building, staff has requested these two offices relocate. Due to certifications held and personal information required to be obtained by these officers, they are unable to share offices with others without the same certifications and clearances.

ATTACHMENT

None



**MEMORANDUM
LEE COUNTY BOARD OF
COMMISSIONERS**

TO: Lee County Board of Commissioners
SUBJECT: **Public Works** - Consideration to authorize staff to publish an RFP for renovations to the Public Works office building using ARPA funds.
MEETING DATE: Tuesday, October 22, 2024

MOTION/RECOMMENDATION

Motion to authorize staff to publish an RFP for renovations to the Public Works office building using ARPA funds. Staff recommends approval.

BACKGROUND

The Public Works Building was built in 1998 and has not had any significant renovations since it was built. Staff has increased from 17 employees to 26. After Chief Building Official Joey Davenport reviewed the site, he recommended enclosing the existing bay that currently contains the tires and convert this area into a meeting space to include a break room and lockers for employees. Public Works Director can hold training and staff meetings in this proposed meeting area. Additionally, the current bathrooms are not ADA compliant and do not accommodate the needs of the number of staff and public use.

Staff requests to put these renovations out for bid utilizing ARPA funds. Bidders will be required to submit plans and exact specifications for proposed project.

The BOC initially approved this building renovation at the April 23, 2024 meeting.

ATTACHMENT

1. ARPA FUNDS

ARPA Funds as of 4/11/2024	1,800,000.00	
Phone Recorder for 911	135,830.08	*****this is an estimate
911 MEVO Devices	14,370.00	*****this is an estimate
911 Phone System	300,000.00	****this is an estimate
Flock Camera System for Sheriff's Office	54,120.00	Have paid \$ 27,120
In car cameras with FLOCK ALPR System for Sheriff's Office	369,580.80	
Rescue Task Force Gear for Public Safety (6 sets)	11,740.02	
Microsoft 365	115,862.00	****this is an estimate
New .gov website	19,200.00	
i3 Verticle software for Magistrate Court	30,000.00	
Salary Study Implementation	250,000.00	
County Extension Van	55,000.00	
Public Works and Tharp Building Renovations	444,297.10	*****this is an estimate
Total Available ARPA Funds	<u><u>369,580.80</u></u>	

ARPA Funds as of 9/30/2024	1,477,770.75	
Phone Recorder for 911	135,830.08	*****this is an estimate
911 MEVO Devices	14,370.00	*****this is an estimate
911 Phone System	300,000.00	****this is an estimate
Flock Camera System for Sheriff's Office	27,000.00	Have paid \$ 27,120
Rescue Task Force Gear for Public Safety (6 sets)	11,740.02	
Microsoft 365	161,050.00	****this is an estimate
New .gov website	19,200.00	
County Extension Van	55,000.00	
Cost to paint Tharp Building	75,000.00	
Cost for carpet in Tharp Building	99,125.81	
Estimated cost to renovate Public Works Bathroom/Bay Area	100,000.00	****this is an estimate
Estimated cost for Code Enforcement/Animal Control Building	150,000.00	****this is an estimate
(7) Generac Generators for County Buildings	160,000.00	****this is an estimate
Estimated Cost for Mobile Generator	169,454.84	****this is an estimate
Total Available ARPA Funds	<u>0.00</u>	



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: October 18, 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
- Three 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 fall 2024

GEMA

- GEMA representatives will be working with local government, businesses, and citizens to create a Disaster Recovery and Redevelopment Plan
- 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
- Completed plan expected October 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
- On October 8, 2024, the Board voted to allocate the 2025 LMIG funds to the resurfacing of the County's portion of Ledo Road
 - City of Albany has stated they will do their portion of Ledo Road as well

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
- Received pricing on shade cloth and alternative coverings. We are exploring some other options and will report back.

Callaway Park

- Additional playground equipment has been purchased with SPLOST
- Completed fencing and solar lights
- Waiting for picnic tables, set to ship on the 9th of October

Springdale Park

- Additional playground equipment has been purchased with SPLOST
- Completed fencing and solar lights
- Benches installed
- Complete

Rivers Alive Cleanup

- Saturday, September 21, 2024
- Over 50 volunteers showed up to cover about 23 miles of Lake Chehaw, Muckalee Creek and Kinchafoonee Creek
- Approximately 780 pounds of trash was removed from our waterways

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 – waiting on Leesburg for contractor to complete.

Smithville Road Bridge

- Georgia Department of Transportation, GDOT, plans to replace the bridge over the Muckaloochee Creek on Smithville Road
- Construction and Maintenance Easements received from adjoining property owners and recorded
- Estimated Start Date: October 14 2024, with the road closure and respective detour lasting through Mid-March (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, 2022
- 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
 - Additional roads – waiting on GDOT approval

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
- Project Timeline:
 - 5-10-2022: Staff awaits engineering report for new tower
 - 9-13-2022: BOC authorizes staff to put out an RFP for the tower
 - 6-11-2023: BOC voted on location at Station 4
 - 6-27-2023: BOC voted to reconsider placement of the tower
 - 7-11-2023: BOC voted on location at Station 4
 - 8-25-2023: Motorola received notice to proceed
 - 12-12-2023: FAA approved; waiting on NEPA, awaiting Boundary analysis
 - 1-9-2024: Heard back from SHPO, advised “No Comment”
 - May 2024: Variance needed; went through the Planning Commission (5-2-2024) and BOC (5-14-2024)
 - 6-20-2024: All equipment built and ready to ship
 - 7-18-2024: Private Locate done; driller took soil samples
 - 8-1-2024: Geo tech results came back; awaiting permits
 - 9-18-2024: Construction crew finds power line that will need to be moved; Sumter EMC contacted
 - 10-17-2024: Invoice received from Sumter EMC to move power line; will take 10 days after payment is received and then construction will restart
 - 10-18-2024: Check to Sumter EMC cut

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 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
- Flags have been staked

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

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 Budget Calendar for FY 2025-2026

<u>Date</u>	<u>2025-2026 Action</u>
10/22/2024	Adopt Budget Calendar for Fiscal Year 2025-2026
02/03/2025	Distribute Budget documents to Elected Officials, Department Heads, and outside agencies
02/04 – 02/14	Elected Officials, Department Heads, and outside agencies prepare Budget request
02/17/2025	Budget Requests for Fiscal Year 2025-2026 are due to the Finance Director
02/17 – 02/28	Budget Requests are consolidated by Finance staff
03/03 – 04/04	Budget Requests are reviewed by County Manager
04/07/2025	County Manager recommended budget submitted to Board of Commissioners
04/21 – 05/02	Board of Commissioners workshops to review recommended budget
05/05/2025	Board direction on final revisions to budget
06/10/2025	Public Hearing on the budget
06/24/2025	Resolution adopting the Budget for Fiscal Year 2025-2026
07/01/2025	Fiscal Year 2025-2026 Budget is implemented



**MEMORANDUM
LEE COUNTY BOARD OF
COMMISSIONERS**

TO: Lee County Board of Commissioners
SUBJECT: Consideration to approve a proposal from Albany Elevator Service, Inc. for door lock monitor kits for the elevators at DFCS and the Courthouse Annex.
MEETING DATE: Tuesday, October 22, 2024

MOTION/RECOMMENDATION

Motion to approve a proposal from Albany Elevator Service, Inc. for door lock monitor kits for the elevators at DFCS and the Courthouse Annex at a cost of \$10,370.00 per building, or \$20,740.00 total. Staff recommends approval.

BACKGROUND

The recent adoption of ASME A17.3-2017 by Georgia’s Office of Commissioner of Insurance and Fire Safety focuses on the Elevator Safety Code for Existing Elevators and Escalators. This new regulation, specifically section 3.10.12, requires the establishment of a system that monitors and prevents the automatic operation of elevators with defective door contact circuits. Compliance with ASME A17.3 section 3.10.12 must be achieved by January 1, 2025.

Following routine preventive maintenance visits, Albany Elevator Service performed tests to evaluate the compliance of elevators at County buildings. It has been found that the following elevators do not meet the standards set by ASME A17.3-2017: DFCS and the Courthouse Annex.

ATTACHMENT

1. Quote-Door Lock Monitor-Lee Co Courthouse Annex
2. Quote-Door Lock Monitor-Lee County DFACS



TELEPHONE (229) 436-7131
FAX (229) 436-1188
Email – lgraham@albanyelevator.com

POST OFFICE BOX 1073 / ALBANY, GEORGIA 31702

10/14/2024

LEE COUNTY BOARD OF COMM
Attn: Mike Sistrunk
102 STARKSVILLE AVENUE N
LEESBURG, GA 31763

Re: Door Lock Monitoring System for Elevator Code Compliance

Dear Mike Sistrunk,

We are reaching out to inform you of the recent adoption by Georgia's Office of Commissioner of Insurance and Safety Fire of ASME A17.3-2017, specifically addressing Elevator Safety Code for Existing Elevators and Escalators. Under this adoption, section 3.10.12 mandates the implementation of a system to monitor and prevent the automatic operation of elevators with faulty door contact circuits. Compliance with ASME A17.3 section 3.10.12 is required by January 1, 2025.

Following regular scheduled preventative maintenance visits, Albany Elevator Service has conducted tests to assess compliance of elevators at your location. It has been determined that the following elevators are not in compliance with ASME A17.3-2017 and will necessitate the installation of a door lock monitor kit:

- LEE COUNTY COURTHOUSE ANNEX

Albany Elevator Service is pleased to offer the installation of the required door lock monitor kit(s) for a total price of \$10,370.00.

Thank you for entrusting Albany Elevator Service with your elevator maintenance. Should you require any further information or assistance, please don't hesitate to call me directly at (229) 436-7131.

Sincerely yours,

Lincoln Graham
Accounts Manager



TELEPHONE (229) 436-7131
FAX (229) 436-1188
Email – lgraham@albanyelevator.com

POST OFFICE BOX 1073 / ALBANY, GEORGIA 31702

10/14/2024

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Attn: Mike Sistrunk
102 STARKSVILLE AVENUE N
LEESBURG, GA 31763

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Following regular scheduled preventative maintenance visits, Albany Elevator Service has conducted tests to assess compliance of elevators at your location. It has been determined that the following elevators are not in compliance with ASME A17.3-2017 and will necessitate the installation of a door lock monitor kit:

- LEE COUNTY DFACS

Albany Elevator Service is pleased to offer the installation of the required door lock monitor kit(s) for a total price of \$10,370.00.

Thank you for entrusting Albany Elevator Service with your elevator maintenance. Should you require any further information or assistance, please don't hesitate to call me directly at (229) 436-7131.

Sincerely yours,

Lincoln Graham
Accounts Manager



PO Box 71143, Albany, GA 31708
(229) 869-4241

PROFESSIONAL SERVICES AGREEMENT

PROJECT: Ivy Lane Drainage Study, Lee County, Georgia
CLIENT: Lee County, Georgia
CONTACT: Christi Dockery – County Manager
ADDRESS: 102 Starksville Ave, North, Leesburg, Georgia 31763
TELEPHONE: 229.759.6000

SCOPE: The intent of this Agreement is for Flint River Consulting, LLC (FRC) to provide consulting services as described in Exhibit A.

SUPPORT INFORMATION: CLIENT will provide available county data and county personnel as required to complete the Scope.

EXCLUSIONS: Services not set forth above as Scope are specifically excluded from the scope of FRC's services. FRC assumes no responsibility to perform any services not specifically listed in Scope. See exclusions listed in Exhibit A.

FEES: BASIC SERVICES: Services described in Exhibit A, the Lump Sum Fee is \$12,300 and shall be billed monthly based on work completed.

ADDITIONAL SERVICES shall be any service authorized by the CLIENT and provided by FRC which is not specifically included in Scope of work as defined above. **ADDITIONAL SERVICES** shall be reimbursed at FRC standard rates (Exhibit B) for items provided in-house, or direct expenses times a multiplier of 1.10, or negotiated lump sum.

RETAINER for this project is not required.

TERMS: The Terms of the Agreement follow this page.

SCHEDULE: The proposed services shall begin upon Notice to Proceed.

Lee County (CLIENT)

By: _____

Title: _____

Date: _____

Flint River Consulting, LLC (FRC)

By: _____

Title: _____

Date: _____

Exhibit A
Ivy Lane Drainage Study
Lee County, Georgia
Scope of Work

Hydrology:

1. Delineate drainage areas that contribute to the project area
2. Develop curve numbers based on current land use
3. Develop time of concentration for each contributing basin
4. Compare computed SCS flow rates to USDA Regression Equations

Hydraulic Modeling:

1. Obtain field run survey of existing stormwater structures from Loblolly Lane to Red Tip Lane.
2. Set up existing conditions XP-SWMM model of the project area
3. Utilize available LiDAR data and field run survey shots
4. Model proposed improvements (to be determined)

Report:

1. Technical memo describing the results of the hydrologic and hydraulic modeling

Deliverables:

1. Hydrologic and hydraulic data and models

Fee:

Hydraulic Modeling:	\$ 6,500
Survey:	\$ 5,800
Total	\$12,300

Schedule:

1. FRC's goal is to furnish deliverables to client within an estimated two weeks of receipt of survey data.

Exclusions:

1. Construction design or drawings – contract is for stormwater modeling as described above. Contract does not include preparation of construction drawings or contract documents.
2. Drawings, specifications, or details
3. FEMA submittals and/or coordination
4. 2D modeling
5. Surveying: topographic, boundary, as-built, construction staking
6. FEMA (NFIP Compliance) submittals
7. Georgia EPD submittals related to state waters
8. USACE submittals, jurisdictional waters determination
9. Environmental Impact Statements or Evaluations

Exhibit B
Flint River Consulting, LLC
2024 Standard Hourly Rates

Engineering/Landscape Architecture/ROW	Hourly Billing Rate
Project Manager	\$180
Senior Engineer	\$200
Clerical	\$40

TERMS OF THE AGREEMENT

as provided herein.

1. NOTICE TO PROCEED

FRC Receipt of signed Agreement and retainer from CLIENT shall be construed as authorization for FRC to proceed with the work, unless otherwise provided for in the authorization. If CLIENT does not authorize these professional services within 60 days of FRC offer of services, this offer is void.

2. HOURLY RATES

FRC's Standard hourly rates are indicated in an attached exhibit. FRC reserves the right to adjust these rates for future calendar years.

3. DIRECT EXPENSES

FRC's Direct Expenses shall be those costs incurred on or directly for the CLIENT's Project, including but not limited to necessary transportation costs including mileage at FRC's current rate when its, or its employee's, automobiles are used, meals and lodging, laboratory tests and analyses, computer services, word processing services, telephone, printing and binding charges. Reimbursement for these expenses shall be on the basis of actual charges plus 10% when furnished by commercial sources and on the basis of usual commercial charges when furnished by FRC.

4. RETAINER, PAYMENT, SUSPENSION

As stated under "FEES" the CLIENT shall make an initial payment as a retainer, upon execution of this Agreement. The retainer shall be held by FRC and shall be applied against the final invoice. Monthly invoices will be issued by FRC for all work performed under the terms of this agreement. Invoices are due and payable on receipt and shall be considered past due if not paid within 30 calendar days. Interest at the rate of 1½% per month will be charged on all past due amounts, unless not permitted by law, in which case, interest will be charged at the highest amount permitted by law. If the CLIENT is in breach of the payment terms or otherwise is in material breach of this Agreement, FRC may suspend performance of services upon five (5) days notice to the CLIENT. FRC shall have no liability to the CLIENT, and the CLIENT agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this Agreement by the CLIENT. Upon receipt of payment in full of all outstanding sums due from the CLIENT, FRC shall resume services. If FRC's services are suspended for more than ninety (90) days, consecutive or in the aggregate, FRC may terminate this Agreement.

5. COLLECTION COSTS

If the CLIENT fails to make payments when due and FRC incurs any costs in order to collect overdue sums from the CLIENT, the CLIENT agrees that all such collection costs incurred shall immediately become due and payable to FRC. Collection costs shall include, without limitation, legal fees, collection agency fees and expenses, court costs, collection bonds and reasonable FRC staff costs at standard billing rates for the time spent in efforts to collect. This obligation of the CLIENT to pay FRC's collection costs shall survive the term of this Agreement or any earlier termination by either party.

6. TERMINATION

Either CLIENT or FRC may terminate this authorization by giving not less than five (5) days written notice to the other party. In such event CLIENT shall within fifteen (15) days of termination pay FRC in full for all work previously authorized and performed prior to effective date of termination. If no notice of termination is given, relationships and obligations created by this Authorization shall be terminated upon completion of all applicable requirements of this Authorization.

7. OUTSIDE SERVICES

When technical or professional services are furnished by an outside source, when approved by CLIENT, an additional amount shall be added to the cost of these services for FRC's administrative costs,

8. ASSIGNMENT

Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party. Subcontracting to subconsultants normally contemplated by FRC shall not be considered an assignment for purposes of this Agreement.

9. DESIGN WITHOUT CONSTRUCTION PHASE SERVICES

It is understood and agreed that FRC's Basic Services under this Agreement do not include project observation or review of the Contractor's performance or any other construction phase services, and that such services will be provided for by the CLIENT. The CLIENT assumes all responsibility for interpretation of the Plans and Contract Documents and for construction observation and the CLIENT waives any claims against FRC that may be in any way connected thereto. In addition, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless FRC, its officers, directors, employees and subconsultants against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the performance of such services by other persons or entities and from any and all claims arising from modifications, clarifications, interpretations, adjustments or changes made to the Contract Documents to reflect changed field or other conditions, except for claims arising from the sole negligence or willful misconduct of the Engineer. If the Client requests in writing that FRC provide any specific construction phase services, and if FRC agrees in writing to provide such services, then FRC shall be compensated for such as Additional Services.

10. PROFESSIONAL STANDARDS

In providing services under this Agreement, FRC will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. FRC makes no other warranty, express or implied, as to its professional services rendered under this Agreement.

11. LIMITATION OF LIABILITY

To the fullest extent permitted by law, and not withstanding any other provision of this Agreement, the total liability, in the aggregate, of FRC and FRC's officers, directors, partners, employees and subconsultants, and any of them, to the CLIENT and anyone claiming by or through the CLIENT, for any and all claims, losses, costs or damages, including attorneys' fees and costs and expert-witness fees and costs of any nature whatsoever or claims expenses resulting from or in any way related to the Project or the Agreement from any cause or causes shall not exceed the total compensation received by FRC under this Agreement. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

12. MEDIATION

In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the CLIENT and FRC agree that all disputes between them arising out of or relating to this Agreement or the Project shall be submitted to nonbinding mediation unless the parties mutually agree otherwise. The CLIENT and FRC further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the Project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with their subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between the parties to all those agreements.

13. LEGAL EXPENSES

In the event of any litigation arising from or related to this Agreement or the services provided under this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs incurred, including staff time, court costs, attorneys' fees and all other related expenses in such litigation. In the event of a non-adjudicative settlement of litigation between the parties or a resolution of a dispute by arbitration, the term "prevailing party" shall be determined by that process. In the event legal action is necessary to enforce the payment terms of this Agreement, FRC shall be entitled to collect from the CLIENT any judgment or settlement sums due, plus reasonable attorneys' fees, court costs and other expenses incurred by FRC in connection therewith and, in addition, the reasonable value of FRC's time and expenses spent in connection with such collection action, computed according to FRC's prevailing hourly rates and expense policies.

14. CONTRACTOR AND SUBCONTRACTOR CLAIMS

The CLIENT agrees, to the fullest extent permitted by law, to limit the liability of FRC and FRC's officers, directors, partners, employees and subconsultants to all construction contractors and subcontractors on the Project for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert witness fees and costs, so that the total aggregate liability of FRC and FRC's subconsultants to all those named shall not exceed FRC's total fee for services rendered on this Project. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising unless otherwise prohibited by law.

15. OWNERSHIP OF INSTRUMENTS OF SERVICE

All reports, drawings, specifications, computer files, field data, notes and other documents and instruments prepared by FRC as instruments of service shall remain the property of FRC. FRC shall retain all common law, statutory and other reserved rights, including the copyright thereto.

16. INFORMATION PROVIDED BY OTHERS

The Client shall furnish, at the Client's expense, all information, requirements, reports, data, surveys and instructions required by this Agreement. FRC may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof.

17. ENGINEER'S OPINION OF PROBABLE COST

In providing opinions of probable cost, the CLIENT understands that FRC has no control over the cost or availability of labor, equipment or materials, or over market conditions or the Contractor's method of pricing, and that FRC's opinions of probable cost are made on the basis of professional judgment and experience. FRC makes no warranty, express or implied, that the bids or the cost of the work will not vary from the opinion of probable cost.

18. CERTIFICATIONS, GUARANTEES AND WARRANTIES

FRC shall not be required to sign any documents, no matter by whom requested, that would result in FRC's having to certify, guarantee or warrant the existence of conditions whose existence FRC cannot ascertain. The CLIENT also agrees not to make resolution of any dispute with FRC or payment of amount due to FRC in any way contingent upon FRC's signing any such certification. Any certification given under this Agreement shall be an expression of FRC's professional opinion to the best of its information, knowledge and belief, and does not constitute a warranty or guarantee by FRC.

19. PROJECT SITE SAFETY

Neither the professional activities of FRC, nor the presence of FRC or its employees and subconsultants at a construction/project site, shall relieve the General Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. FRC and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The CLIENT

agrees that the General Contractor shall be solely responsible for jobsite safety, and warrants that this intent shall be carried out in the CLIENT's contract with the General Contractor. The CLIENT also agrees that the CLIENT, FRC, and FRC's subconsultants shall be indemnified by the General Contractor and shall be made additional insureds under the General Contractor's policies of general liability insurance.

20. HAZARDOUS MATERIALS

A. SUSPENSION OF SERVICES

Both parties acknowledge that FRC's scope of services does not include any services related to the presence of any hazardous or toxic materials. In the event FRC or any other party encounters any hazardous or toxic materials, or should it become known to FRC that such materials may be present on or about the jobsite or any adjacent areas that may affect the performance of FRC's services, FRC may, at its option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until the CLIENT retains appropriate consultants or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the jobsite is in full compliance with all applicable laws and regulations.

B. INDEMNITY

The CLIENT agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless FRC, its officers, partners, employees and consultants (collectively, FRC) from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or materials that exist on, about or adjacent to the Project site, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability or any other cause of action, except for the sole negligence or willful misconduct of FRC.

C. DEFINITION

As used in this Agreement, the term hazardous materials shall mean any substances, including but not limited to asbestos, toxic or hazardous waste, PCBs, combustible gases and materials, petroleum or radioactive materials (as each of these is defined in applicable federal statutes) or any other substances under any conditions and in such quantities as would pose a substantial danger to persons or property exposed to such substances at or near the Project site.

21. SEVERABILITY

Any term or provision of this Agreement found to be invalid under any applicable statute or rule of law shall be deemed omitted and the remainder of this Agreement shall remain in full force and effect.

22. ENTIRE AGREEMENT

This Agreement is the entire Agreement between the Client and the FRC. It supersedes all other communications, understandings and agreements, whether oral or written. Amendments to this Agreement must be in writing and signed by both the Client and the FRC.



PO Box 71143, Albany, GA 31708
(229) 869-4241

PROFESSIONAL SERVICES AGREEMENT

PROJECT: Ambleside Pond Improvements, Lee County, Georgia
CLIENT: Lee County, Georgia
CONTACT: Christi Dockery – County Manager
ADDRESS: 102 Starksville Ave, North, Leesburg, Georgia 31763
TELEPHONE: 229.759.6000

SCOPE: The intent of this Agreement is for Flint River Consulting, LLC (FRC) to provide consulting services as described in Exhibit A.

SUPPORT INFORMATION: CLIENT will provide available county data and county personnel as required to complete the Scope.

EXCLUSIONS: Services not set forth above as Scope are specifically excluded from the scope of FRC's services. FRC assumes no responsibility to perform any services not specifically listed in Scope. See exclusions listed in Exhibit A.

FEES: BASIC SERVICES: Services described in Exhibit A, the Lump Sum Fee is **\$24,000** and shall be billed monthly based on work completed.

EXPANDED SERVICES: Every attempt will be made to keep the disturbed area less than 1 acre. However, if design considerations or other constraints push the project area over 1 acre, then the project will need to comply with the requirements of the NPDES construction permit for linear projects for an additional fee of **\$7,000**. Notification and evidence of need will be provided to the CLIENT in the event that the expanded services are needed.

ADDITIONAL SERVICES shall be any service authorized by the CLIENT and provided by FRC which is not specifically included in Scope of work as defined above. **ADDITIONAL SERVICES** shall be reimbursed at FRC standard rates (Exhibit B) for items provided in-house, or direct expenses times a multiplier of 1.10, or negotiated lump sum.

RETAINER for this project is not required.

TERMS: The Terms of the Agreement follow this page.

SCHEDULE: The proposed services shall begin upon Notice to Proceed.

Lee County (CLIENT)

By: _____
Title: _____
Date: _____

Flint River Consulting, LLC (FRC)

By: _____
Title: _____
Date: _____

Exhibit A
Ambleside Pond Improvements
Lee County, Georgia
Scope of Work

Survey:

1. Topographic survey of proposed forcemain route
2. Locate property lines and existing easements
3. Easement plats as needed to acquire easements

Hydraulics:

1. Size proposed forcemain based on pump characteristics of existing Lee County pumps
2. Determine capacities of Ambleside ponds and the no outlet low that the forcemain connects to
3. Model pump system

Construction Plans:

1. Prepare construction drawings and details

Fee:

\$24,000 for survey and construction drawings

Expanded Services:

1. Every attempt will be made to keep the disturbed area less than 1 acre. However, if design considerations or other constraints push the project area over 1 acre, then the project will need to comply with the requirements of the NPDES construction permit for linear projects.
2. If the Expanded Services are required, an additional fee of **\$7,000** will be added to the contract.
3. Notification and evidence of need will be provided to the client in the event that the expanded services are needed.

Deliverables:

1. Construction drawings and details

Schedule:

1. FRC's goal is to furnish deliverables to client within an estimated two months of receipt of survey data.

Exclusions:

1. Contract documents.
2. Bidding services
3. Construction observation
4. FEMA submittals and/or coordination
5. 2D modeling
6. As-built surveys
7. Construction staking
8. FEMA (NFIP Compliance) submittals
9. Georgia EPD submittals related to state waters
10. USACE submittals, jurisdictional waters determination
11. Environmental Impact Statements or Evaluations

Exhibit B

Flint River Consulting, LLC 2024 Standard Hourly Rates

Engineering/Landscape Architecture/ROW	Hourly Billing Rate
Project Manager	\$180
Senior Engineer	\$200
Clerical	\$40

TERMS OF THE AGREEMENT

as provided herein.

1. NOTICE TO PROCEED

FRC Receipt of signed Agreement and retainer from CLIENT shall be construed as authorization for FRC to proceed with the work, unless otherwise provided for in the authorization. If CLIENT does not authorize these professional services within 60 days of FRC offer of services, this offer is void.

2. HOURLY RATES

FRC's Standard hourly rates are indicated in an attached exhibit. FRC reserves the right to adjust these rates for future calendar years.

3. DIRECT EXPENSES

FRC's Direct Expenses shall be those costs incurred on or directly for the CLIENT's Project, including but not limited to necessary transportation costs including mileage at FRC's current rate when its, or its employee's, automobiles are used, meals and lodging, laboratory tests and analyses, computer services, word processing services, telephone, printing and binding charges. Reimbursement for these expenses shall be on the basis of actual charges plus 10% when furnished by commercial sources and on the basis of usual commercial charges when furnished by FRC.

4. RETAINER, PAYMENT, SUSPENSION

As stated under "FEES" the CLIENT shall make an initial payment as a retainer, upon execution of this Agreement. The retainer shall be held by FRC and shall be applied against the final invoice. Monthly invoices will be issued by FRC for all work performed under the terms of this agreement. Invoices are due and payable on receipt and shall be considered past due if not paid within 30 calendar days. Interest at the rate of 1½% per month will be charged on all past due amounts, unless not permitted by law, in which case, interest will be charged at the highest amount permitted by law. If the CLIENT is in breach of the payment terms or otherwise is in material breach of this Agreement, FRC may suspend performance of services upon five (5) days notice to the CLIENT. FRC shall have no liability to the CLIENT, and the CLIENT agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this Agreement by the CLIENT. Upon receipt of payment in full of all outstanding sums due from the CLIENT, FRC shall resume services. If FRC's services are suspended for more than ninety (90) days, consecutive or in the aggregate, FRC may terminate this Agreement.

5. COLLECTION COSTS

If the CLIENT fails to make payments when due and FRC incurs any costs in order to collect overdue sums from the CLIENT, the CLIENT agrees that all such collection costs incurred shall immediately become due and payable to FRC. Collection costs shall include, without limitation, legal fees, collection agency fees and expenses, court costs, collection bonds and reasonable FRC staff costs at standard billing rates for the time spent in efforts to collect. This obligation of the CLIENT to pay FRC's collection costs shall survive the term of this Agreement or any earlier termination by either party.

6. TERMINATION

Either CLIENT or FRC may terminate this authorization by giving not less than five (5) days written notice to the other party. In such event CLIENT shall within fifteen (15) days of termination pay FRC in full for all work previously authorized and performed prior to effective date of termination. If no notice of termination is given, relationships and obligations created by this Authorization shall be terminated upon completion of all applicable requirements of this Authorization.

7. OUTSIDE SERVICES

When technical or professional services are furnished by an outside source, when approved by CLIENT, an additional amount shall be added to the cost of these services for FRC's administrative costs,

8. ASSIGNMENT

Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party. Subcontracting to subconsultants normally contemplated by FRC shall not be considered an assignment for purposes of this Agreement.

9. DESIGN WITHOUT CONSTRUCTION PHASE SERVICES

It is understood and agreed that FRC's Basic Services under this Agreement do not include project observation or review of the Contractor's performance or any other construction phase services, and that such services will be provided for by the CLIENT. The CLIENT assumes all responsibility for interpretation of the Plans and Contract Documents and for construction observation and the CLIENT waives any claims against FRC that may be in any way connected thereto. In addition, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless FRC, its officers, directors, employees and subconsultants against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the performance of such services by other persons or entities and from any and all claims arising from modifications, clarifications, interpretations, adjustments or changes made to the Contract Documents to reflect changed field or other conditions, except for claims arising from the sole negligence or willful misconduct of the Engineer. If the Client requests in writing that FRC provide any specific construction phase services, and if FRC agrees in writing to provide such services, then FRC shall be compensated for such as Additional Services.

10. PROFESSIONAL STANDARDS

In providing services under this Agreement, FRC will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. FRC makes no other warranty, express or implied, as to its professional services rendered under this Agreement.

11. LIMITATION OF LIABILITY

To the fullest extent permitted by law, and not withstanding any other provision of this Agreement, the total liability, in the aggregate, of FRC and FRC's officers, directors, partners, employees and subconsultants, and any of them, to the CLIENT and anyone claiming by or through the CLIENT, for any and all claims, losses, costs or damages, including attorneys' fees and costs and expert-witness fees and costs of any nature whatsoever or claims expenses resulting from or in any way related to the Project or the Agreement from any cause or causes shall not exceed the total compensation received by FRC under this Agreement. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

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In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the CLIENT and FRC agree that all disputes between them arising out of or relating to this Agreement or the Project shall be submitted to nonbinding mediation unless the parties mutually agree otherwise. The CLIENT and FRC further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the Project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with their subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between the parties to all those agreements.

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19. PROJECT SITE SAFETY

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agrees that the General Contractor shall be solely responsible for jobsite safety, and warrants that this intent shall be carried out in the CLIENT's contract with the General Contractor. The CLIENT also agrees that the CLIENT, FRC, and FRC's subconsultants shall be indemnified by the General Contractor and shall be made additional insureds under the General Contractor's policies of general liability insurance.

20. HAZARDOUS MATERIALS

A. SUSPENSION OF SERVICES

Both parties acknowledge that FRC's scope of services does not include any services related to the presence of any hazardous or toxic materials. In the event FRC or any other party encounters any hazardous or toxic materials, or should it become known to FRC that such materials may be present on or about the jobsite or any adjacent areas that may affect the performance of FRC's services, FRC may, at its option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until the CLIENT retains appropriate consultants or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the jobsite is in full compliance with all applicable laws and regulations.

B. INDEMNITY

The CLIENT agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless FRC, its officers, partners, employees and consultants (collectively, FRC) from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or materials that exist on, about or adjacent to the Project site, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability or any other cause of action, except for the sole negligence or willful misconduct of FRC.

C. DEFINITION

As used in this Agreement, the term hazardous materials shall mean any substances, including but not limited to asbestos, toxic or hazardous waste, PCBs, combustible gases and materials, petroleum or radioactive materials (as each of these is defined in applicable federal statutes) or any other substances under any conditions and in such quantities as would pose a substantial danger to persons or property exposed to such substances at or near the Project site.

21. SEVERABILITY

Any term or provision of this Agreement found to be invalid under any applicable statute or rule of law shall be deemed omitted and the remainder of this Agreement shall remain in full force and effect.

22. ENTIRE AGREEMENT

This Agreement is the entire Agreement between the Client and the FRC. It supersedes all other communications, understandings and agreements, whether oral or written. Amendments to this Agreement must be in writing and signed by both the Client and the FRC.

**AN ORDINANCE TO AMEND CHAPTER 6, ARTICLE II, RELATING TO
LICENSURE OF THE SALE OF ALCOHOLIC BEVERAGES WITHIN LEE
COUNTY, SO AS TO AMEND CHAPTER 6, ARTICLE II, SEC. 6-30(a) SO AS TO
ADD A PROVISION PROVIDING THAT AN APPLICANT FOR RENEWAL OF AN
EXISTING ALCOHOLIC BEVERAGE LICENSE SHALL NOT BE REQUIRED TO
PROVIDE FINGERPRINTS AS PART OF THE RENEWAL APPLICATION
PROCESS; TO PROVIDE FOR AN EFFECTIVE DATE, TO PROVIDE FOR
REPEAL OF CONFLICTING ORDINANCES, AND FOR OTHER PURPOSES**

BE IT ORDAINED by the Board of Commissioners of Lee County, Georgia, and it is hereby ordained by authority of the same, that Chapter 6, Article II, Sec. 6-30(a), relating to renewal of alcoholic beverage licenses on an annual basis is hereby repealed in its entirety and there is hereby adopted a new Chapter 6, Article II, Sec. 6-30(a), which shall provide as follows:

- (a) All alcoholic beverage licensees shall be required to apply for renewal of their licenses annually on forms prescribed by the county building official and must comply with all provisions of this Article, with the exception that neither publication of notice, a public hearing, **nor the submission of a complete set of fingerprints with the renewal application**, shall be required unless there has been a change of ownership of the business or other interests therein.

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

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

SO ORDAINED this _____ day of _____, 2024.

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

By: _____
Luke Singletary, Chairman

Attest: _____
Kaitlyn Good, County Clerk

ACTION TAKEN

FIRST READING: _____

SECOND READING: _____

DATE OF ADOPTION: _____