



# LEE COUNTY BOARD OF COMMISSIONERS

T. PAGE THARP GOVERNMENTAL BUILDING

102 STARKSVILLE AVENUE NORTH, LEESBURG, GEORGIA 31763

Tuesday, June 24, 2025 AT 6:00 PM

T. PAGE THARP BUILDING

OPAL CANNON AUDITORIUM

[WWW.LEE.GA.US](http://WWW.LEE.GA.US)

MEETING AGENDA

Voting Session

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## COUNTY COMMISSIONERS

Luke Singletary, Chairman, District 2

Chris Guarnieri, Vice-Chairman, District 4

Dennis Roland, Commissioner, District 1

Billy Mathis, Commissioner, District 3

George Walls, Commissioner, District 5

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## COUNTY STAFF

Scott Addison, County Manager

Kaitlyn Good, County Clerk

Jimmy Skipper, County Attorney

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### 1. CALL TO ORDER

### 2. INVOCATION

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

### 3. PLEDGE OF ALLEGIANCE

### 4. APPROVAL OF MINUTES

A) Consideration to approve the minutes from the June 10, 2025 Board of Commissioners meeting.

### 5. CONSENT AGENDA

### 6. NEW BUSINESS

A) Recognition of employees' years of service.

### 7. PUBLIC HEARING

### 8. DEPARTMENTAL MATTERS

- A) **Building Inspection** - Consideration to approve an alcohol license for Mr. Qaiser Ahsan for retail sales for off-premises consumption of malt beverages and wine. Mr. Ahsan is the new owner of the Kaiser dba Kum and Go Inc., previously known as Peachtree Mini Mart, located at 1250 Hwy 82 West.
- B) **Planning, Zoning & Engineering** - Consideration to adopt a resolution approving the proposed amendment to the Multi-Family Housing section of the Comprehensive Plan. ***Public Hearing held June 10, 2025***
- C) **Planning, Zoning & Engineering** - Consideration to approve 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. Public Hearing and First Reading held June 10, 2025***
- D) **Public Works** - Consideration to purchase equipment using funds from GovDeals.

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

- A) Consideration to appoint one (1) member to the **Division of Family & Children Services Board** for a term of five (5) years. Current term expires 06/30/2025. New term expires 06/30/2030. Letter of interest in appointment received from Dana Hager (reappointment).
- B) Consideration to appoint two (2) members to the **Library Board of Trustees** for a term of three (3) years. Current terms expire 06/30/2025. New terms expire 06/30/2028. Letters of interest in appointment received from Lisa Cannon, Lisa Davis, and Donna Ford (reappointment).
- C) Consideration to appoint three (3) members to the **Utilities Authority** for a term of one (1) year. Current term expires 06/30/2025. New term expires 06/30/2026. Letters of interest in appointment received from Leo Crimbley, Victor Stubbs (reappointment), and Larry Walters (reappointment).

10. **COUNTY MANAGER'S MATTERS**

- A) Consideration to adopt the FY2025-2026 Budget.
- B) Consideration to approve a one (1) year NPDES Permit Contract with Aulick Engineering.
- C) Consideration to approve a one (1) year On-Call Contract with Aulick Engineering.
- D) Consideration to approve an agreement with Reliable Engineering for the 2025 LRA projects.
- E) Consideration to approve an agreement with Reliable Engineering for the Ledo Road project.

11. **COMMISSIONER'S MATTERS**

12. **UNFINISHED BUSINESS**

13. **COUNTY ATTORNEY'S MATTERS**

14. **EXECUTIVE SESSION**

15. **PUBLIC FORUM**

16. **ANNOUNCEMENTS**

- A) The offices of the Lee County Board of Commissioners will be **closed Friday, July 4, 2025** in observance of the Independence Day Holiday. County offices will reopen for regular business hours on Monday, July 7, 2025. Residential garbage collection will be delayed one day.
- B) The next Board of Commissioners meeting will be held **July 8, 2025 at 6:00pm**.

17. **ADJOURNMENT**

AGENDA MAY CHANGE WITHOUT NOTICE

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

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

This person can be contacted at the T. Page Tharp Building in Leesburg, Georgia between the hours of 9 am and 4 pm, Monday through Friday, except holidays, and will assist citizens with special needs given proper notice of seven working days. The meeting rooms and buildings are handicap accessible.



## LEE COUNTY BOARD OF COMMISSIONERS

T. PAGE THARP GOVERNMENTAL BUILDING

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Tuesday, June 10, 2025 AT 6:00 PM

T. PAGE THARP BUILDING

OPAL CANNON AUDITORIUM

[WWW.LEE.GA.US](http://WWW.LEE.GA.US)

MEETING MINUTES

Work Session

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### COUNTY COMMISSIONERS

Luke Singletary, Chairman, District 2

Chris Guarnieri, Vice-Chairman, District 4

Dennis Roland, Commissioner, District 1

Billy Mathis, Commissioner, District 3

George Walls, Commissioner, District 5

### COUNTY STAFF

Joey Davenport, Co-Assistant County Manager

Heather Jones, Co-Assistant County Manager

Kaitlyn Good, County Clerk

Jimmy Skipper, County Attorney

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The Lee County Board of Commissioners met in a voting session on Tuesday, June 10, 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, Vice-Chairman Chris Guarnieri, 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. County Attorney Jimmy Skipper was 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

Commissioner Dennis Roland led the invocation.

#### 3. PLEDGE OF ALLEGIANCE

Chairman Singletary thanked those who attended the Bicentennial Event as well as the volunteers and employees of the Chamber of Commerce, who organized the event.

#### 4. APPROVAL OF MINUTES

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

Commissioner Guarnieri made the **MOTION** to approve the minutes from the May 23, 2025 Budget Workshop. Commissioner Roland seconded the **MOTION**. The **MOTION** was unanimous with Commissioner Mathis and Commissioner Walls voting yea.

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

Commissioner Roland made the **MOTION** to approve the minutes from the May 27, 2025 Board of Commissioners meeting. Commissioner Walls seconded the **MOTION**. The **MOTION** was unanimous with Commissioner Guarnieri and Commissioner Mathis voting yea.

#### 5. CONSENT AGENDA

#### 6. NEW BUSINESS

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

Patsy James, Executive Director of Lee County Family Connection provided the year-end report. Backpack Blessings, our weekend nutritional support program, (this year was the program's 15th year!) showed 3,363 packed bags distributed to children Kindergarten through 5th Grade. This program utilized 92 volunteers for a total of 482 volunteer hours. Additionally, 40 families were served with shelf-stable food items, produce, and a turkey for Thanksgiving, with 65 families being served the same on Christmas. The Christmas Store helped 65 families and supplied gifts for 214 Lee County children. There were 109 volunteers, with 432 volunteer hours.

Early literacy intervention up to age 8 is a very important set of programs within Family Connection. This year, Literate Lee hosted 56 book clubs and six (6) special events, during which 2,255 books were distributed, and 66 volunteers assisted with a total of 198 volunteer hours. There were seven (7) Family Literacy nights, during which 42 families that consisted of 63 adults and 126 children participated in reading a book, an activity, and dinner.

The third cohort of our Junior Leadership Lee Academy (8th Grade) just graduated in May. After completing the academy, which includes five (5) sessions during the second half of the 8th grade year, the students are asked if they would like to continue on as ambassadors until they graduate. There are currently three (3) cohorts of ambassadors: Rising 11th graders, rising 10th graders, and rising 9th graders (recent graduates of the academy), for a total of approximately 77 students. The ambassadors meet quarterly. We will also open up the application process this Fall for our 8th Graders to join the 4th cohort of the academy.

As a non-profit, Family Connection receives just \$56,000.00 in funding from the state, along with support from the cities and the County, so it relies heavily on volunteers, fundraisers, sponsorships, donations, and the occasional grant. The total volunteer hour value was \$46,283.18. The total funds raised for the programs was \$66,000.00. So, the total annual investment in Family Connection programs was \$112,283.18.

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

Deana Hawkins-Perry, VP of Government Affairs in Georgia, and Michael Foor, Regional President of Operations in Georgia, of Kinetic by Windstream presented on Windstream's project progress within the County. Ms. Perry thanked County staff and Sumter EMC staff for their partnership and cooperation with the project. There are approximately 3,500 locations being served, with approximately 357 miles of fiber being laid. There are also going to be redundant routes to ensure coverage in the areas.

To date, 341 miles of fiber is placed, which is approximately 96%. There are also 189 locations connected. As a commitment to the County, Kinetic continues to provide monthly updates, which are now available to the public. An ad was also made available on social media describing the project, providing updates, and providing where construction would be taking place. The next update will come out the week of June 23. There is also a published flyer that includes a phone number and website for citizens to ask for updates as well as pre-register. This contact information can be used later to contact customers to let them know the service is live and ask if they would like to subscribe. There is still a list of pre-registered citizens.

The side of the County that will turn up first will be the side near Sasser, which is where the existing network comes from. There will be a feed coming from the Southwest as well as a feed coming from the North. Addresses in the Southwest corner of the County will hopefully be active by the end of the month. In this area, the cabinet has been placed, and the transport has been tested. This will be the first cabinet turned up and Windstream will continue to work up and expand across the locations in the County. In the Northern part of the County, Windstream is waiting on railroad permits.

This current round of state funding was provided for a specific list of locations (address-specific) spread around the County based on speed. Another round of funding (BEAD) will cover more addresses. The current lighting is the most significant one in terms of number of locations served. A list of addresses and/or a more precise map including streets was requested by Commissioner Mathis. Mr. Foor also assured citizens that the pricing will be fair and equitable for everything offered. These prices will be shared with the public when available.

## 7. **PUBLIC HEARING**

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

Chairman Singletary opened the Public Hearing at 6:30pm.

Chairman Singletary stated that copies of the proposed budget are viable at all public libraries, on our website, and in the County Clerk's office.

With no comments or questions from the public, staff, or Board members, Chairman Singletary closed the Public Hearing at 6:30pm.

- 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**.

Planning Director Amanda Nava-Estill summarized the proposed amendment, stating that it is a minor amendment to the Multi-Family Housing section of the Comprehensive Plan changing wording regarding infrastructure capacity as it aligns with the current moratorium. As only a minor amendment, the Southwest Georgia Regional Commission has informed us that we only have to ensure that the City of Leesburg and City of Smithville are aware of these changes, and staff has confirmed that.

Chairman Singletary opened the Public Hearing at 6:31pm.

With no comments or questions from the public, staff, or Board members, Chairman Singletary closed the Public Hearing at 6:32pm.

- 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.*

Planning Director Amanda Nava-Estill summarized the amendment, stating it was a housekeeping matter at the request of the County Attorney.

Chairman Singletary opened the Public Hearing at 6:32pm.

With no comments or questions from the public, staff, or Board members, Chairman Singletary closed the Public Hearing at 6:33pm.

Commissioner Mathis made the **MOTION** to waive the second reading of the proposed text amendment. Commissioner Roland seconded the **MOTION**. The **MOTION** was unanimous with Commissioner Guarnieri and Commissioner Walls voting yea.

Commissioner Mathis made the **MOTION** to approve an amendment to 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”. Commissioner Roland seconded the **MOTION**. The **MOTION** was unanimous with Commissioner Guarnieri and Commissioner Walls voting yea.

- 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.**

Planning Director Amanda Nava-Estill summarized the amendment, stating that this is to clean up the R-2 ordinance by adding a PUD (planned unit development) approval process.

Chairman Singletary opened the Public Hearing at 6:33pm.

With no comments or questions from the public, staff, or Board members, Chairman Singletary closed the Public Hearing at 6:34pm.

## 8. DEPARTMENTAL MATTERS

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

The minutes were reviewed as presented.

## 9. CONSTITUTIONAL OFFICERS & GOVERNMENTAL BOARDS/AUTHORITIES

## 10. COUNTY MANAGER’S MATTERS

- A) Consideration to approve the renewal lease of one (1) year for DFCS.

Commissioner Mathis made the **MOTION** to approve the renewal of the lease of one (1) year for DFCS for \$4,153.00 monthly. Commissioner Roland seconded the **MOTION**. The **MOTION** was unanimous with Commissioner Guarnieri and Commissioner Walls voting yea.

- B) Consideration to approve the renewal lease of one (1) year for the Department of Juvenile Justice.

Commissioner Mathis made the **MOTION** to approve the renewal lease of one (1) year for the Department of Juvenile Justice for \$705.60 monthly. Commissioner Walls seconded the **MOTION**. The **MOTION** was unanimous with Commissioner Guarnieri and Commissioner Roland voting yea.

- C) Consideration to approve the renewal lease of one (1) year for the Department of Audits and Accounts.

Commissioner Mathis made the **MOTION** to approve the renewal lease of one (1) year for the Department of Audits and Accounts for \$2,845.05 monthly. Commissioner Roland seconded the **MOTION**. The **MOTION** was unanimous with Commissioner Guarnieri and Commissioner Walls voting yea.

- D) Consideration to approve a one (1) year contract for Circuit Public Defender David T. Winheim.

Commissioner Mathis made the **MOTION** to approve a one (1) year contract for Circuit Public Defender David T. Winheim. Commissioner Roland seconded the **MOTION**. The **MOTION** was unanimous with Commissioner Guarnieri and Commissioner Walls voting yea.

- 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.

Commissioner Mathis made the **MOTION** to table items E and F to allow time for the new County Manager to review. Commissioner Walls seconded the **MOTION**. The **MOTION** was unanimous with Commissioner Guarnieri and Commissioner Roland voting yea.

- G) Consideration to approve an agreement with Reliable Engineering for the 2025 LRA projects.

- H) Consideration to approve an agreement with Reliable Engineering for the Ledo Road project.

Commissioner Mathis made the **MOTION** to table items G and H to allow time for the new County Manager to review. Commissioner Walls seconded the **MOTION**. The **MOTION** was unanimous with Commissioner Guarnieri and Commissioner Roland voting yea.

#### 11. **COMMISSIONER'S MATTERS**

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

Commissioner Mathis made the **MOTION** to appoint Scott Addison as County Manager. Commissioner Roland seconded the **MOTION**. The **MOTION** was unanimous with Commissioner Guarnieri and Commissioner Walls voting yea.

#### 12. **UNFINISHED BUSINESS**

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

Chairman Singletary summarized the item, stating that it is a clean-up item from the last meeting in which the rollback change of .026, which is needed for the Chief Appraiser, was approved. The Board needs to approve the actual rate of 12.38.

Commissioner Walls made the **MOTION** to approve the estimated rollback rate of 12.38 mills. Commissioner Roland seconded the **MOTION**. The **MOTION** was unanimous with Commissioner Mathis and Commissioner Guarnieri voting yea.

#### 13. **COUNTY ATTORNEY'S MATTERS**

#### 14. **EXECUTIVE SESSION**

#### 15. **PUBLIC FORUM**

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

#### 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](http://www.georgiaroots.org) or contact Mrs. Trish Batten.

17. **ADJOURNMENT**

The meeting adjourned at 6:39PM.

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CHAIRMAN

ATTEST:

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COUNTY CLERK



## MEMORANDUM LEE COUNTY BOARD OF COMMISSIONERS

**TO:** Honorable Board of County Commissioners

**SUBJECT:** Employee Years of Service Recognition

**MEETING DATE:** Tuesday, June 24, 2025

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Please recognize the following employees for their years of service to Lee County:

- 5 years: Dominique Mincey – Sergeant Detention Officer
- 10 years: Lindsey Melton – Firefighter
- 20 years: Joseph Smith – Fire Captain
- 20 years: Ricky Thompson – Fire Captain



## LEE COUNTY, GA GOVERNMENT

**SUBJECT:** New Alcohol Applicant

**DATE SUBMITTED:** 6/13/25

**DIVISION:**

**AUTHORIZED BY:** Joey Davenport

**AGENDA DATE REQUESTED:** 6/24/25

**TYPE:**

**CONTACT PERSON:** Carol Lee

**DEPARTMENT:** Inspection/Licensing

☐ Regular  
☐ Consent

### **MOTION/RECOMMENDATION:**

Mr. Qaiser Ahsan, owner of Kaiser dba Kum and Go Inc is requesting the Lee County Board of Commissioners approve his Alcohol Application for Retail Sales for off-premises consumption of malt beverages & wine.

### **BACKGROUND:**

All requirements have been met by the applicant.

- 1.
  - 2.
  - 3.
  - 4.
- ☐ None

### **REVIEWED BY (INITIALS):**

Legal:  
Finance:  
Other:

### **ADVERTISED:**

Date:  
Paper:  
Required

### **COMMISSION ACTION:**

☐ Approved  
☐ Approved w/Conditions  
☐ Denied  
☐ Continued to:

### **USER DEPT.:**

### **COSTS:**

### **FUNDING SOURCE:**

☐ Capital Improvement  
☐ Operating  
☐ Other

### **SUBMITTED BY:**

### **CURRENT FY:**

### **APPROPRIATION CODE:**

\_\_\_\_\_  
County Manager

**AFFECTED PARTIES:** ☐ Notified ☐ N/R



## **BOARD OF COUNTY COMMISSIONERS**

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

### **LEE COUNTY BUILDING INSPECTION BUILDING INSPECTION BUILDING PERMITS BUSINESS LICENSE ALCOHOL LICENSE**

Joey Davenport  
*Chief Building Official*

Carol Lee  
*Administrative Assistant*

Martha Roberts  
*Permit Technician*

Lee County, Georgia  
102 Starksville Ave. N.  
Leesburg, GA 31763  
(229) 759-6000  
Fax: (229) 759-2346  
Web: [www.lee.ga.us](http://www.lee.ga.us)  
buildinginspections@  
lee.ga.us

*One of the first  
original counties of  
Georgia*

*Established  
June 9, 1825*

### ***Lee County Alcohol License Memorandum***

**Date: 6/13/25**

**To: Lee County Board of Commissioners**

**From: Carol Lee  
License Administrator**

**RE: Retail Consumption off-premises malt beverages and wine  
license**

Mr. Kaiser Ahsan has applied for a retail sales license for off-premises consumption of malt beverages and wine. Mr. Ahsan is the new owner of Kaiser dba Kum and Go Inc, previously known as Peachtree Minit Mart located at 1250 Hwy 82 West. Mr. Ahsan is requesting the Lee County Board of Commissioners consider his application for an alcohol license & seeks approval for the same.

### **CONSIDERATIONS FOR APPROVAL OR DENIAL**

- 1. The existence or non-existence of verifiable information regarding the applicant's work history, status, experience, and reputation.**

The Business License Department is unaware of any negative information relating to the applicant's work history, status...etc. There is no record of any information on these subjects that would require staff to recommend against the granting of the application for this license.

- 2. The history of the applicant, if any, in engaging in fraudulent or criminal activities.**

See summary by request

*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 without sacrificing the rural agricultural tapestry.*



## **BOARD OF COUNTY COMMISSIONERS**

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102 STARKSVILLE AVENUE NORTH, LEESBURG, GEORGIA 31763

### **LEE COUNTY BUILDING INSPECTION BUILDING INSPECTION BUILDING PERMITS BUSINESS LICENSE ALCOHOL LICENSE**

**Joey Davenport**  
*Chief Building Official*

**Carol Lee**  
*Administrative Assistant*

**Martha Roberts**  
*Permit Technician*

Lee County, Georgia  
102 Starksville Ave. N.  
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*Established  
June 9, 1825*

#### **3. Compliance with application requirements.**

The applicant has completed all application requirements.

#### **4. Adequate and satisfactory reference response.**

Reference response was adequate and satisfactory.

#### **5. Proximity of the proposed business to densely populated residential districts.**

(See County Planner's Report)

#### **6. Compliance with zoning regulations.**

(See County Planner's Report)

#### **7. Safety of the premises from which the business will operate.**

The premise is safe for the operation of the business. The business has been at this location for multiple years.

#### **8. Compliance with state and local laws, regulations and ordinances.**

All requirements relating to the application have been met.

#### **STAFF RECOMMENDATION:**

**Staff requests the Board of Commissioners consider the Alcohol Application for Mr. Ahsan, owner of the newly named Kum and Go Inc.**



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**Lee County Planning, Zoning & Engineering Department**

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**Amanda Nava-Estill**  
Director

**Kara Hanson**  
Planner/Zoning Administrator

**Kacee Smith**  
GIS Manager

**Charles Talley**  
GIS Technician

**MEMORANDUM**

**To:** CAROL LEE, LICENSE ADMINISTRATOR

**From:** AMANDA NAVA-ESTILL, DIRECTOR OF PLANNING

**Date:** JUNE 16, 2025

**Re:** RETAIL SALE OF OFF-PREMISES CONSUMPTION OF MALT BEVERAGES AND WINE LICENSE AT 1250 HWY 82 WEST

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Considerations for Approval or Denial:

This location is currently zoned C-2 and fronts US Hwy 82 W. The parcel consists of an existing gas station. The adjacent parcels consist of Commercial and Residential districts.

**Item (5) Proximity of the proposed business to densely populated residential districts:**

There are multi-family residential properties located behind the existing gas station. Country Villa Estates Subdivision is located approximately 35+ feet from the rear of the building (this residential property is zoned C-2 and is a duplex). This residential development and the adjacent mercantile establishment both predate the zoning ordinance.

**Item (6) Compliance with Zoning Regulations:**

The proposed location is not within 100 yards of any school building, school ground, church, college campus, or alcohol treatment facility.

**Recommendation:**

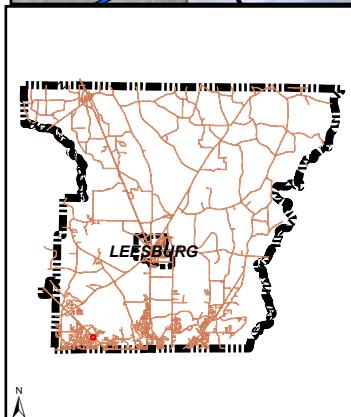
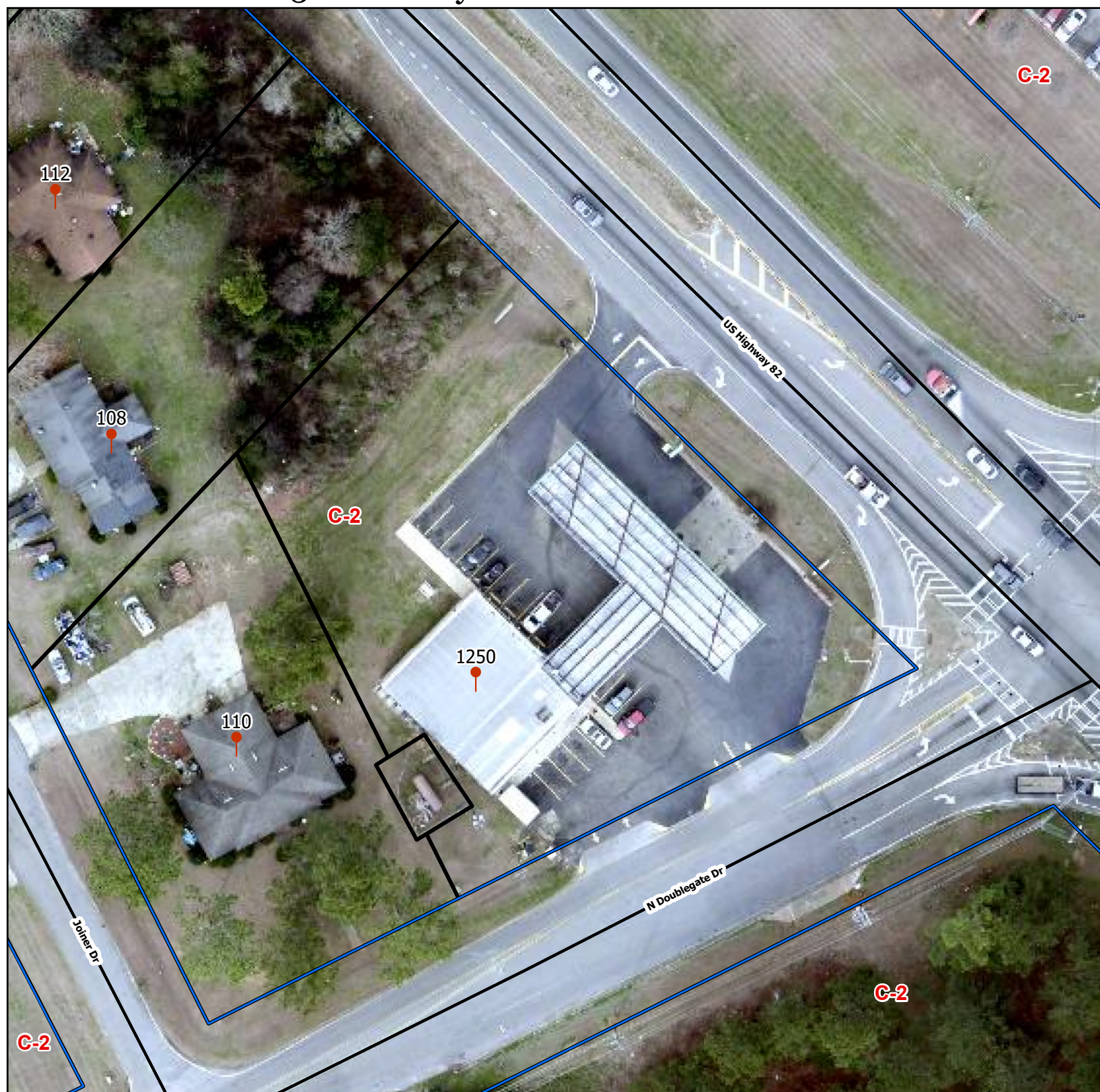
This location has operated with an alcohol license for multiple decades under previous ownership.

Based on the information provided above, I recommend the Lee County Board of Commissioners **approve** the application made by Mr. Ahsan of Kaiser DBA Kum and Go, Inc. for an alcohol license for retail sale of off-premises consumption of malt beverages and wine.



Attachments

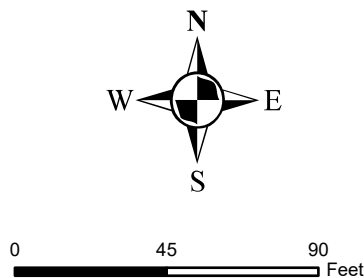


# 1250 US Hwy 82 W - Gas Station - Zone C2



**Legend**

-  Parcel Level Zoning
-  Parcels



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



User: KSmith  
Date Exported: 6/16/25

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

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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





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

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.

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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.

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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](http://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.

## Amanda Nava

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**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 2<sup>nd</sup>** (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](http://www.lee.ga.us)



## Amanda Nava

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**From:** Bob Alexander <bob.alexander@cityofleesburgga.com>  
**Sent:** Tuesday, May 27, 2025 1:02 PM  
**To:** Amanda Nava; smithvillecity@bellsouth.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@bellsouth.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.

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 2<sup>nd</sup>** (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

**AN ORDINANCE TO AMEND CHAPTER 70, ARTICLE VI RELATED TO THE R-2 MULTI-FAMILY DISTRICT; TO AMEND SECTION 70-196 TO REQUIRE THAT PUBLIC WATER AND SEWER ARE REQUIRED FOR ALL MULTI-FAMILY DUPLEX, TRIPLEX, TOWNHOUSE, AND MULTI-FAMILY DEVELOPMENTS; TO PROVIDE FOR AMENDING THE TITLE OF SECTION 70-199; TO PROVIDE FOR AMENDMENTS TO SETBACKS, ETC. IN SECTION 70-199; TO PROVIDE FOR REPEAL OF SECTION 70-200 IN ITS ENTIRETY; TO PROVIDE FOR AMENDMENTS TO SECTION 70-201 RELATED TO SETBACKS, ETC.; AND TO PROVIDE AMENDMENTS TO THE APPROVAL PROCESS APPLICABLE TO PLANNED UNIT DEVELOPMENTS; TO PROVIDE FOR REPEAL OF SECTION 70-202; TO PROVIDE FOR REPEAL OF CONFLICTING ORDINANCES; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.**

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BE IT ORDAINED that Chapter 70, Article VI, Section 70-196, related to the R-2 Multi-Family Residential District is hereby amended by deleting the first paragraph of Section 70-196 related to “Statement of Purpose” in its entirety and adopt, in lieu thereof, a new first unnumbered paragraph and second unnumbered paragraph, which first two unnumbered paragraphs shall provide as follows:

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.

BE IT ORDAINED that Chapter 70, Article VI, related to the R-2 Multi-Family Residential District is hereby amended by amending Section 70-199 so as to repeal any references in the title to Sec. 70-199 to “duplex developments” so that the title for amended Section 70-199 shall read “Single-family developments”.

BE IT FURTHER ORDAINED that Chapter 70, Article VI, relating to the R-2 Multi-Family Residential District is hereby further amended by deleting the said Section 70-199 relating to Single-family developments so as to provide as follows:

<i>Minimum Development Size</i>	<i>5 acres</i>
<i>Maximum Dwelling Units Per Acre of Developable Land</i>	<i>6 units per acre</i>
<i>Minimum Lot Width at Setback</i>	<i>60’</i>
<i>Minimum Building Setback</i>	
<i>Front</i>	<i>35’</i>
<i>Side and Rear</i>	<i>10’</i>
<i>Maximum Building Height</i>	<i>35’ or 3 stories subject to approval by the Lee County Fire Chief for any structure of 2 stories</i>

\* 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.

BE IT FURTHER ORDAINED that Chapter 70, Article VI, related to R-2 the Multi-Family Residential District shall be further amended by deleting Section 70-200 thereof in its entirety and replacing it as follows:

*Sec. 70-200. Reserved*

BE IT FURTHER ORDAINED that Chapter 70, Article VI, related to the R-2 Multi-Family Residential District is hereby further amended by amending Section 70-201 by changing the title of such section as follows:

*Sec. 70-201. Planned Unit Developments (“PUDs”), including Duplex, triplex, townhouse, and multi-family apartments.*

<i>Maximum Individual Dwelling Unit per Acre in R-PUD:</i>	
<i>1. Single-family</i>	<i>6 per acre</i>
<i>2. Duplex</i>	<i>6 per acre</i>
<i>3. Triplex</i>	<i>9 per acre</i>
<i>4. Townhouse</i>	<i>12 per acre</i>
<i>5. Multi-family</i>	<i>12 per acre</i>
<i>6. Building Setbacks from Exterior Lot Lines</i>	<i>35 feet</i>
<i>7. Building Height</i>	<i>35 feet or 3 stories subject to approval by the Lee County Fire Chief for any structure over 2 stories</i>

BE IT FURTHER ORDAINED that Chapter 70, Article VI, related to the R-2 Multi-Family Residential District, Section 70-201, is hereby further amended by revising such section as follows:

1. Approval. Approval of a PUD shall be as a conditional use per Chapter 70 of this Code.



2. Ownership. There shall be unified control/ownership of the entire PUD site. Prior to final approval of the development plan, evidence of unified control/ownership of the entire PUD site shall be submitted to the planning commission. In addition, an agreement shall be submitted to the planning commission by all owners of the proposed PUD site, which includes their commitment to:
  - a. Proceed with the proposed development in accordance with the PUD plans as submitted, and such other conditions, requirements, and safeguards as may be established 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 in writing of any obligations or commitments made by the Owner in their petition 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 a PUD in this district has 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 this 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 public 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 landscaping.
  - 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 developments. The development plan submission for each PUD 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 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 turnaround 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, the required minimum offset in the building line shall be three feet. A row or group 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 otherwise 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.

BE IT FURTHER ORDAINED that Chapter 70, Article VI, related to R-2 Multi-Family Residential District is hereby amended by amending Section 70-202 thereof so as to delete 70-202 in its entirety as follows:

Sec. 70-202. *Reserved*

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

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

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

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

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

ACTION TAKEN

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

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

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



## MEMORANDUM LEE COUNTY BOARD OF COMMISSIONERS

**TO:** Honorable Board of County Commissioners

**SUBJECT:** Equipment Purchase

**METING DATE:** June 24, 2025

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### **MOTION/RECOMMENDATION**

Motion to purchase Public Works equipment using Gov Deal Funds.

Staff is requesting to make the following purchases utilizing the Gov Deal Funds from the sale of September 2024.

Staff is requesting to purchase:

- |                            |             |
|----------------------------|-------------|
| 1. Dump bed for 2024 F-350 | \$12,489.00 |
| 2. 15' Batwing Mower       | \$20,598.60 |
| 3. Zero Turn Mower         | \$11,900.00 |

**Total** **\$44,987.60**

### **ATTACHMENTS**

Equipment Quote



## Linder Turf & Tractor

Quote Page 1 of  
Quote Number: 887286  
Effective Date: 06/18/2025  
Valid Through: 06/30/2025

### Ship To

### Kubota Dealer

### Bill To

Lee County Public Works  
Chris sellers  
GA

Linder Turf & Tractor  
505 US 82 West  
Leesburg, GA 31763

Tyler Banks  
Phone: (229) 435-2212  
Email: tb7113@lindertt.com

Lee County Public Works  
Chris sellers  
GA

## Z781KWTI-60 - COMMERCIAL ZERO-TURN MOWER 30HP EFI



Description	Manufacturer	Model #	Qty	Price Each	Total
COMMERCIAL ZERO-TURN MOWER 30HP EFI	Kubota	Z781KWTI-60	1	\$11,900.00	\$11,900.00

### Cash Details

Equipment Total	\$11,900.00
Additional Charges	\$0.00
<b>Cash Sale Price</b>	<b>\$11,900.00</b>

#### Kubota Disclaimer

Sales quote can only be provided by a participating Kubota dealer. Only Kubota and Kubota performance-matched Allied equipment are eligible. Inclusion of ineligible equipment may result in a higher blended APR. Stand Alone Kubota or Allied implements and attachments/accessories are subject to stand alone programs. Financing is available through Kubota Credit Corporation, U.S.A.; subject to credit approval. Program eligibility requirements are subject to change without notice and may be withdrawn without notice. Some exceptions apply. See dealer or go to [KubotaUSA.com](http://KubotaUSA.com) for more information.



## Z700 Series

## Z781KWi-60

UNIT UNAVAILABLE FOR SALE IN STATE OF CALIFORNIA

\* \* \* EQUIPMENT IN STANDARD MACHINE \* \* \*

### **GASOLINE ENGINE**

Air-cooled V-Twin Vertical Shaft  
Kawasaki FX850V-EFI  
Kubota Model GH860V-F  
29.5\* hp @ 3,600 RPM  
Displacement 852 cc

### **TRANSMISSION**

Parker Torqpack HTG14  
Integrated 14cc pump and wheel motor  
Internal Parking Brake  
Forward Speeds 0 - 11.2 mph  
Reverse Speeds 0 - 5.6 mph

### **STEERING / MOTION CONTROL**

(2) Hand Levers  
Hydraulically Damped - 3 Position Adjustable

### **FLUID CAPACITY**

Fuel Tank 11.6 gal  
Oil 2.2 qts  
Transaxle 3.5 qts  
Gross Weight (Kaw) 1285 lbs

### **OPERATING FEATURES**

Kawasaki EFI with E-Gov and advanced ECU  
Dial Throttle Control with PTO Engage Zone  
New Style Adjustable High Back Suspension Seat  
Zero Turn Radius  
Foot Activated Parking Brake  
Quick Dial Height Deck Height Adjustment  
Mower Deck Transport Lock (On/Off) Lever  
Adjustable Levers and Mower Deck Lift Pedal  
Cup Holder & Storage Compartments  
Smooth 6.5" Wide Flat Free Front Caster Tires  
12V Power Outlet

### **DIMENSIONS**

Height 70.1"  
Length 83.9"  
Width w/o deck 54.7"  
Wheelbase 51"

### **SAFETY EQUIPMENT**

Water and Dust Proof Safety Switches  
Seat Safety Switch  
Control Lever Safety Switch  
Parking Brake Safety Switch  
Foldable ROPS

### **LCD Engine Meter**

Unit Status - Fuel Level, Hours, Oil Temp, and RPM  
Safety Switch Status - Seat, Steering, Brake, and PTO  
Engine Warning Lights - Oil Press&Temp, Battery, and CK  
Eng  
Unit Performance - Fuel Consumption and Engine Load

### **PTO SYSTEM**

Belt Driven  
Electric clutch

### **MOWER DECK**

60" Cutting Width - 3 Blades  
Deck Step Indicator  
6" Deep Design  
1-5" Cut Height, Adjustable  
1/4" Increments  
18,600 fpm Blade Tip Speed  
Maintenance-Free Sealed Spindles  
Fabricated 8 Gauge Steel  
Flexible Discharge Cover  
3 Adjustable Anti-Scalp Wheels

\* Manufacturer's estimate.





## Orange Protection

It is a true Kubota warranty - an extension of the basic warranty. Backed by the manufacturer.

There is no deductible.

Orange Protection can be financed with the sale of the machine.

Repairs are performed by an Authorized Kubota dealer who will use genuine Kubota parts.

Orange Protection is transferable.

You get comprehensive machine coverage which means peace of mind and protection on your investment.

## KTAC

Benefits of a Term Policy through KTAC\*:

1. Meets the insurance requirement for Kubota Credit Corporation, U.S.A
2. Original Sales Price Protection for the first 60 months (plus taxes and fees)
3. Locked in rate for the term of the contract
4. Premium included with retail contract payment
5. Low \$250 deductible per occurrence
6. Dedicated claims service

\*This is a summary of the Kubota-Endorsed Property Damage Insurance. This information is not a complete description of all terms, conditions, and exclusions applicable. Actual coverage is subject to the language of the policy issued. This policy is underwritten and issued by Ohio Indemnity Company. Policy is offered and valid only to residents located in the fifty states of the United States of America. Policy is not available for U.S. districts and territories, Canada, or Mexico.

## Family & Children Services Board of Lee County

District	Name & Address	Phone & Email	Term	Appointing Authority
1	Jennifer Goode		<b>5 Year Term</b> Expiring on 06/30/2026	<b>County</b>
3	James Vick		<b>5 Year Term</b> Expiring on 06/30/2026	<b>County</b>
2	Pastor Malden Batten		<b>5 Year Term</b> Expiring on 06/30/2026	<b>County</b>
5	Melissa Edmondson		<b>5 Year Term</b> Expiring on 06/30/2029	<b>County</b>
2	Dana Hager		<b>5 Year Term</b> Expiring on 06/30/2025	<b>County</b>

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

Bob Lee

**Director**

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

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

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

***Dana M. Hager***

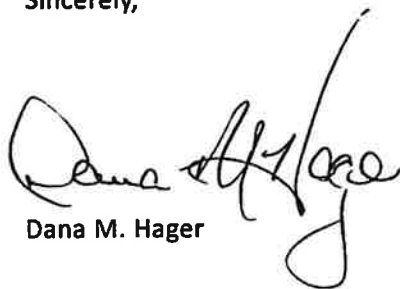
April 21, 2025

Payton Harris, Deputy County Clerk  
Lee County Board of Commissioners  
102 Starksville Avenue North  
Leesburg, Georgia 31763  
229-759-6000

Ms. Harris:

I would like to continue to serve on the Lee County Division of Family & Children Services Board.

Sincerely,

A handwritten signature in black ink, appearing to read "Dana M. Hager", with a large, stylized flourish extending from the end of the signature.

Dana M. Hager

## Library Board of Trustees – Lee County

District	Name & Address	Phone & Email	Term	Appointing Authority
2	Greg Crowder <b>Chairman</b>		<b>3 Year Term</b> Expiring on 06/30/2025	<b>County</b>
2	Donna Ford		<b>3 Year Term</b> Expiring on 06/30/2025	<b>County</b>
5	Gary Knight <b>Vice Chairman</b>		<b>3 Year Term</b> Expiring on 06/30/2027	<b>County</b>
1	Mark Word		3 Year Term Expiring on 06/30/2026	City of Smithville
2	Patsy James <b>Treasurer</b>		3 Year Term Expiring on 06/30/2025	Board of Education
1	Kelly Futch		3 Year Term Expiring on 06/30/2025	Board of Education
1	William Hancock		3 Year Term Expiring on 06/30/2021	City of Leesburg

Members must be Lee County citizens.

Meetings are held at 7:00 p.m. on the second Tuesday of February, May, August, and November.  
Lee County Library – 245 Walnut Street, Leesburg; Smithville Library – 118 Main Street South, Smithville;  
Redbone Branch – 104 Thundering Springs.

Claire Leavy  
**Director**

Email: [leavy@leecountylibrary.org](mailto:leavy@leecountylibrary.org); Phone: (229) 759-2369; FAX: (229) 759-2326

**Lisa S. Cannon**

**June 5, 2025**

**Mr. Luke Singletary, Chairman**  
Lee County Board of Commissioners  
102 Starksville Avenue North  
Leesburg, GA 31763

Dear Mr. Singletary,

I am writing to express my sincere interest in serving on the Lee County Library Board of Trustees. As a dedicated supporter of public libraries and a firm believer in the vital role they play in building informed, connected, and empowered communities, I would be honored to contribute my time, experience, and passion to your organization.

With a background in Accounting at Sumter Electric Membership Corporation, I bring a commitment to fiscal responsibility, collaboration, and long-term vision. I have a strong appreciation for the challenges and opportunities facing public libraries today—from technological advancement and funding sustainability to programming that meets the needs of a growing population.

I have a deep love for libraries and books that was planted at a very young age. Before I learned to talk I was famous in family circles for climbing in any available lap with a book that needed reading. To this day, I read three to six books each week either in paper versions or electronically. My favorite Saturday activity is to start at Oakland Library, then head to Northwest in Dougherty County. If I haven't got enough books to last the week, I then head to Central Library in Downtown Albany. The main Lee County Library is close to work and home, so I head there during the week to return what I've finished and ponder my choices from their shelves.

Thank you for considering my application. I welcome the opportunity to discuss how my background and goals align with the mission of the Lee County Library System, and I look forward to potentially contributing to its continued growth and success.

Sincerely,

A handwritten signature in cursive script that reads "Lisa S. Cannon". The signature is written in dark ink and is positioned below the word "Sincerely,".

**Lisa S. Cannon**



May 27, 2025

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

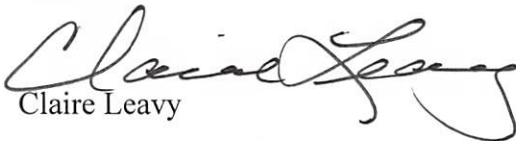
RE: Lisa Davis – Lee County Library Board

Lisa Davis has submitted a letter of interest in serving on the Library Board for the term July 1, 2025 – June 30, 2028

Ms. Davis would be an excellent member of the Library Board due to her knowledge and many years of experience in working with Boards, community engagement, and business operations. Her leadership skills and qualities are beyond exemplary.

As our Library faces and develops new approaches and strategies to basic library services, the professional expertise Ms. Davis can share will certainly be an asset to the Library Board's endeavors.

Sincerely,



Claire Leavy

May 22, 2025

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

Dear Commissioners:

I recommend Donna Ford for re-appointment to the Library Board of Trustees by the Board of Commissioner for the term, July 1, 2025 – June 30, 2028.

The Lee County Board of Commissioners appoints three representatives to the Library Board of Trustees. The current members appointed by the BOC are:

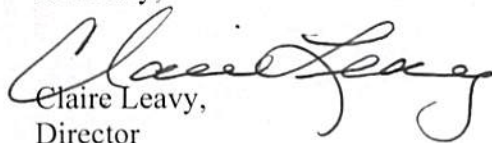
<u>NAME</u>	<u>TERM</u>
Greg Crowder	July 1, 2022- June 30, 2025
Donna Ford	July 1, 2022 – June 30, 2025
Gary Knight	July 1, 2024 – June 30, 2027

According to the By-Laws of the Library Board of Trustees, a member can serve for four consecutive three-year terms. Ms. Ford's term ends June 30, 2025 but is eligible re-appointed for another three-year term. Ms. Ford has enthusiastically expressed interest in being re-appointed to the Library Board.

Ms. Ford is a reliable and responsible Library Board member as well as a Library user. She is an asset to the Library Board. Ms. Ford is a well-respected and active member of the Lee County Community. She represents the BOC well in Library matters and I have no doubt she will continue to do so.

If you have any questions or concerns, please do not hesitate to call or email me ([leavy@leecountylibrary.org](mailto:leavy@leecountylibrary.org)).

Sincerely,

  
Claire Leavy,  
Director

Utilities Authority				
District	Name & Address	Phone & Email	Term	Appointing Authority
5 BOC	George Walls <b>Chairman</b>		<b>1 Year Term</b> Expiring on 01/31/2026	<b>By Virtue of Office</b>
P.O. Box 70852 Albany, GA 31708	Philip Husain		<b>1 Year Term</b> Expiring on 06/30/2025	<b>County</b>
1 06/30/2017	Victor Stubbs <b>Vice Chairman</b>		<b>1 Year Term</b> Expiring on 06/30/2025	<b>County</b>
	Arthur Ford		<b>1 Year Term</b> Expiring on 01/31/2026	<b>County</b>
5	Aaron McCulley		<b>1 Year Term</b> Expiring on 01/31/2026	<b>County</b>
3	Chad Arnold		<b>1 Year Term</b> Expiring on 01/31/2026	<b>County</b>
3	Larry Walters		<b>1 Year Term</b> Expiring on 06/30/2025	<b>County</b>
<p>Members must be Lee County citizens.</p> <p>Meetings are held on the third Thursday of each month (12 meetings annually) at 6:00 p.m. at the T. Page Tharp Governmental Building, Opal Cannon Auditorium, 102 Starkville Ave. N., Leesburg, GA 31763.</p> <p>Chris Boswell <b>General Manager</b> Email: cboswell@lee.ga.us; Phone: (229) 759-6056; FAX: (229) 759-3319</p> <p>Tricia Holmes <b>Utilities Administrator</b> Email: tholmes@lee.ga.us; Phone: (229) 759-6056; FAX: (229) 759-3319</p> <ul style="list-style-type: none"> <li>Board Members: paid \$100/monthly</li> </ul>				



## Payton Harris

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**From:** Kaitlyn Good  
**Sent:** Monday, June 23, 2025 9:18 AM  
**To:** Payton Harris  
**Subject:** FW: Utility Authority

**Kaitlyn Good, M.S.**  
**County Clerk**  
**Open Records Officer**  
**Lee County Board of Commissioners**  
**102 Starksville Avenue North**  
**Leesburg, Georgia 31763**  
**Phone: (229) 759-6000, Option 5**  
**Fax: (229) 759-6050**  
[kaitlyn.good@lee.ga.us](mailto:kaitlyn.good@lee.ga.us)

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**From:** Leo Crimbley  
**Sent:** Monday, June 23, 2025 8:40 AM  
**To:** Kaitlyn Good <kaitlyn.good@lee.ga.us>  
**Subject:** Utility Authority

Good morning Ms Kaitlyn, my name is Leo Crimbley. I live in Lee County and I would like to be apart of the Utility Authority board. I would love to help serve our community.

# Lee County Utilities Authority

**GEORGE WALLS**

Chairman

**Victor Stubbs**

Vice-Chairman

Authority Members:

Aaron McCulley

Larry Walters

Philip Husain

Art Ford

Chad Arnold

**905 US Hwy 19 S  
Leesburg, GA 31763**

Tel: (229) 759-6056

Fax: (229) 759-3319

**CHRIS BOSWELL**

General Manager

Tricia Holmes

Director of Administrative Operations

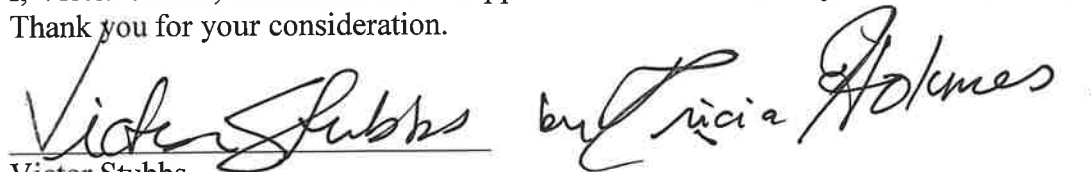
Ira Houston

Director of Field Operations

June 20, 2025

Dear Commissioners,

I, Victor Stubbs, would like to be reappointed to the Lee County Utilities Authority for another term.  
Thank you for your consideration.

The block contains two handwritten signatures. On the left is the signature of Victor Stubbs, and on the right is the signature of Tricia Holmes. Both signatures are in black ink and are written in a cursive style.

Victor Stubbs  
181 Magnolia Ave.  
Leesburg, Georgia 31763

VS:cb

## Payton Harris

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**From:**  
**Sent:** Thursday, June 19, 2025 2:09 PM  
**To:** Payton Harris  
**Subject:** Re: Utilities Authority

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Please submit my name for reappointment to the Utility Authority. Thank you Lawrence Walters

----- Original Message -----

From: Payton Harris <payton.harris@lee.ga.us>  
To:  
Cc: Tricia Holmes <tholmes@lee.ga.us>  
Sent: Tue, 17 Jun 2025 08:27:51 -0400 (EDT)  
Subject: Utilities Authority

Good Morning Mr. Walters,

Your one year term on the Utilities Authority expires on June 30, 2025. Appointments for this board will be brought to the Board of Commissioners meeting on Tuesday, June 24, 2025. If you wish to be reappointed, please send me written notification by Monday, June 23, 2025.

Thank you,  
Payton Harris  
Deputy County Clerk  
Lee County Board of Commissioners  
102 Starksville Avenue North  
Leesburg, Georgia 31763  
Phone: (229) 759-6000 ext. 2221  
Fax: (229) 759-6050  
payton.harris@lee.ga.us<mailto:payton.harris@lee.ga.us>



## PUBLIC NOTICE

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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](http://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**

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.

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](http://www.lee.ga.us)

**RESOLUTION  
ADOPTING FY 2025-2026 BUDGET**

**WHEREAS**, the county's fiscal year begins July 1, 2025 and ends June 30, 2026; and

**WHEREAS**, state law requires that each county operate under a balanced budget adopted by ordinance or resolution; and

**WHEREAS**, the annual budget can be amended during the fiscal year to adapt to changing governmental needs; and

**WHEREAS**, the County Manager and Finance Director compiled a proposed budget stating the anticipated revenues by source and expenditures by department for the proposed fiscal year, the current fiscal year, as well as the previous fiscal year; and

**WHEREAS**, the County Manager distributed proposed budgets to the Board of Commissioners and Department Heads first on April 7, 2025 and displayed a copy of the proposed budget in the County Clerk's Office for public review, and provided the Lee County Ledger, Albany Herald, Fox 31 TV, SouthGA TV (WSWG) and WALB TV with a copy of the proposed budget upon request; and

**WHEREAS**, the County Clerk notified the public, through a newspaper advertisement and County Website that the proposed budget is available for review online on the County Website, in the County Clerk's Office, and at the Lee County Library Leesburg Branch, 245 Walnut Avenue South, Leesburg, GA, Lee County Library Redbone Branch, 104 Thundering Springs Road, Leesburg, GA, Lee County Library Smithville Branch, 116 Main Street, Smithville, GA, and the Lee County Library Oakland Branch located at 445 Oakland Parkway West, Leesburg, GA during normal operating hours and the time and date of the public hearing; and

**WHEREAS**, the Board of Commissioners conducted a public hearing on June 10, 2025 to discuss the proposed budget; and

**WHEREAS**, the County Clerk notified the public, through a newspaper advertisement and County Website that the proposed budget is available for review online on the County Website, in the County Clerk's Office, the Lee County Library Leesburg Branch located at 245 Walnut Avenue South, Leesburg, GA, Lee County Library Redbone Branch, 104 Thundering Springs Road, Leesburg, GA, Lee County Library Smithville Branch, 116 Main Street, Smithville, GA, and the Lee County Library Oakland Branch located at 445 Oakland Parkway West, Leesburg, GA during normal operating hours; and

**WHEREAS**, the County Clerk notified the public, through a newspaper advertisement and County Website, of the adoption of the budget;

**WHEREAS**, the Board of Commissioners adopts the budget on June 24, 2025, whereby the General Fund Revenues and Other Financing Sources total \$34,061,398, General Fund Expenditures and Interfund Transfers total \$34,061,398, the Enterprise Funds' revenues and expenditures total \$6,047,445, and the Special Revenue Funds' revenues and expenditures total \$12,242,496 for a total annual budget, adjusted for Interfund transfers, of \$52,351,339.

**THEREFORE, BE IT RESOLVED**, that the Lee County Board of Commissioners hereby adopts the FY 2025-2026 budget, as provided herein.

So resolved this 25th day of June, 2025.

**LEE COUNTY BOARD OF COMMISSIONERS**

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Luke Singletary, Chairman

Attest: \_\_\_\_\_  
Scott Addison, County Manager

## 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").

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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

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Print name: Luke Singletary  
Title: Chairman  
Date: \_\_\_\_\_

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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

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### 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

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### **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

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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

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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

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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").

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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

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Print name: Luke Singletary  
Title: Chairman  
Date: \_\_\_\_\_

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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

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### 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

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### **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

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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

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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

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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
<b>TOTAL ENGINEERING COST</b>				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
<b>TOTAL ENGINEERING COST</b>				LS

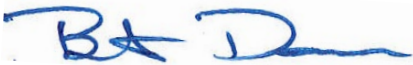
You will be billed monthly for the % of work that has been completed.

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