

received from Tim Sumners.

BOARD OF COUNTY COMMISSIONERS

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

TUESDAY, AUGUST 9, 2022 AT 6:00 P.M. T. PAGE THARP BUILDING OPAL CANNON AUDITORIUM WWW.LEE.GA.US

MEETING AGENDA WORK SESSION

21 - 27

		W W W.LLLL.GILLO			
COUNTY COMMISSIONERS			COUNTY STAFF		
Billy Mathis, Chairman	COUNTY COMMISSION AND A COUNTY				
John Wheaton, Vice-Chairman	District 1		Kaitlyn Sawyer, County Clerk		
Luke Singletary, Commissioner	District 2		Jimmy Skipper, County Attorney		
George Walls, Commissioner District 5					
,	District 4	4			
				DAGE	
				PAGE	
I. INVOCATION					
Pastor Robin Chaplin, Victory	Baptist Church, to	lead the invocation	on.		
* _ *					
2. PLEDGE OF ALLEGIANO	CE CE				
3. CALL TO ORDER					
4. APPROVAL OF MINUTES (A) Consideration to approve	Se the minutes for t	the Board of Com	missioners meeting for July 26, 2022.	A - E	
5. <u>CONSENT AGENDA</u> NONE					
6. <u>NEW BUSINESS</u>					
NONE					
7. PUBLIC HEARING					
NONE					
8. DEPARTMENTAL MATT	ERS				
Building Inspection/I	Business Licensin	<u>ng</u>			
(A) Consideration to appro	ve an alcohol lice	ense application	for Richard Maddox, Fuzzy's Oakland LLC	1 - 14	
(Fuzzy's Taco Shop), for	r the on-premises s	sale of distilled sp	irits, wine, and malt beverages by the drink.	1 - 14	
n	I. E i i				
Planning, Zoning, and	resolution grantic	no final approval	for Quail Valley Phase IV Subdivision (SD22-		
(B) Consideration to adopt a	s of rights-of-way	easements toads	, and water system infrastructure.	15 - 1	
023) and accepting deed	is of fights-of-way,	cascincino, rouce	,		
(C) Consideration to adopt	a resolution granti	ing final approval	for The Groves Subdivision (SD22-024) and		
accepting deeds of right	s-of-way, easemen	ts, roads, and wat	er system infrastructure.	18 - 2	
0 CONSTITUTIONAL OFF	ICERS & GOV	ERNMENTA	L BOARDS/AUTHORITIES		
9. CONSTITUTIONAL OFF	nt one (1) member	er to the Tax As	sessors Board for a term of three (3) years.		
(A) Consideration to appoin	8/31/2022 New t	erm expires 08/2	31/2025. Letters of interest in reappointment		

Current term expires 08/31/2022. New term expires 08/31/2025. Letters of interest in reappointment

Utilities Authority

- (B) Consideration to approve a quote from Aldridge-Jordan, Inc. for the water main offset project for the Oakland Crossing Drive Extension.
- 28 35

10. COUNTY MANAGER'S MATTERS

(A) Updates on County projects.

36 - 40

(B) Consideration to award the bid for the Resurfacing of Haley Drive.

41 - 43

11. COMMISSIONER'S MATTERS

NONE

12. UNFINISHED BUSINESS

NONE

13. COUNTY ATTORNEY'S MATTERS

- (A) Consideration to ratify an amendment to the Joint Resolution authorizing the Execution of the T-SPLOST Intergovernmental Agreement (IGA) between the City of Leesburg, City of Smithville, and the Lee County Board of Commissioners.
- 44 63

14. EXECUTIVE SESSION

NONE

15. PUBLIC FORUM

Citizens will be allowed to address the Board of Commissioners regarding any issues or complaints. Individuals should sign up prior to the start of the meeting.

16. ANNOUNCEMENTS

- (A) The ground-breaking ceremony for GDOT's Westover Blvd Extension Project will be held Tuesday, August 23, 2022.
- (B) The next regularly scheduled County Commission Meeting is Tuesday, August 23, 2022 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 9:00 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.



BOARD OF COUNTY COMMISSIONERS

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

> TUESDAY, JULY 26, 2022 6:00 P.M. T. PAGE THARP BUILDING OPAL CANNON AUDITORIUM WWW.LEE.GA.US

MEETING MINUTES VOTING SESSION

COUNTY COMMISSIONERS

Billy Mathis, Chairman John Wheaton, Vice-Chairman Luke Singletary, Commissioner George Walls, Commissioner District 3
District 1
District 2
District 5
District 4

COUNTY STAFF

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

The Lee County Board of Commissioners met in a voting session on Tuesday, July 26, 2022. 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 Billy Mathis, Vice-Chairman John Wheaton, Commissioner Luke Singletary, and Commissioner George Walls. Staff in attendance was County Manager Christi Dockery, County Attorney Jimmy Skipper, and County Clerk Kaitlyn Sawyer. The meeting was also streamed on Facebook Live. Chairman Mathis called the meeting to order at 6:00pm.

INVOCATION

Apostle Malden Batten, the Church of Leesburg, led the invocation.

PLEDGE OF ALLEGIANCE

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

CALL TO ORDER

APPROVAL OF MINUTES

(A) Consideration to approve the Board of Commissioners meeting minutes for July 12, 2022.

Commissioner Wheaton made the MOTION to approve the Board of Commissioners meeting minutes for July 12, 2022. Commissioner Walls seconded the MOTION. The MOTION was unanimous with Commissioner Singletary voting yea.

CONSENT AGENDA

NONE

NEW BUSINESS

(A) Recognition of employees' years of service.

The following employees were recognized for their years of service to Lee County:

5 years - David Cole - Mechanic, Public Works

10 years - Bryce Layfield - Captain/Paramedic

10 years - Kara Hanson - Billing Associate, Utilities Authority

10 years - Jasmine Smith - Administrative Assistant, Sheriff's Office

15 years - David Forrester - Fire Chief

15 years - Michael McClendon Sr. - Firefighter

25 years - Danise Thomas - Administrative Coordinator, Sheriff's Office

(B) Allison Largeman to address the Board regarding the Dominion ballot marking devices.

Ms. Largeman introduced herself and thanked the Board for their service to the community. Ms. Largeman applauded law enforcement, emergency services, and the elections office, stating the County has highly competent workers and is the envy of surrounding counties. A link to a recent study and 2020 fraud report (narrated by Mr. David Cross) was sent via email to the Board prior to the start of the meeting to be viewed at their convenience.

Ms. Largeman voiced her concerns over the \$100 million Dominion Voting System that was mandated for use in all Georgia counties in August 2019 stated she wishes the use of the machines would discontinue. When ballots are placed into the scanner, the paper ballots are never seen again, and the digital votes are unverifiable. The Dominion system is prone to irregularities and inaccuracies. It is understood that the county must abide by state law and SOS policy, with the penalty of hefty fees if they do not. Nevertheless, as the governing authority, the Board should react appropriately to citizen concerns.

Ms. Largeman stated that she was one of many concerned citizens across the state addressing their local representatives about these machines, which have been deemed illegal by a federal judge in October 2020 because the data transmitted from the machines to the Secretary of State's Office is in the form of a QR code, which is unreadable and unverifiable.

In mid-June a poll was done on the Lee County Republican Party's Facebook page, and of 42 respondents, 39 indicated they did not want to vote on the machines and would like them gone. All Georgia counties have been served with paperwork with the goal of unsealing paper ballots so they may be examined and compared with the machines' data. There are many anomalies, missing ballot images, and skewed numbers. Current groups are advocating to eliminate these machines.

Ms. Largeman cited an interview with Georgia's Secretary of State on the Today Show in November 2020 stating 4,700,000 ballots had been county with only approximately 50,000 yet to be counted; however, later it was stated that just shy of 5,000,000 votes were certified, so 300,000 votes were added to the totals.

Ms. Largeman stated she would never tell people not to vote, however, there are some who have stated they will not vote on these machines. It is more important than ever to vote because if people do not vote, fraud cannot be discovered. For voters to feel their vote is secure, we need paper audits and paper ballots verifiable in all Georgia counties after any election. The SOS will not release the audit papers from the system which makes people concerned that they are hiding something. Those who have been able to have their paper ballots reviewed have found discrepancies. Ms. Largeman cited an example from another county where it was reportedly found that the machine count winner and the hand count winner differed with around 3000 votes. When there is wrongdoing in larger counties that nullifies any votes in Lee County.

Other counties in Georgia are doing paper hand counts of the May 24 primary, as their Board of elections has voted to do. Lee County should as well. Per federal law, paper ballots and ballot images can be destroyed 22 months after a presidential election. State law indicates 24 months.

Chairman Mathis thanked Ms. Largeman for her time and voicing her concerns as a citizen. Lee County has to follow state and federal laws, therefore, Chairman Mathis encouraged her to reach out to her state legislators to voice her concerns. Chairman Mathis stated that voting in Lee County is secure and applauded the staff within the Elections and Registration Office.

PUBLIC HEARING

NONE

DEPARTMENTAL MATTERS

Planning, Zoning & Engineering

(A) Consideration to approve an application from Amanda Wiley (Z22-002) to rezone a total of 3.937 acres

from C-2 (General Business District) to C-4 (Traditional Office District). The property owner is Southland Restoration, LLC. Parcel Number: 029B 182. The property is located in Land Lot 281 of the Second Land District of Lee County, Georgia. Planning Commission members and Planning Department staff recommend approval. Public Hearing held July 12, 2022.

Ms. Wiley addressed the Board stating she, as well as the residents and neighbors, would prefer R-1 zoning. County Manager Christi Dockery added that after speaking with planning services consultants, they recommended C-4 because it was transitional. Ms. Wiley stated she would be fine with C-4 or R-1. Commissioner Walls stated that he would prefer it be R-1. County Attorney Skipper stated that zoning it R-1 would create a spot-zoning issue, which we are not supposed to do. Chairman Mathis suggested the current issue be voted on as C-4 and then collectively examine the residences in that area to see if they can all be rezoned to R-1. Staff will work to contact the property owners in question.

Commissioner Singletary made the **MOTION** to <u>approve</u> an application from Amanda Wiley (Z22-002) to rezone a total of 3.937 acres from C-2 (General Business District) to C-4 (Traditional Office District). The property owner is Southland Restoration, LLC. Parcel Number: 029B 182. The property is located in Land Lot 281 of the Second Land District of Lee County, Georgia. Commissioner Wheaton seconded the **MOTION**. The **MOTION** was unanimous with Commissioner Walls voting yea.

CONSTITUTIONAL OFFICERS & GOVERNMENTAL BOARDS/AUTHORITIES

Utilities Authority

(A) Consideration to approve a Limited Warranty Deed for land lying and being in Land Lot 209 of the 2nd Land District of Lee County, Georgia, containing 1.159 acres, more or less, for the new well.

Commissioner Walls made the MOTION to approve a Limited Warranty Deed for land lying and being in Land Lot 209 of the 2nd Land District of Lee County, Georgia, containing 1.159 acres, more or less, for the new well. Commissioner Wheaton seconded the MOTION. The MOTION was unanimous with Commissioner Singletary voting yea.

COUNTY MANAGER'S MATTERS

(A) Updates on County projects.

County Manager Christi Dockery discussed ongoing projects in the County: (1) Popco has completed the required clearing of the right of way and will start laying pipe on Monday for the water extension project on Hwy 82; and (2) the easements for the CDBG project at the Palmyra Mobile Home Park are being acquired and RFP will be published soon.

(B) Consideration to adopt a Resolution Certifying the Abandonment of a Portion of Carter Place Road.

Public Hearing held July 12, 2022.

With no MOTION, the item failed.

COMMISSIONER'S MATTERS

(A) Consideration to adopt a Resolution calling for a special election to impose a county Transportation Special Purpose Local Option Sale and Use Tax (TSPLOST).

Commissioner Singletary clarified that this is to be put on the ballot in November.

Commissioner Singletary made the **MOTION** to <u>adopt</u> a Resolution calling for a special election to impose a county Transportation Special Purpose Local Option Sale and Use Tax (TSPLOST). Commissioner Walls seconded the **MOTION**. The **MOTION** was unanimous with Commissioner Wheaton voting yea.

(B) Consideration to adopt a Joint Resolution authorizing the Execution of the T-SPLOST Intergovernmental Agreement (IGA) between the City of Leesburg, City of Smithville, and the Lee County Board of Commissioners.

Commissioner Singletary made the **MOTION** to <u>adopt</u> a Joint Resolution authorizing the Execution of the T-SPLOST Intergovernmental Agreement (IGA) between the City of Leesburg, City of Smithville, and the Lee County Board of Commissioners. Commissioner Walls seconded the **MOTION**. The **MOTION** was unanimous with Commissioner Wheaton voting yea.

(C) Discussion of FY2023 LMIG application and potential projects.

County Manager Christi Dockery stated that this application was not due until February. Chairman Mathis suggested that the Board take a look at the presented information and come back with a wish list. Commissioner Singletary reminded the Board that while there has been talk of dividing funds, we should keep in mind key infrastructure and major connector roads when deciding on which projects to move forward with for the LMIG application. This item will be discussed at a future meeting.

(D) Consideration to approve Change Order #2 for Popco, Inc. for the Water System Improvement Project on US Hwy 82.

Chairman Mathis stated that even with this change order, the project is coming in less than the original bid

Commissioner Singletary made the **MOTION** to <u>approve</u> Change Order #2 for Popco, Inc. for the Water System Improvement Project on US Hwy 82. Commissioner Wheaton seconded the **MOTION**. The **MOTION** was unanimous with Commissioner Walls voting yea.

Additional Item for Discussion not on Agenda:

Commissioner Singletary mentioned the greenspace at North Pebble Ridge and Quail Pines that is approximately 40 acres stating that the kudzu was overgrown and needed spraying again as it is taking over the property. Commissioner Singletary asked if a RFP was necessary, to which County Manager Christi Dockery stated that she would contact the individual who has sprayed the property previously (scheduled to do so annually) and follow up with the Board when a quote was received.

UNFINISHED BUSINESS

NONE

COUNTY ATTORNEY'S MATTERS

NONE

EXECUTIVE SESSION

NONE

PUBLIC FORUM

Citizens will be allowed to address the Board of Commissioners regarding any issues or complaints. Individuals should sign up prior to the start of the meeting.

No citizens took part in the Public Forum.

ANNOUNCEMENTS

- (A) The next regularly scheduled County Commission Meeting is Tuesday, August 9, 2022 at 6:00pm.
- (B) A fast, more reliable internet connection with Kinetic Fiber is coming soon to Lee County! Visit GoKinetic.com or call 229-985-8000 to pre-register for Windstream Broadband.

ADJOURNMENT

The meeting adjourned at 6:33 PM.

Facebook video link: https://www.facebook.com/leecountyga/videos/455425356158803

CHAIRMAN					
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		A	K	VIA	

ATTEST:	b
	COLD DELL OF EDIL

COUNTY CLERK

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The meeting rooms and buildings are handicap accessible.

Planning, Zoning & Engineering

Sherry Shelton, Office Manager/Planning Assistant Jason Scott, Planner/Reviewer/Inspector Randy Weathersby, GIS Manager Corrie Wheeler, GIS Technician

Tel 229-759-6000 102 Starksville Avenue N

Ext 2226

Leesburg, GA 31763

www.lee.ga.us



MEMORANDUM

DATE: August 9, 2022

TO: Honorable Board of Commissioners

FROM: Planning, Zoning & Engineering Staff

SD22-023, Quail Valley Phase IV Subdivision RE:

Accepting Deeds of Rights-of-Way, Easements, Roads and Water System Infrastructure

The Lee County Planning, Zoning and Engineering Department received a request for a final approval of Quail Valley Phase IV Subdivision. All legal work has been received and forwarded to the County Attorney and has been approved.

RECOMMENDATION

Staff is submitting Quail Valley Phase IV Subdivision and corresponding rights-of-way easements, roads and water system infrastructure for final acceptance by the Board of Commissioners on August 9, 2022. A two-year improvements guarantee will be provided through an Irrevocable Letter of Credit effective August 09, 2022 through August 2024.

/ss

Attachments: Resolution Final Plat

RESOLUTION

GRANTING FINAL APPROVAL FOR QUAIL VALLEY PHASE IV SUBDIVISION (SD22-023) AND ACCEPTING DEEDS OF RIGHTS-OF-WAY, EASEMENTS, ROADS, AND WATER SYSTEM INFRASTRUCTURE

WHEREAS, Lanier Engineering, Inc., has made an application for final approval of Quail Valley Phase IV Subdivision.

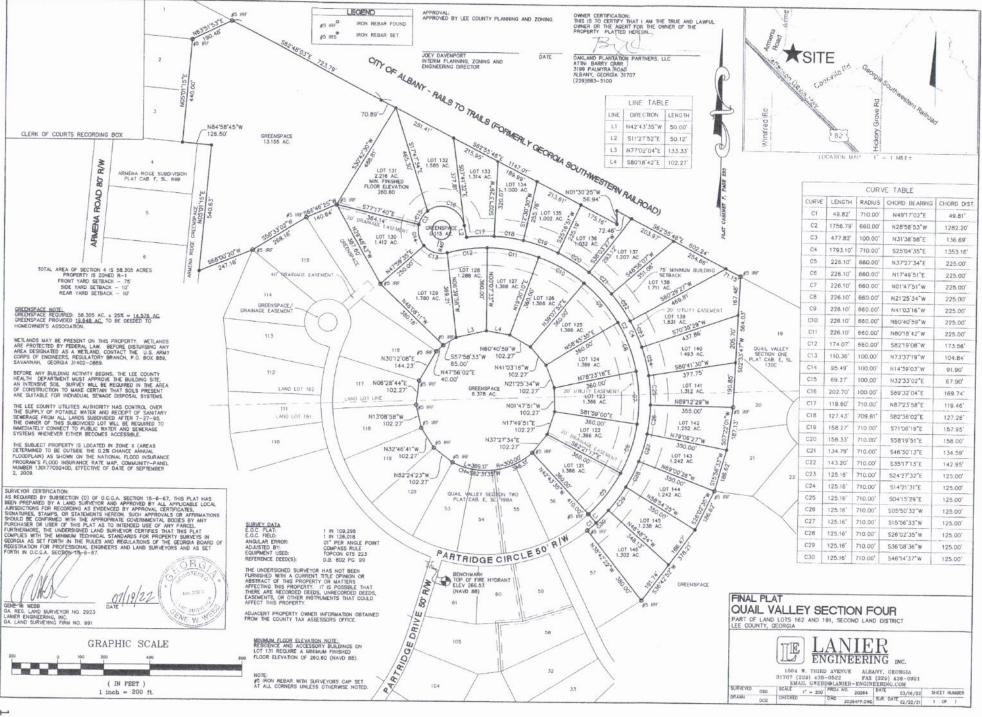
WHEREAS, Lee County Board of Commissioners staff has determined that all requirements for final approval have been met including legal and construction requirements.

WHEREAS, it is in the best interest of the citizens of Lee County that final approval for Quail Valley Phase IV Subdivision (SD22-023) be granted and that the Chairman and Board of Commissioners of Lee County accept all rights-of-way, easements, roads and water system infrastructure.

WHEREAS, it is resolved by and through the Chairman and Board of Commissioners of Lee County, Georgia that final subdivision approval is hereby granted to Quail Valley Phase IV Subdivision. Additionally, the Chairman and Board of Commissioners of Lee County, Georgia, hereby accepts those certain warranty deed of all rights-of-way, easements, roads and water system infrastructure.

This 9th day of August, 2022.

BOA	RD OF COMMISSIONERS
LEE (COUNTY, GEORGIA
	555, 525
By:	
	Billy Mathis
	Chairman
ΔΤΤΕ	ST:
AIIL	.51
	Kaitlyn Sawyer
	State Control of the
	County Clerk



Planning, Zoning & Engineering

Sherry Shelton, Office Manager/Planning Assistant Jason Scott, Planner/Reviewer/Inspector Randy Weathersby, GIS Manager Corrie Wheeler, GIS Technician

Tel 229-759-6000 102 Starksville Avenue N

Leesburg, GA 31763

www.lee.ga.us



MEMORANDUM

Ext 2226

DATE: August 9, 2022

TO:

Honorable Board of Commissioners

FROM: Planning, Zoning & Engineering Staff

RE:

SD22-024, The Groves Subdivision Section 4

Accepting Deeds of Rights-of-Way, Easements, Roads and Water System Infrastructure

The Lee County Planning, Zoning and Engineering Department received a request for a final approval of The Groves Subdivision. All legal work has been received and forwarded to the County Attorney and has been approved.

RECOMMENDATION

Staff is submitting The Groves Subdivision Section 4 and corresponding rights-of-way easements, roads and water system infrastructure for final acceptance by the Board of Commissioners on August 9, 2022. A two-year improvements guarantee is provided through an Irrevocable Letter of Credit effective August 9, 2022 through August 2024.

/ss

Attachments: Resolution

Final Plat

RESOLUTION

GRANTING FINAL APPROVAL FOR THE GROVES SUBDIVISION (SD22-024) AND ACCEPTING DEEDS OF RIGHTS-OF-WAY, EASEMENTS, ROADS, AND WATER SYSTEM INFRASTRUCTURE

WHEREAS, Lanier Engineering, Inc., has made an application for final approval of The Groves Subdivision.

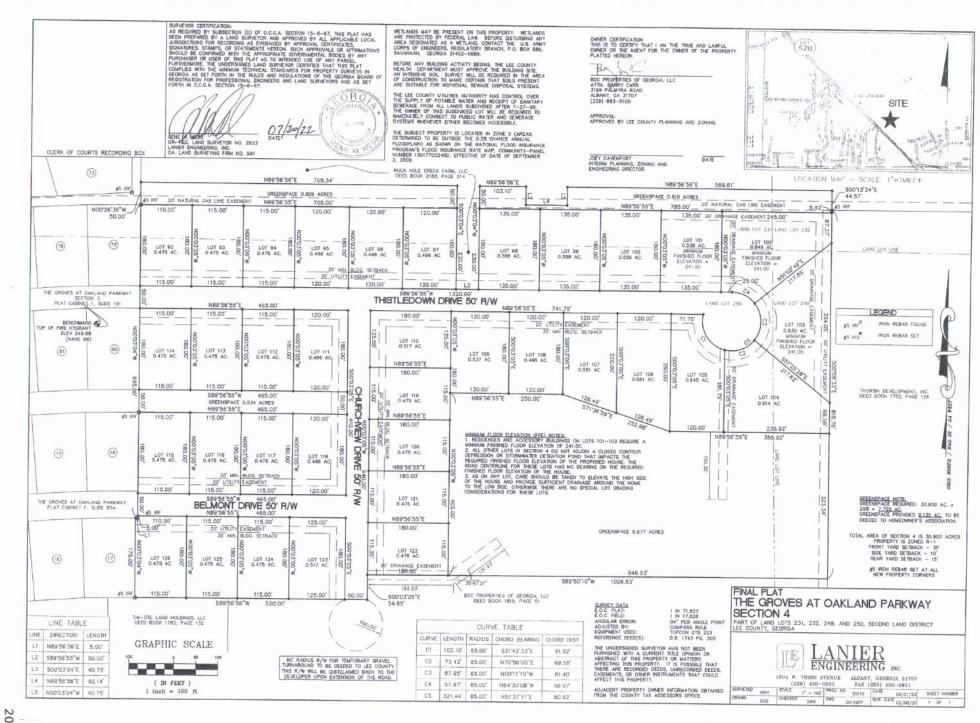
WHEREAS, Lee County Board of Commissioners staff has determined that all requirements for final approval have been met including legal and construction requirements.

WHEREAS, it is in the best interest of the citizens of Lee County that final approval for The Groves Subdivision (SD22-024) be granted and that the Chairman and Board of Commissioners of Lee County accept all rights-of-way, easements, roads and water system infrastructure.

WHEREAS, it is resolved by and through the Chairman and Board of Commissioners of Lee County, Georgia that final subdivision approval is hereby granted to The Groves Subdivision. Additionally, the Chairman and Board of Commissioners of Lee County, Georgia, hereby accepts those certain warranty deed of all rights-of-way, easements, roads and water system infrastructure.

This 9th day of August, 2022.

BOA	RD OF COMMISSIONERS
LEE (COUNTY, GEORGIA
Ву:	
	Billy Mathis
	Chairman
ATTE	ST:
	Kaitlyn Sawyer
	County Clerk



LEE COUNTY CURRENT BOARD VACANCIES

Candidates appointed by the Lee County Board of Commissioners are required to live in Lee County. If you would like to be considered for appointment to a County Volunteer Board, please submit a letter of interest including any certificates, resumé, or related documents you want to be considered or complete the Volunteer Board application. For additional information on these Volunteer Boards, see the Lee County website or contact the Administrative Assistant/Receptionist.

Payton Harris, Administrative Assistant/Receptionist
Lee County Board of Commissioners
102 Starksville Avenue North
Leesburg, Ga. 31763
(229) 759-6000
www.lee.ga.us
payton.harris@lee.ga.us

Vacancies will be open until filled.

Current Volunteer Board Vacancies	Vacancies	Expires	Term
None			
Upcoming Volunteer Board Vacancies	Vacancies	Expires	Term
Tax Assessors Board	1	08/31/22	4 Year
Elections & Registration Board	1	12/31/22	4 Year
Health Board	2	12/31/22	6 Year
Joint Development Authority of Baker, Dougherty, Lee, and Terrell Counties	1	12/31/22	1 Year

	Tax Assesso	ors Board	
District	Name & Address	Term	Appointing Authority
3	Timothy Sumners	4 Year Term	
	271-C Crotwell Road	Expiring on	County
08/31/2018	Leesburg, GA 31763	08/31/2022	
4	Johnny Barthlein	3 Year Term	
	156 Pheasant Drive	Expiring on	County
7/16/2019	Leesburg, GA	05/31/2024	
1	Chuck Gee	3 Year Term	
	138-F Uncle Jimmy's Lane	Expiring on	County
05/31/2000	Leesburg, GA 31763	05/31/2023	

Members must be Lee County citizens. Board meetings are held on the second Monday of each month at 4:00 PM at the Tax Assessor Office, 104 Leslie Highway, Suite B, Leesburg, GA 31763.

Dennis Lee, Chief Appraiser

Telephone: 759-6010; FAX: 759-6382; Website: www.qpublic.net/ga/lee/

• Board Members: paid \$150/mthly

RESOLUTION ESTABLISHING TERMS OF OFFICE FOR MEMBERS OF THE LEE COUNTY BOARD OF TAX ASSESSORS AND FOR OTHER PURPOSES

WHEREAS, <u>O.C.G.A</u>. §48-5-295 provides that the governing body of Lee County is required, by Resolution, to establish the terms of office of the members of the Lee County Board of Tax Assessors; and

WHEREAS, the length of terms of office for members of the Board of Tax Assessors must be not less than three (3) years nor more than six (6) years, or until a successor is duly appointed and qualified; and

WHEREAS, O.C.G.A. §48-5-295(a) also provides that a voting majority of the Board of Tax Assessors may not have their terms expire in the same calendar year and that the governing body of the County is authorized to establish staggered initial appointments or reappointments for a duration of not less than three (3) years nor more than six (6) years so as to prevent such occurrence; and

WHEREAS, the governing body of Lee County deems it appropriate to adopt this Resolution establishing such terms of office in accord with such statute.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Lee County, Georgia, and it is hereby resolved by authority of the same, as follows:

That there shall be three (3) members of the Lee County Board of Tax
 Assessors appointed by the Board of Commissioners of Lee County in accord with
 Georgia law and the provisions of this Resolution.

- 2. That each member of the Board of Tax Assessors shall be appointed to a distinct and separate Post, to be known as either Post 1, Post 2, or Post 3. Such Post designations shall not relate to any particular geographic area, district, or division of Lee County.
- 3. That all members of the Lee County Board of Tax Assessors shall serve for a term of three (3) years and until a successor is duly appointed and qualified; provided, however, that with respect to the initial appointments to such Board under this Resolution, the following shall apply:
- (A) With respect to Post 1, that Post is presently held by W. F. Griffin, whose current term expires on May 31, 2021, and the initial term for the person appointed to such Post hereunder shall commence on June 1, 2021, and shall conclude on May 31, 2024.
- (B) With respect to Post 2, that Post is presently held by Steven W. Ruckel, whose current term expires on May 31, 2020, and the initial term for the person appointed to such Post hereunder shall commence on June 1, 2020, and shall conclude on May 31, 2023.
- (C) With respect to Post 3, that Post is held by Dave Clearman, whose current term expires on August 31, 2022. The initial term for the person appointed to such Post hereunder shall commence on September 1, 2018, and shall conclude on August 31, 2022.
- 4. That after the expiration of the initial terms for Post 1, Post 2 and Post 3 as provided in the immediately preceding paragraph of this Resolution, the terms for all persons appointed to such Posts shall be for three (3) years.

5. That nothing in this Resolution shall have the effect of shortening or extending the terms of office of the current members of the Board of Tax Assessors whose terms have not yet expired.

6. That nothing in this Resolution shall prohibit the reappointment of an incumbent member of the Board of Tax Assessors to a succeeding term or terms as a member of such Board. Any member of the Board of Tax Assessors shall be eligible for such reappointment after review of his or her service on the Board by the Board of Commissioners.

7. That in case of a vacancy on the Board at any time, whether caused by death, resignation, removal or otherwise, such vacancy shall be filled by appointment made by the Lee County Board of Commissioners, and the person appointed to fill such vacancy shall serve for the remainder of the unexpired term of office.

8. That all persons appointed to fill a position on the Board of Tax Assessors, whether for a full term or to fill a vacancy, shall possess the same qualifications required by Georgia law for appointment to such Board.

9. That this Resolution shall become effective upon the date of its adoption by the governing body of Lee County.

SO RESOLVED, effective this <u>28</u> day of <u>August</u>, 2018

Board of Commissioners of Lee County, Georgia

Hell

Attest:

BOARD MEMBERS:

TIM SUMNERS, CHAIRMAN

JOHNNY BARTHLEIN, VICE-CHAIRMAN CHARLES A. GEE JR., MEMBER

AFFILIATIONS:

(GAAO) GEORGIA ASSOCIATION OF ASSESSING OFFICIALS

GAP GROUP, INC.

LEE COUNTY BOARD OF TAX

ASSESSORS

104B LESLIE HIGHWAY P.O. 424 LEESBURG, GEORGIA 31763

> (229) 759-6010 FAX (229) 814-1311 QPUBLIC.NET/GA/LEE

OFFICE STAFF:

DENNIS LEE CHIEF APPRAISER

KAREN M. COE SENIOR APPRAISER

> BRANDON WOOD APPRAISER

RITA CLINE ADMINISTRATIVE ASSISTANT

July 7, 2022

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

I would like to be reappointed to the Lee County Board of Tax Assessors. My current term expires August 31, 2022.

Tim Sumners

Timothy A Summere

Assessor Appointment Resolution

WHEREAS, there is a vacancy on the Board of Assessors; and WHEREAS, the law requires the County Commission must appoint a successor when a vacancy occurs; and WHEREAS, the person appointed will serve an unexpired term of 3 Years. NOW THEREFORE BE IT RESOLVED, the <u>Lee</u> County Board of Commissioners appoints _____ Tim Sumners ___ to the ____ County Board of Tax Assessors with this term of Office to begin on **September 1, 2022** and expire on August 31, 2025 . ADOPTED this ______ day of _____ August _____, 2022 . LEE COUNTY BOARD OF COMMISSIONERS Billy Mathis, Chairman ATTEST

Kaitlyn Sawyer, County Clerk



MEMORANDUM LEE COUNTY BOARD OF COMMISSIONERS

Life works well here

TO:

Honorable Board of County Commissioners

SUBJECT:

Water Main Offset Project

MEETING DATE:

Tuesday, August 9, 2022

MOTION/RECOMMENDATION

Motion to approve a quote from Aldridge-Jordan, Inc. for the water main offset project for the Oakland Crossing Drive Extension.

BACKGROUND

A meeting was held Tuesday, February 22, 2022 with Utilities Authority General Manager Chris Boswell and Crit Jordan of Aldridge-Jordan, Inc. in which the stormwater conflict in the area of the Oakland Crossing Extension was discussed and a solution mapped out. The solution involves a 22.5 pipe bend and the 11.25 pipe bend that will allow water to flow through the existing water main without causing pipe problems.

Utilities Authority General Manager Chris Boswell recommends accepting the quote from Aldridge-Jordan, Inc. for labor and installation for \$9,837.06 (pipe bend of 11.25) and purchasing materials from Consolidated Pipe and Supply at approximately \$9,100.00.

Mr. Boswell asks that these funds be taken from SPLOST VII.

ATTACHMENTS

Invoices and Supplemental Information

ALDRIDGE - JORDAN, INC.

Utilities Contractors

3301 Palmyra Road Albany, Georgia 31707 Phone (229) 432-7737

February 17th, 2022

Proposal

Oxford Construction Co. 3200 Palmyra Road Albany, GA 31707

Attn: Mr. Jason Crosby

Re: Oakland Crossing Drive Extension - 12" Water Main Offset @ Oakland Parkway

Mr. Crosby,

We are pleased to propose to provide labor, equipment, and materials to lower the existing 12" water main along Oakland Parkway to allow for 3' of cover at the proposed ditch on the aforementioned project. The specific items of work included in this proposal are listed below:

Item#	Quantity	Unit	Description
1	80	LF	12" C900 DR18 PVC Water Main With Trace Wire & Tape
2	4	EA	12" MJ 22.5 Bend
3	2	EA	Cut Existing Water Main & Connect New 12" Water Main With
			Sleeve
4	6	EA	12" Bell Joint Restraint
5	1	EA	Chlorination & Water Testing

- *** Pipe & Fitting Market Is Currently Very Unstable. Material Prices Valid Through 3/14/2021
- *** Pipe & Fittings Are Subject To Availability. Market Is Currently Facing Shortages
- *** No Tap Fees Or Meter Fees Included In Proposal
- *** Staking By Others
- *** Erosion Control & Grassing By Others
- *** No Solid Rock Excavation
- *** No Removal Of Unsuitable Material From Site
- *** No Special Bedding Or Select Fill
- *** Traffic Control By Others
- *** No Bond Premium Or Bond Participation Included

12" Water Main Offset, Lump Sum \$18,940.00

Thank you for the opportunity to provide this proposal. Feel free to contact me with any questions or changes to the scope of work.

Sincerely,

L. Crit Jordan Project Manager C.Jordan@Aldridge-Jordan.com

Aldridge-Jordan, Inc. Oakland Crossing Drive Extension

Lee County, Georgia 12" Water Main Offset (Oakland Parkway) - Worksheet For Oxford Construction Company

2/17/2022

			Material		Total					
Item #	Quantity	<u>Unit</u>	<u>Description</u>	Ur	nit Price	Extension	U	nit Price	E	xtension
1	80	LF	12" C900 DR18 PVC Water Main With Trace Wire & Tape	\$	54.00	\$ 4,320.00	\$	83.00	\$	6,640.00
2	4	EA	12" MJ 22.5 Bend	\$	603.00	\$ 2,412.00	\$	1,050.00	\$	4,200.00
3	2	EA	Cut Existing Water Main & Connect New 12" Water Main With Sleeve	\$		\$ 1,244.00				
4	6	EA	12" Bell Joint Restraint	\$		\$ 1,176.00		248.00		1,488.00
5	1	EA	Mobilization	\$	530.00	\$ 530.00	\$	550.00	\$	550.00
6	1	EA	Chlorination & Water Testing	\$	325.00	\$ 325.00	\$	1,400.00	\$	1,400.00
						\$10,007.00			\$	18,938.00

^{***} Pipe & Fitting Market Is Currently Very Unstable. Material Prices Valid Through 3/14/2021

^{***} Pipe & Fittings Are Subject To Availability. Market Is Currently Facing Shortages

^{***} No Tap Fees Or Meter Fees Included In Proposal

^{***} Staking By Others

^{***} Erosion Control & Grassing By Others

^{***} No Solid Rock Excavation

^{***} No Removal Of Unsuitable Material From Site

^{***} No Special Bedding Or Select Fill

^{***} Traffic Control By Others

^{***} No Bond Premium Or Bond Participation Included



600 OAKLAND COURT LEESBURG, GA 31763 (229) 878-0239 (229) 878-0529 FAX 866-699-5174 TOLL FREE

QUOTATION

COMPANY: ATTENTION:

ALDRIDGE - JORDAN INC.

CRIT JORDAN PHONE: 229-432-7737

229-438-0288

FAX: JOB NAME:

OAKLAND PARKWAY WATER MAIN

OFFSET

DATE: FREIGHT:

February 15, 2022 FOB JOB SITE DELIVERY: 2-3 WEEKS

PRICE FIRM: LOCATION:

30 DAYS LEESBURG, GA

LINE QUANTITY DESCRIPTION

UNIT PRICE EXT PRICE

49.50 \$

260.70 \$

278.00 \$

148.60 \$

180.80 \$

\$

\$

3,960.00

1,042.80

556.00

1,783.20

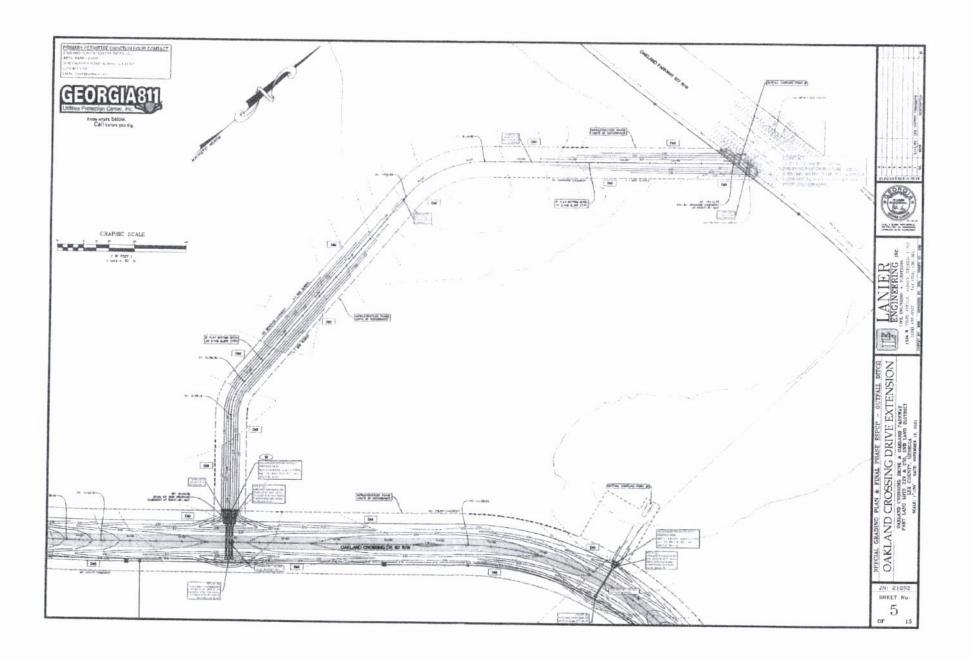
1,084.80

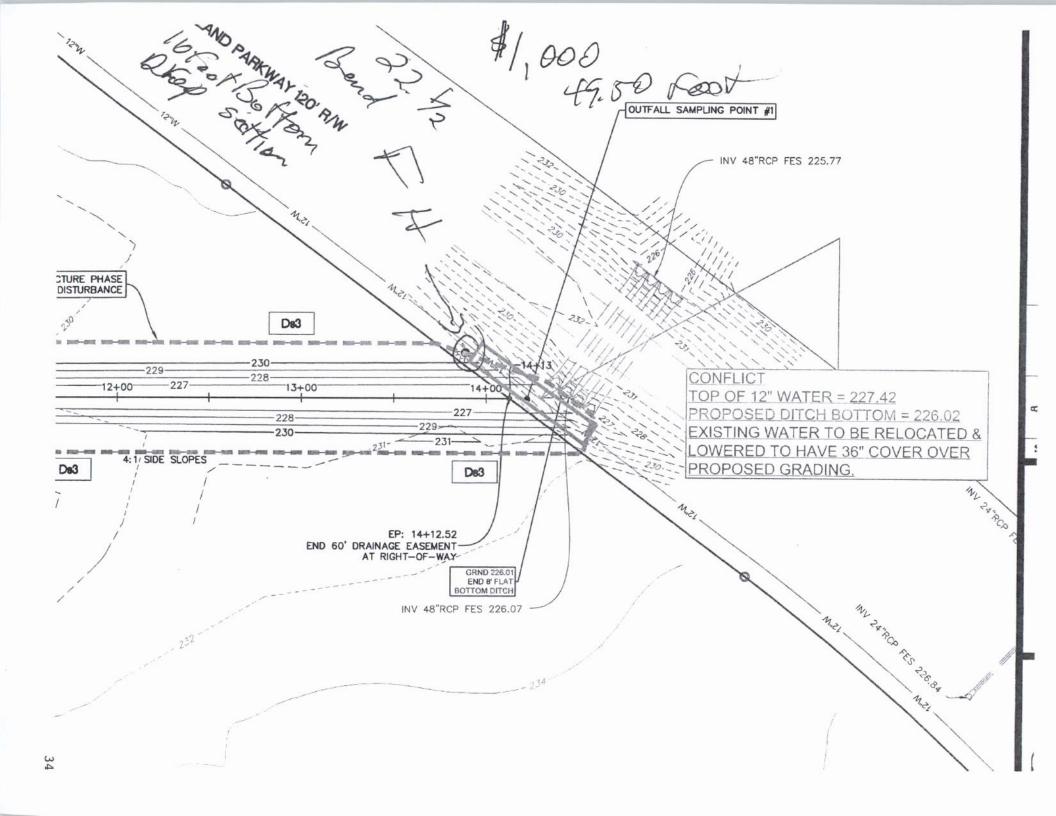
80	FT	12" DR18 C-900 PVC
4	EA	12" MJ 22-1/2 BEND L/A
2	EA	12" MJ LP SLEEVE L/A
12	EA	12" PVC MEGALUG ACC
6	EA	12" C-900 PVC BELL JT RESTRAINT

D	8,426.80		
	•		

TOTAL 9,100.94

at least & 20's \$1000 johon





25' pipe 25' pipe 25' pipe 25' pipe

Transit Transit



MEMORANDUM

LEE COUNTY BOARD OF COMMISSIONERS

TO:

Honorable Board of County Commissioners

SUBJECT:

County Updates

2021 CDBG

Palmyra Mobile Home Park project

- Project application submitted June 4, 2021
- Pre-Application Public Hearing held September 22, 2020
- Recommended County match at \$100,000.00
- \$469,284.00 grant amount awarded to Lee County on September 27, 2021
- Kick-off Meeting December 2021
- Chad Griffin, Still Water Engineering, to verify the property lines
- Final Design complete
- Deeds being drafted and easements to be requested from the property owner
- Staff is currently working to put out a RFP

Agricultural Complex

- Located on 100 acres on Leesburg Bypass 231 State Route 3
- Proposed plans provided July 29, 2020
 - Including: A boating access point at the creek's edge, the agricultural complex, walking trails, and campsites
- Resolution adopted and lease agreement signed on September 22, 2020 with Georgia Department of Natural Resources for a Boat Ramp
 - o Renewed January 11, 2022
 - o Estimated Start Date: Fall 2022
 - DNR hired EMC Engineering to survey property for canoe/kayak ramp
- DNR Lease Parcel Survey Estimated Completion: March 2022
- Improvements to the Property
 - o Renovation of Covered Building: New roof, fresh paint, picnic tables, electrical system, well
 - Bobby Donley, Lanier Engineering, provided proposed site plan
 - Proposal submitted to the BOC for review
 - O Trails: 3/4 mile walking trail that runs along a 46 foot high ridgeline above the Kinchafoonee Creek and has a seasonal view of the waterway
 - Eight (8) picnic tables as well as a number of trash cans have been placed along this trail
 on the creek side
 - Directional signs for the area ordered (i.e. Parking, No Parking, trail markers, boundary signs, etc.)

Future Improvements

- Defining the road
- Rocking the area on top of the ridgeline for a parking area
- Placing a gate at the trailhead so that the area can be closed to public for safety during high water events

- Planning/Designing Committee created by the Board at the May 11, 2021 meeting
 - Committee Members: Art Ford, Tim Sumners, Tom Sumners, Bobby Donley, Lisa Davis, David Dixon, Judy Powell, Commissioner Rick Muggridge, Commissioner Luke Singletary, County Manager Christi Dockery, Parks & Recreation Director Jeremy Morey, Chief Marshal Jim Wright
 - First Meeting: June 14, 2021
 - Second Meeting: November 15, 2021
 - Third Meeting: January 11, 2022

2020 Census Numbers

- Lee County: 33,179
- Smithville: 593
- Leesburg: 3,480

2021 Census Numbers

• Lee County: 33,411

Commercial Land Development Permits

- Ace Hardware Store
- Action Building
- Artesian City Federal Credit Union
- Brittany Lakes 2
- Buck Run 5
- Cypress Cove 3
- DeSoto Silicon Ranch Phase II
- Finish Line Storage 2
- Fuzzy's Taco
- Groves 4
- Ledo Self Storage 2
- Live Oak 3
- Mini Warehouse Office, Hwy 82
- Oakland Crossings Drive Extension
- Oaklee Investment, LLC
- Plantation Storage 2
- Quail Valley 4-7
- Woodgrain Millwork

Gymnasium Windows

- Project overseen by Bill Walter, Masonry Restoration Technologies & Services, LLC
- On December 14, 2021, the Board voted unanimously to allow the Courthouse Annex Window Sealant Project and the Gymnasium Window Replacement Project to be added to the existing contract for the Tharp Building Restoration Project for an estimated cost of \$56,840.00
- Estimated Start Date: August 2022
 - Delay due to supply shortage

Extended Water Installation on Hwy 82

- RFQ for design
 - o Approved by BOC at April 27, 2021 meeting
 - o BOC awarded bid on September 14, 2021 to Lanier Engineering, Inc.
- EPD Southwest District Office is currently reviewing the project.
- RFP for Construction
 - O BOC awarded bid on January 11, 2022 to Popco, Inc. to not exceed \$829,621.26
- · Project estimated to be complete within 90 days if no issue with obtaining supplies
- All easements have been acquired and recorded at Superior Court
- Popco, Inc. crews have begun work

GIS

Road Layer

- Including road width, length, and speed limits
- On-going

Utilities Mapping Project

- Purpose: To map all utilities in Lee County
 - O Includes water mains, water valves, water towers, fire hydrants, sewer lines, sewer manholes, sewer pump stations, fiber, gas, telephone, etc. as well as feature type, pipe size, pipe material, valve size, etc.
- Goal: To have an internet map in ArcGIS Online where utility workers can view utility maps on a tablet in the field.

Hospital

- Public Works staff completed a construction entrance road
- Preliminary designs were presented by Matthew Inman of EMC Engineering in January 2019
- Estimated Cost for Road: \$1,498,552.50 (SPLOST VII)
- Construction expected to take approximately 6 to 9 months
- All fees for LCMC land disturbance waived
- USACE permit for holding pond designs expires August 2022
- CON granted
- Phoebe has filed another objection, resulting in another 30 day delay
- Roadway Regrading Project
 - o Matthew Inman, EMC Engineering, Project Engineer
 - SPLOST VII Funds
 - BOC awarded the bid on December 14, 2021 to Oxford Construction for \$453,585.00
 - Start Date: February 2022
 - Completion Date: June 2022

LMIG Funds

- FY2023
 - o Application Due: February 1, 2023
 - o Project discussions ongoing
 - Funds to be Received from GDOT: \$627,424.76
 - Total, with 30% match from Lee County: \$815,652.19

FY2022

- Application Approved: January 25, 2022
- For use in resurfacing the following roads: Palmyra Road, Story Lane, Pineridge Drive, Southill Drive, East Century Road, Cookville Road, Stocks Dairy Road, Woodstone Circle, Waterbury Court, Wayside Court, Winners Court, Groover Street, and Gus Martin Road
- Roads Completed Include: Cookville Road, Palmyra Road, Pineridge Drive, Southill Drive, and East Century Road
- o Funds to be Received from GDOT: \$612,489.86
 - Total, with 30% match from Lee County: \$796,236.82
- O Start Date: May 2022
- o Completion Date: August 2022

Sidewalks

- Georgia Department of Transportation, GDOT, has approved the City of Leesburg's request for funding assistance for sidewalks on State Route 3, State Route 32, and Firetower Road
- GDOT is committing up to \$304,000.00, or 70% of the project cost, whichever is less
- Failure to begin projects before March 30, 2022 may result in the cancellation of funds
- Awaiting notice from Leesburg regarding the status of this grant

Speed Limit Ordinance

- Approved by BOC at April 26, 2022 meeting
- Staff has submitted documents to GDOT

- Requested DOT examine Old Leesburg Road/State Route 133
- · Awaiting GDOT approval

SPLOST VII

- Collection Began: October 1, 2019
- Collection Expires: September 30, 2025

SPLOST VIII

Possible Ballot Year: 2024

Storm Drainage Repair/ Holding Ponds

- Lumpkin Road
 - BOC approved a contract with Lanier Engineering to survey in March 2020
 - Survey completed June 2020
 - BOC currently reviewing plans and options
- Liberty Holding Pond (Doublegate)
 - BOC approved a contract with engineer Mike Talley to design
 - BOC approved a contract with Lanier Engineering to survey in February 2019
 - Under review

TSPLOST

- Collection: April 1, 2019 March 31, 2024
- Cities and County began receiving revenue in May 2019

TSPLOST II

- Possible Ballot Year: November 2022
- Joint meeting held Tuesday, June 21, 2022 at 5:00pm

RFPs and RFQs

Open

Residential and Commercial Curbside Garbage Services

- Pre-Bid Meeting: August 9, 2022
- Bid Opening: August 23, 2022
- Results to be brought before the Board on August 23, 2022
- Previous Bid Opening: June 7, 2022
- Results brought before the Board on June 28, 2022
 - Bids rejected
- Services to begin September 2023

Resurfacing of Haley Drive

- Pre-Bid Meeting: July 12, 2022
- Bid Opening: August 2, 2022
- Results to be brought before the Board on August 9, 2022

Landfill Retaining Wall Phase II

- Pre-Bid Meeting: July 28, 2022
- Bid Opening: August 11, 2022
- Results to be brought before the Board on August 23, 2022

Recently Awarded

Water System Improvement Project- Highway 82

- Bid Opening: January 6, 2022
- BOC awarded bid on January 11, 2022 to Popco, Inc. to not exceed \$829,621.26
- BOC awarded Engineering Services, following a RFQ, to Lanier Engineering on September 14, 2021
- All easements received and recorded in Superior Court

Future

LED Lighting in County Buildings

- Approved by BOC at March 23, 2021 meeting
- Projected Bid Opening: TBD

ADA Compliant Website

- Staff writing RFP documents
- Projected Bid Opening: TBD

County Building Painting Services

- Approved by BOC at March 23, 2021 meeting
- Staff writing RFP documents
- Projected Bid Opening: TBD

Courthouse Window Coverings

- Approved by BOC at May 25, 2021 meeting
- · Staff writing RFP documents
- Projected Bid Opening: TBD

Flooring Services

- Approved by BOC at April 27, 2021 meeting
- Staff writing RFP documents
- Projected Bid Opening: TBD

Extended Sewer Installation on Hwy 19

- Approved by BOC at June 22, 2021 meeting
- Staff writing RFQ documents
- Projected Bid Opening: TBD



MEMORANDUM LEE COUNTY BOARD OF COMMISSIONERS

Life works well here.

TO: Honorable Board of County Commissioners

SUBJECT: Resurfacing of Haley Drive

MEETING DATE: Tuesday, August 9, 2022

MOTION/RECOMMENDATION

Motion to award the bid for the Haley Drive Road Resurfacing. Staff recommends awarding the bid to Oxford Construction Company, the lowest responsive bidder, for a total cost of \$289,893.15.

BACKGROUND

Sealed written bids were accepted from qualified vendors for the Resurfacing of Haley Drive. All bids were opened during a public bid opening at 2:05pm on Thursday, August 2, 2022 in the Opal Cannon Auditorium of the T. Page Tharp Governmental Building.

Sealed written bids were received from three (3) vendors:

Griffin Grading \$309,859.62 Oxford Construction \$289,893.15 Reeves Construction \$297,607.00

ATTACHMENTS

Recommendation from Brent Davis, Reliable Engineering Bid Tabulation

August 3, 2022

Christi Dockery, County Manager Lee County Board of Commissioners 102 Starksville Avenue North Leesburg, Georgia 31763



RE: ROAD RESURFACING SERVICES: HALEY DRIVE LEE COUNTY BOARD OF COMMISSIONERS RELIABLE ENGINEERING PROJECT #.: 22-011

Ms. Dockery:

The bid opening for the construction of the above project was held on Tuesday, August 2nd, 2022 at 2:00 P.M. in accordance with the Invitation to Bid.

The following people were in attendance:

Brent Davis
Don Deriso
Reeves Construction Company
Jay Griffith
Oxford Construction Company
Jamie Weeks
Griffin Grading and Concrete
Christi Dockery
Danny Keener
Lee County Board of Commissioners
Joey Davenport
Lee County Board of Commissioners

Three (3) bids were received and, at said place and time, were opened and read aloud. A copy of the bid tabulation showing the bids is attached.

The bids were:

Oxford Construction Company	\$289,893.15
Reeves Construction Company	\$297,607.00
Griffin Grading and Concrete	\$309,859.62

I have reviewed the bid packages submitted by each Contractor and have found them all to be in accordance with the contract requirements and qualified for this project.

It is my recommendation that Lee County award the project to the low bidder, Oxford Construction Company, for the amount of \$289,893.15 (Two Hundred Eighty-Nine Thousand, Eight Hundred Ninety-Three Dollars and 15/100).

Sincerely,

RELIABLE ENGINEERING, LLC

Brent Davis

Project Engineer

BID TABULATION ROAD RESURFACING SERVICES: HALEY DRIVE LEE COUNTY, GEORGIA PROJECT NO. 22-011

				CON	COMPANY COMPANY						_	CONCRETE, LLC		
NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	E	XTENSION	U	NIT PRICE	E	XTENSION	UN	IT PRICE	E	XTENSION
1	Mobilization & Demobilization	1	LS	\$ 18,500.00	\$	18,500.00	\$	10,000.00	\$	10,000.00	\$	15,492.96	\$	15,492.96
2	Bonding & Insurance	1	LS	\$ 1,650.00	\$	1,650.00	\$	2,000.00	\$	2,000.00	\$	3,357.35	\$	3,357.35
3	Traffic Control	1	LS	\$ 4,700.00	\$	4,700.00	\$	18,535.00	\$	18,535.00	\$	21,943.43	\$	21,943.43
4	Road Patch	98.9	LS	\$ 155.00	\$	15,329.50	\$	225.00	\$	22,252.50	\$	187.20	\$	18,513.85
5	Milling Areas Flat	350	LS	\$ 1.25	\$	437.50	\$	9.00	\$	3,150.00	\$	7.81	8	2,732.69
6	Milling Turn Lane Taper for Joint	790	TONS	\$ 5.00	\$	3,950.00	\$	4.00	\$	3,160.00	\$	3.18	\$	2,513.39
7	1.5* 9.5 mm Resurfacing @ 165 lbs/sy	1900	TONS	\$ 113.90	\$	216,410.00	\$	110.00	\$	209,000.00	\$	112.72	\$	214,167.45
8	Solid High Build White Striping, Fog Lines	3.05	LM	\$ 1,290.00	\$	3,934.50	\$	1,250.00	\$	3,812.50	\$	1,500.00	\$	4,575.00
9	High Build Yellow Centerline Striping, In-Kind	1.47	LM	\$ 2,580.00	\$	3,792.60	\$	2,500.00	\$	3,675.00	\$	3,000.00	\$	4,410.00
10	Thermo Stop Bars	3	EA	\$ 215.00	\$	645.00	\$	500.00	\$	1,500.00	\$	250.00	\$	750.00
11	Raise Pavement Markers	1.47	EA	\$ 1,615.00	\$	2,374.05	\$	1,600.00	\$	2,352.00	\$	2,940.00	\$	4,321.80
12	Shoulder Grading	1.58	LM	\$ 11,500.00	\$	18,170.00	\$	11,500.00	\$	18,170.00	\$	10,810.95	\$	17,081.29
	Correction for Tabulation Errors								101103				\$	0.4

BASE BID

OXFORD CONSTRUCTION | REEVES CONSTRUCTION |

\$ 289,893.15

\$ 297,607.00

GRIFFIN GRADING AND

\$ 309,859.62

I certify that his is an accurate tabulation of bids opened on August 2nd, 2022 @ 2:05 PM

Brent Davis, P.E., Project Engineer

JOINT RESOLUTION OF THE BOARD OF COMMISSIONERS
OF LEE COUNTY, GEORGIA, THE GOVERNING BODY OF THE CITY
OF LEESBURG, AND THE GOVERNING BODY OF THE CITY OF
SMITHVILLE, APPROVING AND AUTHORIZING EXECUTION OF AN
INTERGOVERNMENTAL CONTRACT AMONG LEE COUNTY, THE CITY OF
LEESBURG, AND THE CITY OF SMITHVILLE CONCERNING A ONE
PERCENT TRANSPORTATION SPECIAL PURPOSE LOCAL OPTIONS SALE
AND USE TAX AS AUTHORIZED BY GEORGIA LAW; PROVIDING FOR AN
EFFECTIVE DATE; PROVIDED FOR THE RESCISSION OF PREVIOUS
RESOLUTIONS AND CONFLICT HEREWITH; AND FOR OTHER PURPOSES

WHEREAS, O.C.G.A. § 48-8-260, et. seq. (the "ACT") authorizes the levy of a one percent county Transportation Special Purpose Local Options Sale Tax (the "TSPLOST") for the purpose of financing transportation purposes and projects for the use and benefit of Lee County and qualified municipalities within Lee County; and

WHEREAS, an existing TSPLOST approved by the voters on the 6th day of November, 2018, which became effective on April 1, 2019 (the "2019 TSPLOST"), remains in effect as of the effective date of the Resolution; and

WHEREAS, Lee County ("Lee County"), the City of Leesburg ("Leesburg"), and the City of Smithville ("Smithville"), both Leesburg and Smithville being designated as "municipalities" under the provisions O.C.G.A. § 48-8-260, desire to utilize the proceeds of a subsequent TSPLOST to become effective beginning on the first day of the calendar quarter after the Commissioner of the Georgia Department of Revenue has determined that the existing TSPLOST, approved by the voters of Lee County on the 6th day of November, 2018 (the "2019 TSPLOST"), will have raised revenues sufficient to provide to the special district net proceeds from the tax equal to or greater than the amount specified as the maximum amount of proceeds to be raised by the 2019 TSPLOST, or on the 1st day of April, 2024, whichever date shall first

occur for transportation purposes and projects as authorized under O.C.G.A. § 48-8-260, et. seq; and

WHEREAS, Lee County, Leesburg, and Smithville previously met, beginning with an initial meeting on June 21, 2022, to discuss possible transportation purposes and projects for inclusion in a TSPLOST referendum to be held on November 8, 2022, in accord with the requirements of O.C.G.A. § 48-8-262(a)(2), and all written and timely notices required with respect to such meeting were provided as required by such statute; and

WHEREAS, Lee County, Leesburg, and Smithville have negotiated a division of the TSPLOST proceeds among such jurisdictions as authorized by the ACT; and

WHEREAS, the ACT requires that Lee County, Leesburg, and Smithville enter into an Intergovernmental Contract for the use and distribution of proceeds from the TSPLOST; and

WHEREAS, Lee County, Leesburg, and Smithville negotiated an agreed-upon division of the TSPLOST proceeds as authorized by the ACT prior to the Call of the referendum and prior to the vote of the County to impose the TSPLOST; and

WHEREAS, the County did adopt a resolution to impose the TSPLOST; and

WHEREAS, the County agreed to the Call of a referendum for the purpose of allowing the qualified registered electors of Lee County to vote on whether to authorize the County to impose the TSPLOST on November 8, 2022; and

WHEREAS, now Lee County, Leesburg, and Smithville, deem it appropriate to enter into an Intergovernmental Contract with respect to such matters pursuant to the previsions of O.C.G.A. § 48-8-262, such intergovernmental contract being attached to this Joint Resolution as Exhibit "A"; and

WHEREAS, such intergovernmental contract shall become void in the event that the electors of Lee County do not approve the imposition of the new TSPLOST at the November 8, 2022 election.

WHEREAS, for the purposes of this Resolution, the TSPLOST which will be the subject of the requested call of a Special Election Referendum to be held on November 8, 2022, shall be referred to as the "2024 TSPLOST"; and

NOW THEREFORE, BE IT RESOLVED by the governing body of Lee County, BE IT RESOLVED by the governing body of The City of Leesburg, BE IT RESOLVED by the governing body of The City of Smithville, as follows:

- That the proposed Intergovernmental Contract attached to this Joint Resolution as Exhibit "A" with respect to the 2024 TSPLOST is hereby approved and authorized.
- 2. That the Chair of the Lee County Commissioners authorized to execute the Intergovernmental Contract attached hereto as Exhibit "A", and the County Clerk is authorized to attest the Chair's signature thereon.
- 3. That the Mayor of The City of Leesburg is authorized to execute the Intergovernmental Contract attached hereto as Exhibit "A", and the City Clerk is authorized to attest the Mayor's signature thereon.
- 4. That the Mayor of The City of Smithville is authorized to execute the Intergovernmental Contract attached hereto as Exhibit "A", and the City Clerk is authorized to attest the Mayor's signature thereon.
- 5. That the parties agree to comply with the terms of such Intergovernmental Contract as adopted pursuant to this Resolution.

SO RESOLVED, this 24 day o	f July , 2022, by the governing body
of Lee County.	
	Board of Commissioners of Lee County, Georgia By: Chairman Attest: Kaityn Sawyer County Clerk
SO RESOLVED, this day of the City of Leesburg, Georgia.	of JULY, 2022, by the governing body
	The City of Leesburg, Georgia
	Attest: City Clerk
SO RESOLVED, this day of	of July , 2022, by the governing body
of the City of Smithville, Georgia.	
	The City of Smithville, Georgia
	Attest: (anandra burton
	City Clerk

EXHIBIT A

STATE OF GEORGIA

COUNTY OF LEE

INTERGOVERNMENTAL CONTRACT FOR THE USE AND DISTRIBUTION OF PROCEEDS FROM THE 2024 TRANSPORTATION SPECIAL PURPOSE LOCAL OPTION SALES TAX FOR LEE COUNTY, THE CITY OF LEESBURG, AND THE CITY OF SMITHVILLE

This Intergovernmental Contract (the "Contract") is made and entered into effective the 29 day of Joly, 2022, by and between the Board of Commissioners of Lee County, a political subdivision of the State of Georgia (the "County"), the City of Leesburg, Georgia ("City of Leesburg"), and the City of Smithville, Georgia, ("City of Smithville"), both cities being municipal corporations of the State of Georgia and being sometimes referred to herein as the "Municipalities," individually and collectively.

WITNESSETH:

WHEREAS, O.C.G.A. §48-8-260, et. seq. (the "Act") authorizes the levy of a County Transportation Special Purpose Local Option Sales Tax (the "TSPLOST") for the purpose of financing transportation purposes and projects for the use and benefit of the County and qualified municipalities within the County; and

WHEREAS, the County and Municipalities initially met to discuss possible projects for inclusion in the TSPLOST referendum on the 21st day of June 2022, in accord with the requirements of *O.C.G.A.* §48-8-262(a)(2); and

WHEREAS, the County and the Municipalities have negotiated a division of the Transportation Special Purpose Local Option Sales Tax ("TSPLOST") proceeds as authorized by the Act.

NOW, THEREFORE, in consideration of the mutual promises and understandings made in this Agreement, and for other good and valuable consideration, the County and the Municipalities consent and agree as follows:

Section 1. Representations and Mutual Covenants

- A. The County makes the following representations and warranties which may be specifically relied upon by all parties as a basis for entering this Contract.
- (i) The County is a political subdivision duly created and organized under the Constitution and laws of the State of Georgia.

- (ii) The governing authority of the County is duly authorized to execute, deliver and perform this Contract.
- (iii) This Contract is a valid, binding, and enforceable obligation of the County.
- (iv) The County will take all actions necessary to call a referendum election to be held in all voting precincts in the County on the 8th day of November, 2022, for the purpose of submitting to the voters of the County for their approval the question of whether or not a TSPLOST shall be imposed on all sales and uses within the special district of Lee County for a period of five (5) years, commencing on the first day of the calendar quarter after the Commissioner of the Georgia Department of Revenue has determined that the existing TSPLOST, approved by the voters of Lee County on the 6th day of November, 2018 (the "2019 TSPLOST"), will have raised revenues sufficient to provide to the special district net proceeds from the tax equal to or greater than the amount specified as the maximum amount of proceeds to be raised by the 2019 TSPLOST, or on the 1st day of April, 2024, whichever date shall first occur, to raise an estimated \$23,000,000.00 to be used for funding transportation purposes and projects more specifically described on Exhibit "A" attached hereto and incorporated herein. The referendum ballot shall include authority for the raising of the amount from the TSPLOST of the above stated amount.
- B. Each of the Municipalities makes the following representations and warranties which may be specifically relied upon by all parties as a basis for entering this Contract:
- (i) Each Municipality is a municipal corporation duly created and organized under the Laws of the State of Georgia.
- (ii) The governing authority of each Municipality is duly authorized to execute, deliver, and perform this Contract.
- (iii) This Contract is a valid, binding, and enforceable obligation of each Municipality.
- (iv) Each Municipality is a qualified municipality as defined in O.C.G.A. §48-8-260(3).
- (v) Each Municipality is located entirely or partially within the geographic boundaries of the special tax district created in the County.
- C. It is the intention of the County and Municipalities to comply in all respects with <u>O.C.G.A.</u> §48-8-260, et. seq. and all provisions of this Agreement shall be construed in light of O.C.G.A. §48-8-260, et. seq.
- D. The County and Municipalities agree to promptly proceed with the purposes and projects specified in Exhibit "A" of this Contract upon and after the commencement

date of the TSPLOST.

- E. The County and Municipalities agree that each approved TSPLOST purpose and project approved in accord with the terms of this Contract shall be maintained as a public facility and in public ownership. If ownership of a purpose or project financed pursuant to this Contract is transferred to private ownership, the proceeds of the sale shall, for the purposes of this Contract, be deemed excess funds and disposed of as provided in Section 6 hereof.
- F. The County and Municipalities agree to maintain thorough and accurate records concerning receipt of TSPLOST proceeds and expenditures for each purpose and project undertaken by the respective county or municipalities as required herein in fulfilling the terms of this Contract.

Section 2. Conditions Precedent

- A. The obligations of the County and Municipalities pursuant to this Contract are conditioned upon the adoption of a Resolution ("Resolution") of the County calling for the imposition of the TSPLOST in accordance with the provisions of <u>O.C.G.A.</u> §48-8-262(d).
- B. The obligations of the County and Municipalities pursuant to this Contract are further conditioned upon the County, acting through its duly elective Board of Commissioners, calling an Election to be held on the date provided in this agreement, for the purpose submitting to the qualified voters of Lee County for their determination and question whether a Transportation Special Purpose Local Option Sales and Use Tax of 1 percent shall be imposed on all sales and uses, as authorized by the Act, in Lee County.
- C. The obligations of the County and Municipalities pursuant to this Contract are further conditioned upon the approval of the proposed imposition of the TSPLOST by the qualified electors of the County in a referendum to be held in accordance with the provisions of O.C.G.A. §48-8-263.
- D. The obligations of the County and Municipalities pursuant to this Contract are further conditioned upon the collecting of the TSPLOST revenues by the State Department of Revenue and such revenues, less the one percent paid into the general fund of the State Treasury pursuant to <u>O.C.G.A.</u> §48-8-267(a)(1), being transferred to the County.

Section 3. Effective Date and Term of the Tax

The TSPLOST, subject to approval in an election to be held on the 8th day of November 2022, shall continue for a period of five (5) years with collections beginning on the first day of the calendar quarter after the Commissioner of the Georgia Department of Revenue has determined that the existing TSPLOST, approved by the voters of Lee County on the 6th day of November, 2018 (the "2019 TSPLOST"), will have raised revenues sufficient to provide to the special district net proceeds from the tax equal to or greater than the amount specified as the maximum amount of proceeds to be raised by the 2019

TSPLOST, or on the 1st day of April, 2024, whichever date shall first occur.

Section 4. Effective Date and Term of This Contract

This Contract shall commence upon the date of its execution and shall terminate upon the later of:

- (i) The official declaration of the failure of the election described in this Contract;
- (ii) The expenditure by the County and all of the Municipalities of the last dollar of money collected from the TSPLOST after the expiration of the TSPLOST; or
- (iii) The completion of all projects described in Exhibit "A"; subject, however, to any amendment or amendments to this Agreement adopted by the parties regarding as authorized by Section 6 hereof.
- (iv) Notwithstanding the foregoing, in no event shall this contract be in effect for more than a fifty (50) year period.

Section 5. County TSPLOST Fund; Separate Accounts; No Commingling

- A. A special fund or account shall be created by the County and designated as the 2024 Lee County Transportation Special Purpose Local Option Sales Tax Fund ("TSPLOST Fund"). The County shall select a local bank which shall act as a depository and custodian of the TSPLOST Fund upon such terms and conditions as may be acceptable to the County.
- B. The City of Leesburg shall create a special fund to be designated as the 2024 Leesburg Transportation Special Purpose Local Option Sales Tax Fund. The City of Smithville shall create a special fund to be designated as the 2024 Smithville Transportation Special Purpose Local Option Sales Tax Fund. Each Municipality shall select a local bank with a place of business in Lee County which shall act as a depository and custodian of the TSPLOST proceeds received by each Municipality upon such terms and conditions as may be acceptable to each respective Municipality.
- C. All TSPLOST proceeds shall be maintained by the County and each Municipality in the separate accounts or funds established pursuant to this Section. Except as provided in Section 6, TSPLOST proceeds shall not be commingled with other funds of the County or Municipalities and shall be used exclusively for the purposes and projects detailed in this Contract. No funds other than TSPLOST proceeds shall be placed in such funds or accounts.
- D. The County, the City of Leesburg, and the City of Smithville shall report to each other by December 31st of each calendar year during which such jurisdiction expends TSPLOST proceeds pursuant to this Agreement, upon the expenditure of the TSPLOST proceeds expended by that jurisdiction for the immediately preceding twelve (12) calendar

months. Such report shall include such items as may be determined by Lee County including, but not limited to, the date of expenditure, the payee, the amount of each expenditure, and the purpose of each expenditure. Each party to this Contract shall also prepare, publish in the Lee County legal organ, and file such reports regarding TSPLOST revenues and expenditures as may be required by Georgia law.

Section 6. Procedure for Disbursement of TSPLOST Proceeds

- A. With respect to the TSPLOST proceeds collected by the Georgia Department of Revenue ("DOR"), the DOR shall distribute such proceeds, less the one percent paid into the general fund of the State Treasury pursuant to <u>O.C.G.A.</u> §48-8-267(a)(1), directly to the County, to the City of Leesburg, and to the City of Smithville for deposit directly into the respective accounts established for such TSPLOST proceeds as required in Section 5 hereof. The monies in the TSPLOST Funds shall be held and applied by the parties to be expended for the transportation purposes and projects listed in Exhibit "A", and as provided in Paragraph B of this Section 6.
- B. The TSPLOST proceeds to be distributed by the DOR shall be disbursed to the respective parties according to the following percentages:
 - (a) City of Leesburg shall receive 10.23 % of such funds
 - (b) City of Smithville shall receive 4.00 % of such funds
 - (c) Lee County shall receive **85.77** % of such funds.
- C. Should any Municipality cease to exist as a legal entity before all funds are distributed under this Contract, that Municipality's share of the funds subsequent to dissolution shall be paid to the County as part of the County's share unless an act of the Georgia General Assembly makes the defunct Municipality part of another successor municipality. If such an act is passed and becomes law, the defunct Municipality's share shall be paid to the successor Municipality in addition to all other funds to which the successor Municipality would otherwise be entitled.
- D. Each party hereto shall, and does hereby, indemnify and hold the other parties harmless, from any and all claims, liabilities, obligations, damages, costs, and expenses (the "claims") which arise out of or result from the indemnifying party misappropriating, improperly expending, or failing to properly account for TSPLOST proceeds received by such indemnifying party. Such indemnification obligation includes, but is not limited to, any claims arising out of or resulting from any arbitrage costs, expenses, or reimbursements required by federal law and applicable regulations as a result of a party expending or not expending TSPLOST proceeds or bond proceeds, the repayment of which is secured by TSPLOST proceeds, in a manner as required by federal law or applicable regulations.
- E. For the purposes of this Contract, the term "excess proceeds" shall be defined as proceeds received from the TSPLOST in excess of the amount of proceeds anticipated to be collected as specifically provided in Section 1 of this Contract. In the event that there are any excess proceeds from the TSPLOST, then such excess proceeds shall first be distributed

to each party which has projects listed on Exhibit "A" which have not been completed, such distributions to be made in the same percentages to each such party hereunder as provided in this Section 6. Such excess proceeds shall be used to complete such projects. In the event that any party or parties has completed its projects listed on Exhibit "A", and there are excess proceeds, then the parties shall enter into an amendment or amendments to this Contract to provide for such additional transportation purposes or projects in the parties' respective jurisdictions upon which the parties may agree; provided, however, that, with respect to such additional transportation purposes and projects, the percentage of the TSPLOST proceeds to which each party is entitled under this Contract (as provided in this Section 6) shall remain the same and shall not be amended. In the event that the parties are unable to agree to an amendment or amendments to this Contract establishing the projects and the projected costs of projects to be constructed and completed with such excess proceeds, then the excess proceeds shall be utilized and distributed as provided in O.C.G.A. §48-8-269.5(F)(2).

Section 7. Projects

- A. All transportation purposes and projects to be funded from TSPLOST proceeds are listed in Exhibit "A" which is attached hereto and made apart hereof by such specific reference thereto.
- B. All transportation purposes and projects included in this Contract and which are listed in Exhibit "A" shall be funded from proceeds of the TSPLOST except as otherwise agreed upon the parties.

Section 8. Priority and Order of Project Funding

Transportation purposes and projects shall be fully or partially funded and constructed in accordance with the schedule found in Exhibit "A", but the order within which the respective parties shall undertake and complete their respective purposes and projects shall be solely determined by the respective parties as to their respective projects.

Section 9. Completion of Projects

- A. The County and Municipalities acknowledge that the costs shown for the transportation purposes and projects as set out in Exhibit "A" are estimated amounts, based upon the best and most reasonable information available to the parties at the time of approval and execution of this Contract.
- B. If a County Project has been satisfactorily completed at a cost less than the estimated cost listed for that project in Exhibit "A", the County may apply the remaining unexpended funds to any other County project in Exhibit "A".
- C. If a Municipal Project has been satisfactorily completed at a cost less than the estimated cost listed for that project in Exhibit "A", the Municipality may apply the remaining unexpended funds to any other project included for that Municipality in Exhibit "A".

D. The County and Municipalities agree that each approved TSPLOST project associated with this Agreement shall be completed or substantially completed within five years after the termination of the TSPLOST. Any TSPLOST proceeds held by a County or Municipality at the end of the five-year period shall, for the purposes of this Agreement, be deemed excess funds and disposed of as provided under this Agreement.

Section 10. Certificate of Completion

Within thirty (30) calendar days after the completion of a municipal transportation purpose of project listed in Exhibit "A", the Municipality owning the project shall file with the County a Certificate of Completion signed by the mayor of chief elected official of the respective Municipality, setting forth the date on which the purpose or project was completed, and the final cost of the purpose or project.

Section 11. Expenses

The County shall administer the TSPLOST Fund to effectuate the terms of this Contract and shall be reimbursed for the actual costs and expenses of administration of the TSPLOST Fund. Such administration costs and expenses shall be paid prior to any distribution of the TSPLOST funds to the Municipalities hereunder. Furthermore, the County and Municipalities shall be jointly responsible on a per capita basis for the cost of holding the TSPLOST election. The County shall be reimbursed for the costs of the election from the TSPLOST proceeds, including reimbursement of the Municipalities' share of such costs.

Section 12. Audits

- A. During the term of this Contract, the distribution and use of all TSPLOST proceeds deposited in the TSPLOST Fund and each Municipal fund shall be audited annually by an independent certified public accounting firm in accordance with <u>O.C.G.A.</u> §48-8-269.5(a)(2). The County and each Municipality receiving TSPLOST proceeds shall be responsible for the cost of their respective audits. The County and the Municipalities agree to cooperate with the independent certified public accounting firm in any audit by providing all necessary information. The firm conducting such annual audit may, but is not required to be, be the same firm which conducts the annual audit for the respective parties.
- B. The County and Municipalities agree that they must maintain a record of each and every purpose and project for which the proceeds of the TSPLOST are used by each such party. A schedule shall be included in each annual audit of the County, and in each annual audit of each Municipality, which shows for each purpose and project in the Resolution calling for the Imposition of the tax, the original estimated cost, the current estimated cost if it is not the original estimated cost, the amount expended in prior years, and the amount expended in the current year. The Auditor shall verify and test expenditures sufficient to provide assurances that the schedule is fairly representative in relation to the respective financial statements of the County and Municipalities. The auditor's report on the respective financial statements of the County and Municipalities shall include an Opinion, or disclaimer

of Opinion, as to whether the schedule is presented fairly in all material respects in relation with the financial statements taken as a whole.

C. Each Municipality shall provide the County a copy of the audit of the distribution and use of the TSPLOST proceeds by the Municipality.

Section 13. Notices

All notices, consents, waivers, directions, requests or other instruments or communications provided for under this Agreement shall be deemed properly given when delivered personally or sent by registered or certified United States mail, postage prepaid, as follows:

Ms. Christi Dockery, County Manager Lee County Board of Commissioners 102 Starksville Avenue, North Leesburg, Georgia 31763

> Mr. Billy Breeden, Mayor City of Leesburg, Georgia P.O. Box 890 Leesburg, Georgia 31763

Mr. Vincent Cutts, Mayor City of Smithville, Georgia P.O. Box 180 Smithville, Georgia 31787

Section 14. Entire Agreement

This Contract, including any attachments or exhibits, constitutes all of the understandings and agreements existing between the County and the Municipalities with respect to distribution and use of the proceeds from the TSPLOST. Furthermore, this Contract supersedes all prior agreements, negotiations and communications of whatever type, whether written or oral, between the parties hereto with respect to distribution and use of said TSPLOST. Provided, however, that nothing herein shall be construed to amend, modify, or revoke any existing agreements among the parties with respect to prior SPLOST and TSPLOST referenda and the distribution and expenditure of the tax proceeds from such prior SPLOST and TSPLOST referenda.

Section 15. Amendments

This Contract shall not be amended or modified except by a written agreement which is approved and executed by the governing bodies which are parties to this Contract. Nothing in this Contract shall prohibit the parties from jointly amending this Contract, including, but

not limited to, amendments related to the amount of TSPLOST funds to be expended for projects for which the funds resulting from imposition of the TSPLOST are to be utilized as contemplated by this Contract; provided, however, that no amendment to this Contract shall change or alter the total amount of sales and use tax proceeds to be raised by TSPLOST unless such amendment relates to the expenditure of excess proceeds as herein defined.

Section 16. Governing Law

This Contract shall be deemed to have been made and shall be construed and enforced in accordance with the laws of the State of Georgia.

Section 17. Severability

Should any phrase, clause, sentence, or paragraph of this Contract be held invalid or unconstitutional, the remainder of the Contract shall remain in full force and effect as if such invalid or unconstitutional provision were not contained in the Contract unless the elimination of such provision detrimentally reduces the consideration that any party is to receive under this Contract or materially affects the operation of this Contract.

Section 18. Compliance with Law

- (A) The County and the Municipalities shall comply with all applicable local. State, and Federal statutes, ordinances, rules and regulations relating to the imposition, receipt, and expenditure of the TSPLOST and the proceeds therefrom. Specifically, and not by way of limitation of the foregoing, the parties do further agree that all expenditures of TSPLOST proceeds under this Contract shall be made by each respective jurisdiction in accord with applicable Georgia Law, and that no proceeds from the TSPLOST shall be utilized for any purpose which is not authorized by Georgia law.
- (B) In the event that one or both Municipalities shall fail to comply with the requirements of this Contract or Georgia law applicable to this Contract, the County shall have no liability for such non-compliance in any manner. In the event that the County shall fail to comply with the requirements of this Contract or Georgia law applicable to this Contract, the Municipalities shall have no liability for such non-compliance in any manner.

Section 19. No Consent to Breach

No consent or waiver, express or implied, by any party to this Contract, to any breach of any covenant, condition or duty of another party shall be construed as a consent to or waiver of any future breach of the same.

Section 20. Counterparts

This Contract may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 21. Mediation

The County and Municipalities agree to submit any controversy arising under this Contract to mediation for a resolution. The parties to the mediation shall mutually select a neutral party to serve as mediator. Costs of mediation shall be shared equally among the parties to the mediation.

Section 22. Approval of Agreement

Notwithstanding any other provision of this Contract, in the event that either the City of Leesburg nor the City of Smithville do not approve and execute this intergovernmental Contract by the close of business on Monday, August 1, 2022, then the provisions of such Contract shall not take effect, and the proceeds from TSPLOST shall be remitted by the DOR to and expended solely by Lee County, and the maximum rate of the tax shall not exceed 0.75 percent and such rate shall be determined solely by the governing authority of Lee County.

IN WITNESS WHEREOF, the County and the Municipalities acting through their duly authorized agents have caused this Agreement to be signed, sealed and delivered effective the date and year first above written.



Board	of Commissioners
of Lee	County, Georgia

Chairman Sauves

Clerk 0

City of Leesburg, Georgia

By: Billy Beelly

Attest: City Clerk

City of Smithville, Georgia

By: Vincent V. Cuts

Attest: (an andra Derta

EXHIBIT A

Lee County Transportation Purposes Total County Cost: \$23,000,000.00 LEE COUNTY **Estimated Cost Transportation Purpose** Road, street, and bridge purposes, including but not limited to: (i) acquisition of rights of way for \$19,727,100.00 roads, streets, bridges, sidewalks, and bicycle paths: (ii) construction of roads, streets, bridges, (85.770%) sidewalks, and bicycle paths; (iii) renovation and improvement of roads, streets, bridges, sidewalks, and bicycle paths; (iv) relocation of utilities for roads, streets, bridges, sidewalks, and bicycle paths; (v) improvement of surface-water drainage from roads, streets, bridges, sidewalks, and bicycle paths; (vi) patching, leveling, milling, widening, shoulder preparation, culvert repair, and other repairs necessary for the preservation of roads, streets, bridges, sidewalks, and bicycle paths; (vii) roadside mowing; (viii) intersection improvements; (ix) road striping; (x) road signage; (xi) maintaining roads, streets, bridges, sidewalks, and bicycle paths; (xii) a capital outlay project or projects consisting of any of the foregoing to be owned, operated, or administered by the state and located, in whole or in part, in Lee County; (xiii) equipment used for constructing and maintaining roads, streets, bridges, sidewalks, and bicycle paths; and (xiv) all accompanying infrastructure and services necessary to provide access to roads, streets, bridges, sidewalks, and bicycle paths. At least 30 percent of the amount spent for road, street, and bridge purposes shall be consistent with the state-wide strategic transportation plan as defined in O.C.G.A. § 32-2-22(a)(6).

TSPLOST Lee County

30% Statewide Strategic Plan	5,918,130.00
Construction of Roads, Streets and Bridges	5,529,485.00
Patching, leveling, milling, widing, shoulder repair, culvert repair	150,000.00
Renovation and improvements of roads	3,429,485.00
Acquisition of right of way	200,000.00
Relocation of utilities	600,000.00
Improvements of surface water drainage	1,000,000.00
Intersection Improvements	500,000.00
Road Striping	300,000.00
Road Signage	225,000.00
Maintaining Roads, Streets and Bridges	500,000.00
Equipment	1,375,000.00

Lee County Transportation Purposes

Total County Cost: \$23,000,000.00

LEESBURG

Transportation Purpose reet, and bridge purposes, including

\$2,352,900.00 (10.230%)

Estimated Cost

Road, street, and bridge purposes, including but not limited to: (i) acquisition of rights of way for roads, streets, bridges, sidewalks, and bicycle paths; (ii) construction of roads, streets, bridges, sidewalks, and bicycle paths; (iii) renovation and improvement of roads, streets, bridges, sidewalks, and bicycle paths; (iv) relocation of utilities for roads, streets, bridges, sidewalks, and bicycle paths; (v) improvement of surface-water drainage from roads, streets, bridges, sidewalks, and bicycle paths; (vi) patching, leveling, milling, widening, shoulder preparation, culvert repair, and other repairs necessary for the preservation of roads, streets, bridges, sidewalks, and bicycle paths; (vii) roadside mowing; (viii) intersection improvements; (ix) road striping; (x) road signage; (xi) maintaining roads, streets, bridges, sidewalks, and bicycle paths; (xii) a capital outlay project or projects consisting of any of the foregoing to be owned, operated, or administered by the state and located, in whole or in part, in Leesburg; (xiii) equipment used for constructing and maintaining roads, streets, bridges, sidewalks, and bicycle paths; and (xiv) all accompanying infrastructure and services necessary to provide access to roads, streets, bridges, sidewalks, and bicycle paths. At least 30 percent of the amount spent for road, street, and bridge purposes shall be consistent with the state-wide strategic transportation plan as defined in O.C.G.A. § 32-2-22(a)(6).

City of Leesburg TSPLOST

30% Statewide Strategic Plan	\$ 705,870.00
Construction of Roads, Streets, Sidewalks, bicycle Paths, Parking and Bridges	\$ 723,530.00
Patching, leveling, milling, widing, shoulder repair, culvert repair	\$ 118,000.00
Renovation and improvements of roads	\$ 292,600.00
Acquisition of right of way	\$ 24,900.00
Relocation of utilities	\$ 23,000.00
Improvements of surface water drainage	\$ 75,000.00
Intersection Improvements	\$ 70,000.00
	\$ 50,000.00
Road Striping	\$ 45,000.00
Road Signage Maintaining Roads, Streets and Bridges	\$ 70,000.00
Equipment	\$ 155,000.00
	\$ 2,352,900.00

Lee County Transportation Purposes Total County Cost: \$23,000,000.00

SMITHVILLE

Transportation Purpose	Estimated Cost
Road, street, and bridge purposes, including but not limited to: (i) acquisition of rights of way for roads, streets, bridges, sidewalks, and bicycle paths; (ii) construction of roads, streets, bridges, sidewalks, and bicycle paths; (iii) renovation and improvement of roads, streets, bridges, sidewalks, and bicycle paths; (iv) relocation of utilities for roads, streets, bridges, sidewalks, and bicycle paths; (v) improvement of surface-water drainage from roads, streets, bridges, sidewalks, and bicycle paths; (vi) patching, leveling, milling, widening, shoulder preparation, culvert repair, and other repairs necessary for the preservation of roads, streets, bridges, sidewalks, and bicycle paths; (vii) roadside mowing; (viii) intersection improvements; (ix) road striping; (x) road signage; (xi) maintaining roads, streets, bridges, sidewalks, and bicycle paths; (xii) a capital outlay project or projects consisting of any of the foregoing to be owned, operated, or administered by the state and located, in whole or in part, in Smithville; (xiii) equipment used for constructing and maintaining roads, streets, bridges, sidewalks, and bicycle paths; and (xiv) all accompanying infrastructure and services necessary to provide access to roads, streets, bridges, sidewalks, and bicycle paths. At least 30 percent of the amount spent for road, street, and bridge purposes shall be consistent with the state-wide strategic transportation plan as defined in O.C.G.A. § 32-2-22(a)(6).	\$920,000.00 (4.000%)

City of SMITHVILLE TSPLOST

30% Statewide Strategic Plan	\$	276,000.00
Construction of Roads, Streets, Sidewalks, bicycle Paths, Parking and Bridges	\$	125,000.00
Patching, leveling, milling, widing, shoulder repair, culvert repair	\$	90,000.00
Renovation and improvements of roads	\$	154,000.00
Acquisition of right of way	\$	15,000.00
Relocation of utilities	\$	15,000.00
Improvements of surface water drainage	\$	30,000.00
ersection Improvements	\$	15,000.00
Road Striping	\$	10,000.00
Road Signage	\$	10,000.00
Maintaining Roads, Streets and Bridges	\$	100,000.00
Equipment	\$	80,000.00
	Ś	920,000.00