



LEE COUNTY BOARD OF COMMISSIONERS

T. PAGE THARP GOVERNMENTAL BUILDING

102 STARKSVILLE AVENUE NORTH, LEESBURG, GEORGIA 31763

Tuesday, June 10, 2025 AT 6:00 PM

T. PAGE THARP BUILDING

OPAL CANNON AUDITORIUM

WWW.LEE.GA.US

MEETING AGENDA

Work Session

COUNTY COMMISSIONERS

Luke Singletary, Chairman, District 2

Chris Guarnieri, Vice-Chairman, District 4

Dennis Roland, Commissioner, District 1

Billy Mathis, Commissioner, District 3

George Walls, Commissioner, District 5

COUNTY STAFF

Joey Davenport, Co-Assistant County Manager

Heather Jones, Co-Assistant County Manager

Kaitlyn Good, County Clerk

Jimmy Skipper, County Attorney

1. CALL TO ORDER

2. INVOCATION

3. PLEDGE OF ALLEGIANCE

4. APPROVAL OF MINUTES

A) Consideration to approve the minutes from the May 23, 2025 Budget Workshop.

B) Consideration to approve the minutes from the May 27, 2025 Board of Commissioners meeting.

5. CONSENT AGENDA

6. NEW BUSINESS

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

B) Deana Hawkins-Perry, VP of Government Affairs in Georgia, to present on Windstream's progress.

7. PUBLIC HEARING

A) The Lee County Board of Commissioners will hold a public hearing regarding the **proposed 2025-2026 Budget**.

B) The Lee County Board of Commissioners will hold a public hearing regarding the **proposed amendment to the Multi-Family Housing section of the Comprehensive Plan**.

C) Text Amendment (**T25-004**) to amend the zoning ordinance Chapter 70, Article XI, Section 70-347 (12) of the Lee County Code of Ordinances, to remove the permitted use, "Medical and/or dental clinics" and add the use as a conditional use under Chapter 70, Article XI, Section 70-348, to read as "**Clinics: Medical and/or dental**". *Planning Commission unanimously recommended approval.*

D) Text Amendment (**T25-005**) to amend the zoning ordinance Chapter 70, Article VI, Sections 70-196, 70-199, 70-200, 70-201, and 70-202 of the Lee County Code of Ordinances, to **remove, amend, and add regulations**, based on the Lee County R-2 moratorium and the results of the requested studies for the **R-2 Multi-Family Zoning District**. *Planning Commission unanimously recommended approval.*

8. **DEPARTMENTAL MATTERS**

- A) **Planning, Zoning & Engineering** - Review of the minutes from the May 1, 2025 Planning Commission meeting.

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

10. **COUNTY MANAGER'S MATTERS**

- A) Consideration to approve the renewal lease of one (1) year for DFCS.
- B) Consideration to approve the renewal lease of one (1) year for the Department of Juvenile Justice.
- C) Consideration to approve the renewal lease of one (1) year for the Department of Audits and Accounts.
- D) Consideration to approve a one (1) year contract for Circuit Public Defender David T. Winheim.
- E) Consideration to approve a one (1) year NPDES Permit Contract with Aulick Engineering.
- F) Consideration to approve a one (1) year On-Call Contract with Aulick Engineering.
- G) Consideration to approve an agreement with Reliable Engineering for the 2025 LRA projects.
- H) Consideration to approve and agreement with Reliable Engineering for the Ledo Road project.

11. **COMMISSIONER'S MATTERS**

- A) Consideration to appoint Scott Addison as County Manager.

12. **UNFINISHED BUSINESS**

- A) Consideration to approve the estimated rollback rate of 12.38 mills.

13. **COUNTY ATTORNEY'S MATTERS**

14. **EXECUTIVE SESSION**

15. **PUBLIC FORUM**

16. **ANNOUNCEMENTS**

- A) The next commission meeting will be held June 24, 2025 at 6:00pm.
- B) The offices of the Lee County Board of Commissioners will be **closed Thursday, June 19, 2025** in observance of Juneteenth. County offices will reopen for regular business on Friday, June 20, 2025. **Garbage services will not be affected.**
- C) Events for the **Juneteenth Celebration** will be held Thursday, June 12, 2025 – Sunday, June 15, 2025, with the **parade and festival being held Saturday, June 14, 2025 at 10:00am in Leesburg.** For the full schedule and more information, please visit www.georgiaroots.org or contact Mrs. Trish Batten.

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

Friday, May 23, 2025 AT 9:00 AM

T. Page Tharp Building

Kinchafoonee Room

WWW.LEE.GA.US

MEETING MINUTES

Budget Workshop

COUNTY COMMISSIONERS

Luke Singletary, Chairman, District 2

Chris Guarnieri, Vice-Chairman, District 4

Dennis Roland, Commissioner, District 1

Billy Mathis, Commissioner, District 3

George Walls, Commissioner, District 5

COUNTY STAFF

Joey Davenport, Co-Assistant County Manager

Heather Jones, Co-Assistant County Manager

Kaitlyn Good, County Clerk

Jimmy Skipper, County Attorney

The Budget Committee of the Lee County Board of Commissioners met in a budget workshop on Friday, May 23, 2025. The meeting was held in the Kinchafoonee Room of the Lee County T. Page Tharp Governmental Building in Leesburg, Georgia. Those present were Commissioner Chris Guarnieri and Commissioner Luke Singletary (via Microsoft Teams). Staff in attendance were Co-Assistant County Manager Joey Davenport, Co-Assistant County Manager Heather Jones, and County Clerk Kaitlyn Good. Budget Committee Chairman Guarnieri called the meeting to order at 9:00 AM.

1. **CALL TO ORDER**

2. **NEW BUSINESS**

A) **Discussion of the proposed District Attorney's Office departmental budget.**

District Attorney Lewis Lamb and Miles O'Quinn were present on behalf of the District Attorney's Office. Mr. Lamb summarized that while this year's budget request is for approximately \$225,000.00 in the proposed budget, only approximately \$172,666.00 was approved. The majority of the request is for basic operating expenses. The state does not pay for operating expenses and only provides funding for a few of the employees. Mr. Lamb added that the amount of work and caseload across the circuit (serves six counties) requires many employees. Their office also performs services for Lee County Magistrate Court. All counties served received a request for an increase in funding, with the amount of funding being determined by caseload.

Those present were provided with supplemental materials, such as the department's proposed budget and funds budgeted from the other counties within the circuit. Mr. Lamb stated that he understands he may not get the entire amount requested and would accept an 8% increase. Commission Chairman Luke Singletary stated that this department had received budget increases nearly every year recently and asked for further explanation as to why additional funds were needed. A meeting similar to this was held last year around this time as well. Mr. Lamb stated the office is trying to make up for loss of the VOCA Grant and ARPA funding as well as provide a basic COLA to employees. Mr. Lamb added that had his department received the funding asked for last year, he wouldn't be needing to request so much this year.

Commission Chairman Luke Singletary stated that he understood the needs of the department and wished to have some time to speak with Commissioner Guarnieri and Co-Assistant County Manager/ Finance Director Heather Jones to decide on further action.

B) **Discussion of 2025-2026 health insurance plan renewal.**

Chad Slaughter of Marsh McClennan Agency presented on the healthcare renewal and provided a handout that included claims through March 2025 and renewal proposals for the upcoming fiscal year. In FY2024-2025 there was one (1) lasered employee, seven (7) claimants with costs over \$100,000.00, a total of net paid claims of \$2,414,715.00, and approximately \$1,352,266.00 paid by reinsurance. This year was driven by several large claims. Of the claims over \$100,000.00, five (5) were in the Platinum plan and two (2) were in the Gold plan. Current employee and family enrollment includes: 48 employees on the Platinum plan, 97 employees on the Gold plan, and 42 employees on the Silver plan.

The following vendors provided proposals for healthcare for FY2025-2026: Anthem BlueCross BlueShield, Swiss Re, and Symetra. With the given proposals, Anthem BlueCross BlueShield was determined to still be the best option for healthcare. Mr. Slaughter stated that there was not an increase in contributions last year and healthcare costs are rising. Anthem will be moving to being all digital for Explanation of Benefits, insurance cards, and all claim documentation,

The committee will recommend the following to the Board of Commissioners: A 15% increase in employee contribution for Platinum plan members, a 10% increase for Gold plan members, and a 10% increase for Silver plan members. Know the Costs and telehealth services with Healthiest You will also remain as is for FY2025-2026.

C) General review and discussion of the proposed FY2025-2026 Board of Commissioners budget.

No further review or discussion of the FY2025-2026 Board of Commissioners budget was conducted.

3. **PUBLIC FORUM**

4. **ANNOUNCEMENTS**

5. **ADJOURNMENT**

The meeting adjourned at 10:30 AM.

CHAIRMAN

ATTEST:

COUNTY CLERK



LEE COUNTY BOARD OF COMMISSIONERS

T. PAGE THARP GOVERNMENTAL BUILDING

102 STARKSVILLE AVENUE NORTH, LEESBURG, GEORGIA 31763

Tuesday, May 27, 2025 AT 6:00 PM

T. PAGE THARP BUILDING

OPAL CANNON AUDITORIUM

WWW.LEE.GA.US

MEETING MINUTES

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

Joey Davenport, Co-Assistant County Manager

Heather Jones, Co-Assistant County Manager

Kaitlyn Good, County Clerk

Jimmy Skipper, County Attorney

The Lee County Board of Commissioners met in a voting session on Tuesday, May 27, 2025. The meeting was held in the Opal Cannon Auditorium of the Lee County T. Page Tharp Governmental Building in Leesburg, Georgia. Those present were Chairman Luke Singletary, Commissioner Dennis Roland, Commissioner Billy Mathis, and Commissioner George Walls. Staff in attendance were Co-Assistant County Manager Joey Davenport, Co-Assistant County Manager Heather Jones, and County Clerk Kaitlyn Good. Vice-Chairman Chris Guarnieri and County Attorney Jimmy Skipper were absent. The meeting was also streamed on Facebook Live. Chairman Singletary called the meeting to order at 6:00 PM.

1. **CALL TO ORDER**

2. **INVOCATION**

A) Pastor Cole Friar, First Baptist Church of Albany, to lead the invocation.

Pastor Cole Friar led the invocation.

3. **PLEDGE OF ALLEGIANCE**

4. **APPROVAL OF MINUTES**

A) Consideration to approve the minutes from the May 13, 2025 Board of Commissioners meeting.

Commissioner Roland made the **MOTION** to approve the minutes from the May 13, 2025 Board of Commissioners meeting. Commissioner Mathis seconded the **MOTION**. The **MOTION** was unanimous with Chairman Singletary voting yea.

B) Consideration to approve the minutes from the May 19, 2025 Special Called Meeting of the Board of Commissioners.

Commissioner Roland made the **MOTION** to approve the minutes from the May 19, 2025 Special Called Meeting of the Board of Commissioners. Commissioner Mathis seconded the **MOTION**. The **MOTION** was unanimous with Chairman Singletary voting yea.

Commissioner George Walls entered the meeting at 6:03pm.

5. **CONSENT AGENDA**

6. **NEW BUSINESS**

- A) Paul Fryer, Congressman Sanford Bishop's Office, to address the Board and honor former County Manager Christi Dockery.

Mr. Paul Fryer addressed the Board to honor former County Manager Christi Dockery. He stated that he worked with Ms. Dockery for many years and she was a dedicated employee. He said that Congressman Sanford Bishop wanted to recognize Ms. Dockery's outstanding achievements. Mr. Fryer read a letter from Congressman Bishop. Mr. Fryer presented Ms. Dockery with a certificate of special recognition. Ms. Dockery previously received this recognition for being County Clerk of the Year. Ms. Dockery stated that she was honored to receive this from Congressman Bishop.

- B) Recognition of employees' years of service.

Chairman Luke Singletary recognized the following employees for their years of service:

5 years: Jacobi McKenzie - State Certified Operator with Utilities Authority

15 years: William Smith - Major, Investigations

20 years: Billy Davis Jr. - Firefighter, EMTA

- C) Kurt Lamon to address the Board regarding the placement of a subdivision sign.

Kurt Lamon addressed the Board. He stated that he is speaking on behalf of Sawtooth Oaks Development regarding the new subdivision on Lovers Lane Road. This sign is similar to what was done with Cypress Cove a few years ago. Mr. Lamon said that they are requesting permission to place the sign in the right-of-way, the grass divider. The placement is 49 feet from the edge of the road, this will not obstruct any views of traffic. Planning Director Amanda Nava-Estill stated that one of the requirements is asking for permission to place these signs.

Commissioner Mathis made the **MOTION** to approve the placement for the subdivision sign. Commissioner Roland seconded the **MOTION**. The **MOTION** was unanimous with Commissioner Walls voting yea.

7. **PUBLIC HEARING**

8. **DEPARTMENTAL MATTERS**

- A) **Planning, Zoning & Engineering - Consideration to extend the Multi-Family Moratorium until June 30, 2025.**

Commissioner Mathis made the **MOTION** to approve extending the Multi-Family Moratorium until June 30, 2025. Commissioner Walls seconded the **MOTION**. The **MOTION** was unanimous with Commissioner Roland voting yea.

- B) **Consideration to approve the following Zoning Text Amendments (T25-002):**

-A request to amend Article I.-Introductions, Sec.70-6. Definitions of the Lee County Code of Ordinances, with respect to removing the Motor Vehicle Wash Establishment definition and adding the Car Wash Establishment definition. *Planning Commission recommended approval.*

-A request to amend Article V. Sec 70-164. Area, height, bulk, and placement requirements of the Lee County Code of Ordinances, with respect to the Dwelling Units Per Acre of Developable Land-R-1 chart, amending the three (3) per every one (1) acre requirement for water and sewer to two (2) for every one (1) acre for water and sewer. *Planning Commission recommended approval.*

-A request to add Car Wash Establishment to Article XII. - C-2 General Business District under Sec. 70-383. - Conditional uses. *Planning Commission recommended approval.*

PUBLIC HEARING AND FIRST READING HELD MAY 13, 2025

Commissioner Mathis made the **MOTION** to approve the Zoning Text Amendments (T25-002). Commissioner Walls seconded the **MOTION**. The **MOTION** was unanimous with Commissioner Roland voting yea.

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

- A) Consideration to appoint one (1) member to the **Regional Commission Council of Southwest Georgia** for a term of one (1) year. Term expires 01/01/2026. Letter of interest in appointment received from Renea Miller.

Commissioner Roland made the **MOTION** to appoint Renea Miller to the Regional Commission Council of Southwest Georgia. Commissioner Walls seconded the **MOTION**. The **MOTION** was unanimous with Commissioner Mathis voting yea.

- B) **Tax Assessor's Office** - Consideration to approve the estimated rollback rate of .026.

Commissioner Mathis stated that previously there had been confusion regarding these numbers. He asked if the number was double-checked and ensured that it was correct. Chief Tax Assessor Doug Goodin stated that this is an estimate on the rollback due to the current numbers they have received. This is not the final number, but it is required for the assessment notices. Chairman Singletary stated that he spoke to Finance Director Heather Jones and this number is hard to estimate because the digest can be different. Ms. Jones stated that they used the same rate as last year and that is their best estimate.

Commissioner Mathis made the **MOTION** to approve the estimated rollback rate of .026. Commissioner Walls seconded the **MOTION**. The **MOTION** was unanimous with Commissioner Roland voting yea.

10. **COUNTY MANAGER'S MATTERS**

- A) Updates on County projects.

Co-Assistant County Manager Joey Davenport discussed the following updates to County projects: (1) A kickoff meeting for the Courthouse addition will be held on June 5, 2025; and (2) the information for the LMIG and LRA projects will be presented at the next meeting.

- B) Consideration to approve the First Amendment to the Intergovernmental Agreement with the Board of Regents of the University of Georgia for 695 Jordan Road.

Chairman Singletary stated that County Attorney Jimmy Skipper has reviewed and approved this agreement. This will lengthen the existing agreement for nine (9) more years.

Commissioner Roland made the **MOTION** to approve the First Amendment to the Intergovernmental Agreement with the Board of Regents of the University of Georgia for 695 Jordan Road. Commissioner Walls seconded the **MOTION**. The **MOTION** was unanimous with Commissioner Mathis voting yea.

11. **COMMISSIONER'S MATTERS**

- A) Consideration to approve a healthcare renewal plan for FY2025-2026. *HANDOUT*

Chairman Singletary summarized the Budget Workshop held May23, 2025 during which Chad Slaughter of Marsh McLennan Agency presented to the Budget/ Personnel Committee. There is an increase in expected claims, but the fixed cost will remain flat. The stop-loss insurance is going

from \$80,000.00 to \$100,000.00. There will be an increased employee contribution rate of 15% in the platinum plan, 10% in the gold plan, and 10% in the silver plan. He stated that Finance Director Heather Jones has amended the budget for this.

Commissioner Roland made the **MOTION** to approve a healthcare renewal plan for FY2025-2026. Commissioner Walls seconded the **MOTION**. The **MOTION** was unanimous with Commissioner Mathis voting yea.

12. **UNFINISHED BUSINESS**

13. **COUNTY ATTORNEY'S MATTERS**

14. **EXECUTIVE SESSION**

- A) The Board of Commissioners will hold an Executive Session for the discussion or deliberation on the appointment, employment, compensation, hiring, disciplinary action or dismissal, or periodic evaluation or rating of a county officer or employee as provided in O.C.G.A. 50-14-3(6).

Commissioner Roland made the **MOTION** to adjourn to Executive Session. Commissioner Walls seconded the **MOTION**. The **MOTION** was unanimous with Commissioner Mathis voting yea. Time: 6:21pm

Commissioner Walls made the **MOTION** to adjourn from Executive Session. Commissioner Mathis seconded the **MOTION**. The **MOTION** was unanimous with Commissioner Roland voting yea. Time: 6:38pm

Chairman Singletary announced that the sole finalist for the County Manager position is Mr. Scott Addison.

15. **PUBLIC FORUM**

Public Forum was held before the Executive Session.

Paul Clayton discussed the upcoming road and sand on Old Leslie Road. He stated that it would be cheaper to pave the road than the current upkeep.

Sam Johnson discussed the right-of-way for Old Leslie Road. Mr. Johnson stated that there are drainage and safety issues on Old Leslie Road, including ATVs on the road.

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

16. **ANNOUNCEMENTS**

- A) The next Board of Commissioners meeting will be held June 10, 2025 at 6:00pm.
- B) Lee County's Bicentennial Celebration event will be held Friday, June 6, 2025 from 6:00pm-10:00pm in Downtown Leesburg in front of the Courthouse and Governmental Building.

17. **ADJOURNMENT**

The meeting adjourned at 6:39pm.

CHAIRMAN

ATTEST:

COUNTY CLERK



Year-End Updates

July 1, 2024- June 30, 2025

LEE COUNTY
family connection

Stable & Self-Sufficient Families

Early Literacy Intervention Birth to age 8

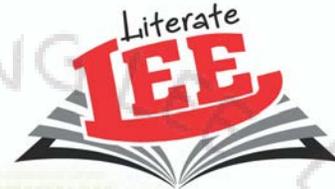


3,363 Bags Distributed

92 Volunteers

482 Volunteer Hours

Valued @ \$16,142.18



Thanksgiving

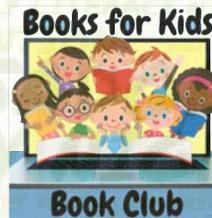
40 Families Served w/Shelf

Stable, Produce & Turkey

15 Volunteers

60 Volunteers Hours

Valued @ \$2,009.40



56 Book Clubs

6 Special Events

2,255 Books Distributed

66 Volunteers

198 Volunteer Hours

Valued @ \$6,631.02

Christmas

65 Families Served w/Shelf

Stable & Produce



65 Families

214 Children

109 Volunteers

432 Volunteer Hours

Valued @ \$14,467.68



7 Sessions

42 Families

63 Adults

126 Children

70 Volunteers

210 Volunteer Hours

Valued @ \$7,032.90

Youth Leadership Development



Co-Hort #1

Class of 2027

22 Ambassadors

3 Quarterly Sessions



84 Nominees

65 Applicants

31 JLLA Graduates

5 Monthly Sessions



Co-Hort #2

Class of 2028

26 Ambassadors

3 Quarterly Sessions



Co-Hort #3

Class of 2029

29 Ambassadors

Commences Fall 2025

Volunteer Hour Value \$46,283.18 -- Funds Raised for Programs - \$66,000

Total Annual Investment: \$112,283.18



PUBLIC NOTICE

A copy of the proposed budget for the Lee County Board of Commissioners for FY 2025-2026 is available for review at the County Clerk's Office at the T. Page Tharp Governmental Building, 102 Starksville Avenue North, Leesburg, GA and on the website at www.lee.ga.us. Copies are also available for public review at all Lee County libraries: (1) the Leesburg Library, 245 Walnut Avenue South, (2) the Oakland Library, 445 Oakland Parkway West, (3) the Redbone Library, 104 Thundering Springs Road, and (4) the Smithville Library, 116 Main Street, during normal operating hours.

The Lee County Board of Commissioners will hold a Public Hearing regarding the proposed FY 2025-2026 budget on Tuesday, June 10, 2025 at 6:00pm in the Opal Cannon Auditorium of the T. Page Tharp Governmental Building, located at 102 Starksville Avenue North, Leesburg, GA 31763. This Public Hearing is open to the public and the public is encouraged to attend.

The Lee County Board of Commissioners will adopt the FY 2025-2026 proposed budget June 24, 2025 at 6:00pm. The meeting will be held in the Opal Cannon auditorium of the T. Page Tharp Governmental Building, located at 102 Starksville Avenue North, Leesburg, GA 31763. The public is encouraged to attend and observe this meeting.

Media Notified: 05/23/2025
Published in Legal Organ: 05/28/2025; 06/04/2025
Posted on Website and Official Board: 05/23/2025

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Chairman
Luke Singletary
District 2

Vice-Chairman
Chris Guarnieri
District 4

Commissioner
Dennis Roland
District 1

Commissioner
Billy Mathis
District 3

Commissioner
George Walls
District 5

County Manager

County Attorney
Jimmy Skipper

102 Starksville Avenue North
Leesburg, Georgia 31763



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

www.lee.ga.us



LEE COUNTY

Board of Commissioners

One of Georgia's original counties ~ Established in 1825

PUBLIC HEARING NOTICE

Lee County is conducting a Public Hearing to amend the Lee County Joint Comprehensive Plan on **Tuesday, June 10, 2025 at 6:00pm in the Opal Cannon Auditorium of the T. Page Tharp Governmental Building, located at 102 Starksville Avenue North, Leesburg, Georgia 31763.** In accordance with the Georgia Minimum Standards and Procedures for Local Comprehensive Planning (Chapter 110-12-1 et seq.), a public hearing must be conducted as a part of the process in making an amendment to the Comprehensive Plan.

The purpose of this hearing is to brief the community on the proposed amendment to the Multi-Family Housing section of the Comprehensive Plan and offer opportunities for public participation and input. Copies of the current Comprehensive Plan are available for viewing and downloading at <http://www.lee.ga.us/government/departments/planning.html> or at the following location:

Lee County T. Page Tharp Governmental Building

102 Starksville Avenue, North
Leesburg, GA 31763
(229) 759-6000
Monday-Friday 8:00am-5:00pm

All questions should be directed to: Lee County Planning, Zoning & Engineering at (229) 759-6000.

Media Notified: 05/20/2025

Published in Legal Organ: 05/28/2025; 06/04/2025

Posted on Website and Official Board: 05/20/2025

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

Chairman
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County Manager

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Jimmy Skipper

102 Starksville Avenue North
Leesburg, Georgia 31763

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

www.lee.ga.us

Lee County Multi-Family

Lee County Comprehensive Plan, 2024 Update

Goals & Policies – Housing (page 14)

Goal: Housing Options

Lee County will work with the cities of Leesburg and Smithville to promote an adequate range of safe, affordable, inclusive, and resource-efficient housing to meet the needs of in the broader community. This may be achieved by encouraging the development of a variety of housing types, sizes, costs, and densities in each neighborhood, instituting programs to provide housing for residents of all socio-economic backgrounds or coordinating with local economic development programs to ensure the availability of adequate workforce housing in the community. Within unincorporated Lee County infrastructure capacity constraints limit the potential for higher density housing. Smart growth principles suggest locating higher density housing within or near town centers where there are community services, employment opportunities, and institutions such as schools. As unincorporated Lee County is primarily rural, its residential character should be appropriately scaled with low density housing. The integrity of existing neighborhoods and rural residential areas should be protected. Higher intensity development should be steered into Leesburg and Smithville and immediately adjacent areas that could be annexed into those cities.

Policies

1. Increase opportunities for low-to-moderate-income families to move into attainable owner-occupied housing.
2. Seek to balance the supply of housing and employment in our community and consider their location to each other.
3. Support the development of Downtown Leesburg to improve overall attractiveness and local quality of life.
4. Preserve the character of established neighborhoods, protect them from new development with incompatible character, and support revitalization efforts to increase housing opportunities and neighborhood stability.
5. Make use of available grants to rehabilitate substandard or dilapidated housing.
6. Review our tax policies and ordinances that address housing development for business purposes such as hotels, Airbnb, and other structures that generate revenue.
- 6.7. Restrict housing development in unincorporated Lee County to that which does not require sewer until such time as the sewer capacity limitations are addressed through wastewater treatment plant capacity expansion.

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF LEE COUNTY,
GEORGIA FORMALLY ADOPTING MINOR AMENDMENTS TO THE LEE
COUNTY AND CITIES JOINT COMPREHENSIVE PLAN**

WHEREAS, the Lee County Board of Commissioners is required to review its existing Comprehensive plan to determine if the plan reflects the current activities, according to the Georgia Planning Act of 1989; and

WHEREAS, the Lee County Board of Commissioners has found it necessary to make minor revisions to the comprehensive plan as relates to unincorporated Lee County; and

WHEREAS, the Lee County Board of Commissioners has held the required public meetings, and the plan promotes activities that are responsive to the current planning and community development needs of its citizenry; and

WHEREAS, the Lee County Board of Commissioners has notified the elected officials of the City of Leesburg and the City of Smithville of the proposed Comprehensive Plan minor amendments;

THEREFORE, be it resolved by the Board of Commissioners of Lee County, and it is hereby resolved by authority of the same, that the proposed amendments updates to the Lee County Comprehensive Plan, attached to and incorporated into this Resolution as Exhibit “A” hereto, are hereby adopted.

BE IT FURTHER RESOLVED that the amendments to the Lee County Joint Comprehensive Plan adopted in accord with this Resolution shall be submitted to the Southwest Georgia Regional Commission for transmittal to the Georgia Department of Community Affairs as provided by applicable Georgia law.

SO RESOLVED effective this _____ day of _____ 2025 at 6:00 o'clock p.m. by the governing body of Lee County, Georgia.

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

By: _____

Luke Singletary, Chairman

Attest: _____

Kaitlyn Good, County Clerk

Amanda Nava

From: smithvillecity@bellsouth.net
Sent: Friday, May 30, 2025 11:26 AM
To: Amanda Nava
Subject: Re: Comprehensive Plan Updates

Good afternoon. Thank you for sending the notice.

Cassandra

City of Smithville
P.O. Box 180
116 S. Main Street
Smithville, GA. 31787

On Tuesday, May 27, 2025 at 12:31:28 PM EDT, Amanda Nava <amanda.nava@lee.ga.us> wrote:

Good afternoon,

Lee County is proposing a Comprehensive Plan amendment changing circumstances concerning housing applicable to the unincorporated areas of the county. The Regional Commission has reviewed these amendments and has provided feedback that this amendment would be considered a minor amendment with respect to DCA Minimum Standards.

An associated planning analysis has been completed for Lee County and an advertised public hearing on the proposed amendment was held on March 11, 2025, with another planned for June 10, 2025, prior to adoption of the resolution for the amendment.

Since this is a joint comprehensive plan, we are required to notify the Cities of Leesburg and Smithville. I have attached the proposed amendments and ask that you review and **provide a response for our records by June 2nd** (we are simply asking for you to verify that you received the notice, and/or anything further you would like to provide).

Please let me know if you have any questions. Thank you.

Best,

Amanda Nava-Estill

Director

Planning, Zoning, & Engineering

102 Starksville Ave., N

Leesburg, GA 31763

Desk: 229-759-6000 ext. 2226

Cell: 229-733-6892

www.lee.ga.us



Amanda Nava

From: Bob Alexander <bob.alexander@cityofleesburgga.com>
Sent: Tuesday, May 27, 2025 1:02 PM
To: Amanda Nava; smithvillecity@bellsouthern.net
Cc: Marylen Kennedy; Kara Hanson
Subject: RE: Comprehensive Plan Updates

Received.

*Bob Alexander
City Manager
107 Walnut Avenue North
Leesburg, Ga 31763
Office: (229) 759-6465
Email: bob.alexander@cityofleesburgga.com*

From: Amanda Nava <amanda.nava@lee.ga.us>
Sent: Tuesday, May 27, 2025 12:29 PM
To: Bob Alexander <bob.alexander@cityofleesburgga.com>; smithvillecity@bellsouthern.net
Cc: Marylen Kennedy <marylen.kennedy@cityofleesburgga.com>; Kara Hanson <kara.hanson@lee.ga.us>
Subject: Comprehensive Plan Updates

Good afternoon,

Lee County is proposing a Comprehensive Plan amendment changing circumstances concerning housing applicable to the unincorporated areas of the county. The Regional Commission has reviewed these amendments and has provided feedback that this amendment would be considered a minor amendment with respect to DCA Minimum Standards.

An associated planning analysis has been completed for Lee County and an advertised public hearing on the proposed amendment was held on March 11, 2025, with another planned for June 10, 2025, prior to adoption of the resolution for the amendment.

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Please let me know if you have any questions. Thank you.

Best,
Amanda Nava-Estill
Director
Planning, Zoning, & Engineering

102 Starksville Ave., N



Lee County Planning, Zoning & Engineering Department

Amanda Nava-Estill
Director

Kara Hanson
Planner/Zoning Administrator

Kacee Smith
GIS Manager

Charles Talley
GIS Technician

MEMORANDUM

TO: LEE COUNTY PLANNING COMMISSION & BOARD OF COMMISSIONERS

FROM: AMANDA NAVA-ESTILL, PLANNING AND ZONING

DATE: MAY 20, 2025

RE: T25-005 ARTICLE XI. - C-1 NEIGHBORHOOD BUSINESS DISTRICT

Lee County Planning is requesting to the amend Section 70-347. Permitted uses in the C-1 Neighborhood Business District of the Lee County Code of Ordinances. The request will remove the permitted use, "Medical and/or dental clinics."

Additionally, a separate request is submitted to amend Section 70-348. Conditional use in the C-1 Neighborhood Business District of the Lee County Code of Ordinances. This request will add the conditional use, "Clinics: Medical and Dental."



County
initiated

LEE COUNTY
CITY OF LEESBURG
CITY OF SMITHVILLE

ZONING APPLICATION

Owner: Lee County Board of Commissioners
Address: 102 Starksville Ave, Leesburg GA

Daytime Phone #: _____ Email: _____

Address or location of the property: n/a

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:

n/a Text Amendment

Present Zoning _____ Present Use of Property: _____

Proposed Zoning: _____ Proposed Use of Property: _____

_____ Land Lot Number _____ Land District _____ # of Acres

The subject property is described as follows:
Text Amendment to zoning codes: Sec 70-347
& Sec 70-348, & Sec 70-6

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

_____ Legal description Containing Metes and Bounds

DISCLOSURE

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

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

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

WITNESS _____ OWNER _____

DATE _____ DATE _____

Application Fee: n/a Date Paid: n/a Received by: Kara Hanson

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

Applicant Name: Lee County Planning & Zoning

Address: 102 Starksville Ave, Leesburg GA

Phone #: _____ Email: _____

ARTICLE XI. - C-1 NEIGHBORHOOD BUSINESS DISTRICT

Sec.70-347.-Permitted uses

AMEND

All permitted uses are subject to the restrictions set forth in [section 70-351](#) of this chapter.

- 1) Barber or beauty shops and similar uses.
- 2) Custom dress making and tailoring establishments and similar uses.
- 3) Personal service establishment.
- 4) Eating or drinking places.
- 5) Laundry, dry cleaning, coin laundry.
- 6) Business, professional, or governmental office designed to attract and serve customers or client on premises.
- 7) Household appliance repair shop without outdoor storage, display, or business operations of any type.
- 8) Retail store for food, drugs, clothing, etc. with no outdoor storage, display, or business operations of any type.
- 9) Contractor's office with no outdoor storage, display, or business operations of any type.
- 10) Veterinarian offices provided there are no outdoor kennels. Runs designed for animal exercise are allowed as long as the animals are kept inside at night.
- 11) Post office.
- ~~12) Medical and/or dental clinics.~~
- 12) Other uses similar to the above, subject to the restrictions set forth in [section 70-351](#) of this chapter.
- 13) Temporary trailer for emergency construction and repair of buildings.
- 14) Nursery schools, kindergartens or day care facilities provided all state licensing requirements are met.
- 15) Family personal care home (two to four residents).

ARTICLE XI. - C-1 NEIGHBORHOOD BUSINESS DISTRICT

Sec. 70-348. - Conditional uses.

ADD

All conditional uses are subject to the restrictions set forth in [section 70-351](#) of this chapter.

- 1) Bed and breakfast inn.
- 2) Horticulture sales with outdoor display.
- 3) Family personal care homes (five to six residents); group personal care homes (seven to 15 residents); and congregate personal care homes (16+ residents).
- 4) Clinics: Medical & Dental.
- 5) Child-welfare facility (one to 16+ residents).
- 6) Rooming house, lodging house, minimum of a weekly stay, maximum of 20 rooms.



MEMO

TO: Amanda Nava
FROM: Lee Walton, AICP
SUBJECT: Summary of proposed amendments to the Zoning Code
DATE: May 29, 2025

INTRODUCTION

The following changes are proposed to clarify and enhance the Lee County Zoning Code. The changes include the following:

- Revise the R-2 sections as follows:
 - Set the maximum single-family residential density at 6 units per acre, minimum lot width at 60' and the maximum height at 35' or three stories.
 - Make any development other than single-family a planned unit development (PUD) and establish that the PUD approval process is a conditional use process.
 - Restrict transfer of ownership of individual portions of a PUD to after the approval and recordation of the final plat.
 - Add requirements for the connection to public water and sewer, access, parking, site layout, design requirements, and the submission of applications with development plans.

SPECIFIC CHANGES

Article VI., - R-2 Multi-Family Residential District

Section 70-196 – Statement of Purpose

1. Add text to clarify that public water and sewer shall be required for all duplex, triplex, townhouse, and multi-family apartment developments.

Section 70-199 – Single-family and duplex developments

1. Delete “and duplex” from the heading to limit this section to single-family developments.
2. Change the minimum lot width at setback from “Staff review” to “60”.
3. Change the maximum density to 6 units per acre, maximum building height from “85' or 8 stories” to “35' or 3 stories” with the caveat that the Lee County Fire Chief must approve any building over 2 stories.



Section 70-200 - Townhouse, condominium, and apartment developments

1. Delete this section and change title to “Reserved”

Sec. 70-201. Planned unit development

1. Add “Duplex, triplex, townhouse, and multi-family apartment” to the title
2. Change the maximum building height from “85' or 8 stories” to “35' or 3 stories” with the caveat that the Lee County Fire Chief must approve any building over 2 stories.
3. Add a requirement that approval of a PUD shall be as conditional use per chapter 70 of this code. (Note that this addition becomes the new part (1) and the subsequent parts are renumbered. The following changes use the un-edited part numbers.)
4. Delete “rezoning for” from part (1).e.
5. Add part (1).g. to restrict transfer of ownership of individual portions of the PUD to after the approval and recordation of the final plat.
6. Add part (3) to require connection to public water and sewer.
7. Add part (4) to require access to arterial and/or major collector streets.
8. Add part (5) to specify parking standards for PUD.
9. Add part (6) to add general requirements for site layout and development plan submittals. These proposed planned unit development requirements and standards are designed to be compatible with those of the City of Leesburg and include open space requirements specific to R-2 planned unit development.

Sec. 70-202. Open space requirements

1. Delete this section and change title to “Reserved”

Lee County Multi-Family

Existing Lee County Code of Ordinances

- Sec. 70-78. – Only one principal building per lot
- Article VI., - R-2 Multi-Family Residential District
 - Sec. 70-196 – Statement of Purpose

The R-2, multi-family residential district is designed to permit residential use of land with various types of multiple dwellings and related uses. For good accessibility, this district shall be located adjacent to arterial and/or collector roads as described in chapter 38 of this Code. Public water and sewer shall be required for all new duplex, triplex, townhouse, and multi-family apartment developments.

Any developments in this district shall be designed to complement adjacent, existing or planned, single-family developments. Various types and sizes of residential accommodations, for ownership or rental, would thereby be provided to meet the needs of the different age and family groups in the community without overtaxing existing community facilities, utilities or services.

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

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

- Sec. 70-197. – Permitted Uses (see code for full list)
- Sec. 70-198. – Conditional Uses (public cemeteries, nursery schools, outdoor recreation facilities, and family personal care homes)
- Sec. 70-199. – Single-family and duplex developments.

Minimum Development Size: 5 acres

Maximum Dwelling Units Per Acre of Developable Land: 46 units per acre

Minimum Lot Width at Setback: Staff review 60'

Minimum Building Setback

Front: 35'

Side and rear: 10'

Maximum Building Height: 85'-35' or 8-3 stories subject to approval by the Lee County Fire Chief for any structure over 2 stories.

*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) The minimum distance between buildings on separate lots shall be 20 feet.

(4) All new roads in this district shall be curb and gutter roads as specified in chapter 38 of the Code.

(5) All new roads in this district shall directly connect to existing, paved, public roads.

(6) Developments in this district shall only access arterial and/or major collector streets as defined in the land development chapter of the Code.

o Sec. 70-200. – Townhouse, condominium, and apartment developments Reserved

(a) An accessory building may abut an accessory building located on an adjacent lot along interior lot lines in developments in this district subject to all county building and fire codes.

(b) Each individual dwelling unit in this district shall contain at least 900 square feet of floor area within outside walls exclusive of basements, unfinished attics, garages, porches or other such areas not normally used for human habitation.

(c) No more than four individual dwelling units shall be built in a row having the same building line. In setting forth this requirement, the county intends to discourage that creation of long unbroken lines of dwelling units. In complexes having more than four dwelling units, the required minimum offset in the building line shall be three feet. A row or grouping of dwelling units shall not exceed 250 feet in length.

(d) Any dwelling unit in this district on a subdivided lot shall have the required minimum frontage on a public street.

(e) Parking:

(1) A minimum of two paved off-street parking spaces constructed in compliance with chapter 38 of this Code, shall be provided for each individual dwelling unit.

(2) Each dwelling unit in this district on a subdivided lot shall have its own parking spaces with direct access to a county road. Parking spaces and driveways are permitted in the front yard of a lot if a setback of 35 feet from the right-of-way is maintained and the front yard is properly landscaped.

~~(3) All parking facilities shall be constructed according to the requirements of chapter 38 of this Code.~~

~~(f) All buildings shall be constructed in accordance with the building and fire codes adopted by the board.~~

~~(g) All new roads in this district shall be curb and gutter roads as specified in chapter 38 of this Code and shall directly connect to existing, paved, public roads.~~

- Sec. 70-201. Duplex, triplex, townhouse, and multi-family apartment Planned unit development

Maximum Individual Dwelling Unit Per Acre In R-PUD:

1. Single-family: ~~4~~6 per acre

2. Duplex: 6 per acre

3. Multi-family: 12 per acre

Building setbacks from exterior lot lines: 35 feet

Building height: ~~85~~35 feet or ~~8~~3 stories subject to approval by the Lee County Fire Chief for any structure over 2 stories

(1) Approval. Approval of a PUD shall be as conditional use per chapter 70 of this code.

(2) Ownership. There shall be unified control of the entire site. Prior to final approval of the development plan, evidence of unified control of the entire site shall be submitted to the planning commission. In addition, an agreement shall be submitted to the planning commission by all owners of the planned unit development, which includes their commitment to:

- a. Proceed with the proposed development in accordance with the planned unit development plans as submitted, and such conditions and safeguards as may be set by the county commission granting the rezoning; and,
- b. Provide agreements and deed restrictions acceptable to the county commission for completion of such development according to plans approved and for the maintenance of such areas, functions, and facilities as are not to be provided, operated or maintained by the county, pursuant to written agreement; and,
- c. To notify and bind their successors in title to any commitments made in their petitions ~~of for~~ PUD approval.
- d. All plans approved shall be reviewed as a form of commitment to execute the development precisely, and only as submitted to and ultimately accepted and approved by the county commission. No variations, changes, departures or exceptions to the approved plans shall be permitted except through the formal amendment process.
- e. After ~~rezoning for~~ a PUD in this district has ~~been given~~ received formal approval no use shall be made of a PUD site except that which had been approved as a result of the application or the continuation of uses that existed at the time of the application.

f. All new roads in this district shall be curb and gutter as specified in chapter 38 of this Code and shall directly connect to existing paved public roads.

g. The transfer of ownership of individual properties in the planned unit development may be made only after a final plat has been approved and recorded and with the said properties subject to private deed covenants that will assure the continuance of the planned unit development as originally approved and developed.

(3) All Planned unit developments shall be connected to public water and sewer.

(4) Planned unit developments per this section shall only access arterial and/or major collector streets as defined in the land development chapter of the Code.

(5) Parking:

a. A minimum of two paved off-street parking spaces constructed in compliance with chapter 38 of this Code, shall be provided for each individual dwelling unit.

b. Each dwelling unit in this district on a subdivided lot shall have its own parking spaces with direct access to a county road. Parking spaces and driveways are permitted in the front yard of a lot if a setback of 35 feet from the right-of-way is maintained and the front yard is properly graded and stabilized with landscapinged.

c. All parking facilities shall be constructed according to the requirements of chapter 38 of this Code.

(6) General requirements. These requirements apply to R-2 planned unit development. The development plan submission for each planned unit development shall include the elements identified within chapter 38 of this code.

Additionally, the development plan shall include the following elements:

a. The development plan shall specify a phasing plan for the overall development and proposed amenities. The phasing plan for amenities shall correspond with the overall development phasing schedule and shall provide for the reasonable completion of amenities to maximize enjoyment by residents.

b. The following site development characteristics shall be determined and set in the approved development plan:

1. List of proposed land uses and a summary table of gross land area dedicated to each proposed land use, including open space.

2. Minimum and maximum density including total number of residential units broken down by type.

3. Minimum lot area(s), if applicable.

4. Minimum lot width(s), if applicable.

5. Proposed building setbacks.

6. Proposed maximum structure height(s).

7. Layout of lots, streets, and any other infrastructure serving the development, including bicycle and pedestrian facilities.

8. Summary of proposed parking, both off-street and on-street, broken down by land use.

9. Open space plan; for planned unit developments incorporating multi-family residential dwellings, a portion of the open space shall be conveniently located to the multi-family dwellings and designated for the recreational or leisurely use by residents.

10. Location, size and/or amount of buffers, screening, landscaping and tree save areas.

11. Spacing and species of street trees to be installed.

12. Statement of maintenance plan for common areas, landscaping, signage, etc.

13. Optional development-specific architectural designs.

14. Optional sign plan showing location, size and design of any permanent signage.

15. Any other proposed site-specific prescription(s) deemed necessary for the development of the site.

c. Projects shall meet the following design requirements:

1. Residential driveways and/or parking pads shall be a minimum of 25 feet in length between the garage and sidewalk or back of curb (where sidewalks are not present).

2. Streets shall be designed as a hierarchy of street types in an interconnected pattern:

a. Interconnecting sidewalks with a minimum width of five feet shall be installed on both sides of all streets. A walking trail with a minimum width of eight feet may be installed in lieu of sidewalks along one side of major neighborhood streets where the installation of sidewalks is unnecessary or impractical, as determined by the Planning Department.

b. Streets shall terminate at other streets within the development and shall be stubbed out at the edge of the project site to provide linkages with future development. Connections shall be made to street stub outs on adjacent parcels. The use of dead-end streets and culs-de-sac should be minimized. Compliance with this requirement shall not result in dead end streets without provisions for the turn around of large vehicles like buses and garbage trucks and shall include either a cul-de-sac or T type turn around in compliance with Chapter 38.

3. Street trees shall be planted on both sides of all streets (except alleys).

a. Street trees shall be planted within a street tree planting area with a minimum width of six feet, either between the back of the curb and the sidewalk, or between the sidewalk and the building.

b. Required street trees shall be installed prior to the issuance of a certificate of occupancy for the building to which the street trees closely relate.

c. Existing tree canopy along streets may substitute for the installation of street trees as approved by the Planning Department.

4. Roadway design and stormwater standards shall adhere to the County's development standards, regardless of public or private ownership.

5. A minimum of ten percent of the usable project area shall be permanently allocated to open space.

a. A portion of the required open space shall be centrally located within the development.

b. Stormwater infrastructure may not be counted toward the required open space, unless designed as part of a low-impact system that utilizes bio-swales and natural recharge areas.

c. Utility easements may not be counted toward the required open space, unless utilized as part of a common trail network or other amenity.

6. No more than four individual dwelling units shall be built in a row having the same building line. In setting forth this requirement, the county intends to discourage that creation of long unbroken lines of dwelling units. In complexes having more than four dwelling units, the required minimum offset in the building line shall be three feet. A row or grouping of dwelling units shall not exceed 250 feet in length.

7. The site development characteristics prescribed by the approved development plan associated with a planned unit development conditional zoning approval shall override any conflicting standards for site development established in the Lee County Code of Ordinances. Any site development characteristics not prescribed in the approved plans for a planned unit development shall be subject to the minimum standards of the Lee County Code of Ordinances.

o Sec. 70-202. - ~~Open space requirements~~Reserved

~~Open space, as defined in section 70-94 of this chapter, shall be required. In addition:~~

~~(1) The common open space shall be situated such that it will best serve residents and be totally integrated within the various uses of the development.~~

~~(2) The development schedule must coordinate the improvement of the common open spaces, the construction of the buildings, structures and~~

~~improvements in the common open space, and the construction of residential dwellings in the development.~~

~~(3) The pedestrian circulation system and its related walkways shall be separated as completely as possible from the street or vehicular circulation system. All walks shall be of permanent nature and material and shall be constructed in accordance with chapter 38 of this Code.~~

- Sec. 70-203. - Access.

Private vehicular access drives not maintained by the county throughout the development shall meet all county road and street requirements.

- Sec. 70-204. - Off-street parking.

All parking and loading in developments in this district shall meet all off-street parking and loading requirements of this chapter and be constructed in accordance with chapter 38 of this Code.

Chairman Jason Sheffield, Vice-Chairman Jim Quinn, Kyle Luckie, Renea Miller,
Shirley Stiles, Johnny Golden, Charlie Barner

Meeting Minutes
May 1, 2025 at 6:00 p.m.
Opal Cannon Auditorium
T. Page Tharp Governmental Building
102 Starksville Avenue North
Leesburg, GA 31763

Members Present: Jim Quinn, Kyle Luckie, Johnny Golden, Shirley Stiles, Charlie Barner, and Renea Miller

Members Absent: Jason Sheffield

Staff Present: Director Amanda Nava-Estill, GIS Manager Kacee Smith, Planner Kara Hanson, City Manager Bob Alexander, and City Planning Consultants Foresite Group

I. CALL TO ORDER

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

II. ACKNOWLEDGMENT OF GEORGIA LAW REGARDING CAMPAIGN CONTRIBUTIONS

Kyle Luckie read the Georgia law regarding campaign contributions.

III. NEW BUSINESS

- (A) **Lanier Engineering (GD25-003)** has submitted a revised General Development Plan (GDP) for the proposed development Sawtooth Oaks. The GDP has been modified to add the second entrance to Lovers Lane back into the overall development. It has been revised to split Phase 1 into 1 and 1A to match the current plan. The subject property is zoned R-1 and consists of all that certain tract or parcel of land lying in and being part of Land Lots 209 and 210 of the Second Land District, Lee County, Georgia. Said tract or parcel consists of 256.583 acres. The parcel # is 039D120, off Lovers Lane Road, Leesburg, GA. 31763.

Staff Presentation

Kara Hanson presented the staff report. The applicant is submitting a revised GDP for the Sawtooth Farms. The applicant proposes a change to phase 2 of the development, as previously approved, which adds lots 51-60 with frontage on Cherrybark Lane, which intersects with Lovers Lane to the East. The total acreage will be 256.825 acres. The addition of a Cherrybark lane subdivision entrance is expected to be beneficial providing more options for ingress/egress from subdivision.

Applicant Presentation

Bobby Donley with Lanier Engineering was present to answer any questions.

Commission Discussion

The Commissioners held a brief discussion.

Renea Miller made a **MOTION** to **APPROVE** the modified GDP as presented. Seconded by Kyle Luckie. The **MOTION** was unanimous with remaining commissioners voting yea.

IV. APPROVAL OF MINUTES

- (A) **Approval of the minutes from the April 3, 2025, Planning Commission Meeting**
Commissioners requested any changes that are made to applications be submitted no later than the Monday before the meeting date so that they have time to review the changes.

Director Amanda asked that they consider last minute changes if presented to them at least a couple days before the meeting due to particular circumstances. Members agreed to changes as long as they have adequate time to review.

Shirley Stiles made a **MOTION** to **APPROVE** the minutes. Seconded by Charlie Barner. The **MOTION** was unanimous with remaining commissioners voting yea.

V. PUBLIC HEARINGS

Vice- Chair Jim Quinn read the variance application into record.

VARIANCE APPLICATIONS

(A) **Lanier Engineering (Z25-026)** has submitted an application to the Lee County Planning Commission requesting a variance from Section 38-319 (b) (1), Additional design for nonresidential streets of the Lee County Code of Ordinances, from the regulation of a maximum cul-de-sac length of 800 feet, to allow the construction of a commercial drive with a total length of 1,036 feet. The property is zoned C-2 (General Business District), located at 3268 Palmyra Road, Lee County, at parcel number 037C023, in Land Lot 83 of the Second Land District of Lee County, Georgia.

Public Hearing Discussion

Staff Presentation

Kara Hanson presented the staff report. The request is to allow the construction of a commercial drive with a total length of 1,036 feet. The cul-de-sac cannot comply with the maximum 800 feet length required per the ordinance, due to the presence of an existing building. Staff recommends approval as the application of the Chapter to this particular piece of property would create an unnecessary hardship due to the conflict with the location of an existing building, per the optimal layout. Approval of the request or variance to allow this would not be expected to cause detriment to the public. If the variance is approved the cul-de-sac must adhere to all design standards per the ordinance.

Vice- Chair opened the Public Hearing at 6:20 P.M.

Applicant Presentation

Bobby Donley with Lanier Engineering was present to answer any questions.

Public Supporters

Bobby Donley

Public Opposition

None

Vice-Chair closed the Public Hearing at 6:38 P.M.

Commission Discussion

The Commissioners held a brief discussion.

Renea Miller made a **MOTION** to **APPROVE** the modified General development as presented. Seconded by Kyle Luckie. The **MOTION** was unanimous with remaining commissioners voting yea.

TEXT AMENDMENTS- CITY OF LEESBURG

(A) **(T25-001)** The City of Leesburg has submitted a request for a zoning text amendment to the City of Leesburg Code of Ordinances. The purpose of the zoning text amendment is to create a Planned Unit Development zoning district to allow site-specific mixed used development that is planned and developed as a single unified project.

Public Hearing Discussion

Staff Presentation

Robin Cailloux, City Planner, presented that the City of Leesburg would like to continue with the drafting of a text amendment to create a zoning district called Planned Unit Development (PUD) which includes a mix of commercial, office, and residential development. Industrial development would be permitted. Its purpose will allow for a cohesive design for a piece of property so that you can meet the market needs at the time. It will allow a proposal of mixed uses within a single design. The PUDs are tailored to each city's desired vision and have been proven to be very beneficial with the research provided throughout Georgia.

PUD would have to have property of at least five acres and include a letter of intent of clear description of what they are planning to use the property for. There is a commitment up front of what the developer plans to use the property for. It requires a minimum of 10% open space for central gathering spaces. A PUD ordinance does not mean that anyone can come in and automatically get it. They still must go through the public hearing process and rezoning process.

Robin mentioned that the PUD travels with the land. If a mixed used development requires that the ground floor be commercial and in 20 years from now and someone else gets development, they couldn't just change it to residential apartments. They would have to go through the public hearing process.

Vice- Chair opened the Public Hearing at 6:28 P.M.

Public Supporters

None

Public Opposition

None

Vice-Chair closed the Public Hearing at 6:38 P.M.

Commission Discussion

The City of Leesburg did not provide a transcript of the discussion. The audio is on file with the City of Leesburg.

Kyle Luckie made a **MOTION** to **APPROVE** the case T25-001. Seconded by Shirley Stiles. The **MOTION** was unanimous with remaining commissioners voting yea.

TEXT AMENDMENTS- LEE COUNTY

(A) **(T25-002)** Lee County has submitted several requests for zoning text amendments to the Lee County Code of Ordinances to include:

A request to amend Article I.-Introductions, Sec.70-6. Definitions of the Lee County Code of Ordinances, with respect to removing the Motor Vehicle Establishment definition and adding the Car Wash Establishment definition

A request to repeal Article III.- General Provisions, Sec. 70-94- Land Conservation of the Lee County Code of Ordinances.

A request to amend Sec. 70-95. (e) – Buffers in residential districts of the Lee County Code of Ordinances, with respect to removing the sentence, "This buffer area may account for the land conservation area required by section 70-94 of this chapter."

A request to amend Article V. - R-1 Single Family Residential District, Sec. 70-162. – Permitted uses of the Lee County Code of Ordinances, to remove the permitted use, "zero lot-line housing shown on approved subdivision plat."

A request to amend Article V. - R-1 Single Family Residential District, Sec. 70-163. - Conditional uses of the Lee County Code of Ordinances, to add "Zero lot-line housing if shown on an approved subdivision plat. Not to exceed two per 1.5 acres."

A request to amend Article V. Sec 70-164. Area, height, bulk, and placement requirements of the Lee County Code of Ordinances, with respect to the Dwelling Units Per Acre of Developable Land-R-1 chart, amending the three (3) per every one (1) acre requirement for water and sewer to two (2) for every one (1) acre for water and sewer.

A request to add Car Wash Establishment to Article XII. - C-2 General Business District under Sec. 70-383. - Conditional uses.

Public Hearing Discussion

Staff Presentation

Director Amanda Nava- Estill presented the staff report. These text amendments were a direct response from a special called meeting with the Lee County Board of Commissioners.

Vice- Chair opened the Public Hearing at 6:41 P.M.

Public Supporters

None

Public Opposition

None

Vice-Chair closed the Public Hearing at 7:02 P.M.

Commission Discussion

The Commissioners held a brief discussion.

Kyle Luckie made a **MOTION** to **APPROVE** the request to amend Article I.-Introductions, Sec.70-6. Definitions of the Lee County Code of Ordinances, with respect to removing the Motor Vehicle Establishment definition and adding the Car Wash Establishment definition. Seconded by Renea Miller. The **MOTION** was unanimous with remaining commissioners voting yea.

Renea Miller made a **MOTION** to **APPROVE** the request to repeal Article III.- General Provisions, Sec. 70-94- Land Conservation of the Lee County Code of Ordinances. Motion Failed due to lack of Second.

Shirley Stiles made a **MOTION** to **DENY** the request to repeal Article III.- General Provisions, Sec. 70-94- Land Conservation of the Lee County Code of Ordinances. Motion Failed due to lack of second. **No recommendation.**

No **MOTION** was made to the request to amend Sec. 70-95. (e) – Buffers in residential districts of the Lee County Code of Ordinances, with respect to removing the sentence, "This buffer area may account for the land conservation area required by section 70-94 of this chapter."

Kyle Luckie made a **MOTION** to **APPROVE** the request to amend Article V. - R-1 Single Family Residential District, Sec. 70-162. – Permitted uses of the Lee County Code of Ordinances, to remove the permitted use, "zero lot-line housing shown on approved subdivision plat." Seconded by Rena Miller. The **MOTION** was unanimous with remaining commissioners voting yea.

Kyle Luckie made a **MOTION** to **APPROVE** the request to amend Article V. - R-1 Single Family Residential District, Sec. 70-163. - Conditional uses of the Lee County Code of Ordinances, to add "Zero lot-line housing if shown on an approved subdivision plat. Not to exceed two per 1.5 acres." Seconded by Rena Miller. The **MOTION** was unanimous with remaining commissioners voting yea.

Jim Quinn made a **MOTION** to **APPROVE** the request to amend Article V. Sec 70-164. Area, height, bulk, and placement requirements of the Lee County Code of Ordinances, with respect to the Dwelling Units Per Acre of Developable Land- R-1 chart, amending the three (3) per every one (1) acre requirement for water and sewer to two (2) for every one (1) acre for water and sewer. Seconded by Kyle Luckie. The **MOTION** was unanimous with remaining commissioners voting yea.

Kyle Luckie made a **MOTION** to **APPROVE** the request add Car Wash Establishment to Article XII. - C-2 General Business District under Sec. 70-383. - Conditional uses. Seconded by Shirley Stiles. The **MOTION** was unanimous with remaining commissioners voting yea.

(B) **(T25-003)** Lee County has submitted a request for a text amendment to the Lee County Code of Ordinances, to amend Chapter 58 Subdivisions Sec. 58-159. - Effect of approval of general development plan (e) with respect to removing the wording, "All designated greenspace area shall meet the requirements for greenspace as established in section 70-94 of this Code."

Public Hearing Discussion

Staff Presentation

Director Amanda Nava- Estill presented the staff report. She expressed that these text Amendments were a direct response from a special called meeting with the Lee County Board of Commissioners who expressed the desire for these changes to the Lee County Ordinance.

Vice- Chair opened the Public Hearing at 7:04 P.M.

Public Supporters

None

Public Opposition

None

Vice-Chair closed the Public Hearing at 7:08 P.M.

Commission Discussion

The Commissioners held a brief discussion.

No **MOTION** was made to the request to amend Sec. 58-159- Effect of approval of general development plan (e) with respect to removing the wording "All designated greenspace area shall meet the requirements for greenspace as established in section 70-94 of this Code."

VI. UNFINISHED BUSINESS

None

VII. ANNOUNCEMENTS

The Lee County Planning Commission will conduct a public hearing on **Thursday, May 01, 2025, at 6:00 p.m.**, in the Opal Cannon Auditorium of the T. Page Tharp Governmental Building, located at 102 Starksville Avenue North, Leesburg, Georgia 31763. The Planning Commission will forward its recommendation.

The Lee County Board of Commissioners will conduct a public hearing on **Tuesday, May 13, 2025, at 6:00 p.m.**, and a final vote on **Tuesday, May 27, 2025, at 6:00 p.m.**, in the Opal Cannon Auditorium of the T. Page Tharp Governmental Building, located at 102 Starksville Avenue North, Leesburg, Georgia 31763.

The City Council of Leesburg will conduct a special called public hearing on the City of Leesburg cases on **Tuesday, May 13, 2025, at 6:00 p.m.**, at City Hall located at 107 Walnut Avenue, North, Leesburg, Georgia 31763.

VIII. ADJOURNMENT

Commissioner Shirley Stiles made a **MOTION** to **ADJOURN**, seconded by Charlie Barner. The **MOTION** was unanimous with remaining Commissioners voting yea. **The meeting adjourned at 7:12 p.m.**

Planning Commission

Lee County, Leesburg, & Smithville



Note: all meetings are audio recorded and are filed in the Planning & Zoning Department

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

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



STATE PROPERTIES COMMISSION

270 Washington Street, Suite 2-129, SW, Atlanta, Georgia 30334

Chairman
Brian P. Kemp
Governor

Executive Director/State Property Officer
Marty W. Smith

May 15, 2025

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

RE: Human Services, Department of
Family & Children Services
Agreement Number: 4083 ✓

FY: 2026

Dear Landlord:

The Agreement (“Agreement”) dated 9/5/2024, by and between Lee County Board of Commissioners (“Landlord”) and State Properties Commission (“Tenant”) for 7,051 rentable square feet of Office space located at 121 Fourth Street, Leesburg, GA 31763-4390, will expire on 6/30/2025.

The Agreement referenced above granted to Tenant the option to extend the Term for additional periods of one (1) year each. In accordance with OCGA §50-16-41, the State Properties Commission (SPC) is authorized to manage the utilization of administrative space by state entities. Such authority includes the ability to manage any space rented or leased from any public or private entity. Therefore, by virtue of such authority, the SPC hereby notifies you of Tenant’s desire to exercise this option extending the Term for a 12-month period beginning 7/1/2025 and ending 6/30/2026 under the same terms, conditions, covenants, agreements, and provisions and stipulations of the Agreement and at the Monthly rental rate of \$4,153.00.

STATE PROPERTIES COMMISSION

J. Frank Smith
Deputy Executive Director



STATE PROPERTIES COMMISSION

270 Washington Street, Suite 2-129, SW, Atlanta, Georgia 30334

Chairman
Brian P. Kemp
Governor

Executive Director/State Property Officer
Marty W. Smith

May 15, 2025

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

RE: Juvenile Justice, Department of
--Not applicable--
Agreement Number: 6462

FY: 2026

Dear Landlord:

The Agreement ("Agreement") dated 5/2/2023, by and between Lee County Board of Commissioners ("Landlord") and State Properties Commission ("Tenant") for 1,120 rentable square feet of Office space located at 100 Leslie Highway, Leesburg, GA 31763-4340, will expire on 6/30/2025.

The Agreement referenced above granted to Tenant the option to extend the Term for additional periods of one (1) year each. In accordance with OCGA §50-16-41, the State Properties Commission (SPC) is authorized to manage the utilization of administrative space by state entities. Such authority includes the ability to manage any space rented or leased from any public or private entity. Therefore, by virtue of such authority, the SPC hereby notifies you of Tenant's desire to exercise this option extending the Term for a 12-month period beginning 7/1/2025 and ending 6/30/2026 under the same terms, conditions, covenants, agreements, and provisions and stipulations of the Agreement and at the Monthly rental rate of \$705.60.

STATE PROPERTIES COMMISSION

J. Frank Smith
Deputy Executive Director



STATE PROPERTIES COMMISSION

270 Washington Street, Suite 2-129, SW, Atlanta, Georgia 30334

Chairman
Brian P. Kemp
Governor

Executive Director/State Property Officer
Marty W. Smith

May 15, 2025

Lee County Board of Commissioners
102 Starksville Avenue North, P.O. Box 889,
Leesburg, GA 31763-0889

RE: Audits & Accounts, Department of
--Not applicable--
Agreement Number: 5081

FY: 2026

Dear Landlord:

The Agreement ("Agreement") dated 12/11/2023, by and between Lee County Board of Commissioners ("Landlord") and State Properties Commission ("Tenant") for 3,220 rentable square feet of Office space located at 116 Leslie Highway, Entire Building, Leesburg, GA 31763, will expire on 6/30/2025.

The Agreement referenced above granted to Tenant the option to extend the Term for additional periods of one (1) year each. In accordance with OCGA §50-16-41, the State Properties Commission (SPC) is authorized to manage the utilization of administrative space by state entities. Such authority includes the ability to manage any space rented or leased from any public or private entity. Therefore, by virtue of such authority, the SPC hereby notifies you of Tenant's desire to exercise this option extending the Term for a 12-month period beginning 7/1/2025 and ending 6/30/2026 under the same terms, conditions, covenants, agreements, and provisions and stipulations of the Agreement and at the Monthly rental rate of \$2,845.05.

STATE PROPERTIES COMMISSION

J. Frank Smith
Deputy Executive Director



May 16, 2025

Christi Dockery, County Manager
Lee County Board of Commissioners
110 Starksville Avenue North
Leesburg, Georgia 31763

Joseph B. Williams, Chairman
Stewart County Commission
Post Office Box 157
Lumpkin, Georgia 31815

Roselyn Starling, County Manager
Macon County Board of Commissioners
Post Office Box 297
Oglethorpe, Georgia 31068

Doug Eaves, County Administrator
Sumter County Board of Commissioners
Post Office Box 295
Americus, Georgia 31709

Douglas Jamieson, County Administrator
Schley County Board of Commissioners
Post Office Box 352
Ellaville, Georgia 31806

Darrell Holbrook, Chairman
Webster County Board of Commissioners
Post Office Box 29
Preston, Georgia 31824

Re: OCPD Contract for FY 2026

Dear Sir or Madam:

Enclosed is the contract and budget attachments for the Office of the Circuit Public Defender for July 2025 through June 2026. The language of the contract has remained the same with the exception that the dates have changed.

As you are all aware, last year we changed from a six-month cycle to a fiscal year cycle starting in July of every year. This has streamlined the budget process for most of the counties of our circuit and this office. It did, however, put several counties within the circuit off cycle because they run on a calendar fiscal year.

Out of consideration for those counties that are not on the cycle beginning July 1, I have structured my request so that changes can be accounted for at the beginning of each county's budget cycle and no changes will need to be made throughout the year. In order to accomplish this, I am requesting a five (5) percent increase in the overall county funded portion of the budget beginning in January 2026. The current budget rate will continue until that time.

This means that the overall request for FY 2026 will be two and a half (2.5) percent. In order to assist each county with the necessary calculations, I have included three different budget worksheets. One, the official budget for the full fiscal year. Two, a worksheet showing the current rate of billing that will cover the first six months (July 2025 – December 2025) of the contract. Finally, the worksheet covering the final six months of the contract (January 2026 – June 2026) with the five (5) percent increase. All counties can

expect that the rate of the budget will remain consistent for the second half of FY 2026 and the first half of FY 2027.

Please review the proposed contract and budget and let me know whether or not you would like me to come present it to your Commission. I will also be happy to answer any questions or address any issues that you may have. I can be reached at (229) 928-4610 or david.winheim@gapublicdefender.org.

I want to take this opportunity to thank you for all of your support through the years. It is only through the support and cooperation of the counties that this office is able to provide service to this community.

Sincerely,


David T. Winheim

ENCLOSURES:

Proposed contract between the OCPD and the counties of the Southwestern Judicial Circuit
Attachments to the contract
Rent Increase Schedule

cc: Omatayo Alli, Executive Director, Georgia Public Defender Council

Full Fiscal Year

Attachment--Operating Expenses

Account number	Account name	Budgeted amount
100-2800-00-522310-000	rent	\$ 36,525.00
	other operating expenses	\$ 45,546.62
	Total	\$ 82,071.62

OCPD FY 2026 (Entire Year)

Attachment--Personnel Expenses

Personnel budget--state funded	* ID	12M Salary	12M salary	Health=Sx29.454%	FICA=Sx7.65%	Pension=Sx34.47%	Unemployment	6M Totals		
Total	6	\$ 582,157.55	\$ 582,157.55	\$ 171,468.68	\$ 44,535.05	\$ 200,669.71	\$ 217.00	\$ -	\$ -	\$ 999,047.99

Personnel budget--totally funded by all 6 counties		12M Salary	12M salary	Health=Sx29.454%	FICA=Sx7.65%	Pension=Sx34.47%	Unemployment	Admni. fee**	6M Totals	
Total	6	\$ 377,909.93	\$ 377,909.93	\$ 111,309.59	\$ 28,910.11	\$ 130,265.55	\$ 186.00	\$ 32,429.06	\$ -	\$ 681,010.24

**the administrative services fee is 5% for county-funded state employees to cover human resources, some training, some travel, and other expenses incurred by GPDC as an employer

worksheet based on current staffing and salaries only

Personnel budget--state funded	* ID	12M Salary	12M salary	Health=Sx29.454%	FICA=Sx7.65%	Pension=Sx34.47%	Unemployment	12M Totals
Circuit Public Defender	33 1	\$ 135,473.04	\$ 135,473.04	\$ 39,902.23	\$ 10,363.69	\$ 46,697.56	\$ 31.00	\$ 232,467.51
Assistant Circuit Public Defender	97 1	\$ 91,004.88	\$ 91,004.88	\$ 26,804.58	\$ 6,961.87	\$ 31,369.38	\$ 31.00	\$ 156,171.71
Assistant Circuit Public Defender	59 1	\$ 110,996.64	\$ 110,996.64	\$ 32,692.95	\$ 8,491.24	\$ 38,260.54	\$ 31.00	\$ 190,472.38
Assistant Circuit Public Defender	65 1	\$ 81,910.12	\$ 81,910.12	\$ 24,125.81	\$ 6,266.12	\$ 28,234.42	\$ 31.00	\$ 140,567.47
Investigator/Paralegal	22 1	\$ 48,792.87	\$ 48,792.87	\$ 14,371.45	\$ 3,732.65	\$ 16,818.90	\$ 31.00	\$ 83,746.88
Investigator/Paralegal	54 1	\$ 56,990.00	\$ 56,990.00	\$ 16,785.83	\$ 4,359.74	\$ 19,644.45	\$ 31.00	\$ 97,811.02
Hub	58 1	\$ 56,990.00	\$ 56,990.00	\$ 16,785.83	\$ 4,359.74	\$ 19,644.45	\$ 31.00	\$ 97,811.02
Total	6	\$ 582,157.55	\$ 582,157.55	\$ 171,468.68	\$ 44,535.05	\$ 200,669.71	\$ 217.00	\$ 999,047.99

Personnel budget--locally funded by all 6 counties		12M Salary	12M salary	Health=Sx29.454%	FICA=Sx7.65%	Pension=Sx34.47%	Unemployment	Admin. fee**	12M Totals
Assistant Circuit Public Defender	79 1	\$ 77,965.02	\$ 77,965.02	\$ 22,963.82	\$ 5,964.32	\$ 26,874.54	\$ 31.00	\$ 6,689.94	\$ 140,488.64
Assistant Circuit Public Defender	97 1	\$ 82,353.63	\$ 82,353.63	\$ 24,256.44	\$ 6,300.05	\$ 28,387.30	\$ 31.00	\$ 7,066.42	\$ 148,394.84
Assistant Circuit Public Defender	23 1	\$ 83,384.56	\$ 83,384.56	\$ 24,560.09	\$ 6,378.92	\$ 28,742.66	\$ 31.00	\$ 7,154.86	\$ 150,252.09
Administrative Assistant	16 1	\$ 40,799.56	\$ 40,799.56	\$ 12,017.10	\$ 3,121.17	\$ 14,063.61	\$ 31.00	\$ 3,501.62	\$ 73,534.06
Investigator/Paralegal	67 1	\$ 50,191.04	\$ 50,191.04	\$ 14,783.27	\$ 3,839.61	\$ 17,300.85	\$ 31.00	\$ 4,307.29	\$ 90,453.06
Office Manager/Investigator/Paralegal	34 1	\$ 43,216.12	\$ 43,216.12	\$ 12,728.88	\$ 3,306.03	\$ 14,896.60	\$ 31.00	\$ 3,708.93	\$ 77,887.56
Total	6	\$ 377,909.93	\$ 377,909.93	\$ 111,309.59	\$ 28,910.11	\$ 130,265.55	\$ 186.00	\$ 32,429.06	\$ 681,010.24

*Because of privacy concerns, the names of individual employees have been replaced by random numbers; a key will be provided to any county commissioner or staff member or anyone who complies with Article 4 of Chapter 18 of Title 50 of the Official Code of Georgia

**the administrative services fee is 5% for county-funded state employees to cover human resources, some training, some travel, and other expenses incurred by GPDC as an employer

	GPDC budget	county budget
Personnel	\$ 999,047.99	\$ 681,010.24
Operating		\$ 82,071.62
Total		\$ 763,081.86

County share of personnel based on caseload	Caseload	Percentage	County Share
Lee	570	0.28358209	\$ 193,122.31
Macon	312	0.155223881	\$ 105,709.05
Schley	72	0.035820896	\$ 24,394.40
Stewart	82	0.04079602	\$ 27,782.51
Sumter	950	0.472636816	\$ 321,870.51
Webster	24	0.011940299	\$ 8,131.47
Totals	2010	1	\$ 681,010.24

County share of operating based on population	Population	Percentage	County Share
Lee	33163	0.38087745	\$ 31,259.23
Macon	12082	0.13876192	\$ 11,388.42
Schley	4547	0.05222235	\$ 4,285.97
Stewart	5314	0.06103135	\$ 5,008.94
Sumter	29616	0.34014012	\$ 27,915.85
Webster	2348	0.02696681	\$ 2,213.21
Totals	87070	1	\$ 82,071.62

County share of both personnel and operating	Personnel	Operating	County Share of both
Lee	\$ 193,122.31	\$ 31,259.23	\$ 224,381.54
Macon	\$ 105,709.05	\$ 11,388.42	\$ 117,097.47
Schley	\$ 24,394.40	\$ 4,285.97	\$ 28,680.37
Stewart	\$ 27,782.51	\$ 5,008.94	\$ 32,791.45
Sumter	\$ 321,870.51	\$ 27,915.85	\$ 349,786.36
Webster	\$ 8,131.47	\$ 2,213.21	\$ 10,344.68
Totals	\$ 681,010.24	\$ 82,071.62	\$ 763,081.86

First Half of Fiscal Year

July 2025 – December 2025

Attachment--Operating Expenses

Account number	Account name	Budgeted amount
100-2800-00-522310-000	rent	\$ 18,262.50
	other operating expenses	\$ 21,772.49
	Total	\$ 40,034.99

OCPD FY 2026 (July 2025 to December 2025)

Attachment--Personnel Expenses

Personnel budget--state funded	* ID	6M Salary	6M salary	Health=\$x29.454%	FICA=\$x7.65%	Pension=\$x34.47%	Unemployment	6M Totals
Total	6	\$ 290,860.78	\$ 290,860.78	\$ 85,670.13	\$ 22,250.85	\$ 100,259.71	\$ 108.50	\$ - \$ 499,149.97

Personnel budget--locally funded by all 6 counties	6M Salary	6M salary	Health=\$x29.454%	FICA=\$x7.65%	Pension=\$x34.47%	Unemployment	Admini. fee**	6M Totals
Total	6	\$ 184,346.33	\$ 184,346.33	\$ 54,297.37	\$ 14,102.49	\$ 63,544.18	\$ 93.00	\$ 15,819.17 \$ 332,202.54

**the administrative services fee is 5% for county-funded state employees to cover human resources, some training, some travel, and other expenses incurred by GPDC as an employer

worksheet based on current staffing and salaries only

Personnel budget--state funded	* ID	6M Salary	6M salary	Health=Sx29.454%	FICA=Sx7.65%	Pension=Sx34.47%	Unemployment	12M Totals
Circuit Public Defender	33 1	\$ 67,518.52	\$ 67,518.52	\$ 19,886.90	\$ 5,165.17	\$ 23,273.63	\$ 15.50	\$ 115,859.73
Assistant Circuit Public Defender	97 1	\$ 45,502.44	\$ 45,502.44	\$ 13,402.29	\$ 3,480.94	\$ 15,684.69	\$ 15.50	\$ 78,085.86
Assistant Circuit Public Defender	59 1	\$ 55,498.32	\$ 55,498.32	\$ 16,346.48	\$ 4,245.62	\$ 19,130.27	\$ 15.50	\$ 95,236.19
Assistant Circuit Public Defender	65 1	\$ 40,955.06	\$ 40,955.06	\$ 12,062.90	\$ 3,133.06	\$ 14,117.21	\$ 15.50	\$ 70,283.73
Investigator/Paralegal	22 1	\$ 24,396.44	\$ 24,396.44	\$ 7,185.73	\$ 1,866.33	\$ 8,409.45	\$ 15.50	\$ 41,873.45
Investigator/Paralegal	53 1	\$ 28,495.00	\$ 28,495.00	\$ 8,392.92	\$ 2,179.87	\$ 9,822.23	\$ 15.50	\$ 48,905.51
Hub	58 1	\$ 28,495.00	\$ 28,495.00	\$ 8,392.92	\$ 2,179.87	\$ 9,822.23	\$ 15.50	\$ 48,905.51
Total	6	\$ 290,860.78	\$ 290,860.78	\$ 85,670.13	\$ 22,250.85	\$ 100,259.71	\$ 108.50	\$ 499,149.97

Personnel budget--locally funded by all 6 counties		6M Salary	6M salary	Health=Sx29.454%	FICA=Sx7.65%	Pension=Sx34.47%	Unemployment	Admin. fee**	12M Totals
Assistant Circuit Public Defender	79 1	\$ 38,031.72	\$ 38,031.72	\$ 11,201.86	\$ 2,909.43	\$ 13,109.53	\$ 15.50	\$ 3,263.40	\$ 68,531.45
Assistant Circuit Public Defender	41 1	\$ 40,172.50	\$ 40,172.50	\$ 11,832.41	\$ 3,073.20	\$ 13,847.46	\$ 15.50	\$ 3,447.05	\$ 72,388.12
Assistant Circuit Public Defender	23 1	\$ 40,675.40	\$ 40,675.40	\$ 11,980.53	\$ 3,111.67	\$ 14,020.81	\$ 15.50	\$ 3,490.20	\$ 73,294.11
Administrative Assistant	16 1	\$ 19,902.23	\$ 19,902.23	\$ 5,862.00	\$ 1,522.52	\$ 6,860.30	\$ 15.50	\$ 1,708.13	\$ 35,870.68
Investigator/Paralegal	64 1	\$ 24,483.44	\$ 24,483.44	\$ 7,211.35	\$ 1,872.98	\$ 8,439.44	\$ 15.50	\$ 2,101.14	\$ 44,123.85
Office Manager/Investigator/Paralegal	72 1	\$ 21,081.04	\$ 21,081.04	\$ 6,209.21	\$ 1,612.70	\$ 7,266.63	\$ 15.50	\$ 1,809.25	\$ 37,994.34
Total	6	\$ 184,346.33	\$ 184,346.33	\$ 54,297.37	\$ 14,102.49	\$ 63,544.18	\$ 93.00	\$ 15,819.17	\$ 332,202.54

*Because of privacy concerns, the names of individual employees have been replaced by random numbers; a key will be provided to any county commissioner or staff member or anyone who complies with Article 4 of Chapter 18 of Title 50 of the Official Code of Georgia

**the administrative services fee is 5% for county-funded state employees to cover human resources, some training, some travel, and other expenses incurred by GPDC as an employer

Attachment--Totals for First Six Months of Contract

	GPDC budget	county budget
Personnel	\$ 499,149 97	\$ 332,202 54
Operating		\$ 40,034 99
Total		\$ 372,237 53

County share of personnel based on caseload	Caseload	Percentage	County Share
Lee	570	0 28358209	\$ 94,206 69
Macon	312	0 155223881	\$ 51,565 77
Schley	72	0 035820896	\$ 11,899 79
Stewart	82	0 04079602	\$ 13,552 54
Sumter	950	0 472636816	\$ 157,011 15
Webster	24	0 011940299	\$ 3,966 60
Totals	2010	1	\$ 332,202 54

County share of operating based on population	Population	Percentage	County Share
Lee	33163	0 38087745	\$ 15,248 42
Macon	12082	0 13876192	\$ 5,555 33
Schley	4547	0 05222235	\$ 2,090 72
Stewart	5314	0 06103135	\$ 2,443 39
Sumter	29616	0 34014012	\$ 13,617 51
Webster	2348	0 02696681	\$ 1,079 62
Totals	87070	1	\$ 40,034 99

County share of both personnel and operating	Personnel	Operating	County Share of both
Lee	\$ 94,206 69	\$ 15,248 42	\$ 109,455 12
Macon	\$ 51,565 77	\$ 5,555 33	\$ 57,121 10
Schley	\$ 11,899 79	\$ 2,090 72	\$ 13,990 51
Stewart	\$ 13,552 54	\$ 2,443 39	\$ 15,995 93
Sumter	\$ 157,011 15	\$ 13,617 51	\$ 170,628 66
Webster	\$ 3,966 60	\$ 1,079 62	\$ 5,046 21
Totals	\$ 332,202 54	\$ 40,034 99	\$ 372,237 53

Second Half of Fiscal Year

January 2026 – June 2026

Attachment--Operating Expenses

Account number	Account name	Budgeted amount
100-2800-00-522310-000	rent	\$ 18,262.50
	other operating expenses	\$ 23,774.24
	Total	\$ 42,036.74

OCPD FY 2026 (January 2026 - June 2026)

Attachment--Personnel Expenses

Personnel budget--state funded	* ID	6M Salary	6M salary	Health=Sx29.454%	FICA=Sx7.65%	Pension=Sx34.47%	Unemployment	6M Totals
Total	6	\$ 290,860.78	\$ 290,860.78	\$ 85,670.13	\$ 22,250.85	\$ 100,259.71	\$ 108.50	\$ - \$ 499,149.97

Personnel budget--locally funded by all 6 counties	6M Salary	6M salary	Health=Sx29.454%	FICA=Sx7.65%	Pension=Sx34.47%	Unemployment	Admin. fee**	6M Totals
Total	6	\$ 193,563.65	\$ 193,563.65	\$ 57,012.24	\$ 14,807.62	\$ 66,721.39	\$ 93.00	\$ 16,609.89 \$ 348,807.79

**the administrative services fee is 5% for county-funded state employees to cover human resources, some training, some travel, and other expenses incurred by GPDC as an employer

worksheet based on current staffing and salaries only

Personnel budget--state funded	* ID	6M Salary	6M salary	Health=Sx29.454%	FICA=Sx7 65%	Pension=Sx34 47%	Unemployment	12M Totals
Circuit Public Defender	33 1	\$ 67,518 52	\$ 67,518 52	\$ 19,886 90	\$ 5,165 17	\$ 23,273 63	\$ 15 50	\$ 115,859 73
Assistant Circuit Public Defender	97 1	\$ 45,502 44	\$ 45,502 44	\$ 13,402 29	\$ 3,480 94	\$ 15,684 69	\$ 15 50	\$ 78,085 86
Assistant Circuit Public Defender	59 1	\$ 55,498 32	\$ 55,498 32	\$ 16,346 48	\$ 4,245 62	\$ 19,130 27	\$ 15 50	\$ 95,236 19
Assistant Circuit Public Defender	65 1	\$ 40,955 06	\$ 40,955 06	\$ 12,062 90	\$ 3,133 06	\$ 14,117 21	\$ 15 50	\$ 70,283 73
Investigator/Paralegal	22 1	\$ 24,396 44	\$ 24,396 44	\$ 7,185 73	\$ 1,866 33	\$ 8,409 45	\$ 15 50	\$ 41,873 45
Investigator/Paralegal	53 1	\$ 28,495 00	\$ 28,495 00	\$ 8,392 92	\$ 2,179 87	\$ 9,822 23	\$ 15 50	\$ 48,905 51
Hub	58 1	\$ 28,495 00	\$ 28,495 00	\$ 8,392 92	\$ 2,179 87	\$ 9,822 23	\$ 15 50	\$ 48,905 51
Total	6	\$ 290,860 78	\$ 290,860 78	\$ 85,670 13	\$ 22,250 85	\$ 100,259 71	\$ 108 50	\$ 499,149 97

Personnel budget--locally funded by all 6 counties		6M Salary	6M salary	Health=Sx29.454%	FICA=Sx7 65%	Pension=Sx34 47%	Unemployment	Admin. fee**	12M Totals
Assistant Circuit Public Defender	79 1	\$ 39,933 31	\$ 39,933 31	\$ 11,761 96	\$ 3,054 90	\$ 13,765 01	\$ 15 50	\$ 3,426 53	\$ 71,957 21
Assistant Circuit Public Defender	41 1	\$ 42,181 13	\$ 42,181 13	\$ 12,424 03	\$ 3,226 86	\$ 14,539 84	\$ 15 50	\$ 3,619 37	\$ 76,006 72
Assistant Circuit Public Defender	23 1	\$ 42,709 17	\$ 42,709 17	\$ 12,579 56	\$ 3,267 25	\$ 14,721 85	\$ 15 50	\$ 3,664 67	\$ 76,958 00
Administrative Assistant	16 1	\$ 20,897 34	\$ 20,897 34	\$ 6,155 10	\$ 1,598 65	\$ 7,203 31	\$ 15 50	\$ 1,793 50	\$ 37,663 40
Investigator/Paralegal	64 1	\$ 25,707 61	\$ 25,707 61	\$ 7,571 92	\$ 1,966 63	\$ 8,861 41	\$ 15 50	\$ 2,206 15	\$ 46,329 23
Office Manager/Investigator/Paralegal	72 1	\$ 22,135 09	\$ 22,135 09	\$ 6,519 67	\$ 1,693 33	\$ 7,629 97	\$ 15 50	\$ 1,899 68	\$ 39,893 24
Total	6	\$ 193,563 65	\$ 193,563 65	\$ 57,012 24	\$ 14,807 62	\$ 66,721 39	\$ 93 00	\$ 16,609 89	\$ 348,807 79

*Because of privacy concerns, the names of individual employees have been replaced by random numbers, a key will be provided to any county commissioner or staff member or anyone who complies with Article 4 of Chapter 18 of Title 50 of the Official Code of Georgia

**the administrative services fee is 5% for county-funded state employees to cover human resources, some training, some travel, and other expenses incurred by GPDC as an employer

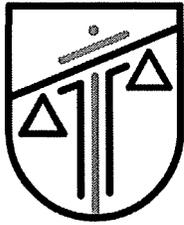
Attachment--Totals for Second Six Months of Contract

	GPDC budget	county budget
Personnel	\$ 499,149 97	\$ 348,807 79
Operating		\$ 42,036 74
Total		\$ 390,844 53

County share of personnel based on caseload	Caseload	Percentage	County Share
Lee	570	0 28358209	\$ 98,915 64
Macon	312	0 155223881	\$ 54,143 30
Schley	72	0 035820896	\$ 12,494 61
Stewart	82	0 04079602	\$ 14,229 97
Sumter	950	0 472636816	\$ 164,859 40
Webster	24	0 011940299	\$ 4,164 87
Totals	2010	1	\$ 348,807 79

County share of operating based on population	Population	Percentage	County Share
Lee	33163	0 38087745	\$ 16,010 85
Macon	12082	0 13876192	\$ 5,833 10
Schley	4547	0 05222235	\$ 2,195 26
Stewart	5314	0 06103135	\$ 2,565 56
Sumter	29616	0 34014012	\$ 14,298 38
Webster	2348	0 02696681	\$ 1,133 60
Totals	87070	1	\$ 42 036 74

County share of both personnel and operating	Personnel	Operating	County Share of both
Lee	\$ 98,915 64	\$ 16,010 85	\$ 114,926 49
Macon	\$ 54,143 30	\$ 5,833 10	\$ 59,976 40
Schley	\$ 12,494 61	\$ 2,195 26	\$ 14,689 86
Stewart	\$ 14,229 97	\$ 2,565 56	\$ 16,795 53
Sumter	\$ 164,859 40	\$ 14,298 38	\$ 179,157 79
Webster	\$ 4,164 87	\$ 1,133 60	\$ 5,298 47
Totals	\$ 348,807 79	\$ 42,036 74	\$ 390,844 53



INDIGENT DEFENSE CONTRACT BETWEEN THE OFFICE OF THE CIRCUIT
PUBLIC DEFENDER OF THE SOUTHWESTERN JUDICIAL CIRCUIT AND THE
GOVERNING AUTHORITIES OF LEE, MACON, SCHLEY, STEWART, SUMTER,
AND WEBSTER COUNTIES

THIS CONTRACT is entered into on the dates listed on the signature pages below between the Office of the Circuit Public Defender of the Southwestern Judicial Circuit (hereinafter referred to as the “Office of the Circuit Public Defender”), the governing authority of Lee County, a body politic and a subdivision of the State of Georgia (hereinafter referred to as “Lee County”), the governing authority of Macon County, a body politic and a subdivision of the State of Georgia (hereinafter referred to as “Macon County”), the governing authority of Schley County, a body politic and a subdivision of the State of Georgia (hereinafter referred to as “Schley County”), the governing authority of Stewart County, a body politic and a subdivision of the State of Georgia (hereinafter referred to as “Stewart County”), the governing authority of Sumter County, a body politic and a subdivision of the State of Georgia (hereinafter referred to as “Sumter County”), and the governing authority of Webster County, a body politic and a subdivision of the State of Georgia (hereinafter referred to as “Webster County”). Lee County, Macon County, Schley County, Stewart County, Sumter County, and Webster County are hereinafter referred to collectively as the “Counties.”

WHEREAS, the Office of the Circuit Public Defender and the Counties enter into this contract to implement the provisions of the Georgia Indigent Defense Act of 2003, as amended; and

WHEREAS, the Counties are bodies politic, existing and operating under the laws and Constitution of the State of Georgia with full power to enter into contracts and agreements with other political entities; and

WHEREAS, the Office of the Circuit Public Defender exists under the laws of the State of Georgia and operates under the laws and Constitution of the State of Georgia with full power to enter into contracts and agreements with other entities; and

WHEREAS, it is the intent of the parties to this contract to provide for the operation of an indigent defense system to assure that adequate and effective legal representation is provided, independent of political considerations or private interests, to indigent defendants in criminal cases consistent with the standards adopted by the Georgia Public Defender Council (“GPDC”). This system and this contract include the following:

- (1) The provision by the Office of the Circuit Public Defender and GPDC of the statutorily required services to the Counties;
- (2) The payment to the Office of the Circuit Public Defender by the Counties for assistant public defenders and investigators and administrative assistants;

- (3) The payment by the Counties of their pro rata share of the costs of appropriate offices, utilities, telephone expenses, materials, and supplies as may be necessary to equip, maintain, and furnish the Office of the Circuit Public Defender in an orderly and efficient manner;
- (4) Travel advances and reimbursement of expenses;
- (5) Salary supplements; and
- (6) The provision for other matters necessary to carry out this contract.

NOW THEREFORE, in consideration of the mutual covenants and promises contained in the contract and for Ten Dollars (\$10) and other good and valuable consideration, IT IS AGREED AS FOLLOWS:

ARTICLE 1--STATUTORY AND ADDITIONAL SERVICES

Section 1.01 Statutory staffing:

The Office of the Circuit Public Defender and GPDC agree to provide for the Southwestern Judicial Circuit full-time staff for a public defender office or offices consisting of a Circuit Public Defender; an assistant public defender for each superior court judge authorized for the circuit, excluding the chief judge and senior judges; an investigator; and 2 additional persons to perform administrative, investigative, clerical, and/or paraprofessional services. In addition, pursuant to OCGA § 17-12-27(a)(2), and for as long as the General Assembly provides adequate funding, the Office of the Circuit Public Defender and GPDC agree to provide for the Southwestern Judicial Circuit one additional full-time assistant public defender.

Section 1.02 Statutory services:

The Office of the Circuit Public Defender agrees to provide representation to indigent defendants in the following cases:

- (1) Misdemeanor and felony cases prosecuted in the superior courts of the Counties under the laws of the State of Georgia in which there is a possibility that a sentence of imprisonment or probation or suspension of sentence of imprisonment may be adjudged;
- (2) Hearings in the superior courts of the Counties on a revocation of probation;
- (3) Cases prosecuted in the juvenile courts of the Counties in which a child may face a disposition in a delinquency case of confinement, commitment or probation; and
- (4) Direct appeals from a decision in cases described in (1), (2), and (3) above.

Section 1.03 Conflicts:

The Office of the Circuit Public Defender and GPDC agree to provide for legal representation by an attorney who is not an employee of the Office of the Circuit Public Defender in cases described in Section 1.02 in which the Office of the Circuit Public Defender has a conflict of interest which cannot be resolved by assigning a different lawyer in the Office of the Circuit Public Defender.

ARTICLE 2--ADDITIONAL ASSISTANT PUBLIC DEFENDERS, INVESTIGATORS, AND ADMINISTRATIVE ASSISTANTS

Section 2.01 Additional employees:

The Counties agree to pay to the Office of the Circuit Public Defender the amount provided in the attachments for the additional personnel listed in the attachments. The amount to be paid includes a 5% administrative services fee. The 5% administrative services fee covers all of the expenses relating to the “county-funded state employees” that would normally be paid by the State on behalf of “state-funded state employees” such as travel reimbursements for travel to the training seminars provided by GPDC. This administrative services fee is determined by the total amount for the budgeted positions. Any unused portion of the administrative services fee for that fiscal year will be refunded to the Counties. The additional personnel employed by the Office of the Circuit Public Defender pursuant to this Section are full-time state paid employees of the Office of the Circuit Public Defender in the unclassified service of the State Merit System of Personnel Administration with all benefits of such appointed state employees as provided by law. The additional personnel employed by the Office of the Circuit Public Defender pursuant to this Section serve at the pleasure of the Circuit Public Defender of the Southwestern Judicial Circuit. The parties agree that the employment of additional personnel by the Office of the Circuit Public Defender pursuant to this section may be terminated by the Office of the Circuit Public Defender if the County does not pay for the costs of these personnel in advance in accordance with this contract. Any changes to the attachments shall be made in accordance with Section 4.05.

Section 2.02 State Bar dues:

The Counties agree to pay the State Bar dues of all of the attorneys who work for the OCPD. In addition to allowing all of the lawyers to legally practice law, this will allow the courts to determine that every attorney who works for the OCPD is paid at least in part by the Counties so the courts can order any and all attorney’s fees to be paid to the Counties pursuant to O.C.G.A. § 17-12-51(a).

Section 2.03 Payment terms:

Sumter County agrees to pay the Office of the Circuit Public Defender all of the additional personnel costs stated in the attachments in monthly installments. Installments are due by the 15th day of the preceding month to GPDC. Installments will be paid directly to GPDC with the first installment paid by the 15th of the month before the effective date of this contract. The Office of the Circuit Public Defender agrees to use these funds for the purpose of paying the salary, benefits, and administrative costs of the additional personnel listed in the attachments. At or near the end of every quarter¹, Sumter County will send invoices to the other five counties for their pro rata share of the additional personnel costs for the quarter that is ending. No funds provided to the Office of the Circuit Public Defender pursuant to this agreement may be utilized for bonuses or

¹ As used in this contract, quarters will start on the first days of January, April, July, and October and will end the day before the next quarter starts.

rewards for meritorious service to the Circuit Public Defender, the Circuit Public Defender's employees, or contractors, or otherwise utilized in a manner prohibited by Article III, Section VI, Paragraph VI of the Constitution of the State of Georgia prohibiting gratuities.

Section 2.04

The Office of the Circuit Public Defender agrees to authorize and direct GPDC to refund to the Counties (through Sumter County) any funds that have been on deposit with GPDC at the end of the State's fiscal year and that were paid to GPDC for positions that are not filled or were not spent for whatever reason and are not expected to be spent for expenses incurred during the term of this agreement. Any such refund due the Counties shall be issued at the end of the State's fiscal year.

ARTICLE 3--PROVISION BY THE COUNTIES OF THEIR PRO RATA SHARE OF THE COSTS OF APPROPRIATE OFFICES, UTILITIES, TELEPHONE EXPENSES, MATERIALS, AND SUPPLIES AS MAY BE NECESSARY TO EQUIP, MAINTAIN, AND FURNISH THE OFFICE OF THE CIRCUIT PUBLIC DEFENDER.

Section 3.01 Office expenses:

The Counties agree to pay their pro rata share of the budget provided in the attachments, which is the budget for appropriate utilities, telephone expenses, materials, supplies, and other expenses necessary to equip, maintain, and furnish the Office of the Circuit Public Defender.

Section 3.02 Travel and expense reimbursement:

The Counties agree to provide travel advances and to reimburse expenses which may be incurred in the performance of the employee's official duties under this contract by an employee of the Office of the Circuit Public Defender to the extent the expenses are not reimbursed by the State.

Section 3.03 Payment terms:

Sumter County will administer and advance the operating expenditures to the extent the expenses are authorized by the Circuit Public Defender of the Southwestern Judicial Circuit and are within the budget as set out in the attachments. Lee County, Macon County, Schley County, Stewart County, and Webster County agree to pay their pro rata share of the operating expenditures listed in the attachments to Sumter County. These funds will be paid quarterly to Sumter County and will be based on actual expenditures for the previous quarter based on an invoice sent by Sumter County. Sumter County shall not be responsible for determining whether any expenditures or requests for payment submitted by the Office of the Circuit Public Defender are a legitimate government expense or authorized by law. The Office of the Circuit Public Defender will cooperate with any of the Counties to provide any documentation of any expenditure on request if such documentation is reasonably available to the Office of the Circuit Public Defender.

Section 3.04

Reports, Accounting, and Audits: Sumter County will comply with reasonable requests by the Office of the Circuit Public Defender to provide the Office of the Circuit Public Defender with reports and other information concerning operating expenses required by any State auditor or by GPDC or requested by the Office of the Circuit Public Defender.

Within 15 days of receipt, the Office of the Circuit Public Defender will comply with reasonable requests by any of the Counties to provide reports and other information concerning operating or personnel expenses including a complete copy of any audits of its financial statements, expenditures, or funds, including, but not limited to, any work papers, spreadsheets, line item details, or other documents reviewed by the auditor. The duty to provide a copy of such audits expressly includes any audits conducted by the State of Georgia or a private auditor, regardless of the source of the funds audited.

In addition, any County may request an annual audit of the funds provided to the Office of the Circuit Public Defender pursuant to this contract. Upon receipt of any such request, the Office of the Circuit Public Defender shall take reasonable steps in a timely manner to engage an independent auditor at the expense of the County that requested the audit. No later than 60 days after receipt of the County's request, the Office of the Circuit Public Defender shall provide the Counties a copy of the auditor's reports, findings, and recommendations, and, upon request, a copy of all work papers, spreadsheets, line item details, and other documents or information reviewed by the auditor.

Within 30 days of the close of the term of this contract, Sumter County shall provide the Office of the Circuit Public Defender an accounting, including line item details, of the manner in which the funds allocated pursuant to this contract were applied or spent. Within 15 days of receipt, the Office of the Circuit Public Defender shall thereafter provide a complete copy of the accounting to all other Counties.

Within 30 days of the close of the term of this contract, the Office of the Circuit Public Defender shall provide the Counties an accounting of the number of indigent clients served in the unincorporated area of each county compared to each of the municipalities in each such county.

ARTICLE 4--MISCELLANEOUS

Section 4.01 Term:

The term of this contract is for one year beginning on July 1, 2025 and ending on June 30, 2026.

Section 4.02 Severability:

Any section, subsection, paragraph, term, condition, provision or other part (hereinafter collectively referred to as "part") of this contract that is judged, held, found, or declared to be voidable, void, invalid, illegal or otherwise not fully enforceable shall not affect any other part of this contract, and the remainder of this contract shall continue to be of full force and effect. Any

agreement of the parties to amend, modify, eliminate, or otherwise change any part of this contract shall not affect any other part of this contract, and the remainder of this contract shall continue to be of full force and effect.

Section 4.03 Cooperation, dispute resolution, and jurisdiction:

- (1) The Office of the Circuit Public Defender and the Counties collectively and individually acknowledge that this contract may need to be revised periodically to address new or unforeseen matters;
- (2) Each party to this contract agrees to cooperate with the other party to effectuate and carry out the intent of this contract;
- (3) This contract, and the rights and obligations of the parties, shall be governed by, and subject to and interpreted in accordance with the laws of the State of Georgia. The parties acknowledge and agree that by law, the exclusive jurisdiction for contract actions against the state, departments and agencies of the state, and state authorities is the Superior Court of Fulton County, Georgia. The Parties further acknowledge that the Fulton Superior Court has a Court sponsored Arbitration and Mediation Program in which the Parties agree to fully participate.

Section 4.04 Notice:

A notice to a party to this contract shall be made in writing and shall be delivered by first class mail or personally to the person and at the address indicated below:

Lee County:	Christi Dockery, County Manager Lee County Board of Commissioners 110 Starksville Avenue North Leesburg, Georgia 31763
Macon County:	Roselyn Starling, County Manager Macon County Board of Commissioners Post Office Box 297 Oglethorpe, Georgia 31068
Schley County:	Douglas Jamieson, County Manager Schley County Board of Commissioners Post Office Box 352 Ellaville, Georgia 31806
Stewart County:	Joseph B. Williams, Chairman Stewart County Board of Commissioners Post Office Box 157 Lumpkin, Georgia 31815

Sumter County: Scott Carver, County Administrator
Sumter County Board of Commissioners
Post Office Box 295
Americus, Georgia 31709

Webster County: Darrell Holbrook, Chairman
Webster County Board of Commissioners
Post Office Box 29
Preston, Georgia 31824

Office of the Circuit Public Defender: David T. Winheim, Circuit Public Defender
Southwestern Judicial Circuit
510 West Lamar Street, 2nd Floor
Americus, Georgia 31709

Georgia Public Defender Council: Omotayo Alli, Executive Director
Georgia Public Defender Standards Council
270 Washington Street, Suite 6079
Atlanta, GA 30334

Section 4.05 Contract modification:

This contract, including the attachments hereto, constitutes the entire agreement between the parties with respect to the subject matter of this contract and may be altered or amended only by a subsequent written agreement of equal dignity. Provided, however, that the Circuit Public Defender may revise individual line items of the budget as follows: individual line items may be adjusted by the Circuit Public Defender via instructions to Sumter County, the fiscal agent, and/or to GPDC, without notice, so long as said budget revisions do not increase the budgeted amount set out in this contract. This contract supersedes all prior agreements, negotiations, and communications of whatever type, whether written or oral, between the parties hereto with respect to the subject matter of this contract.

Section 4.06 Termination:

- (1) Due to non-availability of funds: in the event that any of the sources of reimbursement for services under this contract (appropriations from the General Assembly of the State of Georgia, or appropriations from a county governing authority) are reduced during the term of this contract, the Office of the Circuit Public Defender may terminate the contract. The certification by the Director of GPDC of the occurrence of reduction in State funds is conclusive. The certification by the person designated in Section 4.04 for the receipt of notice for each of the Counties of the occurrence of the reduction in county funds is conclusive. The Counties agree to promptly notify the Office of the Circuit Public Defender in writing of the non-existence or insufficiency of funds and the date of termination. The Office of the Circuit Public Defender may then immediately cease providing the services

required hereunder except for any necessary winding down and transition services required under Section 4.07. In lieu of terminating this contract, the Counties and the Office of the Circuit Public Defender may make financial and other adjustments to this contract by amending it pursuant to Section 4.05.

- (2) For cause: this contract may be terminated for cause, in whole or in part, at any time by any party for failure by the other party to substantially perform any of its duties under this contract. "Cause" means a breach or default of any material obligation hereunder which default is incapable of cure, or which, being capable of cure, has not been cured within 30 days after receipt of notice of such default (or such additional cure period as the non-defaulting party may authorize). Should a party exercise its right to terminate this contract under this subsection, the termination shall be accomplished in writing and specify the reason and the termination date. In the event of termination under this subsection the Office of the Circuit Public Defender shall submit a final contract expenditure report containing all charges incurred through and including the termination date to the Counties no later than 30 days after the effective date of written notice of termination and the Counties shall pay the amount due within 15 days of the receipt of the final contract expenditure report. Upon termination of this contract, the Office of the Circuit Public Defender shall not incur any new obligations after the effective date of the termination, except as required under Section 4.07. The above remedies contained in this subsection are in addition to any other remedies provided by law or the terms of this contract.
- (3) For Convenience: this contract may be cancelled or terminated by any of the parties without cause; however, the party seeking to terminate or cancel this contract shall give written notice of its intention to do so to the other parties at least 60 days prior to the effective date of cancellation or termination.
- (4) Post-termination obligations: after termination of this contract pursuant to this Section, the Office of the Circuit Public Defender and the Counties agree to comply with the provisions of Section 4.07.

Section 4.07 Cooperation in transition of services.

- (1) During or at the end of the contract: the Office of the Circuit Public Defender agrees upon termination or expiration of this contract, in whole or in part, for any reason to cooperate as requested by the Counties to effectuate the smooth and reasonable transition of services for existing clients. This includes but is not limited to the continuation of representation by the Office of the Circuit Public Defender where appropriate or required by law, court rule, or the State Bar of Georgia ethical standards or the facilitation of the timely transfer to the Counties of the client records. The Counties shall compensate the Office of the Circuit Public Defender for all post-termination or post-expiration services under this subsection. The Office of the Circuit Public Defender shall submit a monthly expenditure report containing all charges incurred during the preceding month on or before the 5th day of each month. The Counties shall pay the amount due within 15 days of the receipt of the monthly expenditure report. This subsection survives the termination or expiration of the contract.

- (2) Statutory responsibility continuation: the Office of the Circuit Public Defender and the Counties acknowledge that both have responsibilities for indigent defense costs under the Georgia Indigent Defense Act of 2003, as amended, and that the termination or expiration of this contract does not relieve either party of their responsibility under the law.

Section 4.08 Advance of funds:

The parties agree that advances of funds cannot remain outstanding following contract expiration or termination and will be reclaimed. The parties agree that upon termination of this contract all unexpended and unobligated county funds held by the parties revert to the Counties and shall be distributed based on their pro-rata contributions outlined in the attachments hereto. The parties agree to reconcile expenditures against advances of funds within 30 days of termination of this contract.

Section 4.09 Attachments incorporated:

The attachments are incorporated into this contract by reference as if fully set forth herein.

Section 4.10 Time:

Time is of the essence.

IN WITNESS WHEREOF, the parties have each here unto affixed their signatures the day and year set out below.

Lee County
by:

Signature

Title

ATTEST:

Date

Macon County
by:

Signature

Title

ATTEST:

Date

Schley County
by:

Signature

Title

ATTEST:

Date

Stewart County
by:

Signature

Title

ATTEST:

Date

Sumter County
by:

Signature

Title

ATTEST:

Date

Webster County
by:

Signature

Title

ATTEST:

Date

Office of the Circuit Public Defender
by:



Signature

Circuit Public Defender

Title

ATTEST:



May 15, 2025

Date

Georgia Public Defender Standards Council
by:

Signature

Title

ATTEST:

Date

**SHORT FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of **JULY 1, 2025** (“Effective Date”) between **LEE COUNTY** (“Owner”) and **AULICK ENGINEERING, LLC.** (“Engineer”).

Owner’s Project, of which Engineer’s services under this Agreement are a part, is generally identified as follows: **LEE COUNTY NPDES PERMIT** (“Project”).

Engineer’s services under this Agreement are generally identified as follows: **SEE APPENDIX A** (“Services”).

Owner and Engineer further agree as follows:

1.01 Basic Agreement and Period of Service

- A. Engineer shall provide or furnish the Services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above (“Additional Services”).
- B. Engineer shall complete its Services within the following specific time period: **JULY 1, 2025 through JUNE 30, 2026**
- C. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer’s Services is impaired, or Engineer’s Services are delayed or suspended, then the time for completion of Engineer’s Services, and the rates and amounts of Engineer’s compensation, shall be adjusted equitably.

2.01 Basis of Payment—Lump Sum

- A. Owner shall pay Engineer for Services as follows:
 - 1. A Lump Sum amount of **\$26,000.00**.
 - 2. In addition to the Lump Sum amount, reimbursement for the following expenses: **None**.
- B. The portion of the compensation amount billed monthly for Engineer's Services will be **billed in 12 equal monthly installments**.

2.02 Additional Services: For Additional Services, Owner shall pay Engineer an amount equal to the cumulative hours charged in providing the Additional Services by each class of Engineer’s employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services and Engineer’s consultants’ charges, if any. Engineer’s standard hourly rates are attached as **Appendix C**.

Attachments: **Appendix A – Scope of Work, Appendix B – Standard Terms of Service, Appendix C – Engineer’s Standard Hourly Rates**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner: LEE COUNTY

Engineer: AULICK ENGINEERING

Print name: Luke Singletary
Title: Chairman
Date: _____

Print name: Steve Thomas
Title: Chief Operations Officer
Date: _____

Address for Owner's receipt of notices:
Lee County Board of Commissioners
102 Starksville Avenue North
Leesburg, Georgia 31763
(229) 759-6000

Address for Engineer's receipt of notices:
Aulick Engineering, LLC.
2000 Airport Road Suite 121
Chamblee, Georgia 30341

APPENDIX A – SCOPE OF WORK

NPDES PERMIT

1. Assist Lee County personnel in complying with Lee County's NPDES stormwater permit, to include:
 - a. Assisting County staff in completing required permit tasks
 - b. Assist County staff, as needed, in performing Erosion Control inspections.
 - c. Directing County staff on specific permit required tasks
 - d. Performing required field inspections of outfalls and drainage collection system
 - e. Preparing the required Annual Report
 - f. Updating the Board of Commissioners on permit activities throughout the year

EXCLUSIONS

1. If an engineering issue is identified that cannot be reasonably accomplished under one of the above scope items, a scope and fee to investigate/design/study the issue will be provided to the County
2. Specific study areas or projects not covered in the above scope items would qualify as a standalone contract and would not be considered part of this Engineering Services agreement
3. Any areas identified by the engineer as outside his field of study would not be considered part of this Engineering Services agreement
4. Expert witness testimony would not be considered part of this Engineering Services agreement

APPENDIX B – STANDARD TERMS AND CONDITIONS

1. Scope, Term, and Termination.

1.1 Aulick Engineering, LLC will provide services to Client only as specifically described in the letter agreement (the “Letter Agreement”) subject to these Standard Terms and Conditions (this “Terms and Conditions”, together with the Letter Agreement and incorporated by reference therein, this “Agreement”). The description of work to be performed by Aulick Engineering (“Services”) will be set forth in a Letter Agreement. These Terms and Conditions will commence on the effective date of the Letter Agreement and will continue in effect until the earlier of the completion of all Services, or termination of the Letter Agreement. Except as set forth in the Letter Agreement, Aulick Engineering will provide its own tools, materials, equipment and other business items necessary to perform the Services.

1.2. When included in Aulick Engineering’s scope of services, opinions or estimates of probable construction cost are prepared on the basis of Aulick Engineering’s experience and qualifications and represent Aulick Engineering’s judgment as a professional generally familiar with the industry. However, since Aulick Engineering has no control over the cost of labor, materials, equipment or services furnished by others, contractor’s methods of determining prices, competitive bidding, or market conditions, Aulick Engineering does not guarantee that proposals, bids, or actual construction cost will not vary from Aulick Engineering’s opinions or estimates of probable construction costs.

1.3. Termination. Client or Aulick Engineering may terminate this Agreement for any reason by giving the non-terminating party seven days written notice prior to the proposed termination; provided, however, if payment is not made by Client within three (3) days of written notice by Aulick Engineering to Client of nonpayment, Aulick Engineering may terminate this Agreement immediately for failure by Client to make payments in accordance with this Agreement. In the event of termination by either party for any reason, Client will pay Aulick Engineering for all Services performed up to the date of termination. Sections 3, 4, 5, 6, 7 and 11 will survive the expiration or termination of this Agreement.

2. Terms of Payment. Except as specifically set forth in the Letter Agreement, the following terms of payment will apply: Aulick Engineering will submit to Client an itemized invoice for all of the applicable amount(s) due hereunder, including without limitation any expenses incurred by Aulick Engineering. Payment will be due 30 days from date of invoice and will be payable only in U.S. dollars. All past due amounts will accrue interest at the rate of 1.5% per month or the maximum rate allowed by law, whichever is greater. Aulick Engineering may, after 3 days’ written notice to Client, suspend Services under this Agreement, without liability; until all past due amounts have been paid in full, excluding non-payment for amounts disputed in good faith. Amounts invoiced exclude, and Client will pay, all sales, use, transfer, value-added tax or other taxes, whether federal, state, provincial, local, or otherwise which are levied or imposed by reason of the Services performed, except those based solely on Aulick Engineering’s net income. All payments shall be made via EFT or sent to Aulick Engineering, LLC, 1900 Century Place, Chamblee, GA 30345.

3. Ownership. Each party will retain title to all of its respective Confidential Information as defined in Section 4 below, whether developed before, during, or after the Services. Aulick Engineering acknowledges that any deliverables generated by Aulick Engineering as a result of the Services will be the property of Client.

4. Confidentiality. “Confidential Information” as used in this Agreement will mean any and all confidential and proprietary technical and non-technical information including patent, copyright, trade secret, and proprietary information, techniques, models, inventions, know-how, processes, apparatus, equipment, algorithms, software programs, and formulae related to the current, future and proposed products and services of each of the parties and/or its customers and/or vendors, including, without limitation, information concerning product or process research and development, design details and specifications, engineering, financial data, manufacturing, customer lists, business forecasts, sales and merchandising, and marketing plans. Each party acknowledges that in the performance of any Services it may be supplied with Confidential Information of the other party. Each party will treat, protect, and safeguard as proprietary and confidential this Agreement and all Confidential Information disclosed to the other under this Agreement using at least as great a degree of care as used to maintain the confidentiality of its own most Confidential Information, but in no event less than a reasonable degree of care. Except with specific prior written authorization, each party will not use, either directly or indirectly, any of the other party’s Confidential Information other than for the purpose for which it has been disclosed in

APPENDIX B – STANDARD TERMS AND CONDITIONS

connection with the performance of the Services. Each of the parties agrees that it will disclose the other party's Confidential Information only to its employees who need to know such information, provided that such employees are bound by terms and conditions protecting such Confidential Information substantially similar to those of this Agreement. Each party acknowledges that the disclosure of any Confidential Information, except as expressly permitted by this Agreement, will cause irreparable injury for which the injured party may not have an adequate remedy at law. Accordingly, either party may obtain injunctive relief against the breach or threatened breach of any of the foregoing undertakings in addition to any other legal remedies that may be available, and each party hereby consents to the obtaining of such injunctive relief. The above restrictions will not apply to any Confidential Information which (a) is rightfully known or is in the rightful possession of the receiving party as of the date of its disclosure by the disclosing party; (b) is in the public domain or generally distributed or made available to others by the disclosing party following the date of its disclosure by the disclosing party without restriction as to use or disclosure; (c) lawfully becomes known or available to the receiving party from third parties who are not under a similar agreement directly or indirectly with the disclosing party regarding disclosure; (d) independently developed by the receiving party as evidenced by its written records, or (e) is required to be disclosed to enforce the terms of this Agreement or by applicable law, provided the receiving party will notify the disclosing party as soon as reasonably possible prior to such disclosure to afford the disclosing party an opportunity to object or to seek a protective order.

5. Indemnification. In the event there is a third-party claim against the Client or liability to a third party, Aulick Engineering agrees, to the fullest extent permitted by law, to indemnify and hold harmless Client, its officers, directors and employees against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by Aulick Engineering's negligent performance of professional services under this Agreement. Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Aulick Engineering, its officers, directors, employees, agents and subconsultants against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Client's negligent acts in connection with the Services and the acts of its contractors, subcontractors or consultants or anyone for whom the Client is legally liable. Neither the Client nor Aulick Engineering shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence or for the negligence of others. Notwithstanding the foregoing agreement to indemnify and hold harmless, the parties expressly agree that each party has no duty to defend the other from and against any claims, causes of action, or proceedings of any kind.

6. Representation.

6.1. During the term of the applicable Services, Aulick Engineering represents that any service rendered by Aulick Engineering will be performed with the care and skill ordinarily used by other members of Aulick Engineering's profession practicing under similar conditions.

6.2. AULICK ENGINEERING DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL EXPRESS AND/OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. AULICK ENGINEERING DOES NOT WARRANT THAT THE SERVICES WILL BE ERROR-FREE.

7. Limitation of Liability.

7.1. NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS AGREEMENT, AULICK ENGINEERING WILL NOT BE LIABLE TO CLIENT FOR ANY CONSEQUENTIAL, INDIRECT OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, REVENUES OR DATA WITH RESPECT TO ANY CLAIMS REGARDING THE SERVICES TO BE PROVIDED HEREUNDER EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER UNDER THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE.

7.2. IN RECOGNITION OF THE RELATIVE RISKS AND BENEFITS OF THE SERVICES TO BOTH CLIENT AND AULICK ENGINEERING, THE RISKS HAVE BEEN ALLOCATED SUCH THAT THE CLIENT AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO LIMIT THE LIABILITY OF THE AULICK ENGINEERING AND ITS OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, OWNERS AND SUBCONSULTANTS 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 AULICK ENGINEERING SHALL NOT EXCEED ONE HUNDRED THOUSAND DOLLARS (\$100,000), OR THE TOTAL FEE FOR SERVICES RENDERED PURSUANT TO THE LETTER AGREEMENT, WHICHEVER IS GREATER.

APPENDIX B – STANDARD TERMS AND CONDITIONS

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.

7.3. Notwithstanding any provision to the contrary in this Agreement, if the Letter Agreement provides for the delivery of any Construction Phase Services by Aulick Engineering, Client acknowledges and agrees that the general contractor hired by Client is solely responsible for the construction of the project and Aulick Engineering will not be liable for the construction means, methods, techniques, sequences or procedures employed by such general contractor or for any and all acts or omissions of any such general contractor, subcontractor, supplier, or otherwise with respect to any Construction Phase Services provided by Aulick Engineering hereunder.

7.4. Notwithstanding any provision to the contrary in this Agreement, Aulick Engineering's scope of Services does not nor will not include any services related to the environmental PCBs, petroleum, hazardous waste or radioactive materials or compliance with any environmental health or safety laws. Client acknowledges and agrees that Client is solely responsible and liable for assessing any environmental health or safety issues with respect to any and all Client projects and that Aulick Engineering is in no event liable for any environmental review or claims.

8. Subcontracting. Aulick Engineering may subcontract its obligations under this Agreement to a third party reasonably acceptable to Client, so long as Aulick Engineering remains responsible for the subcontractor's work under the terms of this Agreement, and the third party subcontractor agrees to be bound by terms substantially similar to those in this Agreement.

9. Independent Contractor. Both parties agree that Aulick Engineering is an independent contractor in relation to Client, and will not be considered an agent or servant of Client. It is agreed that Aulick Engineering will have the right to control the details of its Services. Client and Aulick Engineering agree that in no respect will any employee of Aulick Engineering be an employee of Client.

10. Force Majeure. Except for payment obligations hereunder, neither party will be liable for failure to perform any of its obligations hereunder where such performance is prevented or interfered with by riots, wars or hostilities between any nations, acts of God, acts of terrorism, fires, storms, floods, earthquakes, strikes, labor disputes, shortages or delays of carriers, shortages or curtailments of raw materials, labor, power or other utility services, and other cause beyond the reasonable control of the parties hereto; provided, in the event a force majeure event delays a party's performance by more than thirty (30) days, the other party will have the right to terminate this Agreement by providing written notice thereof to the delayed party. This provision will not be construed as relieving either party from its obligation to pay any sums due the other party.

11. Alternative Dispute Resolution. Any dispute, claim or controversy between the parties hereto arising out of or related to the terms or subject matter of this Agreement shall be resolved in accordance with the terms of this paragraph. Any claim by one party must be submitted by that party (the "Complaining Party") to the other party (the "Non-Complaining Party") in writing describing generally the nature of the claim (the "Claim"). The Non-Complaining Party shall respond to the Claim in writing addressed to the Complaining Party within thirty (30) days of receipt of the Claim. If the parties cannot resolve the claim themselves within forty-five (45) days following initial receipt of the Claim (the "Informal Resolution Deadline"), then the Claim shall be submitted to mediation, with the costs of such mediation to be borne equally by each party. The parties shall have twenty (20) days from the Informal Resolution Deadline to mutually select a mediator. If the parties are unable to agree on a mediator within this period, the Claim will be submitted to Henning Mediation and Arbitration Service in Atlanta, Georgia ("Henning"), which will select a mediator for the parties in accordance with its policies and procedures. The mediation must be completed within sixty (60) days of the submission of the Claim to Henning. If the parties are unsuccessful in resolving the Claim through mediation, the mediator shall provide written notice to the parties reflecting the same, and the parties may then proceed to seek an alternative form of resolution of the Claim, in accordance with the remaining terms of this Agreement and all other rights and remedies afforded to them by law.

12. Miscellaneous. This Agreement, including the Letter Agreement, is the exclusive statement of the agreement between the parties with respect to the matters set forth herein, and supersedes all prior agreements, negotiations, representations and proposals, written and oral, with respect to the subject matter hereof. Variance from, or additions to, the terms and conditions of this Agreement in any purchase order or other written

APPENDIX B – STANDARD TERMS AND CONDITIONS

notification from Client will be of no effect. This Agreement will be governed by and construed in accordance with the laws of the State of Georgia, excluding its conflicts of laws rules. This Agreement will be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Without prior written consent of the non-assigning party, neither party may assign this Agreement. If any action at law or in equity is necessary to enforce the terms of this Agreement, the prevailing party in a final judgment, as determined by the court, in addition to any other rights or remedies available to it, will be entitled to recover attorneys' fees, expert witness fees, and other expenses related to such action.

APPENDIX C – ENGINEER’S STANDARD HOURLY RATES

A. Standard Hourly Rates:

1. Standard Hourly Rates are set forth in this Appendix C and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates apply only as specified in Paragraphs 2.01 and 2.03 and are subject to annual review and adjustment.

B. Schedule of Hourly Rates:

Billing Class	Rate
Project Administrator	\$ 125/hour
Design Engineer	\$ 135/hour
Project Engineer	\$ 170/hour
Project Manager	\$ 210/hour
Senior Engineer	\$ 220/hour
Principal-In-Charge	\$ 250/hour

SHORT FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of **JULY 1, 2025** (“Effective Date”) between **LEE COUNTY** (“Owner”) and **AULICK ENGINEERING, LLC.** (“Engineer”).

Owner’s Project, of which Engineer’s services under this Agreement are a part, is generally identified as follows: **LEE COUNTY GENERAL ON-CALL** (“Project”).

Engineer’s services under this Agreement are generally identified as follows: **SEE APPENDIX A** (“Services”).

Owner and Engineer further agree as follows:

1.01 *Basic Agreement and Period of Service*

- A. Engineer shall provide or furnish the Services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above (“Additional Services”).
- B. Engineer shall complete its Services within the following specific time period: **JULY 1, 2025 through JUNE 30, 2026**
- C. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer’s Services is impaired, or Engineer’s Services are delayed or suspended, then the time for completion of Engineer’s Services, and the rates and amounts of Engineer’s compensation, shall be adjusted equitably.

2.01 *Basis of Payment—Lump Sum*

- A. Owner shall pay Engineer for Services as follows:
 - 1. A Lump Sum amount of **\$18,500.00**.
 - 2. In addition to the Lump Sum amount, reimbursement for the following expenses: **None**.
- B. The portion of the compensation amount billed monthly for Engineer's Services will be **billed in 12 equal monthly installments**.

2.02 *Additional Services:* For Additional Services, Owner shall pay Engineer an amount equal to the cumulative hours charged in providing the Additional Services by each class of Engineer’s employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services and Engineer’s consultants’ charges, if any. Engineer’s standard hourly rates are attached as **Appendix C**.

Attachments: **Appendix A – Scope of Work, Appendix B – Standard Terms of Service, Appendix C – Engineer’s Standard Hourly Rates**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner: LEE COUNTY

Engineer: AULICK ENGINEERING

Print name: Luke Singletary
Title: Chairman
Date: _____

Print name: Steve Thomas
Title: Chief Operations Officer
Date: _____

Address for Owner's receipt of notices:
Lee County Board of Commissioners
102 Starksville Avenue North
Leesburg, Georgia 31763
(229) 759-6000

Address for Engineer's receipt of notices:
Aulick Engineering, LLC.
2000 Airport Road Suite 121
Chamblee, Georgia 30341

APPENDIX A – SCOPE OF WORK

GENERAL ENGINEERING

1. On call general engineering services to include, but not limited to:
 - a. Consultation on drainage/flooding issues within the County
 - b. Assist with floodplain administration
 - c. Provide assistance with other utility issues within the County
 - d. Attend Board of Commissioners meetings as directed

SITE PLAN REVIEW

1. Review site development plans for drainage compliance with the Lee County Code of Ordinances
2. Provide guidance to County staff on drainage issues related to site development
3. Perform final inspections for development work prior to issuance of a certificate of occupancy

EXCLUSIONS

1. If an engineering issue is identified that cannot be reasonably accomplished under one of the above scope items, a scope and fee to investigate/design/study the issue will be provided to the County
2. Specific study areas or projects not covered in the above scope items would qualify as a standalone contract and would not be considered part of this Engineering Services agreement
3. Any areas identified by the engineer as outside his field of study would not be considered part of this Engineering Services agreement
4. Expert witness testimony would not be considered part of this Engineering Services agreement
5. Performance bond inspections after final inspection – these can be performed on an hourly basis and are outside the scope and fee for this contract.

APPENDIX B – STANDARD TERMS AND CONDITIONS

1. Scope, Term, and Termination.

1.1 Aulick Engineering, LLC will provide services to Client only as specifically described in the letter agreement (the “Letter Agreement”) subject to these Standard Terms and Conditions (this “Terms and Conditions”, together with the Letter Agreement and incorporated by reference therein, this “Agreement”). The description of work to be performed by Aulick Engineering (“Services”) will be set forth in a Letter Agreement. These Terms and Conditions will commence on the effective date of the Letter Agreement and will continue in effect until the earlier of the completion of all Services, or termination of the Letter Agreement. Except as set forth in the Letter Agreement, Aulick Engineering will provide its own tools, materials, equipment and other business items necessary to perform the Services.

1.2. When included in Aulick Engineering’s scope of services, opinions or estimates of probable construction cost are prepared on the basis of Aulick Engineering’s experience and qualifications and represent Aulick Engineering’s judgment as a professional generally familiar with the industry. However, since Aulick Engineering has no control over the cost of labor, materials, equipment or services furnished by others, contractor’s methods of determining prices, competitive bidding, or market conditions, Aulick Engineering does not guarantee that proposals, bids, or actual construction cost will not vary from Aulick Engineering’s opinions or estimates of probable construction costs.

1.3. Termination. Client or Aulick Engineering may terminate this Agreement for any reason by giving the non-terminating party seven days written notice prior to the proposed termination; provided, however, if payment is not made by Client within three (3) days of written notice by Aulick Engineering to Client of nonpayment, Aulick Engineering may terminate this Agreement immediately for failure by Client to make payments in accordance with this Agreement. In the event of termination by either party for any reason, Client will pay Aulick Engineering for all Services performed up to the date of termination. Sections 3, 4, 5, 6, 7 and 11 will survive the expiration or termination of this Agreement.

2. Terms of Payment. Except as specifically set forth in the Letter Agreement, the following terms of payment will apply: Aulick Engineering will submit to Client an itemized invoice for all of the applicable amount(s) due hereunder, including without limitation any expenses incurred by Aulick Engineering. Payment will be due 30 days from date of invoice and will be payable only in U.S. dollars. All past due amounts will accrue interest at the rate of 1.5% per month or the maximum rate allowed by law, whichever is greater. Aulick Engineering may, after 3 days’ written notice to Client, suspend Services under this Agreement, without liability; until all past due amounts have been paid in full, excluding non-payment for amounts disputed in good faith. Amounts invoiced exclude, and Client will pay, all sales, use, transfer, value-added tax or other taxes, whether federal, state, provincial, local, or otherwise which are levied or imposed by reason of the Services performed, except those based solely on Aulick Engineering’s net income. All payments shall be made via EFT or sent to Aulick Engineering, LLC, 1900 Century Place, Chamblee, GA 30345.

3. Ownership. Each party will retain title to all of its respective Confidential Information as defined in Section 4 below, whether developed before, during, or after the Services. Aulick Engineering acknowledges that any deliverables generated by Aulick Engineering as a result of the Services will be the property of Client.

4. Confidentiality. “Confidential Information” as used in this Agreement will mean any and all confidential and proprietary technical and non-technical information including patent, copyright, trade secret, and proprietary information, techniques, models, inventions, know-how, processes, apparatus, equipment, algorithms, software programs, and formulae related to the current, future and proposed products and services of each of the parties and/or its customers and/or vendors, including, without limitation, information concerning product or process research and development, design details and specifications, engineering, financial data, manufacturing, customer lists, business forecasts, sales and merchandising, and marketing plans. Each party acknowledges that in the performance of any Services it may be supplied with Confidential Information of the other party. Each party will treat, protect, and safeguard as proprietary and confidential this Agreement and all Confidential Information disclosed to the other under this Agreement using at least as great a degree of care as used to maintain the confidentiality of its own most Confidential Information, but in no event less than a reasonable degree of care. Except with specific prior written authorization, each party will not use, either directly or indirectly, any of the other party’s Confidential Information other than for the purpose for which it has been disclosed in

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connection with the performance of the Services. Each of the parties agrees that it will disclose the other party's Confidential Information only to its employees who need to know such information, provided that such employees are bound by terms and conditions protecting such Confidential Information substantially similar to those of this Agreement. Each party acknowledges that the disclosure of any Confidential Information, except as expressly permitted by this Agreement, will cause irreparable injury for which the injured party may not have an adequate remedy at law. Accordingly, either party may obtain injunctive relief against the breach or threatened breach of any of the foregoing undertakings in addition to any other legal remedies that may be available, and each party hereby consents to the obtaining of such injunctive relief. The above restrictions will not apply to any Confidential Information which (a) is rightfully known or is in the rightful possession of the receiving party as of the date of its disclosure by the disclosing party; (b) is in the public domain or generally distributed or made available to others by the disclosing party following the date of its disclosure by the disclosing party without restriction as to use or disclosure; (c) lawfully becomes known or available to the receiving party from third parties who are not under a similar agreement directly or indirectly with the disclosing party regarding disclosure; (d) independently developed by the receiving party as evidenced by its written records, or (e) is required to be disclosed to enforce the terms of this Agreement or by applicable law, provided the receiving party will notify the disclosing party as soon as reasonably possible prior to such disclosure to afford the disclosing party an opportunity to object or to seek a protective order.

5. Indemnification. In the event there is a third-party claim against the Client or liability to a third party, Aulick Engineering agrees, to the fullest extent permitted by law, to indemnify and hold harmless Client, its officers, directors and employees against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by Aulick Engineering's negligent performance of professional services under this Agreement. Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Aulick Engineering, its officers, directors, employees, agents and subconsultants against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Client's negligent acts in connection with the Services and the acts of its contractors, subcontractors or consultants or anyone for whom the Client is legally liable. Neither the Client nor Aulick Engineering shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence or for the negligence of others. Notwithstanding the foregoing agreement to indemnify and hold harmless, the parties expressly agree that each party has no duty to defend the other from and against any claims, causes of action, or proceedings of any kind.

6. Representation.

6.1. During the term of the applicable Services, Aulick Engineering represents that any service rendered by Aulick Engineering will be performed with the care and skill ordinarily used by other members of Aulick Engineering's profession practicing under similar conditions.

6.2. AULICK ENGINEERING DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL EXPRESS AND/OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. AULICK ENGINEERING DOES NOT WARRANT THAT THE SERVICES WILL BE ERROR-FREE.

7. Limitation of Liability.

7.1. NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS AGREEMENT, AULICK ENGINEERING WILL NOT BE LIABLE TO CLIENT FOR ANY CONSEQUENTIAL, INDIRECT OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, REVENUES OR DATA WITH RESPECT TO ANY CLAIMS REGARDING THE SERVICES TO BE PROVIDED HEREUNDER EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER UNDER THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE.

7.2. IN RECOGNITION OF THE RELATIVE RISKS AND BENEFITS OF THE SERVICES TO BOTH CLIENT AND AULICK ENGINEERING, THE RISKS HAVE BEEN ALLOCATED SUCH THAT THE CLIENT AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO LIMIT THE LIABILITY OF THE AULICK ENGINEERING AND ITS OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, OWNERS AND SUBCONSULTANTS 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 AULICK ENGINEERING SHALL NOT EXCEED ONE HUNDRED THOUSAND DOLLARS (\$100,000), OR THE TOTAL FEE FOR SERVICES RENDERED PURSUANT TO THE LETTER AGREEMENT, WHICHEVER IS GREATER.

APPENDIX B – STANDARD TERMS AND CONDITIONS

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.

7.3. Notwithstanding any provision to the contrary in this Agreement, if the Letter Agreement provides for the delivery of any Construction Phase Services by Aulick Engineering, Client acknowledges and agrees that the general contractor hired by Client is solely responsible for the construction of the project and Aulick Engineering will not be liable for the construction means, methods, techniques, sequences or procedures employed by such general contractor or for any and all acts or omissions of any such general contractor, subcontractor, supplier, or otherwise with respect to any Construction Phase Services provided by Aulick Engineering hereunder.

7.4. Notwithstanding any provision to the contrary in this Agreement, Aulick Engineering's scope of Services does not nor will not include any services related to the environmental PCBs, petroleum, hazardous waste or radioactive materials or compliance with any environmental health or safety laws. Client acknowledges and agrees that Client is solely responsible and liable for assessing any environmental health or safety issues with respect to any and all Client projects and that Aulick Engineering is in no event liable for any environmental review or claims.

8. Subcontracting. Aulick Engineering may subcontract its obligations under this Agreement to a third party reasonably acceptable to Client, so long as Aulick Engineering remains responsible for the subcontractor's work under the terms of this Agreement, and the third party subcontractor agrees to be bound by terms substantially similar to those in this Agreement.

9. Independent Contractor. Both parties agree that Aulick Engineering is an independent contractor in relation to Client, and will not be considered an agent or servant of Client. It is agreed that Aulick Engineering will have the right to control the details of its Services. Client and Aulick Engineering agree that in no respect will any employee of Aulick Engineering be an employee of Client.

10. Force Majeure. Except for payment obligations hereunder, neither party will be liable for failure to perform any of its obligations hereunder where such performance is prevented or interfered with by riots, wars or hostilities between any nations, acts of God, acts of terrorism, fires, storms, floods, earthquakes, strikes, labor disputes, shortages or delays of carriers, shortages or curtailments of raw materials, labor, power or other utility services, and other cause beyond the reasonable control of the parties hereto; provided, in the event a force majeure event delays a party's performance by more than thirty (30) days, the other party will have the right to terminate this Agreement by providing written notice thereof to the delayed party. This provision will not be construed as relieving either party from its obligation to pay any sums due the other party.

11. Alternative Dispute Resolution. Any dispute, claim or controversy between the parties hereto arising out of or related to the terms or subject matter of this Agreement shall be resolved in accordance with the terms of this paragraph. Any claim by one party must be submitted by that party (the "Complaining Party") to the other party (the "Non-Complaining Party") in writing describing generally the nature of the claim (the "Claim"). The Non-Complaining Party shall respond to the Claim in writing addressed to the Complaining Party within thirty (30) days of receipt of the Claim. If the parties cannot resolve the claim themselves within forty-five (45) days following initial receipt of the Claim (the "Informal Resolution Deadline"), then the Claim shall be submitted to mediation, with the costs of such mediation to be borne equally by each party. The parties shall have twenty (20) days from the Informal Resolution Deadline to mutually select a mediator. If the parties are unable to agree on a mediator within this period, the Claim will be submitted to Henning Mediation and Arbitration Service in Atlanta, Georgia ("Henning"), which will select a mediator for the parties in accordance with its policies and procedures. The mediation must be completed within sixty (60) days of the submission of the Claim to Henning. If the parties are unsuccessful in resolving the Claim through mediation, the mediator shall provide written notice to the parties reflecting the same, and the parties may then proceed to seek an alternative form of resolution of the Claim, in accordance with the remaining terms of this Agreement and all other rights and remedies afforded to them by law.

12. Miscellaneous. This Agreement, including the Letter Agreement, is the exclusive statement of the agreement between the parties with respect to the matters set forth herein, and supersedes all prior agreements, negotiations, representations and proposals, written and oral, with respect to the subject matter hereof. Variance from, or additions to, the terms and conditions of this Agreement in any purchase order or other written

APPENDIX B – STANDARD TERMS AND CONDITIONS

notification from Client will be of no effect. This Agreement will be governed by and construed in accordance with the laws of the State of Georgia, excluding its conflicts of laws rules. This Agreement will be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Without prior written consent of the non-assigning party, neither party may assign this Agreement. If any action at law or in equity is necessary to enforce the terms of this Agreement, the prevailing party in a final judgment, as determined by the court, in addition to any other rights or remedies available to it, will be entitled to recover attorneys' fees, expert witness fees, and other expenses related to such action.

APPENDIX C – ENGINEER’S STANDARD HOURLY RATES

A. Standard Hourly Rates:

1. Standard Hourly Rates are set forth in this Appendix C and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates apply only as specified in Paragraphs 2.01 and 2.03 and are subject to annual review and adjustment.

B. Schedule of Hourly Rates:

Billing Class	Rate
Project Administrator	\$ 125/hour
Design Engineer	\$ 135/hour
Project Engineer	\$ 170/hour
Project Manager	\$ 210/hour
Senior Engineer	\$ 220/hour
Principal-In-Charge	\$ 250/hour

Joey Davenport, Co-Assistant County Manager
Lee County Board of Commissioners
102 Starksville Avenue North
Leesburg, GA 31763



May 19, 2025

**RE: DESIGN, BID, & CONSTRUCTION ADMINISTRATION FOR THE 2025 LRA
RESURFACING PROJECT
LEE COUNTY, GEORGIA**

Joey,

Thank you for allowing me the opportunity to submit this proposal for professional services. I look forward to working with you again on the construction of your 2025 LRA Resurfacing Project.

The work included in this proposal is to provide the County with an all-inclusive quote for start to finish engineering phases to resurface approximately 5.56 miles of the following 6 roads in Lee County: New York Road from State Route 195 to Mossey Dell Road, Hickory Grove Road from Winifred Road to U.S. 82, Leland Ferrell Drive from Lovers Lane to Northampton Road, White Horse Drive from Cul-de-sac to dead end, Brandt Court from Leland Ferrell to the cul-de-sac and English Drive from the cul-de-sac to the dead end.

Services included would be providing initial inspection of the roads to be resurfaced, delineate, mark and quantify areas that require base repair, put together an RFP with detailed quantities for each road, and construction administration.

Below is the scope of work for the LRA Resurfacing Project which list all included services.

DELINIATION PHASE

- Mark Required Pavement Patching
- Provide Detailed Cost Estimates
- Provide Quantity Take Off's.

BIDDING AND AWARD PHASE

- Produce an RFP in the County's Format
- Proposal will Include all Anticipated Tonnages and Misc. Quantities for each Road Separately
- Answer Questions from Contractors During the Bid
- Issue Any Required Addendums
- Bid Opening
- Bid Evaluations and Check References
- Make an Award Recommendation
- Assist the County with Award of Construction Contract

CONSTRUCTION PHASE

- Coordination with Contractor
- Relay Construction Information to the County
- Administration of Construction Paperwork including Change Orders and Pay Request
- Construction Site Observation as Required
- Substantial Completion Walkthrough
- Final Inspection

PROFFESIONAL FEES

My fee for the performance of these services will be billed in three phases for the following:

2025 LRA RESURFACING PROJECT			TYPE
Delineation Phase	=	\$15,000	LS
Bidding & Award Phase	=	\$3,500	LS
Construction Phase	=	\$22,500	LS
TOTAL ENGINEERING COST	=	\$41,000	LS

You will be billed monthly for the % of work that has been completed.

Again, thank you for considering Reliable Engineering on this project.

If you have any questions, please do not hesitate to call.

Sincerely,

RELIABLE ENGINEERING

Brent Davis, P.E., President

Date: 5-19-2025

Joey Davenport, Co-Assistant County Manager
Lee County Board of Commissioners
102 Starksville Avenue North
Leesburg, GA 31763



May 20, 2025

**RE: DESIGN, BID, & CONSTRUCTION ADMINISTRATION FOR THE
RESURFACING OF LEDO ROAD
LEE COUNTY, GEORGIA**

Joey,

Thank you for allowing me the opportunity to submit this proposal for professional services. I look forward to working with you again on resurfacing Ledo Road.

The work included in this proposal is to provide the County with an all-inclusive quote for start to finish engineering phases to resurface approximately 3.51 miles of Ledo Road from U.S. 82 to U.S. 19.

Services included would be providing initial inspection of Ledo Road, delineate, mark and quantify areas that require base repair, put together an RFP with detailed quantities, separate City of Albany quantities from Lee County quantities, coordination with City of Albany on calculated quantities and resurfacing methods, and construction administration.

Below is the scope of work for the project which list all included services.

DELINIATION PHASE

- Mark Required Pavement Patching
- Provide Detailed Cost Estimates
- Provide Quantity Take Off's
- Separate City of Albany quantities for reimbursement records

BIDDING AND AWARD PHASE

- Produce an RFP in the County's Format
- RFP will Include all Anticipated Tonnages and Misc. Quantities
- Answer Questions from Contractors During the Bid
- Issue Any Required Addendums
- Bid Opening
- Bid Evaluations and Check References
- Make an Award Recommendation
- Assist the County with Award of Construction Contract

CONSTRUCTION PHASE

- Coordination with Contractor
- Relay Construction Information to the County and City of Albany
- Administration of Construction Paperwork including Change Orders and Pay Request
- Help with Reimbursement from City of Albany
- Construction Site Observation as Required
- Substantial Completion Walkthrough
- Final Inspection

PROFFESIONAL FEES

My fee for the performance of these services will be billed in three phases for the following:

LEDO ROAD RESURFACING PROJECT			TYPE
Delineation Phase	=	\$10,500	LS
Bidding & Award Phase	=	\$3,500	LS
Construction Phase	=	\$20,500	LS
TOTAL ENGINEERING COST	=	\$34,500	LS

You will be billed monthly for the % of work that has been completed.

Again, thank you for considering Reliable Engineering on this project.

If you have any questions, please do not hesitate to call.

Sincerely,

RELIABLE ENGINEERING

Brent Davis, P.E., President

Date: 5-20-2025



LEE COUNTY

Board of Commissioners

One of Georgia's original counties ~ Established in 1825

MEMORANDUM

TO: Honorable Board of County Commissioners

FROM: Heather Jones, Finance Director

SUBJECT: Estimated Rollback Rate

DATE: May 27, 2025

Motion/Recommendation:

Motion to approve an estimated rollback rate of .026 to be displayed on the annual assessment notice. Staff recommends approval.

Background:

As you may be aware, the Georgia Legislature passed House Bill 92 as a cleanup to House Bill 581. One of the items this House Bill addressed was the new requirement for the annual assessment notice. There are two options allowed under House Bill 92; Option 1 allows for an estimated rollback rate to be displayed on the notice. Option 2 allows for the estimated taxes to be placed on the notice as they were in previous years.

At the May 13, 2025 Board of Commissioners meeting, the Board voted for Option 1, to place the estimated rollback rate on the annual assessment notice. After reviewing the 2025 preliminary digest, staff recommends approving an estimated rollback rate of .026.

Attachments:

2024 PT32.1

ACCG Estimated Roll-Back Rate Guidance and Best Practices

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

Chairman
Luke Singletary
District 2

Vice-Chairman
Chris Guarnieri
District 4

Commissioner
Dennis Roland
District 1

Commissioner
Billy Mathis
District 3

Commissioner
George Walls
District 5

County Manager

County Attorney
Jimmy Skipper

102 Starkville Avenue North
Leesburg, Georgia 31763

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

www.lee.ga.us

PT-32.1 - Computation of MILLAGE RATE ROLLBACK AND PERCENTAGE INCREASE IN PROPERTY TAXES - 2024

COUNTY: Lee TAXING JURISDICTION: M&O

ENTER VALUES AND MILLAGE RATES FOR THE APPLICABLE TAX YEARS IN YELLOW HIGHLIGHTED BOXES BELOW

DESCRIPTION	2023 DIGEST	REASSESSMENT OF EXISTING REAL PROP	OTHER CHANGES TO TAXABLE DIGEST	2024 DIGEST
REAL	1,274,335,833	2,560,390	51,113,516	1,328,009,739
PERSONAL			0	
MOTOR VEHICLES	14,921,480		(240,570)	14,680,910
MOBILE HOMES	5,915,184		(43,429)	5,871,755
TIMBER -100%	5,828,525		(1,984,763)	3,843,762
HEAVY DUTY EQUIP	56,080		130,972	187,052
GROSS DIGEST	1,301,057,102	2,560,390	48,975,726	1,352,593,218
EXEMPTIONS	139,426,747		11,830,450	151,257,197
NET DIGEST	1,161,630,355	2,560,390	37,145,276	1,201,336,021
	(PYD)	(RVA)	(NAG)	(CYD)
2023 MILLAGE RATE:	12.406		2024 MILLAGE RATE:	12.380

CALCULATION OF ROLLBACK RATE

DESCRIPTION	ABBREVIATION	AMOUNT	FORMULA
2023 Net Digest	PYD	1,161,630,355	
Net Value Added-Reassessment of Existing Real Property	RVA	2,560,390	
Other Net Changes to Taxable Digest	NAG	37,145,276	
2024 Net Digest	CYD	1,201,336,021	(PYD+RVA+NAG)
2023 Millage Rate	PYM	12.406	PYM
Millage Equivalent of Reassessed Value Added	ME	0.026	(RVA/CYD) * PYM
Rollback Millage Rate for 2024	RR - ROLLBACK RATE	12.380	PYM - ME

CALCULATION OF PERCENTAGE INCREASE IN PROPERTY TAXES

If the 2024 Proposed Millage Rate for this Taxing Jurisdiction exceeds Rollback Millage Rate computed above, this section will automatically calculate the amount of increase in property taxes that is part of the notice required in O.C.G.A. § 48-5-32.1(c) (2)	Rollback Millage Rate	12.380
	2024 Millage Rate	12.380
	Percentage Tax Increase	0.00%

CERTIFICATIONS

I hereby certify that the amount indicated above is an accurate accounting of the total net assessed value added by the reassessment of existing real property for the tax year for which this rollback millage rate is being computed.

Chairman, Board of Tax Assessors Date

I hereby certify that the values shown above are an accurate representation of the digest values and exemption amounts for the applicable tax years.

Tax Collector or Tax Commissioner Date

I hereby certify that the above is a true and correct computation of the rollback millage rate in accordance with O.C.G.A. § 48-5-32.1 for the taxing jurisdiction for tax year 2024 and that the final millage rate set by the authority of this taxing jurisdiction for tax year 2024 is _____

CHECK THE APPROPRIATE PARAGRAPH BELOW THAT APPLIES TO THIS TAXING JURISDICTION

If the final millage rate set by the authority of the taxing jurisdiction for tax year 2024 exceeds the rollback rate, I certify that the required advertisements, notices, and public hearings have been conducted in accordance with O.C.G.A. §§ 48-5-32 and 48-5-32.1 as evidenced by the attached copies of the published "five year history and current digest" advertisement and the "Notice of Intent to Increase Taxes" showing the times and places when and where the required public hearings were held, and a copy of the press release provided to the local media.

If the final millage rate set by the authority of the taxing jurisdiction for tax year 2024 does not exceed the rollback rate, I certify that the required "five year history and current digest" advertisement has been published in accordance with O.C.G.A. § 48-5-32 as evidenced by the attached copy of such advertised report.

Responsible Party Title Date

ASSOCIATION COUNTY COMMISSIONERS OF GEORGIA & GEORGIA MUNICIPAL ASSOCIATION

Estimated Roll-Back Rate Guidance and Best Practices

The estimated roll-back rate is a new concept that became law in 2025. It was created by [HB 581 \(2024\)](#) and revised by [HB 92 \(2025\)](#). Under prior law, a property owner's annual notice of assessment (NOA) automatically included the previous year's millage rate for each authority and an estimated tax liability based on that rate. HB 581 created the estimated roll-back rate, designed to provide local governments with more flexibility in accurately previewing that year's millage rate to the property owner on their NOA. HB 92 added deadline by which the estimated roll-back rate must be provided and added a fallback provision if a jurisdiction fails to certify and provide an estimated roll-back rate.

Guidance in Providing the Estimated Roll-Back Rate

Under HB 581 and HB 92, local governments are provided two options concerning the information that appears on property owner's NOA:

Option 1: A local government may certify an estimated roll-back rate to be included on the NOA. The estimated rollback rate is defined as "the current year's estimated millage rate for general maintenance and operations minus the millage equivalent of the total net assessed value added by reassessments." The levying or recommending authority must certify this rate by a formal vote and provide the rate to the county board of assessors and tax commissioner no less than 15 days prior to the postmark on the annual NOA. If the estimated roll-back rate is certified by the deadline, then the NOA for that taxing jurisdiction will show the current year's value, value of exemptions, net taxable value after exemptions have been applied, and the estimated roll-back rate. The NOA will **not** include the estimate of taxes owed.

Option 2: If a local government fails to certify and provide an estimated roll-back rate by the deadline, then the NOA for that specific jurisdiction will state the previous year's millage rate and provide an estimate of taxes owed based upon the property's current assessed value and the prior year's millage, which is similar to how NOA's were prepared prior to HB 581.

Practical Considerations and Best Practices for the Estimated Roll-Back Rate

Procedure and Timeline to Certify the Estimated Roll-Back Rate

O.C.G.A. § 48-5-306.2 provides "Each levying or recommending authority shall annually calculate its estimated roll-back rate for the current year and shall certify such rate to the county board of tax assessors and the county tax commissioner no less than 15 days prior to the postmark of the annual notice of assessment."

ASSOCIATION COUNTY COMMISSIONERS OF GEORGIA & GEORGIA MUNICIPAL ASSOCIATION

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Although 'certify' in this instance is not a defined term in statute, 'levying authority' refers to the county board of commissioners (BOC) and the city council; 'recommending authority' refers to the school board. It is recommended that staff members of these bodies do not make an independent decision for their local government, and neither does the chairman. The decision to certify the estimated roll-back rate must be made via a vote of the entire board or city council; the only exception is in the case of a sole commissioner.

For jurisdictions that have submitted an estimated roll-back rate via the chairman or a staff member (such as the CFO), it is strongly encouraged to ratify that decision via a formal vote in a public meeting. It may be necessary to advertise and hold a special-called meeting of your elected body to certify the estimated roll-back rate to meet the deadline. If your jurisdiction has not yet submitted an estimated roll-back rate and wishes to do so, you are encouraged to communicate with your chief appraiser and BOA and hold a vote in a public meeting before the deadline 15 days prior to the postmark of the NOA.

Calculating the Estimated Roll-Back Rate

For guidance on setting an estimated roll-back rate, it is recommended to contact the county chief appraiser to obtain the most current preliminary data on how the digest may change in your community. Once the values have been updated and the NOA document mailed, the values may only be lowered upon appeal, never raised.

Accordingly, you may wish to be conservative when calculating your estimated roll-back rate and take into consideration current budget discussions and early estimates of reassessment growth which can change before you set your actual millage rate later in the year. Please keep in mind that if you do decide to certify an estimated roll-back rate and you later set a millage rate higher than the estimated roll-back rate published on the NOA, there will be a disclaimer added to the tax bill stating "the name of the governing authority that exceeded the estimated roll-back rate and that this will result in an increase of taxes owed." Please keep in mind that the estimated roll-back rate applies only to the general fund M&O (maintenance and operations) rate and not any special service district millage levies or other levies.

Estimated Roll-Back Compared to Taxpayer Bill of Rights Rollback

Note that the estimated roll-back rate is a new concept that became law in 2025 and is completely separate and distinct from the actual roll-back rate calculation you are already used to on the PT 32.1 form when submitting your tax digest; if you exceed your actual roll-back rate, you will still have to advertise this as a tax increase and hold the three advertised public meetings. This means that depending on your estimated roll-back rate, actual roll-back rate, and final adopted millage rate, it is possible to have no advertised tax increase and no disclaimer on the tax bill, have either of them, or have both in any given year.