



BOARD OF COUNTY COMMISSIONERS

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

TUESDAY, OCTOBER 25, 2022 AT 6:00 P.M.

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

MEETING AGENDA
VOTING SESSION

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

	<u>PAGE</u>
1. <u>INVOCATION</u> Apostle Malden Batten, The Church of Leesburg, to lead the invocation.	
2. <u>PLEDGE OF ALLEGIANCE</u>	
3. <u>CALL TO ORDER</u>	
4. <u>APPROVAL OF MINUTES</u> (A) Consideration to approve the minutes for the Board of Commissioners meeting for October 11, 2022.	A - E
5. <u>CONSENT AGENDA</u> NONE	
6. <u>NEW BUSINESS</u> (A) Recognition of employees' years of service.	1
7. <u>PUBLIC HEARING</u> NONE	
8. <u>DEPARTMENTAL MATTERS</u> NONE	
9. <u>CONSTITUTIONAL OFFICERS & GOVERNMENTAL BOARDS/AUTHORITIES</u> <u>Board of Elections and Registration</u> (A) Consideration to approve the purchase of new equipment.	
10. <u>COUNTY MANAGER'S MATTERS</u> (A) Updates on County projects. (B) Consideration to award the bid for LED light fixtures in the fire stations.	2 - 7 8 - 10

11. COMMISSIONER'S MATTERS

NONE

12. UNFINISHED BUSINESS

NONE

13. COUNTY ATTORNEY'S MATTERS

- (A) Consideration to approve intergovernmental agreements between Lee County and Lee County Developmental Authority regarding the construction of two new roadways and the installation of the utilities.

11 - 29

14. EXECUTIVE SESSION

- (A) Executive Session to discuss potential or pending litigation.

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, November 8, 2022 at 6:00pm.**
- (B) **Absentee-by-Mail Voting** is available for all registered voters. To obtain an Absentee-by-Mail ballot you may use the ballot request portal available at <https://securemyabsenteeballot.sos.ga.gov/s/>, request an application from the Elections Office at (229) 759-6002, or visit the Elections Office located at 100 Starksville Avenue North, Suite C, Leesburg, Georgia. Absentee-by-Mail ballots for UOCAVA (military and overseas citizens) voters were mailed beginning Tuesday, September 20, 2022. All other ballots were mailed beginning Monday, October 10, 2022. **The last day to request an absentee-by-mail ballot will be Friday, October 28, 2022.**
- (C) **Voted Absentee-by-Mail ballots** may be returned to the Elections Office through the Postal Service, in-person, by a family/household member, or by using the Official Absentee Ballot Drop Box, located inside the Elections Office at 100 Starksville Avenue North, Suite C, Leesburg, Georgia. **The ballot drop box is available and will close on Friday, November 4, 2022 at 5:00 pm.**
- (D) **Advance-In-Person Voting** is now open to all eligible voters at the Elections and Registration Office, 100 Starksville Avenue North, Suite C, Leesburg, Georgia. Ballots may be cast Monday through Friday between 8:15 am and 5:00 pm. Advance-in-Person voting will also be available on Saturday, October 22, 2022 and Saturday, October 29, 2022 from 9:00 am – 5:00 pm. There will also be **pop-up locations for Advance-In-Person Voting** on October 25, 26, and 27 at The Bindery at the Oakland Library from 2:00 pm – 7:00 pm as well as at the Redbone Fire Station on November 1 from 2:00 pm - 7:00 pm. **The last day a voter may vote an Advance-in-Person ballot is Friday, November 4, 2022.**
- (E) The renewal process for 2022 Occupation Tax/Business License will begin November 1, 2022. **All current business licenses will expire on December 31, 2022.**

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
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TUESDAY, OCTOBER 11, 2022 6:00 P.M.

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

MEETING MINUTES
WORK SESSION

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

The Lee County Board of Commissioners met in a work session on Tuesday, October 11, 2022. The meeting was held in the Opal Cannon Auditorium of the Lee County T. Page Tharp Governmental Building in Leesburg, Georgia. Those present were Chairman Billy Mathis, Vice-Chairman John Wheaton, and Commissioner George Walls. Staff in attendance was County Manager Christi Dockery and County Attorney Jimmy Skipper. Commissioner Luke Singletary and County Clerk Kaitlyn Sawyer were absent. The meeting was also streamed on Facebook Live. Chairman Mathis called the meeting to order at 6:00pm.

INVOCATION

Pastor Trent Cory, Hope City United Church, led the invocation.

PLEDGE OF ALLEGIANCE

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

CALL TO ORDER

Special Presentation

Chairman Mathis spoke on the passing of Ms. Betty Johnson and Ms. Opal Cannon. Ms. Betty Johnson was 78 years old and was the Tax Commissioner in Lee County for 28 years and then served as a County Commissioner for one four-year term. She was always kind and helpful and will be very much missed. Ms. Opal Cannon, in Chairman Mathis's opinion, was a pillar of the modern school system in Lee County as she and several others helped build and shape the Lee County School System we have today. She was very strong willed and determined. She will be dearly missed. (The auditorium in the T. Page Tharp Governmental Building, where all Lee County Board of Commissioners meetings are held, is named after Ms. Opal.) Chairman Mathis asked for a moment of silence in honor of Ms. Betty Johnson and Ms. Opal Cannon.

APPROVAL OF MINUTES

- (A) Consideration to approve the Board of Commissioners meeting minutes for September 26, 2022.
Commissioner Wheaton made the **MOTION** to approve the Board of Commissioners meeting minutes for September 26, 2022. Commissioner Walls seconded the **MOTION**. The **MOTION** was unanimous with Chairman Mathis voting yea.

CONSENT AGENDA

NONE

NEW BUSINESS

- (A) Consideration to adopt a proclamation declaring October 2022 as National Disability Employment

Awareness Month.

Commissioner Wheaton made the **MOTION** to adopt a proclamation declaring October 2022 as National Disability Employment Awareness Month. Commissioner Walls seconded the **MOTION**. The **MOTION** was unanimous with Chairman Mathis voting yea.

PUBLIC HEARING

NONE

DEPARTMENTAL MATTERS

Parks & Recreation

- (A) **Consideration to award the bid for a storage building for Parks & Recreation.**

Commissioner Wheaton made the **MOTION** to award the bid for a storage building for Parks & Recreation to Daniel Aluminum Company for \$99,999.99, to come from Recreation Impact Fees. Commissioner Walls seconded the **MOTION**. The **MOTION** was unanimous with Chairman Mathis voting yea.

Planning, Zoning and Engineering

- (B) **Consideration to adopt a resolution granting final approval for Oakland Crossing and accepting deeds for utility improvements, right-of-way, and easements.**

Chairman Mathis asked County Attorney Jimmy Skipper if he has reviewed these easements. County Attorney Jimmy Skipper stated that he has.

Commissioner Wheaton made the **MOTION** to adopt a resolution granting final approval for Oakland Crossing and accepting deeds for utility improvements, right-of-way, and easements. Commissioner Walls seconded the **MOTION**. The **MOTION** was unanimous with Chairman Mathis voting yea.

Fire & EMS

- (C) **Consideration to award the bid for Turn Out Gear for Fire & EMS personnel.**

Commissioner Walls asked if these are changed out often. Chairman Mathis stated they are replaced as the gear gets worn down from use and as new employees are hired. This is a budgeted item. County Manager Christi Dockery added that the gear is measured and ordered to ensure it fits each employee properly.

Commissioner Wheaton made the **MOTION** to award the bid for Turn Out Gear for Fire & EMS personnel to Municipal Emergency Services, Inc. for \$27,950.00, to come from the Public Safety departmental budget. Commissioner Walls seconded the **MOTION**. The **MOTION** was unanimous with Chairman Mathis voting yea

Chairman Mathis added that all ambulances are now equipped with brand new Stryker stretchers that are more automated and do not require our personnel to lift patients into the ambulances, as it is self-lifting. Chairman Mathis asked if at a future meeting an ambulance could be available to show the commissioners the new stretcher. County Manager Christi Dockery stated she would set that up.

CONSTITUTIONAL OFFICERS & GOVERNMENTAL BOARDS/AUTHORITIES

NONE

COUNTY MANAGER'S MATTERS

- (A) **Updates on County projects.**

County Manager Christi Dockery and Chairman Mathis discussed ongoing projects in the County: (1) Popco has completed the water extension project on US Hwy 82 and are currently only waiting on Woodgrain to hook onto the extension; (2) the Haley Drive resurfacing project has been completed, including shoulder work and striping; and (3) the renovations to the gym are ongoing, albeit we are still waiting on the windows.

Chairman Mathis added that soon the County would need to survey the utilities going to the Grand Island property for the hospital project. A bid will soon need to be published.

(B) **Consideration to approve the 2023 joint funding agreement between Lee County and US Department of the Interior for the operation and maintenance on the two creek gauges.**

Commissioner Wheaton made the **MOTION** to approve the 2023 joint funding agreement between Lee County and US Department of the Interior, effective until September 30, 2023, for the operation and maintenance on the two creek gauges for \$14,300.00 to come from the 911 departmental budget. Commissioner Walls seconded the **MOTION**. The **MOTION** was unanimous with Chairman Mathis voting yea.

(C) **Consideration to approve an annual renewal with Traylor Business Services, Inc.**

Commissioner Wheaton made the **MOTION** to approve an annual renewal with Traylor Business Services, Inc. Commissioner Walls seconded the **MOTION**. The **MOTION** was unanimous with Chairman Mathis voting yea.

(D) **Consideration to approve the application for FY 2023 LMIG funds.**

Commissioner Wheaton made the **MOTION** to approve the application for FY 2023 LMIG funds. Commissioner Walls seconded the **MOTION**. The **MOTION** was unanimous with Chairman Mathis voting yea.

(E) **Consideration to ratify a change order with Oxford Construction for the Haley Drive Resurfacing project.**

Commissioner Wheaton made the **MOTION** to ratify a change order with Oxford Construction for the Haley Drive Resurfacing project, decreasing the project cost by \$12,819.41 for a new total of \$277,073.75. Commissioner Walls seconded the **MOTION**. The **MOTION** was unanimous with Chairman Mathis voting yea.

(F) **Consideration to award the bid for Water Systems Improvement in conjunction with the 2021 CDBG project for Palmyra Mobile Home Park. HANDOUT**

County Manager Christi Dockery summarized the bid stating that there was a very good turnout, with six contractors submitting sealed bids at the public bid opening held earlier this afternoon. Chad Griffin, Stillwaters Engineering, has reviewed all bids and provided his recommendation.

Commissioner Wheaton made the **MOTION** to award the bid for Water Systems Improvement in conjunction with the 2021 CDBG project for Palmyra Mobile Home Park to Zane Grace Construction for a base bid of \$541,810.78, to come from CDBG funds. Commissioner Walls seconded the **MOTION**. The **MOTION** was unanimous with Chairman Mathis voting yea.

(G) **Consideration to approve a lease agreement, to expire December 31, 2027, for property at 726 Creekside Drive, Leesburg, GA 31763 to Sam and Kara Shugart of 710 Creekside Drive.**

The lot in question is one of the flood lots owned by the County that can be leased to adjacent property owners for five (5) years for a fee of \$1.00. Nothing can be built on the lot; however, the individual leasing the property is responsible for its maintenance.

Commissioner Wheaton made the **MOTION** to approve a lease agreement for a total of \$1.00, to expire December 31, 2027, for property at 726 Creekside Drive, Leesburg, GA 31763 to Sam and Kara Shugart of 710 Creekside Drive. Commissioner Walls seconded the **MOTION**. The **MOTION** was unanimous with Chairman Mathis voting yea.

COMMISSIONER'S MATTERS

(A) **Consideration to approve the proposed Infrastructure Development Plans for the LCMC Roadway.**

County Manager Christi Dockery stated that after the Board approves the initial plan and once the survey is done and the utilities planned, this project will go out for bid for the construction of the roadway.

Commissioner Wheaton made the **MOTION** to approve the proposed Infrastructure Development Plans for

the LCMC Roadway as presented by EMC Engineering, Inc. Commissioner Walls seconded the **MOTION**. The **MOTION** was unanimous with Chairman Mathis voting yea.

(B) **Consideration to ratify a survey for the proposed water and sanitary force main route along Fussell Road, to be conducted by EMC Engineering.**

Commissioner Wheaton made the **MOTION** to ratify a survey for the proposed water and sanitary force main route along Fussell Road, to be conducted by EMC Engineering. Commissioner Walls seconded the **MOTION**. The **MOTION** was unanimous with Chairman Mathis voting yea.

UNFINISHED BUSINESS

NONE

COUNTY ATTORNEY'S MATTERS

NONE

EXECUTIVE SESSION

NONE

PUBLIC FORUM

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

No citizens took part in the Public Forum.

ANNOUNCEMENTS

- (A) The next regularly scheduled County Commission Meeting is **Tuesday, October 25, 2022 at 6:00pm.**

Lee County Elections and Registration Director Veronica Johnson provided the following announcements and information regarding voting:

- (B) **Absentee-by-Mail Voting** will be available for all registered voters. To obtain an Absentee-by-Mail ballot you may use the ballot request portal available at <https://securemyabsenteeballot.sos.ga.gov/s/>, request an application from the Elections Office at (229) 759-6002, or visit the Elections Office located at 100 Starksville Avenue North, Suite C, Leesburg, Georgia. Absentee-by-Mail ballots for UOCAVA (military and overseas citizens) voters were mailed beginning Tuesday, September 20, 2022. All other ballots were mailed beginning Monday, October 10, 2022. **The last day to request an absentee-by-mail ballot will be Friday, October 28, 2022.**
- (C) **Voted Absentee-by-Mail ballots** may be returned to the Elections Office through the Postal Service, in-person, by a family/household member, or by using the Official Absentee Ballot Drop Box, located inside the Elections Office at 100 Starksville Avenue North, Suite C, Leesburg, Georgia. **The ballot drop box will be available beginning Monday, October 17, 2022 and close on Friday, November 4, 2022 at 5:00 pm.**
- (D) **Advance-In-Person Voting** will be open to all eligible voters **beginning Monday, October 17, 2022** at the Elections and Registration Office, 100 Starksville Avenue North, Suite C, Leesburg, Georgia. Ballots may be cast Monday through Friday between 8:15 am and 5:00 pm. Advance-in-Person voting will also be available on Saturday, October 22, 2022 and Saturday, October 29, 2022 from 9:00 am – 5:00 pm. **The last day a voter may vote an Advance-in-Person ballot is Friday, November 4, 2022.**

There will also be pop-up locations for Advance-In-Person Voting on October 25, 26, and 27 at The Bindery at the Oakland Library from 2:00 pm – 7:00 pm as well as at the Redbone Fire Station on November 1 from 2:00 pm - 7:00 pm.

Chairman Mathis and the Board commended Ms. Johnson and the Elections staff and thanked them for their hard work.

ADJOURNMENT

The meeting adjourned at 6:20 PM.

Facebook video link: <https://www.facebook.com/leecountyga/videos/2080923852093479>

CHAIRMAN

ATTEST: _____
COUNTY CLERK

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The meeting rooms and buildings are handicap accessible.



**MEMORANDUM
LEE COUNTY BOARD
OF COMMISSIONERS**

TO: Honorable Board of County Commissioners
SUBJECT: Employee Years of Service Recognition
MEETING DATE: Tuesday, October 25, 2022

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

- 5 years – Wendy O’Lear – Firefighter/Paramedic
- 10 years – Elaine Watts – Part-Time Employee for Probate Court (formerly) and
Elections and Registration (currently)



MEMORANDUM

LEE COUNTY BOARD OF COMMISSIONERS

TO: Honorable Board of County Commissioners
SUBJECT: County Updates

2021 CDBG

- Palmyra Mobile Home Park project
- Project application submitted June 4, 2021
- Pre-Application Public Hearing held September 22, 2020
- Recommended County match at \$100,000.00
- \$469,284.00 grant amount awarded to Lee County on September 27, 2021
- Kick-off Meeting – December 2021
- Chad Griffin, Still 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
 - BOC awarded bid on October 11, 2022 to Zane Grace Construction for a base bid of \$541,810.78

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 Summers, Tom Summers, 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 Completion Date: October 2022

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 Submitted October 18, 2022
 - Roads: Lumpkin Road West, Quail Street, Northwood Drive, Stanley Street, Cannon Drive, Balmoral Drive, Elgin Court, Montrose Drive, Brittany Lakes Drive, Fairethome Drive, Graves Springs Road, Heathridge Court, Hearthstone Drive, Sterling Drive, Pewter Court, Willow Lake Drive, Fair Oaks Court, Hickory Ridge Court, Cedric Street, Ravenwood Court, Maplewood Court, and Sportmans Club Road
 - 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, Gus Martin Road, and Haley Drive
 - 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: September 2022
 - Closeout Documents submitted to GDOT: October 13, 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

Westover Extension

- Oxford has received notice to proceed from GDOT
- Erosion control measures are in the process of being installed
- Rough grading will begin in a few weeks
- Estimated Completion Date: December 2024

RFPs and RFQs

Open

Courthouse Window Coverings

- Approved by BOC at May 25, 2021 meeting
- Pre-Bid Meeting: October 18, 2022
- Project to be reopened at a future date

LED Lighting in the Fire Stations

- Pre-Bid Meeting: September 20, 2022
- Bid Opening: October 19, 2022
- Results to be brought to the Board on October 25, 2022

Recently Awarded

Water System Improvements (2021 CDBG- Palmyra MHP)

- Overseen by Chad Griffin, Still Waters Engineering
- Bid Opening: October 11, 2022
- BOC awarded bid on October 11, 2022 to Zane Grace Construction for a base bid of \$541,810.78

Turn Out Gear for Fire & EMS Personnel

- Bid Opening: October 6, 2022
- BOC awarded bid on October 11, 2022 to Municipal Emergency Services, Inc. for \$27,950.00

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
- BOC awarded bid on October 11, 2022 to Daniel Aluminum Company for \$99,999.99

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
 - Change order approved decreasing the project cost by \$12,819.41 for a new total of \$277,073.75
- Completed: September 2022

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
- Completed: October 2022

Future

Telecommunications Tower

- Approved by BOC at September 13, 2022 meeting
- To be in Northern Lee County
- Will increase Public Safety radio coverage in the County
- Staff writing RFP documents

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



MEMORANDUM LEE COUNTY BOARD OF COMMISSIONERS

TO: Honorable Board of County Commissioners
SUBJECT: LED Lighting at the Fire Stations RFP
MEETING DATE: Tuesday, October 25, 2022

MOTION/RECOMMENDATION

Motion to award the bid for the replacement of the lighting in the Lee County Fire Stations with LED fixtures. Staff recommends awarding the bid to Inergy Solutions, the lowest responsive bidder, for a total cost of \$59,690.00.

BACKGROUND

Sealed written bids were accepted from qualified vendors for the replacement and installation of LED lighting fixtures at the Fire Stations. All bids were opened during a public bid opening at 2:05pm on Wednesday, October 19, 2022 in the Opal Cannon Auditorium of the T. Page Tharp Governmental Building.

Sealed written bids were received from two (2) vendors:

Dean Electrical Services, Inc.	\$141,200.00
Inergy Solutions	\$59,690.00

ATTACHMENTS

Proposal from Dean Electrical Services, Inc.
Proposal from Inergy Solutions

Dean Electrical Services, INC

2715 Palmyra Rd.
 Albany, GA. 31707
 (229) 883-5300

Estimate

Date	Estimate #
10/18/2022	2909

Name / Address
LEE COUNTY BOARD OF COMMISSIONERS 102 STARKSVILLE AVE. NORTH LEESBURG, GA. 31763

Terms	Project
Net 30	

Description	Qty	Cost	Total
ESTIMATE FOR 2022 LEE COUNTY FIRE STATIONS LIGHTING REPLACEMENT. ESTIMATE TO : REPLACE ALL FIXTURES LISTED TO LED FIXTURES, MOST ARE COLOR SELECTABLE OR 5K IN COLOR OUTPUT. SOME RECESS CAN HOUSING MAY STAY IN PLACE WITH NEW LED FIXTURE MOUNTED TO IT. ALL OTHER FIXTURES WILL BE REPLACED. ALL LIGHTS LISTED IN ADDENDUM FOR FIRE STATION 1,2,4 & 5 ARE INCLUDED. LIFT IS INCLUDED. *CUT SHEET ON FIXTURES WAS E-MAILED TO CHRISTI DOCKERY. TOTAL ESTIMATED COST ONLY, PRICE MAY VARY.		141,200.00	141,200.00
No Warranty On Material/Labor One Year		Total	\$141,200.00

Signature _____

Phone #
1-229-883-5300

E-mail
deanelec@aol.com

**BID FORM
REPLACEMENT OF LIGHTING FIXTURES
LEE COUNTY FIRE STATIONS
RFP #1004**

Name of Bidder/ Vendor: Inergy Solutions
Contact Person: Silvin Sinan
Mailing Address: 6865 Shiloh Road East, Suite 200
Alpharetta, GA, 30005
Telephone: 770-906-8059
Email: silvin.sinan@inergysolutions.net


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

Purchase and installation of the replacement of interior and exterior lighting fixtures throughout the Lee County Fire Stations with energy efficient LED lighting.

Labor (inclusive of removal of old lighting and installation of new): \$30,776.00
Materials (inclusive of all required electrical components): \$28,914.70
Warranties: 5 Year Product Warranty

Total Bid Amount = \$59,690.00

Project will be completed in an estimated 30-60 days of receipt of the official Notice to Proceed from Lee County. *This is to ensure all required products are produced and ready for installation*

Authorized Signature:  **Title:** Chief Information Officer

Name Printed: Troy Miller **Date:** 10/17/2022

STATE OF GEORGIA

COUNTY OF LEE

**AGREEMENT REGARDING DESIGN AND CONSTRUCTION
OF PUBLIC ROADWAYS IN CONNECTION WITH
ECONOMIC DEVELOPMENT PROJECTS LOCATED IN THE GEOGRAPHIC
AREA OF THE FORMER GRAND ISLAND GOLF CLUB IN LEE COUNTY,
GEORGIA – ROADWAY CONSTRUCTION**

This Agreement entered into effective the ____ day of _____, 2022, by and among **Lee County, Georgia**, a political subdivision of the State of Georgia, with a principal address of 102 Starksville Road North, Leesburg, Georgia 31763 (“the County”); **The Development Authority of Lee County, Georgia**, a development authority and body corporate and politic created pursuant to the Development Authorities Law (*O.C.G.A. §36-62-1, et. seq.*), with a principal address of 106 Walnut Avenue North, Leesburg, Georgia 31763 (“the Development Authority”);

W I T N E S S E T H :

WHEREAS, Lee County was established pursuant to the 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 an Intergovernmental Contract pursuant to Article IX, Section III, Paragraph I of the Constitution of the State of Georgia of 1983, as amended; and

WHEREAS, the parties desire to enter into an Intergovernmental Contract in connection with the provision of economic development projects and activities by the Development Authority on behalf of Lee County and its citizens; and

WHEREAS, on June 21, 2018, the Georgia Department of Community Health (“DCH”) issued a Certificate of Need (“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, the Development Authority is a public body corporate and politic, and is registered with the State of Georgia and the Department of Community Affairs is an independent local government authority of the County; and

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

WHEREAS, in connection with the construction of the Hospital Project, it is anticipated that there will be additional economic development projects and activities in the geographic area of the Hospital (the "Geographic Area") directly resulting from the construction of the Hospital Project and associated healthcare facilities, a substantial portion of which will be located upon the site of the former Grand Island Golf Club, and that, as a result, there will need to be construction of public roadways to provide ingress and egress to the Geographic Area which do not now exist; and

WHEREAS, Lee County is authorized to provide for public transportation and for public health facilities and services in accord with the provisions of Article IX, Section II, Paragraph III of the Georgia Constitution of 1983, as amended; 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 provision of 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 contracting parties are authorized by law to undertake or provide; and

WHEREAS, the Development Authority presently owns fee simple title to the Real Property (the "Real Property") where the Hospital Project and other healthcare facilities are to be constructed in Lee County by virtue of a Limited Warranty Deed from 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 other associated healthcare 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, the Development Authority also owns fee simple title to the real property where the new public roadways to be constructed in accord with this Intergovernmental Contract are to be located and installed; and

WHEREAS, Lee County and the Development Authority have determined that it is in the best interest of economic development in Lee County that the County construct

certain public roadways to provide ingress and egress to the Geographic Area in order to provide public transportation to and from such areas ; and

WHEREAS, such public roadways which are the subject of this Agreement will not be located upon any real property where the Hospital, any associated healthcare facilities, or other economic development projects, are to be located, but such public roadways will provide public access and egress and ingress to the Geographical Area.

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

1. The parties agree that there shall be constructed new public roadways to serve the Geographic Area where the hospital, associated healthcare facilities, and other commercial and residential development is to be constructed to serve as connecting roads from existing public roads to the Geographic Area. Such roadways (the "Roadways") shall be constructed in accord with the final engineering plans for such Roadways at the general locations more particularly shown on that certain engineering document more particularly on Exhibit "B" hereto, The Roadways shall be designed, planned and installed in accord with Georgia Department of Transportation and Lee County statutes, ordinances and regulations, and upon completion shall be designated as a county road owned, operated, and maintained by Lee County. The Roadways to be constructed shall be constructed in the locations depicted upon the layout depicted on Exhibit "B" hereto, subject to such revisions and modifications to such layout as may be deemed appropriate by the parties prior to or during the course of construction.

2. The land where the Roadways are to be constructed shall be provided by the Development Authority conveying fee simple title to land to Lee County for such purposes. The actual legal description of the property to be conveyed for rights of way and appurtenances to the rights of way will be provided by amendment to this Agreement, but the parties agree that the general location of the right of way to be conveyed is as depicted on Exhibit "B."

3. (A) Lee County shall be responsible for the construction of the roadway improvements, including, but not limited to, the design, permitting, and construction of such roadway system and the installation of lighting, turn lanes, traffic signals, and signage in connection therewith.

(B) It is the intention of the parties that the construction of the Roadways shall be completed and ready for use no later than December 15, 2023, unless extensions are granted by the Development Authority for such *force majeure* events described in Paragraph 4.3 of this Contract.

4. Lee County and the Development Authority shall be authorized, if said parties deem it appropriate, to enter into a separate intergovernmental agreement with

respect to the construction of the Roadways as required hereunder, the allocation of the cost of such roadway, and the payment of the costs of such Roadways.

5. In connection with the construction of the Roadways, Lee County shall procure and provide to all necessary parties hereto in a timely manner all geotechnical information required to allow the engineers to design the Roadways as mutually agreed upon by the parties. Lee County shall also identify and physically locate all existing utilities within the rights of way of such designated Roadways prior to the commencement with any construction activity in connection with the construction of the Roadways. Lee County shall perform, or cause to be performed, all of the required boundary and topographical survey work required for the roadway improvements.

6. Lee County shall be responsible for obtaining all permits and approvals required by any governmental entity in connection with the design and construction of the Roadways.

7. (A) Lee County shall acquire and obtain all required rights of way, easements, fee simple interests, and other property rights and interests required to allow for the design, permitting, and construction of the Roadways at no cost to the Development Authority. All costs of acquisition incurred by either the Development Authority or Lee County shall be paid in accord with Paragraph 10 hereof.

(B) In the event that any portion of the real property where such Roadways is to be constructed is not owned by the Development Authority, then the Development Authority agrees to acquire fee simple title to such real property and thereafter convey such real property to Lee County for the construction of such Roadways. In the event that any of the real property which is required for such Roadways is not owned by the Development Authority, and in the further event that such real property must be acquired by eminent domain, then Lee County agrees to undertake such eminent domain proceedings at its cost and expense.

8. (A) Lee County, or an engineering firm retained by Lee County which is experienced with road design and construction projects, shall develop a conceptual/schematic design document package (the "initial design") for the Roadways for review and written approval by the parties to this Agreement.

(B) The initial design documents for the roadway shall include the following:

- (1) A horizontal roadway plan; and
- (2) Typical sections showing pavement profile.

(C) Upon approval of the initial design by the parties, Lee County, or Lee County's retained engineer, shall, in accord with the agreed upon project schedule, prepare

a complete set of detailed plans and specifications sufficient for permitting, bidding, and construction of the roadway (the "final design").

9. Lee County shall perform, or shall cause to be performed through contractors and subcontractors, all work required for the construction of the Roadways.

10. All costs and expenses incurred with respect to the planning, engineering, and construction of the Roadways shall be reviewed and approved by the parties, and such approvals shall not be unreasonably withheld. Lee County shall periodically advise the Development Authority of such ongoing costs and expenses. The costs and expenses incurred by Lee County with respect to the planning, engineering, and construction of the Roadways (and such other costs and expenses as may be so incurred) shall be paid by Lee County from funds available to Lee County for such purposes.

11. With respect to the design and specifications of the Roadways, the following shall apply:

(A) Lee County, or its contractors and subcontractors, shall perform all mass grading, construction of roadway pavement, curb and gutter systems, striping, marking, and traffic control signage.

(B) Lee County, or its contractors or subcontractors, shall provide all deceleration/ acceleration lanes and intersection improvements as needed for traffic control and access to and from the Roadways.

(C) Lee County, or its contractors or subcontractors, shall provide all necessary signalization and electronic infrastructure for traffic control.

(D) Lee County, or its contractors or subcontractors, shall provide all passenger embarkment points for public transportation as required by any public transit agency.

(E) Lee County, or its contractors or subcontractors, shall provide all concrete sidewalks, landscaping, and irrigation within the rights of way.

(F) Lee County, or its contractors or subcontractors, shall provide all lighting within the rights of way.

(G) Lee County, or its contractors or subcontractors, shall provide all roadway design information indicating center line and edge elevations at all curb cut locations in coordination with the schedule for the hospital's construction to allow for completion of civil engineering design and permitting in accordance with the final design.

(H) Lee County, or its contractors or subcontractors, shall provide a project schedule indicating completion of all roadway construction within the time-frame established in Paragraph 3(B) hereof.

12. Unless otherwise agreed by the parties, the Roadways shall include the following additional elements:

(A) A round-about at the Eastern intersection of the proposed road and Grand Island Drive;

(B) A minimum 24-inch curb and gutter along the entire length of the Roadways;

(C) A minimum 24-foot width from the edge of the asphalt to the edge of the asphalt for any two-lane road sections;

(D) The roadway thickness shall comply with all Lee County road construction requirements;

(E) Right and left turn acceleration/deceleration lanes of appropriate length as and where required by the final plans;

(F) Necessary curb cuts and driveway entrances as and where required by the final plans; and

(G) Except as otherwise provided herein, the Roadways shall conform in all respects to all applicable regulations of the Georgia Department of Transportation and Lee County with respect to the construction of roadways within the unincorporated areas of Lee County.

13. All contracts and subcontracts entered into in accord with the terms of this Agreement by any party hereto shall be approved by the parties prior to such contract being effective for any purpose.

14. If any term, provision, or paragraph of this Agreement is determined by a Court of competent jurisdiction to be invalid or unenforceable for any reason, such determination shall be limited to the narrowest possible scope in order to preserve the enforceability of the remaining portions of the term, provision, or paragraph, and such determination shall not affect the remaining terms, provisions, or paragraphs of this Agreement, which shall continue to be given full force and effect.

15. The parties hereto agree to execute and deliver, after the effective date of this Agreement, and without any additional consideration, any additional documents or undertake any further actions as may be necessary to fulfill the intent of this Agreement and the transactions contemplated thereby.

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

Lee County, Georgia
102 Starksville Avenue, North
Leesburg, Georgia 31763

Each notice to The Development Authority of Lee County, Georgia shall be sent by registered or certified mail, postage prepaid, and return receipt requested, to:

The Development Authority of Lee County, Georgia
106 Walnut Avenue North
Leesburg, Georgia 31763

Notices shall be sent to such other address 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.

17. Notwithstanding any other provision of this Contract, in the event the any party hereto is delayed in or prevented from performing any of its respective obligations under this Agreement due to acts of God, war, riots, civil insurrection, acts of the public enemy, strikes, lockouts, acts of insurrection, acts of civil or military authority, fires, floods or earthquakes, or other causes beyond the reasonable control of the party delayed, then such delay or nonperformance shall be excused during the existence of the delay or nonperformance. If any such delay or nonperformance due to the foregoing causes or events occurs or is anticipated, the party affected shall promptly notify the other party in writing of such event or expected event and the cause and estimated duration of such event. The party affected by such event shall, at no cost to the other party, exercise due diligence to shorten or avoid the delay or nonperformance and shall keep the other party advised as to the continuance of the delay and steps taken to shorten or terminate the delay or nonperformance.

18. Time is of the essence in the performance of each and every obligation hereunder.

19. The parties agree that this Contract, and, except as otherwise provided herein, each and every obligation of the parties hereunder, shall be terminated, void, and of no further force and effect, should either (i) the closing and issuance of revenue bonds by the Development Authority to a non-profit entity to be used to construct the hospital project not occur on or before July 1, 2023; or (i) the CON issued by the Georgia Department of

Community Health in connection with the financing, construction, and operation of the hospital project expires, terminates, or is withdrawn. In the event of such expiration, termination, or withdrawal, neither party hereunder shall be obligated to any other party hereunder except for such monetary obligations as were owed by a party to another party prior to the date of such expiration, termination, or withdrawal.

20. This Contract shall be governed by and construed in accord with the laws of the State of Georgia.

21. This Contract is binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

22. This Contract is the sole agreement between the parties with respect to the subject matter hereof (the Roadway construction), and no modification of this Agreement shall be binding unless the same is reduced to writing and signed by all parties to this Agreement. No representation, promise, or inducement not included in this Agreement shall be binding upon any party hereto. No person or entity not either a party hereto, nor an authorized and approved transferee or assignee hereunder, shall have any rights, interest, or obligations under this Contract; nor shall any person or entity not either a party hereto, nor an authorized and approved transferee or assignee hereunder, be construed to be a third-party beneficiary under this Contract.

23. This Intergovernmental Contract has been approved by the parties hereto at public meetings held by the respective parties in accord with the provisions of the Georgia Open Meetings Act at O.C.G.A. §50-14-1, et. seq.

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals on the day and year first above written.

Lee County, Georgia

By: _____ (L.S.)
Chairman

Attest: _____ (L.S.)
County Clerk

**The Development Authority
of Lee County, Georgia**

By: _____ (L.S.)
Chairman

Attest: _____ (L.S.)
Secretary

STATE OF GEORGIA

COUNTY OF LEE

AGREEMENT REGARDING DESIGN AND CONSTRUCTION OF CERTAIN UTILITIES IN CONNECTION WITH ECONOMIC DEVELOPMENT PROJECTS IN THE GEOGRAPHIC AREA OF THE FORMER GRAND ISLAND GOLF CLUB IN LEE COUNTY, GEORGIA - UTILITY CONSTRUCTION

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

WITNESSETH:

WHEREAS, Lee County was established pursuant to the 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 an Intergovernmental Contract pursuant to Article IX, Section III, Paragraph I of the Constitution of the State of Georgia of 1983, as amended; and

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

WHEREAS, on June 21, 2018, the Georgia Department of Community Health (“DCH”) issued a Certificate of Need (“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, the Development Authority is a public body corporate and politic, and is registered with the State of Georgia and the Department of Community Affairs is an independent local government authority of the County; and

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

WHEREAS, in connection with the construction of the Hospital Project, it is anticipated that there will be additional economic development projects and activities in the geographic area of the Hospital (the "Geographic Area") directly resulting from the construction of the Hospital Project and associated healthcare facilities, a substantial portion of which will be located upon the site of the former Grand Island Golf Club, and that, as a result, there will need to be construction and installation of utility infrastructure to provide for utilities and utility connections to the Geographic Area which do not now exist; and

WHEREAS, Lee County is authorized to provide for storm water and sewage collection, disposal systems, and for the development, storage, treatment, purification, and distribution of water, and public health facilities and services in accord with the provisions of Article IX, Section II, Paragraph III of the Georgia Constitution of 1983, as amended; 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 provision of 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 contracting parties are authorized by law to undertake or provide; and

WHEREAS, the Development Authority presently fee simple owns title to the Real Property (the "Real Property") where the Hospital Project and other healthcare facilities are to be constructed in Lee County by virtue of a Limited Warranty Deed from 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 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, the Development Authority also owns fee simple title to the real property where it is anticipated that other economic development projects and activities will

occur as a result of the construction and operation of the Hospital Project and the associated healthcare facilities will occur; and

WHEREAS, Lee County and the Development Authority have determined that it is in the best interest of economic development in Lee County that the County construct certain utilities in connection with the anticipated economic development of the Geographic Area ; and

WHEREAS, such off-site infrastructure shall include water and sewer facilities, off-site storm water facilities, natural gas, electricity and telecommunications facilities and connections to the Geographic Area.

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

SECTION I. Off-Site Water and Sewer Infrastructure Project

1.1. The parties agree that there shall be constructed on public property presently owned by the Development Authority certain utility infrastructure to provide adequate water and sewer service to serve the Geographic Area. Such water and sewer service shall be provided to the property line of developed and developable sites in the geographic area. The developer, the lessee or the sublessee of such sites shall be responsible for connecting such water and sewer facilities to the buildings or structures located or to be located and constructed upon such sites. The monthly cost for the use of such services shall be paid by the entity or entities contracting for such services.

1.2. The parties agree that Lee County shall be responsible for the procurement, design, permitting, and construction of such off-site water and sewer infrastructure (the "water and sewer project") to provide water and sewer service to the geographic area. In addition to the foregoing obligations of Lee County, Lee County shall also provide the following with respect to the water and sewer project:

(i) acquire all necessary rights of way and easements required in connection with the construction of the water and sewer project;

(ii) be responsible for the construction of such water and sewer system project, including, but not limited to, the design, permitting, and construction and the installation thereof, all of which shall comply in all respects with all applicable federal, state and local statutes, codes, ordinances and regulations; and

(iii) secure and provide to all necessary parties in a timely manner all geotechnical information required to allow the engineers to design the water and sewer system project in accord with the project schedule as mutually agreed upon by the parties; and

(iv) identify and physically locate all existing utilities within any existing rights of way affected by the water and sewer system improvements and within any other areas affected by the construction of the water and sewer system improvements; and

(v) to perform, or cause to be performed, all of the required boundary and topographical survey work required for the water and sewer project.

1.3. (A) Lee County shall be responsible for obtaining all permits or approvals required by any governmental entity in connection with the design and construction of the water and sewer project.

(B) Any rights of way or easements that must be acquired in connection with the water and sewer system improvements shall be acquired at Lee County's cost and expense.

1.4. (A) Lee County shall hire and retain an engineering firm retained which is experienced in planning, designing, and engineering such water and sewer projects, which shall develop a conceptual/schematic design document package (the "initial design") for review and written approval by all parties to this Agreement.

(B) The initial design documents for the water and sewer project shall include the following:

(1) Scope and specifications indicating the location and size of all water and sewer utilities required to support the maximum density development of the service area;

(2) A horizontal roadway plan;

(3) Typical cross-sections of right of way and easements and any additional areas included in the water and sewer improvements, including pavement profile sections from the roadway improvements.

(C) The initial design documents for the water and sewer project shall also include the following designs and specifications:

(1) Provide a complete fire protection and potable water supply system along the entire length (unless another location shall be approved by the parties) of the roadways to be constructed by Lee County through the Geographic Area which will provide ingress and egress to the Geographic Area, with capacity sufficient to support the maximum density allowed for the Geographic Area allowed under current local Ordinances. The system shall include fire hydrants and shall be installed in such a manner to create a loop system within the existing public water system infrastructure.

(2) Provide a complete sewerage system located along the center line of the surface of the new roadways (unless another location shall be approved by the parties) at sufficient depth to allow for gravity flow sewerage connections from maximum density development of the land fronting the roadways.

(3) Provide all concrete sidewalks, landscaping, and all street lighting for the area as required by the plans and specifications approved by the parties.

(4) Provide water and sewer connection capabilities at various locations in the Geographic Area as established in the approved final plans for the water and sewer project.

(D) Upon approval of the initial design by the parties, the engineer, shall, in accord with the agreed upon project schedule, prepare a complete set of detailed plans and specifications sufficient for permitting, bidding, and construction of the water and sewer project (the “final design”).

1.5. The work to be performed under this Section I of this Contract shall be completed no later than December 15, 2023, unless extensions are granted by the Development Authority for such *force majeure* events described in Paragraph 434 of this Contract.

1.6. All costs and expenses of the water and sewer project shall be reviewed and approved by the parties to this Contract, and such approvals shall not be unreasonably withheld. Lee County shall periodically advise the Development Authority of such ongoing costs and expenses. The cost and expenses of the water and sewer improvements shall be paid by Lee County from funds available to Lee County for such purpose, unless otherwise provided in an Intergovernmental Contract entered into between Lee County and the Lee County Utilities Authority as authorized in Paragraph 1.7 of this Contract.

1.7. Notwithstanding any other provision or provisions of this SECTION I of this Contract, Lee County shall be authorized, in its sole and absolute discretion, to enter into an Intergovernmental Contract with the Lee County Utilities Authority (“LCUA”) to provide that LCUA shall be responsible for the procurement, design, permitting, construction, and funds the cost of such off-site water and sewer infrastructure (the “water and sewer project”) to provide water and sewer service to the Geographic Area. In the event that such an intergovernmental contract is entered into between such parties, Lee County shall be authorized to (i) transfer and assign all of its rights and obligations under this SECTION I of this Contract to LCUA, which shall assume such obligations in accord with the terms of such transfer and assignment and this Contract; and (ii), upon the completion of such project, transfer, assign, and convey all water and sewer infrastructure installed in accord with the terms of this Contract to LCUA, and such infrastructure shall become part of the LCUA water and sewer system.

SECTION II. Off-Site Storm Water Facilities

2.1. The parties agree that there shall be constructed on public property owned by the Development Authority certain utility infrastructure to provide adequate storm water detention and run-off facilities to serve to the Geographic Area. The storm water and outfall system (the "storm water project") shall be designed and constructed to meet the runoff and detention requirements for the Geographic Area. The storm water project shall also be designed and constructed such that no outfall, runoff, or retention will drain into any part of the Aronov pond or any of its contributing ponds or tributaries. The storm water system will be owned by Lee County. Any monthly or other cost imposed by a governmental entity and payable with respect to the provision of such storm water facilities shall be paid by the entity or entities occupying such properties.

2.2. (A) Lee County shall be responsible for the procurement, design, permitting, construction, and maintenance of off-site storm water facilities to provide storm water detention and removal to serve the Geographic Area.

(B) Lee County shall be authorized to contract with a third party or parties in connection with the construction of such storm water project.

(C) Lee County shall acquire all necessary rights of way and easements required in connection with the construction of the storm water project. Such rights of way and easements shall be owned by Lee County in the same manner and to the same extent that similar rights of way and easements are owned by Lee County with respect to other storm water facilities owned by Lee County within its jurisdiction.

2.3. Lee County shall be responsible for construction of such storm water project, including, but not limited to, the design, permitting, and construction and the installation thereof, all of which shall comply in all respects with all applicable federal, state and local statutes, codes, ordinances and regulations.

2.4. In connection with such storm water project construction, Lee County shall (a) secure and provide to all necessary parties in a timely manner all geotechnical information required to allow the engineers to design the storm water project in accord with the project schedule as mutually agreed upon by the parties; (b) identify and physically locate all existing utilities within any existing rights of way affected by the storm water system improvements and within any other areas affected by the construction of the storm water project; and (c) to perform, or cause to be performed, all of the required boundary and topographical survey work required for the storm water project.

2.5. (A) Lee County shall be responsible for obtaining all permits or approvals required by any governmental entity in connection with the design and construction of the storm water project.

(B) Any rights of way or easements that must be acquired in connection with the storm water project shall be acquired at Lee County's cost and expense.

2.6. (A) Lee County shall retain an engineering firm with experience in the design, construction, and installation of a storm water project, and such engineering firm shall, develop a conceptual/schematic design document package (the "initial design") for review and written approval by all parties to this Agreement.

(B) The initial design documents for the storm water project shall include the following:

(1) Scope and specifications indicating the location and size of all storm water utilities required to support the maximum density development of the service area.

(2) Typical cross-sections of rights of way and easements and any additional areas included in the storm water improvements, including pavement profile sections from the roadway improvements.

(C) The initial design documents for the storm water project shall also include the following designs and specifications:

(1) A complete storm water sewerage system for the Geographic Area.

(2) Provide all storm water retention and detention facilities and all water quality management systems which are included in the storm water system to be located in the Geographic Area.

(3) Provide that the storm water system is designed and constructed in sufficient capacity to comply with all applicable with all federal, state, local statutes, ordinances and regulations with respect to the service area.

(D) Upon approval of the initial design by the parties, the engineer retained by Lee County shall, in accord with the agreed upon project schedule, prepare a complete set of detailed plans and specifications sufficient for permitting, bidding, and construction of the storm water project (the "final design").

2.7. Lee County shall perform, or cause to be performed by its contractors and subcontractors, all work in accord with the provisions final design of the storm water project.

2.8. All costs and expenses of the storm water project shall be reviewed and approved by the parties to this Contract, and such approvals shall not be unreasonably withheld. Lee County shall periodically advise the Development Authority of such ongoing costs and expenses. The cost and expenses of the storm water project shall be paid by Lee County from funds available to Lee County for such purpose.

2.9 The work to be performed under this SECTION II of this Contract hereunder shall be completed no later than December 15, 2023, unless extensions are granted by the Development Authority for such *force majeure* events described Paragraph 4.3 of this Contract.

SECTION III. Off-Site Natural Gas, Electricity and Telecommunications Facilities

3.1. The parties agree that there shall be constructed on public property owned by the Development Authority certain utility infrastructure to provide for adequate natural gas service, electrical service, and telecommunications facilities to serve the Geographic Area. Such natural gas, electrical, and telecommunications services and facilities (the “third-party services”) shall be provided to the property line of such sites in the Geographic Area, and the developer, lessee, or sublessee of the sites in the Geographic Area shall be responsible for connecting such third-party services to the buildings or structures located or to be located and constructed upon such sites. The monthly cost for the use of such services shall be paid by the entity or entities contracting for such services.

3.2. (A) The Development Authority shall procure the third-party services from the applicable utility providers to serve the Geographic Area. Except as otherwise provided in this SECTION III of this Contract, any cost of such procurement shall be paid by the Development Authority.

(B) The Development Authority, at its sole initial cost and expense, shall also acquire and provide to the providers of the third-party service all required rights of way and easements in the Geographic Area deemed necessary in order for such services to be provided as required by this SECTION III of this Contract.

(C) The facilities to be constructed and installed with respect to the provision of the third-party services shall be installed at such locations as may be approved by the parties to this Contract and the providers of the third-party services.

3.3. The Development Authority shall require each provider of one of more third-party services to develop a conceptual/schematic design document package (the “initial design”) regarding that third-party service providers services for review and written approval by all parties to this Contract. The initial design shall provide the proposed location of all required easements and facilities with respect to the third-party services. Upon approval of the initial design by the parties, the Development Authority shall require the providers of the third-party services to prepare a complete set of detailed plans and specifications sufficient for permitting and construction of the third-party services (the “final design”).

3.4. The providers of the third-party services, or their subcontractors, shall provide all materials and work necessary for the construction and installation of the third-party services.

3.5. All costs and expenses incurred by the Development Authority in connection with the provision of the third- party services project shall be reviewed and approved by the parties to this Contract, and such approvals shall not be unreasonably withheld. The Development Authority shall periodically advise Lee County of such ongoing costs and expenses. The costs and expenses of the third- party services project shall be paid by the Development Authority; provided, however, that upon request of the Development Authority, such costs and expenses shall be paid or reimbursed to the Development Authority by Lee County from such funds as may be available to Lee County for such purposes.

3.6 The work to be performed under this SECTION III of this Contract hereunder shall be completed no later than December 15, 2023, unless extensions are granted by the Development Authority for such *force majeure* events described Paragraph 4.3 of this Contract.

SECTION IV. Miscellaneous Matters Applicable to Utility Services

4.1. With respect to the planning, construction, and installation of all of the utility services to be provided in accord with the terms of this Contract, each party, and each entity subcontracting to provide portions of such utility services as authorized hereunder, shall coordinate their planning, construction, and installation with respect to the utility services such that the utility services are installed in an orderly and timely manner.

4.2. All contracts and subcontracts entered into in accord with the terms of this Contract by any party hereto shall be approved by the parties prior to such contract being effective for any purpose.

4.3 Notwithstanding any other provision of this Contract, in the event the any party hereto is delayed in or prevented from performing any of its respective obligations under this Agreement due to acts of God, war, riots, civil insurrection, acts of the public enemy, strikes, lockouts, acts of insurrection, acts of civil or military authority, fires, floods or earthquakes, or other causes beyond the reasonable control of the party delayed, then such delay or nonperformance shall be excused during the existence of the delay or nonperformance. If any such delay or nonperformance due to the foregoing causes or events occurs or is anticipated, the party affected shall promptly notify the other party in writing of such event or expected event and the cause and estimated duration of such event. The party affected by such event shall, at no cost to the other party, exercise due diligence to shorten or avoid the delay or nonperformance and shall keep the other party advised as to the continuance of the delay and steps taken to shorten or terminate the delay or nonperformance.

SECTION V. General Matters

5.1. This Contract shall be governed by and construed in accord with the laws of the State of Georgia.

5.2. This Contract is binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

5.3. This Contract is the sole agreement between the parties with respect to the subject matter hereof (the utility infrastructure construction), and no modification of this Agreement shall be binding unless the same is reduced to writing and signed by all parties to this Agreement. No representation, promise, or inducement not included in this Agreement shall be binding upon any party hereto. No person or entity not either a party hereto, nor an authorized and approved transferee or assignee hereunder, shall have any rights, interest, or obligations under this Contract; nor shall any person or entity not either a party hereto, nor an authorized and approved transferee or assignee hereunder, be construed to be a third-party beneficiary under this Contract.

5.4. If any term, provision, or paragraph of this Contract is determined by a Court of competent jurisdiction to be invalid or unenforceable for any reason, such determination shall be limited to the narrowest possible scope in order to preserve the enforceability of the remaining portions of the term, provision, or paragraph, and such determination shall not affect the remaining terms, provisions, or paragraphs of this Contract, which shall continue to be given full force and effect.

5.5. The parties hereto agree to execute and deliver, after the effective date of this Contract, and without any additional consideration, any additional documents or undertake any further actions as may be necessary to fulfill the intent of this Agreement and the transactions contemplated thereby.

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

Lee County, Georgia
102 Starksville Avenue, North
Leesburg, Georgia 31763

Each notice to The Development Authority of Lee County, Georgia shall be sent by registered or certified mail, postage prepaid, and return receipt requested, to:

The Development Authority of Lee County, Georgia
106 Walnut Avenue North
Leesburg, Georgia 31763

Notices shall be sent to such other address 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.

5.7. Time is of the essence in the performance of each and every obligation hereunder.

5.8. The parties agree that this Contract, and, except as otherwise provided herein, each and every obligation of the parties hereunder, shall be terminated, void, and of no further force and effect, should either (i) the closing and issuance of revenue bonds by the Development Authority to a non-profit entity to be used to construct the hospital project not occur on or before July 1, 2023; or (i) the CON issued by the Georgia Department of Community Health in connection with the financing, construction, and operation of the hospital project expires, terminates, or is withdrawn. In the event of such expiration, termination, or withdrawal, neither party hereunder shall be obligated to any other party hereunder except for such monetary obligations as were owed by a party to another party prior to the date of such expiration, termination, or withdrawal.

5.9 This Intergovernmental Contract has been approved by the parties hereto at public meetings held by the respective parties in accord with the provisions of the Georgia Open Meetings Act at O.C.G.A. §50-14-1, et. seq.

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals on the day and year first above written.

Lee County, Georgia

By: _____(L.S.)
Chairman

Attest: _____(L.S.)
County Clerk

**The Development Authority
of Lee County, Georgia**

By: _____(L.S.)
Chairman

Attest: _____(L.S.)
Secretary