



BOARD OF COUNTY COMMISSIONERS

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

TUESDAY, DECEMBER 13, 2022 AT 6:00 P.M.
T. PAGE THARP BUILDING
OPAL CANNON AUDITORIUM
WWW.LEE.GA.US

MEETING AGENDA
WORK SESSION

COUNTY COMMISSIONERS

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

COUNTY STAFF

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

1. INVOCATION

Dr. Josh Posey, Senior Pastor of First Baptist Church of Leesburg, to lead the invocation.

PAGE

2. PLEDGE OF ALLEGIANCE

3. CALL TO ORDER

4. APPROVAL OF MINUTES

(A) Consideration to approve the minutes for the Board of Commissioners meeting for November 8, 2022.

A - D

5. CONSENT AGENDA

NONE

6. NEW BUSINESS

(A) Recognition of employees' years of service.

1

(B) Jackie Entz Shores, Artesian Alliance Director of Education, to present information on the DEA Traveling Exhibit. *HANDOUT*

(C) Justin Elliott of Mauldin and Jenkins to present the FY2021-2022 audit. *HANDOUT*

7. PUBLIC HEARING

(A) **SR DeSoto 2 & 3, LLC (Z22-004):** Connor Echols has submitted an application to the Lee County Planning Commission requesting a Conditional Use for a large scale (1,566 total acres) ground mounted solar energy system as a principal use in the AG-1 (Active Agriculture District). Project is known as SR DeSoto 2 & 3, LLC. There are multiple property owners as follows: Silicon Ranch Corporation, Wherrell 41, LLC, Roger Howell, John & Eddie Berryhill for a total of (944 acres) fenced/developed area, collectively, ("Landowners") of land being part of Land Lots 188, 189, 195, 196, 197, 221, 222, 227, & 228 of the Fourteenth Land District, of Lee County, Georgia. The property involved is presently zoned AG-1. ***Planning Commission members and Planning Department staff and consultants recommend approval, with the following conditions, to be fulfilled at the owner/developer's expense: (1) The applicant shall ensure that design and construction of structures shall meet or exceed the standards indicated on the concept plan, narrative, and other documents submitted with the conditional use application and attached hereto. This condition shall not construe approval of any standard that is not in conformity with the Lee County Code of Ordinances; (2) The applicant***

2 - 73

shall ensure that design and engineering for land development meets storm water management requirements to minimize stormwater runoff and ensure the quality of water exiting the site; (3) The applicant shall ensure that low impact construction techniques are utilized to avoid soil compaction during and after construction; (4) The applicant shall ensure that monthly water quality testing is conducted per GA EPD standards and send the monthly reports to the County. Any sampling and reporting conducted by GA EPD should also be shared with the County; (5) The applicant should ensure that a wildlife management assessment is conducted to provide a recommendation on mitigation and share all updates on wildlife management with the County on a monthly basis; and (6) The applicant shall complete the abovementioned and have the Phase II project approved per the existing Memorandum of Understanding before Phase III commences.

8. DEPARTMENTAL MATTERS

Building Inspection/ Business Licenses

- (A) Consideration to approve the alcohol license renewals for 2023. 74 - 75

Planning, Zoning, and Engineering

- (B) Review of the December 1, 2022 Planning Commission meeting minutes. 76 - 80
- (C) Review of the 2023 Planning Commission meeting calendar. 81

9. CONSTITUTIONAL OFFICERS & GOVERNMENTAL BOARDS/AUTHORITIES

- (A) Consideration to appoint **one member** to the **Elections & Registration Board** for a term of four years. Current term expires 12/31/2022. New term expires 12/31/2026. Letters of interest in reappointment received from George Houston. 82 - 84

- (B) Consideration to appoint **two members** to the **Health Board** for a term of six years. Current term expires 12/31/2022. New term expires 12/31/2028. Letters of interest received from Tina Marbury and Jamie Swain (reappointment). 85 - 89

- (C) Consideration to appoint **one member** to the **Joint Development Authority of Baker, Dougherty, Lee, and Terrell Counties** for a term of one year. Current term expires 12/31/2022. New term expires 12/31/2023. Letters of interest received from David Brokamp (reappointment) and John Hudgens. 90 - 93

- (D) Consideration to appoint **one member** to the **Planning Commission** to fulfill a current vacancy for a term of four years. Vacancy is a result of Chris Guarnieri's resignation. Current term expires 1/31/2023. Letters of interest in appointment received from Kyle Luckie. 94 - 96

Utilities Authority

- (E) Consideration to adopt a Resolution Authorizing the Third Amendment to the Intergovernmental Contract between the Lee County Utilities Authority and the Lee County Board of Commissioners regarding the Issuance of Revenue Bond, Series 2022. 97 - 132

10. COUNTY MANAGER'S MATTERS

- (A) Updates on County projects. 133 - 138

- (B) Consideration to approve a six-month (01/01/2023 – 06/30/2023) proposed contract and budget for the Office of the Circuit Public Defender David T. Winheim. 139 - 158

- (C) Consideration to approve an application for Hazard Mitigation grant funds. 159 - 169

- (D) Consideration to adopt a resolution approving the Final Capital Improvements Element (CIE) Annual Update. *Public Hearing held November 8* 170 - 181

- (E) Consideration to award the bid for the 2023 LMIG Road Projects. 182 - 184

11. COMMISSIONER'S MATTERS

(A) Consideration to adopt a Resolution to Activate a Hospital Authority. 185 - 187

12. UNFINISHED BUSINESS

NONE

13. COUNTY ATTORNEY'S MATTERS

- (A) Consideration to adopt an amendment to Chapter 58 Article IV, Section 58-86 of the Code of Ordinances Related to Approval of Minor Subdivisions and Plat Requirements with Respect to Such Minor Subdivisions. *FIRST READING* 188 - 191
- (B) Consideration to adopt an amendment to Chapter 58 Article IV, Section 58-122 of the Code of Ordinances Related to Approval of Major Subdivisions and Plat Requirements with Respect to Such Major Subdivisions. *FIRST READING* 192 - 195
- (C) Consideration to adopt an amendment to Chapter 38 Article VI Soil Erosion and Sedimentation Prevention. *FIRST READING* 196
- (D) Consideration to adopt an amendment to Chapter 6 of the Code of Ordinances Relating to the Sale and Consumption of Alcoholic Beverages, specifically regarding the Licensure of Package Stores. *FIRST READING* 197 - 203
- (E) Consideration to adopt a Resolution Terminating a Temporary Moratorium upon the Zoning, Permitting, Construction, and Operation of Package Stores. 204 - 205
- (F) Consideration to adopt a Resolution Extending a Temporary Moratorium upon the Zoning, Permitting, Construction, and Operation of Ancillary Healthcare Facilities. 206 - 207
- (G) Consideration to adopt a Resolution Extending a Temporary Moratorium upon the Zoning, Permitting, Construction, and Operation of Mini Warehouses. 208 - 209

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 **Wednesday, January 11, 2023 at 6:00pm.**
- (B) The renewal process for 2022 Occupation Tax/Business License began November 1, 2022. **All current business licenses will expire on December 31, 2022.** Please contact Building Inspection at (229) 759-3326 for any questions.
- (C) Offices of the Lee County Board of Commissioners will be **closed Friday, December 23, 2022 and Monday, December 26, 2022** in observance of Christmas and **Monday, January 2, 2023** in observance of New Year's Day.

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 lifelong 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, NOVEMBER 8, 2022 6:00 P.M.

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

MEETING MINUTES
VOTING SESSION

COUNTY COMMISSIONERS

Billy Mathis, Chairman	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 Good, County Clerk
Jimmy Skipper, County Attorney

The Lee County Board of Commissioners met in a voting session on Tuesday, November 8, 2022. The meeting was held in the Opal Cannon Auditorium of the Lee County T. Page Tharp Governmental Building in Leesburg, Georgia. Those present were Chairman Billy Mathis, Vice-Chairman John Wheaton, Commissioner Luke Singletary, and Commissioner George Walls. Staff in attendance was County Manager Christi Dockery, County Attorney Jimmy Skipper, and County Clerk Kaitlyn Good. The meeting was also streamed on Facebook Live. Chairman Mathis called the meeting to order at 6:00pm.

INVOCATION

Chairman Billy 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 October 25, 2022.**
Commissioner Wheaton made the **MOTION** to approve the Board of Commissioners meeting minutes for October 25, 2022. Commissioner Walls seconded the **MOTION**. The **MOTION** was unanimous with Commissioner Singletary voting yea.

CONSENT AGENDA

NONE

NEW BUSINESS

NONE

PUBLIC HEARING

- (A) **The Board of Commissioners will hold a public hearing to consider a resolution transmitting a draft Capital Improvements Element Annual Update to the Southwest Georgia Regional Commission for regional review pursuant to the Georgia Planning Act of 1989.**
Chairman Mathis opened the Public Hearing.

With no comments or questions from the audience or the Board, the Public Hearing was closed.

Consideration to adopt a resolution transmitting a draft Capital Improvements Element Annual Update to the Southwest Georgia Regional Commission for regional review pursuant to the Georgia Planning Act of 1989.

Commissioner Singletary made the **MOTION** to adopt the resolution transmitting a draft Capital Improvements Element Annual Update. Commissioner Walls seconded the **MOTION**. The **MOTION** was unanimous with Commissioner Wheaton voting yea.

DEPARTMENTAL MATTERS

NONE

CONSTITUTIONAL OFFICERS & GOVERNMENTAL BOARDS/AUTHORITIES

Utilities Authority

- (A) **Consideration to approve the purchase of a Ground Penetrating Radar Device from SPLOST VII funds.**

Chairman Mathis stated that there is also a JetVac truck under consideration of purchase as well that the Board and staff were recently made aware of and suggested the Board combine the two purchases into one motion. County Manager Christi Dockery added that with these purchases, approximately \$94,218.00 would remain in the SPLOST VII fund.

Commissioner Wheaton made the **MOTION** to approve the purchase of a Ground Penetrating Radar Device (\$22,004.87) and a sewer equipment 900-ECO 12 yard truck mounted combination sewer cleaner “a JetVac truck” (\$459,650.00) for a total cost of \$481,654.87 to come from SPLOST VII funds. Commissioner Walls seconded the **MOTION**. The **MOTION** was unanimous with Commissioner Singletary voting yea.

COUNTY MANAGER’S MATTERS

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

County Manager Christi Dockery discussed ongoing projects in the County: (1) the renovation of the gym is ongoing as the 14 windows have been delivered and new sinks and toilets have been installed in the front bathrooms; and (2) the CDBG project at Palmyra Mobile Home Park will be starting very soon. Chairman Mathis reminded staff about the inclusion of a few provisions in the contracts for the upcoming road projects.

- (B) **Consideration to approve an amendment to Article XVI Section 16.03(A): *Holidays Observed of the Lee County Board of Commissioners Personnel Policy.***

This item is to amend the personnel policy listing the holidays observed by the County by adding the observance of Juneteenth.

Commissioner Wheaton made the **MOTION** to approve an amendment to Article XVI Section 16.03(A): Holidays Observed of the Lee County Board of Commissioners Personnel Policy. Commissioner Walls seconded the **MOTION**. The **MOTION** was unanimous with Commissioner Singletary voting yea.

- (C) **Consideration to approve the Holiday Calendar for 2023.**

Commissioner Singletary made the **MOTION** to approve the Holiday Calendar for 2023. Commissioner Walls seconded the **MOTION**. The **MOTION** was unanimous with Commissioner Wheaton voting yea.

- (D) **Consideration to approve the Board of Commissioners Meeting Calendar for 2023.**

Commissioner Singletary made the **MOTION** to approve the Board of Commissioners Meeting Calendar for 2023. Commissioner Walls seconded the **MOTION**. The **MOTION** was unanimous with Commissioner Wheaton voting yea.

- (E) **Consideration to approve the Budget Calendar for FY 2023-2024.**

Commissioner Wheaton made the **MOTION** to approve the Budget Calendar for FY 2023-2024. Commissioner Walls seconded the **MOTION**. The **MOTION** was unanimous with Commissioner Singletary

voting yea.

(F) **Consideration to adopt a Resolution Requesting Sales Tax Information from the Georgia Department of Revenue pursuant to OCGA 48-2-15(d.1) and Naming a Designated Officer for all related purposes.**

Commissioner Wheaton made the **MOTION** to adopt a Resolution Requesting Sales Tax Information from the Georgia Department of Revenue pursuant to OCGA 48-2-15(d.1) and Naming a Designated Officer for all related purposes. Commissioner Walls seconded the **MOTION**. The **MOTION** was unanimous with Commissioner Singletary voting yea.

(G) **Consideration to adopt a Resolution Supporting Operation Green Light for Veterans.**

Commissioner Singletary made the **MOTION** to approve a Resolution Supporting Operation Green Light for Veterans. Commissioner Wheaton seconded the **MOTION**. The **MOTION** was unanimous with Commissioner Walls voting yea.

COMMISSIONER'S MATTERS

NONE

UNFINISHED BUSINESS

NONE

COUNTY ATTORNEY'S MATTERS

(A) **Discussion of Chapter 70 Article V. – R-1 Single-Family Residential District of the Code of Ordinances.**

Chairman Mathis began the discussion stating that the ordinance has a provision stating that a barn cannot be built on a lot that does not also have a residential home on it no matter the acreage of the lot, if zoned R-1. Chairman Mathis stated that the Board can decide to change that ordinance, and if it was decided to change the ordinance, what lot size needs to be the limit for a barn structure to be built. All Board members voiced support in updating the ordinance.

In the discussion about lot size, Commissioner Singletary voiced concern about the lot being part of a subdivision or subdivision development, stating he would like to see a stipulation within the code about it not being in a subdivision. Chairman Mathis added that the issue with that proposal is situations like the one currently, where an individual has two adjoining 50 acre parcels, which per our code, would make this property a minor subdivision. Commissioner Singletary then suggested an acreage size limit to the lots thereby allowing structures to be built on lots of 5 – 10 acres or more, for example. Chairman Mathis agreed and in turn suggested 3 – 4 acres. Commissioner Singletary also stated that property owners could go through the Planning Office and process and combine their two lots.

The current ordinance states that a property owner can build a building on the same parcel as their home as long as it doesn't exceed half the square footage of the lower level of their home. Chairman Mathis asked that County Attorney Jimmy Skipper draft an ordinance to bring back to the next meeting keeping the current provision and adding an amendment stating that if a property owner has over a certain amount of acres, a structure may be built on a lot without a house. Mr. Skipper reminded the Board that the way it is defined in the code is as "accessory building". The current ordinance also states the distance the structure must be from the property line.

Chairman Mathis began the discussion of another issue regarding the requirement for a property owner to obtain the date the deeds were last issued for the adjoining property owners should he or she decide to combine two parcels. Mr. Skipper stated that if it is the desire of the Board, he can draft an amendment to take that out of the ordinance. He also stated that even with making this amendment, the current individual will have to abide by the code. The amendment, once adopted, will be placed into effect for future citizens.

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, December 13, 2022 at 6:00pm.**
- (B) Offices of the Lee County Board of Commissioners will be **closed Thursday, November 24, 2022 and Friday, November 25, 2022** in observance of the Thanksgiving holiday.
- (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.** Please contact Building Inspection at (229) 759-3326 for any questions.

Chairman Mathis reminded the audience that there was still approximately 40 minutes left to vote.

ADJOURNMENT

The meeting adjourned at 6:20PM.

Facebook video link: <https://www.facebook.com/leecountyga/videos/688226842514510>

CHAIRMAN

ATTEST: _____
COUNTY CLERK

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.



**MEMORANDUM
LEE COUNTY BOARD
OF COMMISSIONERS**

TO: Honorable Board of County Commissioners
SUBJECT: Employee Years of Service Recognition
MEETING DATE: Tuesday, December 13, 2022

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

- 5 years – Dennis Lee – Chief Tax Assessor
- 5 years – Frederick Norton – Equipment Operator 3
- 10 years – Jason Lovette – 1st Lieutenant, Sheriff's Office
- 10 years – Melanie Gahring Rathel – Judge, Probate Court
- 15 years – Stuart Burke – Firefighter/Paramedic
- 20 years – Mark Thomas – Water/Wastewater Operator

LEE COUNTY
STATE OF GEORGIA

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (the "Memorandum") is executed as of this ~~30th~~^{31st} day of October, 2020 by and between **SR DeSoto, LLC**, a Delaware limited liability company and its successors and assigns (hereinafter, the "**Company**"), 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 Company, 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 Company is engaged in the construction of solar energy production facilities in the Southeastern United States;

WHEREAS, the Company has been aggressively recruited by various local and state economic development officials in other states and communities and has been offered a variety of incentive proposals;

WHEREAS, officials from the Authority have actively engaged in the recruitment of Company in hopes that Company will make an affirmative decision to purchase real property within the geographic boundaries of Lee County (the "**County**"), and to construct, equip and

operate thereon a solar energy production facility in one or more phases with a production capacity of 250 MW (the "Project") with an estimated personal property investment of approximately Two Hundred Twenty-Five Million Dollars (\$225,000,000) with an estimated total capital investment of Two Hundred Fifty-Five Million Dollars (\$255,000,000);

WHEREAS, after considering numerous economic incentive proposals from other communities and states, and acting in reliance upon the incentives offered and other representations, covenants, and commitments made by the Board of Commissioners, the Tax Commissioner, the Authority and other County officials, and subject to the Company entering into a Power Purchase Agreement with a utility or other direct purchaser of solar-generated electrical power, the Company has made a decision to construct the Project in the County;

WHEREAS, the Parties hereto wish to reduce their understanding and agreement to this legally enforceable writing and in accordance with provisions of the Intergovernmental Clause of the Constitution of the State of Georgia (Article 9, Section 3, Paragraph 1),

NOW, THEREFORE, for the mutual considerations noted hereinafter, the Parties do hereby contract and agree as follows:

1. Project Description. The Project shall involve the design, construction, and equipping by the Company of a solar, photovoltaic electrical generating system in two phases having a production capacity of 250 MW on a 3,028 acre site to be purchased by the Company (or an affiliate) within the County (the "Project Site"). The Project shall include the installation and/or use of photovoltaic panels, racking systems, inverters, breakers, switches, cabling power transformers, battery storage, generator tie-in, and related equipment (the "Personal Property"). Such Personal Property shall not include the Project Site or the electric substation to be built

contiguous to the Project Site by the Georgia Transmission Corporation. The Project shall be “sold” by the Company to the Authority, which shall then leaseback the Project to the Company (the “Bond Lease”) pursuant to the terms and conditions set forth in the Bond Lease and as described below.

2. Personal Property Tax Savings Incentive for the Project. Contingent upon the Company closing the bond issuance described in Section 8 below on or before June 30, 2021 and commencing commercial operation of the first phase of the Project on or before December 31, 2023, the Board of Commissioners, the Tax Commissioner, and the Tax Assessors shall provide to the Company a sixty-five percent (65%) personal property tax abatement over a 25-year term (the “Savings Incentive Term”), commencing on the date the Project begins commercial operation, with Company making annual payments in lieu of taxes (hereinafter the “PILOT Payments”), as detailed in Exhibit “A” attached hereto.

3. Personal Property Interest. The Parties agree that during the Savings Incentive Term, the Company’s interest in the Personal Property shall be deemed a usufruct and not subject to ad valorem taxation; provided, however, after commercial operations commence, the Company shall make a PILOT Payment each year of the Savings Incentive Term to the Tax Commissioner as specified below. Prior to commercial operation, there shall be no PILOT Payment or property tax assessment on the Personal Property being installed at the Project Site.

At the end of the Savings Incentive Term or earlier termination as provided in Section 11 hereof, title to the Personal Property involved in the Project shall be transferred to the Company by Bill of Sale for the consideration of Ten Dollars (\$10.00).

4. Project Site. Prior to commercial operation, the Company shall cause the Project Site to be removed from any applicable conservation use value assessment (CUVA) or similar program affecting its assessed value for ad valorem property tax purposes and will pay any applicable penalties related thereto. During the Savings Incentive Term, the Project Site (exclusive of the Project Personal Property) shall be assessed by the County at fair market value (and consistent with its valuation of similarly-situated real property within the County), but in no event less than the purchase price paid by the Company for the Project Site, and ad valorem taxes shall be paid in compliance with the applicable annual property tax assessment based on the millage rates set by the Board of Commissioners and the Lee County Board of Education each year of the Savings Incentive Term. Exhibit "A" sets forth an estimate of the additional ad valorem property taxes to be paid by the Company for the Project Site during the Savings Incentive Term, based upon the purchase price of the Project Site and the 2019 millage rates.

5. PILOT Payment. The PILOT Payments shall be paid by the Company annually and in the amounts identified in Exhibit "A", subject to the following adjustments. In the event the purchase price of the Personal Property subject to the property tax abatement for the completed phases of the Project is more than Two Hundred Forty Million Dollars (\$240,000,000), the amount of the annual PILOT Payment to be made by the Company shall be increased on a percentage pro-rated basis equal to the amount of increase above the Two Hundred Twenty-Five Million Dollars (\$225,000,000) estimate. Conversely, in the event the purchase price of the personal property subject to the property tax abatement for the completed phases of the Project is less than Two Hundred Ten Million Dollars (\$210,000,000), the amount of the annual PILOT Payment to be made by the Company shall be decreased on a percentage pro-rated basis equal to the amount of the decrease below the Two Hundred Twenty-Five Million

Dollars (\$225,000,000) estimate. The PILOT payments shall be billed by the Tax Commissioner to the Company, or its assignee, annually at the same time and in the same manner that annual ad valorem taxes are billed to property owners in the County. The PILOT payments shall be due annually at the same time as ad valorem taxes are due, and late payments shall be subject to the same interest and penalties as ad valorem taxes. Upon receipt of the PILOT payments, the Tax Commissioner shall remit such PILOT payments to the Board of Commissioners in the same manner and in accord with the same payments schedule as ad valorem tax payments are remitted.

6. Permits and Fees. The Company shall pay County impact fees, land disturbance fees, construction/building permit fees, and inspection fees required to construct and begin operation of the Project, not to exceed Twelve Thousand Dollars (\$12,000).

7. Title. In connection with the Bond Lease, the Authority shall hold legal title to the Project, including the Personal Property. The Authority shall lease the Project, including the Personal Property, to the Company under the terms of the Bond Lease.

8. Bond Issuance. The Company shall apply to the Authority for a bond inducement resolution for the Project in the amount of Two Hundred Twenty-Five Million Dollars (\$225,000,000) and proceed with the issuance of a bond necessary to secure the property tax abatement (the "Bonds"). The Company shall purchase the Bonds and assume all responsibility and liability for any and all payments and financial obligations related to the Bonds. The Bonds shall be limited recourse bonds, and as such the Authority's obligation to repay the Bonds shall be limited to its rights to receive payments under the applicable Company lease and its interest in the Project. At the bond closing, the Company shall pay to the Authority a one-time issuance fee of Fifty Thousand Dollars (\$50,000) and on or before December 15th each year of the Savings

Incentive Term the Company shall pay to the Authority an annual administrative fee of Five Thousand Dollars (\$5,000).

Under no circumstance shall the citizens of Lee County, the Board of Commissioners, the Authority, or the County have any financial obligation for the Bonds. The Bond Documents shall provide an indemnity to provide complete financial protection for the foregoing Lee County local governmental entities and citizens. In addition, the Company shall be responsible for paying all other transactional costs related thereto, including reasonable fees for the Authority's counsel (Gatewood Skipper & Rambo PC) and bond counsel (Miller & Martin PLLC), and all court or filing fees. The amount and payment terms of these legal fees shall be agreed upon by the Company and the respective counsels in separate agreements.

9. Company Commitments. For the benefit of the Authority and the County, the Company does hereby make the following commitments:

a. During the Savings Incentive Term and Project construction, the Company shall maintain general liability insurance to include reasonably priced environmental/pollution coverage on the Project in a minimum aggregate amount of Five Million Dollars (\$5,000,000) through an insurance company with an A.M. Best financial strength rating of A- or better. Such insurance policy shall list the Authority and the County as additional insureds.

b. The transactional documents relating to issuance of the Bonds shall provide an indemnification provision by the Company and Silicon Ranch Corporation for the Authority, Members of the Authority, and the elected and appointed County officials with respect to any financial or other liability related to the bond issuance.

c. Construction and design of the Project shall include setbacks, installation of chain-link or similar quality fencing in compliance with the terms of Chapter 70, Article XXI of the Lee County Code of Ordinances, relating to the licensure, installation, operation and decommissioning of solar energy systems, and the special or conditional use permit issued for the Project. Such improvements shall not be included as Personal Property for purposes of the tax abatement.

d. The Company and Silicon Ranch Corporation shall indemnify, hold harmless and defend the County, and the Authority, including their members, officers, employees and representatives from any loss, liabilities or claims relating to the Bonds, the operation or construction of the Project and the removal of the solar equipment as provided in Section 11.

e. During the Savings Incentive Term, the Company shall provide an annual contribution of Ten Thousand Dollars (\$10,000) for a local scholarship to be administered pursuant to a separate agreement between the Company and the Authority.

10. Assignability. Parties agree that the Company may assign, mortgage, pledge or otherwise directly or indirectly assign its interest in the Project in connection with the financing or refinancing of the Project. The Authority agrees to provide, without liability or obligation, its written consent to the foregoing, including a subordination of its interest in the Project as requested by such assignor or lender. The Company may at any time sell or transfer its interest in the Project and its rights and benefits under this Memorandum to an unaffiliated third-party upon the prior, express consent of the Authority (which consent will not be unreasonably withheld, conditioned, or delayed), provided, however, the Company shall not be required to

seek the Authority's consent if such third-party has a net worth of at least Twenty Million Dollars (\$20,000,000). In the event of any assignment or transfer to an unaffiliated third-party, such transferee shall expressly agree to be legally bound by and subject to the terms of this Memorandum, including, but not limited to, the obligations to make the PILOT Payments provided on attached Exhibit "A" each year of the Savings Incentive Term. The assumption of the obligations under the Surety for Removal of the Personal Property (Section 11), and the assumption of all financial obligations for payment of the Bonds, indemnities, and other amounts as provided in this Memorandum for the benefit and protection of the County, and the Authority shall release the Company and Silicon Ranch Corporation ("Silicon Ranch") from all duties, responsibilities and obligations. The Company shall expressly notify the Authority within ninety (90) days after such sale or assignment to which the Authority has not previously consented.

11. Surety for Removal of the Personal Property. If at any time during the Savings Incentive Term or thereafter, the Project ceases commercial operation for a period of three hundred and sixty-five (365) consecutive days (excluding periods of force majeure, storm damage or other catastrophic events as defined in the Bond documents, or when the Project is under repair or maintenance), the Company shall dismantle and remove from the Project Site the Personal Property at its own expense and in accordance with all applicable laws and ordinances (including environmental, health and safety, and zoning laws and ordinances, including the terms of Chapter 70, Article XXI of the Lee County Code of Ordinances, relating to the licensure, installation, operation and decommissioning of solar energy systems). If the Project ceases commercial operation, the PILOT Payment obligation on the Personal Property shall cease. As surety for the benefit of the County and the Authority, so long as the Authority has an ownership interest in the Project, Silicon Ranch shall provide a Reclamation Guaranty of One Million

Dollars (\$1,000,000) as provided in attached Exhibit "B" for the removal and appropriate recycling, reuse and/or disposal of such Personal Property.

12. Miscellaneous. The following miscellaneous provisions shall be deemed to apply to this Memorandum:

a. Entire Agreement. This writing, together with the attached and referenced exhibits, contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral or written, with respect to such matters, which the parties acknowledge have been merged into this Memorandum and its attached and referenced exhibits. However, this Memorandum contemplates that the Parties shall negotiate in good faith in the drafting and execution of the Bond documents. Furthermore, the Bond documents shall be consistent with the terms contained in this Memorandum and shall contain additional terms and conditions relating to the Project and the financing.

b. This Memorandum shall be governed by and interpreted under the laws of the State of Georgia (without regard to conflicts of laws) and should any provision of this Memorandum be found to be unenforceable or unconstitutional, all other provisions shall remain enforceable and in full effect.

c. Subject to the contingencies stated herein, the Parties hereto acknowledge that the incentives provided for herein represent a legally binding, contractual commitment by the Board of Commissioners, the Authority, the Tax Assessors, and the Tax Commissioner, and the Company, in reliance upon the foregoing incentives, shall make its final site selection decision to locate the Project in the County.

d. Subject to the contingencies stated herein, the contractual commitments provided for the benefit of the Company shall be legally binding upon future elected and/or appointed officials, unless otherwise prohibited by law or judicial order.

e. In the event a taxpayer group or other third-party files a lawsuit challenging the incentives and benefits set forth herein, the Authority and the Board of Commissioners shall promptly, expressly notify the Company, which shall assume, at its expense, the primary defense of any such lawsuit, including all decisions regarding selection of defense counsel, strategy, and potential settlement. The Authority, the Tax Commissioner, the Tax Assessors, and the Board of Commissioners shall provide reasonable and good faith assistance with such defense, provided the Company shall reimburse such Parties for all out of pocket expenses incurred in providing such assistance.

IN WITNESS WHEREOF, the Parties hereto have executed this Memorandum on the day and the year first above written.


The "Authority"

LEE COUNTY DEVELOPMENT AUTHORITY

By: 

Title: Chairman

Attest:


Secretary

(Authority's Seal)

[SIGNATURES CONTINUE ON NEXT PAGE]

The "Board of Commissioners"

LEE COUNTY BOARD OF COMMISSIONERS

By:  _____

Title: Chairman _____

Attest:


Clerk, Lee County Board of Commissioners

(County's Seal)

[SIGNATURES CONTINUE ON NEXT PAGE]

The "Tax Assessors"

LEE COUNTY BOARD OF TAX ASSESSORS

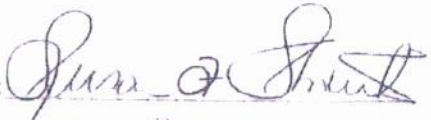
By: Timothy A. Summers
Title: Chairman of the board

Johnny Penicini
Charles A. Adams JR

[SIGNATURES CONTINUE ON NEXT PAGE]

The "Tax Commissioner"

LEE COUNTY TAX COMMISSIONER

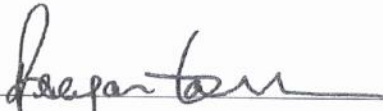
By: 

Title: Tax Commissioner

[SIGNATURES CONTINUE ON NEXT PAGE]

The "Company"

SR DESOTO, LLC

By: 

Title: President

[SIGNATURES CONTINUE ON NEXT PAGE]

Exhibit "A"

PILOT Payments

SR DESOTO, LLC
 Property Tax Abatement
 25-year abatement (constant payment)
 65%/ years 1-25
 Lee County

Year	SR Desoto Orig. Equip. Cost	Dep. Fac.	SR Desoto Equip. FMV	SR De Soto Assessed Value	SR De Soto PILOT Pymt	Substation Tax Payment	Addit. RE Prop. Taxes	TOTAL NEW TAXES
1	\$225,000,000	0.95	\$213,750,000	\$85,500,000	\$470,412	\$91,380	\$215,692	\$777,483
2	\$225,000,000	0.91	\$204,750,000	\$81,900,000	\$470,412	\$87,532	\$215,692	\$773,636
3	\$225,000,000	0.87	\$195,750,000	\$78,300,000	\$470,412	\$83,684	\$215,692	\$769,788
4	\$225,000,000	0.82	\$184,500,000	\$73,800,000	\$470,412	\$78,875	\$215,692	\$764,979
5	\$225,000,000	0.79	\$177,750,000	\$71,100,000	\$470,412	\$75,989	\$215,692	\$762,093
6	\$225,000,000	0.75	\$168,750,000	\$67,500,000	\$470,412	\$72,142	\$215,692	\$758,245
7	\$225,000,000	0.7	\$157,500,000	\$63,000,000	\$470,412	\$67,332	\$215,692	\$753,436
8	\$225,000,000	0.63	\$141,750,000	\$56,700,000	\$470,412	\$60,599	\$215,692	\$746,703
9	\$225,000,000	0.57	\$128,250,000	\$51,300,000	\$470,412	\$54,828	\$215,692	\$740,931
10	\$225,000,000	0.52	\$117,000,000	\$46,800,000	\$470,412	\$50,018	\$215,692	\$736,122
11	\$225,000,000	0.47	\$105,750,000	\$42,300,000	\$470,412	\$45,209	\$215,692	\$731,313
12	\$225,000,000	0.41	\$92,250,000	\$36,900,000	\$470,412	\$39,437	\$215,692	\$725,541
13	\$225,000,000	0.35	\$78,750,000	\$31,500,000	\$470,412	\$33,666	\$215,692	\$719,770
14	\$225,000,000	0.31	\$69,750,000	\$27,900,000	\$470,412	\$29,819	\$215,692	\$715,922
15	\$225,000,000	0.29	\$65,250,000	\$26,100,000	\$470,412	\$27,895	\$215,692	\$713,999
16	\$225,000,000	0.28	\$63,000,000	\$25,200,000	\$470,412	\$26,933	\$215,692	\$713,037
17	\$225,000,000	0.2	\$45,000,000	\$18,000,000	\$470,412	\$19,238	\$215,692	\$705,342
18	\$225,000,000	0.2	\$45,000,000	\$18,000,000	\$470,412	\$19,238	\$215,692	\$705,342
19	\$225,000,000	0.2	\$45,000,000	\$18,000,000	\$470,412	\$19,238	\$215,692	\$705,342
20	\$225,000,000	0.2	\$45,000,000	\$18,000,000	\$470,412	\$19,238	\$215,692	\$705,342
21	\$225,000,000	0.2	\$45,000,000	\$18,000,000	\$470,412	\$19,238	\$215,692	\$705,342
22	\$225,000,000	0.2	\$45,000,000	\$18,000,000	\$470,412	\$19,238	\$215,692	\$705,342
23	\$225,000,000	0.2	\$45,000,000	\$18,000,000	\$470,412	\$19,238	\$215,692	\$705,342
24	\$225,000,000	0.2	\$45,000,000	\$18,000,000	\$470,412	\$19,238	\$215,692	\$705,342
25	\$225,000,000	0.2	\$45,000,000	\$18,000,000	\$470,412	\$19,238	\$215,692	\$705,342

\$11,760,293 \$1,098,479 \$5,392,300 \$18,251,072

Exhibit "B"

**SOLAR PROJECT RECLAMATION GUARANTY
LEE COUNTY, GEORGIA**

Silicon Ranch Corporation (the "**Company**"), parent corporation of its wholly-owned subsidiary **SR DeSoto LLC**, does hereby grant **Lee County, Georgia** (the "**County**") and the **Lee County Development Authority** (the "**Authority**") its corporate guaranty of One Million Dollars (\$1,000,000) (the "**Guaranty**") as surety for the benefit of the County and the Authority for the removal and appropriate recycling, reuse and/or disposal of the photovoltaic panels, racking systems, inverters, breakers, switches, cabling power transformers, and generator tie-in, and related equipment (collectively, the "**Equipment**") for the 250 MW project to be located in the County, as further defined in the Memorandum of Understanding dated the ____ day of October, 2020 (the "**Project**").

In the event the Project ceases operations for a period of three hundred and sixty-five (365) consecutive days (excluding periods of force majeure, storm damage or other catastrophic events as defined in the Bond documents, or when the Project is under repair or maintenance), the County may demand the Company dismantle and remove all Equipment related to the Project from the Project Site. The Company shall have one hundred and eighty (180) days to comply with the demand from the County. If the Company does not comply with the demand, the County shall be entitled to receive a total cash payment from the Company for the actual cost of removal which shall not exceed One Million Dollars (\$1,000,000).

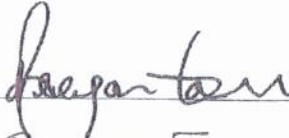
In the event the net worth of the Company at any time during the Savings Incentive Term (as defined in the Memorandum of Understanding (dated the ____ day of October, 2020) falls below Twenty Million Dollars (\$20,000,000), this Guaranty shall be further secured by an

irrevocable standby letter of credit issued by a national or regional bank selected by the Company and approved by the County.

Any transfer, assignment or sale of the Project to a third-party during the Savings Incentive Term, defined in the Memorandum of Understanding dated the ___ day of October, 2020, to a third-party, shall be conditioned upon the third party's express acknowledgment and acceptance of this Guaranty for the benefit of the County and the Authority and all of the provisions contained herein, including providing a standby letter of credit, if the net worth of the transferee is less than Twenty Million Dollars (\$20,000,000). The initial sale/lease back transaction associated with the Project shall be exempt from this contingent obligation.

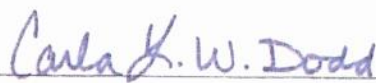
This Guaranty shall terminate upon the termination of the Authority's ownership interest in the Project.

SILICON RANCH CORPORATION

By: 
Name: Reagan Farr
Title: President

(CORPORATE SEAL)

Attest:

By: 
Name: Carla L. W. Dodd
Title: Senior Manager, Office + Human Resources

Chokee

DESOTO I

COURTHOUSE RD.

GRAY MOSS RD.

DAN GREEN RD.

DESOTO III

SUBSTATIONS

BATTS RD

DESOTO II

ISSUED FOR PERMITTING

SILICON RANCH
DESOTO'S SOLAR FACILITY
SUNSHINE SOLAR PROJECT

41.7793-05-0001A

DS 0001A

A



LEE COUNTY
Planning Department
Lee County, Georgia
Staff Report

Conditional Use Application Review – SR DeSoto II (Silicon Ranch)

Application Name: SR DeSoto II

Date: 10/5/2022

Applicant Name: Silicon Ranch Corporation

Property Owner: Silicon Ranch Corporation, Wherrell 41, LLC, John and Eddie Berryhill, and Roger Howell

Location: 14th Land District, Land Lots 188, 189, 195, 196, 197, 222, 227, 221, and 228

Parcel Size: Approximately 524 acres

Existing Zoning: CUP and AG-1

Application Summary

The applicant proposes to develop a large-scale ground mounted solar energy system (large scale SES). This application is for Phase II of the proposed three phase solar energy system to be located at 140 Gray Moss Road, DeSoto, GA (unofficial address). The subject property is owned by four different owners, including parcels owned by the Silicon Ranch Corporation. The existing parcels are zoned CUP and AG-1.

Staff Analysis

The analysis of the application is made based upon the conditional uses review as set forth in the Solar related Lee County Code Ordinance in place at the time of the Memorandum of Understanding (MOU) signed by the County and SR DeSoto, LLC on October 30, 2020. Conditional use review in current Lee County Code Sec. 70-698 shall not apply to this case based upon the conditions agreed to in the MOU.

Conditional uses may be granted upon finding that, if granted, the conditional use will not cause occurrence of any of the following:

- 1. Whether the proposed SES facility can coexist with healthy tree coverage within the area where the proposed SES facility is to be located;**
The submitted application notes that the project will preserve vegetation and trees to the extent reasonably practicable. Staff does not expect that this will cause unhealthy tree coverage impacts beyond tree removals needed for solar installation. Large portions of the project area are currently open fields without trees.
- 2. Whether the SES facility will negatively affect the ecological benefits of forestland with respect to the forestland's continuing ability to maintain their clean water filtration capacity, soil erosion control, clean air, wildlife habitat, aesthetics and recreation potential is substantial. With respect to such analysis, the following should be considered with respect to such potentially impacted forestland:**

This proposed phase of the project is not expected to negatively impact the area's ability to maintain clean water filtration capacity, soil erosion control, recreation potential, or clean air. There may be minor impacts to wildlife habitat, but wildlife corridors are being maintained. The aesthetics of the subject property will be changed, but preservation and maintenance of visual buffers is proposed as required by the ordinances.

3. Whether the proposed SES Site will avoid clear cutting forests entirely.

The proposed layout plan avoids cutting forested areas where possible to accommodate the large-scale SES. The majority of the proposed solar panels will be placed in existing open field areas.

4. If a solar energy system is proposed on forestland, the footprint or design (a) avoids the healthiest sections of forest and oldest trees, and (b) adopts habitat corridors to protect wildlife.

While some forested area will be impacted along the perimeter of the southern section of Phase II, impacted forested area is a small portion of the project area. It is not apparent if any of the oldest or healthiest trees will be impacted by the proposed tree removal. The proposed layout plan maintains a habitat corridor between the two sections of this phase of the project.

5. Whether the proposed plan establishes that a policy of zero net loss should be followed, meaning both planting the same number of trees that were cut elsewhere.

The applicant does not note any intent to establish a policy of zero tree loss. The applicant did not include any landscaping information outside of providing a visual buffer in areas adjacent to residential dwellings, which may include new plantings as needed.

6. Whether the proposed SES facility shall be physically positioned in such a way that glare does not affect adjacent properties or roadways.

While the applicant does not discuss glare reduction or configuration, the applicant intends to use vegetated buffers to screen lighting which would also reduce glare impacts in some areas.

7. Whether the proposed SES (7) facility complies with required setbacks, visual buffers and signage requirements.

The proposed SES facility meets the large-scale SES setback requirements of 25 feet from any property line, 30 feet from any public right of way, and no closer than 100 feet from any residential dwelling unit on an adjacent lot per Sec. 70-694 standards at the time of the MOU. This phase has residential lots to the west and southwest, as noted in the visual buffer map provided in the narrative. The visual buffers, proposed to be provided to the extent reasonably practicable, would be expected to reduce impacts on adjacent residential dwellings as required in Sec. 70-694. Signage will be provided to identify risks on the site, clarify the owner's identity, provide a 24-hour emergency contact, and comply with all local and state sign requirements.

8. Whether the proposed SES application provides long-term plans to minimize stormwater runoff and soil erosion impacts from the SES facility through the following site design practices:

The applicant does not detail stormwater management plans other than noting general basin locations on the layout plan. Vegetated grass cover crops, which will be pollinator friendly native grasses, will be utilized for erosion control. In addition, the applicant plans to use sheep grazing to maintain the vegetation, with a rotation schedule to prevent overgrazing.

9. **Whether the proposed SES application provides for the avoidance of soil compaction underneath and around panels during and after construction by using low impact construction techniques.**

The applicant does not discuss if they will use construction techniques to avoid over compaction of the soil during and after construction.

10. **Whether the proposed SES application provides for maintaining natural soil and vegetative groundcover in good condition underneath the panels, rather than cement, gravel or bare dirt. Such vegetative groundcover should include: (i) a meadow condition with native grasses that are low growing, low maintenance, and have deeper roots which help decrease soil compaction; (ii) planting pollinator friendly habitat (native plant species, such as shrubs, grasses, and wildflowers) between, below, and alongside solar panels, thus, helping restore pollinator population through dual land uses.**

The applicant has a detailed plan to provide pollinator friendly native grasses underneath and around the solar panels to provide wildlife habitat and reduce soil erosion while providing for water infiltration. The applicant proposes to implement regenerative grazing practices by using managed sheep grazing around the solar panels and grassland.

11. **Whether the proposed SES application provides for avoiding chemical fertilizers, pesticides and fungicides, as this can pollute stormwater runoff and may require stormwater treatment and requiring mowing of the grass areas.**

The sheep grazing and manure is proposed to serve as a natural fertilizer for the grassed areas. Other pesticides and fungicides are not discussed or stated as proposed to be used on the site. Manure from the sheep, while a more natural fertilizer option, will require stormwater management to ensure that water quality is not impacted by runoff from the site.

Staff Recommendation & Conditional Recommendations

Based on the standards and limitations for conditional use applications, this request does meet all necessary conditions to grant a conditional use. Should the present request be approved, staff recommends the following conditions to be fulfilled at the owner/developer's expense.

1. Design and construction of structures shall meet or exceed the standards indicated on the concept plan, narrative, and other documents submitted with the conditional use application and attached hereto. This condition shall not construe approval of any standard that is not in conformity with the Lee County Code of Ordinances.
2. Design and engineering for land development should ensure that storm water management requirements are met to minimize stormwater runoff and ensure the quality of water exiting the site.
3. The applicant should ensure that low impact construction techniques are utilized to avoid soil compaction during and after construction.



LEE COUNTY
CITY OF LEESBURG
CITY OF SMITHVILLE

CONDITIONAL USE APPLICATION

OWNER: Roger Howell
ADDRESS: 746 Dan Green Road, DeSoto GA 31743
DAYTIME PHONE #: _____ EMAIL: _____
ADDRESS OR LOCATION OF PROPERTY: Dan Green Rd. DeSoto, GA

In order that the general health, safety and welfare of the citizens may be preserved, and substantial justice maintained, I (We) the undersigned request in connection with the property hereinafter described:

Present Zoning AG-1 Present Use of Property: Agriculture

196 Land Lot Number 14th Land District 107.57 # of Acres

The subject property is described as follows:
Agriculture

Why are you requesting a conditional use?
Large Scale SES

ALSO ATTACH: (1 copy of each) _____ Plat of property, including vicinity map (both plat sizes: 8 1/2 x 11 and 11 x 17)
_____ Legal description Containing Metes and Bounds

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

WITNESS John Bengtson OWNER Roger Howell
DATE 10/03/2022 DATE 10/03/2022

Application Fee: _____ Date Paid: _____ Received by: _____

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

Applicant Name: SR DeSoto II, LLC, a wholly owned subsidiary of Silicon Ranch Corporation

Address: 222 2nd Ave. S. Nashville, TN 37201

Phone #: _____ Email: _____



LEE COUNTY
CITY OF LEESBURG
CITY OF SMITHVILLE

CONDITIONAL USE APPLICATION

OWNER: John and Eddie Berryhill

ADDRESS: 848 Dan Green Road, De Soto, GA 31744 31743

DAYTIME PHONE #: _____

EMAIL: _____

ADDRESS OR LOCATION OF PROPERTY: Dan Green Rd. DeSoto, GA

In order that the general health, safety and welfare of the citizens may be preserved, and substantial justice maintained, I (We) the undersigned request in connection with the property hereinafter described:

Present Zoning AG-1 Present Use of Property: Agriculture

195 Land Lot Number 14th Land District 65.62 # of Acres

The subject property is described as follows:

Agriculture

Why are you requesting a conditional use?

Large Scale SES

ALSO ATTACH: (1 copy of each) _____ Plat of property, including vicinity map (both plat sizes: 8 1/2 x 11 and 11 x 17)
_____ Legal description Containing Metes and Bounds

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

WITNESS _____

OWNER John Berryhill
Eddie Berryhill

DATE 10/04/2022

DATE 10/04/2022

Application Fee: _____

Date Paid: _____

Received by: _____

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

Applicant Name: SR DeSoto II, LLC

a wholly owned subsidiary of silicon Ranch Corporation

Address: 222 2nd Ave. S. Nashville, TN 37201

Phone #: _____

Email: _____

05/01/2018



LEE COUNTY
CITY OF LEESBURG
CITY OF SMITHVILLE

CONDITIONAL USE APPLICATION

OWNER: Wherrell 41, LLC
ADDRESS: 1254 SW 24th Avenue, Okeechobee, FL 34794

DAYTIME PHONE #: _____ EMAIL: _____

ADDRESS OR LOCATION OF PROPERTY: Dan Green Rd. DeSoto, GA

In order that the general health, safety and welfare of the citizens may be preserved, and substantial justice maintained, I (We) the undersigned request in connection with the property hereinafter described:

Present Zoning AG-1 Present Use of Property: Agriculture

104,189,197 et al Land Lot Number 14th Land District 747.79 # of Acres

The subject property is described as follows:
Agriculture

Why are you requesting a conditional use?
Large Scale SES

ALSO ATTACH: (1 copy of each) _____ Plat of property, including vicinity map (both plat sizes: 8 1/2 x 11 and 11 x 17)
_____ Legal description Containing Metes and Bounds

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

WITNESS Sherry Blanton OWNER Monnal Chanda

DATE 9/30/2022 DATE Sept 30 -2022

Application Fee: _____ Date Paid: _____ Received by: _____

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

Applicant Name: SR DeSoto II, LLC

Address: 222 2nd Ave. S. Nashville, TN 37201

Phone #: _____ Email: _____



LEE COUNTY
CITY OF LEESBURG
CITY OF SMITHVILLE

CONDITIONAL USE APPLICATION

OWNER: Silicon Ranch Corporation
ADDRESS: 222 Second Avenue S, Suit 1900, Nashville, TN 37201

DAYTIME PHONE #: _____ EMAIL: _____

ADDRESS OR LOCATION OF PROPERTY: Dan Green Rd. DeSoto, GA

In order that the general health, safety and welfare of the citizens may be preserved, and substantial justice maintained, I (We) the undersigned request in connection with the property hereinafter described:

Present Zoning CUP Present Use of Property: Large Scale SES

222, 227, 221, 228 Land Lot Number 14th Land District 500+ # of Acres

The subject property is described as follows:
_____ ancillary property adjacent to (and unused by) the DeSoto I Large Scale SES
(acreage is 345.59 acre parcel south of Dan Green Rd., and the western portion of the 1453 acre parcel north of Dan Green Rd.)

Why are you requesting a conditional use?
Large Scale SES to support DeSoto II and DeSoto III projects

ALSO ATTACH: (1 copy of each) _____ Plat of property, including vicinity map (both plat sizes: 8 1/2 x 11 and 11 x 17)
_____ Legal description Containing Metes and Bounds

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

WITNESS May Balthus OWNER [Signature]

DATE 10/5/22 DATE 10/5/22

Application Fee: _____ Date Paid: _____ Received by: _____

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

Applicant Name: SR DeSoto II, LLC

Address: 222 2nd Ave. S. Nashville, TN 37201

Phone #: _____ Email: _____

AUTHORIZATION OF SR DESOTO II, LLC
Application for Conditional Use Permit

I swear that I am the Chief Commercial Officer of SR DeSoto II, LLC (the "Company").

I authorize the person named below to act as an authorized agent of the Company as the applicant in the pursuit of a conditional use permit for property located in Lee County, Georgia.

Name of Applicant Connor Echols

Address c/o Silicon Ranch Corporation, 222 2nd Avenue South, Suite 1900, Nashville, TN 37201, Attn: Connor Echols

Telephone Number _____

SR DESOTO II, LLC

By: *[Signature]*

Name: Matt Bewley

Title: CCO

Personally appeared before me

[Signature] Matt Bewley

who swears/affirms that the information contained in this authorization is true and correct to the best of his or her knowledge and belief.

[Signature] Mary Balthrop

Notary Public

Exp: 1-11-26

Date 10/5/22



**APPLICATION FOR CONDITIONAL USE PERMIT
LEE COUNTY**

APPLICATION NO. _____

AFFIDAVIT

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

The undersigned, Matt Beasley, being the Chief Commercial Officer of SR DeSoto II, LLC, a Delaware limited liability company ("Applicant"), deposes and says, to the best of Applicant's knowledge, as follows:

1. The undersigned intends to develop, construct, own, and operate a Solar Energy System, as that term is defined in An Ordinance Amending the Lee County Zoning Code to Provide Comprehensive Guidelines for the Safe and Orderly Development of Solar Energy in Lee County, Georgia, approved January 28, 2020 by the Board of Commissioners of Lee County, Georgia (the "Authority");
2. This Affidavit is being delivered to the Authority in connection with the Applicant's request for a Conditional Use Permit;
3. The real property on which the Solar Energy System will be constructed and operated is currently owned by owned by each of (i) Wherrell 41, LLC, (ii) Roger Howell, (iii) John and Eddie Berryhill ((i), (ii), and (iii) collectively, "Landowners");
4. Silicon Ranch Corporation ("SRC"), a Delaware corporation and affiliate of Applicant is party to a series of purchase options to purchase the real property from the Landowners;
5. The Landowners and SRC have each authorized Applicant to file this application for a Conditional Use Permit;
6. The construction and operation of the Solar Energy System will comply with all applicable federal and state laws;
7. The construction and operation of the Solar Energy System will comply with all local statutes, rules, regulations and ordinances, including the requirements of the Lee County zoning code, unless waived by Lee County; and
8. Applicant will maintain commercial general liability insurance throughout the siting, construction, installation, operation, and decommissioning of the Solar Energy System of at least \$1,000,000 dollars, and will provide written proof of the same within thirty (30) calendar days of receipt of written request from Lee County or any agency of Lee County. Applicant will cause the liability insurance carrier to provide at least thirty (30) calendar days' written notice to Lee County prior to the cancellation of such insurance.

[Signature page follows]

Further Affiant saith not.

APPLICANT:

SR DeSoto II, LLC

By: Matt Beasley

Name: Matt Beasley

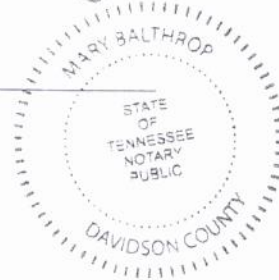
Title: Chief Commercial Officer

Date: 10/9/22

Sworn to and subscribed before me this 5th day of October, 2022.

Mary Balthrop
Notary Public

My Commission Expires: 1-11-2026



Conditional Use Application – Lee County, GA

SR DESOTO II

October 10th, 2022



A Shell New Energies Partner

Silicon Ranch Corporation
222 Second Ave. S. Suite 1900
Nashville, TN 37201

1.0 Basic Information

Address of Site- 905 Dan Green Road, DeSoto, GA 31743 (unofficial)

Applicant's Information :

SR DeSoto II, LLC
222 2nd Ave S. Nashville, TN 37201

Phone-

Email-

2.0 Regenerative Energy Project Description

The SR DeSoto II project consists of approximately 524 fenced acres in Lee County, Georgia. Historically, the property consisted of agricultural fields, undeveloped land, and timber forests, with the surrounding land primarily consisting of agricultural fields and timber forests. The goals of this project are to produce affordable clean electricity and pasture-based lamb/sheep through regenerative grazing practices, while improving ecological outcomes, enhancing wildlife habitat, and increasing overall biodiversity of the project site. During construction and within array fencing, temporary and permanent soil stabilization practices will be used to meet all regulatory requirements. Post-construction, long term vegetation will consist of a regionally appropriate, sheep grazing-compatible, diverse perennial mix of grasses, clovers, and forbs. Annual cover crop species may be used to provide ongoing erosion control and to increase forage production for managed sheep grazing. A cost-effective, pollinator friendly, and native grass species composition will be used outside array fencing and within the shading buffers, which must be maintained as grasslands to prevent shading, to attract pollinators and provide habitat for various species of wildlife.

Managed sheep grazing is performed using a variant of rotational grazing practices, specifically Adaptive Multi-Paddock Grazing (AMP Grazing). Within array fencing, temporary electric fence will be used to subdivide the array into various 'paddocks', into which flocks of sheep are rotated rapidly through. The sheep will typically spend 3 days or less in each paddock to avoid overgrazing. Sheep are not rotated back to previous paddocks for 40-60 days, depending on weather and other abiotic factors, allowing vegetation an adequate 'recovery period' to regrow. Manure is evenly distributed across the project due to the rapid rotations, serving as a fertilizer that further supports perennial vegetation health while reducing instance of erosion. This technique mimics the way bison and grasslands co-evolved over millions of years in the great plains of North America, and over time the overall functionality of the solar-grassland ecosystem will be improved. Mechanical 'finish mowing' is used as a support tool for the vegetation to remain compliant with solar industry vegetation management performance specifications. Pollinator habitat established in shading buffers will be managed to accommodate various habitats and nesting needs of wildlife while also preventing woody perennial species from establishing.

Additional infrastructure considerations necessary for safe and humane pasture-based livestock are incorporated into the facility and management plans, including livestock guardian animals, water systems, and grazing fencing. Existing agricultural wells are restored and/or new wells are established to distribute livestock water across the site as needed and to support module washing activities. Grazing fencing is established to optimize land management needs of the entire property, inside and outside array fencing, while meeting the various energy production, livestock, and wildlife goals of the project.

Silicon Ranch's onsite 'Agrivoltaic Technicians' provide regenerative land management, grazing management, and civil maintenance services as well as address any non-electric solar PV maintenance needs for the project. This creates additional long-term jobs post-construction, further distributing additional economic impacts of the project throughout the agricultural sector of the local economy.

3.0 Visual Buffers

SR DeSoto II shall have to the extent reasonably practicable, a year-round visual buffer of either introduced plantings or original growth. This vegetation will provide a reasonable visual and lighting screen to restrict the view of the site from adjacent public or private property (including those lots located across a public right-of-way). Visual buffers will minimize impacts of the site on adjacent residential dwelling units. Their installation will be prioritized along Gray Moss Road and Dan Green Road, with emphasis on locations adjacent to residential structures.

For the avoidance of doubt, it is SR DeSoto II's understanding that the DeSoto II project is subject to the terms of the version of Chapter 70, Article XXI of the Lee County Code of Ordinances that was in place as of the Effective Date of the Memorandum of Understanding executed between SR DeSoto, LLC and the Lee County Development Authority, Lee County Board of Commissioners, Lee County Board of Tax Assessors and the Lee County Tax Commissioner (as the same has been amended from time to time). A copy of the applicable ordinance has been submitted with this application for convenience.

SR DeSoto II Visual Buffer Map-



4.0 Lighting and Signage

SR DeSoto II will limit lighting to the minimum amount reasonably necessary for its safe operation, direct lighting downward where reasonably feasible, incorporate full cut-off fixtures, and reasonably utilize motion sensors. SR DeSoto II will also have proper signage that indicates the risks that may result from contact with SR DeSoto II, as well as the contact information and name of SR DeSoto II's owner or operator. These signs will comply with applicable zoning restrictions and ordinances.

5.0 List of Endangered Species that may be within 1,000 ft. of the property

Table 2. Federal Threatened and Endangered Species Summary

Common Name	Scientific Name	*Federal Status	*State Status	Habitat Requirements
Fauna				
Barbour's map turtle	<i>Graptemys barbouri</i>	NL	T	Rivers and large creeks of Apalachicola River drainage possibly in Ochlockonee
delicate spike	<i>Elliptio arctata</i>	NL	E	Creeks and rivers with moderate current, mainly in crevices and under large rocks in silt deposits
eastern indigo snake	<i>Drymarchon corais couperi</i>	T	T	Sandhills; pine flatwoods, dry hammocks; summer habitat includes wetlands
gopher tortoise	<i>Gopherus polyphemus</i>	C	T	Sandhills, dry hammocks; longleaf pine-turkey oak woods, old fields
gulf moccasinshell	<i>Medionidus pericillatus</i>	E	E	**Large rivers to small creeks, found in a variety of substrates
halloween darter	<i>Percina crypta</i>	NL	T	Larger streams in riffle/shoal habitat
inflated spike	<i>Elliptio purpurella</i>	NL	T	Medium creeks to small rivers, clay, sand, and gravel substrate, moderate current
oval pigtoe	<i>Pleurobema pyriforme</i>	E	E	**Large rivers to small creeks with slow to moderate current in pool, run, and riffle habitats, combinations of clay, sand, and gravel substrate
purple bankclimber	<i>Elliptioideus sloatianus</i>	T	T	**Medium to large rivers in ACF and Ochlockonee basins, all substrates except bedrock
rayed creekshell	<i>Strophitus radiatus</i>	NL	T	Small creeks to large rivers, mud, sand, or gravel substrates
reticulated flatwoods salamander	<i>Ambystoma bishopi</i>	E	E	Pine flatwoods, moist savannahs, isolated cypress/gum ponds
shinyrayed pocketbook	<i>Hamiota subangulata</i>	E	E	**Medium sized creeks to large rivers in sand substrates in slow to swift flowing water
wood stork	<i>Mycteria americana</i>	T	NL	Freshwater and estuarine wetlands, primarily nesting in cypress or mangrove swamps

Flora				
canby's dropwort	<i>Oxypolis canbyi</i>	E	E	Cypress ponds and sloughs; wet savannas
relict trillium	<i>Trillium reliquum</i>	E	E	Mesic hardwood forests; limesink forests; usually with <i>Fagus</i> and <i>Tilia</i>

*E = Endangered C = Candidate T = Threatened NL= Not Listed

**Critical Habitat

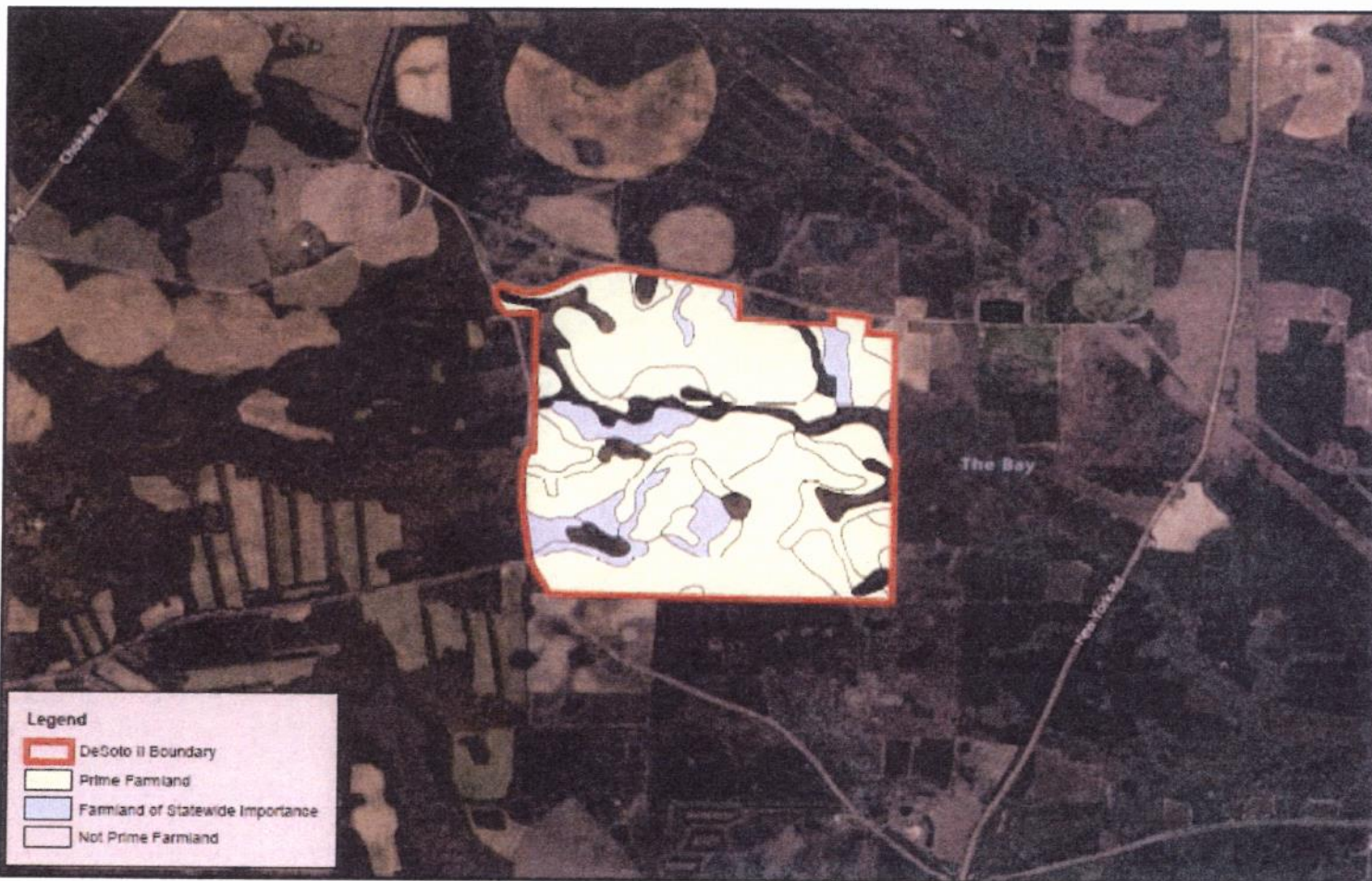
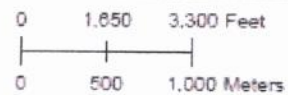


Figure 10. NRCS Prime Farmland Soils Map



Silicon Ranch - DeSoto II
Lee County, GA
April 2022

7.0 Project Topography Declaration

After a thorough engineering review, SR DeSoto II will not be built on slopes of 10% or higher.

8.0 Project Timeline

SR DeSoto II (65 MWac) Timeline

Plant Design: August 2022-January 2023

Plant Construction: February 2023 – December 2022

Project Commissioning: May 2023 – December 2023

Plant Mechanical Completion: November 2023

Commercial Operation: December 2023

SR DeSoto II

Decommissioning Plan

Submitted to:

Lee County Planning and Zoning

Submitted on behalf of:

SR DeSoto II, LLC
222 2nd Ave South, Suite 1900
Nashville, TN 37201

October 2022

TABLE OF CONTENTS

1	INTRODUCTION	1
	1.1 Background.....	1
	1.2 Decommissioning Plan Purpose.....	2
2	PROJECT COMPONENTS.....	2
	2.1 Site Construction Preparation.....	2
	2.2 PV Equipment Installation	3
	2.3 Roads	4
	2.4 Vegetation During Operation.....	4
3	PROJECT DECOMMISSIONING AND RECYCLING.....	5
	3.1 Decommissioning Preparation.....	5
	3.2 PV Equipment Removal and Recycling.....	5
	3.3 Roads	7
	3.4 Site Restoration	7
	3.4.1 Evaluation of Restoration Requirements	7
	3.4.2 Restoration Plan.....	8
	3.4.3 Monitoring.....	8
	3.4.4 Criteria for Restoration Success.....	9
	3.4.5 Reporting and Schedule	9
	3.4.6 Fence	10
4	FUTURE LAND USE	10

1. INTRODUCTION

1.1 Background

SR DeSoto II, LLC will construct, own, and operate a 65-megawatt (MW) (nominal plant capacity) solar photovoltaic (PV) power generation facility and associated electrical transmission facilities, collectively referred to as SR DeSoto II ("Project").

This Facility Decommissioning Plan ("Decommissioning Plan") is developed for Lee County. The Decommissioning Plan provides for the decommissioning and deconstruction of the facility, and for restoration of the Project site, collectively referred to as "decommissioning". The Decommissioning Plan is to be implemented upon discontinuance of operations or abandonment of the Project in whole or in part.

The Decommissioning Plan includes the following:

1. Removal of solar panel structures and all appurtenant above-ground equipment;
2. Removal of on-site overhead poles and above-ground electricity lines within the Project area;
3. Removal of permanent above-ground transmission lines and poles located in the public right-of-way if determined not usable by the applicable public or private utility. Otherwise, such transmission lines and poles shall be allowed to remain;
4. Restoration of any disturbed soil and re-vegetation of the site to the pre-construction condition, with native vegetation similar to the vegetation in the surrounding vicinity; and
5. Restoration or reclamation of project roads to their pre-construction condition unless the then-existing owner of the site elects to retain the improved roads for access throughout the site

The Decommissioning Plan shall factor in the following items, some of which are redundant with those above:

1. Cost to remove solar panels and support structures, with allowance for salvage value for the support structures;
2. Replacement of disturbed soil from removal of support structures;

1.2 Decommissioning Plan Purpose

The purpose of this Decommissioning Plan is to clarify the process to conducting decommissioning activities for the permanent closure of the Project or a portion of the Project. The facility is intended to operate for 40 years or more. This Decommissioning Plan describes the approach for removal and/or proper abandonment of facilities and equipment associated with the Project and describes anticipated land restoration activities at the end of the term or earlier if all or a portion of the Project is discontinued. Elements of this process may be adjusted based on baseline conditions at the time of decommissioning.

2. PROJECT COMPONENTS

The Project's components subject to decommissioning include the equipment summarized below. The decommissioning activities associated with these components are discussed in Section 3.0 of

this Decommissioning Plan.

2.1 Site Construction Preparation

Construction facilities will be located in Lee County within the Project Site, located off Gray Moss Road and Dan Green Road. The construction facilities will include the construction entrance/exit, roadway and the parking and staging areas for vehicle and equipment storage and maintenance. The laydown area will be used for pre-assembly of components and materials storage/staging. Space in the construction facility area will also provide construction worker parking.

Access points will be built for access to the site via new gates at each access point shown on the Site Plan. The site access driveway(s) and gate(s) will remain in place for the operational phase of the Project.

2.2 PV Equipment Installation

The PV equipment for the Project will consist of First Solar PV modules mechanically fastened onto a steel mounting system. The steel mounting system will include galvanized steel posts that will be driven into the ground.

A Light-on-Land philosophy will be used for the grading and installation of the entire Project. Several features of this philosophy are as follows:

1. Minimal soil disturbance. Existing vegetation will be preserved, and soil disturbance will be reduced to the greatest extent possible.
2. Preservation of property. Temporary fencing will be used to protect areas not to be disturbed. Existing improvements, properties, utilities, facilities, trees, and plants that are not to be removed will be protected from injury or damage.
3. Temporary staging areas will be utilized within the solar field and they will ultimately be built over with solar arrays or interconnection facilities. The areas will be seeded after construction is complete.
4. Site internal roads in the solar field will be constructed by compacting existing soil.

2.3 Roads

Access to the project will be from Gray Moss Road and Dan Green Road.

2.4 Vegetation During Operation

Vegetation will be monitored and controlled throughout the production term in order to provide adequate vegetative cover and reduce erosion. Control methods include mechanical control via typical mowing equipment and/or biological control via managed sheep grazing, as well as appropriate use of herbicide for noxious/invasive weed control. Vegetation will not be allowed to grow more than 24" and controlled no lower than 3" during any control operation.

Typical control prescription is as follows:

- Vegetation management operations to occur at a frequency of 4 to 5 per year as needed during growing season
- Appropriate herbicide to be used as needed for control of noxious/invasive weed populations

3. PROJECT DECOMMISSIONING AND RECYCLING

The activities involved in the facility closure will depend on the expected future use of the site.

Certain facility equipment may have future uses, such as roads. The currently envisaged plan involves completion of the initial decommissioning in a six-month period with full restoration requiring additional time for plant re-growth and establishment as required.

In general, decommissioning will attempt to maximize the recycling of all facility components. Specific opportunities for recycling (e.g., PV solar modules) are discussed below in the context of various site components. The individual Project components to be decommissioned will be recycled to the maximum extent practical.

The key Project components to be affected by decommissioning activities are discussed below. The general decommissioning approach will be the same whether a portion of the Project or the entire Project is decommissioned.

3.1 Decommissioning Preparation

The first step in the decommissioning process will be to assess existing site conditions and prepare the site for demolition.

Site decommissioning and equipment removal can take several months. Therefore, access roads, fencing and electrical power will temporarily remain in place for use by the decommissioning and restoration workers until no longer needed. Re-vegetation of disturbed areas can take several years to establish.

Demolition debris will be placed in temporary onsite storage area(s) for no more than 120 days per location with no more than one 120-day extension per location if determined.

3.2 PV Equipment Removal and Recycling

During decommissioning, Project components that are no longer needed will be removed from the site and recycled. The PV solar panels and rack supports will be removed in their entirety from the site using forklifts, dump trucks, and flat-bed and rear-loader garbage trucks. The support posts will be removed by backhoes with attachments. Cranes will be required to remove the inverters, transformers, and their foundations.

The demolition debris and removed equipment may be cut or dismantled into pieces that can be safely lifted or carried with the on-site equipment being used. The majority will be processed for transportation to an offsite recycling center. All steel, copper, and aluminum will be recycled.

The First Solar Modules will be de-energized and dismantled from the table mounts by sliding the panels off the table once the mounting clamps have been loosened. The panels will then be collected and loaded into standard enclosed trucks and transported to a recycling or disposal facility as appropriate.

3.3 Roads

Onsite roads will remain in place to accomplish decommissioning at the end of the facility's life. At

the time of decommissioning, if the landowner determines that some of these roads will be beneficial for future use of the site, those roads may remain after decommissioning. Roads that will not be re-used will be restored to preconstruction conditions. The ground surface will be restored and revegetated as described in Section 3.10.

3.4 Site Restoration

Once removal of Project equipment is complete, the site will be restored to preconstruction conditions and re-vegetated.

3.4.1 Evaluation of Restoration Requirements

Revegetation of disturbed areas can take several years to accomplish. The restoration will be enhanced by the operational landscape re-vegetation and restoration plan outlined in Section 2.9 earlier.

3.4.2 Restoration Plan

All decommissioning shall be completed in a manner where appropriate dust suppression can be achieved. Based on the site conditions, a biologist will develop a restoration plan acceptable to the County at the time of decommissioning. The restoration plan will include de-compaction as appropriate and re-vegetation requirements to restore the site to pre-construction conditions. Any land that is to be returned to farming will not be re-vegetated, but instead be cultivated. Because of the limited disturbance to soils and site contours by the construction of the Project, it is expected that restoration will largely involve reseeding. De-compaction, as required, may involve disking or similar method. Reseeding will be accomplished by broadcast possibly using manually operated cyclone-type bucket spreaders, mechanical seed spreaders, blowers, hydroseeders, rubber-tired all-terrain vehicles equipped with mechanical broadcast spreaders, or other similar or more effective measures. Seed in the spreader hoppers will be mixed to discourage separation of the component seed types. Where broadcast seeding is employed, seeded areas may be raked or harrowed to cover the seed.

Re-vegetation will be monitored to evaluate the recovery status of rehabilitated areas, identify the need for additional re-vegetation, and to make a final determination regarding re-vegetation success. Seeding efforts will be monitored during the first growing season after seeding to assess initial vegetation establishment, distribution, soil stability, and erosion control. Monitoring will occur annually during each successive growing season and cease when rehabilitation meets the criteria for success.

3.4.3 Monitoring

All rehabilitated areas will be visually inspected to: 1) detect areas that require attention, such as areas in which erosion is occurring and 2) identify areas that may require additional measures. Additional measures will be implemented, as necessary, to ensure vegetation growth/establishment. Temporary fencing, when necessary, will be installed to avoid adverse effects to rehabilitation efforts, such as vehicular use of these areas during growth establishment.

Following each growing season, the re-vegetated areas will be visually inspected to identify

areas that may require additional measures. Monitoring will qualitatively assess the effectiveness of temporary and permanent erosion control structures in stabilizing disturbed areas and controlling runoff. Site areas requiring remedial work will be identified and any additional erosion control work will be performed. It is anticipated that any active erosion problems will be apparent during the first year or two following re-vegetation or after the first major storm or runoff event. It is anticipated that the monitoring process will continue for at least three growing seasons.

3.4.4 Criteria for Restoration Success

Success criteria for site restoration will be established prior to commencement of decommissioning activities, based on the documented pre-construction conditions, experience gained with re-vegetation during operation and the condition of the site at the time of decommissioning. After a re-vegetated area meets success criteria, re-vegetation will be considered complete and re-vegetation monitoring will cease in that area.

3.4.5 Reporting and Schedule

Acceptable levels of re-vegetation success and the schedule for achieving them could vary based on various factors such as soil and rainfall conditions. It is expected that successful re-vegetation will be accomplished within three years of initiation of re-vegetation activities.

3.4.6 Fence

Following removal of all Project-related equipment, the chain link fence and gates surrounding the project site can be removed and recycled. We assume a salvage value of \$65 per ton for the chain link fence.

4. FUTURE LAND USE

The activities involved in the facility closure will depend on the expected future use of the site. Certain facility equipment may be utilized for future uses. Therefore, the extent of site closure activities will be determined at the time of the closure. Future uses of the lands occupied by the Project will be contingent on the County land use plans and regulations applicable to the site at the time such future use is proposed to be established.



LEE COUNTY
Planning Department
Lee County, Georgia
Staff Report

Conditional Use Application Review – SR DeSoto III (Silicon Ranch)

Application Name: SR DeSoto III

Date: 10/10/2022

Applicant Name: Silicon Ranch Corporation

Property Owner: Silicon Ranch Corporation, Wherrell 41, LLC, John and Eddie Berryhill, and Roger Howell

Location: 14th Land District, Land Lots 188, 189, 195, 196, 197, 222, 227, 221, and 228

Parcel Size: Approximately 524 acres

Existing Zoning: CUP and AG-1

Application Summary

The applicant proposes to develop a large-scale ground mounted solar energy system (large scale SES). This application is for Phase III of the proposed three phase solar energy system to be located at 915 Dan Green Road, DeSoto, GA (unofficial address). The subject property is owned by four different owners, including parcels owned by the Silicon Ranch Corporation. The existing parcels are zoned CUP and AG-1.

Staff Analysis

The analysis of the application is made based upon the conditional uses review as set forth in the Solar related Lee County Code Ordinance in place at the time of the Memorandum of Understanding (MOU) signed by the County and SR DeSoto, LLC on October 30, 2020. Conditional use review in current Lee County Code Sec. 70-698 shall not apply to this case based upon the conditions agreed to in the MOU.

Conditional uses may be granted upon finding that, if granted, the conditional use will not cause occurrence of any of the following:

- 1. Whether the proposed SES facility can coexist with healthy tree coverage within the area where the proposed SES facility is to be located;**

The submitted application notes that the project will preserve vegetation and trees to the extent reasonably practicable. Staff does not expect that this will cause unhealthy tree coverage impacts beyond tree removals needed for solar installation. Approximately 50% of the project area is currently open fields without trees.

- 2. Whether the SES facility will negatively affect the ecological benefits of forestland with respect to the forestland's continuing ability to maintain their clean water filtration capacity, soil erosion control, clean air, wildlife habitat, aesthetics and recreation potential is substantial. With respect to such analysis, the following should be considered with respect to such potentially impacted forestland:**

This proposed phase of the project is not expected to negatively impact the area's ability to maintain clean water filtration capacity, soil erosion control, recreation potential, or clean air. There may be minor impacts to wildlife habitat, but wildlife corridors are being maintained. The aesthetics of the subject property will be changed, but preservation and maintenance of visual buffers is proposed as required by the ordinances.

3. Whether the proposed SES Site will avoid clear cutting forests entirely.

The proposed layout plan results in approximately 50% of the project phase area requiring tree removal to install solar panels in the proposed locations. The proposed areas to be clear cut are adjacent to existing open fields. The proposed clearing is needed for the solar energy system to reach the proposed total size.

4. If a solar energy system is proposed on forestland, the footprint or design (a) avoids the healthiest sections of forest and oldest trees, and (b) adopts habitat corridors to protect wildlife.

While forested area will be impacted along the perimeter of most areas of Phase III, these impacts to forested area are required to construct the proposed SES facility. It is not apparent to what extent the oldest or healthiest trees will be impacted by the proposed tree removal. The proposed layout plan maintains a habitat corridor between the two sections of this phase of the project.

5. Whether the proposed plan establishes that a policy of zero net loss should be followed, meaning both planting the same number of trees that were cut elsewhere.

The applicant does not note any intent to establish a policy of zero tree loss. The applicant did not include any landscaping information outside of providing a visual buffer in areas adjacent to residential dwellings, which may include new plantings as needed.

6. Whether the proposed SES facility shall be physically positioned in such a way that glare does not affect adjacent properties or roadways.

While the applicant does not discuss glare reduction or configuration, the applicant intends to use vegetated buffers to screen lighting which would also reduce glare impacts in some areas.

7. Whether the proposed SES (7) facility complies with required setbacks, visual buffers and signage requirements.

The proposed SES facility meets the large-scale SES setback requirements of 25 feet from any property line and 30 feet from any public right of way. Regarding the requirement to be no closer than 100 feet from any residential dwelling unit on an adjacent lot (per Sec. 70-694 standards at the time of the MOU), it is not clear from the layout plan if this requirement is met for the solar panels to be placed along the eastern border of Phase III. There are residential lots to the east of the Phase III area along New York Road and small portions along Dan Green Road, as noted in the visual buffer map provided in the narrative. The proposed visual buffers, to be provided to the extend reasonably practicable, would be expected to reduce impacts on adjacent residential dwellings as required in Sec. 70-694. Signage will be provided to identify risks on the site, clarify the owner's identity, provide a 24-hour emergency contact, and comply with all local and state sign requirements.

8. Whether the proposed SES application provides long-term plans to minimize stormwater runoff and soil erosion impacts from the SES facility through the following site design practices:

The applicant does not detail stormwater management plans other than noting general basin locations on the layout plan. Vegetated grass cover crops, which will be pollinator friendly native grasses, will be utilized for erosion control. In addition, the applicant plans to use sheep grazing to maintain the vegetation, with a rotation schedule to prevent overgrazing.

9. **Whether the proposed SES application provides for the avoidance of soil compaction underneath and around panels during and after construction by using low impact construction techniques.**

The applicant does not discuss if they will use construction techniques to avoid over compaction of the soil during and after construction.

10. **Whether the proposed SES application provides for maintaining natural soil and vegetative groundcover in good condition underneath the panels, rather than cement, gravel or bare dirt. Such vegetative groundcover should include: (i) a meadow condition with native grasses are low growing, low maintenance, and have deeper roots which help decrease soil compaction; (ii) planting pollinator friendly habitat (native plant species, such as shrubs, grasses, and wildflowers) between, below, and alongside solar panels, thus, helping restore pollinator population through dual land uses.**

The applicant has a detailed plan to provide pollinator friendly native grasses underneath and around the solar panels to provide wildlife habitat and reduce soil erosion while providing for water infiltration. The applicant proposes to implement regenerative grazing practices by using managed sheep grazing around the solar panels and grassland.

11. **Whether the proposed SES application provides for avoiding chemical fertilizers, pesticides and fungicides, as this can pollute stormwater runoff and may require stormwater treatment and requiring mowing of the grass areas.**

The sheep grazing and manure is proposed to serve as a natural fertilizer for the grassed areas. Other pesticides and fungicides are not discussed or stated as proposed to be used on the site. Manure from the sheep, while a natural fertilizer option, will require stormwater management to ensure that water quality is not impacted by runoff from the site.

Staff Recommendation & Conditional Recommendations

Based on the standards and limitations for conditional use applications, this request does meet all necessary conditions to grant a conditional use. Should the present request be approved, staff recommends the following conditions to be fulfilled at the owner/developer's expense.

1. Design and construction of structures shall meet or exceed the standards indicated on the concept plan, narrative, and other documents submitted with the conditional use application and attached hereto. This condition shall not construe approval of any standard that is not in conformity with the Lee County Code of Ordinances.
2. Design and engineering for land development should ensure that storm water management requirements are met to minimize stormwater runoff and ensure the quality of water exiting the site.
3. The applicant should ensure that low impact construction techniques are utilized to avoid soil compaction during and after construction.



LEE COUNTY
CITY OF LEESBURG
CITY OF SMITHVILLE

CONDITIONAL USE APPLICATION

OWNER: Roger Howell

ADDRESS: 746 Dan Green Road, DeSoto GA 31743

DAYTIME PHONE #: _____ EMAIL: _____

ADDRESS OR LOCATION OF PROPERTY: Dan Green Rd. DeSoto, GA

In order that the general health, safety and welfare of the citizens may be preserved, and substantial justice maintained, I (We) the undersigned request in connection with the property hereinafter described:

Present Zoning AG-1 Present Use of Property: Agriculture

196 Land Lot Number 14th Land District 107.57 # of Acres

The subject property is described as follows:

Agriculture

Why are you requesting a conditional use?

Large Scale SES

ALSO ATTACH: (1 copy of each) _____ Plat of property, including vicinity map (both plat sizes: 8 1/2 x 11 and 11 x 17)
_____ Legal description Containing Metes and Bounds

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

WITNESS John Beagle

OWNER Roger Howell

DATE 10/03/2022

DATE 10/03/2022

Application Fee: _____ Date Paid: _____ Received by: _____

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

Applicant Name: SR DeSoto III, LLC, a wholly owned subsidiary of Silicon Ranch Corporation

Address: 222 2nd Ave. S. Nashville, TN 37201

Phone #: _____ Email: _____



LEE COUNTY
CITY OF LEESBURG
CITY OF SMITHVILLE

CONDITIONAL USE APPLICATION

OWNER: John and Eddie Berryhill
ADDRESS: 848 Dan Green Road, De Soto, GA 31744 31743

DAYTIME PHONE #: _____ EMAIL: _____

ADDRESS OR LOCATION OF PROPERTY: Dan Green Rd. DeSoto, GA

In order that the general health, safety and welfare of the citizens may be preserved, and substantial justice maintained, I (We) the undersigned request in connection with the property hereinafter described:

Present Zoning AG-1 Present Use of Property: Agriculture

195 Land Lot Number 14th Land District 65.62 # of Acres

The subject property is described as follows:
Agriculture

Why are you requesting a conditional use?
Large Scale SES

ALSO ATTACH: (1 copy of each) _____ Plat of property, including vicinity map (both plat sizes: 8 1/2 x 11 and 11 x 17)
_____ Legal description Containing Metes and Bounds

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

WITNESS: [Signature]

OWNER: [Signature]

DATE 10/04/2022

DATE 10/04/2022

Application Fee: _____ Date Paid: _____ Received by: _____

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

Applicant Name: SR DeSoto III, LLC A wholly owned subsidiary of silicon Rered Corporation

Address: 222 2nd Ave. S. Nashville, TN 37201

Phone #: _____ Email: _____



LEE COUNTY
CITY OF LEESBURG
CITY OF SMITHVILLE

CONDITIONAL USE APPLICATION

OWNER: Wherrell 41, LLC
ADDRESS: 1254 SW 24th Avenue, Okeechobee, FL 34794

DAYTIME PHONE #: _____ EMAIL: _____

ADDRESS OR LOCATION OF PROPERTY: Dan Green Rd. DeSoto, GA

In order that the general health, safety and welfare of the citizens may be preserved, and substantial justice maintained, I (We) the undersigned request in connection with the property hereinafter described:

Present Zoning AG-1 Present Use of Property: Agriculture

14th Land Lot Number 14th Land District 747.79 # of Acres

The subject property is described as follows:
Agriculture

Why are you requesting a conditional use?
Large Scale SES

ALSO ATTACH: (1 copy of each) _____ Plat of property, including vicinity map (both plat sizes: 8 1/2 x 11 and 11 x 17)
_____ Legal description Containing Metes and Bounds

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

WITNESS [Signature]

OWNER [Signature]

DATE 9/30/2022

DATE Sept. 30, 2022

Application Fee: _____ Date Paid: _____ Received by: _____

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

Applicant Name: SR DeSoto III, LLC

Address: 222 2nd Ave. S. Nashville, TN 37201

Phone #: _____ Email: _____



LEE COUNTY
CITY OF LEESBURG
CITY OF SMITHVILLE

CONDITIONAL USE APPLICATION

OWNER: Silicon Ranch Corporation
ADDRESS: 222 Second Avenue S, Suit 1900, Nashville, TN 37201

DAYTIME PHONE #: _____ EMAIL: _____

ADDRESS OR LOCATION OF PROPERTY: Dan Green Rd. DeSoto, GA

In order that the general health, safety and welfare of the citizens may be preserved, and substantial justice maintained, I (We) the undersigned request in connection with the property hereinafter described:

Present Zoning CUP Present Use of Property: Large Scale SES

^{222, 227, 221, 228} Land Lot Number 14th Land District 500+ # of Acres

The subject property is described as follows:
ancillary property adjacent to the DeSoto I Large Scale SES
(acreage is 345.59 acre parcel south of Dan Green Rd., and the western portion of the 1453 acre parcel north of Dan Green Rd.)

Why are you requesting a conditional use?
Large Scale SES to support DeSoto II and DeSoto III projects

ALSO ATTACH: (1 copy of each) _____ Plat of property, including vicinity map (both plat sizes: 8 1/2 x 11 and 11 x 17)
_____ Legal description Containing Metes and Bounds

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

WITNESS May Balthus

OWNER [Signature]

DATE 10/5/22

DATE 10/5/22

Application Fee: _____ Date Paid: _____ Received by: _____

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

Applicant Name: SR DeSoto III, LLC

Address: 222 2nd Ave. S. Nashville, TN 37201

Phone #: _____ Email: _____

AUTHORIZATION OF SR DESOTO III, LLC
Application for Conditional Use Permit

I swear that I am the Chief Commercial Officer of SR DeSoto III, LLC (the "Company").

I authorize the person named below to act as an authorized agent of the Company as the applicant in the pursuit of a conditional use permit for property located in Lee County, Georgia.

Name of Applicant Connor Echols

Address c/o Silicon Ranch Corporation, 222 2nd Avenue South, Suite 1900, Nashville, TN 37201, Attn: Connor Echols

Telephone Number _____

SR DESOTO III, LLC

By: *Matt Beasley*

Name: Matt Beasley

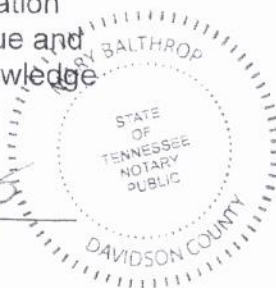
Title: CCO

Personally appeared before me

Matt Beasley

who swears/affirms that the information contained in this authorization is true and correct to the best of his or her knowledge and belief.

Mary Balthrop



Notary Public

Exp: 11-24

Date 10/5/22

**APPLICATION FOR CONDITIONAL USE PERMIT
LEE COUNTY**

APPLICATION NO. _____

AFFIDAVIT

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

The undersigned, Matt Beasley, being the Chief Commercial Officer of SR DeSoto III, LLC, a Delaware limited liability company ("Applicant"), deposes and says, to the best of Applicant's knowledge, as follows:

1. The undersigned intends to develop, construct, own, and operate a Solar Energy System, as that term is defined in An Ordinance Amending the Lee County Zoning Code to Provide Comprehensive Guidelines for the Safe and Orderly Development of Solar Energy in Lee County, Georgia, approved January 28, 2020 by the Board of Commissioners of Lee County, Georgia (the "Authority");
2. This Affidavit is being delivered to the Authority in connection with the Applicant's request for a Conditional Use Permit;
3. The real property on which the Solar Energy System will be constructed and operated is currently owned by owned by each of (i) Wherrell 41, LLC, (ii) Roger Howell, (iii) John and Eddie Berryhill ((i), (ii), and (iii) collectively, "Landowners");
4. Silicon Ranch Corporation ("SRC"), a Delaware corporation and affiliate of Applicant is party to a series of purchase options to purchase the real property from the Landowners;
5. The Landowners and SRC have each authorized Applicant to file this application for a Conditional Use Permit;
6. The construction and operation of the Solar Energy System will comply with all applicable federal and state laws;
7. The construction and operation of the Solar Energy System will comply with all local statutes, rules, regulations and ordinances, including the requirements of the Lee County zoning code, unless waived by Lee County; and
8. Applicant will maintain commercial general liability insurance throughout the siting, construction, installation, operation, and decommissioning of the Solar Energy System of at least \$1,000,000 dollars, and will provide written proof of the same within thirty (30) calendar days of receipt of written request from Lee County or any agency of Lee County. Applicant will cause the liability insurance carrier to provide at least thirty (30) calendar days' written notice to Lee County prior to the cancellation of such insurance.

[Signature page follows]

Further Affiant saith not.

APPLICANT:

SR DeSoto III, LLC

By: *[Signature]*

Name: Matt Beasley

Title: Chief Commercial Officer

Date: 10/5/22

Sworn to and subscribed before me this 5th day of October, 2022.

[Signature]
Notary Public

My Commission Expires: 1-11-23



Conditional Use Application – Lee County, GA

SR DESOTO III

October 10th, 2022



A Shell New Energies Partner

Silicon Ranch Corporation
222 Second Ave. S. Suite 1900
Nashville, TN 37201

1.0 Basic Information

Address of Site- 915 Dan Green Rd., DeSoto, GA 31743 (unofficial)

Applicant's Information :

SR DeSoto III, LLC
222 2nd Ave S. Nashville, TN 37201

Phone-

Email-

2.0 Regenerative Energy Project Description

The SR DeSoto III project consists of approximately 420 fenced acres in Lee County, Georgia, a portion of which was previously approved for but unused by SR DeSoto I via the Conditional Use Application approved by the Board of Commissioners on June 22nd, 2021. Historically, the property consisted of agricultural fields, undeveloped land, and timber forests, with the surrounding land primarily consisting of agricultural fields and timber forests. The goals of this project are to produce affordable clean electricity and pasture-based lamb/sheep through regenerative grazing practices, while improving ecological outcomes, enhancing wildlife habitat, and increasing overall biodiversity of the project site. During construction and within array fencing, temporary and permanent soil stabilization practices will be used to meet all regulatory requirements. Post-construction, long term vegetation will consist of a regionally appropriate, sheep grazing-compatible, diverse perennial mix of grasses, clovers, and forbs. Annual cover crop species may be used to provide ongoing erosion control and to increase forage production for managed sheep grazing. A cost-effective, pollinator friendly, and native grass species composition will be used outside array fencing and within the shading buffers, which must be maintained as grasslands to prevent shading, to attract pollinators and provide habitat for various species of wildlife.

Managed sheep grazing is performed using a variant of rotational grazing practices, specifically Adaptive Multi-Paddock Grazing (AMP Grazing). Within array fencing, temporary electric fence will be used to subdivide the array into various 'paddocks', into which flocks of sheep are rotated rapidly through. The sheep will typically spend 3 days or less in each paddock to avoid overgrazing. Sheep are not rotated back to previous paddocks for 40-60 days, depending on weather and other abiotic factors, allowing vegetation an adequate 'recovery period' to regrow. Manure is evenly distributed across the project due to the rapid rotations, serving as a fertilizer that further supports perennial vegetation health while reducing instance of erosion. This technique mimics the way bison and grasslands co-evolved over millions of years in the great plains of North America, and over time the overall functionality of the solar-grassland ecosystem will be improved. Mechanical 'finish mowing' is used as a support tool for the vegetation to remain compliant with solar industry vegetation management performance specifications. Pollinator habitat established in shading buffers will be managed to accommodate various habitats and nesting needs of wildlife while also preventing woody perennial species from establishing.

Additional infrastructure considerations necessary for safe and humane pasture-based livestock are incorporated into the facility and management plans, including livestock guardian animals, water systems, and grazing fencing. Existing agricultural wells are restored and/or new wells are established to distribute livestock water across the site as needed and to support module washing activities. Grazing fencing is established to optimize land management needs of the entire property, inside and outside array fencing, while meeting the various energy production, livestock, and wildlife goals of the project.

Silicon Ranch's onsite 'Agrivoltaic Technicians' provide regenerative land management, grazing management, and civil maintenance services as well as address any non-electric solar PV maintenance needs for the project. This creates additional long-term jobs post-construction, further distributing additional economic impacts of the project throughout the agricultural sector of the local economy.

3.0 Visual Buffers

SR DeSoto III shall have to the extent reasonably practicable, a year-round visual buffer of either introduced plantings or original growth. This vegetation will provide a reasonable visual and lighting screen to restrict the view of the site from adjacent public or private property (including those lots located across a public right-of-way). Visual buffers will minimize impacts of the site on adjacent residential dwelling units. Their installation will be prioritized along Dan Green Road and New York Road, with emphasis on locations adjacent to residential structures.

For the avoidance of doubt, it is SR DeSoto III's understanding that the DeSoto III project is subject to the terms of the version of Chapter 70, Article XXI of the Lee County Code of Ordinances that was in place as of the Effective Date of the Memorandum of Understanding executed between SR DeSoto, LLC and the Lee County Development Authority, Lee County Board of Commissioners, Lee County Board of Tax Assessors and the Lee County Tax Commissioner (as the same has been amended from time to time). A copy of the applicable ordinance has been submitted with this application for convenience.

SR DeSoto III Visual Buffer Map-



4.0 Lighting and Signage

SR DeSoto III will limit lighting to the minimum amount reasonably necessary for its safe operation, direct lighting downward where reasonably feasible, incorporate full cut-off fixtures, and reasonably utilize motion sensors. SR DeSoto III will also have proper signage that indicates the risks that may result from contact with SR DeSoto III, as well as the contact information and name of SR DeSoto III's owner or operator. These signs will comply with applicable zoning restrictions and ordinances.

5.0 List of Endangered Species that may be within 1,000 ft. of the property

Table 2. Federal Threatened and Endangered Species Summary

Common Name	Scientific Name	*Federal Status	*State Status	Habitat Requirements
Fauna				
Barbour's map turtle	<i>Graptemys barbouri</i>	NL	T	Rivers and large creeks of Apalachicola River drainage possibly in Ochlockonee
delicate spike	<i>Elliptio arcata</i>	NL	E	Creeks and rivers with moderate current, mainly in crevices and under large rocks in silt deposits
eastern indigo snake	<i>Drymarchon corais couperi</i>	T	T	Sandhills; pine flatwoods; dry hammocks; summer habitat includes wetlands

gopher tortoise	<i>Gopherus polyphemus</i>	C	T	Sandhills, dry hammocks, longleaf pine-turkey oak woods; old fields
gulf moccasinshell	<i>Medionidus penicillatus</i>	E	E	**Large rivers to small creeks, found in a variety of substrates
halloween darter	<i>Percina crypta</i>	NL	T	Larger streams in riffle/shoal habitat
inflated spike	<i>Elliptio purpurella</i>	NL	T	Medium creeks to small rivers; clay, sand, and gravel substrate; moderate current
oval pigtoe	<i>Pleurobema pyriforme</i>	E	E	**Large rivers to small creeks with slow to moderate current in pool, run, and riffle habitats; combinations of clay, sand, and gravel substrate
purple bankclimber	<i>Elliptoideus sloatianus</i>	T	T	**Medium to large rivers in ACF and Ochlockonee basins; all substrates except bedrock
rayed creekshell	<i>Strophitus radiatus</i>	NL	T	Small creeks to large rivers; mud, sand, or gravel substrates
reticulated flatwoods salamander	<i>Ambystoma bishopi</i>	E	E	Pine flatwoods, moist savannahs, isolated cypress/gum ponds
shinyrayed pocketbook	<i>Hamiota subangulata</i>	E	E	**Medium sized creeks to large rivers in sand substrates in slow to swift flowing water
wood stork	<i>Mycteria</i>	T	NL	Freshwater and estuarine wetlands, primarily nesting in cypress or

Flora				
canby's dropwort	<i>Oxypolis canbyi</i>	E	E	Cypress ponds and sloughs, wet savannas
relict trillium	<i>Trillium reliquum</i>	E	E	Mesic hardwood forests, limesink forests, usually with Fagus and Tilia

*E = Endangered C = Candidate T = Threatened NL = Not Listed

**Critical Habitat

6.0 Map of Prime Farmland and Farmland of State Importance

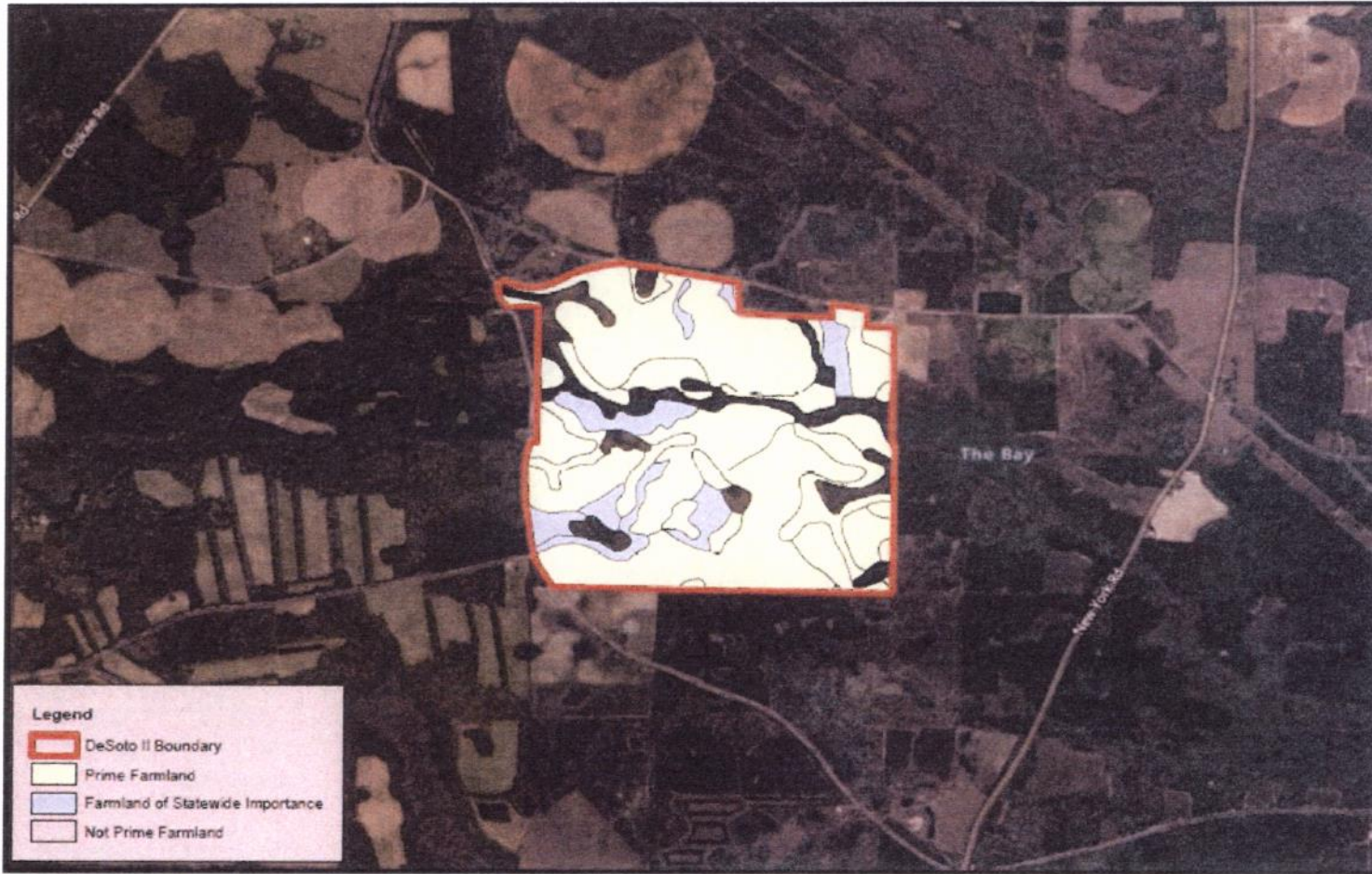
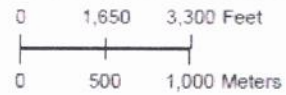
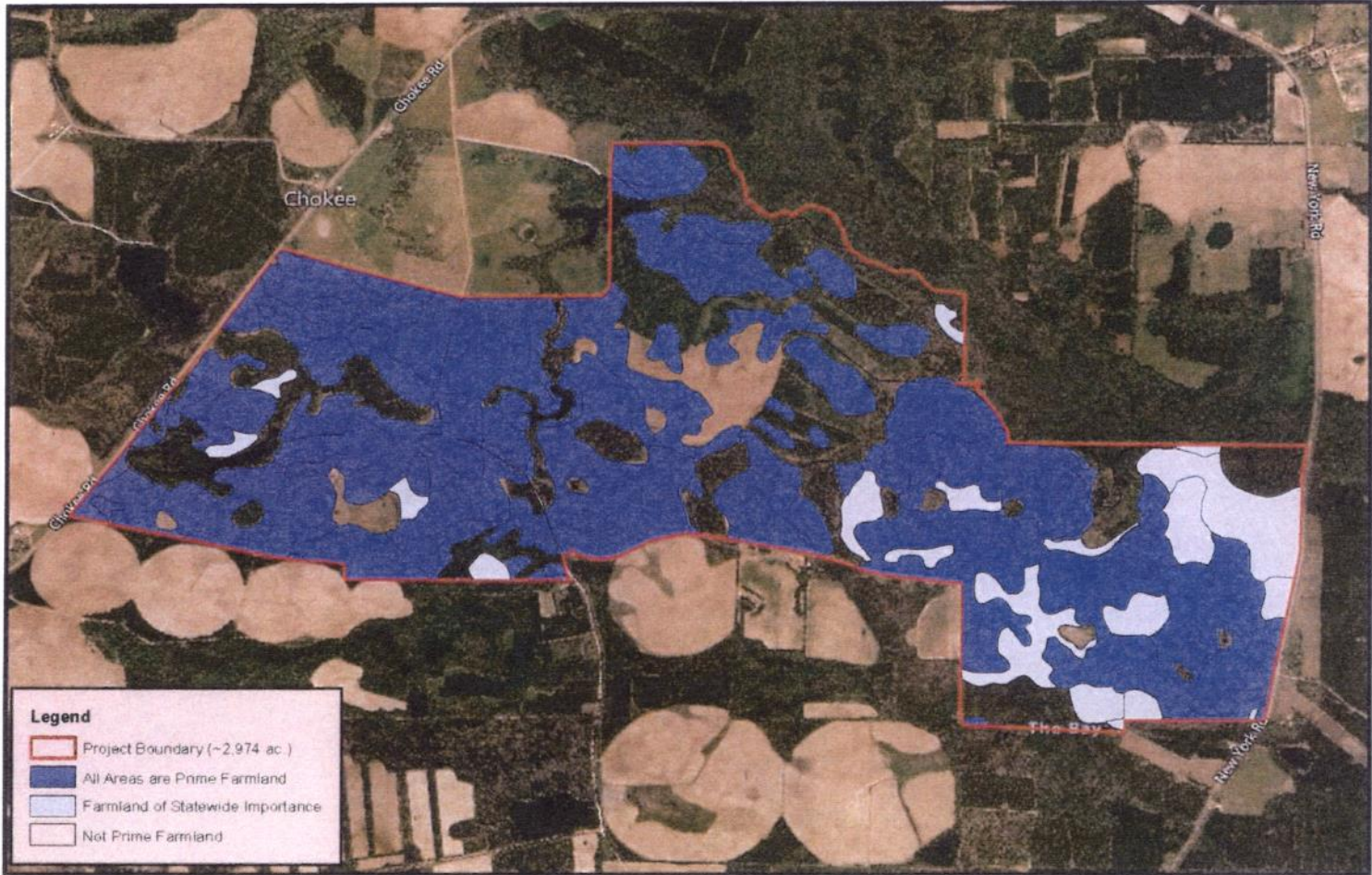


Figure 10. NRCS Prime Farmland Soils Map

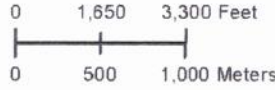


Silicon Ranch - DeSoto III
Lee County, GA
April 2022



Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

Figure 10. NRCS Prime Farmland Soils Map



Silicon Ranch - DeSoto
Lee County, GA
September 2020

7.0 Project Topography Declaration

After a thorough engineering review, SR DeSoto III will not be built on slopes of 10% or higher.

8.0 Project Timeline

SR DeSoto III (60 MWac) Timeline

Plant Design: August 2022-January 2023

Plant Construction: February 2023 – December 2022

Project Commissioning: May 2023 – December 2023

Plant Mechanical Completion: November 2023

Commercial Operation: December 2023

SR DeSoto III

Decommissioning Plan

Submitted to:

Lee County Planning and Zoning

Submitted on behalf of:

SR DeSoto III, LLC
222 2nd Ave South, Suite 1900
Nashville, TN 37201

October 2022

TABLE OF CONTENTS

1	INTRODUCTION	1
	1.1 Background.....	1
	1.2 Decommissioning Plan Purpose.....	2
2	PROJECT COMPONENTS.....	2
	2.1 Site Construction Preparation.....	2
	2.2 PV Equipment Installation	3
	2.3 Roads	4
	2.4 Vegetation During Operation.....	4
3	PROJECT DECOMMISSIONING AND RECYCLING.....	5
	3.1 Decommissioning Preparation.....	5
	3.2 PV Equipment Removal and Recycling.....	5
	3.3 Roads	7
	3.4 Site Restoration	7
	3.4.1 Evaluation of Restoration Requirements	7
	3.4.2 Restoration Plan.....	8
	3.4.3 Monitoring.....	8
	3.4.4 Criteria for Restoration Success.....	9
	3.4.5 Reporting and Schedule.....	9
	3.4.6 Fence	10
4	FUTURE LAND USE	10

1. INTRODUCTION

1.1 Background

SR DeSoto III, LLC will construct, own and operate a 60-megawatt (MW) (nominal plant capacity) solar photovoltaic (PV) power generation facility and associated electrical transmission facilities, collectively referred to as SR DeSoto III ("Project").

This Facility Decommissioning Plan ("Decommissioning Plan") is developed for Lee County. The Decommissioning Plan provides for the decommissioning and deconstruction of the facility, and for restoration of the Project site, collectively referred to as "decommissioning". The Decommissioning Plan is to be implemented upon discontinuance of operations or abandonment of the Project in whole or in part.

The Decommissioning Plan includes the following:

1. Removal of solar panel structures and all appurtenant above-ground equipment;
2. Removal of on-site overhead poles and above-ground electricity lines within the Project area;
3. Removal of permanent above-ground transmission lines and poles located in the public right-of-way if determined not usable by the applicable public or private utility. Otherwise, such transmission lines and poles shall be allowed to remain;
4. Restoration of any disturbed soil and re-vegetation of the site to the pre-construction condition, with native vegetation similar to the vegetation in the surrounding vicinity; and
5. Restoration or reclamation of project roads to their pre-construction condition unless the then-existing owner of the site elects to retain the improved roads for access throughout the site

The Decommissioning Plan shall factor in the following items, some of which are redundant with those above:

1. Cost to remove solar panels and support structures, with allowance for salvage value for the support structures;
2. Replacement of disturbed soil from removal of support structures;

1.2 Decommissioning Plan Purpose

The purpose of this Decommissioning Plan is to clarify the process to conducting decommissioning activities for the permanent closure of the Project or a portion of the Project. The facility is intended to operate for 40 years or more. This Decommissioning Plan describes the approach for removal and/or proper abandonment of facilities and equipment associated with the Project and describes anticipated land restoration activities at the end of the term or earlier if all or a portion of the Project is discontinued. Elements of this process may be adjusted based on baseline conditions at the time of decommissioning.

2. PROJECT COMPONENTS

The Project's components subject to decommissioning include the equipment summarized below. The decommissioning activities associated with these components are discussed in Section 3.0 of

this Decommissioning Plan.

2.1 Site Construction Preparation

Construction facilities will be located in Lee County within the Project Site, located off Dan Green Road and New York Road. The construction facilities will include the construction entrance/exit, roadway and the parking and staging areas for vehicle and equipment storage and maintenance. The laydown area will be used for pre-assembly of components and materials storage/staging. Space in the construction facility area will also provide construction worker parking.

Access points will be built for access to the site via new gates at each access point shown on the Site Plan. The site access driveway(s) and gate(s) will remain in place for the operational phase of the Project.

2.2 PV Equipment Installation

The PV equipment for the Project will consist of First Solar PV modules mechanically fastened onto a steel mounting system. The steel mounting system will include galvanized steel posts that will be driven into the ground.

A Light-on-Land philosophy will be used for the grading and installation of the entire Project. Several features of this philosophy are as follows:

1. Minimal soil disturbance. Existing vegetation will be preserved, and soil disturbance will be reduced to the greatest extent possible.
2. Preservation of property. Temporary fencing will be used to protect areas not to be disturbed. Existing improvements, properties, utilities, facilities, trees and plants that are not to be removed will be protected from injury or damage.
3. Temporary staging areas will be utilized within the solar field and they will ultimately be built over with solar arrays or interconnection facilities. The areas will be seeded after construction is complete.
4. Site internal roads in the solar field will be constructed by compacting existing soil.

2.3 Roads

Access to the project will be from Dan Green Road and New York Road.

2.4 Vegetation During Operation

Vegetation will be monitored and controlled throughout the production term in order to provide adequate vegetative cover and reduce erosion. Control methods include mechanical control via typical mowing equipment and/or biological control via managed sheep grazing, as well as appropriate use of herbicide for noxious/invasive weed control. Vegetation will not be allowed to grow more than 24" and controlled no lower than 3" during any control operation.

Typical control prescription is as follows:

- Vegetation management operations to occur at a frequency of 4 to 5 per year as needed during growing season
- Appropriate herbicide to be used as needed for control of noxious/invasive weed populations

3. PROJECT DECOMMISSIONING AND RECYCLING

The activities involved in the facility closure will depend on the expected future use of the site.

Certain facility equipment may have future uses, such as roads. The currently envisaged plan involves completion of the initial decommissioning in a six-month period with full restoration requiring additional time for plant re-growth and establishment as required.

In general, decommissioning will attempt to maximize the recycling of all facility components. Specific opportunities for recycling (e.g., PV solar modules) are discussed below in the context of various site components. The individual Project components to be decommissioned will be recycled to the maximum extent practical.

The key Project components to be affected by decommissioning activities are discussed below. The general decommissioning approach will be the same whether a portion of the Project or the entire Project is decommissioned.

3.1 Decommissioning Preparation

The first step in the decommissioning process will be to assess existing site conditions and prepare the site for demolition.

Site decommissioning and equipment removal can take several months. Therefore, access roads, fencing and electrical power will temporarily remain in place for use by the decommissioning and restoration workers until no longer needed. Re-vegetation of disturbed areas can take several years to establish.

Demolition debris will be placed in temporary onsite storage area(s) for no more than 120 days per location with no more than one 120-day extension per location if determined.

3.2 PV Equipment Removal and Recycling

During decommissioning, Project components that are no longer needed will be removed from the site and recycled. The PV solar panels and rack supports will be removed in their entirety from the site using forklifts, dump trucks, and flat-bed and rear-loader garbage trucks. The support posts will be removed by backhoes with attachments. Cranes will be required to remove the inverters, transformers, and their foundations.

The demolition debris and removed equipment may be cut or dismantled into pieces that can be safely lifted or carried with the on-site equipment being used. The majority will be processed for transportation to an offsite recycling center. All steel, copper, and aluminum will be recycled.

The First Solar Modules will be de-energized and dismantled from the table mounts by sliding the panels off the table once the mounting clamps have been loosened. The panels will then be collected and loaded into standard enclosed trucks and transported to a recycling or disposal facility as appropriate.

3.3 Roads

Onsite roads will remain in place to accomplish decommissioning at the end of the facility's life. At

the time of decommissioning, if the landowner determines that some of these roads will be beneficial for future use of the site, those roads may remain after decommissioning. Roads that will not be re-used will be restored to preconstruction conditions. The ground surface will be restored and revegetated as described in Section 3.10.

3.4 Site Restoration

Once removal of Project equipment is complete, the site will be restored to preconstruction conditions and re-vegetated.

3.4.1 Evaluation of Restoration Requirements

Revegetation of disturbed areas can take several years to accomplish. The restoration will be enhanced by the operational landscape re-vegetation and restoration plan outlined in Section 2.9 earlier.

3.4.2 Restoration Plan

All decommissioning shall be completed in a manner where appropriate dust suppression can be achieved. Based on the site conditions, a biologist will develop a restoration plan acceptable to the County at the time of decommissioning. The restoration plan will include de-compaction as appropriate and re-vegetation requirements to restore the site to pre-construction conditions. Any land that is to be returned to farming will not be re-vegetated, but instead be cultivated. Because of the limited disturbance to soils and site contours by the construction of the Project, it is expected that restoration will largely involve reseeding. De-compaction, as required, may involve disking or similar method. Reseeding will be accomplished by broadcast possibly using manually operated cyclone-type bucket spreaders, mechanical seed spreaders, blowers, hydroseeders, rubber-tired all-terrain vehicles equipped with mechanical broadcast spreaders, or other similar or more effective measures. Seed in the spreader hoppers will be mixed to discourage separation of the component seed types. Where broadcast seeding is employed, seeded areas may be raked or harrowed to cover the seed.

Re-vegetation will be monitored to evaluate the recovery status of rehabilitated areas, identify the need for additional re-vegetation, and to make a final determination regarding re-vegetation success. Seeding efforts will be monitored during the first growing season after seeding to assess initial vegetation establishment, distribution, soil stability, and erosion control.

Monitoring will occur annually during each successive growing season and cease when rehabilitation meets the criteria for success.

3.4.3 Monitoring

All rehabilitated areas will be visually inspected to: 1) detect areas that require attention, such as areas in which erosion is occurring and 2) identify areas that may require additional measures. Additional measures will be implemented, as necessary, to ensure vegetation growth/establishment. Temporary fencing, when necessary, will be installed to avoid adverse effects to rehabilitation efforts, such as vehicular use of these areas during growth establishment.

Following each growing season, the re-vegetated areas will be visually inspected to identify

areas that may require additional measures. Monitoring will qualitatively assess the effectiveness of temporary and permanent erosion control structures in stabilizing disturbed areas and controlling runoff. Site areas requiring remedial work will be identified and any additional erosion control work will be performed. It is anticipated that any active erosion problems will be apparent during the first year or two following re-vegetation or after the first major storm or runoff event. It is anticipated that the monitoring process will continue for at least three growing seasons.

3.4.4 Criteria for Restoration Success

Success criteria for site restoration will be established prior to commencement of decommissioning activities, based on the documented pre-construction conditions, experience gained with re-vegetation during operation and the condition of the site at the time of decommissioning. After a re-vegetated area meets success criteria, re-vegetation will be considered complete and re-vegetation monitoring will cease in that area.

3.4.5 Reporting and Schedule

Acceptable levels of re-vegetation success and the schedule for achieving them could vary based on various factors such as soil and rainfall conditions. It is expected that successful re-vegetation will be accomplished within three years of initiation of re-vegetation activities.

3.4.6 Fence

Following removal of all Project-related equipment, the chain link fence and gates surrounding the project site can be removed and recycled. We assume a salvage value of \$65 per ton for the chain link fence.

4. FUTURE LAND USE

The activities involved in the facility closure will depend on the expected future use of the site. Certain facility equipment may be utilized for future uses. Therefore, the extent of site closure activities will be determined at the time of the closure. Future uses of the lands occupied by the Project will be contingent on the County land use plans and regulations applicable to the site at the time such future use is proposed to be established.



LEE COUNTY, GA GOVERNMENT

SUBJECT: Annual Renewal of Alcohol Licenses

DATE SUBMITTED: 12/13/2022

DIVISION:

AUTHORIZED BY: Joey Davenport

AGENDA DATE REQUESTED:

TYPE:

CONTACT PERSON: Carol Lee

DEPARTMENT: Inspection/Licensing

- Regular
 Consent

MOTION/RECOMMENDATION:

Staff requests the Board of Commissioners consider the annual approval of the current alcohol licenses on the attached list at the December 13, 2022 Board of Commissioners monthly meeting for calendar year 2023. They may be voted on as a group.

BACKGROUND:

Annual approval of county alcohol licenses.

ATTACHMENTS:

1. 2023 Alcohol Renewal List

<u>REVIEWED BY (INITIALS):</u> Legal: Finance: Other:	<u>ADVERTISED:</u> Date: Paper: <input type="checkbox"/> Not Required	<u>COMMISSION ACTION:</u> <input type="checkbox"/> Approved <input type="checkbox"/> Approved w/Conditions <input type="checkbox"/> Denied <input type="checkbox"/> Continued to:
<u>USER DEPT.:</u>	<u>COSTS:</u>	<u>FUNDING SOURCE:</u> <input type="checkbox"/> Capital Improvement <input type="checkbox"/> Operating <input type="checkbox"/> Other
<u>SUBMITTED BY:</u> <hr/> <p style="text-align: center;">County Manager</p>	<u>CURRENT FY:</u> <u>APPROPRIATION CODE:</u> <u>AFFECTED PARTIES:</u> <input type="checkbox"/> Notified <input type="checkbox"/> N/R	

2023 ALCOHOL RENEWALS

BUSINESS	ADDRESS	LICENSE	FEE	OWNER/LIC HOLDER
		BEER /WINE OFF PREMISES		
CIRCLE K	1584-E US 19 SOUTH	"	\$825.00	James Allen
CREEKSIDE BP	1420 US 19 SOUTH	"	\$825.00	Brijesh Patel
CVS	1193 US 19 SOUTH	"	\$825.00	Deborah Alston
DOLLAR GENERAL #478	3005 NORTH SLAPPEY	"		
DOLLAR GENERAL #15482	1162 HWY 82 WEST	"		
EASY TRIP	1487 PHILEMA RD	"	\$825.00	Bhumi Patel
HOME RUN FOODS	1595 US HWY 19 SOUTH	"	\$450.00	Jefferson Lanier
HWY 19 CITCO	863 US 19 SOUTH	"	\$450.00	Steve Whatley
MIKE'S COUNTRY STORE	1628 PHILEMA RD	"	\$825.00	Mike Rogers
PEACHTREE MINI MART	1295 US HWY 82 WEST	"	\$825.00	Steve Whatley
PHILEMA EXPRESS	1505 US 19 SOUTH	"	\$825.00	Alpeshkumar Patel
PUBLIX	1212 US 19 SOUTH		\$750.00	Garrett Tukes
PURE (Chevron)	1405 US HWY 82 WEST	"	\$825.00	Himanshu Patel
PURE (Chevron)	1603 PHILEMA RD	"	\$825.00	Prakashkumar Patel
RACEWAY	1385 HWY 82 WEST	"	\$825.00	Mahmoud Abudayyak
SALT LICK	1211 HWY 82 WEST	"	\$825.00	Jackson Krause
SHOP RITE (SHELL)	1572 US 19 SOUTH	"	\$825.00	Sandeep Kumar
SUSIE Q DOUBLEGATE	1250-A US HWY 82 WEST	"	\$825.00	Mukesh B Patel
WAL MART	2825 LEDO RD		\$825.00	Michael Weder
		BEER/WINE ON PREMISES		
TEMP COFFEE & BREW	1420 US 19 SOUTH		\$900.00	Brijesh Patel
RIVERFRONT BBQ	1533 US HWY 19 SOUTH		\$750.00	Dale Saunders
LEE COUNTY CHAMBER	106 WALNUT AVE	"	\$0.00	Lisa Davis
		BEER/WINE/LIQUOR ON PREMISES		
ROOSTER'S	1636 PHILEMA RD	ON PREMISES	\$3,150.00	Jimmy Norman
CHILI'S GRILL & BAR	2821 LEDO RD	ON PREMISES	\$3,000.00	Mathew Griffiths
EL MAYA RESTAURANT	1561 US HWY 19 SOUTH	ON PREMISES	\$3,150.00	Ismael Diaz
KING CLAW	2841 LEDO RD	ON PREMISES	\$3,150.00	Yuk Fan Chan Fu
LEE PUB	1561 US HWY 19 SOUTH	ON PREMISES	\$3,150.00	Jose Martinez
FUZZY'S TACO SHOP	101 TOWER PLACE LANE	ON PREMISES	\$3,150.00	Richard Maddox
CHEHAW PARK	105 CHEHAW PARK RD	ON PREMISES	\$0.00	Tommy Gregors
TOTAL			\$33,600.00	



Lee County - Leesburg - Smithville Planning Commission

CLAY GRIFFITH, VICE-CHAIRMAN
MIKE MCVEY, JIM QUINN, JASON SHEFFIELD, SHIRLEY STILES, RICKY WATERS

MEETING MINUTES
December 1, 2022 at 6:00 P.M.
Opal Cannon Auditorium
T. Page Tharp Governmental Building
102 Starksville Avenue North
Leesburg, GA 31763

Members Present: Clay Griffith, Jason Sheffield, Jim Quinn, Shirley Stiles, Ricky Waters

Members Absent: Mike McVey

Staff Present: Christi Dockery, Kaitlyn Good, Meagan Matechak

I. CALL TO ORDER

Vice-Chairman Clay Griffith called the meeting to order at 6:00 p.m.

II. ACKNOWLEDGEMENT OF GEORGIA LAW REGARDING CAMPAIGN CONTRIBUTIONS

Commissioner Jim Quinn read the Georgia Law regarding campaign contributions.

III. APPROVAL OF MINUTES

(A) Approval of the minutes from the July 7, 2022 Planning Commission meeting.

Commissioner Shirley Stiles made the **MOTION** to **APPROVE** the minutes as presented, seconded by Commissioner Jim Quinn. The **MOTION** was unanimous with Commissioners Griffith, Sheffield, and Waters voting yea.

IV. NEW BUSINESS

(A) Acknowledgement of the resignation of Chairman Chris Guarnieri.

Vice-Chairman Clay Griffith acknowledged the resignation of Chairman Chris Guarnieri due to his election to the Lee County Board of Commissioners, stating he served on the Planning Commission for many years, made many contributions, and will be missed.

(B) Approval of the proposed 2023 Planning Commission Meeting Calendar.

Commissioner Jason Sheffield made the **MOTION** to **APPROVE** the proposed 2023 Planning Commission Meeting Calendar, seconded by Commissioner Jim Quinn. The **MOTION** was unanimous with Commissioners Griffith, Stiles, and Waters voting yea.

V. PUBLIC HEARINGS

Vice-Chairman Clay Griffith opened the public hearing at 6:15 p.m., stating that both



applications would be included into one Public Hearing for simplicity of discussion, but would be followed by two distinct votes from the Commission. Vice-Chairman Griffith also stated that the Lee County Board of Commissioners will conduct a public hearing on Tuesday, December 13, 2022 at 6:00 p.m. and a final vote on Tuesday, January 10, 2023 at 6:00 p.m.

Commissioner Jim Quinn read the applications into the record.

(A) CONDITIONAL USE:

SR DeSoto 2, LLC (Z22-004): Connor Echols has submitted an application to the Lee County Planning Commission requesting a Conditional Use for a large scale (1,566 total acres) ground mounted solar energy system as a principal use in the AG-1 (Active Agriculture District). Project is known as SR DeSoto 2, LLC. Of the 1,566 total acres, a total of 944 acres is fenced/ developed area. There are multiple property owners, as follows: Silicon Ranch Corporation, Wherrell 41, LLC., Roger Howell, and John & Eddie Berryhill, collectively, ("Landowners") of land being part of Land Lots 188, 189, 195, 196, 197, 221, 222, 227, and 228 of the Fourteenth Land District, of Lee County, Georgia. The property involved is presently zoned AG-1.

The Lee County Board of Commissioners will conduct a public hearing on the conditional use request on **Tuesday, December 13, 2022 at 6:00 p.m.** and a final vote on **Tuesday, January 10, 2023 at 6:00 p.m.** in the T. Page Tharp Governmental Building, Opal Cannon Auditorium, 102 Starksville Avenue North, Leesburg, GA.

(B) CONDITIONAL USE:

SR DeSoto 3, LLC (Z22-004): Connor Echols has submitted an application to the Lee County Planning Commission requesting a Conditional Use for a large scale (1,566 total acres) ground mounted solar energy system as a principal use in the AG-1 (Active Agriculture District). Project is known as SR DeSoto 3, LLC. Of the 1,566 total acres, a total of 944 acres is fenced/ developed area. There are multiple property owners, as follows: Silicon Ranch Corporation, Wherrell 41, LLC., Roger Howell, and John & Eddie Berryhill, collectively, ("Landowners") of land being part of Land Lots 188, 189, 195, 196, 197, 221, 222, 227, and 228 of the Fourteenth Land District, of Lee County, Georgia. The property involved is presently zoned AG-1.

The Lee County Board of Commissioners will conduct a public hearing on the conditional use request on **Tuesday, December 13, 2022 at 6:00 p.m.** and a final vote on **Tuesday, January 10, 2023 at 6:00 p.m.** in the T. Page Tharp Governmental Building, Opal Cannon Auditorium, 102 Starksville Avenue North, Leesburg, GA.

Public Hearing Discussion

Staff Presentation

Meagan Matechak, Planner with WSP and consultant to Lee County, presented the staff analysis report and summarized the presented Conditional Use Applications. Ms. Matechak stated that there is no extreme vegetation disturbance or negative impact on forest land, however some land clearing is still needed. There would be minor effects to animal habitats. Ms. Matechak stated that



grass cover would be utilized for erosion control and sheep grazing would provide a natural fertilizer.

Should the present requests be approved, staff recommends the following **conditions** to be fulfilled at the owner/developer's expense.

1. Design and construction of structures shall meet or exceed the standards indicated on the concept plan, narrative, and other documents submitted with the conditional use application and attached hereto. This condition shall not construe approval of any standard that is not in conformity with the Lee County Code of Ordinances.
2. Design and engineering for land development should ensure that storm water management requirements are met to minimize stormwater runoff and ensure the quality of water exiting the site.
3. The applicant should ensure that low impact construction techniques are utilized to avoid soil compaction during and after construction.

Applicant Presentation

Applicants Tom Harrold, Attorney, Connor Echols, Director of Project Development at Silicon Ranch, and Michael Baute, Silicon Ranch spoke on the project, summarizing the plans and expectations for the expansions in each Phase.

Opposition

Chad Gunter: Spoke on flooding concerns

Jenny Crisp: Spoke on concerns of flooding and wildlife populations/displacement

Don Odom: Spoke on flooding concerns, wildlife populations, traffic and reckless driving

Felix Marbury: Spoke on the bad appearance of the property currently and

Support

Dennis Roland: Spoke on giving the company a chance to finish what they started

The applicants responded to the concerns voiced by the public.

With no further comments or questions from the Commission or audience, Vice-Chairman Clay Griffith closed the Public Hearing at 7:24pm.

Recommendation

Commissioner Shirley Stiles made the **MOTION** to **TABLE** the Conditional Use application for a large scale (1,566 total acres) ground mounted solar energy system as a principal use in the AG-1 (Active Agriculture District) known as SR DeSoto 2, LLC., seconded by Commissioner Jim Quinn. The **MOTION died** with a 2 – 3 vote, with Commissioners Griffith, Sheffield, and Waters voting nay.

Commissioner Ricky Waters made the **MOTION** to **APPROVE** the Conditional Use application for a large scale (1,566 total acres) ground mounted solar energy system as a principal use in the AG-1 (Active Agriculture District) known as SR DeSoto 2, LLC., **with the following conditions** to be fulfilled at the owner/developer's expense: (1) The applicant shall ensure that design and construction of structures shall meet or exceed the standards



LEE COUNTY

Life works well here

indicated on the concept plan, narrative, and other documents submitted with the conditional use application and attached hereto. This condition shall not construe approval of any standard that is not in conformity with the Lee County Code of Ordinances; (2) The applicant shall ensure that design and engineering for land development meets storm water management requirements to minimize stormwater runoff and ensure the quality of water exiting the site; (3) The applicant shall ensure that low impact construction techniques are utilized to avoid soil compaction during and after construction; (4) The applicant shall ensure that monthly water quality testing is conducted per GA EPD standards and send the monthly reports to the County. Any sampling and reporting conducted by GA EPD should also be shared with the County; (5) The applicant should ensure that a wildlife management assessment is conducted to provide a recommendation on mitigation and share all updates on wildlife management with the County on a monthly basis; and (6) The applicant shall complete the abovementioned and have the Phase I project approved per the existing Memorandum of Understanding before Phase II commences. The **MOTION** was seconded by Commissioner Jim Quinn. The **MOTION carried** with a 3 – 2 vote, with Commissioners Griffith voting yea and Commissioners Sheffield and Stiles voting nay.

Commissioner Ricky Waters made the **MOTION** to **APPROVE** the Conditional Use application for a large scale (1,566 total acres) ground mounted solar energy system as a principal use in the AG-1 (Active Agriculture District) known as SR DeSoto 3, LLC., **with the following conditions** to be fulfilled at the owner/developer's expense: (1) The applicant shall ensure that design and construction of structures shall meet or exceed the standards indicated on the concept plan, narrative, and other documents submitted with the conditional use application and attached hereto. This condition shall not construe approval of any standard that is not in conformity with the Lee County Code of Ordinances; (2) The applicant shall ensure that design and engineering for land development meets storm water management requirements to minimize stormwater runoff and ensure the quality of water exiting the site; (3) The applicant shall ensure that low impact construction techniques are utilized to avoid soil compaction during and after construction; (4) The applicant shall ensure that monthly water quality testing is conducted per GA EPD standards and send the monthly reports to the County. Any sampling and reporting conducted by GA EPD should also be shared with the County; (5) The applicant should ensure that a wildlife management assessment is conducted to provide a recommendation on mitigation and share all updates on wildlife management with the County on a monthly basis; and (6) The applicant shall complete the abovementioned and have the Phase II project approved per the existing Memorandum of Understanding before Phase III commences. The **MOTION** was seconded by Commissioner Jim Quinn. The **MOTION carried** with a 3 – 2 vote, with Commissioners Griffith voting yea and Commissioners Sheffield and Stiles voting nay.

VI. UNFINISHED BUSINESS

NONE

VII. ANNOUNCEMENTS

NONE



VIII. ADJOURNMENT

Commissioner Jason Sheffield made a motion to **ADJOURN**, seconded by Commissioner Shirley Stiles. The **MOTION** was unanimous with Commissioners Clay Griffith, Mike McVey, Jim Quinn and Shirley Stiles voting yea. The meeting adjourned at 7:35 p.m.

Meetings of the Planning Commission and the Board of Commissioners are open to the public.

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

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

Clay Griffith, Vice-Chairman Date

Kaitlyn Good, County Clerk Date

2023 Planning Commission Schedule

**Planning Commission Meeting Date:
(Public Hearing and Vote)**

5-Jan	2-Feb	2-Mar	4-May	1-Jun	6-Jul	3-Aug	7-Sep	5-Oct	2-Nov	7-Dec
12-Dec	10-Jan	10-Feb	10-Mar	10-Apr	12-Jun	10-Jul	10-Aug	11-Sep	10-Oct	10-Nov
21-Dec	18-Jan	15-Feb	22-Mar	19-Apr	21-Jun	19-Jul	23-Aug	20-Sep	18-Oct	22-Nov

Complete Application Submitted By:

AD Posted in Paper & on Parcel(s) By:

Final Public Hearing & Vote Schedule

BOC Public Hearing Date:	10-Jan	14-Feb	14-Mar	11-Apr	9-May	13-Jun	11-Jul	8-Aug	12-Sep	10-Oct	14-Nov	12-Dec
BOC Voting Date:	24-Jan	28-Feb	28-Mar	25-Apr	23-May	27-Jun	25-Jul	22-Aug	26-Sep	24-Oct	14-Nov	12-Dec
Leesburg Public Hearing & Vote Date:	7-Feb	7-Mar	4-Apr	2-May	6-Jun	5-Jul	1-Aug	5-Sep	3-Oct	7-Nov	5-Dec	2-Jan
Smithville Public Hearing & Vote Date:	17-Jan	20-Feb	20-Mar	17-Apr	15-May	20-Jun	17-Jul	21-Aug	18-Sep	16-Oct	20-Nov	18-Dec

**LEE COUNTY
CURRENT BOARD VACANCIES**

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

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

Vacancies will be open until filled.

Current Volunteer Board Vacancies

None

Vacancies Expires Term

Upcoming Volunteer Board Vacancies

	Vacancies	Expires	Term
Elections & Registration Board	1	12/31/22	4 Year
Health Board	2	12/31/22	6 Year
Joint Development Authority of Baker, Dougherty, Lee, and Terrell Counties	1	12/31/22	1 Year
Regional Commission Council of Southwest Georgia	1	01/01/23	1 Year

***Elections & Registration* Board – Lee County**

District	Name & Address	Term	Appointing Authority
1 12/31/2014	Mike Sabot 489 Gosa Road Leesburg, GA 31763 Chairman	4 Year Term Expiring on 12/31/2024	Republican Party
2	Scott Beely 1504 Ga. Hwy 32, West Leesburg, GA 31763	4 Year Term Expiring on 12/31/2022	Republican Party
4	Angus Worthy 1261 Lovers Lane Road Leesburg, GA 31763	4 Year Term Expiring on 12/31/2022	Democratic Party
3	Helen Butler 222 Archie Drive Albany, GA 31707	4 Year Term Expiring on 12/31/2020	Democratic Party
	George Houston 384 Lumpkin Road East Leesburg, GA 31763	4 Year Term Expiring on 12/31/2022	County

Member must be a citizen of Lee County. Meetings are held on the second Tuesday of each month (12 meetings annually) at 9:00 a.m. in the Elections & Registration Office, 100 Starkville Ave. N, Suite C in Leesburg

Director of Elections: Veronica Johnson

Telephone: 759-6002

- Chair & Vice-Chair: paid \$150/mthly regardless of attendance
- Board Members: paid \$100/mthly regardless of attendance
 - Staggered four year terms



LEE COUNTY

Board of Commissioners

One of Georgia's original counties - Established in 1825

VOLUNTEER BOARD APPLICATION

Name: George Houston

Street Address: 384 Lumpkin Road East

City, State, ZIP Code: Leesburg, GA 31763

Phone Number: _____

E-Mail Address: _____

Board(s) Appointment Requested: Board of Elections & Registration

Summarize special skills and qualifications you have acquired from employment, previous volunteer work, government, or through other activities.

Currently serving on the Board of Elections & Registration for Lee County (Appointed July 1, 2021).
Education - Bachelor of Science in Social Science (Troy), AS in Business Admin Darton),
AA in Speech Comm. (Darton) & currently pursuing MS in Management (Troy)
Certified by Google in Data Analytics
Nearly twenty years of operational management experience in the food service industry
Presently employed in Human Resources as an HR Business Partner for Phoebe

Summarize your previous volunteer experience.

Member of LCMS West School Council (8 years)
Member of KPS School Council (2 years)
Volunteer with Lee County Warriors as Pop Warner Football Coach (3 years)
Volunteer with Lee County Rec Dept as a Youth Basketball Coach (2 years)
Served as a Leader with Boy Scouts of America (7 years)
Member of Phoebe's Diversity, Equity, & Inclusion Council
Charter Member of Lee County Exchange Club

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

Chairman
Billy Mathis
District 3

Vice-Chairman
John Wheaton
District 1

Commissioner
Luke Singletary
District 2

Commissioner
District 4

Commissioner
George Walls
District 5

County Manager
Christi Dockery

County Attorney
Jimmy Skipper

102 Starkville Avenue North
Leesburg, Georgia 31763

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

www.lee.ga.us

Health Board of Lee County

District	Name & Address	Term	Appointing Authority
3	Billy Mathis 412-A N. Westover Blvd Albany, GA 31707	Virtue of County Commission Office	Virtue of County Commission Office
1	Billy Breeden P.O. Box 890 Leesburg, GA 31763	Virtue of City Office	Virtue of City Office
2	Dr. Jason Miller P.O. Box 399 Leesburg, GA 31763	Virtue of County Board of Education Office	Virtue of County Board of Education Office
3	Ellen Phelps 129 Red Oak Ave Albany, Ga. 31721	6 Year Term Expiring on 12/31/2022	County
1	Jamie Swain 322 Leland Ferrell Drive Leesburg, GA 31763	6 Year Term Expiring on 12/31/2022	County
2	Patricia Tharp P.O. Box 104 Leesburg, GA 31763	6 Year Term Expiring on 12/31/2022	Leesburg
2	John E. Vance, M.D. P.O. Box 542 Leesburg, GA 31763	6 Year Term Expiring on 12/31/2023	County
<p align="center">Members must be Lee County Citizens. Meetings are held on a quarterly basis on the first Tuesday of March, June, September, & December at 12:00 p.m. at the Lee County Health Dept., 112 Park Street in Leesburg</p> <p align="center">Administrative Coordinator - Sharon Woods Email: sharon.woods@dph.ga.gov</p> <p align="center">or</p> <p align="center">Dana Hager, Director Telephone: 759-3014; FAX: 759-3017</p> <ul style="list-style-type: none"> • Staggered six year terms 			

Kaitlyn Good

Subject: FW: Health Department Board

From: Jamie Swain [<mailto:jdswhain17@gmail.com>]

Sent: Wednesday, November 16, 2022 3:19 PM

To: Payton Harris <payton.harris@lee.ga.us>

Subject: Re: Health Department Board

Hi Ms. Harris,

Thank you for reaching out to me. I am not sure if I was filling a vacancy midterm, but I started on the board in July 2020. At the last meeting, I agreed to serve as vice chair, so I would like to be reappointed if my term is expired. Please let me know if this correspondence suffices as written notification or if you need a formal letter.

Thank you,

Jamie Swain

LEE COUNTY

Board of Commissioners

One of Georgia's original counties - Established in 1825

VOLUNTEER BOARD APPLICATION

Name: Christina (Tina) Marbury

Street Address: 202 James Pond Road

City, State, ZIP Code: Leesburg GA 31763

Phone Number: _____

E-Mail Address: _____

Board(s) Appointment Requested: Health Department Board

Summarize special skills and qualifications you have acquired from employment, previous volunteer work, government or through other activities.

see attached.

Summarize your previous volunteer experience.

see attached.

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

Chairman
Billy Mathis
District 3

Vice-Chairman
John Wheaton
District 1

Commissioner
Luke Singletary
District 2

Commissioner
District 4

Commissioner
George Walls
District 5

County Manager
Christi Dockery

County Attorney
Jimmy Skipper

102 Starkville Avenue North
Leesburg, Georgia 31763

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

www.lee.ga.us

WORK EXPERIENCE:

Colony Bank – 5/2022 to current

- **Vice President, Senior Commercial Credit Underwriter**
 - Underwrites commercial loan requests \geq \$250M

AB&T - 2/2016 to 5/2022

- **Senior Vice President Administration - 1/2021 to current**
 - Financial report preparation
 - Financial data budgeting and forecasting
 - Interest rate risk management
 - Cash flow, liquidity, and capital stress testing
 - Bank Purchase card management
 - Manage and prepare IBM Cognos Analytics reports
 - Board of Director Administration
 - Human Resources Management
- **Vice President Accounting and Finance – 12/2018 to 1/2021**
- **Senior Credit Analyst – 2/2016 to 12/2018**

SYNOVUS FINANCIAL CORPORATION - 1/2010 to 2/2016

- **Field Credit Analyst, Sr. / Team Leader – 1/2010 to 2/2016**

REGIONS FINANCIAL CORPORATION - 4/1999 to 8/2008 (let go due to workforce reduction)

- **AVP, Commercial Real Estate Credit Specialist – 4/2006 to 8/2008**
- **AVP, Risk Analyst/Auditor/Manager III – 3/2004 to 4/2006**
- **AVP, Credit Administration Officer I – 3/2002 to 3/2004**
- **Financial Services Officer – 11/2000 to 3/2002**
- **Managing Credit Analyst - 2/2000 to 11/2000**
- **Clerical Specialist – 4/1999 to 2/2000**

EDUCATION:

BBA in Human Resource Management at Georgia Southwestern State University, Americus, Georgia
December 1998; GPA 3.79/4.0

HONORS:

- President's List/Dean's List
- National Collegiate Business Merit Award
- Alpha Chi National Honor Society
- American Heart Association Volunteer of the Year 2003-2004
- South Georgia's 40 under 40 2006
- Leadership Albany Class of 2008
- Albany Herald Woman of the Year – Administration - 2021

COMMUNITY INVOLVEMENT:

- **The Anchorage** – Albany, GA
- **The Salvation Army** - Albany, GA Advisory Board of Directors (2017-2021); Treasurer (2018-2021)
- **American Heart Association** - Dougherty County Board of Directors (2001-2008); Treasurer (2002-2003); Special Events Liaison (2003-2004); Secretary (2004-2005); Vice President/President Elect (2005-2006); President (2006-2007); various committees & activities.
- **First United Methodist Church, Albany, GA** –Finance Committee, Class of 2016 & Class of 2023; Board of Trustees, Class of 2019

SOFTWARE EXPERIENCE:

- Microsoft Word, Excel, PowerPoint, Outlook & Internet Explorer
- Adobe Standard
- Banktel
- IBM Cognos Analytics
- Plansmith RiskCompass
- Abrigo Sageworks Analyst


Joint Development Authority of Baker, Dougherty, Lee, and Terrell Counties

<u>District</u>	Name & Address	Term	Appointing Authority
	Tim Burch, BCBOC Rt. 1 Box 1785 Newton, GA 31770	1 Year Term Expiring on 12/31/2004	Baker County
	Virginia Screws P.O. Box 37 Newton, GA 31770	2 Year Term Expiring on 12/31/2005	Baker County
	Suzanna McIntosh Rt. 2 Box 70 Newton, GA 31770	3 Year Term Expiring on 12/31/2005	Baker County
	VACANT	2 Year Term Expiring on 12/31/2005	Dougherty County
	VACANT	3 Year Term Expiring on 12/31/2005	Dougherty County
2	David Brokamp 137 Creekrige Drive Leesburg, GA 31763	1 Year Term Expiring on 12/31/2022	Lee County
2	Greg Crowder, SEMC 791 Lovers Lane Road Leesburg, GA 31763	2 Year Term Expiring on 12/31/2023	Lee County
2	Lisa Davis Development Authority Director 106 Walnut Avenue North Leesburg, GA 31763	3 Year Term Expiring on 12/31/2024	Lee County
	VACANT	1 Year Term Expiring on 12/31/2004	Terrell County
	VACANT	2 Year Term Expiring on 12/31/2005	Terrell County
	VACANT	3 Year Term Expiring on 12/31/2005	Terrell County

Members must be Lee County residents.
Meetings are held quarterly at the Albany Chamber of Commerce.



Sumter Electric Membership Corporation

A Touchstone Energy® Cooperative 

October 25, 2022

Lee County Board of Commissioners
102 Walnut Ave. N.
Leesburg, GA 31763

Re: Joint Development Authority Board Reappointment

Dear Commissioners:

I would like to continue serving the citizens of Lee County by remaining on the Joint Development Authority of Lee, Dougherty, Terrell, and Baker Counties.

I am a Lee County resident and the Senior VP of Operations with Sumter EMC.

Thank you for your time and consideration.

Sincerely,

David Brokamp
Sumter EMC



LEE COUNTY

Board of Commissioners

One of Georgia's original counties ~ Established in 1825

VOLUNTEER BOARD APPLICATION

Name: John N. Hudgens Jr, P.E., CFM

Street Address: 262 W. Doublegate Dr.

State, ZIP Code: Georgia 31721

Phone Number:

E-Mail Address:

Board(s) Appointment Requested: Joint Development Authority

Summarize special skills and qualifications you have acquired from employment, previous volunteer work, government or through other activities.

Served in the US Army and Reserves 1966-1994 Retired as a Lt. Colonel. Started work for the City of Albany Engineering Department after getting off Active duty with the US Army Corps of Engineers following the flood of 1994. I was the Capital Development Superintendent for the City of Albany Engineering Department 2006-2020. I reviewed and approved all commercial site plans in the City of Albany.

Civilian Education- Georgia Tech -BS Building Construction.

Continuing Education- Associate Engineering Technology Degrees from Albany Tech (2009-2018)

Electromechanical Engineering, Civil Engineering (General), Civil Engineering (Surveying), Computer Engineering, Telecommunication Engineering, and Electronics Engineering.

Military Education- Basic Training, Combat Engineering AIT, Engineer OCS, US Army Flight School, Engineer Officers Advanced Course, Command and General Staff College, and US Air Force Air College

Active Licenses-

State of Georgia- Professional Engineer (P.E.)

Association of State Floodplain Managers- Certified Floodplain Manager (CFM)

Georgia Soil & Water Conservation Commission-

Level 1B Certified Inspector

Level II Certified Design Professional

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

Chairman
Billy Mathis
District 3

Vice-Chairman
John Wheaton
District 1

Commissioner
Luke Singletary
District 2

Commissioner
District 4

Commissioner
George Walls
District 5

County Manager
Christi Dockery

County Attorney
Jimmy Skipper

102 Starksville Avenue North
Leesburg, Georgia 31763

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

www.lee.ga.us



LEE COUNTY


Board of Commissioners

One of Georgia's original counties ~ Established in 1825

I have been (starting in 2011) and continue to serve as an Active member of the Albany Technical College Advisory Boards. The school has many Boards, each board is geared toward a particular curriculum.

2017 ATC had a STEM Grant for the 3 Albany Junior Highs. I assisted each week with that program.

In 2015 Albany Tech started a robotics program for the students that were dual enrolled (high school

students).  is the robotic program's parent organization. This program is now an international program with over 102 countries involved.

Robotics has taken off in Southwest Georgia. There are 3 levels of participation. Lego League is for grammar school, First Technical Challenge (FTC) is for middle school grades and First Robotics Competition (FRC) is for high school. All the Dougherty County Schools at all levels have been involved in robotics. Lee County has been involved with Lego League and FRC. Also, several of the other surrounding Counties come to 4C Academy's facility has the space and equipment for building FRC robots.

I have been a **First Robotic Inspector** at the annual regional meet every year since 2015. Starting last year, I also became a mentor with the 4C robot team 6919, and I am continuing as a mentor with 6919 this year.

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

Chairman
Billy Mathis
District 3

Vice-Chairman
John Wheaton
District 1

Commissioner
Luke Singletary
District 2

Commissioner
District 4

Commissioner
George Walls
District 5

County Manager
Christi Dockery

County Attorney
Jimmy Skipper

102 Starkville Avenue North
Leesburg, Georgia 31763

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

www.lee.ga.us

Planning Commission - Lee County, Leesburg, Smithville			
<u>District</u>	Name & Address	Term	Appointing Authority
5	Shirley Stiles	4 Year Term Expiring on 01/31/2025	County
4	VACANT	4 Year Term Expiring on 01/31/2023	County
2	Jason Sheffield 201 Pointer Drive Leesburg, GA 31763	4 Year Term Expiring on 01/31/2023	County
3	Mike McVey 1372 US Hwy 19 S Leesburg, GA 31763	4 Year Term Expiring on 01/31/2025	County
1	Jonathan (Clay) Griffith 607 Smithville Rd., N. Leesburg, GA 31763	4 Year Term Expiring on 01/31/2023	County
	Jim Quinn 117 Blue Spring Drive Leesburg, GA 31763	4 Year Term Expiring on 01/31/2025	City of Leesburg
	Ricky Waters	4 Year Term Expiring on 01/31/2025	City of Smithville
<p>Members must be Lee County citizens. Meetings are held on the first Thursday of each month (12 meetings annually) at 6:00 p.m. in the T. Page Tharp Building, Opal Cannon Auditorium, 102 Starksville Ave. N, Leesburg, GA 31763.</p> <ul style="list-style-type: none"> • Chair & Vice-Chair: paid \$150/mthly regardless of attendance • Board Members: paid \$100/mthly regardless of attendance <ul style="list-style-type: none"> • Staggered four year terms 			

Chris Guarnieri
226 Leland Ferrell Drive
Leesburg, Georgia 31763

Dear Planning Department and Planning Commissioners,

I, Chris Guarnieri, will resign effective today from the Lee County Planning Commission. As many of you know I sought the office vacated by our former Commissioner and will now take on the role of County Commissioner for the Century District. I have thoroughly enjoyed serving on the planning commission for the past 12 years and feel that we have made a positive influence on the growth and quality of life in Lee County. I seek to continue that now as one of your commissioners. I know that I leave this Commission and this Department in very capable hands and look forward to working with many of you in the near future. I will soon make an appointment with the Planning Commission to replace my vacant seat.

Sincerely,

Chris Guarnieri

Dear Lee County Board of Commissioners,

I am Kyle Luckie. I work for the Marine Corps Logistics Command (MCLC) where I have over 14 years of federal service. My position is the Weapon Systems Manager for a portfolio of combat weapons systems. I manage a team that controls all the different system's movements around the globe as well as manage the sustainment budget each fiscal year for each system. This entails great analysis and scheduling to accomplish. I provide briefs to General Officer level as well as the executive level of MCLC.

I have lived in the Century district of Lee County for almost 15 years now. I have seen this county grow over these years and hope to see continued prosperous growth to come. My values are strong in that the county has to provide adequate public service and bring value to its citizens while growing.

I would like to see the county grow commercially to provide its current citizens the amenities it desires while increasing sales tax revenue to allow the county to grow. This county is made up of some of the best people in south Ga. It has the ability to add upon that with the right residential growth and commercial resources to accommodate more people moving to this county and keep spending here in our community.

I hope my request to serve as the Century district planning commission representative finds you well.

Very respectfully,
Kyle Luckie

**A RESOLUTION OF THE LEE COUNTY BOARD OF
COMMISSIONERS, GEORGIA APPROVING AND AUTHORIZING,
AMONG OTHER THINGS, THE EXECUTION, DELIVERY AND
PERFORMANCE OF A THIRD AMENDMENT TO
INTERGOVERNMENTAL CONTRACT WITH THE LEE COUNTY
UTILITIES AUTHORITY**

WHEREAS, the Lee County Utilities Authority (the “Authority”) owns and operates a water and sewerage system (the “System”); and

WHEREAS, the Authority issued its Revenue Bonds, Series 2010 (the “Series 2010 Bonds”) pursuant to a resolution adopted by the Authority on April 29, 2010, as supplemented on June 10, 2010 (the “2010 Bond Resolution”); and

WHEREAS, the Series 2010 Bonds are no longer outstanding; and

WHEREAS, the Authority issued its Revenue Bonds, Series 2015A and 2015B (the “Series 2015 Bonds”) pursuant to the 2010 Bond Resolution as supplemented by a parity bond resolution adopted by the Authority on April 9, 2015 (the “2015 Bond Resolution”); and

WHEREAS, the Authority issued its Revenue Bond, Series 2018 (the “Series 2018 Bond” and together with the Series 2015 Bonds, the “Prior Bonds”) pursuant to the 2010 Bond Resolution as supplemented by a parity bond resolution adopted by the Authority on June 21, 2018 (the “2018 Bond Resolution” and together with the 2010 Bond Resolution and the 2015 Bond Resolution, the “Original Bond Resolution”)

WHEREAS, the Prior Bonds are secured by a first lien on the Net Revenues (as defined in the Original Bond Resolution) of the System; and

WHEREAS, the Original Bond Resolution allows for the issuance of Additional Bonds (as defined in the Original Bond Resolution) provided that certain conditions are satisfied; and

WHEREAS, pursuant to a parameters resolution adopted by the Authority on November 17, 2022 (a “Parameters Resolution”) and a parity bond resolution adopted by the Authority on December 13, 2022 (together with the Parameters Resolution, the “Bond Resolution”) the Authority has authorized the issuance of its Revenue Bond, Series 2022 (the “Series 2022 Bond”) in the principal amount of \$9,335,000; and

WHEREAS, the Series 2022 Bond will be secured by a first lien on the Net Revenues of the System, on a parity with the Prior Bonds; and

WHEREAS, the Authority and the County have previously entered into an Intergovernmental Contract, dated as of June 1, 2010, as amended by a First Amendment to Intergovernmental Contract, dated as of April 1, 2015 and a Second Amendment to Intergovernmental Contract, dated as of July 1, 2018, (the “Original Contract”), pursuant to

which the Authority has agreed to, among other things, (a) own and operate the System and (b) issue the Prior Bonds, and in the event that the Net Revenues are insufficient to pay debt service on the Prior Bonds, the County has agreed to, among other things, (a) pay to the Authority amounts sufficient to enable the Authority to pay the debt service on the Prior Bonds (the “Original Contract Payments”) and (b) to levy an ad valorem property tax on all property in the County subject to such tax in order to make such payments; and

WHEREAS, the Authority and the County propose to enter into a Third Amendment to the Contract, dated as of December 1, 2022 (together with the Original Contract, the “Contract”), pursuant to which the Authority will agree to, among other things, (a) own and operate the System and (b) issue the Series 2022 Bond, and in the event that Net Revenues are insufficient to pay debt service on the Series 2022 Bond, the County will agree to, among other things, (a) pay to the Authority amounts sufficient to enable the Authority to pay the debt service on the Series 2022 Bond (together with the Original Contract Payments, the “Contract Payments”) and (b) to levy an ad valorem property tax on all property in the County subject to such tax in order to make such Contract Payments; and

WHEREAS, all of the conditions contained in the Original Bond Resolution for the issuance of Additional Bonds will be satisfied prior to the issuance of the Series 2022 Bond; and

WHEREAS, the Authority and the County propose entering into a Placement Agent Engagement Agreement, dated December 29, 2022, (the “Bond Placement Agreement”) among the County, the Authority and Stifel, Nicolaus & Company, Incorporated, as placement agent, pursuant to which the Series 2022 Bond will be placed with the purchaser.

NOW, THEREFORE, BE IT RESOLVED by the Lee County Board of Commissioners, as follows:

Section 1. Authorization of Contract. The execution, delivery and performance of the Contract are hereby authorized. The Chairman and the Clerk are hereby authorized to execute and deliver the Contract on behalf of the County. The Contract shall be in substantially the form attached hereto as Exhibit A with such minor changes, insertions or omissions as may be approved by the Chairman and the Clerk of the County, and the execution of the Contract by the Chairman and the Clerk of the County, as hereby authorized, shall be conclusive evidence of any such approval. The Contract is by this reference thereto incorporated herein and spread upon the minutes.

Section 2. Authorization of Bond Placement Agreement. The execution, delivery and performance of the Bond Placement Agreement are hereby authorized. The Chairman and the Clerk are hereby authorized to execute and deliver the Bond Placement Agreement on behalf of the County. The Bond Placement Agreement shall be in substantially the form presented at this meeting, with such changes, insertions or omissions as may be approved by the person executing the same. The Bond Placement Agreement is by this reference thereto incorporated herein and spread upon the minutes.

Section 3. Receipt of Bond Resolution; Approval and Ratification of Terms of Series 2022 Bond. The Board of Commissioners of Lee County hereby acknowledges that it has received a copy of the Bond Resolution and hereby approves and ratifies the terms and provisions thereof.

Section 4. Alternate Signatory. In the event that the Chairman is unavailable to execute the documents herein authorized to be executed, the Vice Chairman is hereby authorized to execute all such documents on his behalf. In the event that the Clerk is unavailable to execute or attest to the documents herein authorized to be executed, the Assistant or Deputy Clerk is hereby authorized to execute all such documents on his/her behalf.

Section 5. General Authority. The officers, employees and agents of the County are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents and certificates as may be necessary or desirable in connection with the issuance of the Series 2022 Bond and the execution, delivery and performance of the Contract.

Section 6. Actions Approved and Confirmed. All acts and doings of the officers, agents and employees of the County which are in conformity with the purposes and intents of this resolution and in furtherance of the issuance of the Series 2022 Bond and the execution, delivery and performance of the Contract are hereby, ratified, approved and confirmed.

Section 7. No Personal Liability. No stipulation, obligation or agreement herein contained or contained in the Contract or any other agreement authorized by this Resolution shall be deemed to be a stipulation, obligation or agreement of any officer, employee or agent of the County in his or her individual capacity.

Section 8. Repealing Clause. All resolutions or parts thereof of the County in conflict with the provisions herein contained are, to the extent of such conflict, hereby superseded and repealed.

Section 9. Effective Date. This resolution shall take effect immediately upon its adoption.

Adopted and approved this 13th day of December, 2022.

LEE COUNTY, GEORGIA

(SEAL)

ATTEST:

By: _____
Chairman, Board of Commissioners

Clerk

CLERK'S CERTIFICATE

I, the undersigned Clerk of Lee County, Georgia (the "County"), DO HEREBY CERTIFY that the foregoing pages of typewritten matter constitute a true and correct copy of a resolution pertaining to, among other things, the approval and ratification of the issuance by the Lee County Utilities Authority of its Revenue Bond, Series 2022 and the authorization of a Third Amendment to Intergovernmental Contract between the County and the Lee County Utilities Authority, which resolution was adopted by a majority of the members of the Board of Commissioners of the County in a meeting duly called and assembled on December 13, 2022, which meeting was open to the public and at which a quorum was present and acting throughout, and that the original of said resolution and said documents have been recorded in the minute book of the County which is in my custody and control.

Witness my hand and seal of the County, this 13th day of December, 2022.

Clerk

(SEAL)

THIRD AMENDMENT TO INTERGOVERNMENTAL CONTRACT

between

LEE COUNTY UTILITIES AUTHORITY

and

LEE COUNTY

Dated as of December 1, 2022

TABLE OF CONTENTS

ARTICLE I DEFINITIONS2
 Section 1.1. Ratification.2
 Section 1.2. Additional Terms.2
ARTICLE II REPRESENTATIONS3
 Section 2.1. Ratification.3
 Section 2.2. Additional Terms.3
ARTICLE III ISSUANCE OF THE SERIES 2010 BONDS; PROCEEDS4
 Section 3.1. Ratification.4
 Section 3.2. Additional Terms.4
 Section 3.3. Application of Series 2022 Bond Proceeds.4
ARTICLE IV COMMENCEMENT AND COMPLETION OF THE PROJECTS5
 Section 4.1. Ratification.5
 Section 4.2. Additional Terms.5
ARTICLE V EFFECTIVE DATE OF THIS CONTRACT; DURATION OF
 CONTRACT TERM; PAYMENT PROVISIONS6
 Section 5.1. Ratification.6
 Section 5.2. Additional Terms.6
ARTICLE VI SPECIAL COVENANTS OF AUTHORITY AND COUNTY7
 Section 6.1. Ratification.7
 Section 6.2. Purchaser Covenants.7
ARTICLE VII EVENTS OF DEFAULT AND REMEDIES8
 Section 7.1. Ratification.8
ARTICLE VIII MISCELLANEOUS9
 Section 8.1. Ratification.9
 Section 8.2. Additional Terms.9

THIRD AMENDMENT TO INTERGOVERNMENTAL CONTRACT

THIS THIRD AMENDMENT TO INTERGOVERNMENTAL CONTRACT is entered into as of December 1, 2022 (this "Amendment"), between the LEE COUNTY UTILITIES AUTHORITY (the "Authority"), a public body corporate and politic of the State of Georgia and LEE COUNTY, GEORGIA (the "County"), a political subdivision of the State of Georgia.

WITNESSETH:

WHEREAS, the Authority and the County executed an Intergovernmental Contract, dated as of June 1, 2010, as amended by a First Amendment to Intergovernmental Contract, dated as of April 1, 2015, and a Second Amendment to Intergovernmental Contract, dated as of July 1, 2018 (the "Original Contract"), each between the Authority and the County; and

WHEREAS, the Authority and the County want to amend the Original Contract:

NOW THEREFORE, in consideration of the respective representations, agreements and contracts hereinafter contained, the Authority and the County agree as follows:

ARTICLE I
DEFINITIONS

Section 1.1. Ratification.

Except as provided in Section 1.2 below, all terms and provisions of Article I of the Original Contract are hereby ratified.

Section 1.2. Additional Terms.

The following words and terms as used in this Amendment shall have the following meanings unless the context or use indicates another or different meaning or intent and such definitions shall be equally applicable to both the singular and plural forms of the words and terms herein defined.

“Purchaser of the Series 2022 Bond” shall mean Zions Bancorporation, N.A.

“Series 2022 Parity Bond Resolution” shall mean the Parameters Resolution adopted by the Authority on November 17, 2022, and a Parity Bond Resolution adopted by the Authority on December 13, 2022 authorizing the issuance of the Series 2022 Bond.

ARTICLE II
REPRESENTATIONS

Section 2.1. Ratification.

Except as provided in Section 2.2 below, all terms and provisions of Article II of the Original Contract are hereby ratified.

Section 2.2. Additional Terms.

All references in Article II of the Original Contract to the Series 2010 Bonds shall include the Series 2022 Bond.

ARTICLE III

ISSUANCE OF THE SERIES 2010 BONDS; PROCEEDS

Section 3.1. Ratification.

Except as provided in Section 3.2 below, all terms and provisions of Article III are hereby ratified.

Section 3.2. Additional Terms.

All references in Article III of the Original Contract to the Series 2010 Bonds shall include the Series 2022 Bond.

Section 3.3. Application of Series 2022 Bond Proceeds.

The proceeds from the sale of the Series 2022 Bond shall be applied as provided in Article IV, Section 2 of the Series 2022 Parity Bond Resolution, and the County hereby approves the issuance of the Series 2022 Bond on the terms provided in the Series 2022 Parity Bond Resolution.

ARTICLE IV

COMMENCEMENT AND COMPLETION OF THE PROJECTS

Section 4.1. Ratification.

Except as provided in Section 4.2 below, all terms and provisions of Article IV of the Original Contract are hereby ratified.

Section 4.2. Additional Terms.

All references in Article IV of the Original Contract to the Series 2010 Bonds shall include the Series 2022 Bond.

ARTICLE V

EFFECTIVE DATE OF THIS CONTRACT; DURATION OF CONTRACT TERM; PAYMENT PROVISIONS

Section 5.1. Ratification.

Except as provided in Section 5.2 below, all terms and provisions of Article V of the Original Contract are hereby ratified.

Section 5.2. Additional Terms.

All references in Article V of the Original Contract to the Series 2010 Bonds shall include the Series 2022 Bond.

ARTICLE VI

SPECIAL COVENANTS OF AUTHORITY AND COUNTY

Section 6.1. Ratification.

Except as provided below, all terms and provisions of Article VI of the Original Contract are hereby ratified.

Section 6.2. Purchaser Covenants.

The Authority shall provide the Purchaser of the Series 2022 Bond unaudited financial statements prepared in accordance with generally accepted accounting principles within 270 days of the close of the fiscal year end.

The County shall provide the Purchaser of the Series 2022 Bond audited financial statements prepared in accordance with generally accepted accounting principles within 270 days of the close of the fiscal year end. The County shall be deemed to satisfy its obligations hereunder if the financial statements are filed on the Municipal Securities Rulemaking Board's "EMMA" website or the County's website within such 270-day period.

ARTICLE VII EVENTS OF DEFAULT AND REMEDIES

Section 7.1. Ratification.

All terms and provisions of Article VII of the Original Contract are hereby ratified.

ARTICLE VIII
MISCELLANEOUS

Section 8.1. Ratification.

Except as provided in Section 8.2 below, all terms and provisions of Article VIII of the Original Contract are hereby ratified.

Section 8.2. Additional Terms.

Without limiting any other provision contained herein, the parties acknowledge and agree that the Contract Payments shall include amounts owing on the Series 2022 Bond.

IN WITNESS WHEREOF, the Authority and the County have caused this Amendment to be executed in their respective corporate names and their respective corporate seals to be hereunto affixed and attested by their duly authorized officers, all as of the date first above written.

LEE COUNTY UTILITIES AUTHORITY

(SEAL)

By: _____
Chairman

Attest:

Secretary

LEE COUNTY, GEORGIA

(SEAL)

By: _____
Chairman

Attest:

Clerk

PLACEMENT AGENT ENGAGEMENT AGREEMENT

(for Placements of Municipal Securities)

December 29, 2022

Lee County Utilities Authority
905 US-19
Leesburg, GA 31763
Attn: Chairman

Lee County Board of Commissioners
102 Starksville Ave. North
Leesburg, GA 31763
Attn: Chairman

Re: \$9,335,000 Lee County Utilities Authority Revenue Bond, Series 2022 (the “Bond”)

The Lee County Utilities Authority (the “Authority”) proposes to issue, offer, and place in a private placement the Bond. The Bond is being issued for the purpose of (a) financing all or a portion of the costs of renovating and expanding the System (the “Project”) and (b) paying the costs of issuing the Bond. The Bond will be issued pursuant to a parameters resolution adopted by the Authority on November 17, 2022 (the “Parameters Resolution”) and a bond resolution adopted by the Authority on April 29, 2010, as supplemented on June 10, 2010, April 9, 2015, June 21, 2018 and December 13, 2022 (the “Original Resolution”, and together with the Parameters Resolution, the “Resolution”). Capitalized terms used but not defined herein shall have the meanings assigned to them in the Resolution.

This Placement Agent Engagement Agreement (this “Agreement”) confirms the agreement among the Authority, Lee County, Georgia (the “County”) and Stifel, Nicolaus & Company, Incorporated (the “Placement Agent”) as follows:

1. **Engagement.** The Authority and the County hereby engage the Placement Agent as their exclusive agent to assist the Authority in placing the Bond on a best efforts basis (the “Placement”) with a single purchaser (the “Purchaser”) that is a “qualified institutional buyer” as defined in Rule 144A under the Securities Act of 1933 (the “Securities Act”) or an “accredited investor,” as defined in Rule 501(a)(1),(2),(3), or (7) under the Securities Act, as represented by the Purchaser in an executed Investor Letter in substantially the form attached as Exhibit C. The issuance and delivery of the Bond by the Authority and purchase by the Purchaser will occur on the day of closing (“Closing Date”). The Authority and the County acknowledge and agree that the Placement Agent’s engagement hereunder is not an agreement by the Placement Agent or any of its affiliates to underwrite or purchase the Bond or otherwise provide any financing to the Authority or the County. The Placement Agent hereby accepts this engagement upon the terms and conditions set forth in this Agreement.

2. **Fees and Expenses.** For its services under this Agreement, the County agrees to pay the Placement Agent a placement fee of \$93,350, payable on the Closing Date of the Bond.

3. **Disclosure and Due Diligence.**

- (a) The Authority and the County have provided the Placement Agent with certain documents and information requested by the Placement Agent (the "Information Package" and together with the drafts of the Resolution, the Contract and other legal documents to be used in connection with the Placement, the "Placement Materials"). The Authority and the County acknowledge and agree that each is solely responsible for the completeness, truth, and accuracy of the information regarding the Authority and the County in the Placement Materials and that the Placement Agent and the Purchaser may rely upon, as complete, true, and accurate, the Placement Materials and all information provided by the Authority and the County to the Placement Agent for use in connection with the Placement and that the Placement Agent does not assume any responsibility therefor.
- (h) The Authority and the County will make available to the Purchaser and the Placement Agent such documents and other information which the Purchaser or the Placement Agent reasonably deems appropriate, provide access to its officers, directors, employees, accountants, counsel and other representatives, and provide the Purchaser and the Placement Agent the opportunity to ask questions and receive answers from knowledgeable individuals, including Bond Counsel and counsel to the Authority and the County, concerning the Authority, the County, the Bond, and the security therefor; it being understood that the Purchaser and the Placement Agent will rely solely upon such information supplied by the Authority and the County and its representatives without assuming any responsibility for independent investigation or verification thereof.
- (c) In the event that the Placement Agent is unable to complete "due diligence" in order to form a reasonable basis for recommending the Bond to the Purchaser either (1) because of the Authority's or the County's failure to comply with paragraph (a) or (b) of this Section or (2) because the Placement Agent uncovers "red flags" about the Authority or the County that cause the Placement Agent to be unsatisfied that the Placement Agent can in good faith recommend the Bond to the Purchaser, the Placement Agent may terminate this Agreement without further obligation on the part of the Placement Agent to proceed with the Placement or further payment obligation on the part of the County or Authority.

4. **Representations, Warranties, and Agreements of the Authority.** As of the date of this Agreement, unless otherwise stated, the Authority represents, warrants, and agrees with the Placement Agent that:
- (a) The Authority is a public body duly organized and validly existing under the laws of the State of Georgia (the "State") with the power to (1) adopt the Resolution and perform its obligations thereunder, (2) issue the Bond, (3) execute, deliver and perform its obligations under the Contract, this Agreement and all other financing or operative documents to which the Authority is a party relating to the Bond (the "Authority Financing Documents") and (4) consummate all the transactions contemplated by it under the Resolution, the Bond and the Authority Financing Documents.
 - (b) The Authority will not knowingly cause or permit any action to be taken in the Placement of the Bond in violation of the requirements for exemption from registration or qualification of the Bond under all federal and applicable state securities laws and regulations.
 - (c) The Authority has duly adopted the Resolution and has duly authorized the (1) issuance of the Bond, (2) execution delivery and performance of its obligations under the Authority Financing Documents and (3) consummation of all the transactions contemplated by it under the Resolution, the Bond and the Authority Financing Documents.
 - (d) On the Closing Date, the Bond and the Authority Financing Documents will have been duly authorized, executed, and delivered by the Authority, and, assuming due authorization, execution and delivery by the other parties thereto, as applicable, constitute legal, valid and binding agreements of the Authority enforceable in accordance with their respective terms, except as the enforcement thereof may be limited by bankruptcy, insolvency, moratorium, reorganization, fraudulent conveyance or other laws affecting the enforcement of creditors' rights generally and by the application of equitable principles if sought and by the limitations on legal remedies imposed on actions against the Authority in the State.
 - (e) The Authority is not, and on the Closing Date will not be, in breach of or default under any applicable law or administrative regulation of the State or any department, division, agency or instrumentality thereof, or of the United States, or any applicable judgment or decree or any loan agreement, note, resolution, certificate, agreement or other instrument to which the Authority is a party or is otherwise subject, which breach or default would materially and adversely affect the Authority or its ability to perform its duties and obligations under the Authority Financing Documents, and the execution and delivery of the Authority Financing Documents, the adoption of the Resolution and the issuance of the Bond and compliance with the provisions of each will not conflict with or constitute a breach of or default under any applicable law or administrative regulation of the State or under any

certificate, agreement or other instrument to which the Authority is a party or is otherwise subject, which breach or default would materially and adversely affect the Authority or its ability to perform its duties under the Authority Financing Documents and the Bond.

- (f) No action, suit, proceeding or investigation at law or in equity before or by any court, governmental agency, public board or body is, and on the Closing Date will not be, pending or, to the knowledge of the Authority, threatened: (1) in any way affecting the existence of the Authority or the titles of the members of the Authority to their respective offices, (2) seeking to prohibit, restrain or enjoin the issuance, placement or delivery of the Bond or the use of the proceeds thereof by or for the benefit of the County, or collection or payment by the Authority of any amounts pledged or to be pledged as security to pay the principal of and interest on the Bond, (3) in any way contesting or affecting the validity or enforceability of, or the power or authority of the Authority to issue, adopt or to enter into (as applicable), the Bond, the Resolution or the Authority Financing Documents, (4) contesting in any way the completeness, truth, or accuracy of the Placement Materials, (5) except as disclosed in the Placement Materials, wherein an unfavorable decision, ruling or finding would materially adversely affect the financial position or condition of the Authority or would result in any material adverse change in the ability of the Authority to pledge or apply the security or source of payment of, or to pay debt service on the Bond, or (6) contesting the status of the interest on the Bond as exempt from any applicable state tax as described in the Placement Materials.
- (g) No consent, approval, authorization or order of any court or governmental body is required for the consummation by the Authority of the transactions contemplated by this Agreement and the other Authority Financing Documents.
- (h) Regarding information provided by the Authority to the Placement Agent:
 - (1) The Authority will furnish the Placement Agent and the Purchaser with certain Placement Materials. The Authority represents and warrants that all information made available to the Placement Agent by the Authority contained in the Placement Materials, when provided will be, and will at all times thereafter during the period of the engagement of the Placement Agent hereunder, complete, true, and accurate in all material respects and will not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein not misleading in light of the circumstances under which such statements are made;
 - (2) except as otherwise indicated to the contrary in the Authority's financial statements, all historical financial statements of the Authority provided to the Placement Agent and the Purchaser will

be prepared in accordance with generally accepted accounting principles and practices then in effect in the United States and will fairly present the financial condition and operations of the entities covered thereby in all material respects; and

- (3) any forecasted financial or market information with respect to the Authority or its market provided to the Placement Agent and the Purchaser by the Authority has been or will be prepared in good faith with a reasonable basis for the assumptions and the conclusions reached therein.
- (i) On the Closing Date, the Authority will deliver or cause to be delivered to the Placement Agent:
 - (1) The opinion of Bond Counsel, dated the Closing Date, addressed to the Placement Agent, relating to:
 - (i) the validity of the Bond;
 - (ii) exemption from registration and qualification under federal securities law; and
 - (iii) the validity of the Authority Financing Documents.
 - (2) The opinion of Counsel to the Authority, dated the Closing Date, addressed to the Placement Agent, to the effect that no litigation before any court naming the Authority as a party is pending or, to his/her knowledge, threatened in any way affecting the existence of the Authority or the titles of its officers to their respective offices, or seeking to restrain or to enjoin the issuance, sale or delivery of the Bond, or the use of the proceeds thereof by or for the benefit of the County or collection or application of revenues and assets of the Authority pledged or to be pledged to pay the Bond, or the pledge thereof, or in any way contesting or affecting the validity or enforceability of the Bond or the Authority Financing Documents, or in any way contesting the powers of the Authority or its authority with respect to the Bond or the Authority Financing Documents;
 - (3) a certificate of the Authority, dated the Closing Date, in the form attached to this Agreement as **Exhibit A**, stating:
 - (i) the representations and warranties of the Authority contained in this Agreement are true and correct as if made on the Closing Date; and
 - (ii) the Authority has complied with and fully satisfied all of its agreements with and obligations to the Placement Agent under this Agreement;

- (iii) that all information made available to the Placement Agent by the Authority contained in the Placement Materials, when provided is, and will be at all times thereafter during the period of the engagement of the Placement Agent hereunder, complete, true, and accurate in all material respects and will not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein not misleading in light of the circumstances under which such statements are made.
 - (4) A Investor Letter substantially in the form attached to this Agreement as **Exhibit C**, executed by the Purchaser and addressed to the Authority, the County and the Placement Agent; and
 - (5) Such additional legal opinions, certificates, proceedings, instruments and other documents as the Placement Agent or its counsel, if any, and Bond Counsel may reasonably request to evidence compliance by the Authority with legal requirements, the truth and accuracy, as of the Closing Date, of the representations of the Authority, and the due performance or satisfaction by the Authority at or prior to such time of all agreements then to be performed and all conditions then to be satisfied by the Authority.
- 5. **Representations, Warranties, and Covenants of the County**, As of the date of this Agreement, unless otherwise stated, the County represents, warrants, and agrees with the Placement Agent that:
 - (a) The County is a political subdivision duly organized and validly existing under the laws of the State with the power to (1) execute, deliver and perform its obligations under the Contract, this Agreement and all other financing or operative documents to which the County is a party relating to the Bond (the "County Financing Documents") and (2) consummate all of the transactions contemplated by it under the County Financing Documents.
 - (b) The County has duly authorized the (1) execution delivery and performance of its obligations under the County Financing Documents and (2) consummation of all the transactions contemplated by it under the County Financing Documents.
 - (c) On the Closing Date, the County Financing Documents will constitute the valid, legal and binding obligations of the County (assuming due authorization, execution and delivery by the respective other parties thereto, where necessary), enforceable in accordance with their respective terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws of general applicability affecting the enforcement of creditors' rights and to general principles of

equity, regardless of whether such enforceability is considered in equity or in law.

- (d) The County is not, and on the Closing Date will not be, in breach of, or default under any applicable law of the State or of the United States, or any order, rule, or regulation of any court or governmental agency or body having jurisdiction over the County or any of its activities, properties or assets, or any indenture, mortgage, deed of trust, resolution, note agreement (including, without limitation, the County Financing Documents) or the other agreement or instrument to which the County is a party or by which the County or any of its property or assets is bound, which breach of or default would have a material adverse effect upon the transactions contemplated by this Agreement, and no event has occurred and is continuing which with the passage of time or the giving of notice, or both, would constitute such a default or event of default under any such instruments; and the execution and delivery of the County Financing Documents, the performance by the County of its obligations thereunder, the consummation by the County of the transactions contemplated thereby and compliance with the provisions on the County's part contained therein, do not and will not conflict with or constitute on the part of the County a violation or breach of or default under any law of the State or of any state in which the County is authorized to do business or of the United States, or any order, rule or regulation of any court or governmental agency or body having jurisdiction over the County or any of its activities, properties or assets, or any indenture, mortgage, deed of trust, resolution, note agreement (including, without limitation, the County Financing Documents) or other agreement or instrument to which the County is a party or by which the County or any of its property or assets are bound which violation, breach or default would have a material adverse effect upon the transactions contemplated by this Agreement, nor will any such execution, delivery or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the property or assets of the County or under the terms of any such law, regulation, or instrument, except as provided by the County Financing Documents.
- (e) As of the date hereof, there is no action, suit, proceeding, inquiry or investigation of which the County has been notified, at law or in equity, before or by any judicial or administrative court or governmental agency or body, state, federal or other, pending or, to the best knowledge of the County, threatened against the County, affecting the existence of the County or the titles of its officers executing this Agreement to their respective offices, or contesting or affecting as to the County the validity or enforceability of any of the County Financing Documents or the execution and delivery or adoption by the County of any of the County Financing Documents, or in any way contesting or challenging the powers of the County or its authority with respect to the County Financing Documents or

the consummation of the transactions contemplated hereby or thereby; nor, to the best knowledge of the County, is there any basis for any such action, suit, proceeding, inquiry or investigation, wherein an unfavorable decision, ruling or finding would materially adversely affect the financial condition or operations of the County or the validity of the authorization, execution, delivery or performance by the County of any of the County Financing Documents.

- (f) No consent, approval, authorization or order of any court or governmental body is required for the consummation by the County of the transactions contemplated by this Agreement and the other County Financing Documents.
- (g) Any certificate signed by the County and delivered to the Placement Agent and the Authority shall be deemed a representation and warranty by the County to the Placement Agent and the Authority as to the statements made therein.
- (h) Regarding information provided by the County to the Placement Agent:
 - (1) The County will furnish the Placement Agent and the Purchaser with the Placement Materials. The County represents and warrants that all information made available to the Placement Agent by the County contained in the Placement Materials, when provided will be, and will at all times thereafter during the period of the engagement of the Placement Agent hereunder, complete, true, and accurate in all material respects and will not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein not misleading in light of the circumstances under which such statements are made;
 - (2) except as otherwise indicated to the contrary in the County's financial statements, all historical financial statements of the County provided to the Placement Agent and the Purchaser will be prepared in accordance with generally accepted accounting principles and practices then in effect in the United States and will fairly present the financial condition and operations of the entities covered thereby in all material respects; and
 - (3) any forecasted financial or market information with respect to the County or its market provided to the Placement Agent and the Purchaser by the County has been or will be prepared in good faith with a reasonable basis for the assumptions and the conclusions reached therein.
- (i) On the Closing Date, the County will deliver or cause to be delivered to the Placement Agent:

(1) The opinion of Counsel to the County, dated the Closing Date, addressed to the Placement Agent relating to:

(i) the validity of the County Financing Documents; and

(ii) the fact that no litigation before any court naming the County as a party is pending or, to his/her knowledge, threatened in any way affecting the existence of the County or the titles of its officers to their respective offices, or seeking to restrain or to enjoin the collection or application of revenues and assets of the County pledged or to be pledged to pay the Bond, or in any way contesting or affecting the validity or enforceability of the County Financing Documents, or in any way contesting the powers of the County or its authority with respect to the County Financing Documents;

(2) a certificate of the County, dated the Closing Date, in the form attached to this Agreement as **Exhibit B**, stating:

(i) the representations and warranties of the County contained in this Agreement are true and correct as if made on the Closing Date;

(ii) the County has complied with and fully satisfied all of its agreements with and obligations to the Placement Agent under this Agreement; and

(iii) that all information made available to the Placement Agent by the County contained in the Placement Materials, when provided is, and will be at all times thereafter during the period of the engagement of the Placement Agent hereunder, complete, true, and accurate in all material respects and will not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein not misleading in light of the circumstances under which such statements are made.

6. **Termination.** This Agreement may be terminated by any party upon ten (10) business days' prior written notice; provided that the provisions of the second sentence of Paragraph 2 and obligations thereunder shall not be affected by such termination.

7. **Regulatory Disclosure.** The Authority and the County each acknowledge, in connection with the Placement of the Bond and the discussions and negotiations relating to the terms of the Bond pursuant to and as set forth in this Agreement, that:

(a) the Placement Agent has acted at arm's length, is acting solely for its own account and is not agent of or advisor to (including, without limitation, a

Municipal Advisor (as such term is defined in Section 975(c) of the Dodd-Frank Wall Street Reform and Consumer Protection Act)), and owes no fiduciary duty to the Authority or any other person,

- (b) the Placement Agent's duties and obligations to the Authority and/or the County shall be limited to those contractual duties and obligations set forth in this Agreement,
- (c) the Placement Agent may have interests that differ from those of the Authority and/or the County, and
- (d) the Authority and the County each has consulted its legal and financial advisors to the extent it deemed appropriate in connection with the Placement of the Bond. The Authority and the County each further acknowledges and agrees that it is responsible for making its judgment with respect to the offering and sale of the Bond and the process leading thereto. The Authority and the County each agrees that it will not claim that the Placement Agent acted as a Municipal Advisor to it or rendered advisory services of any nature or respect, or owes a fiduciary or similar duty to it, in connection with the offering or sale of the Bond or the process leading thereto.

8. **Survival of Certain Representations and Obligations.** The respective agreements, covenants, representations, warranties and other statements of the Authority and the County and their respective officers set forth in or made pursuant to this Agreement shall survive delivery of and payment for the Bond and shall remain in full force and effect, regardless of any investigation, or statements as to the results thereof, made by or on behalf of the Placement Agent.

9. **Notices.** Any notice or other communication to be given to the Authority or the County under this Agreement may be given by delivering the same in writing to the Authority or the County at its address set forth above. Any notice or other communication to be given to the Placement Agent under this Agreement may be given by delivering the same in writing to Stifel, Nicolaus & Company, Incorporated, 3630 Peachtree Road, N.E., Suite 400, Atlanta, Georgia 30326, Attention: Trey Monroe.

10. **No Boycott.** By entering into this Agreement, the Placement Agent certifies that it and its parent company, wholly or majority-owned subsidiaries, and other affiliates, are not currently engaged in, or for the duration of this Agreement will not engage in, a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel. The Placement Agent understands that “boycott” includes, but is not limited to, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations, but does not include an action made for ordinary business purposes.
11. **No Assignment.** This Agreement has been made by the Authority, the County and the Placement Agent, and no person, other than the foregoing and any indemnitee pursuant to Paragraph 10 above, shall acquire or have any right under or by virtue of this Agreement.
12. **Applicable Law.** This Agreement shall be interpreted, governed and enforced in accordance with the laws of the State.
13. **Effectiveness.** This Agreement shall become effective upon its execution by duly authorized officials of all parties hereto and shall be valid and enforceable from and after the time of such execution.
14. **Severability.** In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
15. **Counterparts.** This Agreement may be executed in several counterparts (including counterparts exchanged by email in PDF format), each of which shall be an original and all of which shall constitute but one and the same instrument.
16. **Sovereign Immunity; Liability.** Nothing contained in this Agreement shall be construed to be a waiver of the County or the Authority’s sovereign immunity or any individual’s qualified, good faith or official immunities. Nothing herein shall be construed as creating any individual or personal liability on the part of any of the County or Authority’s elected or appointed officials, officers, boards, commissions, employees, representatives, consultants, servants, agents, attorneys or volunteers.

Respectfully submitted,

STIFEL, NICOLAUS & COMPANY, INCORPORATED

Lewis L. Monroe III
Managing Director

ACCEPTED this 29th day of December, 2022.

LEE COUNTY UTILITIES AUTHORITY

By _____
Chairman

ACCEPTED this 29th day of December, 2022.

LEE COUNTY, GEORGIA

By _____
Chairman

EXHIBIT A

FORM OF AUTHORITY CLOSING CERTIFICATE

Pursuant to the Placement Agent Engagement Agreement, dated December 29, 2022 (the "Placement Agreement"), among the Lee County Utilities Authority (the "Authority"), Lee County, Georgia and Stifel, Nicolaus & Company, Incorporated, as Chairman of the Authority duly authorized to execute this certificate on behalf of the Authority, I hereby certify:

- (1) the representations and warranties of the Authority contained in the Placement Agreement are true and correct as if made on the date hereof; and.
- (2) the Authority has complied with and fully satisfied all of its agreements with and obligations to the Placement Agent under the Placement Agreement.
- (3) all information made available to the Placement Agent by the Authority or contained in the Placement Materials, when provided is, and will be at all times thereafter during the period of the engagement of the Placement Agent hereunder, complete, true, and accurate in all material respects and will not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein not misleading in light of the circumstances under which such statements are made.

LEE COUNTY UTILITIES AUTHORITY

By: _____

Chairman

December 29, 2022

EXHIBIT B

FORM OF COUNTY CLOSING CERTIFICATE

Pursuant to the Placement Agent Engagement Agreement, dated December 29, 2022 (the "Placement Agreement"), among the Lee County Utilities Authority, Lee County, Georgia (the "County") and Stifel, Nicolaus & Company, Incorporated, as Chairman of the Lee County Board of Commissioners, the body charged with managing the affairs of the County, duly authorized to execute this certificate on behalf of the County, I hereby certify:

- (1) the representations and warranties of the County contained in the Placement Agreement are true and correct as if made on the date hereof;
- (2) the County has complied with and fully satisfied all of its agreements with and obligations to the Placement Agent under the Placement Agreement; and
- (3) that all information made available to the Placement Agent by the County or contained in the Placement Materials is complete, true, and accurate and such information does not contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

LEE COUNTY, GEORGIA

By: _____
Chairman

December 29, 2022

EXHIBIT C

FORM OF INVESTOR LETTER

Lee County Utilities Authority
Leesburg, Georgia

Stifel, Nicolaus & Company, Incorporated
Atlanta, Georgia

Murray Barnes Finister LLP
Atlanta, Georgia

Lee County Board of Commissioners
Leesburg, Georgia

Re: Lee County Utilities Authority Revenue Bond, Series 2022

Ladies and Gentlemen:

The undersigned (the “Purchaser”) hereby acknowledges that it is purchasing the above-captioned revenue bond (the “Bond”) issued pursuant to a parameters resolution adopted by the Lee County Utilities Authority (the “Authority”), on November 17, 2022 (a “Parameters Resolution”) and a bond resolution adopted by the Authority on April 29, 2010, as supplemented on June 10, 2010, April 9, 2015, June 21, 2018 and December 13, 2022 (the “Original Resolution”, and together with the Parameters Resolution, the “Resolution”). Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Resolution and the Placement Agreement (hereinafter defined).

This letter is being provided pursuant to a Placement Agent Engagement Agreement, dated December 29, 2022 (the “Placement Agreement”), among the Authority, Lee County, Georgia (the “County”) and Stifel, Nicolaus & Company, Incorporated (the “Placement Agent”).

The Purchaser acknowledges that the proceeds of the Bond will be used for the purpose of (a) financing all or a portion of the costs of renovating and expanding the System (the “Project”) and (b) paying the costs of issuing the Bond.

The Bond together with interest thereon shall be payable from Net Revenues of the System and the Contract Payments.

In connection with the sale of the Bond to the Purchaser, the Purchaser hereby makes the following representations upon which you may rely:

1. The Purchaser has the authority and is duly authorized to purchase the Bond and to execute this letter and any other instruments and documents required to be executed by the Purchaser in connection with its purchase of the Bond. The Purchaser (a) is a bank, any entity directly or indirectly controlled by the bank or under common control with the bank, other than a broker, dealer or municipal securities dealer registered under the Securities Exchange Act of 1934, or a consortium of such entities; and (b) has the present intent to hold the Bond to maturity or earlier redemption or mandatory tender.

2. The Purchaser is (a) a “qualified institutional buyer” as that term is defined in Rule 144A under the Securities Act of 1933, as amended (the “Securities Act”), or (b) an “accredited investor” as that term is defined in Rule 501(a)(1),(2),(3), (7) or (8) under the Securities Act.
3. The Purchaser is not purchasing the Bond for more than one account or with a view to distributing the Bond.
4. The Purchaser understands that the Bond is not, and is not intended to be, registered under the Securities Act and that such registration is not legally required as of the date hereof, and further understands that the Bond (a) is not being registered or otherwise qualified for sale under the “Blue Sky” laws and regulations of any state, (b) will not be listed in any stock or other securities exchange, (c) will not carry a rating from any rating agency, and (d) will be delivered in a form that may not be readily marketable.
5. The Purchaser acknowledges that it has either been supplied with or been given access to information that it has requested from the Authority and the County, and the Purchaser has had the opportunity to ask questions and receive answers from knowledgeable individuals, including its own counsel, concerning the Authority, the County, and the Bond and the security therefor so that, as a reasonable lender, the Purchaser has been able to make a decision to purchase the Bond. The Purchaser has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of its prospective purchase of the Bond.
6. The Purchaser acknowledges that the obligations of the Authority under the Resolution are limited obligations payable from Net Revenues of the System and the Contract Payments.
7. The Purchaser has made its own inquiry and analysis with respect to the Bond and the security therefor, and other material factors affecting the security and payment of the Bond. The Purchaser is aware that there are certain economic and regulatory variables and risks that could adversely affect the security for the Bond. The Purchaser has reviewed the documents executed in conjunction with the issuance of the Bond, or summaries thereof, including, without limitation, the Resolution.
8. The Purchaser acknowledges and agrees that the Placement Agent and the Authority take no responsibility for, and make no representation to the Purchaser, or any subsequent purchaser, with regard to, a sale, transfer or other disposition of the Bond in violation of the provisions of the Resolution, or any securities law or income tax law consequences thereof. The Purchaser also acknowledges that, with respect to the Authority’s obligations and liabilities, the Purchaser is solely responsible for compliance with the sales restrictions on the Bond in connection with any subsequent transfer of the Bond made by the Purchaser.

9. The Purchaser agrees that it is bound by and will abide by the provisions of the Resolution relating to transfer, the restrictions noted on the face of the Bond and this Investor Letter. The Purchaser also covenants to comply with all applicable federal and state securities laws, rules and regulations in connection with any resale or transfer of the Bond by the Purchaser.
10. The Purchaser acknowledges that the sale of the Bond to the Purchaser is made in reliance upon the certifications, representations, and warranties made to the addressees hereto.
11. The interpretation of the provisions hereof shall be governed and construed in accordance with the laws of the State of Georgia law without regard to principles of conflicts of laws.
12. All representations of the Purchaser contained in this letter shall survive the execution and delivery of the Bond to the Purchaser as representations of fact existing as of the date of execution and delivery of this Investor Letter.

December 29, 2022

Very truly yours,

[PURCHASER]

By: _____

Name:

Title:



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 approved 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
 - Awaiting documents to be returned from the contractor
 - November 30, 2022: Pre Construction Meeting held with the contractor, engineers, and representatives of DCA, the County, and the Utilities Authority
 - MHIP owners have signed the easement documents. Construction should begin in the next few weeks.

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 2023
 - DNR hired EMC Engineering to survey property for canoe/kayak ramp
 - DNR staff notified us that the DNR Commissioner has signed the Boat Ramp agreement for the Lee County construction project
 - Engineering design will begin in January 2023
- 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: ¼ mile walking trail that runs along a 46 foot high ridgeline above the Kinchafoone 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:** Arr 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 III
- Finish Line Storage 2
- Ledo Self Storage 2
- Live Oak 3
- Oaklee Investment, LLC
- Quail Chase 7
- Woodgrain Millwork

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.

Gymnasium Renovation

- 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
- Fourteen (14) large window units delivered on November 4, 2022
- Three (3) entrance door systems, glass for doors, wood door frames, and wood trim pieces have been installed.
- Completion of the two bathroom renovations in the front lobby
- Ongoing work on the ADA Handicap Chairlift

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
- September 26, 2022: Resolution Approving the Plan of Finance was adopted
- October 25, 2022: Financial planning agreements signed by the Lee County Development Authority (property owner) and Lee County Board of Commissioners for roads and water/ sewer/ stormwater infrastructure

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, Fairethorne 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 Received from GDOT: \$627,424.76
 - Total, with 30% match from Lee County: **\$815,652.19**
 - December 5, 2022: Addendum 1 submitted to contractors and published online
 - Bid Opening: December 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

Smithville Road Bridge

- Georgia Department of Transportation, GDOT, plans to replace the bridge over the Muckaloochee Creek on Smithville Road
- Construction and Maintenance Easements sent to adjoining property owners
- Estimated Start Date: 2023

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: November 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

- Joint meeting held Tuesday, June 21, 2022 at 5:00pm
- Voters approved continuation of TSPLOST II - November 8, 2022 Election
- Collection to begin on April 1, 2024 – March 2029

Westover Extension

- Will connect Westover Road and Ledo Road at Capstone Connector
- Oxford has begun work
- Erosion control measures are being installed
- Rough grading will begin in a few weeks
- Estimated Completion Date: December 2024
- Staff is working with DARTS to enhance signal issues.

RFPs and RFQs

Open

2023 LMIG road Projects

- Roads: Lumpkin Road West, Quail Street, Northwood Drive, Stanley Street, Cannon Drive, Balmoral Drive, Elgin Court, Montrose Drive, Brittany Lakes Drive, Fairethorne 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
- December 5, 2022: Addendum 1 submitted to contractors and published online
- Bid Opening: December 13, 2022
- BOC to award the bid on December 13, 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

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

Future

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
- Projected Bid Opening: TBD

LED Lighting in the Fire Stations

- Previous Pre-Bid Meeting: September 20, 2022
- Previous Bid Opening: October 19, 2022
- Results brought to the Board on October 25, 2022
 - Bids rejected
- Bid documents to be reviewed and revised
- Project to be reopened at a future date
- Projected Bid Opening: TBD

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 working to acquire property space
- Staff writing RFP documents
- Projected Bid Opening: TBD

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



November 22, 2022

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

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

Kevin Lewis, County Manager
Macon County Board of Commissioners
Post Office Box 297
Oglethorpe, Georgia 31068

Rayetta Volley, County Administrator
Sumter County Board of Commissioners
Post Office Box 295
Americus, Georgia 31709

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

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

Re: OCPD Contract for the first half of 2023

Dear Sir or Madam:

Enclosed is the contract and budget attachments for the Office of the Circuit Public Defender for January 2023 thru June 2023. The language of the contract has remained the same with the exception that the dates have changed.

Within the budget attachments there are two changes that will affect the amount we are requesting.

The first, is a change in the percentage that the State is now accessing for the retirement system. The State is now requiring 31.01 percent of salary to go towards retirement. This is a five and a half increase over last year. This change was made during the last State Budget and is already in effect. Since we were able to run under budget last fiscal year, the State was able to hold back funds to cover this cost through June of 2023. Even with those funds being held in reserve, the Circuit Public Defender will be returning over \$90,00 to the counties for the previous fiscal year.

While adjustments to the benefits portion of the budget are not uncommon, a change of this magnitude is. According to staff at the Georgia Public Defender Council it has been years since there was any substantial change to the retirement system. While I recognize that this creates a greater burden for the

counties, this obligation was created by the Legislature and is not within the control of the local offices. However, this change will allow us to continue to recruit and retain valuable employees so that this office can continue to serve the counties effectively.

The second change is an increase in salary for my county funded employees that I mentioned in my letter to you with the previous contract. As you are all aware, all State funded State employees received a \$5,000 cost of living increase in the last budget. The budget attachments included here are the first step in attempting to give that same cost of living increase to my County funded State employees. Due to the restriction in our contract, Section 4.01, that limits any increase in funds to five percent each six-month period, it will take several budget cycles to achieve the necessary goal.

In the four years I have been your Circuit Public Defender I have made only one other request for an increase for salary purposes. That request was a two percent raise for the County funded employees near the beginning of my tenure (after the State funded employees received a similar raise six months earlier.) I do not make this request lightly. However, due to increased costs of living and continuing high inflation, this funding is necessary and appropriate. Without periodic increases this office would find it increasingly difficult to recruit and retain qualified employees.

The Office of the Circuit Public Defender takes great care to use the funds you entrust to us with in a way that best serves all six counties of the Southwestern Circuit. As mentioned earlier, this office will be returning over \$90,000 to the counties of the Southwestern Circuit. This check is usually sent to us in January following the completion of the fiscal year.

In the next several budget cycles you can expect to continue seeing the request for salary increases as I work towards getting each county funded employee the increase that the state funded employees have already received. In July, you will also see an increase in the rent line of the budget. This increase is part of an escalating rental schedule that runs through 2025 and was negotiated by the previous Circuit Public Defender.

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

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

Sincerely,

A handwritten signature in black ink, appearing to read "D. Winheim", with a long horizontal flourish extending to the right.

David T. Winheim

ENCLOSURES:

Proposed contract between the OCPD and the counties of the Southwestern Judicial Circuit

Attachments to the contract

Rent Increase Schedule

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



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

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

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

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

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

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

- (1) The provision by the Office of the Circuit Public Defender and GPDC of the statutorily required services to the Counties;

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

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

ARTICLE 1--STATUTORY AND ADDITIONAL SERVICES

Section 1.01 Statutory staffing:

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

Section 1.02 Statutory services:

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

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

Section 1.03 Conflicts:

The Office of the Circuit Public Defender and GPDC agree to provide for legal representation by an attorney who is not an employee of the Office of the Circuit Public Defender in cases described in

Section 1.02 in which the Office of the Circuit Public Defender has a conflict of interest which cannot be resolved by assigning a different lawyer in the Office of the Circuit Public Defender.

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

Section 2.01 Additional employees:

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

Section 2.02 State Bar dues:

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

Section 2.03 Payment terms:

Sumter County agrees to pay the Office of the Circuit Public Defender all of the additional personnel costs stated in the attachments in monthly installments. Installments are due by the 15th day of the preceding month to GPDC. Installments will be paid directly to GPDC with the first installment paid by the 15th of the month before the effective date of this contract. The Office of the Circuit Public Defender agrees to use these funds for the purpose of paying the salary, benefits, and administrative costs of the additional personnel listed in the attachments. At or near the end

of every quarter¹, Sumter County will send invoices to the other five counties for their pro rata share of the additional personnel costs for the quarter that is ending. No funds provided to the Office of the Circuit Public Defender pursuant to this agreement may be utilized for bonuses or rewards for meritorious service to the Circuit Public Defender, the Circuit Public Defender's employees, or contractors, or otherwise utilized in a manner prohibited by Article III, Section VI, Paragraph VI of the Constitution of the State of Georgia prohibiting gratuities.

Section 2.04

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

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

Section 3.01 Office expenses:

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

Section 3.02 Travel and expense reimbursement:

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

Section 3.03 Payment terms:

Sumter County will administer and advance the operating expenditures to the extent the expenses are authorized by the Circuit Public Defender of the Southwestern Judicial Circuit and are within the budget as set out in the attachments. Lee County, Macon County, Schley County, Stewart County, and Webster County agree to pay their pro rata share of the operating expenditures listed in the attachments to Sumter County. These funds will be paid quarterly to Sumter County and

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

will be based on actual expenditures for the previous quarter based on an invoice sent by Sumter County. Sumter County shall not be responsible for determining whether any expenditures or requests for payment submitted by the Office of the Circuit Public Defender are a legitimate government expense or authorized by law. The Office of the Circuit Public Defender will cooperate with any of the Counties to provide any documentation of any expenditure on request if such documentation is reasonably available to the Office of the Circuit Public Defender.

Section 3.04

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

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

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

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

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

ARTICLE 4--MISCELLANEOUS

Section 4.01 Term:

The term of this contract is the 6 month period beginning on January 1, 2023 and ending on June 30, 2023. This contract only covers a 6 month period because the Counties do not all share the same fiscal year and it is understood that the Counties may desire to know what their maximum expenses will be for the next 12 months so that they can set their budgets accordingly. In order to provide a maximum figure for the next 12 months for budgeting purposes, the Office of the Circuit Public Defender hereby agrees that the maximum budget that it will ask for in the contract for the following 6 months will not be more than 5% higher than the budget set out in this contract. This is a one-way agreement by the Office of the Circuit Public Defender and there is no corresponding agreement by the Counties to provide any increase whatsoever during the following 6 months.

Section 4.02 Severability:

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

Section 4.03 Cooperation, dispute resolution, and jurisdiction:

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

Section 4.04 Notice:

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

Lee County: Christi Dockery, County Clerk & Co-County Manager
Lee County Board of Commissioners
110 Starksville Avenue North
Leesburg, Georgia 31763

Macon County: Kelvin Lewis, County Manager
Macon County Board of Commissioners
Post Office Box 297
Oglethorpe, Georgia 31068

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

Stewart County: Joseph B. Williams, Chairman
Stewart County Board of Commissioners
Post Office Box 157
Lumpkin, Georgia 31815

Sumter County: Rayetta Volley, County Administrator
Sumter County Board of Commissioners
Post Office Box 295
Americus, Georgia 31709

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

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

Georgia Public Defender Council: Omotayo Alli, Executive Director
Georgia Public Defender Standards Council
104 Marietta Street, Suite 200
Atlanta, GA 30303

Section 4.05 Contract modification:

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

Section 4.06 Termination:

- (1) Due to non-availability of funds: in the event that any of the sources of reimbursement for services under this contract (appropriations from the General Assembly of the State of Georgia, or appropriations from a county governing authority) are reduced during the term of this contract, the Office of the Circuit Public Defender may terminate the contract. The certification by the Director of GPDC of the occurrence of reduction in State funds is conclusive. The certification by the person designated in Section 4.04 for the receipt of notice for each of the Counties of the occurrence of the reduction in county funds is conclusive. The Counties agree to promptly notify the Office of the Circuit Public Defender in writing of the non-existence or insufficiency of funds and the date of termination. The Office of the Circuit Public Defender may then immediately cease providing the services required hereunder except for any necessary winding down and transition services required under Section 4.07. In lieu of terminating this contract, the Counties and the

Office of the Circuit Public Defender may make financial and other adjustments to this contract by amending it pursuant to Section 4.05.

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

Section 4.07 Cooperation in transition of services.

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

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

Section 4.08 Advance of funds:

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

Section 4.09 Attachments incorporated:

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

Section 4.10 Time:

Time is of the essence.

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

Lee County
by: _____
Signature

Title

ATTEST:

Date

Macon County
by: _____
Signature

Title

ATTEST:

Date

Schley County
by: _____
Signature

Title

ATTEST:

Date

Stewart County
by: _____
Signature

Title

ATTEST:

Date

Sumter County
by: _____
Signature

Title

ATTEST:

Date

[signature page search term pi5834343476]
[contract search term pi3441180701]

Webster County


by:

Signature

Title

Office of the Circuit Public Defender

by:


Signature

Circuit Public Defender

Title

ATTEST:

Date

ATTEST:



Nov. 22, 2022

Date

Georgia Public Defender Standards Council

by:

Signature

Title

ATTEST:

Date

[signature page search term pi5834343476]

[contract search term pi3441190701]

zzz done -- OCPD Proposed January to June 2023 budget attachments

Attachment--Operating Expenses

Account number	Account name	Budgeted amount	
100-2800-00-522310-000	rent	\$	17,550.00
	other operating expenses	\$	21,123.60
	Total	\$	38,673.60

OCPD January to June 2023

Attachment -Personnel Expenses

Personnel budget - state funded		* ID	12M Salary	6M salary	Health=\$x30.454%	FICA=\$x7.65%	Pension=\$x31.01%	Unemployment	6M Totals								
Total	6	\$	547,157.59	\$	273,578.80	\$	83,315.69	\$	20,928.78	\$	84,836.78	\$	108.50	\$	-	\$	462,768.54

Personnel budget - locally funded by all 6 counties			12M Salary	6M salary	Health=\$x30.454%	FICA=\$x7.65%	Pension=\$x31.01%	Unemployment	Admin. fee**	6M Totals							
Total	5	\$	328,128.65	\$	164,064.83	\$	49,984.30	\$	12,550.96	\$	50,876.50	\$	93.00	\$	13,877.48	\$	291,427.07

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

worksheet based on current staffing and salaries only (any changes subject to Section 5.05)

Personnel budget - state funded	ID	12M Salary	6M salary	Health=Sx30.454%	FICA=Sx7.65%	Pension=Sx31.01%	Unemployment	6M Totals
Circuit Public Defender	33 1	\$ 127,473.00	\$ 63,736.50	\$ 19,410.31	\$ 4,875.84	\$ 19,764.69	\$ 15.50	\$ 107,802.84
Assistant Circuit Public Defender	97 1	\$ 84,004.92	\$ 42,002.46	\$ 12,791.43	\$ 3,213.19	\$ 13,024.96	\$ 15.50	\$ 71,047.54
Assistant Circuit Public Defender	59 1	\$ 103,996.68	\$ 51,998.34	\$ 15,835.57	\$ 3,977.87	\$ 16,124.69	\$ 15.50	\$ 87,951.97
Assistant Circuit Public Defender	65 1	\$ 74,910.12	\$ 37,455.06	\$ 11,406.56	\$ 2,865.31	\$ 11,614.81	\$ 15.50	\$ 63,357.25
Investigator/Paralegal	22 1	\$ 46,792.87	\$ 23,396.44	\$ 7,125.15	\$ 1,789.83	\$ 7,255.23	\$ 15.50	\$ 39,582.15
Investigator/Paralegal	53 1	\$ 54,990.00	\$ 27,495.00	\$ 8,373.33	\$ 2,103.37	\$ 8,526.20	\$ 15.50	\$ 46,513.39
Hub	58 1	\$ 54,990.00	\$ 27,495.00	\$ 8,373.33	\$ 2,103.37	\$ 8,526.20	\$ 15.50	\$ 46,513.39
Total	6	\$ 547,157.59	\$ 273,578.80	\$ 83,315.69	\$ 20,928.78	\$ 84,836.78	\$ 108.50	\$ 462,768.54

Personnel budget - locally funded by all 6 counties	ID	12M Salary	6M salary	Health=Sx30.454%	FICA=Sx7.65%	Pension=Sx31.01%	Unemployment	Admin. fee**	6M Totals
Assistant Circuit Public Defender	45 1	\$ 74,703.00	\$ 37,351.50	\$ 11,375.03	\$ 2,857.39	\$ 11,582.70	\$ 15.50	\$ 3,159.11	\$ 66,341.22
Assistant Circuit Public Defender	41 1	\$ 75,460.56	\$ 37,730.28	\$ 11,490.38	\$ 2,886.37	\$ 11,700.16	\$ 15.50	\$ 3,191.13	\$ 67,013.82
Assistant Circuit Public Defender	23 1	\$ 71,350.68	\$ 35,675.34	\$ 10,864.57	\$ 2,729.16	\$ 11,062.92	\$ 15.50	\$ 3,017.37	\$ 63,364.87
Administrative Assistant	16 1	\$ 27,785.00	\$ 13,892.50	\$ 4,230.82	\$ 1,062.78	\$ 4,308.06	\$ 15.50	\$ 1,175.48	\$ 24,685.15
Investigator/Paralegal	64 1	\$ 44,150.41	\$ 22,075.21	\$ 6,722.78	\$ 1,688.75	\$ 6,845.52	\$ 15.50	\$ 1,867.39	\$ 39,215.15
Office Manager/Investigator/Paralegal	72 1	\$ 34,680.00	\$ 17,340.00	\$ 5,280.72	\$ 1,326.51	\$ 5,377.13	\$ 15.50	\$ 1,466.99	\$ 30,806.86
Total	6	\$ 328,129.65	\$ 164,064.83	\$ 49,964.30	\$ 12,550.96	\$ 50,876.50	\$ 93.00	\$ 13,877.48	\$ 291,427.07

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

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

***this is a one time contribution from GPDC to the OCPD to avoid having to ask the counties for a budget increase in the middle of the fiscal year

Attachment--Totals for 6 months covered by the contract

	GPDC budget	county budget
Personnel	\$ 462,768.54	\$ 291,427.07
Operating		\$ 38,673.60
Total		\$ 330,100.67

County share of personnel based on caseload	Caseload	Percentage	County Share
Lee	570	0.28358209	\$ 82,643.50
Macon	312	0.155223881	\$ 45,236.44
Schley	72	0.035820896	\$ 10,439.18
Stewart	82	0.04079602	\$ 11,889.06
Sumter	950	0.472636816	\$ 137,739.16
Webster	24	0.011940289	\$ 3,479.73
Totals	2010	1	\$ 291,427.07

County share of operating based on population	Population	Percentage	County Share
Lee	33163	0.38087745	\$ 14,729.90
Macon	12082	0.13876192	\$ 5,366.42
Schley	4547	0.05222235	\$ 2,019.63
Stewart	5314	0.06103135	\$ 2,360.30
Sumter	29616	0.34014012	\$ 13,154.44
Webster	2349	0.02696681	\$ 1,042.90
Totals	87070	1	\$ 38,673.60

County share of both personnel and operating	Personnel	Operating	County Share of both
Lee	\$ 82,643.50	\$ 14,729.90	\$ 97,373.40
Macon	\$ 45,236.44	\$ 5,366.42	\$ 50,602.86
Schley	\$ 10,439.18	\$ 2,019.63	\$ 12,458.80
Stewart	\$ 11,889.06	\$ 2,360.30	\$ 14,249.37
Sumter	\$ 137,739.16	\$ 13,154.44	\$ 150,893.60
Webster	\$ 3,479.73	\$ 1,042.90	\$ 4,522.63
Totals	\$ 291,427.07	\$ 38,673.60	\$ 330,100.67

Attachment—Retrospective and prospective worksheet

8 month totals for past, current, and maximum* future 6 month budgets

County	7-1-22 to 12/31/22	1/1/23 to 6/30/23	Max.* for 7/1/23 to 12/31/23	Max.* for 1/1/24 to 6/30/24
Lee	\$ 93,062.23	\$ 97,373.40	\$ 102,242.07	\$ 107,354.17
Macon	\$ 50,602.86	\$ 50,602.86	\$ 53,133.01	\$ 55,789.86
Schley	\$ 12,458.80	\$ 12,458.80	\$ 13,081.75	\$ 13,735.83
Stewart	\$ 14,249.37	\$ 14,249.37	\$ 14,961.83	\$ 15,709.83
Sumter	\$ 150,893.60	\$ 150,893.60	\$ 158,438.28	\$ 166,360.20
Webster	\$ 4,522.63	\$ 4,522.63	\$ 4,748.76	\$ 4,986.20

Total for the year from 7/1/22 to 6/30/23

County	
Lee	\$ 190,435.63
Macon	\$ 101,205.72
Schley	\$ 24,917.60
Stewart	\$ 28,498.74
Sumter	\$ 301,787.20
Webster	\$ 9,045.26

Maximum* total for the year from 1/1/23 to 12/31/23

County	
Lee	\$ 199,615.47
Macon	\$ 103,735.87
Schley	\$ 25,540.55
Stewart	\$ 29,211.20
Sumter	\$ 308,331.88
Webster	\$ 9,271.39

Maximum* total for the year from 7/1/23 to 6/30/24

County	
Lee	\$ 209,596.24
Macon	\$ 108,922.66
Schley	\$ 26,817.58
Stewart	\$ 30,671.76
Sumter	\$ 324,798.48
Webster	\$ 9,734.86

[search term p:3441190701]

*references to the "Maximum" or "Max." do not necessarily imply that this is the amount that will be requested, see Section 4.01 for further explanation

THIS SECTION FOR STATE USE ONLY

FEMA- GA -DR / BRIC- _____
 Application Complete
 In Declared Area
 Statewide
 Planning

HMGP (CFDA 97.039)
 BRIC (CFDA 97.047)
 Eligible Applicant
 State or Local Government
 Private Non-Profit (Tax ID Received)

Community NFIP Status:

Participating Community ID #: _____
 State Application ID _____

In Good Standing Non-Participating CRS
 Date Application Received _____

State Reviewer _____

Signed _____ Date _____

FEMA Application Hardcopy Submittal Date: _____

FEMA Application Completed NEMIS Entry Date: _____

**** Please submit one signed copy of the application ****

This application is for all Hazard Mitigation Assistance (HMA) programs for a plan update proposal administered by the Georgia Emergency Management and Homeland Security Agency (GEMA/HS). Please complete all sections and provide all information as requested. **Incomplete applications will not be forwarded to FEMA for their review.** If you require assistance with this application, contact Tomi King, Planner at (404) 791-7619.

Applicant Information

1. **Project Title:** HAZARD MITIGATION PLAN UPDATE

2. **Applicant (Organization):** Lee County

3. **Applicant Type:**

State or Local Government Recognized Indian Tribe Private Non-Profit

State Legislative District(s): 11, 148, 152, S 13 Congressional District(s): 2

Federal Tax I.D. Number: 58-6000854 DUNS Number: 07-58-83090

FIPS Code: 13177C

4. **National Flood Insurance Program CID #:** 130122

5. **NFIP Community Rating System Class Number:** N/A

6. **Point of Contact:** (Individual responsible for the grant)

Ms. Mr. Mrs. Dr. First Name: Cole Last Name: Williams

Title: EMA Director Telephone: 229-759-6000 Cell: 229-854-9491

Street Address: 102 Starksville Avenue North

City: Leesburg State: GA Zip Code: 31763

E-mail Address: cwilliams@lee.ga.us

7. **Application prepared by** (if different from Point of Contact):

Name: Cole Williams Telephone: 229-759-6000 E-mail Address: cwilliams@lee.ga.us

GEORGIA EMERGENCY MANAGEMENT AND HOMELAND SECURITY AGENCY

HMA Planning Application

8. **Authorized Applicant Agent:** (An individual authorized to sign financial and legal documents on behalf of the local government (e.g., the Chairperson, Board of County Commissioners or the County Manager, etc.)

Ms. Mr. Mrs. Dr. First Name: Christi Last Name: Dockery

Title: County Manager Telephone: 229-759-6000 Fax: 229-759-6050

Street Address: 102 Starksville Avenue North

City: Leesburg State: GA Zip Code: 31763

E-mail Address: cdockery@lee.ga.us

Signature: _____ Date: _____

HMA Planning Application

I. Project Description – Narrative Statement

A. Mitigation Activity

1. Please describe the strategy for completing this planning activity, including the review process, adoption and FEMA's approval.

Lee County will form a planning committee comprised of representatives of various county departments, as well as other interested parties, such as outside state and regional agencies, local businesses, residents, the Cities of Leesburg, Smithville, public etc. The committee will be led by the EMA Director and will meet on a regular basis with the contracted consultant in order to accomplish the items set forth in the Scope of Work below, including addressing any recommended revisions from the previous plan's review tool. The consultant will coordinate the planning process including the meetings, write the plan based on committee findings and work through the State and Federal review and approval process. The consultant will coordinate the process of meeting the objectives outlined in the Scope of Work below with the assistance and input of the appropriate committee members and local staff resources as necessary. Outside interested parties will be invited to participate by direct invitation and by public postings and meeting notices. A minimum of two public hearings will be held in order to provide the public an opportunity to comment during the drafting phase and prior to final adoption.

2. Please describe how the applicant will manage the costs and schedule and how successful performance will be ensured.

A budget will be set according to the budget figures in this application to allow for the use of a contractor and labor on the part of committee members and other staff members expenses will be incurred according to the budget items and will not exceed the total grant award. This will be tracked by the county as well as the State's grants management system which tracks expenses to date and remaining grant figures. Also, the county will track each budget allocation as expenses are incurred under those allocations to ensure that expenses remain within the allowed budget.

3. Please describe the staff and resources needed to implement this mitigation activity and the applicant's ability to provide these resources.

This planning process involves a variety of staff and expertise, which will be used as necessary. Specifically, expertise will be needed from the Fire Department, Tax Assessor, Planning, Building Inspections, Public Health, etc. Lee County is able to provide the staff resources to meet these needs.

4. Please explain how this mitigation activity will leverage involvement of partners to enhance its outcome.

The planning process will involve the opportunity for outside agencies and public to be a part. This will be accomplished by a combination of direct invitation, public notice and individual meetings with the various agencies as necessary.

5. Please describe the outreach activities that are planned relative to this mitigation activity (signs, press releases, success stories, etc.) and/or how this mitigation activity will serve as a model for other communities.

At the outset of the process, the EMA Director will invite various outside State agencies, local businesses, the Cities of Leesburg and Smithville, and others to be a part of the process. In addition, the public will be notified and invited to attend through public notices and a minimum of two public meetings with opportunity for public comment.

6. Please describe how this planning activity will benefit the applicant's constituents.

This activity will benefit the local citizens of Lee County by providing a current and up to date hazard mitigation plan for Lee County and the Cities of Leesburg, Smithville, thereby ensuring the County and City's eligibility to participate in future mitigation grants.

HMA Planning Application

7. Does your County plan to update your Hazard Mitigation Plan In-House or with the assistance of an outside contractor?
 In-House Contractor

(If outside contractor selected please describe the duties they will perform to meet the Scope of Work below)

Lee County intends to contract with a consultant to act as the facilitator of the planning process as well as to develop and write the plan update. The consultant and the County will attend GEMA/HS Hazard Mitigation planning workshops as they are offered.

The contracted consultant will meet with the EMA Director and GEMA/HS as necessary to discuss the plan development process and construct an invitation list for the larger planning committee.

The contracted consultant and County EMA Director will pull together existing data, plans, and EMA capabilities together in a draft report to be discussed by both the Task Force and the larger stakeholder group. This will include the base HRV analysis provided by GEMA/HS and added to by local data and the contracted consultant efforts.

The contracted consultant will review all hazards to address any newly identified hazards that pose a more significant threat than was apparent when the previously approved plan was prepared and discuss new occurrences of hazard events and update the probability of future occurrences.

The contracted consultant will work with the Task Force to update the current inventory of existing and proposed buildings, infrastructure, and critical facilities in hazard areas.

The contracted consultant will update the loss estimate to reflect any changes to the hazard profile and/or the inventory of structures.

The contracted consultant will analyze, update, and continue development of Goals, Objectives, and Action Steps with the assistance of the task force and stakeholders.

The contracted consultant will update the Plan Maintenance and Implementation to include an analysis of whether the previously approved plan's method and schedule for monitoring, evaluating, and updating the plan worked, and what elements or processes, if any, were changed; and discuss the method and schedule to be used over the next five years.

The contracted consultant will describe how the community was kept involved during the plan maintenance process over the previous five years, within the planning process section of the plan update and how they will continue public involvement during the planning period.

The contracted consultant will work with the planning committee and GEMA/HS staff throughout the State and Federal plan review process to ensure that, in the end, Lee County has a federally approved updated hazard mitigation plan.

HMA Planning Application

B. Scope of Work

Lee County will update its existing Multi-jurisdictional Hazard Mitigation Plan according to the requirements of the Disaster Mitigation Act of 2000. This Scope of Work was designed in conformance to FEMA Plan Guidance requirements.

Lee County agrees to have representatives attend and participate in all GEMA/HS and local level mitigation planning meetings and workshops. The county will coordinate as needed with the GEMA/HS representative to utilize the tools necessary and to ensure that the plan meets the most current Federal regulations. Each county will be required to complete the following: Critical Facility Inventory and basic mapping will be established in the Georgia Mitigation Information System (GMIS), including running reports by jurisdiction for each identified hazard; GEMA/HS Worksheets 3A for each participating jurisdiction for each identified hazard; high level detail for all mitigation action steps as required by FEMA and GEMA/HS; insure all "recommended revisions" from their previous FEMA Plan review are addressed in the plan update.

Additionally, Lee County will insure the plan update is consistent with the most current requirements from FEMA, including:

- **Identify all changes to the plan within each section, including revisions to the planning process, risk assessment, goals and objectives, plan maintenance process, etc.**
- **Update the Planning Process**
 - List jurisdictions participating in the plan that seek approval.
 - Describe the process used to review and analyze each section of the plan, as well as the process used to determine if a section warranted an update.
- **Improve the risk assessment**
 - Address any newly identified hazards that pose a more significant threat than was apparent when the previously approved plan was prepared.
 - Discuss new occurrences of hazard events and update the probability of future occurrences.
 - Incorporate new information where data deficiencies were identified in the previous plan, or if the data deficiencies remain unresolved, explain why they remain unresolved and include a schedule to resolve the issue.
 - Include current inventory of existing and proposed buildings, infrastructure, and critical facilities in hazard areas, including existing NFIP Repetitive Loss structures. The community will determine how far into the future they wish to go in considering proposed buildings and Critical Facilities based on and timed with the data gathering phase of their comprehensive plan or land use plan update.
 - Update the loss estimate to reflect any changes to the hazard profile and/or the inventory of structures. Any changes to analysis methodologies must be noted. Any previously noted data deficiencies should be updated or explained.
 - Include a general overview of land uses and types of development occurring within the community and highlight any new and/or relevant information.
 - If there are changes in the risk assessment or the vulnerability of the community to the hazards, the information must be attributed to the appropriate jurisdiction(s) or to the whole planning area, whichever applies.
- **Analyze, update, and continue development of Goals, Objectives, and Action Steps**
 - Use this update as an opportunity for jurisdictions to reconsider the goals and objectives. For goals and actions that remain, the plan must document that they were re-evaluated and deemed valid and effective.
 - Goals and objectives shall include the community's strategy for new or continued NFIP participation.
 - Continue to use the "STAPLEE Criteria" (Social, Technical, Administrative, Political, Legal, Economic, and Environmental), or incorporate the STAPLEE Criteria if not previously used to assess the value of and develop an understanding of the cost effectiveness of mitigation action steps.
 - Update Action Items. If actions remain unchanged, the updated plan must indicate why changes are not necessary.
 - Shall include evaluation and prioritization for any new mitigation action steps.
- **Update the Plan Maintenance and Implementation**
 - Must include an analysis of whether the previously approved plan's method and schedule for monitoring, evaluating, and updating the plan worked, and what elements or processes, if any, were changed; and discuss the method and schedule to be used over the next five years.
 - Describe other planning mechanisms or ordinances that this plan will be incorporated into, such as Comprehensive Plans.
- **Information Dissemination**
 - Describe how the community was kept involved during the plan maintenance process over the previous five years, within the planning process section of the plan update.
 - The plan maintenance section shall describe how the community will involve the public during the plan maintenance process over the next five years.
- **Adoption and Review**
 - The plan will be submitted for State review and recommendation prior to adoption.
 - Upon recommendation from GEMA/HS, the county and participating municipalities will adopt the plan.
 - The adopted plan will be submitted for FEMA review and approval.

GEORGIA EMERGENCY MANAGEMENT AND HOMELAND SECURITY AGENCY

HMA Planning Application

C. Evaluation Information

1. Current Lee County Hazard Mitigation Plan Approval Date: 12/30/2021
2. Current Lee County Hazard Mitigation Plan Expiration Date: 04/27/2026
3. Does Lee County participate in the Community Rating System (CRS)? Yes No X If yes, what is your CRS rating? 1 2 3 4 5 6 7 8 9 10
4. Is Lee County a Cooperating Technical Partner (CTP)? Yes No X
5. Has Lee County adopted building codes consistent with the International Codes? Yes X No
6. Have Lee County's building codes been assessed on the Building Code Effectiveness Grading Schedule (BCEGS)? Yes X No If yes, BCEGS rating? 1 2 3 4 5 6 X 7 8 9 10
7. Is Lee County a Firewise Community? Yes No X If yes, Firewise Community number? _____
8. Has Lee County adopted the National Fire Protection Association (NFPA) 5000 code? Yes No X
9. Has this sub application been previously submitted under any other FEMA program? Yes No X If yes, identify the Project name and number. _____
10. Has this sub application been previously funded under any other FEMA program? Yes No X
11. Does any other Federal entity have primary funding authority for this project? Yes No X
12. Has work begun on this plan update? Yes No X
13. Is Lee County delinquent on any Federal debt? Yes No X If yes, please describe in the space below.

D. Project Milestones

List the major milestones in this project:

<u>Milestone</u>	<u>Number of Days to Complete</u>
Issuance of Recipient/ Subrecipient Agreement	90 days
Hire Planning Consultant	60 days
Establish and Form Planning Committee	60 days
Gather Critical Facilities Data	60 days
Upload Critical Facilities to GMIS	30 days
Hazard Identification and Risk Assessment Update	120 days
Analyze, update, and continue development of Goals, Objectives, and Action Steps	90 days
Mitigation Strategy Update	90 days
Update Plan Maintenance and Implementation	60 days
Update the Planning Process	60 days
Submit Plan for GEMA Review and Approval	30 days
Submit Plan for FEMA Review and Approval	60 days
Plan Adoption and implementation	60 days
Financial Reconciliation and Closeout	<u>90 days</u>
Total	960 days

HMA Planning Application

E. Location

Please provide a county map and give a brief description of the county and list the municipalities that will be covered by this plan update along with a description of each. (Example: Date founded, population, major industries, special events, etc.)

*Please see Exhibit A for a map of Lee County.

Lee County was one of the original landlot counties acquired from the Creek Indians by a treaty in 1825. Georgia's 68th county, it was named for Richard Henry "Lighthorse Harry" Lee, father of Confederate General Robert E. Lee. Lighthorse Harry Lee gave the eulogy at the funeral of George Washington in 1779.

The original county seat was Starkville, but was moved to current county seat of Leesburg in 1876 after the completion of the Railroad from Americus to Albany in 1857. Smithville, in northern Lee County, is the only other incorporated city in the county.

Lee County is one of the fastest growing counties south of Atlanta. It was ranked in 2005 as the 46th fastest growing county in the United States. The total land area of the county is 355 square miles or 227,200 acres. Current population is estimated at 31,000 with a growth of 3.5 people per day. Residential construction adds 8-10 new dwellings per week. In 2005, the total number of tagged vehicles was 31,711 up from 30,674 in 2004.

F. History of Hazards

Please provide an assessment of the frequency and severity of each of the following hazards that have affected the County in the past.

Coastal Storms:

Frequency: **Not Applicable X** Very Low Low Moderate High
 Severity: Minor Serious Extensive Catastrophic

Earthquake:

Frequency: **Not Applicable X** Very Low Low Moderate High
 Severity: Minor Serious Extensive Catastrophic

Windstorms:

Frequency: Not Applicable Very Low Low **Moderate X** High
 Severity: Minor Serious Extensive Catastrophic

Fire:

Frequency: Not Applicable Very Low **Low X** Moderate High
 Severity: Minor Serious Extensive Catastrophic

Flood:

Frequency: Not Applicable Very Low Low Moderate **High X**
 Severity: Minor Serious Extensive Catastrophic

Freezing:

Frequency: Not Applicable Very Low Low **Moderate X** High
 Severity: Minor Serious Extensive Catastrophic

Hurricane:

Frequency: Not Applicable Very Low **Low X** Moderate High
 Severity: Minor Serious Extensive Catastrophic

Mud/ Landslide:

Frequency: **Not Applicable X** Very Low Low Moderate High
 Severity: Minor Serious Extensive Catastrophic

Severe Ice Storms:

Frequency: Not Applicable **Very Low X** Low Moderate High
 Severity: Minor Serious Extensive Catastrophic

Severe Storms:

Frequency: Not Applicable Very Low Low **Moderate X** High
 Severity: Minor Serious Extensive Catastrophic

GEORGIA EMERGENCY MANAGEMENT AND HOMELAND SECURITY AGENCY

HMA Planning Application

Snow:

Frequency: Not Applicable X Very Low Low Moderate High

Severity: Minor Serious Extensive Catastrophic

Tornado:

Frequency: Not Applicable Very Low Low Moderate X High

Severity: Minor Serious Extensive Catastrophic

Tsunami:

Frequency: Not Applicable X Very Low Low Moderate High

Severity: Minor Serious Extensive Catastrophic

Typhoon:

Frequency: Not Applicable X Very Low Low Moderate High

Severity: Minor Serious Extensive Catastrophic

Volcano:

Frequency: Not Applicable X Very Low Low Moderate High

Severity: Minor Serious Extensive Catastrophic

HMA Planning Application

II. Budget

In this section, with regard to the Scope of Work [Section I(B) above], please provide details of all costs in relation to this project. Reasonable cost estimates are essential. **Do not** include contingency costs in the budget. (See example below)

A. Labor

Description	Hours	Rate	Cost	Source
County Staff	106.7	\$25.00/hr.	\$2,667.50	County Budget

The budget includes \$2,667.50 for county staff to be utilized as part of the non-Federal share. The cost for the county staff was determined based upon an average salary for the staff anticipated to participate in the planning process multiplied by the estimated hours to oversee the process, research hazard histories, inventory building and infrastructure assets, identify goals and objectives and get the updated plan adopted and approved.

B. Fees Paid Include any other costs associated with the project, engineering, permits, inspections, etc.

Description of Task	Hours	Rate	Cost	Source
Contractor Fee	800	\$30.00/hr.	\$24,000.00	Grant

C. Hazus Level 2 Analysis Include any other costs associated with the project, engineering, permits, inspections, etc.

Description of Task	Cost	Source
Hazus Level 2 Analysis	\$6,201.00	Grant

Total Estimated Project Cost: \$32,868.50

D. Funding Sources (round figures to the nearest dollar) The maximum FEMA share for HMA projects is 90%. The other 10% can be made up of State and Local funds as well as in-kind services. HMA funds may be packaged with other Federal funds, but other Federal funds (except for Federal funds which lose their Federal identity at the State level such as CDBG, ARS, HOME) may not be used for the State or Local match.

E. Project Management Costs Include project management costs, not to exceed 5% of Total Estimated Project Cost.

Description of Task	Hours	Rate	Cost	Source
Project Management	65.73	\$25	\$1,643.25	Grant

The budget includes \$1,643.43 for county staff to manage the project, including completion of the Recipient-Subrecipient Agreement, securing a contractor, quarterly reports, financial reconciliation and project closeout.

Estimated Cost Summary				
	FEMA	State	Local	Total
Total Estimated Labor and Contractor Cost	\$24,000.75 (90% Labor and Contractor Cost)	\$1,066.70 (4% Labor and Contractor Cost)	\$1,600.05 (6% Labor and Contractor Cost)	\$26,667.50
Hazus Level 2 Analysis	\$5,580.90 (90% Hazus Cost)	\$620.10 (10% Hazus Cost)		\$6,201.00
Total Estimated Project Costs	\$29,581.65	\$1,686.80	\$1,600.05	\$32,868.50
Project Management Costs (100% FEMA Funds)	\$1,643.25 (5% Total Estimated Project Cost)			

Estimated FEMA Share	\$ 29,581.65	90 % of Total
Non-Federal Share		
Estimated Local Share	\$ 1,600.05	5 % of Total (Cash)
Estimated State Share	\$ 1,686.80	5 % of Total (Cash)
Total Project Costs	\$ 32,868.50	100 % of Total

HMA Planning Application

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681- 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood

GEORGIA EMERGENCY MANAGEMENT AND HOMELAND SECURITY AGENCY

HMA Planning Application

hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED APPLICANT AGENT	TITLE County Manager
APPLICANT ORGANIZATION Lee County Board of Commissioners	DATE SUBMITTED



**Capital Improvements Element
2022 Annual Update:
Financial Report &
Community Work Program
Lee County, GA
Final-December 13, 2022**

Attached is the Lee County CIE - Capital Improvement Element annual update for fiscal year 2022 consisting of a financial report, as required by the Development Impact Fee Act, and an updated community work program, as required by DCA's impact fee compliance requirements.

Adoption Resolution

Capital Improvements Element Annual Update

Lee County, Georgia

WHEREAS, Lee County adopted a Capital Improvements Element as an amendment to the *Lee County Comprehensive Plan*; and

WHEREAS, Lee County has prepared a fiscal year 2022 Annual Update to the adopted Capital Improvements Element; and

WHEREAS, the Capital Improvements Element Annual Update was prepared, submitted and reviewed in accordance with the "Development Impact Fee Compliance Requirements" and the "Minimum Planning Standards and Procedures for Local Comprehensive Planning" adopted by the Board of Community Affairs pursuant to the Georgia Planning Act of 1989;

BE IT THEREFORE RESOLVED, that the Board of Commissioners of Lee County does hereby adopt the Capital Improvements Element Annual Update, as per the requirements of the Development Impact Fee Compliance Requirements.

Adopted this _____ day of _____ 2022.

Billy Mathis, *Commission Chair*

Kaitlyn Good, *County Clerk*

Georgia, *Lee County*

**Transmittal Resolution
Capital Improvements Element Update
Lee County, Georgia**

Whereas, Lee County adopted a Capital Improvements Element as an amendment to the *Lee County Comprehensive Plan*; and

Whereas, Lee County has prepared an Annual Update to the adopted Capital Improvements Element; and

Whereas, the Capital Improvements Element Annual Update was prepared in accordance with the "Development Impact Fee Compliance Requirements" and the "Minimum Planning Standards and Procedures for Local Comprehensive Planning" adopted by the Board of Community Affairs pursuant to the Georgia Planning Act of 1989, and a duly advertised Public Hearing was held on November 8, 2022 at the Southwest Georgia Regional Commission.

BE IT THEREFORE RESOLVED that the Board of Commissioners of Lee County does hereby submit the 2022 Capital Improvements Element Annual Update to the Southwest Georgia Regional Commission for Regional and State review, as per the requirements of the Development Impact Fee Compliance Requirements.

Adopted this 8 day of November, 2022



Billy Mathis, County Commission Chairman
Lee County

ATTEST: Kaitlyn Good



LEE COUNTY		Annual Impact Fee Financial Report - Fiscal Year 2022					
Public Facility	Libraries	Fire Protection	Communications and Security	Parks & Recreation	Admin-istration	CIE Prep (recoupment)	TOTAL
Impact Fee Fund Balance July 1, 2021	\$46,559.07	\$12,431.39	\$31,989.57	\$564,510.11	\$9,087.65	\$33,386.22	\$697,964.00
Impact Fees Collected (July 1, 2021 through June 30, 2022)	\$52,254.25	\$0.00	\$0.00	\$60,680.95	\$3,388.30	\$3,079.85	\$119,403.35
Subtotal: Fee Accounts	\$98,813.32	\$12,431.39	\$31,989.57	\$625,191.06	\$12,475.95	\$36,466.07	\$817,367.36
Accrued Interest	\$47.84	\$2.99	\$11.96	\$230.25	\$2.99	\$2.99	\$299.03
(Impact Fee Refunds)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
(Expenditures)	(\$50,000.00)			(\$12,552.36)			(\$62,552.36)
Impact Fee Fund Balance June 30, 2022	\$48,861.16	\$12,434.38	\$32,001.53	\$612,868.95	\$12,478.94	\$36,469.06	\$755,114.03
Impact Fees Encumbered	\$48,861.16	12,434.38	\$32,001.53	\$612,868.95			\$706,166.02

Annual Impact Fee Financial Report - Fiscal Year 2022

Public Facility: Library							
Service Area: County-wide							
Project Description	Project Start Date	Project End Date	Local Cost of Project	Maximum Percentage of Funding from Impact Fees	Maximum Funding Possible from Impact Fees	Impact Fees Expended	Impact Fees Encumbered
Collection Materials	2007	2008	\$57,547.91	96.1%	\$55,326.59	\$0.00	
Collection Materials	2008	2009	\$64,623.25	96.2%	\$62,136.68	\$60,020.42	
Collection Materials	2009	2010	\$66,076.88	96.2%	\$63,534.91	\$60,025.32	
Collection Materials	2010	2011	\$60,998.07	96.1%	\$58,640.74	\$60,000.00	
Collection Materials	2011	2012	\$69,510.66	96.1%	\$66,828.66	\$60,000.00	
Collection Materials	2012	2013	\$64,145.80	96.2%	\$61,677.60	\$80,000.00	
Collection Materials	2013	2014	\$72,528.17	96.1%	\$69,735.74	\$34,999.60	
Collection Materials	2014	2015	\$66,625.71	96.2%	\$64,076.63	\$25,000.00	
Collection Materials	2015	2016	\$67,562.75	96.1%	\$64,959.81	\$25,000.00	
Collection Materials	2016	2017	\$68,749.27	96.1%	\$66,092.05	\$25,000.00	
Collection Materials	2017	2018	\$78,033.27	96.1%	\$75,021.94	\$25,000.00	
Collection Materials	2018	2019	\$71,085.63	96.1%	\$68,348.46	\$25,000.00	
Collection Materials	2019	2020	\$72,109.66	96.2%	\$69,347.03	\$80,000.00	
Collection Materials	2020	2021	\$64,121.06	96.2%	\$61,863.11	\$80,000.00	
Collection Materials	2021	2022	\$74,336.89	96.1%	\$71,466.83	\$75,000.00	
Collection Materials	2022	2023	\$75,354.26	96.2%	\$72,458.97	\$0.00	\$48,861.16
Collection Materials	2023	2024	\$76,399.39	96.1%	\$73,450.77	\$0.00	
Collection Materials	2024	2025	\$77,412.44	96.2%	\$74,438.73	\$0.00	
Collection Materials	2025	2026	\$68,094.77	96.2%	\$65,485.41	\$0.00	
Collection Materials	2026	2027	\$79,210.08	96.1%	\$76,158.90	\$0.00	
Oakland Library (20,00 sf)	2008	2009	\$3,300,000.00	19.5%	\$644,119.48	\$0.00	
Smithville Library expansion (1,800 sf)	2016	2017	\$297,000.00	100.0%	\$297,000.00	\$0.00	
Leesburg Library expansion (10,000 sf)	2021	2022	\$1,650,000.00	100.0%	\$1,650,000.00	\$0.00	
			\$6,641,525.88		\$3,931,969.04	\$715,045.34	\$48,861.16

Public Facility: Fire Protection							
Service Area: County-wide							
Project Description	Project Start Date	Project End Date	Local Cost of Project	Maximum Percentage of Funding from Impact Fees	Maximum Funding Possible from Impact Fees	Impact Fees Expended	Impact Fees Encumbered
Smithville Fire Station	2014	2015	\$1,050,000.00	100.0%	\$1,050,000.00	\$231,144.45	\$12,434.38
			\$1,050,000.00		\$1,050,000.00	\$231,144.45	\$12,434.38

Note: Lee County ceased impact fee collections for this category on September 10, 2007.

Public Facility: Communications and Security							
Service Area: County-wide							
Project Description	Project Start Date	Project End Date	Local Cost of Project	Maximum Percentage of Funding from Impact Fees	Maximum Funding Possible from Impact Fees	Impact Fees Expended	Impact Fees Encumbered
800 MHz radio System	2008	2008	\$1,895,000.00	48.0%	\$910,267.00	\$345,689.04	\$32,001.53
			\$1,895,000.00		\$910,267.00	\$345,689.04	\$32,001.53

Note: Lee County ceased impact fee collections for this category on September 10, 2007.

Public Facility: Parks & Recreation							
Service Area: County-wide							
Project Description	Project Start Date	Project End Date	Local Cost of Project	Maximum Percentage of Funding from Impact Fees	Maximum Funding Possible from Impact Fees	Impact Fees Expended	Impact Fees Encumbered
Future Park A (65 acres)	2013	2018	\$780,000.00	100.0%	\$780,000.00	\$0.00	\$612,868.95
Future Park B (67 acres)	2018	2018	\$804,000.00	100.0%	\$804,000.00	\$0.00	
Future Park C (65 acres)	2024	2024	\$780,000.00	100.0%	\$780,000.00	\$0.00	
11 Ball Fields	2009	2024	\$2,750,000.00	95.5%	\$2,625,000.00	\$397,340.02	
1 Jogging Track	2009	2024	\$250,000.00	100.0%	\$250,000.00	\$0.00	
3 Practice Fields	2009	2024	\$105,000.00	96.7%	\$101,500.00	\$0.00	
1 Playground	2009	2024	\$50,000.00	100.0%	\$50,000.00	\$0.00	
1 Pavilion/Shelter	2009	2024	\$41,200.00	100.0%	\$41,200.00	\$0.00	
8 Soccer Fields	2009	2024	\$3,640,000.00	96.3%	\$3,503,500.00	\$0.00	
			\$9,200,200.00		\$8,935,200.00	\$397,340.02	\$612,868.95

Annual Impact Fee Financial Report - Fiscal Year 2022

Impact Fee Surcharges							
Year of Collection	CIE Prep Collections	CIE Prep Expenditures	CIE Prep Balance	Admin Collections	Subtotal - Admin	Admin Expenditures	Admin Balance
2007	\$8,206.38	\$0.00	\$8,206.38	\$22,690.26	\$22,690.26	\$0.00	\$22,690.26
2008	\$4,805.80	\$9,927.54	\$3,084.64	\$7,085.09	\$7,085.09	\$29,342.95	\$432.40
2009	\$1,824.39	\$0.00	\$4,909.02	\$1,726.94	\$1,726.94	\$8,800.00	\$ (6,640.66)
2010	\$2,613.28	\$0.00	\$6,820.13	\$1,948.23	\$1,948.23	\$8,800.00	\$ (13,230.12)
2011	\$1,657.99	\$0.00	\$8,478.12	\$1,726.94	\$1,726.94	\$5,100.00	\$ (16,603.18)
2012	\$2,613.28	\$0.00	\$11,091.40	\$2,819.87	\$2,819.87	\$4,131.00	\$ (17,914.31)
2013	\$1,708.65	\$0.00	\$12,800.05	\$1,844.08	\$1,844.08	\$0.00	\$ (16,070.23)
2014	\$1,676.13	\$0.00	\$14,476.18	\$1,760.66	\$1,760.66	\$0.00	\$ (14,309.57)
2015	\$1,913.86	\$2,400.37	\$13,989.67	\$2,032.98	\$2,032.98	\$0.00	\$ (12,276.59)
2016	\$2,012.78	\$0.00	\$16,002.45	\$2,142.28	\$2,142.28	\$0.00	\$ (10,134.31)
2017	\$2,114.44	\$0.00	\$18,116.89	\$2,295.30	\$2,295.30	\$0.00	\$ (7,839.01)
2018	\$7,182.13	\$0.00	\$25,299.02	\$7,769.30	\$7,769.30	\$0.00	\$ (69.71)
2019	\$2,613.03	\$0.00	\$27,912.05	\$2,841.74	\$2,841.74	\$0.00	\$ 2,772.03
2020	\$2,124.55	\$0.00	\$30,036.60	\$2,335.49	\$2,335.49	\$0.00	\$ 5,107.52
2021	\$3,350.94	\$0.00	\$33,387.54	\$3,980.13	\$3,980.13	\$0.00	\$ 9,087.65
2022	\$3,081.52	\$0.00	\$36,469.06	\$3,391.29	\$3,391.29	\$0.00	\$ 12,478.94
2023							
2024							
2025							
2026							
	\$49,499.15	\$12,327.91		\$68,390.58	\$68,390.58	\$56,173.95	

This Capital Improvements Element Annual Update has been prepared based on the rules and regulations pertaining to impact fees in Georgia, as specified by the *Development Impact Fee Act* (DIFA) and the Department of Community Affairs (DCA) documents *Development Impact Fee Compliance Requirements and Standards and Procedures for Local Comprehensive Planning*. These three documents dictate the essential elements of an Annual Update, specifically the inclusion of a financial report and a schedule of improvements.

According to DCA's Compliance Requirements, the Annual Update:

"must include: 1) the Annual Reporting impact fees required under O.C.G.A. 36-71-8; and 2) a new fifth year schedule of improvements, and any changes to or revisions of previously listed CIE projects, including alterations in project costs, proposed changes in funding sources, construction schedules, or project scope." (Chapter 110-12-2-.03(2)(c))

This Annual Update itself is based on The County of Lee *Capital Improvements Element*, as amended by the County in December 13 of 2011.

Lee County, GA

Financial Report

The Financial Report included in this document is based on the requirements of DIFA, specifically:

"As part of its annual audit process, a municipality or county shall prepare an annual report describing the amount of any development impact fees collected, encumbered, and used during the preceding year by category of public facility and service area." (O.C.G.A. 36-71-8(c))

The required financial information for each public facility category appears in the main financial table (page 2); each of the public facility categories has a single, county-wide service area. The status of all impact fee projects, by public facility category, is shown on the tables on pages 3, 4 and 5.

The County's fiscal year runs from July 1 to June 30.

Schedule of Improvements

In addition to the financial report, the County has prepared a five-year schedule of improvements—a community work program (CWP)—as specified in DCA's Compliance Requirements (Chapter 110-12-2-.03(2)(c)), which states that local

governments that have a CIE must "update their entire Short Term [i.e., Community] Work Programs annually."¹

According to DCA's requirements², the CWP must include:

- A brief description of the activity;
- Legal authorization, if applicable;
- Timeframe for undertaking the activity;
- Responsible party for implementing the activity;
- Estimated cost (if any) of implementing the activity; and,
- Funding source(s), if applicable.

All of this information appears in the Community Work Program portion of this document, beginning on page 6.

¹ Note that DCA's Compliance Requirements specify that the work program is to meet the requirements of Chapter 110-12-1-.04(7)(a), which is a reference to the work program requirements in a previous version of the *Standards and Procedures for Local Comprehensive Planning*. The correct current description is found at Chapter 110-12-1-.04(2)(b)1.

² Chapter 110-12-1-.03(3).

LEE COUNTY SHORT TERM WORK PROGRAM 2023-2027

Community Facilities						
Activity	Timeline	Responsible Party	Cost	Estimate	Funding Source	Current Status/ Remarks
1. Prepare and implement a five year master plan of all county government offices and outside agencies to include facilities, personnel, and equipment.	2023-2027	Lee County		Staff Time	General Fund	On-Going, In-Progress
2. Ensure future improvements to water and treatment facilities that promote balanced and efficient growth and maximizes the use of existing facilities.	2023-2027	Lee County Board of Commissioners, Lee County Utilities Authority	\$10,000,000.00		Utilities Authority Revenue (25%) State and Federal Loans (10%) CDBG (60%) SPLOST (5%)	Awaiting word on two grants that have been submitted for the purpose expanding water infrastructure, including a well and tank
3. Implement a plan to discourage developments with septic systems and private treatment systems in dense developments or near environmentally sensitive areas.	2023-2027	Lee County	Staff Time	Hard Cost TBD	General Fund	On-Going review of ordinances; In-Progress
4. Library collections materials purchase for four (4) library branches	2023-2027	Lee County Board of Commissioners, Library Board of Trustees	\$400,000.00		Impact Fees (75%) General Fund (25%)	On-Going; In-Progress
5. New Multi-Purpose Recreation Facility located at 231 State Route 3 (100 acres purchased), planning and development of park including trail, pavilions, and boat ramp to be installed by DNR.	2023-2027	Lee County		Cost TBD	Impact Fees (30%) SPLOST (10%) Federal and State Grants (50%) General Fund (10%)	Committee formed in 2021, with discussions and planning ongoing; trails (0.75 miles), pavillion with picnic area, and kayak launch open to the public; agreement renewed 01/11/2022 with GDNR to install boat ramp
6. Determine feasibility and Implement a plan to provide safe pedestrian and bicycle facilities network.	2023-2027	DARTS, Lee County		Staff Time	T-SPLOST (50%) SPLOST (25%) GDOT (25%)	On-Going, In-Progress
7. With partners and developers, plan, design, and construct the Lee County Medical Center and adjoining medical facilities and other commercial development opportunities.	2023-2027	Lee County		TBD	Public-Private Partnerships	Financial planning agreements signed by the Lee County Development Authority (property owner) and Lee County Board of Commissioners for roads and water/sewer/ stormwater infrastructure
8. Design and construct 2 new roads to support Lee County Medical Center and adjoining medical facilities and other commercial development opportunities.	2023-2027	Lee County		TBD	T-SPLOST (50%) SPLOST (30%) General Fund (20%)	Financial planning agreements, dated 10/25/22, signed by the Lee County Development Authority (property owner) and Lee County Board of Commissioners for roads and water/ sewer/ stormwater infrastructure
9. Maintain full-time GIS staff and technology to provide current tax parcel, zoning and other relevant data for daily operations and reporting requirements.	2023-2027	Lee County	\$350,000.00		SPLOST	County currently maintains full-time GIS staff; Pictometry software will be implemented in 2023
10. Upgrade telecommunications equipment to mitigate/resolve cyber security risks.	2023-2027	Lee County	\$225,000.00		SPLOST	County has upgraded servers and implemented new policies to mitigate security risks
11. Upgrade telecommunications equipment to increase Public Safety communications	2023-2027	Lee County	\$450,000.00		SPLOST (50%) General Fund (50%)	In-Progress; New radio equipment purchased from Motorola; New telecommunications tower to be constructed in Northern Lee County
12. Partner with vendors to provide Broadband internet access to those citizens in areas of the county in most need.	2023-2027	Lee County	\$25 million		Grant (50%) Windstream Partnership (40%) General Fund (5%) ARPA Funds (5%)	Resolution signed 05/24/2022; Windstream to provide broadband to unserved and underserved citizens by 2024; Kick Off Event held 06/22/2022; citizens may apply for services; Build Agreement between Lee County and Windstream in preparation to be signed December 2022; Broadband Ready recertification completed 11/01/2022

13. Partner with vendors to expand water and sewer resources for future residential and commercial developments.	2023-2027	Lee County Board of Commissioners, Lee County Utilities Authority	\$7,464,195.00	Grant	Completed water extension infrastructure project to WGM business utilizing ARPA funds.
14. Provide infrastructure improvements (water system and street improvements) to the Palmyra Mobile Home Park.	2023-2027	Lee County	\$569,284.00	Grant (82%) T-SPLIST (18%)	Utilities Authority has approved the Utility Easements, the final design has been completed; the bid for construction of the project awarded 10/11/2022.

Natural and Cultural Resources

Activity	Years	Responsible Party	Cost Estimate	Funding Source	Update
1. Design scenic gateway features at the road entrances into the county.	2023-2027	Lee County	\$50,000.00	General Fund (10%) Grants (90%)	Welcome sign erected at the entrance of the County on major roadways that include faces and signature of well-known Lee Countians
2. Develop and improve canoe and kayak boat ramps; install wayfinding signage; improve water safety and rescue with installation of mile markers on Kinchafoonee Creek, Muckalee Creek and Flint River	2023-2027	Lee County	TBD	DNR & State Grants 90%) General Fund (5%) SPLOST(5%)	Mile markers installed along the Kinchafoonee and Muckalee Creeks; various scout projects aimed at bettering the creeks and boat landings include duck boxes, picnic tables, and message boards



LEE COUNTY

Life Works Well Here

PUBLIC NOTICE

A public hearing shall be held at the Opal Cannon Auditorium in the T. Page Tharp Governmental Building, located at 102 Starksville Avenue North in Leesburg, on Tuesday, November 8, 2022 at 6:00pm before the Lee County Board of Commissioners. The Board will consider a resolution transmitting a draft Capital Improvements Element Annual Update to the Southwest Georgia Regional Commission for regional review pursuant to the Georgia Planning Act of 1989.

Media Notified: 10/27/2022

Posted on Website and Official Board: 10/27/2022

Published in Legal Organ: 11/02/2022

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

Chairman
Billy Mathis
District 3

Vice-Chairman
John Wheaton
District 1

Commissioner
Luke Singletary
District 2

Commissioner
District 4

Commissioner
George Walls
District 5

County Manager
Christi Dockery

County Attorney
Jimmy Skipper

102 Starksville Avenue North
Leesburg, Georgia 31763



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

www.lee.ga.us

[Board of Commissioners](#)
[Meeting Agendas & Minutes](#)
[Public Notices](#)
[Bids & RFPs](#)
[Career Opportunities](#)
[Volunteer Boards](#)
[County Codes](#)
[GIS Maps](#)
[Links](#)
[Property Records](#)
[Pay Bills Online](#)
[Adopt a Pet](#)
[Parks & Recreation](#)
[Lee County Sheriff's Office](#)
[Lee County Medical Center](#)
[Chamber of Commerce](#)
[Human Trafficking Notice](#)
[Follow us on Facebook](#)

Public Notices

Public Hearing

A public hearing shall be held at the Opal Cannon Auditorium in the T. Page Tharp Governmental Building, located at 102 Starksville Avenue North in Leesburg, on Tuesday, November 8, 2022 at 6:00 pm before the Lee County Board of Commissioners. The Board will consider a resolution transmitting a draft Capital Improvements Element Annual Update to the Southwest Georgia Regional Commission for regional review pursuant to the Georgia Planning Act of 1989.

[Regarding 2022 Property Tax Bills](#)

[Business License Renewal](#)

[November 8, 2022 General/Special Election Daily Ballot Counts](#)

[November 8, 2022 General/Special Election Information](#)

[Risk Limiting Audit](#)

[GDOT Liberty Expressway Press Release](#)

[Watering/Irrigation Restriction Notice](#)

[Lee County Awarded Grant from ACCG](#)

[Kinetic Fiber Provided by Windstream](#)

[2021 Consumer Confidence Reports](#)

[Georgia Rental Assistance Program](#)

[Georgia Burn Notification Law Changes](#)

[Broadband Ready Community Designation](#)

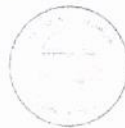
[Southwest Georgia Public Health](#)

[Flood Extent Mapping for Creeks](#)

[Mile Markers](#)



Lee County Board of Commissioners
 102 Starksville Avenue North
 Leesburg, Georgia 31763
 (229) 759-6000



© Lee County, Georgia
 All Rights Reserved
[Sitemap](#) | [WebMail](#)



Public Notice

A public hearing shall be held at the Opal Cannon Auditorium in the T. Page Tharp Governmental Building, located at 102 Starksville Avenue North in Leesburg, on Tuesday, November 8, 2022 at 6:00 p.m. before the Lee County Board of Commissioners. The Board will consider a resolution transmitting a draft Capital Improvements Element Annual Update to the Southwest Georgia Regional Commission for regional review pursuant to the Georgia Planning Act of 1989.

John Sumner Chapter CDXVIIC And Pierre Robert Chapter DAC Hold Combined Meeting

Special to the Ledger
Recently the John Sumner Chapter Colonial Dames 17th Century, and the Pierre Robert Chapter Daughters of the American Colonists had a combined meeting at B. J.'s Country Buffet in Albany. There were 18 members and guests present.

Sandi Driskill, Regent of the Pierre Robert

rising, but instead to the Creek Indians having an uprising. Mary King Givens gave the National Defense report.

Regent Driskill introduced Daughters of the American Colonists State Regent Karen Griffin from Lawrenceville, Georgia. Karen was originally a member of the Pierre Robert Chapter DAC and retains an



Karen Griffin



MEMORANDUM LEE COUNTY BOARD OF COMMISSIONERS

TO: Honorable Board of County Commissioners
SUBJECT: LMIG Road Projects RFP
MEETING DATE: Tuesday, December 13, 2022

MOTION/RECOMMENDATION

Motion to award the bid for the 2023 LMIG Road Projects. Staff recommends awarding the bid to Reeves Construction Company, the lowest responsive bidder, for a total cost of \$1,977,781.35.

BACKGROUND

The Georgia Department of Transportation (GDOT) maintains the Local Maintenance & Improvement Grant (LMIG) Program, which is a grant program designed to aid in the maintenance and improvements of roadways. The amount of funding is determined based on the total centerline road miles and the total population of the county as compared with the total centerline road miles and total population of the State of Georgia, with a required local match.

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. 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.

An RFP was published for the resurfacing of the following, or portions of the following, roadways: **Lumpkin Road West, Quail Street, Northwood Drive, Stanley Street, Cannon Drive, Balmoral Drive, Elgin Court, Montrose Drive, Brittany Lakes Drive, Fairethorne 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.**

Sealed written bids were accepted from qualified vendors for the 2023 LMIG Road Projects. All bids were opened during a public bid opening at Tuesday, December 13, 2022 at 10:05am in the Opal Cannon Auditorium of the T. Page Tharp Governmental Building.

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

Oxford Construction Company	\$1,980,104.30
Reeves Construction Company	\$1,977,781.35

ATTACHMENTS

Recommendation from Brent Davis, Reliable Engineering, LLC
Plan Holder List

December 13, 2022

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

RELIABLE ENGINEERING

RE: **ROAD RESURFACING SERVICES: 2023 LMIG
LEE COUNTY BOARD OF COMMISSIONERS
RELIABLE ENGINEERING PROJECT #: 22-012**

Ms. Dockery:

The bid opening for the construction of the above project was held on Tuesday, December 13th, 2022 at 10:00 A.M. in the Board of Commissioners Meeting Chamber in accordance with the Invitation to Bid.

The following people were in attendance:

Brent Davis
Joey Tanner
Jay Griffith
Christi Dockery

Reliable Engineering
Reeves Construction Company
Oxford Construction Company
Lee County

Two (2) bids were received and, at said place and time, were opened and read aloud. A copy of the bid tabulation showing the bids is attached.

The bids were:

Reeves Construction Company	\$1,977, 781.35
Oxford Construction Company	\$1,980,104.30

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

It is my recommendation that Lee County award the project to the low bidder, Reeves Construction Company, for the amount of \$1,977,781.35 (One Million, Nine Hundred Seventy-Seven Thousand, Seven Hundred Eighty-One Dollars and 35/100).

Sincerely,

RELIABLE ENGINEERING, LLC



Brent Davis
Project Engineer

RELIABLE ENGINEERING

Plan Holder List For: Road Resurfacing Services: 2023 LMIG
 R.E. Project #: 22-012 Owner: Lee County BOC
 Time: 10:00 A.M. Bid Date: December 13th, 2022
 Deposit: N/A Location: 102 Starkville Ave. North
 Estimated Cost: \$2,200,000 Leesburg, Ga 31763

Holder	Name / Phone / Email	Date Received	Bid Amount
1	Oxford Construction Jay Griffith		\$1,980,104.30
2	Reeves Construction Don Deriso		\$1,977,781.35
3			
4			
5			
6			
7			

RESOLUTION OF THE BOARD OF COMMISSIONERS OF LEE COUNTY, GEORGIA TO ACTIVATE A HOSPITAL AUTHORITY FOR LEE COUNTY; TO DECLARE THAT THERE IS A NEED FOR A HOSPITAL AUTHORITY TO FUNCTION IN LEE COUNTY; TO PROVIDE FOR THE METHOD OF APPOINTMENT OF THE INITIAL MEMBERS OF THE HOSPITAL AUTHORITY BY THE GOVERNING BODY OF LEE COUNTY; TO PROVIDE FOR MEMBERS OF THE AUTHORITY, THE ORGANIZATION OF THE AUTHORITY, AND RULES AND REGULATIONS WITH RESPECT TO THE AUTHORITY; TO PROVIDE FOR THE RESCISSION OF CONFLICTING RESOLUTIONS OF THE GOVERNING BODY OF LEE COUNTY; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR OTHER MATTERS

WHEREAS, under O.C.G.A. §31-7-72(a), a Hospital Authority for Lee County was created as a public body corporate and politic to be known as the "Hospital Authority of Lee County"; and

WHEREAS, under O.C.G.A. §31-7-72, in order for such Hospital Authority to transact any business or exercise any powers under state law, the governing body of Lee County is required to adopt a Resolution activating such Authority for Lee County; and

WHEREAS, the governing body of Lee County has determined that there is a need for a Hospital Authority to function in Lee County; and

WHEREAS, the purpose of this Resolution is to activate the Hospital Authority of Lee County in accord with Georgia law.

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

1. That the Hospital Authority of Lee County is hereby activated to function in Lee County by the governing body of Lee County as authorized pursuant to O.C.G.A. § 31-7-72(a).
2. That the governing body of Lee County hereby determines that there is a need for a Hospital Authority to function in Lee County.
3. That the Hospital Authority shall consist initially of a Board of five members to be appointed by the governing body of Lee County for staggered terms. The Hospital Authority shall be a public corporation which shall constitute a public body corporate and politic as authorized under Hospital Authority's law as codified in O.C.G.A. § 31-7-70, et seq. With respect to the members appointed to the Board of the Hospital Authority, two members shall be appointed for initial terms of three years, two members shall be appointed for initial terms

of two years, and one member shall be appointed for an initial term of one year. Thereafter, all members shall be appointed for terms of three years. If at the end of any term of office a successor has not been appointed, the member whose term of office has expired shall continue to hold office until a successor is appointed. The persons to be appointed by the governing body of Lee County as the initial members of the Board of the Hospital Authority shall be appointed by such governing body by separate Resolution.

4. All members of the Hospital Authority Board shall be residents of Lee County. The members shall elect one of their members as Chair and another as Vice-Chair and shall also elect a Secretary/Treasurer who may, but need not be, a member of the Board of the Hospital Authority. The members of the Board of the Hospital Authority shall receive no compensation for their services, either as members or as employees of the Hospital Authority, but may be reimbursed for their actual expenses incurred in the performance of their duties, or, in the alternative, the members may elect to be reimbursed for such expenses on a per diem basis in an amount in an amount not the exceed the maximum amount authorized by O.C.G.A. § 31-7-74 from time to time. As authorized by O.C.G.A. §31-7-74, the Board of the Hospital Authority shall make rules and regulations for the governance of the Authority and may delegate to one or more of its members, officers, agents, or employees such powers and duties as may be deemed necessary and proper.

5. All members of the Authority shall be required to comply with the provisions of O.C.G.A. §31-7-74.1 relating to the disclosure of conflicts of interest and prohibited transactions with respect to a member of the Hospital Authority.

6. Each member appointed as a member of the Board of the Hospital Authority shall take the oath of office as required by O.C.G.A. § 31-7-74.2 prior to the commencement of such persons duties as a Board member of the Hospital Authority.

7. The "area of operation" of the Hospital Authority shall be as defined and established pursuant to O.C.G.A. § 31-7-71(1).

8. The Board of the Hospital Authority shall have the functions and powers as provided in O.C.G.A. § 31-7-75, as now existing or as hereafter amended. The Hospital Authority shall comply with all of the requirements of the Hospital Authority's law, codified at O.C.G.A. 31-7-70.

9. Copies of this Resolution, and copies of any Resolution adopted by the governing authority of Lee County providing for filling vacancies in the membership of the Board of the Authority or making any changes in membership to such Board, shall be filed with the Department of Community Health as required by O.C.G.A. § 31-7-72(a).

BE IT FURTHER RESOLVED that this Resolution shall become effective upon the date of its adoption by the governing body of Lee County.

BE IT FURTHER RESOLVED that any resolutions or parts of resolutions in conflict herewith are hereby rescinded.

SO RESOLVED, effective this _____ day of _____, 2022.

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

By: _____
Billy Mathis, Chairman

Attest: _____
Kaitlyn Good, Clerk

**AN ORDINANCE TO AMEND CHAPTER 58, ARTICLE III, SECTION 58-86
OF THE CODE OF ORDINANCES OF LEE COUNTY RELATED TO APPROVAL
OF MINOR SUBDIVISIONS AND PLAT REQUIREMENTS WITH RESPECT
TO SUCH MINOR SUBDIVISIONS; TO PROVIDE FOR REVISIONS TO THE
PLAT REQUIREMENTS FOR MINOR SUBDIVISIONS; TO PROVIDE FOR
AN EFFECTIVE DATE; TO PROVIDE FOR REPEAL OF CONFLICTING
ORDINANCES; AND FOR OTHER PURPOSES**

BE IT ORDAINED by the Board of Commissioners of Lee County, Georgia, and it is hereby ordained by authority of the same, that Chapter 58, Article III, Section 58-86 related to improvement of minor subdivisions within the unincorporated area of Lee County is hereby amended in the following manner:

Sec. 58-86. – Approval of minor subdivisions.

(a) An applicant requesting approval of a proposed minor subdivision shall submit to the planning department ten copies of the plat and legal description, or such other number as the planning director deems necessary, together with a completed application form and the stipulated fee. The plat shall conform to the following requirements:

(1) All minor subdivision plats shall meet the land development and road and drainage standards of the county as outlined in chapter 70, chapter 38, and this chapter.

(2) The minor subdivision plat shall be at a scale no smaller than 200 feet to the inch, unless otherwise approved by the county planner, and prepared by a land surveyor registered in the state.

(3) The minor subdivision plat shall be drawn in ink or by computer printer on sheets no larger than 18 inches by 24 inches unless otherwise approved by the planning director.

(4) The minor subdivision plat and accompanying documentation shall show all existing conditions and shall show all proposals, including the following:

- a. Proposed subdivision name or identifying title.
- b. Name of owner of tract or his authorized agent, if any, and the signature and declaration of ownership of the owner.
- c. The names of all owners of all adjacent unplatted land.

- d. Reference to recorded subdivision plats of adjoining platted land by record names.
- e. Vicinity map at a scale of not less than one inch equals one mile showing the relationship of the proposed subdivision to surrounding development. The scale of the vicinity map should be shown as well as the north arrow of the vicinity map.
- f. Names and right-of-way width of all roads and other rights-of-way; and similar data for alleys, if any.
- g. Location, dimensions and purpose of easements.
- h. Lot lines, lot numbers (consecutively numbered), lot sizes (to the nearest thousandth of an acre), and the area in parks, etc.
- i. If requested by the planning staff, topographic maps of all land subdivided the scale and contour interval to be determined by the planning staff (separate map from recording plat).
- j. Minimum building setback lines of all residential lots and all other lots smaller than five acres.
- k. Numerical scale, graphic scale, north arrow, and date of plat.
- l. All elevations based on sea level datum.
- m. Pertinent soil data, if required by the county health department where the subdivision is not to be served by the community sewerage system. (Separate map from recording plat.)
- n. Legal description of the platted area.
- o. Primary control points and benchmarks with necessary descriptions and locations of such control points, including all dimensions, angles, bearing and similar data necessary for proper location.
- p. Accurate dimensions, bearings or deflection angles, radii and area and central angle of all curves of all lots, tracts, right-of-way lines of streets, easements or other right-of-way.

- q. Purpose for which sites, other than residential lots, are dedicated or reserved.
- r. Location and description of monuments.
- s. Reference to recorded subdivision plats of adjoining platted land by record names and number.
- t. Certification by a land surveyor registered in the state to the accuracy of the survey and minor subdivision plat.
- u. The location of all areas within the 100-year floodplain as determined by the manager of development services.
- v. Acreage of total area to be subdivided.
- w. A square box 3x3 inches shall be placed in the upper left-hand corner of the map or plat.
- x. Location of apparent encroachments and observed evidence of human burials or cemeteries.
- y. A statement of the type of equipment used to obtain the linear and angular measurements used in the preparation of the map or plat, or the proper notations required by Rule 180-7-.09 of the State of Georgia Technical Standards for Property Surveys when GPS equipment is used in performing the survey.
- z. The names of adjacent property owners on all lines, along with a notation as to what documents were reviewed for each adjacent property as required by Rule 180-7-.02(1)(a) of the Georgia Technical Standards for Property Surveys. Such notation may be the deed book and page of the record title description, recorded plats, or other documents or surveys that were obtained through the course of the survey. In cases where the adjacent property is a recorded subdivision, it is sufficient to state the name, phase (if applicable), and recording information of the subdivision plat, along with lot lines and lot numbers. (A title search is not required for this.)

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

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

SO ORDAINED, effective this _____ day of _____, 2022.

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

By: _____
Billy Mathis, Chairman

Attest: _____
Kaitlyn Good, County Clerk

ACTION TAKEN

FIRST READING: _____

SECOND READING: _____

DATE OF ADOPTION: _____

**AN ORDINANCE TO AMEND CHAPTER 58, ARTICLE IV, SECTION 58-122
OF THE CODE OF ORDINANCES OF LEE COUNTY RELATED TO APPROVAL
OF MAJOR SUBDIVISIONS AND PLAT REQUIREMENTS WITH RESPECT
TO SUCH MAJOR SUBDIVISIONS; TO PROVIDE FOR REVISIONS TO THE
PLAT REQUIREMENTS FOR MAJOR SUBDIVISIONS; TO PROVIDE FOR
AN EFFECTIVE DATE; TO PROVIDE FOR REPEAL OF CONFLICTING
ORDINANCES; AND FOR OTHER PURPOSES**

BE IT ORDAINED by the Board of Commissioners of Lee County, Georgia, and it is hereby ordained by authority of the same, that Chapter 58, Article IV, Section 58-122 related to improvement of major subdivisions within the unincorporated area of Lee County is hereby amended in the following manner:

- (a) At the time a preliminary plat is submitted for review by the planning director, the developer shall complete the preliminary plat checklist, which will guarantee that all the requirements and conditions set forth in subsection (e) of this section have been met or complied with to the best of the applicant's knowledge. If the developer is unable to meet or comply with any of the requirements and conditions set forth on the checklist, all requirements or conditions not met or complied with must be fully explained in writing at the time the plat is submitted. If the developer fails to complete the checklist, or fails to offer justifiable reasons in writing (as determined by the planning director) for not meeting or complying with all the requirements or conditions set forth on the checklist, the preliminary plat will not be considered for review by the planning director.
- (b) All preliminary plats shall conform as close as possible to the land development regulations of the county as defined in this chapter, chapter 70 and chapter 38.
- (c) The preliminary plat shall be at a scale no smaller than 200 feet to the inch unless otherwise approved by the planning director and prepared by a registered land surveyor.
- (d) The preliminary plat shall be drawn in ink or by computer on sheets no larger than 18 inches by 24 inches unless special conditions exist that require a larger plat and these conditions have been approved by the planning director.
- (e) The preliminary plat and accompanying documentation shall show all existing conditions and shall show all proposals, including the following:
 - (1) Proposed subdivision name or identifying title.

a. The E911 coordinator shall approve subdivision name.

b. Once preliminary subdivision approval has been granted the subdivision name shall not be changed until the preliminary approval has expired or has been withdrawn and a new preliminary application has been submitted.

(2) Name of the owner of the tract or his authorized agent, if any.

(3) The names of adjacent property owners on all lines, along with a notation as to what documents were reviewed for each adjacent property as required by Rule 180-7-.02(1)(a) of the Georgia Technical Standards for Property Surveys. Such notation may be the deed book and page of the record title description, recorded plats, or other documents or surveys that were obtained through the course of the survey. In cases where the adjacent property is a recorded subdivision, it is sufficient to state the name, phase (if applicable), and recording information of the subdivision plat, along with lot lines and lot numbers. (A title search is not required for this.)

(4) The names of all adjacent subdivisions.

(5) A vicinity map showing the relationship of the proposed subdivision to surrounding development. The scale of the vicinity map as well as the north arrow of the vicinity map shall be shown.

(6) Names and right-of-way width of all rights-of-way.

a. The E911 coordinator shall approve road names.

b. Once preliminary subdivision approval has been granted and road names approved by the E911 coordinator road names shall not be changed until the preliminary approval has expired or has been withdrawn and a new preliminary application has been submitted.

(7) Location of utility and other types of easements.

(8) Lot lines, lot numbers (consecutively numbered), lot sizes (to the nearest one-tenth of an acre), and the area in parks, jointly owned public space, or greenspace. Once preliminary subdivision approval has been granted, the areas set aside for parks, jointly owned public space, and greenspace shall not be changed until the preliminary approval has expired under this Code or until the preliminary approval application has been withdrawn and a new preliminary approval application has been submitted.

- (9) If requested by the planning director, topographic maps of all land subdivided, the scale and contour level to be determined by the planning director (separate maps from recording plat).
- (10) Minimum building setback lines on all residential lots and all other tracts smaller than five acres, front, rear and sides.
- (11) Numerical scale, graphic scale, north arrow, date.
- (12) Pertinent soil data shall be shown, if required by the county sanitarian, where the subdivision is not to be served by a public sewerage system (separate maps from recording plat).
- (13) All elevations based on a sea level datum.
- (14) A showing of compliance with the flood damage control ordinance, chapter 38, article X.
- (15) Acreage (to the nearest tenth of an acre) of total area to be subdivided.
- (16) A square box 3x3 inches shall be placed in the upper left-hand corner of the map or plat.
- (17) Location of apparent encroachments and observed evidence of human burials or cemeteries.
- (18) A statement of the type of equipment used to obtain the linear and angular measurements used in the preparation of the map or plat, or the proper notations required by Rule 180-7-.09 of the State of Georgia Technical Standards for Property Surveys when GPS equipment is used in performing the survey.

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

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

SO ORDAINED, effective this ____ day of _____, 2022.

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

By: _____
Billy Mathis, Chairman

Attest: _____
Kaitlyn Good, County Clerk

ACTION TAKEN

FIRST READING: _____

SECOND READING: _____

DATE OF ADOPTION: _____

**AN ORDINANCE TO AMEND ARTICLE VI, SECTION 38-244(c)(18)
SO AS TO PROVIDE FOR AN AMENDMENT WITH RESPECT TO EROSION,
SEDIMENTATION AND POLLUTION CONTROL;
TO PROVIDE THAT CONSTRUCTION SITE OPERATORS ARE REQUIRED TO
CONTROL WASTE AT A CONSTRUCTION SITE;
TO PROVIDE FOR AN EFFECTIVE DATE; TO PROVIDE FOR REPEAL OF
CONFLICTING ORDINANCES; AND FOR OTHER PURPOSES**

BE IT ORDAINED by the Board of Commissioners of Lee County, Georgia, and it is hereby ordained by authority of the same that Article VI, Section 38-244(c) is hereby amended by adding a new subsection thereto, to be known as subsection (18) which shall provide as follows:

(18) Construction site operators shall control waste at the construction site, such as discarded building materials, concrete truck washout, chemicals, litter and sanitary waste.

BE IT FURTHER ORDAINED that this provision shall be applicable to all construction sites in existence as of the effective date of this Ordinance and thereafter.

BE IT FURTHER ORDAINED that this ordinance shall become effective as of the date and time of its adoption by the governing body of Lee County.

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

SO ORDAINED, effective this 13th day of December, 2022.

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

By: _____
Billy Mathis, Chairman

Attest: _____
Kaitlyn Good, County Clerk

ACTION TAKEN

FIRST READING: _____

SECOND READING: _____

DATE OF ADOPTION: _____

AN ORDINANCE TO AMEND CHAPTER 6 OF THE CODE OF ORDINANCES OF LEE COUNTY, RELATING TO THE SALE AND CONSUMPTION OF ALCOHOLIC BEVERAGES; TO PROVIDE FOR THE DEFINITION OF PACKAGE STORE; TO PROVIDE FOR LICENSING OF PACKAGE STORE SALES OF DISTILLED SPIRITS; TO PROVIDE FOR LICENSE FEES FOR THE LICENSURE OF PACKAGE STORES IN THE UNINCORPORATED AREA OF LEE COUNTY; TO PROVIDE FOR LICENSE FEES WITH RESPECT TO THE LICENSURE OF PACKAGE STORES IN THE UNINCORPORATED AREA OF LEE COUNTY; TO PROVIDE FOR APPLICATION FEES WITH RESPECT TO THE LICENSURE OF PACKAGE STORES IN THE UNINCORPORATED AREA OF LEE COUNTY; TO PROVIDE FOR REGULATION OF LICENSED PACKAGE STORES IN LEE COUNTY; TO PROVIDE FOR APPROVED LOCATIONS FOR PACKAGE SALES; TO PROVIDE FOR AN EFFECTIVE DATE; TO PROVIDE FOR REPEAL OF CONFLICTING ORDINANCES, AND FOR OTHER PURPOSES

BE IT ORDAINED that Chapter 6, Article I, Section 6-2, relating to definitions under the Lee County Alcoholic Beverages Ordinances is hereby amended by adding thereto a new definition to be known as Package Sales as follows:

Package Sales: The sale of bottles, cans, kegs, barrels, or other original consumer containers containing alcoholic beverages by licensed package stores within the unincorporated area of Lee County.

BE IT FURTHER ORDAINED that Chapter 6, Article II, Section 6-26(c)(1), relating to the licensing of alcoholic beverage sales under the Lee County Alcoholic Beverage Code, is hereby amended by adding thereto the following:

(a) *Required.* It shall be unlawful for any person to sell or offer to sell any alcoholic beverages within the county except under a valid license issued under this chapter and in compliance with the provisions of this chapter.

(b) *Pay schedule.* License fees shall be payable in advance for an entire year beginning January 1 and ending December 31 of the same year. If an initial license fee is paid after January 1, the license fees shall be prorated on a monthly basis for each month or portion of a month left between the date of payment and December 31. The suspension or revocation of any license granted pursuant to this article shall not entitle the licensee to a return of any portion of the license fee.

(c) *License fee.* Classes of licenses issued under this chapter, activities permitted and regulated thereunder, and the annual license fees shall be as follows:

(1) Retail off-premises licenses:

a. Retail sales for off-premises consumption of malt beverages \$375.00

b. Retail sales for off-premises consumption of wine \$375.00

c. Retail sales for off-premises consumption of distilled spirits by licensed package stores... \$5,000.00

(2) Retail consumption on-the-premises licenses:

a. Pouring license for malt beverage only on the premises \$375.00

b. Pouring license for wine only on the premises \$375.00

c. Pouring license for consumption of distilled spirits only on the premises \$1,500.00

d. Pouring license for retail sale of distilled spirits, wine and malt beverages by the drink \$3,000.00.

(3) Wholesale licenses:

Resident wholesale dealer's license: Wholesale of distilled spirits, wine, and malt beverages by a wholesale dealer having a place of business in the county \$1,000.00

(d) *Application fees.* Each application for a license under this Chapter shall be accompanied by a nonrefundable application fee in the following amount:

(1) Sale for off-premises of package malt beverages and wine license \$75.00

(2) Consumption on-the-premises pouring license for distilled spirits, beer, and wine..... \$150.00

(3) Package stores for the sales of distilled spirits..... \$200.00

(c) *Payment of fees.* All application fees for license applicants shall be paid at the time the application is filed and shall not be refunded. All license fees shall be paid upon approval of the license application and no license shall be issued until the payment of all application license fees.

BE IT FURTHER ORDAINED that Chapter 6, Article II, Section 6-28 related to licensee qualifications for the sale of alcoholic beverage under the Lee County Alcoholic Beverage Code is hereby amended so as to provide as follows:

(a) A licensee must be at least 21 years of age, of good moral character, and a citizen of the United States or a legal resident of the United States; provided, however, that any license issued to a person who is a legal resident of the United States shall only be valid during the

term of such person's legal residency, and if such legal residency status is lost, revoked, or terminated, then such license shall be deemed revoked as of the date of loss of such legal residency status by the licensee.

(b) A licensee shall not have been convicted within the past five years of any felony, any misdemeanor involving moral turpitude, or any other misdemeanor involving a violation of county alcohol ordinances within the past two years. This subsection shall apply with respect to the laws of this state, other states, the United States, and other countries. A plea of nolo contendere or the forfeiture of a bond shall be considered a conviction for purposes of this subsection. The county building official may recommend the waiver of the conviction of a misdemeanor for purposes of this subsection if the county building official determines that the misdemeanor does not have a bearing on the applicant's fitness for a license, subject to the approval of the board of county commissioners at the time the license is issued.

(c) A licensee shall not have been denied or had revoked, within the 12 months immediately preceding his application, any license to sell alcoholic beverages issued by any governmental entity.

(d) A licensee shall be the owner of the premises to be licensed or the holder of a lease thereon for substantially the same period to be covered by the license.

(e) No license for the sale of alcoholic beverages by the drink for consumption on the premises shall be issued to any applicant for a location or facility that does not meet the requirements of a private club, restaurant or country club as defined in this chapter.

(f) No person, group, or entity with similar members, including family members, shall have an interest in more than two (2) licenses for the package sale of distilled spirits issued by the County.

BE IT FURTHER ORDAINED that Chapter 6, Article II, Section 6-29(a)(7) is hereby amended by adding thereto the following:

(a) Application for a license for the retail sale of wine, malt beverages, and the sale of distilled spirits by the package of off-premise consumption in the county shall be filed with the county building official upon forms prescribed by the county and made available at the county administration building. The application shall be subscribed by the application under oath and fully completed and executed. At a minimum, the applicant shall be required to provide the following information with the application:

(1) The employment history for the previous five years of the applicant, its chief operating officers or partners, including names and addresses of previous employers, places of doing business, and experience in the field for which the applicant seeks an alcoholic beverage license;

(2) Proof of liability insurance in the amount of \$100,000.00, and worker's compensation insurance where applicable, effective for at least one year from the date of application;

(3) Written consent for the county to receive the criminal history of the applicant (the chief operating official and partners in the case of firms, corporations, or partnerships);

(4) Permanent address and phone number for the person making the application;

(5) A photograph of the applicant or chief operating officers or partners of the entity making the application;

(6) Whether the applicant seeks permission to sell alcohol for consumption on the premises; and

(7) Applications for the package sale of distilled spirits shall also include a notation of the distance in feet to the closest licensed retail package license for the retail package sale of distilled spirits.

BE IT FURTHER ORDAINED that Chapter 6, Article II of the Alcoholic Beverage Code is amended by adding a new Code Section, to be known as Chapter 6, Article II, Sec. 6-29.1 which shall provide as follows:

Sec. 6-29.1 - Time for Commencement of Business of Licensed Package Store.

All holders of licenses for package sale of distilled spirits shall within nine (9) months after the issuance of said license open the licensed establishment referred to in said license. Upon written request of the license holder with due cause shown, the County Manager shall be authorized to grant an extension for up to six (6) months of the opening deadline provided herein. No additional extensions shall be permitted without the approval of the Board of Commissioners. If the license holder fails to open the licensed establishment or receive an extension, the license shall be cancelled and all fees forfeited.

BE IT FURTHER ORDAINED that Chapter 6 of the Code of Ordinances of Lee County is hereby further amended by adding a new Article thereto, to be known as Article X, which shall provide as follows:

ARTICLE X. – REGULATION OF PACKAGE SALES

Sec. 6-220. – Sale of package malt beverages and wine conducted in conjunction with other business.

No person shall be allowed to sell retail package malt beverages, or foreign and domestic wines unless the same be sold in conjunction with some other kind of business. This Section does not prohibit the sale of retail package malt beverages, or foreign and domestic wines in conjunction with package distilled spirits.

Sec. 6-221. – Physical requirements of applicant’s premises.

(a) No license shall be granted to a retailer under the provision of this Article, unless the front entrance to the premises is clearly visible from a public street; provided, however, that this restriction shall not apply where the licensee has a location in a shopping center or multiple-story business building.

(b) Where a building in which a retailer intends to operate under the provisions of this Article is at the time of the application for such license not in existence or not yet completed, license may be issued for such location provided the plans for the proposed building show clearly a compliance with the other provisions of this chapter. Notwithstanding the foregoing, nothing in the subsection shall be construed to waive the provisions of Sec. 6-29.1.

(c) No sales shall be made from such establishment until it has been completed in accordance with said plans and is in conformity with all of the other provisions of this chapter.

Sec. 6-222. – Sanitary regulations, immoral conduct, etc.; inspection and report by fire department.

(a) All licensed premises shall be kept clean and in proper sanitary condition and in full compliance with the provisions and regulations governing the condition of premises used for the storage and sale of food for human consumption as established by the board of health and any applicable County ordinances or regulations. It shall be unlawful to permit any disturbance of the peace, obscenity, or public indecency on the premises.

(b) All premises licensed hereunder shall conform at all times with all fire regulations of the county. The department shall, upon request of the County Manager, of his or her designee, inspect such premises and report its findings to the County Manager, or his or her designee.

Sec. 6-223. – Interior Visibility Required.

No screen, blind, curtain, partition, article or thing which shall prevent a clear view into the interior shall be permitted in the window or opening of any door of any retail package alcoholic beverage store, and no booth, screen, partition or other obstruction shall be permitted within the interior of any such store. Each such retail store shall be so lighted that the interior of the store is visible day and night.

Sec. 6-224. – Lighted electric advertising signs on distilled spirits, wine, or malt beverage establishments.

No licensee operating premises wherein package distilled spirits, wine, or malt beverages are sold shall operate lighted electrical signs or devices advertising such beverages except during the hours that such products are being offered for sale to the public.

Sec. 6-225. – Slot machines, etc., prohibited on premises.

(a) Except as otherwise permitted in this section, no retail licensee shall permit on such licensee's premises any slot machines, video games, mechanical music boxes, pinball machines or coin-operated amusement machines of any kind or character.

(b) Convenience stores, the primary purpose of which is the sale of food items, may utilize coin-operated amusement devices as provided by the section of this Code regarding the regulation and licensing of coin-operated amusement machines, provided all such machines shall be located in a separate room from the room in which package alcoholic beverages are stored or offered for sale.

Sec. 6-226. – Sale in poolrooms and billiard parlors prohibited.

It shall be unlawful to sell distilled spirits, malt beverages, and wine for off-premise consumption in poolrooms or billiard parlors.

Sec. 6-227. – License issuance for distilled spirits package sales – retail dealer building and inventory requirements.

(a) General regulatory licensing and procedures of distilled spirits package sales shall conform to Article I, Article II, and Article VI of Chapter 6 Alcoholic Beverages of the Lee County Code of Ordinances.

(b) No retail dealer license for the sale of distilled spirits shall be issued to any applicant whose building where the business will be conducted (a) is not "free standing" (i.e., is part of a larger building or structure) and (b) does not include a showroom with a minimum of 4,000 square feet and an additional storage area of at least 500 square feet. For distilled spirits retail dealers desiring to sell malt beverages and wine in addition to distilled spirits, at least an additional 500 square feet of showroom, and at least an additional 500 square feet of storage area is required over and above the minimum square feet for the establishment set forth above. For purposes of this ordinance, cooler space shall be considered storage area and spaces such as offices, mechanical rooms, janitorial rooms, breakrooms and bathrooms shall not be counted towards minimum square footage requirements.

(c) No retail license for the sale of distilled spirits by the package shall be granted under this chapter unless the premises to be licensed is, at the time the application is approved by the Board of Commissioners, located in C-1 (Neighborhood Commercial) and C-2 (General

Commercial) zoning districts as set forth in the Lee County Zoning Code subject to the specific limitations of such respective districts.

(d) No premises shall be licensed for the sale of distilled spirits by the package within the prohibited distances set forth in Section 6-56 of this Chapter.

(e) It shall be unlawful for any person to open or consume any alcoholic beverages on premises licensed for the sale of distilled spirits by the package.

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

BE IT FURTHER ORDAINED that this ordinance shall become effective, and retail package sale licenses may be applied for on or after January 1, 2023.

SO ORDAINED, effective this _____ day of December, 2022.

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

By: _____
Billy Mathis, Chairman

Attest: _____
Kaitlyn Good, County Clerk

ACTION TAKEN

FIRST READING: _____

SECOND READING: _____

DATE OF ADOPTION: _____

**RESOLUTION OF BOARD OF COMMISSIONERS OF LEE COUNTY, GEORGIA
TERMINATING A TEMPORARY MORATORIUM UPON THE ZONING,
PERMITTING, CONSTRUCTION, AND OPERATION OF PACKAGE STORES
IN UNINCORPORATED AREAS OF LEE COUNTY SCHEDULED TO EXPIRE
JANUARY 20, 2023, AND FOR OTHER PURPOSES**

WHEREAS, the Board of Commissioners of Lee County adopted a Resolution imposing a temporary moratorium upon the zoning, permitting, construction, and operation of package stores in unincorporated areas of Lee County until January 20, 2023 pending approval by the voters of Lee County of a referendum authorizing Lee County to issue licenses for the package sale of distilled spirits in the unincorporated areas of Lee County; and

WHEREAS, the said referendum was held on November 8, 2022, and the result of the referendum was that Lee County was authorized to grant licenses for the package sale of distilled spirits in the unincorporated areas of Lee County; and

WHEREAS, the Lee County Board of Commissioners has now adopted an ordinance authorizing and regulating the granting of license for the package sale of distilled spirits in the unincorporated areas of Lee County; and

WHEREAS, as a result of the approval of such referendum and the County's adoption of amendments to the County's Alcoholic Beverage Code authorizing the issuance of licenses for such package sales, the temporary moratorium referenced above is no longer necessary or appropriate.

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

1. That the Resolution of the Board of Commissioners of Lee County imposing a temporary moratorium on the zoning, permitting, construction, and operation of package stores in the unincorporated area of Lee County until January 20, 2023 shall be rescinded effective January 1, 2023.
2. That all resolutions or parts of resolutions or parts of resolutions in conflict herewith are hereby rescinded.
3. That this Resolution shall become effective upon the date of its adoption by the governing body of Lee County.

SO RESOLVED, this 13th day of December, 2022, by the governing body of Lee County.

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

By: _____
Billy Mathis, Chairman

Attest: _____
Kaitlyn Good, County Clerk

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF LEE COUNTY,
GEORGIA EXTENDING A TEMPORARY MORATORIUM ON ZONING,
PERMITTING, AND CONSTRUCTION OF CERTAIN ANCILLARY
HEALTHCARE FACILITIES IN THE UNINCORPORATED AREAS OF
LEE COUNTY, GEORGIA SCHEDULED TO EXPIRE JANUARY 20, 2023,
AND FOR OTHER PURPOSES**

WHEREAS, the Board of Commissioners of Lee County adopted a Resolution imposing a temporary moratorium upon the zoning, permitting, and construction of ancillary healthcare facilities in the unincorporated areas of Lee County until January 20, 2023; and

WHEREAS, the terms of the Resolution provided that Lee County Planning and Zoning staff and the Lee County Board of Commissioners would seek to establish and adopt appropriate amendments to the Lee County Comprehensive Land Use Plan and the Lee County Code of Ordinances to provide for the orderly zoning, rezoning, development, permitting, and construction of ancillary healthcare facilities within the unincorporated areas of Lee County; and

WHEREAS, the amendments to the Lee County Comprehensive Land Use Plan and the Lee County Code of Ordinances have not been completed in accord with the terms of said Resolution; and

WHEREAS, the Board of Commissioners deems it appropriate to extend the moratorium in order for such amendments to be completed in accord with the requirements of the initial resolution.

NOW THEREFORE, be it resolved by the Board of Commissioners of Lee County, Georgia, and it is hereby resolved by authority of the same, that the Resolution of the Board of Commissioners of Lee County to establish a temporary moratorium on the zoning, permitting and construction of ancillary healthcare facilities in the unincorporated area of Lee County is hereby amended by extending the termination date of the moratorium until April 20, 2023 at midnight. The terms of the original Resolution authorize the Board of Commissioners to amend such time period.

BE IT FURTHER RESOLVED that said original Resolution shall continue in full force and effect subject only to the amendment thereof authorized by the terms of this Resolution.

BE IT FURTHER RESOLVED that this resolution shall be effective as of the date and time of its adoption as set out below.

SO RESOLVED, this _____ day of _____, 2022, at _____ o'clock
____.M. by the governing body of Lee County.

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

By: _____
Billy Mathis, Chairman

Attest: _____
Kaitlyn Good, County Clerk

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF LEE COUNTY,
GEORGIA EXTENDING A TEMPORARY MORATORIUM ON ZONING,
PERMITTING, AND CONSTRUCTION OF MINI WAREHOUSES IN THE
UNINCORPORATED AREAS OF LEE COUNTY, GEORGIA SCHEDULED TO
EXPIRE JANUARY 20, 2023, AND FOR OTHER PURPOSES**

WHEREAS, the Board of Commissioners of Lee County adopted a Resolution imposing a temporary moratorium upon the zoning, permitting, and construction of mini-warehouses in the unincorporated areas of Lee County until January 20, 2023; and

WHEREAS, the terms of the Resolution provided that Lee County Planning and Zoning staff and the Lee County Board of Commissioners would seek to establish and adopt appropriate amendments to the Lee County Comprehensive Land Use Plan and the Lee County Code of Ordinances to provide for the orderly zoning, rezoning, development, permitting, and construction of mini-warehouses within the unincorporated areas of Lee County; and

WHEREAS, the amendments to the Lee County Comprehensive Land Use Plan and the Lee County Code of Ordinances have not been completed in accord with the terms of said Resolution; and

WHEREAS, the Board of Commissioners deems it appropriate to extend the moratorium in order for such amendments to be completed in accord with the requirements of the initial resolution.

NOW THEREFORE, be it resolved by the Board of Commissioners of Lee County, Georgia, and it is hereby resolved by authority of the same, that the Resolution of the Board of Commissioners of Lee County to establish a temporary moratorium on the zoning, permitting and construction of mini-warehouses in the unincorporated area of Lee County is hereby amended by extending the termination date of the moratorium until April 20, 2023 at midnight. The terms of the original Resolution authorize the Board of Commissioners to amend such time period.

BE IT FURTHER RESOLVED that said original Resolution shall continue in full force and effect subject only to the amendment thereof authorized by the terms of this Resolution.

BE IT FURTHER RESOLVED that this resolution shall be effective as of the date and time of its adoption as set out below.

SO RESOLVED, this _____ day of _____, 2022, at _____ o'clock
_____.M. by the governing body of Lee County.

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

By: _____
Billy Mathis, Chairman

Attest: _____
Kaitlyn Good, County Clerk