



# BOARD OF COUNTY COMMISSIONERS

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

TUESDAY, SEPTEMBER 13, 2022 AT 6:00 P.M.

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

MEETING AGENDA  
WORK SESSION

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## COUNTY COMMISSIONERS

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

## COUNTY STAFF

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

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- |   | <u>PAGE</u>           |
|---|-----------------------|
| 1. <b><u>INVOCATION</u></b><br>Matthew Lampley, Executive Pastor of First Baptist Church Albany, to lead the invocation.  |                       |
| 2. <b><u>PLEDGE OF ALLEGIANCE</u></b>   |                       |
| 3. <b><u>CALL TO ORDER</u></b>  |                       |
| 4. <b><u>APPROVAL OF MINUTES</u></b><br>(A) Consideration to approve the minutes for the Board of Commissioners meeting for August 23, 2022.  | A - D                 |
| 5. <b><u>CONSENT AGENDA</u></b><br>NONE   |                       |
| 6. <b><u>NEW BUSINESS</u></b><br>(A) Stormwater Engineer Mike Talley, Flint River Consulting, to present the mid-year review.   | 1 - 2                 |
| 7. <b><u>PUBLIC HEARING</u></b><br>(A) A Public Hearing will be held to set the millage rate.<br><br>Consideration to adopt a resolution to set the 2022 millage rate.  | 3 - 6                 |
| 8. <b><u>DEPARTMENTAL MATTERS</u></b><br><b><u>Building Inspection/Business Licensing</u></b><br>(A) Consideration to approve an alcohol license application for Kenny Yelton, Family Dollar, for the off-premises retail sale of malt beverages & wine.<br><br><b><u>E-911</u></b><br>(B) Consideration to approve the construction of the new telecommunications tower. | 7 - 18<br><br>19 - 21 |
| 9. <b><u>CONSTITUTIONAL OFFICERS &amp; GOVERNMENTAL BOARDS/AUTHORITIES</u></b><br>NONE  |                       |

- 10. COUNTY MANAGER'S MATTERS**
- (A) Updates on County projects. 22 - 26
  - (B) Consideration to approve an updated Schedule of Fees and Charges. 27 - 41
  - (C) Consideration to declare vehicles and equipment surplus. 42
  - (D) Consideration to approve the application for FY 2023 LMIG funds. 43 - 68
- 11. COMMISSIONER'S MATTERS**  
NONE
- 12. UNFINISHED BUSINESS**  
NONE
- 13. COUNTY ATTORNEY'S MATTERS**
- (A) Consideration to approve the Assignment of Bonds, Lease and Other Bond Documents by and between SR Desoto LLC, SR DeSoto I, LLC, the Lee County Development Authority, the Lee County Board of Commissioners, the Lee County Board of Tax Assessors, and the Lee County Tax Commissioner. 69 - 74
  - (B) Consideration to approve Amendment No. 1 to the Amended and Restated Memorandum of Understanding between SR Desoto LLC, SR DeSoto I, LLC, the Lee County Development Authority, the Lee County Board of Commissioners, the Lee County Board of Tax Assessors, and the Lee County Tax Commissioner. 75 - 81
  - (C) Consideration to approve an Intergovernmental Contract with the Lee County Development Authority with respect to the development and construction of a hospital. 82 - 90
- 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 next regularly scheduled County Commission Meeting is **Tuesday, September 27, 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, AUGUST 23, 2022 6:00 P.M.

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

MEETING MINUTES  
VOTING SESSION

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### COUNTY COMMISSIONERS

Billy Mathis, Chairman	District 3
John Wheaton, Vice-Chairman	District 1
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	District 4

### COUNTY STAFF

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

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The Lee County Board of Commissioners met in a voting session on Tuesday, August 23, 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, Commissioner Luke Singletary, and Commissioner George Walls. Staff in attendance was County Manager Christi Dockery, County Attorney Jimmy Skipper, and County Clerk Kaitlyn Sawyer. Vice-Chairman John Wheaton called in. The meeting was also streamed on Facebook Live. Chairman Mathis called the meeting to order at 6:00pm.

### INVOCATION

Chairman Mathis 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 August 9, 2022.**  
Commissioner Walls made the **MOTION** to approve the Board of Commissioners meeting minutes for August 9, 2022. Commissioner Singletary seconded the **MOTION**. The **MOTION** was unanimous with Commissioner Wheaton 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 Tollefson – Firefighter/EMT-B  
15 years – Geoffrey Williamson – Firefighter/Paramedic  
15 years – Jeremy Morey – Director, Parks and Recreation  
20 years – Coleman Williams – Assistant Fire Chief/EMA Director

### PUBLIC HEARING

NONE

## DEPARTMENTAL MATTERS

### Parks & Recreation

- (A) **Consideration to authorize staff to put out a bid for a storage building.**

County Manager Christi Dockery stated that this project was approved within the budget for SPLOST VII. Parks & Recreation Director Jeremy Morey added that this storage building would be located near the office on Park Street. Chairman Mathis stated that the project may go ahead; as it was approved in the budget, no action was needed from the Board. Staff will write and publish bid documents for the project.

## CONSTITUTIONAL OFFICERS & GOVERNMENTAL BOARDS/AUTHORITIES

### Utilities Authority

- (A) **Consideration to approve an application for a grant for drinking water from Georgia Governor's Office of Planning and Budget.**

Utilities Authority General Manager Chris Boswell and Chad Griffin, Stillwaters Engineering, were present. Mr. Griffin stated that several projects had been discussed for this grant, including a large storage tank, well, a system to better control the wells, and a generator to act as backup for the new well. This work will be a total of approximately \$6 - \$7 million. The match of 30% would leave Lee County with a cost not to exceed \$1.8 million. This grant is solely for the improvement of drinking water; improvements to the treatment plant are not an allowable use for this particular grant.

Commissioner Walls made the **MOTION** to approve an application for a grant for drinking water from Georgia Governor's Office of Planning and Budget, with a match of approximately \$1.8 million to come from ARPA and SPLOST VII funds. 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 and Chairman Mathis discussed ongoing projects in the County: (1) Popco is progressing on the water line extension project on Hwy 82; (2) Fuzzy's Taco broke all their records with their opening August 22; (3) the hospital project is moving along swiftly; and (4) the Development Authority has developed initial plans for the Grand Island property.

- (B) **Consideration to award the bid for the Landfill Retaining Wall Phase II project.**

Commissioner Singletary made the **MOTION** to award the bid for the Landfill Retaining Wall Phase II project to Griffin Grading & Concrete for \$127,164.10 to come from SPLOST VII funds. Commissioner Walls seconded the **MOTION**. The **MOTION** was unanimous with Commissioner Wheaton voting yea.

- (C) **Consideration to approve the Safety Discount Verification Forms for ACCG.**

Commissioner Singletary made the **MOTION** to approve the Safety Discount Verification Forms for ACCG. Commissioner Walls seconded the **MOTION**. The **MOTION** was unanimous with Commissioner Wheaton voting yea.

- (D) **Consideration to approve an agreement with Pictometry for ortho and oblique imagery.**

County Manager Christi Dockery summarized the agreement and services, stating that this program will aid departments such as Tax Assessor, GIS, Building Inspection, and Public Safety.

Commissioner Singletary made the **MOTION** to approve, per County Attorney Skipper's review and approval an agreement with Pictometry for ortho and oblique imagery for Phase I in the amount of \$86,250.00, inclusive of initial payments and annual fees for two years. The annual fee of \$28,750.00 has been budgeted in SPLOST VII. Commissioner Walls seconded the **MOTION**. The **MOTION** was unanimous with Commissioner Wheaton voting yea.

- (E) **Consideration to approve an application for a grant from the Georgia Emergency Management and Homeland Security Agency (GEMA/HS) to help with mitigation projects.**



EMA Director Cole Williams and Chief Marshal Jim Wright presented the proposed project to the Board, stating the cost for the project at most would be \$200,000.00, with a 10% match. Chief Wright summarized the proposed project stating that the idea is to clear the creeks of debris, allowing for more flow. The trees would be chopped into smaller pieces and safely lowered to the bottom of the creek, aiding in the creation of fish habitats. Chairman Mathis asked if that has gotten approval from EPD, to which Mr. Wright replied that it had.

Commissioner Singletary made the **MOTION** to approve an application for a grant from the Georgia Emergency Management and Homeland Security Agency (GEMA/HS) to help with mitigation projects to include a 10% match of approximately \$20,000.00 to come from Contingency funds. Commissioner Walls seconded the **MOTION**. The **MOTION** was unanimous with Commissioner Wheaton voting yea.

(F) **Consideration to award the bid for Curbside Solid Waste Services.**

Curbside solid waste collection services of commercial and residential properties in Lee County under this new agreement, will begin September 1, 2023.

Commissioner Singletary made the **MOTION** to award the bid for Curbside Solid Waste Services to Express Disposal, the lowest responsive bidder, for an overall annual savings of approximately \$144,885.12. Commissioner Walls seconded the **MOTION**. The **MOTION** was unanimous with Commissioner Wheaton voting yea.

### **COMMISSIONER'S MATTERS**

(A) **Discussion of FY2023 LMIG application and potential projects.**

Chairman Mathis suggested listing all the worst roads needing to be resurfaced. Commissioner Singletary selected some of the most worn neighborhood roads as suggestions. Chairman Mathis asked staff to complete the application with the worst roads in each district of the county; Commissioner Singletary had submitted his list of suggestions and the other commissioners will do the same. Commissioner Walls stated he would like to add Sportsman's Club Road. The final application will be brought back to the Board for approval prior to submission. LMIG funds are used for road projects and must be used within two years of award.

### **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.*

Sam Johnson- Requests more speed limit signs on Old Leslie Road; criticism of Public Works

### **ANNOUNCEMENTS**

(A) Offices of the Lee County Board of Commissioners will be **closed Monday, September 5, 2022** observance of Labor Day.

(B) The next regularly scheduled County Commission Meeting is **Tuesday, September 13, 2022 at 6:00pm.**

### **ADJOURNMENT**

The meeting adjourned at 6:16 PM.

Facebook video link: <https://www.facebook.com/leecountyga/videos/1237828766976930>

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CHAIRMAN

ATTEST: \_\_\_\_\_  
COUNTY CLERK

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**To:** Christi Dockery – Lee County – County Manager  
**From:** Michael L. Talley, P.E.  
**Date:** 9/8/2022  
**Re:** NPDES MS4 Stormwater Permit Renewal

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### **Summary**

- Lee County's stormwater permit is expiring at the end of 2022
- EPD will be issuing the new permit in December 2022
- The cost to update the Lee County plan is in the \$10,000 to \$12,000 range
- The Kinchafoonee and Muckalee Creek have been added to the EPD 303(d) list as impaired waterways. This designation will require Lee County to develop an Impaired Waters Plan
- The cost to develop an Impaired Waters Plan is in the \$4,000 to \$5,000 range
- The Impaired Waters Plan will require ongoing sampling and testing. The cost of this is yet to be determined

### **General**

Lee County is covered under a Municipal Separate Storm Sewer System (MS4) permit that is issued by the Georgia Environmental Protection Division (EPD). This is renewed every 5 years. Lee County's stormwater permit will expire at the end of 2022. Currently, EPD is finalizing the new permit and the new permit is anticipated sometime in December 2022.

### **Existing Permit**

Lee County has been operating under the MS4 permit since approximately 2007. The permit requires Lee County to perform certain Best Management Practices (BMP's) for each of the permit categories:

- Public Education
- Public Involvement
- Illicit Discharge Detection and Elimination
- Construction Site Stormwater Runoff Control
- Post-Construction Stormwater Management
- Pollution Prevention/Good Housekeeping for Municipal Operations

Each of these categories have certain BMP's which are required to comply with the permit. Some of these BMP's are normal functions of Lee County staff. These include: site plan review, site development guidelines, erosion control requirements, Code Enforcement, and general Public Works activities. The permit requires documentation from the County that each BMP is completed each year. This is summarized in an Annual Report which is due to EPD at the end of each year. Additional BMP's require a more intentional approach to be completed. These include: organizing public participation events, writing an article for the local newspaper, pond and drainage inspections, and training County employees.

**New Permit**

EPD is working to finalize the new permit. The permit is anticipated to be released sometime in December 2022. Once issued, Lee County will have 6 months to update their plan to comply with the new permit. No major changes are expected in the new permit, only tightening of the existing plans and requirements.

In order to comply with the new permit, Lee County's plan will have to be re-written/updated. This is best performed by consultants who are well versed in what EPD is requiring of other communities. Lee County previously utilized a consultant to update their plan in 2018. It is estimated that the plan update will be in the \$10,000 to \$12,000 range.

**Listed Streams**

EPD evaluates all streams and rivers within the state to determine if each stream/river segment is able to perform its primary function. This can include fishing, recreation, drinking water, etc. If a stream/river segment is not able to perform its primary function, that stream/river segment is listed as an impaired stream. These streams are then added to a list known as the 303(d) list.

Lee County's MS4 permit requires the County to develop an Impaired Waters Plan if a listed stream/river flows through the permit area. In 2022, EPD added the Kinchafoonee and the Muckalee Creek to the 303(d) list. This addition triggers the requirement that Lee County develop an Impaired Waters Plan. Since Lee County is over 10,000 in population, the County will also have to undertake periodic sampling of the creeks with the samples analyzed by a laboratory.

The cost of developing an Impaired Waters Plan is in the \$4,000 to \$5,000 range. This does not include the cost of periodic sampling and laboratory analysis. The Impaired Waters Plan would be required by June of 2023, with sampling to begin after that date. Prior to that date, the County will be able to determine a cost for the sampling requirements and can include in the 2024 budget.



RESOLUTION TO ESTABLISH THE  
2022 TAX LEVY

STATE OF GEORGIA

COUNTY OF LEE

Resolved and ordered by the Lee County Board of Commissioners, State of Georgia, at a legally assembled meeting on September 13, 2022 being an advertised meeting for the said Board to establish the tax rate for the 2022 year as follows:

COUNTY GOVERNMENT OPERATIONS (INCORPORATED AREA)

<u>15.8160</u>	gross mills for the expenses of general county government operations in accordance with the FY 2022-23 budget beginning July 1, 2022 and extending to June 30, 2023.
<u>3.4100</u>	mills for the rollback of the 1% Local Option Sales Tax.
<u>12.406</u>	net mills for the county government operations for the incorporated area.

COUNTY GOVERNMENT OPERATIONS (UNINCORPORATED AREA)

<u>15.8160</u>	gross mills for the expenses of general county government operations in accordance with the FY 2022-23 budget beginning July 1, 2022 and extending to June 30, 2023.
<u>3.4100</u>	mills for the rollback of the 1% Local Option Sales Tax.
<u>12.406</u>	net mills for the county government operations for the unincorporated area.

COUNTY SCHOOL OPERATIONS

<u>14.9710</u>	gross mills for the expenses of county school operations.
<u>.8000</u>	mills for the expenses of principle and interest on county-wide school bonds.
<u>15.77</u>	net mills for county school operations.

TOTAL

<u>28.18</u>	total net mills for the incorporated area (12.406 + 15.77)
<u>28.18</u>	total net mills for the unincorporated area (12.406 + 15.77)
<u>.00</u>	state millage
<u>28.18</u>	total mills for the incorporated area (12.406 + 15.77 + 0.000)
<u>28.18</u>	total mills for the unincorporated area (12.406 + 15.77 + 0.000)

Signed and adopted by the Lee County Board of Commissioners, this 13th day of September 2022.

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Billy Mathis, Chairman

The above is a true and exact copy of the 2022 tax levy as appears on record in the office of the Lee County Board of Commissioners.

(SEAL)

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Kaitlyn Sawyer, County Clerk

Adopted: September 13, 2022



## NOTICE

The Lee County Board of Commissioners does hereby announce that the millage rate will be set at a meeting to be held at the Opal Cannon Auditorium, T. Page Tharp Governmental Building, 102 Starksville Ave N Leesburg, Georgia 31763 on **September 13, 2022 at 6:00 PM** and pursuant to the requirements of O.C.G.A. Section 48-5-32 does hereby publish the following presentation of the current year's tax digest and levy, along with the history of the tax digest and levy for the past five years.

### CURRENT 2022 PROPERTY TAX DIGEST AND 5 YEAR HISTORY OF LEVY

		COUNTY WIDE	2017	2018	2019	2020	2021	2022
C o u n t y  w i d e  A r e a	V A L U E	Real & Personal	973,167,894	997,733,579	1,011,518,354	1,039,499,420	1,258,945,411	1,250,786,570
		Motor Vehicles	31,668,060	26,887,100	21,993,930	19,463,790	16,525,390	15,449,550
		Mobile Homes	5,145,496	5,120,866	5,001,710	4,823,728	5,025,918	4,888,411
		Timber - 100%	2,288,838	2,128,782	3,003,194	244,962	1,350,970	4,295,404
		Heavy Duty Equipment	124,751	245,150	140,360	48,843	42,015	10,238
		Gross Digest	1,012,395,039	1,032,115,477	1,041,657,548	1,064,080,743	1,281,889,704	1,275,430,173
		Less Exemptions	126,870,547	130,561,163	130,174,273	135,972,819	141,216,365	149,353,578
		<b>NET DIGEST VALUE</b>	<b>885,524,492</b>	<b>901,554,314</b>	<b>911,483,275</b>	<b>930,307,924</b>	<b>1,140,673,339</b>	<b>1,126,076,595</b>
	R A T E	Gross Maintenance & Operation Millage	17.0410	17.1130	17.1130	16.8440	15.5900	15.8160
		Less Rollback (Local Option Sales Tax)	2.9200	3.0150	3.0150	2.7460	3.1600	3.4100
		<b>NET M&amp;O MILLAGE RATE</b>	<b>14.1210</b>	<b>14.1030</b>	<b>14.0980</b>	<b>14.0980</b>	<b>12.4300</b>	<b>12.4060</b>
	T A X	<b>TOTAL M&amp;O TAXES LEVIED</b>	<b>\$12,504,491</b>	<b>\$12,714,620</b>	<b>\$12,850,091</b>	<b>\$13,115,481</b>	<b>\$14,178,570</b>	<b>\$13,970,106</b>
		Net Tax \$ Increase	\$51,135	\$210,129	\$135,471	\$265,390	\$1,063,088	(\$208,463)
		Net Tax % Increase	0.41%	1.68%	1.07%	2.07%	8.11%	-1.47%

**PT-32.1 - Computation of MILLAGE RATE ROLLBACK AND PERCENTAGE INCREASE IN PROPERTY TAXES - 2022**

COUNTY: **Lee** TAXING JURISDICTION: **M&O Countywide**

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

DESCRIPTION	2021 DIGEST	REASSESSMENT OF EXISTING REAL PROP	OTHER CHANGES TO TAXABLE DIGEST	2022 DIGEST
REAL	1,258,945,411	2,185,875	(10,344,716)	1,250,786,570
PERSONAL			0	
MOTOR VEHICLES	16,525,390		(1,075,840)	15,449,550
MOBILE HOMES	5,025,918		(137,507)	4,888,411
TIMBER -100%	1,350,970		2,944,434	4,295,404
HEAVY DUTY EQUIP	42,015		(31,777)	10,238
GROSS DIGEST	1,281,889,704	2,185,875	(8,645,406)	1,275,430,173
EXEMPTIONS	141,216,365		8,137,213	149,353,578
NET DIGEST	1,140,673,339	2,185,875	(16,782,619)	1,126,076,595
	(PYD)	(RVA)	(NAG)	(CYD)
2021 MILLAGE RATE:	12.430		2022 MILLAGE RATE:	12.406

**CALCULATION OF ROLLBACK RATE**

DESCRIPTION	ABBREVIATION	AMOUNT	FORMULA
2021 Net Digest	PYD	1,140,673,339	
Net Value Added-Reassessment of Existing Real Property	RVA	2,185,875	
Other Net Changes to Taxable Digest	NAG	(16,782,619)	
2022 Net Digest	CYD	1,126,076,595	(PYD+RVA+NAG)
2021 Millage Rate	PYM	12.430	PYM
Millage Equivalent of Reassessed Value Added	ME	0.024	(RVA/CYD) * PYM
Rollback Millage Rate for 2022	<b>RR - ROLLBACK RATE</b>	<b>12.406</b>	PYM - ME

**CALCULATION OF PERCENTAGE INCREASE IN PROPERTY TAXES**

If the 2022 Proposed Millage Rate for this Taxing Jurisdiction exceeds Rollback Millage Rate computed above, this section will automatically calculate the amount of increase in property taxes that is part of the notice required in O.C.G.A. § 48-5-32.1(c) (2)	Rollback Millage Rate	12.406
	2022 Millage Rate	12.406
	<b>Percentage Tax Increase</b>	<b>0.00%</b>

**CERTIFICATIONS**

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

-----  
Chairman, Board of Tax Assessors Date

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

-----  
Tax Collector or Tax Commissioner Date

I hereby certify that the above is a true and correct computation of the rollback millage rate in accordance with O.C.G.A. § 48-5-32.1 for the taxing jurisdiction for tax year 2022 and that the final millage rate set by the authority of this taxing jurisdiction for tax year 2022 is \_\_\_\_\_

**CHECK THE APPROPRIATE PARAGRAPH BELOW THAT APPLIES TO THIS TAXING JURISDICTION**

If the final millage rate set by the authority of the taxing jurisdiction for tax year 2022 exceeds the rollback rate, I certify that the required advertisements, notices, and public hearings have been conducted in accordance with O.C.G.A. §§ 48-5-32 and 48-5-32.1 as evidenced by the attached copies of the published "five year history and current digest" advertisement and the "Notice of Intent to Increase Taxes" showing the times and places when and where the required public hearings were held, and a copy of the press release provided to the local media.

If the final millage rate set by the authority of the taxing jurisdiction for tax year 2022 does not exceed the rollback rate, I certify that the required "five year history and current digest" advertisement has been published in accordance with O.C.G.A. § 48-5-32 as evidenced by the attached copy of such advertised report.

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Responsible Party Title Date

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**Lee County E-911 Emergency Response Department**  
**110 Starksville Ave N**  
**Leesburg, Ga 31763**



**TO:** Honorable Board of County Commissioners  
**FROM:** Nikkie Celinski, E-911 Director  
**SUBJECT:** New Telecommunications Tower  
**MEETING DATE:** Tuesday, September 13, 2022

Staff has evaluated several options for an additional tower in the Northwest section of Lee County to enhance radio coverage for Public Safety communication. Based on this evaluation staff recommends the Lee County Board of Commissioners build its own telecommunications tower in the Northern portion of the County.

American Towers owns the tower site we were originally looking at; however, the company required a monthly payment of \$2,600.00 with a 14-year term limit and a 3% escalator. Another tower location was found in the Smithville area that would work perfectly; however, after the tower site inspection, the findings indicated that the tower would need extensive upgrades to be able to support the necessary equipment for our system. In addition to paying for the upgrades to this tower (approximately \$350,000.00 - \$400,000.00, per Motorola), the owner has also requested a monthly lease payment from the County. Neither of these options is the most economical for a long term solution for improving radio coverage for Lee County.

Staff recommends purchasing land and partnering with Motorola to construct a 300ft self-supporting telecommunications tower. There is no set lot size or minimum acreage for tower placement; therefore, I believe Lee County would only need a half acre to an acre of land for the tower. The cost to build is approximately **\$447,583.00**, with a construction timeline estimate of 8 months. The tower will also be able to accommodate two other tenants that Lee County would be able to acquire lease payments to go towards future maintenance.

**Change Order No.** 002  
**Date:** July 14, 2022  
**Project Name:** Lee County, GA 700MHz Radio System  
**Customer Name:** Lee County, GA  
**Customer Project Mgr:** Nikkie Celinski

The purpose of this Change Order is to: *(highlight the key reasons for this Change Order)*

**This change order is to document the**  
 Construct a new RF site (Smithville) with a 300' Self Supporting Tower in place of the Neyami tower location.  
 Tower will comply with existing contractual requirements (plus 25% growth).

- Engineering drawings to be sealed by registered Arkansas professional engineer.
- Custom foundation design unit base or drilled caisson if soil report is supplied
- **Tower fabricated in an AISC certified facility.**
- Hot dipped galvanized sections and components
- Solid rod construction of tower sections
- Angle diagonals for Pirod Truss Leg Sections
- Tower assembly hardware
- Horizontal members for climbing in Pirod Truss Legs and on all welded sections (in lieu of outside climbing ladder)
- Anchor steel with full-sized template to simultaneously position anchor bolts for all legs

**Contract #** 280611 / Lease Purchase # 25158                      **Contract Date:** 10-13-21

In accordance with the terms and conditions of the contract identified above between Lee County, GA and Motorola Solutions, Inc., the following changes are approved:

**Contract Price Adjustments**

	Original Contract Value:	\$ 1,337,477.00
Previous Change Order amounts for Change Order numbers through	\$	-
This Change Order:	\$	447,583.00
New Contract Value:	\$	1,785,060.00

**Completion Date Adjustments**

	Original Completion Date:	10/30/22
Current Completion Date prior to this Change Order:	10/30/22	



New Completion Date:	04/30/23
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<b>Changes in Equipment:</b> <i>(additions, deletions or modifications)</i> Include attachments if needed
<b>Addition:</b> U-30 x 300' Self Supporting Tower constructed of solid steel members.

<b>Changes in Services:</b> <i>(additions, deletions or modifications)</i> Include attachments if needed
<b>Addition:</b> Construction of RF Tower Site (Smithville) including full NEPA/SHPO/FAA

<b>Schedule Changes:</b> <i>(describe change or N/A)</i>
Schedule change to 4/30/23. Full NEPA/SHPO/FAA is required for the construction of a new green space site (Smithville).

<b>Pricing Changes:</b> <i>(describe change or N/A)</i>	
300' Self Supporting Tower	\$200,604
Site Civil Modifications	\$225,729
Site Const Mgmt/Eng./NEPA/SHPO	\$21,250

<b>Customer Responsibilities:</b> <i>(describe change or N/A)</i>
<i>Lee County affirms that execution of this Change Order is the only Notice to Proceed that Motorola will receive for the term of this Agreement. The County does not need to issue a purchase order or other funding documentation in order to pay Motorola for this Change Order. Lee County will pay all proper invoices as received from Motorola solely against this Change Order. Upon execution of this Change Order, Customer will provide all necessary information to include on invoices for payment per this Agreement.</i>

<b>Payment Schedule for this Change Order:</b> <i>(describe new payment terms applicable to this change order)</i>
There are no changes in the payment terms or schedule. Terms and schedule are the same as the original contract and the lease agreement.

Unless amended above, all other terms and conditions of the Contract shall remain in full force. If there are any inconsistencies between the provisions of this Change Order and the provisions of the Contract, the provisions of this Change Order will prevail.

IN WITNESS WHEREOF the parties have executed this Change Order as of the last date signed below.

**Motorola Solutions, Inc.**

**Lee County, GA**

By: \_\_\_\_\_  
 Printed Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

By: \_\_\_\_\_  
 Printed Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

Reviewed by: \_\_\_\_\_  
 Motorola Solutions Project Manager

Date: \_\_\_\_\_





## MEMORANDUM

### LEE COUNTY BOARD OF COMMISSIONERS

**TO:** Honorable Board of County Commissioners  
**SUBJECT:** County Updates

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#### 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 Waters Engineering, verified the property lines
- Final Design complete
- Deeds being drafted and easements to be requested from the property owner
- Utilities Authority will approve easements on September 15, 2022.
- RFP for Water Extension services published September 6, 2022
  - Bid Opening: October 11, 2022
  - Results will be brought to the Board on October 11, 2022

#### 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
  - Renewed January 11, 2022
  - Estimated Start Date: Fall 2022
  - DNR hired EMC Engineering to survey property for canoe/kayak ramp
- DNR Lease Parcel Survey Estimated Completion: March 2022
- Feasibility study will be conducted by Valdosta State University
- Improvements to the Property
  - Renovation of Covered Building: New roof, fresh paint, picnic tables, electrical system, well
  - Bobby Donley, Lanier Engineering, provided proposed site plan
    - Proposal submitted to the BOC for review
  - Trails: ¾ 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
- Ledo Self Storage 2
- Live Oak 3
- Mini Warehouse Office, Hwy 82
- Oakland Crossings Drive Extension
- Oaklee Investment, LLC
- Plantation Storage 2
- Quail Chase 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
  - Approved by BOC at April 27, 2021 meeting
  - BOC awarded bid on September 14, 2021 to **Lanier Engineering, Inc.**
- EPD Southwest District Office is currently reviewing the project.
- RFP for Construction
  - BOC awarded bid on January 11, 2022 to **Popco, Inc.** to not exceed \$829,621.26

- Project estimated to be complete within the next 2 weeks

## GIS

### Road Layer

- Including road width, length, and speed limits

### Utilities Mapping Project

- Purpose: To map all utilities in Lee County
  - 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 multiple objections
- **Roadway Regrading Project**
  - 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
- August 2022: Georgia Department of Community Health approved modifications to the CON
  - Phase I Proposed Completion Date: December 15, 2022
  - Phase II Proposed Completion Date: March 15, 2024
- September 15, 2022: Development Authority Public Hearing

## LMIG Funds

- **FY2023**
  - Application Due: February 1, 2023
  - 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
  - Completed Roads: Palmyra Road, Story Lane, Pineridge Drive, Southhill Drive, East Century Road, Cookville Road, Stocks Dairy Road, Woodstone Circle, Waterbury Court, Wayside Court, Winners Court, Groover Street, and Gus Martin Road
  - Estimated Start for Haley Drive: September 2022
  - Funds to be Received from GDOT: \$612,489.86
    - Total, with 30% match from Lee County: **\$796,236.82**
  - Start Date: May 2022
  - 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
- Awaiting notice 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 review and 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**

- Ballot Year: November 2022
- Joint meeting held Tuesday, June 21, 2022 at 5:00pm
- If voters approve continuation of TSPLOST II it will begin on April 1, 2024

## **RFPs and RFQs**

### **Open**

#### **Storage Building for Parks and Recreation**

- Approved by BOC at August 23, 2022 meeting
- Pre-Bid Meeting: September 22, 2022
- Bid Opening: September 29, 2022
- Results to be brought to the Board on October 11, 2022

#### **LED Lighting in the Fire Stations**

- Pre-Bid Meeting: September 20, 2022
- Bid Opening: October 4, 2022
- Results to be brought to the Board on October 11, 2022

#### **Water System Improvements (2021 CDBG- Palmyra MHP)**

- Overseen by Chad Griffin, Still Waters Engineering
- Bid Opening: October 11, 2022
- Results to be brought before the Board on October 11, 2022

### **Recently Awarded**

#### **Residential and Commercial Curbside Garbage Services**

- Pre-Bid Meeting: August 9, 2022

- Bid Opening: August 23, 2022
- BOC awarded bid on August 23, 2022 to **Express Disposal** for an annual savings of \$144,885.12
- Previous Bid Opening: June 7, 2022
- Results brought before the Board on June 28, 2022
  - Bids rejected
- Services to begin September 2023
- Contract to be drafted

#### **Landfill Retaining Wall Phase II**

- Pre-Bid Meeting: July 28, 2022
- Bid Opening: August 11, 2022
- BOC awarded bid on August 23, 2022 to **Griffin Grading & Concrete** for \$127,164.10

#### **Resurfacing of Haley Drive**

- Pre-Bid Meeting: July 12, 2022
- Bid Opening: August 2, 2022
- BOC awarded bid on August 9, 2022 to **Oxford Construction** for \$289,893.15
- Start Date: September 12, 2022, weather permitting

#### **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
- Estimated Completion: October 2022

### **Future**

#### **Courthouse Window Coverings**

- Approved by BOC at May 25, 2021 meeting
- Staff writing RFP documents
- Projected Bid Opening: October 2022

#### **LED Lighting in all 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

#### **Flooring Services for County Buildings**

- 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



## Administration Fees

### Open Records

If Printed: \$0.10 per page

If Mailed: \$0.20 envelope

CD or DVD: \$0.20 per disc

Postage: Varies by weight

#### Processing Time:

The first 15 minutes of processing is free, with any time after that being charged the hourly rate of the lowest paid full-time employee with the necessary skill and training to respond to the request.

*O.C.G.A. § 50-18-71*

## Building Inspection Fees

### Residential Building Fees

Living Area: \$50.00 per square foot (*See Valuations Below*)

Porch area: \$15.00 per square foot

Carport area: \$15.00 per square foot

Storage area: \$20.00 per square foot

Garage area: \$20.00 per square foot

### Commercial Building Fees

Industrial Building: \$40.00 per square foot

Office Building: \$40.00 per square foot

Other Commercial \$40.00 per square foot

### Valuations

Valuations up to and including \$15,000.00, the fee shall be \$6.00 per thousand.

Valuations over \$15,000.00 and up to and including \$100,000.00, the fee shall be \$90.00 for the first \$15,000.00 plus \$4.00 for each additional thousand or fraction thereof.

Valuations over \$100,000.00 and up to and including \$500,000.000, the fee shall be \$350.00 for the first \$100,000.00 plus \$4.00 for each additional thousand or fraction thereof.

Valuations over \$500,000.00 and up to and including \$1,000,000.00, the fee shall be \$800.00 for the first \$500,000.00 plus \$1.00 for each additional thousand or fraction thereof.

Valuations over \$1,000,000.00, the fee shall be \$1,000.00 for the first \$1,000,000.00 plus \$0.75 for each additional thousand or fraction thereof.

Minimum fee: \$35.00

### Electrical Fees

Residential - Site Built & Mobile Homes:  
\$0.30 per amp

Residential - Apartments: \$0.30 per amp

Commercial/Industrial: \$0.40 per amp

Change out service: \$35.00 flat fee

Swimming Pool: \$35.00 flat fee

### Plumbing Fees

Base fee: \$6.00

Drain fee: \$6.00 per drain

### Heating and Air Conditioning Fees

Base fee: \$25.00

Cooling Fee: \$5.00 per ton

Electrical Heat Fee: \$1.00 per kw

Natural Gas/LP Heat Fee: \$5.00 per 50,000 BTU and \$0.25 for each additional 1,000 BTU

### Miscellaneous

House Moving: \$150 per home

Signs - Temporary or Permanent: \$50.00 minimum (*See Planning & Dev. Fees*)

Open Shed: \$7.00 per square foot

Swimming Pool Installation: \$10.00 per each \$1,000.00 value

Headwalls: \$40.00 per pair unless permitted with main building

Brick Mailboxes per pair unless permitted with main building: \$40.00

Demolition: \$120.00

Re-Inspections: \$35.00

Work Prior to Permit: Half the Cost of the Permit Fee

Temporary Construction Trailers: \$35.00

Minimum Miscellaneous Fee: \$35.00

### Residential Impact Fees: \$770.35

## **E-911 Fees**

### **Prepaid Wireless Charge**

Pursuant to O.C.G.A. § 46-5-134.2(b)(1), there is imposed a prepaid wireless 9-1-1 charge and the amount of such 9-1-1 charge shall be \$1.50 per retail transaction occurring within the jurisdiction of public safety answering point.

### **Phone Service Companies**

(a) Pursuant to O.C.G.A. § 46-5-133(a), there is imposed a monthly 9-1-1 charge upon each telephone service, subscribed to by a telephone subscriber, whose exchange access lines are in the areas served or which could be served by the 9-1-1 service.

Pursuant to O.C.G.A. § 46-5-134(a)(1)(A), the amount of such 9-1-1 charge shall be \$1.50 per month per telephone service provided to the telephone subscriber.

(b) Pursuant to O.C.G.A. § 46-5-133(a), there is imposed a monthly wireless enhanced 9-1-1 charge upon each wireless telecommunications connection, other than a connection for prepaid wireless service, subscribed to by a telephone subscriber whose place of primary use is within the geographic area that is served by Lee County, Georgia, or that would be served by Lee County, Georgia, for the purpose of such an emergency 9-1-1 system. Pursuant to O.C.G.A. 46-5-134(a)(2)(A), the amount of such enhanced wireless 9-1-1 charge shall be \$1.50 per month per wireless telecommunications connection provided to the telephone subscriber.

## Finance Fees

### Utility Billing

Garbage Rate: \$23.00
Second Can Rate: \$12.75
4 yard dumpster: \$88.61 ( <i>once a week pick up</i> )
6 yard dumpster: \$132.92 ( <i>once a week pick up</i> )
8 yard dumpster: \$177.22 ( <i>once a week pick up</i> )
Extra pick up: \$50.00 ( <i>Commercial only</i> )

### Street Light Fee: \$4.50

### Driveway Permits

18 x 24: \$1,175.00 (double pipe: \$1,575.00)
18 x 34: \$1,375.00 (normal size of state pipe - can vary)
24 x 24: \$1,250.00
30 x 24: \$1,350.00
36 x 24: \$1,475.00
Extra Length: \$30.00 per foot
Rock: \$30.00 per ton on all state pipes - 10 tons: \$300.00
Flared Ends: \$550.00 each (required on all state pipes)
Set: \$1,100.00



## Magistrate Court Fees

Statement of Claim: \$101.00

Trover: \$101.00

Dispossessory: \$101.00

Sheriff's service on a writ of possession: \$25.00

Writ of Possession (*foreclosure*): \$101.00

Sheriff's service on a writ of possession: \$50.00

2nd Service Fee (*for any additional service*): \$50.00

Garnishment: \$101.00

FIFA: \$4.00 to Clerk of Magistrate, \$25.00 to Clerk of Superior Court

Abandoned Motor Vehicles: \$40.00

Certified Copy of Judgement: \$14.00

Warrant Applications: \$20.00

Deposit Account Fraud Processing: \$20.00



## Parks & Recreation Fees

<b>Registration</b>
Basketball: \$68.00
Fast Pitch Softball: \$86.00
Men's Softball: \$525.00 <i>per team</i>
Cheer: \$98.00
Football: \$98.00

# Planning & Zoning Fees

## Subdivision

**General Development Plan: No Fee**

### RESIDENTIAL Zoning District Subdivision fee per subdivided lot

Minor (1-3 lots)

Zoning District: R-1, R-1L \$127.50

Zoning District R-2, R-3, R-3L \$150.00

Preliminary/Major/Final (4 or more lots)

Zoning District: R-1, R-1L \$127.50

Zoning District: R2, R-3, R-3L \$195.00

*(1/2 of total fees paid at preliminary  
subdivision submittal; remainder paid at  
final subdivision submittal)*

### COMMERCIAL Zoning District Subdivision fee per subdivided lot

Zoning District: C-1, C-2, C-3, C-4 \$270.00

### INDUSTRIAL Zoning District Subdivision fee per subdivided lot

Zoning District I-1, I-2 \$270.00

### AGRICULTURAL Zoning District Subdivision fee per subdivided lot

Zoning District AG, AG-1 \$90.00

## Land Development Application Fees

Major Subdivision Base Fee: \$255.00

Additional Per Lot Fee: \$75.00

Minor & Existing Subdivision Base Fee: \$450.00

Additional Per Lot Fee: \$105.00

NOI/EPD Fee: \$80 per disturbed acre

*(\$40 per disturbed acre payable to Lee County; \$40 per disturbed acre payable to EPD)*

**Legal Document Recording Fees with Clerk of Court: \$25.00 per document  
made payable to Lee County Clerk of Superior Court**

**Zoning Certification Letter: \$50.00**

## Rezoning Application Fee (based on total acreage to be rezoned)

Acres to be rezoned	0 - 5	5.01 - 10	10.01 - 20	20.01 - 50	50.01 - 100	100.01 or more
R-1, R-3, R-4, AG	\$450	\$675	\$1,200	\$1,500	\$2,250	\$2,625
R-2	\$750	\$1,200	\$1,800	\$2,250	\$3,000	\$3,375
C-1, C-2, C-3, C-4, I-1, I-2	\$900	\$1,500	\$2,100	\$3,000	\$4,500	\$2,250

## Miscellaneous Application Fees

Cell Tower Co-Location: \$200.00

Cell Tower: \$500.00

Conditional Use Application: \$375.00

Subdivision Name Change: \$187.50

Variance to any Ordinance: \$150.00/Residential

\$300.00/Commercial

*(Zoning, Conditional Use, and Variance Applications are due on the 10th of each month, or next  
business day should the 10th fall on a weekend day)*

## Planning & Zoning Fees

Sign Permit Fee: \$0.50 per square foot of each face at minimum fee of \$50.00, whichever is greater

Banner Permit Fee: \$30 per 14 day period/up to 6 times per calendar year

Work prior to permit issued: TRIPLE permit fee plus court costs and/or fines

### Gas & Fiber

\$0.94 per linear foot as laid by any local government entity

### Printing/Laminating Fees

8 1/2 x 11 Black & White - \$0.25 per page

8 1/2 x 11 Color - \$0.50 per page

8 1/2 x 14 Black & White - \$0.25 per page

8 1/2 x 14 Color - \$0.75 per page

### GIS Maps

8 1/2 x 11: \$2.00

11 x 17: \$2.00

17 x 22: \$5.00

22 x 34: \$10.00

34 x 44: \$20.00

Maps created from the plotter costs \$20.00/hour for labor and \$10.00 for each additional print

Laminating: 8 1/2 x 11: \$2.00

Laminating: 11 x 17: \$3.00

## Probate Court Fees

<b>Weapons Carry Licenses</b>
New: \$78.25
Renewals: \$38.25
Replacements: \$7.00 ( <i>lost, stolen, or change of address</i> )

<b>Marriage Licenses: \$76.00</b> <i>\$36.00 with proof of 6 hours of premarital counseling</i>
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<b>Vital Records (Birth or Death Certificates)</b>
First Certified Copy: \$25.00
Any Additional Certified Copies: \$5.00

<b>Will in Safekeeping: \$15.00</b>
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<b>Traffic Fines: Vary</b>
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## Sheriff's Office Fees

### Jail Fees (Cash Only)

Background Checks, Local Resident: \$15.00

Background Checks, Non Resident: \$25.00

Accident/Incident Report: \$5.00 (*Victim incidents are free*)

Fingerprints: \$10.00

Record Restriction: \$50.00 *per arrest*

O.C.G.A. 15-16-21

### Sheriff's Services

Action from another county, *to be paid in advance* :  
\$50.00

Summoning each witness: \$50.00

Each levy or writ of fieri facias: \$10.00

Search and return of nulla bona: \$50.00

Serving summons of garnishment or rule against  
garnishee: \$50.00

If more than one, *for each additional copy* : \$6.00

### Commissions on sales of property

On sums of \$50.00 or less: 8%

On excess above \$50.00 up to 550.00: 6%

For all sums exceeding \$550.00, on excess: 3%

No commissions shall be charged unless property is  
actually sold.

### Making and executing titles to land: \$50.00

If presented by purchaser: \$20.00

Executing bill of sale to personal property,  
when demanded by purchaser: \$20.00

### Forthcoming Bonds: \$13.00

Serving process against tenant over or intruder upon  
land to dispossess them: \$25.00

For dispossessing tenant or intruder: \$25.00

Taking and returning counter-affidavit when summary  
process to dispossess tenant or intruder is resisted:  
\$13.00



## **Sheriff's Office Fees**

O.C.G.A. 15-16-21

Settling each execution in his or her hands, settled without sale: \$20.00

Levying an attachment: \$50.00

Collecting tax fi. Fas. \$100.00 or less, each: \$10.00

Collecting tax fi. Fas. over \$100.00, each: \$20.00

Removing prisoner when habeas corpus is sought for his or her relief: \$15.00

Removing prisoners under habeas corpus when no mileage is paid, per day: \$15.00

Attending prisoners taken by warrant to judge's chamber, for each time: \$4.50

Conducting prisoner before judge or court to and from jail: \$4.50

Executing and returning any warrant: \$25.00

Serving any citation issued pursuant to Article 10 of Chapter 10 of this title, relating to bad check prosecutions or any warrant: \$25.00

Summoning each witness: \$10.00

Taking bonds in criminal cases: \$20.00

Executing a warrant of escape: \$10.00

Service in every criminal case before a judge or a judge and jury: \$10.00

## Superior Court Fees

Civil Cases
Civil, Modification, Garnishment: \$209.00 Includes Law Library fee up to \$5.00 and ADR fees up to \$10.00, if any
Post-Judgment proceedings: \$58.00
Family Violence: No fee
Incoming transfer from Superior and State Court: \$50.00
Incoming transfer from Probate Court: \$175.00 ( \$50.00 plus JOF fee of \$125)
Incoming transfer from Magistrate Court: \$184.00 ( \$58.00 base fee, \$1.00 Sheriff's ret, and \$125.00 JOF)
Appeals from Lower Courts: \$209.00 (same as General Civil fee)
Appeal for Tax Assessment: \$25.00 (effective January 1, 2016)
Includes ADR fees up to \$10.00, if any
Condemnation and Validation of Bond Action Per Bond (To be collected at conclusion of action, in addition to General Civil Costs) Up to 500 bonds: \$1.00 Over 500 bonds: \$0.50 Per page for recording: \$150.00
Subpoena: \$5.00
Issuing Execution: \$0.00

Appeals to Supreme Court and Court of Appeal
Preparation of Record, per page: \$1.00
Copying Transcript Where Required, per page: \$1.00
Preparation off transcript when clerk is not required to recopy: \$35.00
Per Seal and Certifications: \$2.00 <i>(in addition to all other costs)</i>
Costs for preparation and furnishing copy of the record of appeal in capital felony case to the <u>Attorney General</u> in accordance with OCGA 5-6-42: No fee

Publication Costs - Standard Note
Adoption: \$60.00
Divorce and Name Change: \$80.00
Trade Name: \$40.00

## Superior Court Fees

Sheriff's Service Fees
Per Copy Served, General: \$50.00
Action from another county: \$50.00
Per Garnishee Served (1st copy): \$50.00
Second and Subsequent Copy(s): \$6.00
Per Tenant in Dispossessory Action: \$25.00
Levying on attachment: \$50.00
Summoning each witness: \$10.00
Taking bonds in criminal cases: \$20.00
Search/return of nulla bona: \$20.00

Recording Costs - Deeds and Real Estate
Deeds or any instrument pertaining to real estate: \$25.00
Cancellation, Satisfaction, Release, or Assignment per instrument listed on filing: \$25.00 each
Plats, Maps, and Condominium floor plans: \$10.00
Cross-indexing to previous instrument: No fee

Liens and General Execution Docket
General Execution or Lien Recordings, Materialman's Liens, Notices, Bonds, Lis Pendens, Hospital Lien, Federal Tax Liens, etc: \$25.00
Cancellation, Satisfaction, Release, or Assignment per instrument listed on filing: \$25.00 each
Cross-indexing to previous instrument: No fee
Tax Liens by a State or Local Government agency: \$5.00 * Additional per page after the first page: Plus \$2.00 each
*Additional sum For each tax cancellation, satisfactions, release, notice, withdrawal, or other document reference: Plus \$2.00 each

Uniform Commercial Code
Financing Statement (UCC-1): \$25.00
Financing Statement with Assignment (UCC-1): \$50.00
Financing Atatement Amendment (UCC-3): \$25.00
Information Statement (UCC-5): \$25.00



## Superior Court Fees

### Other Recording

Veteran Discharge

1st page: No fee, 2nd and over: No fee

Bar Admission Documents

1st page: No fee, 2nd and over: No fee

All Other Recording

1st page: \$5.00, 2nd and over: \$2.00

### Notary Public

Issue of New Certificate: \$51.00

Includes Law Library fee up to \$5.00 & ADR fees

Renewal: \$51.00

Includes Law Library fee up to \$5.00 & ADR fees

Certificate of Authority: \$2.00

### Partnerships

General, Limited and Amendments: \$214.00 each

Includes Law Library & ADR fees, if any

### Trade Name Registration

Registration: \$171.00

Includes Law Library fee up to \$5.00 & ADR fees

Plus Publication Cost to Publisher: \$40.00

### Miscellaneous Costs

Copy, Uncertified, if no assistance required, per page:  
\$0.50

Copy, Uncertified, if assistance is required, per page:  
\$1.00

Copy, Certified or Exemplified, first page: \$2.50  
Each page after first: \$0.50

Copy, Oversize, Larger than 8 1/2" x 14", per page: \$2.00

Computer Printouts, per page or equivalent: \$2.50

Copy, Faxed or Electronic, first page: \$2.50  
Each page after first: \$1.00

Certificate of pending action or unsatisfied judgement as  
provided in OCGA 40-9-40 & 40-9-60: \$30.00



## Superior Court Fees

### State Court Civil Cases

General Civil: \$214.00  
Includes Law Library fee up to \$5.00 and ADR fees up to  
\$10.00, if any  
*Plus applicable service fees*

### Magistrate Court Civil Cases

General Civil and Dispossessory: \$57.00  
Includes Law Library fee up to \$5.00 & ADR fees up to  
\$10.00, if any  
*Plus applicable service fees. The Sheriff's service fee for  
general civil is \$50.00.  
The Sheriff's service fee for a dispossessory is \$25.00.*

#### **Abandoned Motor Vehicle**

Filing petition: \$11.00  
Plus per Certified Copy of Order Authorizing Sale of  
Vehicle to be provided to purchaser/DMV pursuant to  
OCGA 40-11-19.3: \$14.00

Application for an arrest warrant: \$20.00

Transfer from Magistrate Court to Superior Court (civil  
action): \$184.00 - Magistrate base filing fee payable to  
Superior Court  
Plus cost of preparation of record to be made payable to  
Magistrate Court  
Deduct fee transferred from Magistrate Court  
*\*Note: Law Library, ADR, and POPIDF-B fund do not  
have to be recollected in Superior Court since collected  
and paid out in Magistrate Court*

#### **Appeal to Superior Court**

*Same as Superior Court filing fee  
Plus cost of preparation of record payable to Magistrate  
Court*

Issuance of Fi. FA.: \$4.00  
Plus recording fee to Clerk of Superior Court for entry in  
Lien Records: \$25.00

### Probate Court Civil Cases

Transfer from Probate Court to Superior Court (*Civil  
Action*) \$175.00 - (*\$50 plus add JOF fee of \$125*)  
Appeal to Superior Court: Same as Superior Court filing  
fee



## MEMORANDUM LEE COUNTY BOARD OF COMMISSIONERS

**TO:** Honorable Board of County Commissioners  
**SUBJECT:** Surplus of County Equipment and Vehicles  
**MEETING DATE:** Tuesday, September 13, 2022

---

### MOTION/RECOMMENDATION

Staff recommends the Board of Commissioners declare the following equipment and vehicles as surplus.

### BACKGROUND

Lee County has equipment and vehicles that are recommended for surplus.

1. **2011 Ford F-150 XL 4X4; VIN: 1FTEW1EFXBFC60045**  
-Excessive Miles
2. **2003 Ford F-150 XLT 4x4 Off Road; VIN: 2FTRX18L13CA97276**  
-Excessive Miles
3. **2007 Ford Crown Victoria; VIN: 2FAFP71W67X133087**  
-Excessive Miles
4. **8 Foot Dog Box by Wolverine Coach**
5. **2015 Bad Boy 852 Outlaw Zero Turn Mower 61" Deck; SN: BB061FX85001151008**  
-High Hours
6. **Woods Turf Batwing Mower 12' Cut-PTO Driven; SN: 26131; Model: 9180-RD/**  
-No Longer Use
7. **Four (4) Office Chairs**
8. **16 Computer Monitors (Viewsonic, Dell, and TG brands)**
9. **One (1) HP Printer**

### ATTACHMENTS

NONE



## MEMORANDUM LEE COUNTY BOARD OF COMMISSIONERS

**TO:** Honorable Board of County Commissioners  
**SUBJECT:** LMIG 2023  
**MEETING DATE:** Tuesday, September 13, 2022

---

### MOTION/RECOMMENDATION

Motion to approve the application for FY2023 LMIG funds.

### BACKGROUND

This month, the Georgia Department of Transportation will begin accepting applications for the FY 2023 LMIG Program. The county's formula amount for 2023 is \$627,424.76, plus our 30% local match of \$188,227.43 comes to a total of \$815,652.19 to put towards various road projects. **All electronic LMIG applications must be received no later than February 1, 2023.**

The estimated cost to resurface a road is \$230,000.00 per mile and the estimated cost to pave a road is \$1.25 million per mile.

### ATTACHMENTS

Letter from GDOT  
Proposed Project List  
Maps





**Russell R. McMurry, P.E., Commissioner**  
One Georgia Center  
600 West Peachtree Street, NW  
Atlanta, GA 30308  
(404) 631-1000 Main Office

June 29, 2022

Billy Mathis, Chairman  
Lee County  
102 Starksville Ave N, Room 205  
Leesburg, Georgia 31763

**RE: Fiscal Year 2023 Local Maintenance & Improvement Grant (LMIG) Program**

Dear Chairman Mathis:

We are pleased to announce that the Department will begin accepting applications for the Fiscal Year 2023 LMIG Program in July 2022. Grants will be processed electronically through our **GRANTS (LMIG) Application System**. To begin your FY 2023 LMIG Application, please visit the Department's website at [www.dot.ga.gov/PS/Local/LMIG](http://www.dot.ga.gov/PS/Local/LMIG). This site provides a link to the LMIG Application, the LMIG Application Tutorial (Manual), and to the General Guidelines and Rules and other pertinent reports. The project list will be entered directly into the LMIG Application System. Please contact your District State Aid Coordinator, **Shannon Bradford**, at **229-391-5438** for assistance with the online application process.

For an application to be processed, the following requirements must be met:

- A local government must be in Department of Audits and Accounts (DOAA) and Department of Community Affairs (DCA) audit compliance.
- A signed cover letter must be attached and include a completion status of the last three fiscal years' LMIG Grants.
- A signature page must include both the local government seal and the notary seal. The application website provides a blank signature page for you to download, complete and upload as an attachment.
- A local government must provide their District State Aid Coordinator with a Statement of Financial Expenditures form and invoices for Fiscal Year 2020 projects and all other prior years unless previously approved to combine funding for Fiscal Years 2020, 2021, and 2022. The forms can be attached in the LMIG Application System if they have not already been provided to your District State Aid Coordinator.

**All electronic LMIG applications must be received no later than February 1, 2023.** Failure to submit applications by the deadline might result in a forfeiture of funds.

Your formula amount for the Fiscal Year 2023 Program is **\$627,424.76** and your local match is **30%**. Each local government is required to match this formula amount in accordance with Code Section 48-8-244(d).

If you have any questions regarding the LMIG Program, please contact the Local Grants Office in Atlanta at (404) 347-0240 or email questions to [LocalGrantsProgram@dot.ga.gov](mailto:LocalGrantsProgram@dot.ga.gov).

Sincerely,

Bill Wright  
Local Grants Administrator

cc: The Honorable Carden Summers, Georgia State Senate  
The Honorable Bill Yearta, Georgia House of Representatives  
The Honorable Johnny Floyd, State Transportation Board  
Scott Chambers, District Engineer  
Shannon Bradford, District State Aid Coordinator



## 2023 LMIG PROJECT REPORT

COUNTY / CITY Lee County

ROAD NAME	BEGINNING	ENDING	LENGTH (Miles)	DESCRIPTION OF WORK	EST. PROJECT SCHEDULE
Lumpkin Road West	US Highway 19 North	Smithville Road	1.03	Resurfacing	Begin November 2022
Quail Street	Cannon Drive	Private Property Entrance	0.14	Resurfacing	Begin November 2022
Northwood Drive	Quail Street	Cul de Sac	0.34	Resurfacing	Begin November 2022
Stanley Street	Cannon Drive	Cul de Sac	0.09	Resurfacing	Begin November 2022
Cannon Drive	US Highway 19 South	Cul de Sac	0.43	Resurfacing	Begin November 2022
Balmoral Drive	Palmyra Road	Montrose Drive	0.53	Resurfacing	Begin November 2022
Elgin Court	Balmoral Drive	Cul de Sac	0.11	Resurfacing	Begin November 2022
Montrose Drive	Cul de Sac	Cul de Sac	0.31	Resurfacing	Begin November 2022
Brittany Lakes Drive	End of Pavement	Cul de Sac	0.19	Resurfacing	Begin November 2022

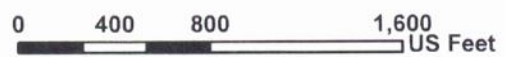
Fairethorne Drive	US Highway 82	Cul de Sac	0.53	Resurfacing	Begin November 2022
Heathridge Court	Hearthstone Drive	Cul de Sac	0.12	Resurfacing	Begin November 2022
Hearthstone Drive	Fairethorne Drive	Willow Lake Drive	0.33	Resurfacing	Begin November 2022
Sterling Drive	Fairethorne Drive	Cul de Sac	0.10	Resurfacing	Begin November 2022
Pewter Court	Hearthstone Drive	Cul de Sac	0.21	Resurfacing	Begin November 2022
Willow Lake Drive	Cul de Sac	Cul de Sac	0.94	Resurfacing	Begin November 2022
Fair Oaks Court	Willow Lake Drive	Cul de Sac	0.20	Resurfacing	Begin November 2022
Hickory Ridge Court	Willow Lake Drive	Cul de Sac	0.09	Resurfacing	Begin November 2022
Cedric Street	US Highway 19 South	Old Leesburg Road	0.81	Resurfacing	Begin November 2022
Ravenwood Court	Maplewood Court	Cul de Sac	0.24	Resurfacing	Begin November 2022
Maplewood Court	Philema Road South	Cul de Sac	0.10	Resurfacing	Begin November 2022

Sportsmans Club Road	Philema Road South	Lee/ Dougherty County Line	1.33	Resurfacing	Begin November 2022
		<b>Est. Total:</b>	<b>8.17 mi</b>		





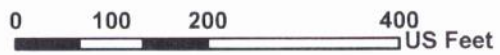
— Lumpkin Road West  
5,413 feet or 1.03 miles







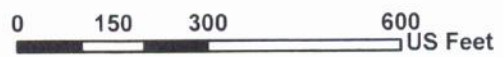
— Quail Street  
716.6 feet or .14 miles







— Northwood Drive  
1,792 feet or .34 miles







— Stanley Street  
497 feet or .09 miles

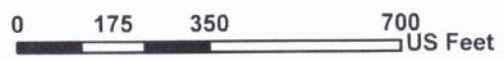
0 100 200 400 US Feet







— Cannon Drive  
2,276 feet or .43 miles







— Balmoral Drive  
2,783 feet or .53 miles

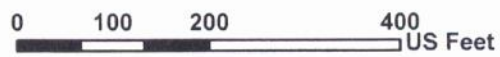
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US Feet







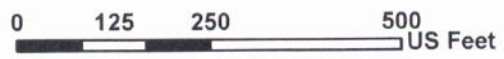
— Elgin Court  
573 feet or .11 miles







— Montrose Drive  
1,617 feet or .31 miles



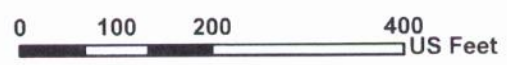




Maxar Microsoft



— Brittany Lakes Drive  
969 feet or .19 miles



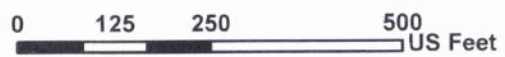




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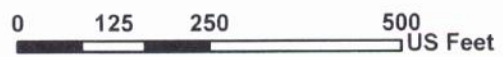
— Fairethorne Drive  
2,824 feet or .53 miles







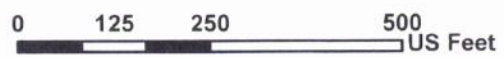
— Heathridge Court  
642 feet or .12 miles







— Hearthstone Drive  
1,732 feet or .33 miles



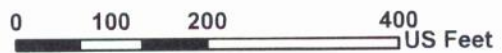




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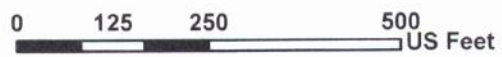
— Sterling Drive  
540 feet or .10 miles







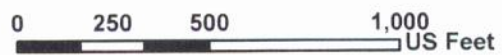
— Pewter Court  
1,113 feet or .21 miles







— Willow Lake Drive  
4,965 feet or .94 miles







— Fair Oaks Court  
1,050 feet or .20 miles

0 100 200 400 US Feet







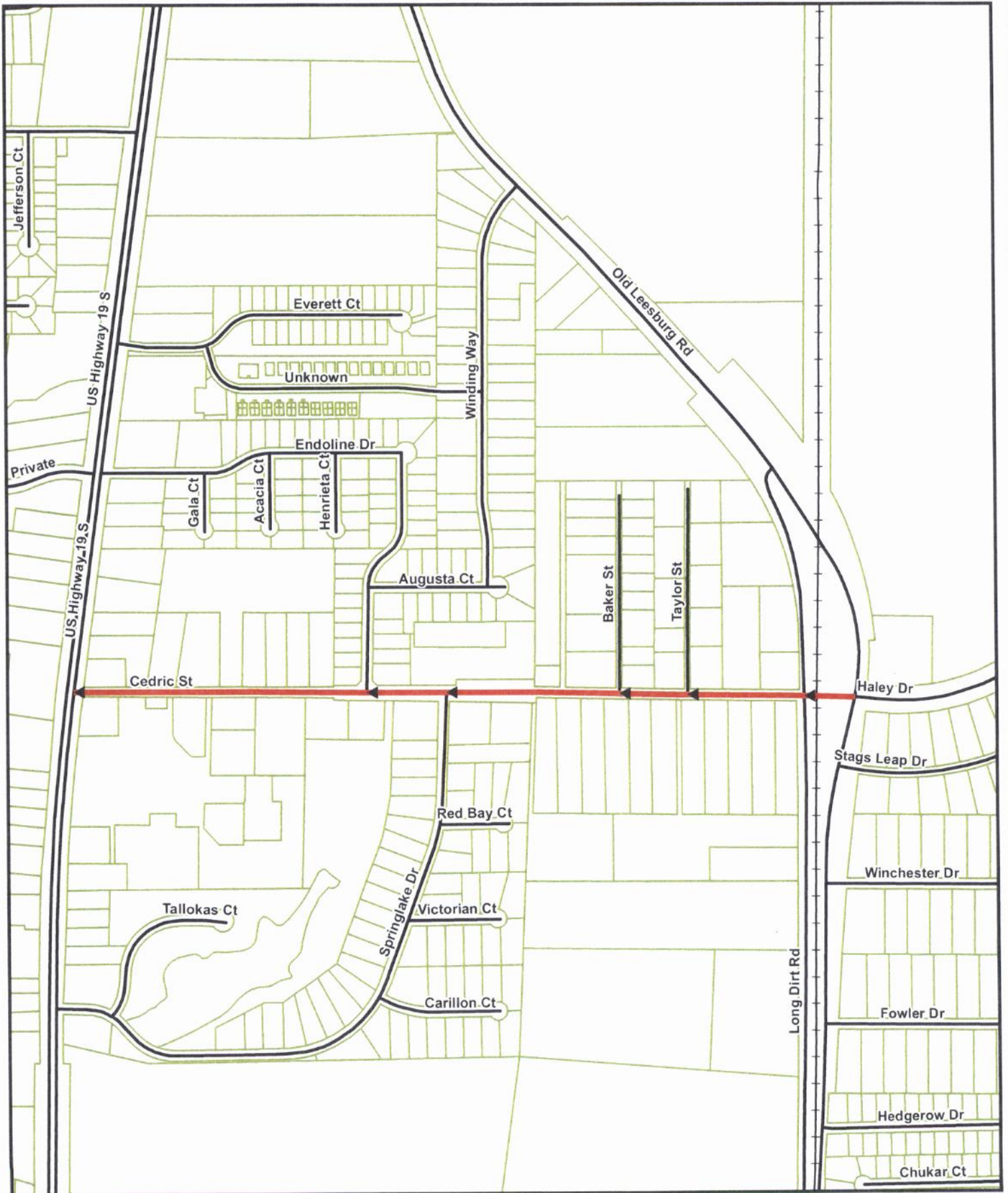
— Hickory Ridge Court  
498 feet or .09 miles

0 100 200 400 US Feet





# Cedric St



Disclaimer: Lee County GIS makes every effort to produce the most accurate information possible. No warranties, expressed nor implied, are provided for the data herein, its use or interpretation. All data is subject to change.



0 0.05 0.1 0.2 Miles

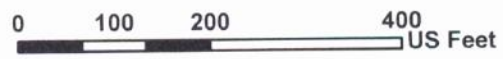




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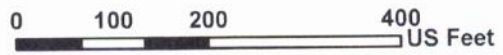
— Ravenwood Court  
1,288 feet or .24 miles







— Maplewood Court  
538 feet or .10 miles







— Sportsmans Club Road  
7,023 feet or 1.33 miles





## ASSIGNMENT OF BONDS, LEASE AND OTHER BOND DOCUMENTS

**THIS ASSIGNMENT OF BONDS, LEASE AND OTHER BOND DOCUMENTS** (this “**Assignment**”), effective as of August 31, 2022 (the “**Effective Date**”), is by and between **SR DESOTO, LLC**, a Delaware limited liability company (the “**Assignor**”), as assignor, and **SR DESOTO I, LLC**, a Delaware limited liability company (the “**Assignee**”), as assignee, and is acknowledged and consented to by the **LEE COUNTY DEVELOPMENT AUTHORITY** (the “**Issuer**”), a development authority and public body corporate and politic created and existing under the laws of the State of Georgia, the **LEE COUNTY BOARD OF COMMISSIONERS** (the “**Board of Commissioners**”), the **LEE COUNTY BOARD OF TAX ASSESSORS** (the “**Tax Assessors**”), and the **LEE COUNTY TAX COMMISSIONER** (the “**Tax Commissioner**”).

### WITNESSETH:

**WHEREAS**, pursuant to a Bond Resolution adopted by the Issuer on October 21, 2020 (the “**Bond Resolution**”), the Issuer authorized the issuance of its Lee County Development Authority Taxable Industrial Development Revenue Bond (SR DeSoto, LLC Project), Series 2020 (the “**Bond**”), in the maximum principal amount of \$225,000,000, to finance a capital project in Lee County, Georgia on the land more particularly described in Exhibit A hereto (the “**Project**”);

**WHEREAS**, the Issuer, the Assignor, the Board of Commissioners, the Tax Assessors, and the Tax Commissioner executed the following documents: (i) an Amended and Restated Memorandum of Understanding dated December 31, 2021 by and between the Assignor, SR DeSoto II, LC, SR DeSoto III, LLC, the Issuer, the Board of Commissioners, the Tax Assessors, and the Tax Commissioner, (ii) a Lease Agreement dated as of November 1, 2020, by and between the Issuer and the Assignor (the “**Lease**”); (iii) a Bond Purchase Loan Agreement dated as of November 1, 2020 (the “**Bond Purchase Agreement**”) between the Assignor and the Issuer; (iv) an Assignment of Rents and Leases and Security Agreement dated as of November 1, 2020 between the Assignor and the Issuer; and (v) an Economic Development Agreement dated as of November 1, 2020 executed by the Issuer, the Assignee, the Board of Commissioners, the Tax Assessors, and the Tax Commissioner (the “**MOA**”) (said documents being referred to herein collectively as the “**Bond Documents**”); and

**WHEREAS**, the Assignor now desires to assign the Bond and Bond Documents to the Assignee, and the Assignee desires to accept such assignment on the terms and conditions set forth herein.

**NOW, THEREFORE**, for and in consideration of the mutual covenants contained herein, the parties hereby agree as follows:

1. Defined Terms. Capitalized terms not defined herein are defined in the Lease.
2. Assignment. As of the Effective Date, the Assignor assigns all of the Assignor’s right, title, and interest, as well as its rights, duties and obligations under the Bond and Bond



6. Issuance of Bond R-2. The Assignor shall surrender, or cause to be surrendered, Bond No. R-1 (together with an assignment to the Assignee) to the Issuer, for cancellation, and shall cause a replacement Bond No. R-2 to be issued in the name of the Assignee. The Issuer shall take such other steps as may be reasonably necessary to effectuate such transfer.

7. Cross Indemnification. Assignor shall indemnify, hold harmless and defend Assignee from and against any and all claims, demands, causes of action, liabilities, losses, costs, damages and expenses (including reasonable attorneys' fees and expenses and court costs incurred in defending any such claim or in enforcing this indemnity) (collectively, "Losses") that may be incurred by Assignee by reason of the assertion by party to any of the Bond Documents or any third party that Assignor has failed to perform, observe and comply with its obligations under any of the Bond Documents first arising or accruing during the period before the Effective Date hereof. Assignee shall indemnify, hold harmless and defend Assignor from and against any and all Losses that may be incurred by Assignor by reason of the assertion by any party to any of the Bond Documents or any third party that Assignee has failed to perform, observe and comply with its obligations under any of the Bond Documents first arising or accruing on or after the Effective Date hereof and/or the assertion by any party to any of the Bond Documents that the assignment of the Bond Documents evidenced by this Assignment is not an Exempt Assignment.

8. Notices. From and after the Effective Date, all notices required or permitted to be sent to the "Tenant," "Company" or "Purchaser" under the Bond Documents shall be sent to Assignee at the following addresses, in the manner required under the Bond Documents:

Assignee: SR DeSoto, LLC  
c/o Silicon Ranch Corporation  
222 Second Avenue S  
Suite 1900  
Nashville, Tennessee 37201  
Attention: Luke Wilkinson

With a copy to: Silicon Ranch Corporation  
22 Second Avenue S  
Suite 1900  
Nashville, Tennessee 37201  
Attention: General Counsel

and a copy to: Miller & Martin PLLC  
1180 West Peachtree Street, NW – Suite 2100  
Atlanta, Georgia 30309  
Attention: Bruce C. McCall, Esq.

9. Counterparts. This Assignment may be executed in multiple counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same agreement.

**IN WITNESS WHEREOF**, the undersigned acting by and through their duly authorized representatives have caused this instrument to be executed under seal as of the Effective Date.

**ASSIGNOR:**

SR DESOTO, LLC, a Delaware limited liability company

By: \_\_\_\_\_(SEAL)  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

[SIGNATURE PAGE TO ASSIGNMENT OF BONDS, LEASE AND OTHER BOND DOCUMENTS]



**ACKNOWLEDGEMENT, CONSENT AND RELEASE**

The undersigned acknowledges and consents to the foregoing, including the foregoing assignment of the Bond Documents, and agrees to the assumption of all obligations of Assignee under the Bond Documents by Assignor arising prior to, on and after the Effective Date, as set forth above.

**LEE COUNTY DEVELOPMENT  
AUTHORITY**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Attest:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

[SIGNATURE PAGE TO ASSIGNMENT OF  
BONDS, LEASE AND OTHER BOND DOCUMENTS]

**ACKNOWLEDGEMENT, CONSENT AND RELEASE**

The undersigned acknowledges and consents to the foregoing, including the foregoing assignment of the Bond Documents, and agrees to the assumption of all obligations of Assignee under the Bond Documents by Assignor arising prior to, on and after the Effective Date, as set forth above.

**LEE COUNTY BOARD OF TAX  
ASSESSORS**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

[SIGNATURE PAGE TO ASSIGNMENT OF  
BONDS, LEASE AND OTHER BOND DOCUMENTS]



**EXHIBIT A**

**DESCRIPTION OF LAND**

Approximately 2,950 acres in Lee County, GA. The property is located between New York Rd. (east side of property) and Chokey Rd. (west side of property) with Dan Green Rd. running along the southern boundary or through the majority of the property. Gray Moss Rd. also runs through the property on the western third of the property.

LEE COUNTY  
STATE OF GEORGIA

AMENDMENT NO. 1

to

AMENDED AND RESTATED MEMORANDUM OF UNDERSTANDING

**THIS AMENDMENT NO 1. TO AMENDED AND RESTATED MEMORANDUM OF UNDERSTANDING** (the “**Amendment No. 1**”) is executed as of this \_\_\_\_ day of September, 2022 by and between **SR DeSoto, LLC**, a Delaware limited liability company and its successors and assigns (“**SR1**”), **SR DeSoto II, LLC**, a Delaware limited liability company and its successors and assigns (“**SR2**”), **SR DeSoto III, LLC**, a Delaware limited liability company and its successors and assigns (“**SR3**”) (SR1, SR2, and SR3 are collectively referred to herein as the “**Operators**”), the **Lee County Development Authority** (the “**Authority**”), a development authority corporate and politic created pursuant to the Development Authorities Law (O.C.G.A. Section 36-62-1 et seq.) and activated by a resolution of the Lee County Board of Commissioners, the **Lee County Board of Commissioners** (the “**Board of Commissioners**”), the **Lee County Board of Tax Assessors** (the “**Tax Assessors**”), and the **Lee County Tax Commissioner** (the “**Tax Commissioner**”). The Operators, the Authority, the Board of Commissioners, the Tax Assessors, and the Tax Commissioner are each a “**Party**” and are collectively the “**Parties.**”

**WITNESSETH:**

**WHEREAS**, the Parties previously entered into that certain Amended and Restated Memorandum of Understanding dated as of December 31, 2021 (the “**Amended Memorandum**”); and

**WHEREAS**, the Parties desire to amend the Amended Memorandum to clarify the Operators’ commitments regarding the provision of monies to fund college scholarships for Lee County high school students;

**NOW, THEREFORE**, in consideration of the foregoing, the Parties do hereby agree as follows:

1. Section 9(e) of the Amended Memorandum is deleted and replaced with the following:

“e. Scholarship Funding.

(i) Commencing May 1, 2021 and continuing annually thereafter until the earlier of (1) the date the first phase of the Project ceases commercial operation, or (2) December 31, 2045, Silicon Ranch shall provide an annual contribution of Ten Thousand Dollars (\$10,000), pursuant to a



separate agreement between Silicon Ranch and the Authority, to Lee County Education Foundation, Inc. (or a similar organization identified by the Authority) to fund one or more college scholarships for Lee County high school students.

- (ii) Commencing on the May 1<sup>st</sup> immediately following the date the second Project phase begins commercial operation, and continuing annually thereafter until the earlier of (1) the date the second phase of the Project ceases commercial operation, or (2) May 1<sup>st</sup> immediately following the 24th anniversary of the second Project phase beginning commercial operation, Silicon Ranch shall provide an additional annual contribution of Five Thousand Dollars (\$5,000), pursuant to a separate agreement between Silicon Ranch and the Authority, to Lee County Education Foundation, Inc. (or a similar organization identified by the Authority) to fund one or more college scholarships for Lee County high school students
- (iii) Commencing on the May 1<sup>st</sup> immediately following the date the third Project phase begins commercial operation, and continuing annually thereafter until the earlier of (1) the date the second phase of the Project ceases commercial operation, or (2) the May 1<sup>st</sup> immediately following the 24th anniversary of the third Project phase beginning commercial operation, Silicon Ranch shall provide an additional annual contribution of Five Thousand Dollars (\$5,000), pursuant to a separate agreement between Silicon Ranch and the Authority, to Lee County Education Foundation, Inc. (or a similar organization identified by the Authority) to fund one or more college scholarships for Lee County high school students.”

- 2. All other terms of the Amended Memorandum remain unchanged.
- 3. By execution hereof, the Parties hereby ratify and reaffirm, as of the date hereof, their obligations and covenants under the Amended Memorandum, as modified by this Amendment No. 1.
- 4. The Amended Memorandum, as modified by this Amendment No. 1, sets forth the parties’ entire agreement on the subject matter hereof and may not be modified except in a writing signed by all parties.
- 5. This Amendment No. 1 may be executed in two or more counterparts.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 1 as of the day and the year first above written.

The "Authority"

LEE COUNTY DEVELOPMENT AUTHORITY

By: \_\_\_\_\_

Title: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Secretary

(Authority's Seal)

[SIGNATURES CONTINUE ON NEXT PAGE]



“SR1”

SR DESOTO, LLC

By: \_\_\_\_\_

Title: \_\_\_\_\_

“SR2”

SR DESOTO II, LLC

By: \_\_\_\_\_

Title: \_\_\_\_\_

“SR3”

SR DESOTO III, LLC

By: \_\_\_\_\_

Title: \_\_\_\_\_

[SIGNATURES CONTINUE ON NEXT PAGE]

The "Board of Commissioners"

LEE COUNTY BOARD OF COMMISSIONERS

By: \_\_\_\_\_

Title: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Clerk, Lee County Board of Commissioners

(County's Seal)

[SIGNATURES CONTINUE ON NEXT PAGE]



The "Tax Assessors"

LEE COUNTY BOARD OF TAX ASSESSORS

By: \_\_\_\_\_

Title: \_\_\_\_\_

[SIGNATURES CONTINUE ON NEXT PAGE]

The "Tax Commissioner"

LEE COUNTY TAX COMMISSIONER

By: \_\_\_\_\_

Title: \_\_\_\_\_



**STATE OF GEORGIA**

**COUNTY OF LEE**

**INTERGOVERNMENTAL CONTRACT BETWEEN THE BOARD  
OF COMMISSIONERS OF LEE COUNTY, GEORGIA, AND THE LEE  
COUNTY DEVELOPMENT AUTHORITY WITH RESPECT TO THE  
DEVELOPMENT AND CONSTRUCTION OF A HOSPITAL IN LEE COUNTY,  
GEORGIA AS AN ECONOMIC DEVELOPMENT PROJECT**

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This Intergovernmental Contract (“Contract”) entered into effective the \_\_\_\_ day of \_\_\_\_\_, 2022, by and between the **Board of Commissioners of Lee County, Georgia**, a political subdivision of the State of Georgia, with a principal address of 102 Starksville Avenue North, Leesburg, Georgia 31763 (“Lee County”) and the **Development Authority of Lee County, Georgia**, a development authority and body corporate and politic created and established pursuant to the Georgia Development Authorities law (O.C.G.A. §36-62-1, et seq.) with a principal address of 106 Walnut Avenue North, Leesburg, Georgia 31763 (“Development Authority”).

**WITNESSETH:**

WHEREAS, Lee County was established pursuant to Georgia Laws 1921, Page 517, as amended, and is deemed to be a “County” under Georgia law; and

WHEREAS, the Development Authority was established and activated by the Board of Commissioners of Lee County, Georgia in 1969 and reestablished and reactivated by the Board of Commissioners of Lee County, Georgia by Resolution dated January 22, 1998, which Resolution provided for the reactivation of the Development Authority pursuant to O.C.G.A. §36-62-4; and

WHEREAS, the parties are authorized to enter into intergovernmental contracts pursuant to Article IX, Section III, Paragraph I of the Constitution of the State of Georgia of 1983; and

WHEREAS, the parties desire to enter into such Intergovernmental Contract in connection with the provision of economic development activities by the Development Authority on behalf of Lee County and its citizens related to the development and construction of a hospital in Lee County, Georgia; and

WHEREAS, on June 21, 2018, the Georgia Department of Community Health (“DCH”) issued a Certificate of Need (the “CON”) under Georgia law approving the financing and construction of the Lee County Medical Center (the “Hospital Project”) by LCMC OPCO, LLC d/b/a Lee County Medical Center (“LCMC”); and

WHEREAS, LCMC was unable to complete construction of the Hospital Project within the time period provided in the original CON; and

WHEREAS, by Letter of Determination dated August 5, 2022, the terms of the CON were revised to separate the Hospital Project into two separate phases; and

WHEREAS, Phase I relates to time period provided in the CON for the completion and closing of the financing of the Hospital Project (the "Financing Phase"), and Phase II relates to the time period provided in the CON for the completion of the construction of the Hospital Project (the "Construction Phase"); and

WHEREAS, in accord with the Letter of Determination, the completion deadline for Phase I is now December 15, 2022, and the completion deadline for Phase II is now March 15, 2024; and

WHEREAS, the Development Authority is a public body corporate and politic, and is registered with the State of Georgia Department of Community Affairs as an independent local government authority of the County; and

WHEREAS, the public purpose of the Development Authority is to advance the general well-being of the citizens of Lee County by developing and promoting industry, trade, commerce and employment opportunities within Lee County; and

WHEREAS, the cost of the construction of the New Hospital Project is anticipated to be approximately \$136 Million; and

WHEREAS, it is anticipated that the construction and operation of the Hospital Project in Lee County with the approved fifty (50) beds will result in the creation of 350 new jobs in the hospital, with a direct impact of \$38 Million; and

WHEREAS, Lee County is authorized to provide for financial assistance to county or joint county and municipal development authorities for the purpose of developing trade, commerce, industry, and employment opportunities; and

WHEREAS, Lee County and the Development Authority are authorized to enter into an Intergovernmental Contract pursuant to Article IX, Section III, Paragraph I of the Georgia Constitution of 1983, for any period not exceeding fifty (50) years for joint services, for provisional services, or for the joint or separate use of facilities or equipment, as long as such Contract deals with activities, services, or facilities which the contracted parties are authorized by law to undertake or provide; and

WHEREAS, the Development Authority presently owns title to the real property (the "Real Property") where the Hospital Project and other medical facilities are to be constructed in Lee County by virtue of a Limited Warranty Deed from the Lee County Parks and Recreation Authority to the Development Authority of Lee County, Georgia, dated June 10, 2020 and recorded in Deed Book 2142, Page 183-186 of the Lee County Deed Records; and

WHEREAS, the Real Property where the Hospital Project and the other associated medical facilities are to be located is more particularly described on Exhibit "A" hereto, which Exhibit "A" is incorporated into and made a part of this instrument by specific reference thereto; and

WHEREAS, pursuant to the provisions of O.C.G.A. §36-62-7, the Development Authority is authorized to lease the Real Property where the development and construction of the Hospital Project will be located; and

WHEREAS, Lee County and the Development Authority have determined that it is in the best interest of economic development within Lee County that the Development Authority provide certain financial support to the development and construction of the Hospital Project for the benefit of Lee County and its citizens; and



WHEREAS, the parties agree that the terms and conditions of this Intergovernmental Contract are appropriate to assist in the development and construction of the Hospital Project for the benefit of Lee County.

NOW THEREFORE, in consideration of the premises, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto do hereby agree as follows:

1. The Development Authority shall take all reasonable actions within its legal authority to assist with the development and construction of the Hospital Project. Such assistance may be provided in accord with the terms of this Intergovernmental Contract, and in accord with such other contracts that the Development Authority may enter into from time to time in connection with the Hospital Project.

2. In furtherance of the development and construction of the Hospital Project, the Development Authority hereby agrees to and shall be obligated to pay the legal fees incurred by all parties involved in the revenue bond financing for the Hospital Project in accord with the following:

(A) In the event that it is jointly determined by the bond underwriter, the bond counsel for the Development Authority, and the Chair of the Lee County Board of Commissioners that the revenue bond financing to be utilized to finance the Hospital Project is not or cannot close due to the inability to sell the proposed bonds, the Development Authority shall be notified of such determination in writing, then within ten (10) calendar days of the date of such determination, the Development Authority shall be obligated to pay such legal fees with respect to the Hospital Project as have accrued up until the date that it is determined that the revenue bonds will not be issued in accord with the terms of this Intergovernmental Contract, but the amount of such payment shall not exceed \$1 Million;

(B) In the event that the revenue bond financing is closed and the revenue bonds are issued, then the Development Authority shall pay the sum of \$1 Million for the payment of such legal fees at the time the revenue bonds are issued in accord with this Intergovernmental Contract and the trust indenture authoring the issuance of such revenue bonds.

(C) The \$1 Million paid under this under this Paragraph shall be used solely for the payment of legal fees incurred in connection with the legal work to prepare and close the revenue bond financing; provided, however, if the revenue bonds are issued and the total legal fees payable under this Paragraph are less than \$1 Million, then the balance of such funds may be used to pay other costs of issuing the revenue bonds.

(D) In the event that the revenue bonds are not issued, the legal fees due and payable under subparagraph (A) of this Paragraph shall be paid to Murray Barnes Finister LLP, as legal counsel for the Development Authority, and such legal counsel shall disburse such funds in accord with this Intergovernmental Contract. In the event that the revenue bonds are issued, the legal fees due and payable under subparagraph (B) of this Paragraph shall be paid to UMB Bank, N.A. ("Trustee"), and such Trustee shall disburse such funds in accord with this Intergovernmental Contract. In either event, such funds shall be distributed to the law firms based upon the terms of the written engagement letters between the Development Authority and the respective law firms and invoices from such law firms presented to the named payor hereunder in accord with such engagement letters. It is the intention of the parties hereto that such law firms are paid in full for their invoiced legal fees in connection their legal services rendered in connection with the financing of the New Hospital Project; however, if the total legal fees exceed the amount due from the



Development Authority hereunder, then the payment from the Development Authority shall be distributed pro rata among the law firms.

(E) The law firms which are anticipated to be paid legal fees in accord with this Intergovernmental Contract are more particularly listed on Exhibit "B" hereto, which Exhibit "B" is incorporated into and make a part of the Intergovernmental Contract. However, additional firms may be engaged if the Chairman executes an engagement letter as authorized by section 4 hereof.

3. In consideration for the services to be provided to Lee County by the Development Authority under the terms of this Intergovernmental Contract, either (i) within ten (10) calendar days after the date which is determined as provided in Paragraph 2(A) of this Intergovernmental Contract that the revenue bonds will not close; or (ii) upon on the date of the closing and disbursement of the revenue bond issue, whichever date shall first occur, Lee County shall pay to the Development Authority the sum of \$1 Million. Such funds shall be used solely by the Development Authority for paying the amounts due from the Development Authority under the terms of this Intergovernmental Contract, and for no other purpose or purposes whatsoever.

4. The Development Authority shall execute such engagements letters or agreements as may be deemed necessary or appropriate by legal counsel to the Development Authority with the law firms needed for the issuance of the revenue bonds. Notwithstanding the foregoing, no provision of this Intergovernmental Contract or such engagement letters shall be construed to create or establish an attorney-client relationship between or among Lee County, the Development Authority, and any of the law firms named on Exhibit "B" hereto unless such engagement letter shall specifically list the Development Authority or Lee County as the client.

5. This Intergovernmental Contract shall become effective upon the date and year first written above, and shall terminate as of December 31, 2022, or upon such later date as may be agreed to by the parties in writing as an amendment hereto.

6. This Contract shall be construed in accord with the laws of the State of Georgia.

7. This Contract constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and no modification of this Contract shall be binding unless the same is reduced to writing and signed by both parties to this Contract. No representation, promise, or inducement not included in this Contract shall be binding upon either party hereto.

8. Nothing herein, nor anything done or undertaken pursuant to the terms of this Contract, shall be construed or deemed to create the relations of principal and agent, partners, or joint venturers between Lee County and the Development Authority; rather, the Development Authority shall be considered to be an independent contractor of Lee County for all purposes hereunder. Upon default of any party to this Contract, the non-defaulting party shall possess the right to exercise any remedy at law or in equity which may be available to enforce any term, condition, or provisions of this Contract.

9. If any provision or portion of this Contract shall be determined by a Court of competent jurisdiction to be in violation of or contrary to any existing or future law, statute, judicial decision, or local ordinance, neither the validity of or the effectiveness of any of the other terms or provisions of this Contract shall be affected thereby.



10. All notices required or permitted to be given with respect to this Contract shall be in writing. Each notice to Lee County shall be sent by registered or certified mail, postage prepaid, and return receipt requested, to:

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

Each notice to the Development Authority shall be sent by registered or certified mail, postage prepaid, and return receipt requested, to:

Ms. Lisa Davis, Executive Director  
Development Authority of Lee County, Georgia  
106 Walnut Avenue North  
Leesburg, Georgia 31763

Notices shall be sent to such other addresses as either party may from time to time designate in writing.

Every notice shall be deemed to have been given at the time it shall have been deposited in the United States Mail, postage prepaid, in the manner prescribed herein. Nothing contained herein shall be construed to preclude personal service of any notice in the manner prescribed for personal service of a summons or other legal process under Georgia law.

11. This Contract shall not in any manner be construed to be in effect for more than fifty (50) years from the effective date hereof.

12. Each party to this Intergovernmental Contract approved the same by majority vote of such party's governing board in a meeting held pursuant to notice as required under the provisions of O.C.G.A. §50-14-1 (the "Georgia Open Meetings Act").

IN WITNESS WHEREOF the undersigned have set their hands and affixed their seals effective the day and year first above written.

**THE BOARD OF COMMISSIONERS  
OF LEE COUNTY, GEORGIA**

BY: \_\_\_\_\_  
Chairman

ATTEST: \_\_\_\_\_  
Clerk

**DEVELOPMENT AUTHORITY  
OF LEE COUNTY, GEORGIA**

BY: \_\_\_\_\_  
Chairman

ATTEST: \_\_\_\_\_  
Secretary

## EXHIBIT "A"

Legal Description - SITE  
Lee County Medical Center Feb. 7, 2018

All that tract or parcel of land lying and being in Land Lot 266 of the 2<sup>nd</sup> District of Lee County, Georgia, and being more particularly described as follows:

From the Point of Beginning (POB); Thence, S 36° 48' 44.0" W for a distance of 397.0000 feet to a point on a line.

Thence, N 53° 11' 16.0" W for a distance of 35.4167 feet to a point on a line.

Thence, S 36° 48' 44.0" W for a distance of 156.5000 feet to a point on a line.

Thence, N 53° 11' 16.0" W for a distance of 11.9708 feet to a point on a line.

Thence, S 36° 48' 44.0" W for a distance of 106.5000 feet to a point on a line.

Thence, N 53° 11' 16.0" W for a distance of 325.3316 feet to the beginning of a curve,

Said curve turning to the left through an angle of 24° 21' 40.6", having a radius of 640.0000 feet, and whose long chord bears N 65° 22' 06.3" W for a distance of 270.0730 feet to a point of intersection with a non-tangential line.

Thence, N 56° 08' 32.3" E for a distance of 194.2627 feet to a point on a line.

Thence, N 01° 08' 34.0" E for a distance of 310.1017 feet to a point on a line.

Thence, N 19° 35' 17.5" E for a distance of 30.1745 feet to a point on a line. Thence,

N 55° 07' 49.4" E for a distance of 159.4072 feet to a point on a line.

Thence S 53° 11' 16.0" E a distance of 785.9674 feet to the Point of Beginning (POB).

Said property contains 10.625 acres more or less.



Parcel: B (MOB Tract)

All that tract or parcel of land lying and being in Land Lot 266 of the 2<sup>nd</sup> District of Lee County, Georgia, and being more particularly described as follows:

From the Point of Beginning (POB); Thence, S 36° 48' 44.0" W for a distance of 657.0000 feet to the beginning of a non-tangential curve,

Said curve turning to the left through an angle of 90° 00' 00.0", having a radius of 3.0000 feet, and whose long chord bears S 81 ° 48' 44.0" W for a distance of 4.2426 feet to a point of intersection with a nontangential line.

Thence, N 53° 11' 16.0" W for a distance of 769.1426 feet to a point on a line.

Thence, N 36° 48' 44.0" E for a distance of 106.5000 feet to a point on a line.

Thence, S 53° 11' 16.0" E for a distance of 11.9708 feet to a point on a line.

Thence, N 36° 48' 44.0" E for a distance of 156.5000 feet to a point on a line.

Thence, S 53° 11' 16.0" E for a distance of 35.4167 feet to a point on a line.

Thence, N 36° 48' 44.0" E for a distance of 397.0000 feet to a point on a line.

Thence S 53° 11' 16.0" E a distance of 724.7551 feet to the Point of Beginning (POB).

Said property contains 11.224 acres more or less.

Parcel: C (MOB Option Tract)

All that tract or parcel of land lying and being in Land Lot 266 of the 2<sup>nd</sup> District of Lee County, Georgia, and being more particularly described as follows:

From the Point of Beginning (POB); Thence, S 42° 27' 33.6" W for a distance of 174.9300 feet to a point on a line.

Thence, S 64° 35' 33.8" W for a distance of 190.9146 feet to the beginning of a non-tangential curve, Said curve turning to the left through an angle of 04° 32' 30.6", having a radius of 190.0113 feet, and whose long chord bears N 50° 55' 00.7" W for a distance of 15.0582 feet.

Thence, N 53° 11' 16.0" W for a distance of 404.3628 feet to the beginning of a non-tangential curve, Said curve turning to the left through an angle of 90° 00' 00.0", having a radius of 3.0000 feet, and whose long chord bears N 08° 11' 16.0" W for a distance of 4.2426 feet to a point of intersection with a non-tangential line.

Thence, N 36° 48' 44.0" E for a distance of 657.0000 feet to a point on a line. Thence, S 53° 11' 16.0" E for a distance of 306.7793 feet to a point on a line. Thence, S 34° 53' 39.1" E for a distance of 116.9373 feet to a point on a line. Thence, S 08° 27' 03.2" W for a distance of 81.9831 feet to a point on a line.

Thence, S 14° 52' 02.6" W for a distance of 115.0777 feet to a point on a line. Thence S 21 ° 01' 22.9" W a distance of 106.0189 feet to the Point of Beginning (POB).

Said property contains 7.288 acres more or less.



**EXHIBIT "B"**

Butler Snow LLP  
577 Mulberry Street, #1225  
Macon, Georgia 31201

Placement Agent Counsel

Nixon Peabody LLP  
70 West Madison Street  
Chicago, Illinois 60602

Borrower's Counsel

Murray Barnes Finister LLP  
3525 Piedmont Road  
5 Piedmont Center  
Suite 515  
Atlanta, Georgia 30305

Issuer's Bond Counsel