



# BOARD OF COUNTY COMMISSIONERS

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

WEDNESDAY, JANUARY 11, 2023 AT 6:00 P.M.  
T. PAGE THARP BUILDING  
OPAL CANNON AUDITORIUM  
WWW.LEE.GA.US

MEETING AGENDA  
WORK SESSION

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## COUNTY COMMISSIONERS

Dennis Roland, Commissioner	District 1
Luke Singletary, Commissioner	District 2
Billy Mathis, Commissioner	District 3
Chris Guarnieri, Commissioner	District 4
George Walls, Commissioner	District 5

## COUNTY STAFF

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

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1. **INVOCATION**
  2. **PLEDGE OF ALLEGIANCE**
  3. **CALL TO ORDER**
    - (A) Selection of a Chairman for 2023 and by virtue of office, Chairman will serve on the following boards:
      - DARTS Policy Coordinator – meets quarterly
      - Southwest Georgia Regional Commission – meets monthly
      - Health Department – meets quarterly
      - WorkSource Southwest Georgia Consortium – meets annually

*\* Chairman may appoint another Commissioner to serve as proxy.*
    - (B) Selection of a Vice-Chairman for 2023.
    - (C) Chairman to make appointments to the County's 2023 Standing Committees:
      - Budget & Finance Committee
      - Personnel Committee
      - Road Committee
  4. **APPROVAL OF MINUTES**
    - (A) Consideration to approve the minutes for the Board of Commissioners meeting for December 13, 2022. A - G
    - (B) Consideration to approve the minutes from the Special Called Board of Commissioners meeting for December 22, 2022. H - I
  5. **CONSENT AGENDA**

NONE
  6. **NEW BUSINESS**

NONE

7. **PUBLIC HEARING**

NONE

8. **DEPARTMENTAL MATTERS**

**Parks & Recreation**

- (A) Consideration to approve an agreement with Lee County Youth Baseball for one (1) year. *Current contract expired 12/31/2022*

1 - 7

**Planning, Zoning, and Engineering**

- (B) Consideration to approve an application from **SR DeSoto 2 & 3, LLC (Z22-004)** 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 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 and have the Phase II project approved per the existing Memorandum of Understanding before Phase III commences. Public Hearing held December 13, 2022***

8 - 79

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

- (A) Consideration to appoint one (1) member to the **Regional Commission Council of Southwest Georgia** for a term of one (1) year. Current term expired 01/01/2023. New term expires 01/01/2024. Letters of interest in reappointment received from Chad Griffin.  
\*There is currently one more vacancy on this Board.

80 - 82

- (B) **Tax Assessor’s Office** – Consideration to approve a quote for services from K&G Consulting.

83

10. **COUNTY MANAGER’S MATTERS**

- (A) Updates on County projects.
- (B) Consideration to declare vehicles and equipment surplus.
- (C) Consideration to approve a Letter of Intent for renewal lease of the Department of Juvenile Justice, located inside the Courthouse.

84 - 89

90

91 - 96

11. **COMMISSIONER’S MATTERS**

- (A) Discussion of the use of funds received from the Opioid Litigation settlement.
- (B) Discussion of the Lee County Medical Center.

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 Held December 13, 2022* 97 - 100
- (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 Held December 13, 2022* 101 - 104
- (C) Consideration to adopt an amendment to Chapter 38 Article VI Soil Erosion and Sedimentation Prevention. *First Reading Held December 13, 2022* 105
- (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* 106 - 121
- (E) Consideration to adopt a Resolution Terminating a Temporary Moratorium upon the Zoning, Permitting, Construction, and Operation of Package Stores. 122 - 123

**14. EXECUTIVE SESSION**

- (A) Executive Session to discuss pending or threatened litigation and personnel matters.

**15. PUBLIC FORUM**

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

**16. ANNOUNCEMENTS**

- (A) The next regularly scheduled County Commission Meeting is **Tuesday, January 24, 2023 at 6:00pm.**
- (B) The offices of the Lee County Board of Commissioners will be **closed Monday, January 16, 2023** in observance of the Martin Luther King, Jr. Day Holiday. County offices will reopen for regular business on Tuesday, January 17, 2023. **Residential garbage collection will not be affected and will run as scheduled.**

**17. ADJOURNMENT**

AGENDA MAY CHANGE WITHOUT NOTICE

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

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



## BOARD OF COUNTY COMMISSIONERS

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TUESDAY, DECEMBER 13, 2022 6:00 P.M.

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OPAL CANNON AUDITORIUM  
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MEETING MINUTES  
WORK SESSION

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### 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

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The Lee County Board of Commissioners met in a work session on Tuesday, December 13, 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, Commissioner Chris Guarnieri, 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

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

### PLEDGE OF ALLEGIANCE

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

### CALL TO ORDER

#### Special Presentation

Chairman Mathis acknowledged that this was the first Board meeting for newly elected Commissioner Chris Guarnieri, who fulfilled Commissioner Rick Muggridge's unexpired term. The Board and audience welcomed Commissioner Guarnieri.

Chairman Mathis acknowledged that this would be Commissioner John Wheaton's last meeting as a Commissioner for Lee County. Commissioner Wheaton was presented with a framed historical map of Lee County as well as a Proclamation, signed by Chairman Mathis, Commissioner Singletary, Commissioner Guarnieri, and Commissioner Walls. Chairman Mathis read the proclamation and thanked Commissioner Wheaton for his service to the County. Commissioner Wheaton thanked the citizens and the Board.

### APPROVAL OF MINUTES

- (A) Consideration to approve the Board of Commissioners meeting minutes for November 8, 2022.  
Commissioner Wheaton made the **MOTION** to approve the Board of Commissioners meeting minutes for November 8, 2022. Commissioner Walls seconded the **MOTION**. The **MOTION** was unanimous with Commissioner Singletary and Commissioner Guarnieri voting yea.

### CONSENT AGENDA

NONE

### NEW BUSINESS

(A) **Recognition of employees' years of service.**

The following employees were recognized for their service to the County:

- 5 years – Dennis Lee – Chief Tax Assessor
- 5 years – Frederick Norton – Equipment Operator 3
- 10 years – Jason Lovette – 1<sup>st</sup> 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

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

Jackie Entz Shores, Artesian Alliance Director of Education, presented information on the DEA Traveling Exhibit, "Drugs: Cost & Consequences" by way of PowerPoint and handouts. Ms. Shores stated that from February 9 – September 6, 2023, the exhibit would be on display at the Science Museum of Thronateeska. The exhibit has free admission and school groups are encouraged to attend (recommended for 4<sup>th</sup> grade and up), as guided tours (45 – 60 minutes) will be available that highlight the dangers of drugs through very realistic dioramas, true artifacts, science content, and 32 interactive videos and stations, including a local story.

There are also bilingual components, firsthand accounts from experts, vigils, special lectures, and resources available. Ms. Shores added that although the exhibit has been on national tour since 2002, this is the first time this exhibit will be in the State of Georgia and will not be back in the Southeastern US for 5 to 7 years. A large volunteer pool is needed to guide presentations and Ms. Shores aims to fundraise so as to reimburse any bus fare and accompanied expenses for students to come view the exhibit. The Board encouraged Ms. Shores to reach out and present to the Board of Education as well.

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

Justin Elliott of Mauldin and Jenkins presented on the FY2021-2022 audit, stating that while the full audit was not completed, nothing should change. In summary and in sticking with the highlights, there is a \$3.8 million increase in fund balance, which is a great place to be. There was approximately \$30 million in revenues and \$28 million in expenses, with 50% of that being for Public Safety, which is standard. Mr. Elliott stated there was \$19.8 million in the fund balance, which is commendable. As it stands, the County would be able to cover approximately 8.5 months of expenses should it have to. There will be a more comprehensive report soon, but there is no anticipated major changes and a clean, unmodified opinion is expected.

## **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 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.*

Chairman Mathis opened the Public Hearing.

#### Opposition

David Dixon: Provided handout; Spoke on concerns on stormwater runoff and sediment, citing failing points on EPD reports and standards; asks that Phase I be completed successfully before commencing Phases II and III

Neil Fleckenstein: Spoke on heightened concerns of stormwater runoff and the need for a stormwater plan, soil compaction, and more information regarding the vegetative buffer, and the need for third party analyses

Chad Gunter: Spoke on flooding concerns, stormwater runoff, and concerns on wildlife populations/displacement, providing drone footage of the property

Jenny Crisp: Spoke on concerns of flooding and wildlife populations/displacement; asks for approval for Phase I before commencing Phases II and III

Felix Marbury: Supports having an outside agent conduct sampling

Don Odom: Spoke on concerns about the creek, increased sediment, and deterioration over time; asks that Phase I be completed and approved before commencing Phases II and III

#### Support

Dennis Roland: Spoke on how the problems mentioned are existing problems, possibly worsened by the project, however cannot be fully blamed on them; once the project is over, the issues will not be as bad

Applicant Connor Echols, Site Engineer Michael Munson, and attorney Tom Harrold addressed the Board, stating that Phase I of this project so far has invested \$130 million in Lee County and the company will always strive to be good neighbors.

In reference to concerns about EPD reports, Mr. Munson stated that samples are taken after rainfall that exceeds half an inch, sent to a firm, and those results are then submitted to EPD. There are 21 sample points for Phase I and 9 have passed. Of the remaining 12, three (3) points are discharging to state waters and the others are internal to the property. The majority of points pertaining to the discharging to state waters have passed. Chairman Mathis asked what the plan was for the points that did not pass, to which Mr. Munson stated that they have installed all BMPs to standard and have added additional seeding, temporary and permanent stabilization, and other standard practices.

Chairman Mathis asked when it was expected to have all points pass. Mr. Munson stated that it is difficult to provide an exact timeframe as rainfall events are unpredictable, but the intent is to have them pass as soon as possible. Right now, they are increasing hydro seeding, which is increasing the vegetation. There is also rye grass and perennial vegetation being utilized to aid in establishing those areas that are more clay-heavy with limited top soil. The goal of when all points will be in compliance is by the end of January. The final inspection with EPD for Phase I is to be scheduled for approximately the end of January.

Commissioner Singletary asked if the company would still monitor erosion and take water samples after the final inspection. Mr. Munson confirmed that they would always monitor the site and address any issues that arose. Commissioner Guarnieri asked how crews were keeping the soil from becoming so compacted when Phases II and III commence. Mr. Munson replied that there is an XTR system in place to limit the amount of earthwork required, which reduces the amount of traffic on the site. This same system was used on Phase I.

Mr. Munson stated that an evaluation of the surrounding creeks would also be beneficial. Mr. Echols added that EPD has issued no formal violations on the site. There are weekly inspections in addition to those completed after each rainfall.

Chairman Mathis stated that the Board wants to protect the citizens and wants to be sure they do everything to ensure that there are no violations and no failures; no runoff. Chairman Mathis asked that the log books containing inspections and site reports be shared with the Board.

With no further questions or comments from the Board or the audience, the Public Hearing was closed.  
Time: 7:11PM

## **DEPARTMENTAL MATTERS**

### **Building Inspection/ Business Licenses**

(A) **Consideration to approve the alcohol license renewals for 2023.**

Commissioner Singletary made the **MOTION** to approve the alcohol license renewals for 2023. Commissioner Wheaton seconded the **MOTION**. The **MOTION** was unanimous with Commissioner Guarnieri and Commissioner Walls voting yea.

### **Planning, Zoning and Engineering**

(B) **Review of the December 1, 2022 Planning Commission meeting minutes.**

The minutes were reviewed as presented.

(C) **Review of the 2023 Planning Commission meeting calendar.**

The calendar was reviewed as presented.

## **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. Letter of interest in reappointment received from George Houston.**

Commissioner Wheaton made the **MOTION** to reappoint George Houston to the Elections & Registration Board for a term of four (4) years to expire 12/31/2026. Commissioner Walls seconded the **MOTION**. The **MOTION** was unanimous with Commissioner Singletary and Commissioner Guarnieri voting yea.

(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).**

Commissioner Singletary made the **MOTION** to appoint Tina Marbury and reappoint Jamie Swain to the Health Board for a term of six (6) years to expire 12/31/2028. Commissioner Wheaton seconded the **MOTION**. The **MOTION** was unanimous with Commissioner Guarnieri and Commissioner Walls voting yea.

(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. Letter of interest received from David Brokamp (reappointment) and John Hudgens.**

Commissioner Wheaton made the **MOTION** to reappoint David Brokamp to the Joint Development Authority of Baker, Dougherty, Lee, and Terrell Counties for a term of one (1) year to expire 12/31/2023. Commissioner Walls seconded the **MOTION**. The **MOTION** was unanimous with Commissioner Singletary and Commissioner Guarnieri voting yea.

(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. Letter of interest in appointment received from Kyle Luckie.**

Commissioner Wheaton made the **MOTION** to appoint Kyle Luckie to the Planning Commission to fill an unexpired term expiring 1/31/2023. Commissioner Walls seconded the **MOTION**. The **MOTION** was unanimous with Commissioner Singletary and Commissioner Guarnieri voting yea.

Mr. Luckie will then serve a full four (4) year term beginning on 2/01/2023 and expiring on 1/31/2027.

### 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.**

Commissioner Wheaton made the **MOTION** 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. Commissioner Walls seconded the **MOTION**. The **MOTION** was unanimous with Commissioner Singletary and Commissioner Guarnieri voting yea.

### COUNTY MANAGER'S MATTERS

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

County Manager Christi Dockery discussed ongoing projects in the County: (1) GA DNR has signed the agreement for the boat landing at the 100 acres property; (2) the gym renovation project is ongoing (windows have been put in) and is moving along nicely; (3) we have received LMIG funding and the Board is to be voting on that bid tonight; and (4) the TSPLOST II referendum passed with the election results of November 8, 2022, so collection for that will begin in 2024 and go through 2028.

- (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.**

Commissioner Wheaton made the **MOTION** 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. Commissioner Walla seconded the **MOTION**. The **MOTION** was unanimous with Commissioner Singletary and Commissioner Guarnieri voting yea.

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

Commissioner Wheaton made the **MOTION** to approve an application for Hazard Mitigation grant funds. Commissioner Walls seconded the **MOTION**. The **MOTION** was unanimous with Commissioner Singletary and Commissioner Guarnieri voting yea.

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

Commissioner Wheaton made the **MOTION** to adopt a resolution approving the Final Capital Improvements Element (CIE) Annual Update. Commissioner Singletary seconded the **MOTION**. The **MOTION** was unanimous with Commissioner Guarnieri and Commissioner Walls voting yea.

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

Commissioner Singletary made the **MOTION** to award the bid for the 2023 LMIG Road Projects to Reeves Construction Company for \$1,977,781.35 to come from LMIG and TSPLOST funds. Commissioner Wheaton seconded the **MOTION**. The **MOTION** was unanimous with Commissioner Guarnieri and Commissioner Walls voting yea.

### COMMISSIONER'S MATTERS

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

County Attorney Jimmy Skipper summarized the resolution, stating under Georgia law there is a hospital authority created for every county and what this resolution will do is allow the County to declare that there is a need for the hospital authority and to officially establish a five (5) person authority.

Commissioner Wheaton made the **MOTION** to adopt a Resolution to Activate a Hospital Authority. Commissioner Walls seconded the **MOTION**. The **MOTION** was unanimous with Commissioner Singletary and Commissioner Guarnieri voting yea.



**Additional Item Discussion:**

Chairman Mathis stated that he would like to, with the permission of the Board, discuss increasing the starting pay of the deputies at the Lee County Sheriff's Office. Chairman Mathis stated that there are several vacancies with that department and with Sheriff, agrees that this may be the best course of action for recruitment.

Commissioner Wheaton made the **MOTION** to raise starting pay for the Sheriff's Office deputies to \$20.00 per hour. Commissioner Walls seconded the **MOTION**. The **MOTION** was unanimous with Commissioner Singletary and Commissioner Guarnieri voting yea.

**UNFINISHED BUSINESS**

NONE

**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**  
County Attorney Jimmy Skipper summarized the text amendment, referring to issues having been discussed at the November 8, 2022 meeting, including a date submission issue as well as a few more suggestions from our Planning Department consultants. Staff has also sent this amendment to surveyors in the area for their input as well, with additional comments also being received. The first reading was conducted.
- (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**  
County Attorney Jimmy Skipper stated that the comments are the same as was for item (A) except that this is for major subdivisions versus minor subdivisions. The first reading was conducted.
- (C) **Consideration to adopt an amendment to Chapter 38 Article VI Soil Erosion and Sedimentation Prevention. FIRST READING**  
County Attorney Jimmy Skipper stated that this text amendment is reflective of GA EPD requiring the addition of one sentence into the code. No further changes are suggested. The first reading was conducted.
- (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**  
The first reading was conducted.
- (E) **Consideration to adopt a Resolution Terminating a Temporary Moratorium upon the Zoning, Permitting, Construction, and Operation of Package Stores.**  
County Attorney Jimmy Skipper advised the Board to table this item, pending action taken on the previous Item D.
- (F) **Consideration to adopt a Resolution Extending a Temporary Moratorium upon the Zoning, Permitting, Construction, and Operation of Ancillary Healthcare Facilities.**  
County Attorney Jimmy Skipper stated that this resolution would extend the moratorium, originally adopted to expire January 20, 2023, through April 20, 2023 to allow for additional time to review and complete studies.

Commissioner Singletary made the **MOTION** to adopt a Resolution Extending a Temporary Moratorium upon the Zoning, Permitting, Construction, and Operation of Ancillary Healthcare Facilities. Commissioner Walls seconded the **MOTION**. The **MOTION** was unanimous with Commissioner Wheaton and Commissioner Guarnieri voting yea.

(G) **Consideration to adopt a Resolution Extending a Temporary Moratorium upon the Zoning, Permitting, Construction, and Operation of Mini Warehouses.**

County Attorney Jimmy Skipper stated that this resolution would extend the moratorium, originally adopted to expire January 20, 2023, through April 20, 2023 to allow for additional time to review and complete studies.

Commissioner Singletary made the **MOTION** to adopt a Resolution Extending a Temporary Moratorium upon the Zoning, Permitting, Construction, and Operation of Mini Warehouses. Commissioner Walls seconded the **MOTION**. The **MOTION** was unanimous with Commissioner Wheaton and Commissioner Guarnieri voting yea.

**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.*

Henry Jones – Winifred Drive – Speed Limit Issue

Chairman Mathis made the **MOTION** to lower the speed limit on Winifred Road to 45mph. Commissioner Singletary seconded the **MOTION**. The **MOTION** was unanimous with Commissioner Wheaton, Commissioner Guarnieri, and Commissioner Walls voting yea.

**ANNOUNCEMENTS**

- (A) The next regularly scheduled County Commission Meeting is **Wednesday, January 11, 2023 (rescheduled from Tuesday, January 10, 2023 due to a scheduling conflict) 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.

**ADJOURNMENT**

The meeting adjourned at 7:31PM.

Facebook video link: <https://www.facebook.com/leecountyga/videos/3281782262135595>

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The meeting rooms and buildings are handicap accessible.



# BOARD OF COUNTY COMMISSIONERS

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

THURSDAY, DECEMBER 22, 2022 AT 11:00AM  
T. PAGE THARP BUILDING  
OPAL CANNON AUDITORIUM  
WWW.LEE.GA.US

SPECIAL CALLED MEETING

## 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

The Lee County Board of Commissioners met for a Special Called Meeting on Thursday, December 22, 2022 at 11:00am. 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, Commissioner Rick Muggridge, Commissioner George Walls, County Manager Christi Dockery, County Attorney Jimmy Skipper, Finance Director Heather Jones, and County Clerk Kaitlyn Good. Chairman Mathis called the meeting to order at 11:00am.

## INVOCATION

## PLEDGE OF ALLEGIANCE

## CALL TO ORDER

(A) **Consideration to adopt a Resolution to Appoint the Initial Members to the Hospital Authority of Lee County.**

Commissioner Singletary made the **MOTION** to adopt a Resolution to Appoint the Initial Members to the Hospital Authority of Lee County, members including Bruce Houston, M.D., Jennifer Heyer, Dana Hager, Randy Carr, and Rick Muggridge. Commissioner Wheaton seconded the **MOTION**. The **MOTION** was unanimous with Commissioner Guarnieri and Commissioner Walls voting yea.

The authority is as follows:

<u>Appointee</u>	<u>Length of Initial Term</u>
Bruce Houston, M.D.	3 year term
Jennifer Heyer	3 year term
Dana Hager	2 year term
Randy Carr	2 year term
Rick Muggridge	1 year term

Upon the expiration of the initial terms as set out above, all future appointees to the Board of the Hospital Authority shall serve staggered terms of three (3) years.

(B) **Consideration to approve payment for the County's portion of the cost of the sidewalk project on Firetower Road.**

In March 2021, the Board of Commissioners approved the cost of the sidewalk design on Firetower Road within the unincorporated area of the County. The City of Leesburg was able to receive additional funding assistance, reducing the County's estimated construction cost to \$13,500.00.

Commissioner Wheaton made the **MOTION** to approve a payment of \$13,500.00 for the County's portion of the cost of the sidewalk project on Firetower Road, to come from TSPLOST funds. Commissioner Walls seconded the **MOTION**. The **MOTION** was unanimous with Commissioner Singletary and Commissioner Guarnieri voting yea.

(C) **Consideration to purchase two (2) ambulance chassis. HANDOUT**

Fire Chief David Forrester and Chairman Mathis summarized the need for more ambulance chassis, specifically citing a motor vehicle accident having occurred recently in which one of our ambulances was totaled. Chief Forrester stated there is minor damage to the box that can be repaired, but the chassis is a complete loss. There is a reserve unit that is now running in place of that ambulance. Grady currently has two (2) chassis available that we could purchase. We can remove the box from the totaled chassis and have it placed on the chassis purchased from Grady and then move the box from a current reserve unit, a 2009, to the newer chassis from Grady. The other two reserve units are 2017. Staff is waiting to hear back about the price of the chassis from Grady, but Chief Forrester stated it should be less than \$130,000.00. It takes approximately two years to obtain a new ambulance. Chairman Mathis asked Chief Forrester to begin looking and bring back a quote to purchase a new ambulance (payment is not due until delivery).

Commissioner Walls made the **MOTION** to purchase two (2) ambulance chassis using funds to be received from insurance and SPLOST funds. Commissioner Wheaton seconded the **MOTION**. The **MOTION** was unanimous with Commissioner Singletary and Commissioner Guarnieri voting yea.

### **EXECUTIVE SESSION**

(A) **Executive Session to discuss personnel matters.**

Commissioner Singletary made the **MOTION** to adjourn to Executive Session. Commissioner Walls seconded the **MOTION**. The **MOTION** was unanimous with Commissioner Wheaton and Commissioner Guarnieri voting yea. Time: 11:06am

Commissioner Wheaton made the **MOTION** to adjourn from Executive Session. Commissioner Walls seconded the **MOTION**. The **MOTION** was unanimous with Commissioner Singletary and Commissioner Guarnieri voting yea. Time: 11:26am

Commissioner Wheaton made the **MOTION** to provide a "retention payment" of \$600 to full-time and \$300 part-time employees (net pay). Commissioner Walls seconded the **MOTION**. The **MOTION** was unanimous with Commissioner Singletary and Commissioner Guarnieri voting yea.

### **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 **Wednesday, January 11, 2023 at 6:00pm.**

### **ADJOURNMENT**

The meeting was adjourned at 11:26am.

Facebook video link: <https://www.facebook.com/leecountyga/videos/5658795174157128>

*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.

STATE OF GEORGIA

COUNTY OF LEE

---

**AGREEMENT BETWEEN LEE COUNTY YOUTH BASEBALL  
AND THE LEE COUNTY BOARD OF COMMISSIONERS  
FOR CALENDAR YEAR 2023**

---

This Agreement made and entered into effective this \_\_\_\_ day of \_\_\_\_\_, 2023 by and between **The Board of Commissioners of Lee County, Georgia** (hereinafter referred to as "Board") and **Lee County Baseball, Inc. d/b/a Lee County Youth Baseball, Inc.** (hereinafter referred to as "LCYB").

**W I T N E S S E T H :**

**WHEREAS**, the Board owns and operates certain recreational facilities located in the City of Leesburg, Georgia; and

**WHEREAS**, the Board of Directors of LCYB is desirous of using said recreational facilities in conducting a baseball program for the children and youth of Lee County; and

**WHEREAS**, the parties hereto agree that it would be in the best interest of the County and its citizens to enter into this Agreement with LCYB.

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

1. LCYB shall be allowed the non-exclusive use of the recreational facilities of the Board for the purpose of conducting a baseball program for a period of time commencing on January 1, 2023 and concluding at midnight on December 31, 2023 in accord with the terms of this Agreement.

2. The recreational facilities, which are to be utilized by LCYB, are located in the Park Street Complex on Park Street in Leesburg, Lee County, Georgia.

3. LCYB shall conduct its activities upon the premises so as not to endanger any person lawfully thereon and shall, and does hereby, indemnify and hold harmless the Board, Lee County, the City of Smithville, and the City of Leesburg, and all of their respective officers, agents, and employees, from any and all claims for losses, injuries, damages, and liabilities to persons or property occasioned wholly or in part by the intentional or negligent acts or omissions of LCYB, its agents, officers, employees, guests, patrons, or any other person or persons admitted to said premises while said premises are used by or under the control of LCYB.

4. LCYB shall, at its own expense, keep in force comprehensive public liability insurance in an amount of not less than One Million Dollars (\$1,000,000.00) per person and One Million Dollars (\$1,000,000.00) per occurrence, which insurance is to be issued by a company or companies of sound and adequate financial responsibility authorized to do business in Georgia, insuring LCYB against all liabilities or accidents arising out of or in connection with LCYB's use of and operations at the recreational facilities which are the subject of this Agreement. The Board and its officers, agents, and employees shall be listed as an additional or named insured, and

a copy of such policy, or other satisfactory written evidence thereof, shall be furnished to the Board at the time of the execution of this Agreement.

5. The Board shall furnish adequate facilities for LCYB to conduct a baseball program upon the premises, which are subject to this Agreement and shall keep said facilities adequately maintained. In the event that LCYB shall desire to conduct tournaments upon the premises, LCYB shall provide adequate personnel to assist the Board in preparing and maintaining the recreational facilities for tournament play. LCYB cannot use the fields two weeks prior to the start of the date for field prep.

6. No fixtures shall be installed, nor shall any alterations be made, to the facilities without the express approval of the Board or its designee.

7. All recreational equipment to be used in the baseball program shall be furnished by LCYB and shall remain the property of LCYB. However, the Board shall furnish adequate bases and pitching rubbers and maintain them in a reasonably good condition during the term hereof.

8. The Board shall provide adequate lighting, electricity, and water to LCYB in connection with its use of the facilities. Any use of field lights other than regular game play or LCYB tournament must be approved by the Lee County Parks and Recreation Department.

9. LCYB shall furnish all umpires and coaches used in the baseball program, and the Board shall have no responsibility for the hiring or compensation of any umpires or coaches.

10. LCYB shall operate the concession stands in accord with the following provisions:

- (A) LCYB shall be responsible for the total operation of the concession stands, including purchasing all supplies, maintaining all equipment, and keeping the concession stands clean and sanitary at all times. All concession stands will be opened and maintained at the facilities on Park Street.
- (B) LCYB shall be accountable to the Board for the financial operation of the concession stands. Exception – concessions for Private Tournament not associated with LCYB.
- (C) An orderly and legible financial journal shall be maintained by LCYB showing all deposits and disbursements made in connection with the operation of the concession stands. The monthly ending balance on said journal shall agree with the reconciled bank statement each month.
- (D) There shall be a minimum of two (2) LCYB representatives who are authorized to sign checks on the banking account maintained for the operation of the concession stands. The Board shall be advised as to the identity of all persons authorized to sign checks on such account.
- (E) LCYB shall be entitled to retain one hundred percent (100%) of the profits from the concession stands.

11. LCYB shall remit to Lee County an amount equal to Fifteen Dollars (\$15.00) per participant in the LCYB Program by September 1, 2023; provided, however, LCYB shall receive an annual credit against such amount equal to the cost



of labor, materials, and improvements made by LCYB to the leased facilities during the term of this Agreement. Such credit shall also be given for the cost of any lawn or similar maintenance equipment purchased for use at the leased facilities and donated by LCYB to Lee County during such lease term. Written evidence or proof of such expenditures or personal property donation shall be provided by LCYB to Lee County prior to such credit or credits being provided. All such credits shall be approved by the Lee County Parks and Recreation Department. Any credit requests by LCYB which are not submitted to Lee County by September 1, 2023 shall not be credited to any obligations of LCYB hereunder until the next succeeding term of any similar lease, if any, between the parties hereto.

12. LCYB shall be responsible for any and all damages resulting from, either in whole or in part, misuse or neglect to the facilities which are the subject of this Agreement during regular season play, practice sessions, and tournaments sponsored by LCYB. LCYB shall have no responsibility for damages caused by an act of God or similar occurrence.

13. LCYB agrees that, at all times when baseball activities are conducted on the premises, it will have adequate adult supervision of such activities, as well as adequate adult supervision of the concession stands.

14. LCYB shall have reasonable access to all of the recreational facilities necessary for conducting the baseball program herein described, including adequate playing fields. Since other recreational activities may be conducted on the same premises used by LCYB, a schedule listing the dates that fields will be available to LCYB shall be provided to LCYB prior to the start of the baseball season so that

scheduling conflicts may be avoided. Notwithstanding the foregoing, all scheduling conflicts shall be finally resolved by the Lee County Parks and Recreation Department.

15. LCYB shall at all times abide by the rules and regulations of Dizzy Dean Baseball.

16. LCYB, its agents, officers, employees, guests, patrons, or other persons admitted to the subject premises by LCYB while said premises are being used by LCYB, shall observe and obey all rules and regulations governing the conduct and operation of the recreational facilities. Any person found by LCYB to be in violation of such rules and regulations shall be subject to removal from the premises.

17. LCYB shall observe and comply with all laws, statutes, Ordinances, rules, and regulations of the United States, the State of Georgia, Lee County, and the City of Leesburg in connection with the activities authorized under the terms of this Agreement.

18. LCYB shall utilize the subject premises only in the manner permitted by this Agreement and shall not use or permit the use of the premises for any other purpose or for any immoral, objectionable, or unlawful acts or purposes. All private tournaments and field rentals will be handled by the Lee County Parks and Recreation Department and concessions for those events will be provided from the vendors of the Lee County Parks and Recreation Department.

19. This Agreement shall not be assignable by either party, and in particular, LCYB shall not be authorized to assign, hypothecate, or otherwise convey this Agreement, or any or all of its rights hereunder, without the prior express written consent of the Board.

20. In the event of a breach of this Agreement by either party, the non-breaching party shall have, in addition to all other legal remedies available to it, the right to terminate this Agreement upon providing written notice of such termination to the other party.

21. This Agreement constitutes the entire agreement between the parties. No term, provision, or condition of this Agreement may be altered or amended, nor may any term, provision, or condition be added to this Agreement except upon the execution of a written agreement by the parties hereto.

22. This Agreement shall be construed in accord with the provisions of Georgia law and, where applicable, Federal statutes and rules and regulations promulgated thereunder.

**IN WITNESS WHEREOF**, we have hereunto set our hands and affixed our respective seals as of the day and year first above written.

**Lee County Board of Commissioners**

By: \_\_\_\_\_  
Billy Mathis, Chairman

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

**Lee County Baseball, Inc. d/b/a Lee  
County Youth Baseball, Inc.**

By: \_\_\_\_\_  
Hayes Cook, President LCYB

Attest: \_\_\_\_\_

LEE COUNTY  
STATE OF GEORGIA

**MEMORANDUM OF UNDERSTANDING**

THIS MEMORANDUM OF UNDERSTANDING (the “Memorandum”) is executed as of this ~~30<sup>th</sup>~~ 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 15<sup>th</sup> 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]

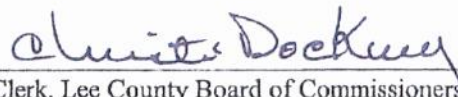
The "Board of Commissioners"

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. Sumner  
Title: Chairman of the Board

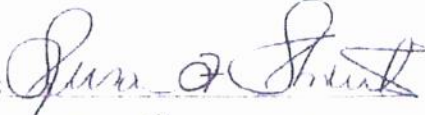
Johnny Benicini  
Charles A. Star JR

[SIGNATURES CONTINUE ON NEXT PAGE]



The "Tax Commissioner"

LEE COUNTY TAX COMMISSIONER

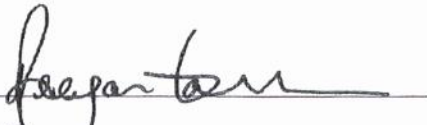
By: 

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).

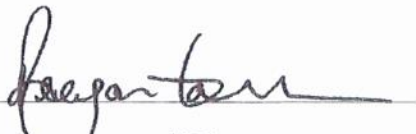
In the event the net worth of the Company at any time during the Savings Incentive Term (as defined in the Memorandum of Understanding (dated the \_\_\_\_ day of October, 2020) falls below Twenty Million Dollars (\$20,000,000), this Guaranty shall be further secured by an

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

Chokee

DESOTO I

COURTHOUSE RD.

GRAY MOS. RD.

DAN GREEN RD.

DESOTO III

SUBSTATIONS

DESOTO II

BATTS RD.

ISSUED FOR PERMITTING

SILICON RANCH  
DESOTO I SOLAR FACILITY  
SUNBELT SOLAR PROJECT

413291-05-0001A

DS 0001A



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:** 14<sup>th</sup> 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 [Signature]

OWNER [Signature]

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 31745 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

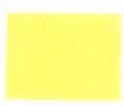
195 Land Lot Number 14th Land District 65.62 # of Acres

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 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: 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

<sup>PER 109.127 et al.</sup> 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 Hancock

OWNER Monreal Charles

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 ½ 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 Mary 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").

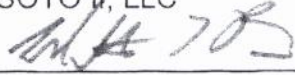
I authorize the person named below to act as an authorized agent of the Company as the applicant in the pursuit of a conditional use permit for property located in Lee County, Georgia.

Name of Applicant Connor Echols

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

Telephone Number \_\_\_\_\_


SR DESOTO II, LLC

By: 

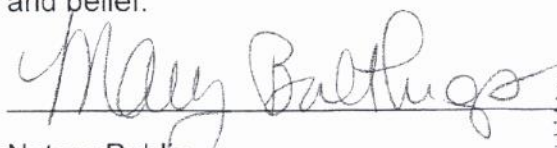
Name: Matt Bewley

Title: CCO

Personally appeared before me

 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.



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 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

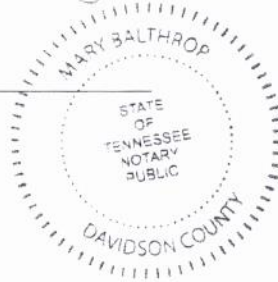
Title: Chief Commercial Officer

Date: 10/5/22

Sworn to and subscribed before me this 5<sup>th</sup> day of October, 2022.

Mary Balthrop  
Notary Public

My Commission Expires: 1-11-26





# 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 2<sup>nd</sup> 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

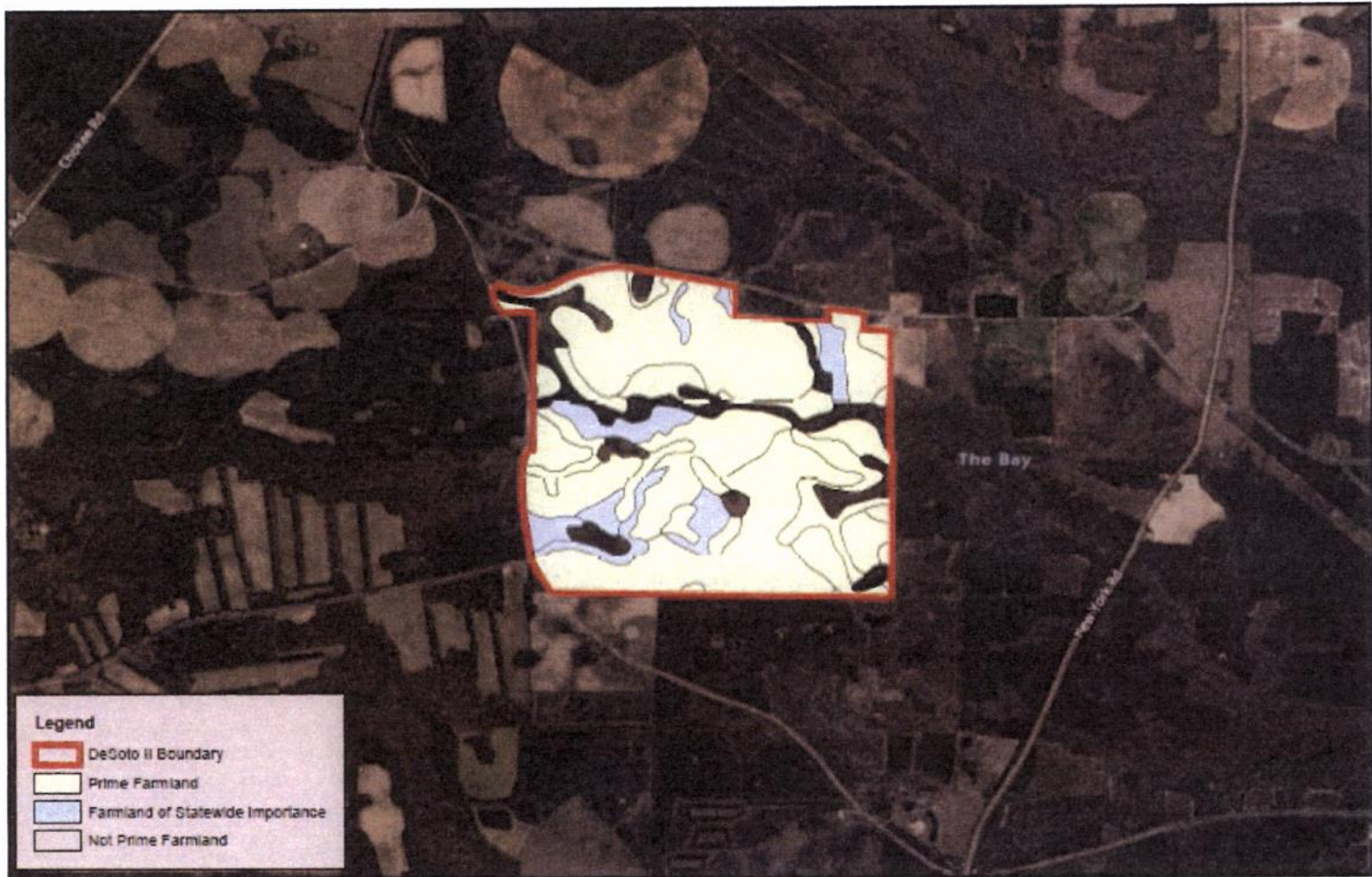
**Table 2. Federal Threatened and Endangered Species Summary**

Common Name	Scientific Name	*Federal Status	*State Status	Habitat Requirements
<b>Fauna</b>				
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>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 Fagus and Tilia

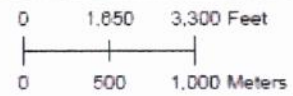
\*E = Endangered C = Candidate T = Threatened NL = Not Listed

\*\*Critical Habitat



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 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 2<sup>nd</sup> Ave South, Suite 1900  
Nashville, TN 37201

October 2022

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## 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:** 14<sup>th</sup> 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 J 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

169,169,137 sq ft 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 2<sup>nd</sup> 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*

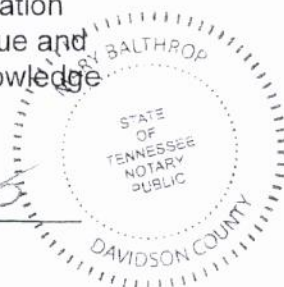
who swears/affirms that the information contained in this authorization is true and correct to the best of his or her knowledge and belief.

*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 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 5<sup>th</sup> day of October, 2022.

*[Signature]*  
Notary Public

My Commission Expires: 1-11-2020



# 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 2<sup>nd</sup> 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 22<sup>nd</sup>, 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
<b>Fauna</b>				
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 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

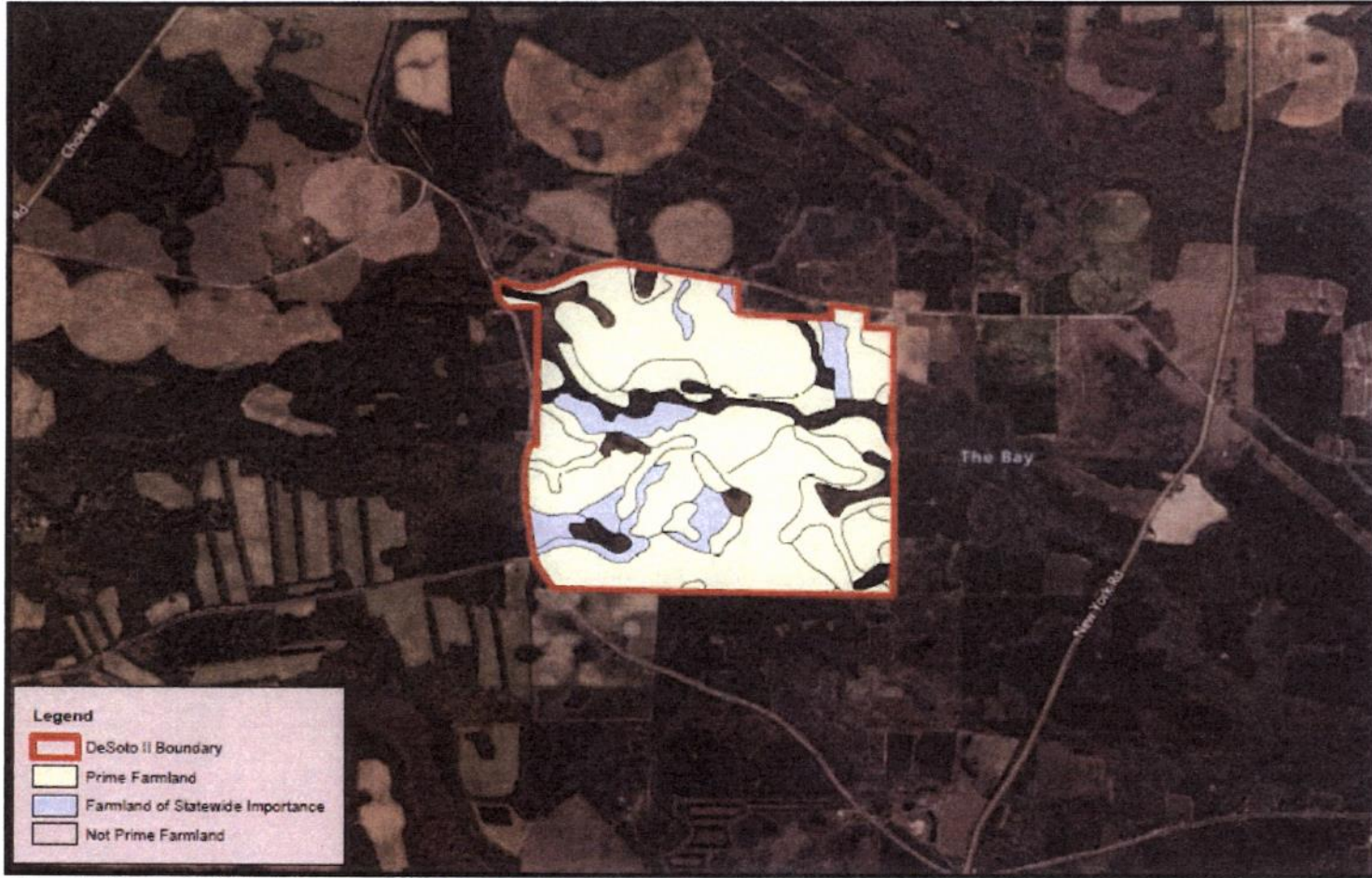
Flora				
canby's dropwort	<i>Oxypolis canbyi</i>	E	E	Cypress ponds and sloughs, wet savannas
relict trillium	<i>Trillium reliquum</i>	E	E	Mesic hardwood forests, limesink forests, usually with Fagus and Tilia

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

\*\*Critical Habitat

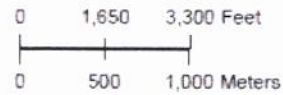


6.0 Map of Prime Farmland and Farmland of State Importance

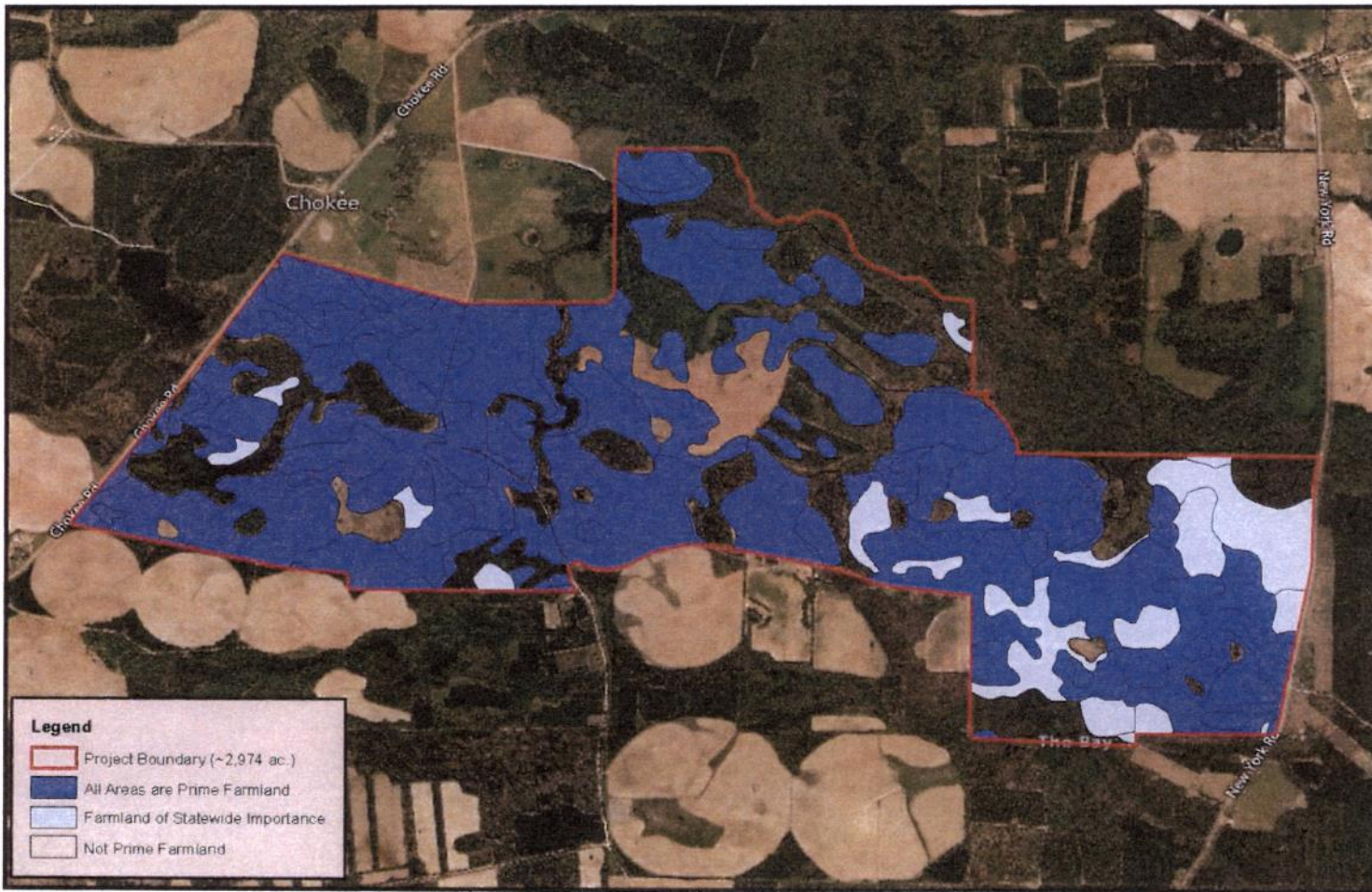


Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

Figure 10. NRCS Prime Farmland Soils Map

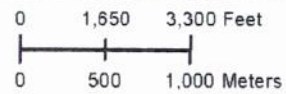


Silicon Ranch - DeSoto III  
Lee County, GA  
April 2022



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

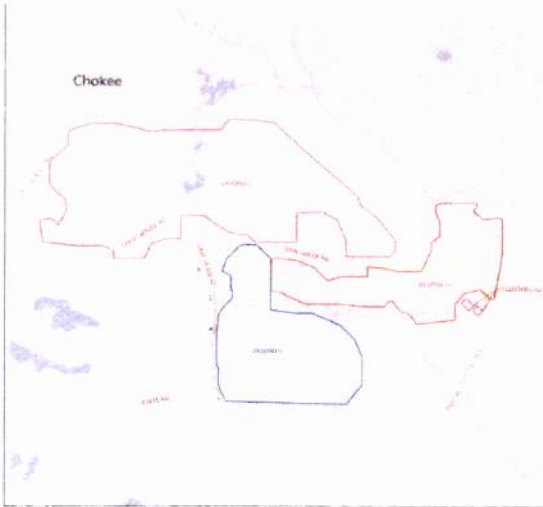
**Plant Design:** August 2022-January 2023

**Plant Construction:** February 2023 – December 2022

**Project Commissioning:** May 2023 – December 2023

Plant Mechanical Completion: November 2023

Commercial Operation: December 2023



VICINITY MAP  
SCALE: 1" = 1000'

**NOTES**

1. VERIFY EXISTING UTILITIES AND RECORD THEM ACCORDING TO LOCAL ORDINANCES.
2. VERIFY EXISTING UTILITIES BY: A. EXAMINING ALL UTILITIES RECORDS ON FILE AT THE LOCAL GOVERNMENT OFFICE AND BY FIELD SURVEY AND RECORDING IN ALL CASES PER ALL COUNTY ORDINANCES AND LOCAL ORDINANCES.

**LEGEND**

- PROPERTY LINE
- APPROX. BOUNDARY
- ROAD RIGHT-OF-WAY
- NEW SECURITY FENCE
- 1" = 10' UTILITIES FROM PARALLEL RIGHT-OF-WAY & PROPERTY LINES
- 1" = 10' ALLIED LINES
- EXISTING UNDERGROUND UTILITIES LINE (NOT TO SCALE)
- EXISTING RIGHT-OF-WAY
- EXISTING EASEMENTS
- WELLS
- PROPOSED ROAD



**ISSUED FOR PERMITTING**

THE DATE OF THIS PLAN IS THE DATE OF THE ORIGINAL PLAN. THIS PLAN IS THE PROPERTY OF THE ENGINEER AND SHALL REMAIN HIS PROPERTY. NO PART OF THIS PLAN SHALL BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF THE ENGINEER.

SILICON RANCH DESOTO SOLAR FACILITY CONDITIONAL USE PERMIT		PROJECT NO. 413292-D5-0001	DATE 05-0001
--	--	-------------------------------	-----------------

NO.	DATE	DESCRIPTION	BY	CHECKED
1	05/01/2011	ISSUED FOR PERMITTING	J. BLACK	J. BLACK



DATE OF PLAN: 05/01/2011  
 PROJECT NO.: 413292-D5-0001  
 SHEET NO.: 72 OF 72

**J. BLACK**  
 ENGINEER  
 1000 N. W. 10th St., Suite 100  
 Ft. Lauderdale, FL 33304  
 PHONE: 954-561-1111  
 FAX: 954-561-1112  
 WWW: www.jblack.com

# SR DeSoto III

## Decommissioning Plan

Submitted to:

Lee County Planning and Zoning

Submitted on behalf of:

SR DeSoto III, LLC  
222 2<sup>nd</sup> Ave South, Suite 1900  
Nashville, TN 37201

October 2022

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## 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  
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](http://www.lee.ga.us)  
[payton.harris@lee.ga.us](mailto:payton.harris@lee.ga.us)

Vacancies will be open until filled.

**Current Volunteer Board Vacancies**

	<b>Vacancies</b>	<b>Expires</b>	<b>Term</b>
Regional Commission Council of Southwest Georgia	3*	01/01/2023	1 Year

**Upcoming Volunteer Board Vacancies**

	<b>Vacancies</b>	<b>Expires</b>	<b>Term</b>
Planning Commission	2	01/31/2023	4 Year
Utilities Authority	4*	01/31/2023	1 Year
Community Foundation Board of Trustees – Lee County	3	03/25/2023	2 Year
Housing Authority Board	1	03/31/2023	1 Year
Tax Assessors Board	1	05/31/2023	3 Year
Chehaw Park Authority	1	06/30/2023	3 Year
Utilities Authority	3	06/30/2023	1 Year

\*Denotes one vacancy being held “By Virtue of Office”

**Regional Commission Council of Southwest Georgia**

District	Name & Address	Term	Appointing Authority
Virtue of Office	TBD	By Virtue of Office	County
Public Sector	Chad Griffin 140 Northwood Drive Leesburg, GA 31763	1 Year Term Expiring on 01/01/2023	County, Leesburg, and Smithville
Private Sector	VACANT	1 Year Term Expiring on 01/01/2023	County
1	Dwight Hickman P.O. Box 213 Smithville, GA 31787	1 Year Term Expiring on 01/01/2023	Leesburg and Smithville

Members must be Lee County citizens.  
 Meetings are held at 6:30 PM on the last Thursday of each month at different locations, to be announced.  
 Suzanne Angell - Executive Director  
 Email: [sangell@swgrc.org](mailto:sangell@swgrc.org)  
 Anna Singletary, Executive Assistant  
 Telephone: (229) 522-3552; FAX (229) 522-3558.

Staggered one year terms  
 Non-Elected Officials: \$25 travel reimbursement  
 Complimentary dinner provided



130 Veterinary Way Unit 2, Leesburg, GA 31763

January 4, 2022

Ms. Payton Harris  
Lee County Board of Commissioners  
102 Starksville Avenue North  
Leesburg, GA 31763

**SUBJECT: Southwest Georgia Regional Commission Appointed Board**

Dear Ms. Harris,

My name is Chad Griffin and I am a partner in a local engineering firm called, "Still Waters Engineering", we are a full-service civil engineering firm that works primarily with municipalities, county commissions and local governments throughout south and central Georgia. Upon seeing the opening for the public sector appointment to the County's board for the Southwest Georgia Regional Commission I was immediately interested. I believe this is a great opportunity for me to partner with those in my community and neighboring communities as we work together with the Regional Commission to promote Southwest Georgia, the City of Leesburg and Lee County. Please note that as an engineer I have been working in southwest Georgia for 22 years and I have worked with many of the 14 counties that are served by the Regional Commission. I have also worked specifically with the Southwest Georgia Regional Commission on many projects and ventures in the past 22 years. I am thankful that a position like this exists for those in the public sector that have an interest to assist. Please accept this letter as my formal request to be appointed to this board. Should a full resume be needed to state my qualifications it can be provided at your request.

Once again, I want to express my thankfulness for the Lee County Board of Commissioners for providing this opportunity. I also want to express my thankfulness to the Lee County Board of Commissioners for providing a potential confirmation for this appointment. I look forward to serving the Lee County and the Southwest Georgia Regional Commission. Should you have any questions about this request please do not hesitate to contact me by phone or email.

Sincerely,

*Chad Griffin*

Chad Griffin, Chief Executive Officer

Still Waters Engineering



# Quotation

**Company Address**

5040 Ridge Road Norwood, GA 30821  
 Phone: 706-339-4396 Email: reesek@msn.com

**Date** 10/11/2022  
**Quotation #** 2022-015  
**Customer ID** LC001

**Quotation For**

Lee County Board of Assessors  
 Dennis Lee  
 104 Leslie Hwy Suite B  
 Leesburg, GA 31763  
 Phone: 229-759-6010

**Quotation valid until:** 10/11/2023  
**Prepared by:** Kristi Reese

Item	Est. Quantity	Column1	Unit Price	Amount
1	161	Measure and List New Construction- Additions, Carports, Garages, Pools, Porches	\$32	\$5,152
2	46	Measure and list new construction - Cell Towers, Commercials, Solar Panels, Signs, Tesla Charging Station	\$50	\$2,300
3	160	Measure and list new construction- New Houses, Mobile Home	\$40	\$6,400
4	20	Field Review Permits - Demolitions, Remodels	\$25	\$500

*\* Items are optional and are estimated quantities, additional quantities will be billed on per unit price*

If you have any questions concerning this quotation, please contact:  
**Kristi Reese, President**

Thank you for your business!

Subtotal	\$ 14,352.00
Other	\$ -
<b>TOTAL</b>	<b>\$ 14,352.00</b>

[WWW.GMASS.NET](http://WWW.GMASS.NET)



## 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
    - MHP 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

Updated: January 6, 2023



- Proposal submitted to the BOC for review
  - Trails: ¾ mile walking trail that runs along a 46 foot high ridgeline above the Kinchafoonee Creek and has a seasonal view of the waterway
    - Eight (8) picnic tables as well as a number of trash cans have been placed along this trail on the creek side
    - Directional signs for the area ordered (i.e. Parking, No Parking, trail markers, boundary signs, etc.)
- Future Improvements
  - Defining the road
  - Rocking the area on top of the ridgeline for a parking area
  - Placing a gate at the trailhead so that the area can be closed to public for safety during high water events
- Planning/Designing Committee created by the Board at the May 11, 2021 meeting
  - **Committee Members:** Art Ford, Tim Sumners, Tom Sumners, Bobby Donley, Lisa Davis, David Dixon, Judy Powell, Commissioner Rick Muggridge, Commissioner Luke Singletary, County Manager Christi Dockery, Parks & Recreation Director Jeremy Morey, Chief Marshal Jim Wright
    - **First Meeting:** June 14, 2021
    - **Second Meeting:** November 15, 2021
    - **Third Meeting:** January 11, 2022

### 2020 Census Numbers

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

### 2021 Census Numbers

- Lee County: 33,411

### Commercial Land Development Permits

- Ace Hardware Store
- Action Building
- Artesian City Federal Credit Union
- Brittany Lakes 2
- Buck Run 5
- Cypress Cove 3
- DeSoto Silicon Ranch Phase 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, 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
- December 13, 2022: Resolution signed to activate a Hospital Authority
- December 22, 2022: Resolution signed appointing the five (5) initial members to the Housing Authority.
  - Bruce Houston, M.D. 3 year term
  - Jennifer Heyer 3 year term
  - Dana Hager 2 year term
  - Randy Carr 2 year term
  - Rick Muggridge 1 year term
  - Upon the expiration of the initial terms as set out above, all future appointees to the Board of the Hospital Authority shall serve staggered terms of three (3) years.

## 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**
    - BOC awarded bid on December 13, 2022 to Reeves Construction Company for \$1,977,781.35

### **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
- December 22, 2022: Board voted to pay the County's share of the cost for sidewalks on Firetower Road (\$13,500.00)

### **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: 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
- Staff is working with DARTS on signal and safety issues
- Estimated Completion Date: December 2024

# RFPs and RFQs

## Open

There are currently no open RFPs or RFQs.

## Recently Awarded

### 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 awarded bid on December 13, 2022 to **Reeves Construction Company** for \$1,977,781.35

### 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 May 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



**MEMORANDUM  
LEE COUNTY BOARD  
OF COMMISSIONERS**

**TO:** Honorable Board of County Commissioners  
**SUBJECT:** Surplus of County Equipment and Vehicles  
**MEETING DATE:** January 11, 2023

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**MOTION/RECOMMENDATION**

Motion to declare the following equipment and vehicles surplus.

**BACKGROUND**

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

1. 2012 Chevrolet Impala, VIN 2GIWD5E32C1309744  
Has been involved in an accident
2. 1985 Ingersoll Rand Air Compressor, SN 149795  
Crank and runs
3. 2009 Ford F-150 Crew Cab, VIN 1FTRX14V19KC51830  
Excessive mileage (213,468 miles)
4. 2003 London Aire Mosquito Sprayer, SN 10412
5. Bad Boy 852 Outlaw Mower, SN BB061FX8500115008  
Consistent issues
6. 2004 Ford F-150, VIN 1FTPX12594NA33841  
Excessive mileage

**ATTACHMENTS**

None

December 13, 2022  
 Mr. Billy Mathis, Chairman  
 Lee County Board of Commissioners  
 102 Starksville Avenue North  
 Leesburg, Georgia 31763  
 Phone: 229-759-6000

**RE: Letter of Intent – Department of Juvenile Justice  
 Lease #6462 – 100 Leslie Hwy., Leesburg, Georgia 31763**

Dear Mr. Mathis:

Thank you for your efforts to date in proposing and providing information to State Properties Commission (“Tenant”) and Department of Juvenile Justice (“Occupying Agency”) regarding the potential continued lease of the space at the above referenced address. Please review the following terms and conditions. Once fully executed, this letter will signal agreement to terms and conditions for a new lease agreement. This is a non-binding offer. **We request your response within ten (10) business days of the date of this letter.**

**PROPOSED PREMISES INFORMATION**

<b>LANDLORD NAME AND MAILING ADDRESS</b>	Lee County Board of Commissioners Mr. Billy Mathis, Chairman 102 Starksville Avenue North, Leesburg, Georgia 31763-4548
<b>PREMISES ADDRESS / SUITE:</b>	100 Leslie Highway Leesburg, Georgia 31763 The Premises is shown in the plan attached as Exhibit A
<b>PREMISES SIZE:</b>	1,120 Rentable Square Feet (RSF)

**PROPOSED LEASE TERMS**

<b>COMMENCEMENT DATE:</b>	The Lease Agreement shall commence on January 1, 2023
<b>TERM:</b>	The Term shall be the period beginning on the January 1, 2023 through June 30, 2023.
<b>RENEWAL OPTIONS:</b>	Tenant shall have 2 options to renew the Term of the Lease, each option being for a period of 1 year.

<b>RENTAL RATE:</b>	<p>The following Rental Rate schedule outlines the Modified Gross rate that the Landlord is proposing to Tenant for the Term.</p> <table border="1" data-bbox="716 323 1200 428"> <thead> <tr> <th>FISCAL YEAR</th> <th>PERIOD</th> <th>ANNUAL RENT</th> </tr> </thead> <tbody> <tr> <td>2023</td> <td>1/1/23-6/30/23</td> <td>\$705.60</td> </tr> </tbody> </table>	FISCAL YEAR	PERIOD	ANNUAL RENT	2023	1/1/23-6/30/23	\$705.60			
FISCAL YEAR	PERIOD	ANNUAL RENT								
2023	1/1/23-6/30/23	\$705.60								
<b>RENEWAL OPTIONS RENTAL RATE:</b>	<table border="1" data-bbox="716 495 1200 638"> <thead> <tr> <th>FISCAL YEAR</th> <th>PERIOD</th> <th>ANNUAL RENT</th> </tr> </thead> <tbody> <tr> <td>2024</td> <td>7/1/23 – 6/30/24</td> <td>\$705.60</td> </tr> <tr> <td>2025</td> <td>7/1/24 – 6/30/25</td> <td>\$705.60</td> </tr> </tbody> </table>	FISCAL YEAR	PERIOD	ANNUAL RENT	2024	7/1/23 – 6/30/24	\$705.60	2025	7/1/24 – 6/30/25	\$705.60
FISCAL YEAR	PERIOD	ANNUAL RENT								
2024	7/1/23 – 6/30/24	\$705.60								
2025	7/1/24 – 6/30/25	\$705.60								
<b>OPERATING EXPENSES:</b>	Landlord shall be responsible for all building and property operating expenses for the Term including any renewals.									
<b>UTILITIES:</b>	With the sole exception of telephone and data/internet, Landlord shall furnish and pay for electricity, gas, water, sewer, and any other utility used by Tenant while occupying the Premises.									
<b>JANITORIAL:</b>	Landlord shall furnish and pay for all Janitorial Services and supplies for general cleaning for the Premises and Common Areas. "Janitorial Services" shall be construed to mean performing the following services within the Premises, which services shall be performed once a week (except for those holidays recognized by national banks in the metropolitan area of Atlanta, Georgia) or unless otherwise stated: (1) vacuum carpet; (2) empty all waste receptacles and remove waste paper and rubbish from the Premises; (3) wash waste receptacles as necessary; (4) sweep vinyl asbestos, asphalt, vinyl, rubber or other composition floors; sweep ceramic tile and brick floors and wash or scrub same as necessary; (5) wax and buff tile floors in office areas on an as needed basis; (6) with respect to any restrooms located within the Premises, empty and sanitize all receptacles and sanitary disposals, fill toilet tissue, soap, towel, and sanitary napkin dispensers as necessary, mop, rinse, and dry floor, clean all mirrors, brightwork and enameled surfaces, scrub floors as necessary, wash and disinfect all basins, urinals, and bowls, wash with disinfectant when necessary all partitions, tile walls and outside surfaces of all dispensers and receptacles. Tenant agrees to promptly report to the Landlord any janitorial condition that should be addressed by the Landlord.									
<b>PARKING:</b>	All parking spaces shall be free of charge throughout the Term and any renewal options exercised by the Tenant.									

**OTHER BUSINESS TERMS**

<b>OBLIGATION TO OPERATE, REPAIR &amp; MAINTAIN:</b>	Landlord will be responsible for all building and property operations, interior and exterior repairs, and maintenance of the Premises at no additional charge to Tenant.
--	--



<b>SIGNAGE RIGHTS:</b>	Should Tenant require a signage change in, on, or around the building during the term of the lease, Tenant, at Landlord's expense, shall be permitted a one-time right to update signage. All signage shall be subject to local ordinances and all government or association approvals.
<b>DEFERRED MAINTENANCE REQUIREMENTS:</b>	<ol style="list-style-type: none"> <li>1. <b>Touch Up Painting.</b> <ol style="list-style-type: none"> <li>a. Fill any surface depressions and prepare surfaces for repainting.</li> <li>b. Provide one coat of finish paint to match existing paint color on all walls. Paint finish to be Satin in general areas and eggshell in the Breakroom, Restrooms and Janitor Closet.</li> <li>c. Any door frames are to be repainted semi-gloss.</li> <li>d. Occupying Agency shall disconnect and move any personal items, computers or other electronic equipment.</li> <li>e. Landlord shall move and reinstall Occupying Agency's furniture. Landlord shall remove and reinstall all electrical cover plates, pictures, and other wall-mounted items on those walls being painted.</li> </ol> </li> <li>2. <b>Carpet Cleaning.</b> – Landlord, at Landlord's sole cost and expense, shall have the carpets cleaned within the Premises on an annual basis.</li> </ol>

**OTHER LEGAL TERMS**

<b>AT-WILL PERIOD:</b>	<p>Landlord and Tenant hereby acknowledge and agree that during the time period from June 30, 2021 through the Commencement Date of this agreement (the "At-Will Period"):</p> <ol style="list-style-type: none"> <li>1. Tenant's Subtenant or the state entity occupying the Premises (the "Occupying Agency") continually occupied the Premises.</li> <li>2. The Occupying Agency continued to pay Rent to Landlord for the Premises.</li> <li>3. Landlord continued to accept Rent from the Occupying Agency.</li> <li>4. No additional amounts are due from Tenant and/or the Occupying Agency to Landlord for obligations accruing during the At-Will Period.</li> </ol>
<b>PEST CONTROL AND PREVENTION:</b>	Landlord shall provide both pest control and treatment quarterly and when requested by the local agency.

If the foregoing offer is acceptable to Landlord and Landlord agrees to undertake good faith negotiations with Tenant in order to finalize a Lease Document embodying the terms set forth above, please execute this letter where indicated below and return a copy to our office (via email) by the time and date referenced in the opening paragraph. If you have any questions or would like to discuss, please call.

Jessica Holliman  
State Properties Commission  
270 Washington St., SW  
Suite 2-129  
Atlanta, GA 30334  
Jessica.Holliman@spc.ga.gov  
404-405-6848

Department of Juvenile Justice -6462  
100 Leslie Hwy. Leesburg, GA 31763

AGREED AND ACCEPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2022.

Landlord: Lee County Board of Commissioners

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

Name: \_\_\_\_\_

(print name)

Its: \_\_\_\_\_

AGREED AND ACCEPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2022.

Occupying Agency: Department of Juvenile Justice

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

Name: \_\_\_\_\_

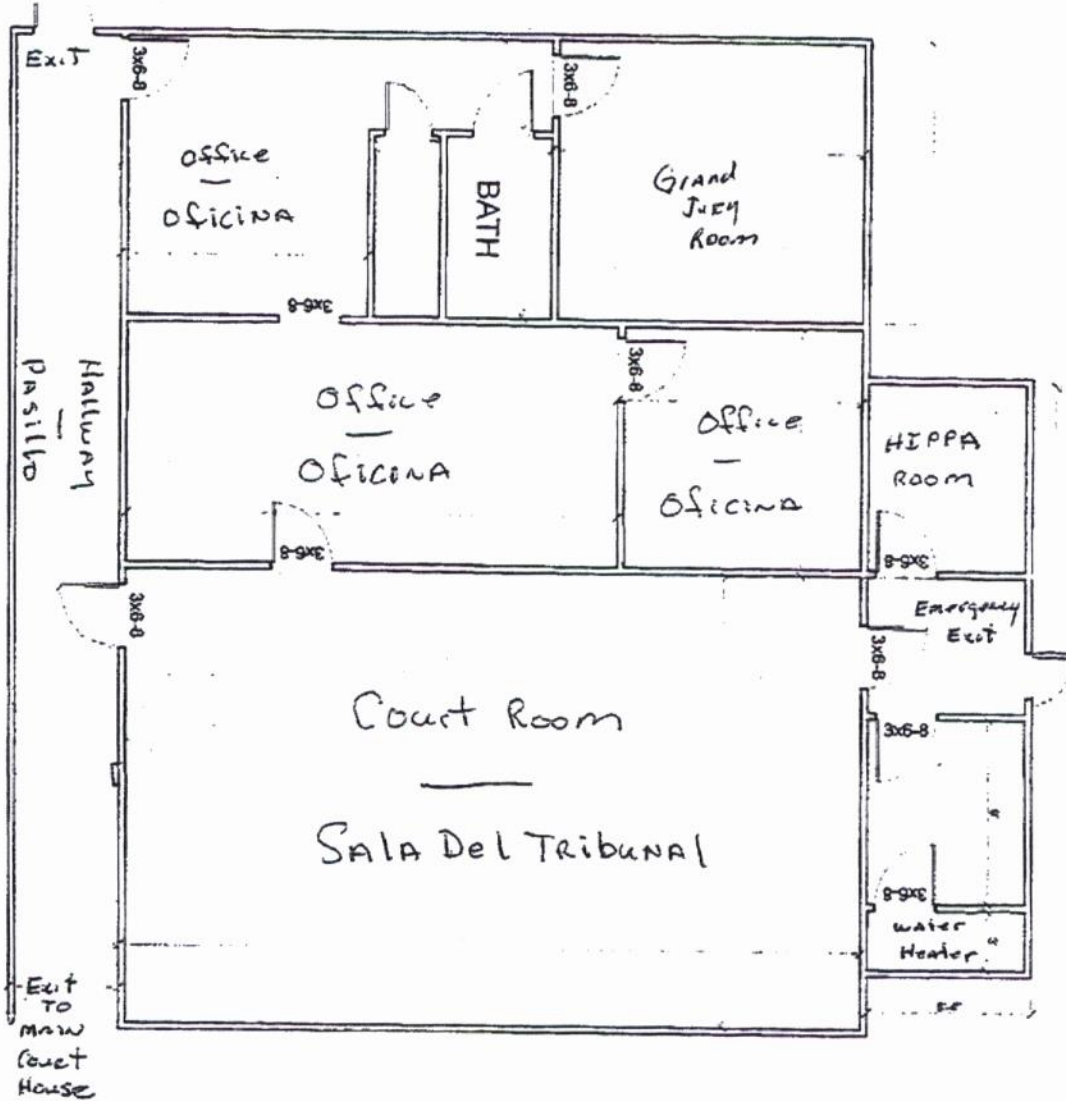
(print name)

Its: \_\_\_\_\_

By signing, the Occupying Agency approves this Letter of Intent as to content including monetary obligations that will be incurred by the Occupying Agency subsequent to the execution of the lease by the State Properties Commission and the Landlord, and upon assignment of the Premises to such Occupying Agency by the State Properties Commission.

Exhibit A

Floor plan / description of Premises



**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 \_\_\_\_\_, \_\_\_\_\_.

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

By: \_\_\_\_\_  
Billy Mathis, Chairman

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

ACTION TAKEN

FIRST READING: December 13, 2022

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**

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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 \_\_\_\_\_, \_\_\_\_.

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

By: \_\_\_\_\_  
Billy Mathis, Chairman

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

ACTION TAKEN

FIRST READING: December 13, 2022

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**

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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 \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

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

By: \_\_\_\_\_  
Billy Mathis, Chairman

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

ACTION TAKEN

FIRST READING:      December 13, 2022

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**

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**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 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

(e) *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 Chapter 6 of the Lee County Code of Ordinances, which regulates the licensure and sale of alcoholic beverages in Lee County, 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) Notwithstanding any other provision of Chapter 6 of the Code of Ordinances of the County, which regulates the licensure and sale of alcoholic beverages in Lee County, the total number of licenses for the -retail package sales of alcoholic beverages in Lee County which may be issued shall not exceed one (1) licensed business for each 9,000 residents of Lee County as determined by the most recent decennial census.

~~(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 licensee for the retail package sale of distilled spirits, as measured by the most direct route of travel on the ground.

**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 under this Article 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 4,500 4,000 square feet and an additional storage area of at least 500 square feet. Such showroom shall be accessible to customers of the licensed business at all times during which the licensed business is open for business. 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.

#### **Sec. 6-228. Number of Licenses per retail dealer.**

(a) No person shall be issued more than two (2) retail package sale dealer licenses, nor shall any person be permitted to have a beneficial interest in more than two (2) retail package sale dealer licenses issued under this chapter, regardless of the degree of such interest.

(b) For purposes of this Code section:

(1) The term "person" shall include all members of a retail dealer licensee's family; and the term "family" shall include any person related to the holder of the license within the first degree of consanguinity and affinity as computed according to the canon law.

(2) The beneficiaries of a trust shall be considered to have a beneficial interest in any business forming a part of the trust estate.

#### **Sec. 6-229. Location of retail package stores.**

No new retail package store engaged in the retail package sales of distilled spirits shall be located within 500 yards on any other business licensed to sell package liquor at retail, as measured by the most direct route of travel on the ground; provided that this limitation shall not apply to any hotel licensed under this Article. The restriction of this subsection shall not apply to any location for which a new license is applied for if the sale of distilled spirits was lawful at such location at any time during the 12 months immediately preceding such application.

#### **Sec. 6-230. Hours of Operation for retail package sales licensees.**

No licensee for retail package sales under this Article shall be open for business prior to 9:00 A.M. or after 10 P.M. Monday through Saturday. On Sunday, no licensee for the retail package sales under this Article shall be open for business prior to 12:30 P.M. of after 10:00 P.M.

**Sec. 6-231. Drive-In Window retail sales.**

With respect to retail package sales authorized under this Article, a licensee shall be authorized to have a drive-in window at the licensee's licensed business location where the purchaser does not have to exit his vehicle in order to make a purchase from the licensee's business, and it shall be permissible for the licensee or any of his employees, to deliver purchases authorized under this Article through that window. A licensee or any of his employees shall be authorized to load purchased goods in a customer's vehicle when the sale of such goods has taken place inside the licensed premises. No individual or business providing delivery services for hire may purchase, pickup, or deliver alcohol purchased by the package from a licensed premises for another person or entity.

Sec. 6-231. Drive-In Window retail sales prohibited.

With respect to retail package sales authorized under this Article, it shall be unlawful for any person, including a licensee, or any employee of a licensee, to sell or offer to sell alcoholic beverages under this Article within Lee County by means of a drive-in window where the purchaser does not have to exit his vehicle in order to make a purchase from the licensee's business.

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 February 1, 2023. ~~January 1, 2023.~~

SO ORDAINED, effective this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

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

By: \_\_\_\_\_  
Billy Mathis, Chairman

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

ACTION TAKEN

FIRST READING:

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SECOND READING:

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DATE OF ADOPTION:

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**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 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

(e) *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 applicant 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 \_\_\_\_\_, \_\_\_\_\_.

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

By: \_\_\_\_\_  
Billy Mathis, Chairman

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

ACTION TAKEN

FIRST READING: \_\_\_\_\_  
December 13, 2022

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**

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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 \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by the governing body of  
Lee County.

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

By: \_\_\_\_\_  
Billy Mathis, Chairman

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