



# BOARD OF COUNTY COMMISSIONERS

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

TUESDAY, OCTOBER 24, 2023 AT 6:00 P.M.  
T. PAGE THARP BUILDING  
OPAL CANNON AUDITORIUM  
WWW.LEE.GA.US

MEETING AGENDA  
VOTING SESSION

## COUNTY COMMISSIONERS

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

## COUNTY STAFF

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

	<u>PAGE</u>
1. <b><u>INVOCATION</u></b> Reverend Melvin Slappy, Kinchafoonee Baptist Church, to lead the invocation.	
2. <b><u>PLEDGE OF ALLEGIANCE</u></b>	
3. <b><u>CALL TO ORDER</u></b>	
4. <b><u>APPROVAL OF MINUTES</u></b>	
(A) Consideration to approve the minutes for the Board of Commissioners meeting for October 10, 2023.	A - D
(B) Consideration to approve the minutes for the Special Called Joint Meeting with the City of Leesburg and City of Smithville on October 10, 2023.	E - F
5. <b><u>CONSENT AGENDA</u></b> NONE	
6. <b><u>NEW BUSINESS</u></b>	
(A) Recognition of County employees' years of service.	1
(B) Mike Talley, Stormwater Engineer with Flint River Consulting, to update the Board of Commissioners on the updated stormwater permit and review steps taken to comply with EPD comments from 2022.	
(C) Mike Talley, Stormwater Engineer with Flint River Consulting, to discuss rectifications for a pipe failure located on Bermuda Lane.	2 - 5
7. <b><u>PUBLIC HEARING</u></b>	
(A) A Public Hearing will be held to mark the completion of the 2021 Community Development Block Grant Project, which included the extension of the Lee County Utilities Authority Water System to service Palmyra Mobile Home Park. The project benefits 78 people.	6
8. <b><u>DEPARTMENTAL MATTERS</u></b>	
<b><u>Fire &amp; EMS</u></b>	
(A) Consideration to award the bid for Turnout Gear.	7 - 9
(B) Consideration to award the bid for the fire truck engine.	10 - 14

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

NONE

10. **COUNTY MANAGER'S MATTERS**

- (A) Updates on County projects. 15 - 20
- (B) Consideration to approve the Letter of Intent for the lease for the Department of Audits, located at 116 Leslie Highway. 21 - 26

11. **COMMISSIONER'S MATTERS**

- (A) Consideration to approve the Intergovernmental Agreement with the City of Leesburg and the City of Smithville for SPLOST VIII. 27 - 38
- (B) Consideration to approve the list of projects to be included in the ballot language for SPLOST VIII. 39 - 48

12. **UNFINISHED BUSINESS**

NONE

13. **COUNTY ATTORNEY'S MATTERS**

- (A) A proposed text amendment to the Lee County Code of Ordinances to include the following: **Chapter 70, Article XII, Section 70-382** related to the C-2 General Business District, to delete Section 70-382(h) in its entirety and adopt, in lieu thereof a new Section 70-382(h) and adding thereto a new Subsection (m) "Sanitariums and Nursing Homes"; **Chapter 70, Article XII Section 70-383** related to the C-2 General Business District adding thereto a new Subsection (g) "Conditional Use"; **Chapter 70, Article XIV, Section 70-422** related to the C-4 Traditional Office District, to delete Section 70-422(f) in its entirety and adopting in lieu thereof a new Section 70-422(f) and adding thereto a new Subsection (k) "Permitted Use"; and **Chapter 70, Article XIV, Section 70-423** related to the C-4 Traditional Office District, to add point (5) pertaining to the location of free standing ancillary healthcare service providers. ***Planning Commission members unanimously recommended approval. Public Hearing held October 10, 2023*** 49 - 52
- (B) Consideration to adopt a text amendment to the Lee County Code of Ordinances to add a Code of Conduct with Respect to the Use of County Facilities. **First Reading held October 10, 2023** 53 - 55

14. **EXECUTIVE SESSION**

NONE

15. **PUBLIC FORUM**

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

16. **ANNOUNCEMENTS**

- (A) The Lee County Animal Shelter will be hosting an adoption event **Saturday, October 28, 2023 from 4:00pm to 7:00pm** at the shelter, located at 101 Mossy Dell Road.
- (B) The renewal process for 2024 Occupation Tax/Business Licenses will begin November 1, 2023. Please go to Lee County's website at [www.lee.ga.us](http://www.lee.ga.us) or contact the Building Inspection office at (229) 759-3326 for more information. **All current business licenses will expire on December 31, 2023.**
- (C) The next regularly scheduled County Commission Meeting is **Tuesday, November 14, 2023 at 6:00pm.**

17. **ADJOURNMENT**

AGENDA MAY CHANGE WITHOUT NOTICE

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



## BOARD OF COUNTY COMMISSIONERS

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

TUESDAY, OCTOBER 10, 2023 6:00 P.M.

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

MEETING MINUTES  
WORK SESSION

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### COUNTY COMMISSIONERS

Billy Mathis, Chairman	District 3
Luke Singletary, Vice-Chairman	District 2
Dennis Roland, Commissioner	District 1
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 voting session on Tuesday, October 10, 2023. 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 Luke Singletary, Commissioner Dennis Roland, 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

Shane Mullins, Senior Pastor of Move Christian Church, led the invocation.

### PLEDGE OF ALLEGIANCE

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

### CALL TO ORDER

### APPROVAL OF MINUTES

- (A) Consideration to approve the minutes for the Board of Commissioners meeting for September 26, 2023.

Commissioner Roland made the **MOTION** to approve the minutes for the Board of Commissioners meeting for September 26, 2023. Commissioner Walls seconded the **MOTION**. The **MOTION** was unanimous with Commissioner Singletary and Commissioner Guarnieri voting yea.

### CONSENT AGENDA

NONE

### NEW BUSINESS

- (A) Lee County School System Superintendent Dr. Kathleen Truitt addressed the Board.  
Dr. Truitt introduced herself to the Board, stating that she was thankful for the support the school system has received from the County and looks forward to a continued positive partnership.
- (B) Consideration to adopt a Proclamation naming October as Careers in Construction Month.  
Commissioner Singletary made the **MOTION** to adopt a Proclamation naming October as Careers in Construction Month. Commissioner Walls seconded the **MOTION**. The **MOTION** was unanimous with Commissioner Roland and Commissioner Guarnieri voting yea.

At the conclusion of the meeting, a photo was taken with instructor Mr. Wanner, the construction students of Lee County High School, and the Board.

## **PUBLIC HEARING**

- (A) **A proposed text amendment to the Lee County Code of Ordinances to include the following: Chapter 70, Article XII, Section 70-382 related to the C-2 General Business District, to delete Section 70-382(h) in its entirety and adopt, in lieu thereof a new Section 70-382(h) and adding thereto a new Subsection (m) "Sanitariums and Nursing Homes"; Chapter 70, Article XII Section 70-383 related to the C-2 General Business District adding thereto a new Subsection (g) "Conditional Use"; Chapter 70, Article XIV, Section 70-422 related to the C-4 Traditional Office District, to delete Section 70-422(f) in its entirety and adopting in lieu thereof a new Section 70-422(f) and adding thereto a new Subsection (k) "Permitted Use"; and Chapter 70, Article XIV, Section 70-423 related to the C-4 Traditional Office District, to add point (5) pertaining to the location of free standing ancillary healthcare service providers. Planning Commission members unanimously recommended approval.**  
Chairman Mathis opened the Public Hearing.

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

## **DEPARTMENTAL MATTERS**

### **Building Inspection/ Business Licensing**

- (A) **Consideration to approve an application for an alcohol license from Mr. Alpeshkumar Patel for the retail sale of off-premise consumption of liquor, wine and beer. This will be a Package Store named "Philema Liquor & Wine" proposed to be located at 1777 Philema Road South.**

Commissioner Guarnieri made the **MOTION** to approve the application for an alcohol license from Mr. Alpeshkumar Patel for the retail sale of off-premise consumption of liquor, wine and beer for a Package Store named "Philema Liquor & Wine" proposed to be located at 1777 Philema Road South. Commissioner Roland seconded the **MOTION**. The **MOTION** passed with a 3-1 vote with Commissioner Singletary voting yea and Commissioner Walls voting no.

### **Planning, Zoning & Engineering**

- (B) **Consideration to approve a variance request from Tony & Rhonda Clark (Z23-011) to install a freestanding aluminum carport over their parking pad, to be installed 2FT away from the front of the house and 2FT away from one wall of the home. This property is located in the Second Land District of Lee County in Lot 106 of the Brentwood North Subdivision. The address is 127 Marlow Lane, Albany, Georgia 31721. Planning Commission members unanimously recommended denial.**

With no **MOTION**, the application failed.

### **Public Works**

- (C) **Consideration to declare vehicles surplus.**

Commissioner Roland made the **MOTION** to declare the following vehicles surplus, to be sold on GovDeals: a 2008 Ford F-350 6.4L Diesel with 162,600 miles and a 2008 Ford F-350 6.4L Diesel with 136,841 miles. Commissioner Walls seconded the **MOTION**. The **MOTION** was unanimous with Commissioner Singletary and Commissioner Guarnieri voting yea.

- (D) **Consideration to purchase four (4) new vehicles.**

County Manager Christi Dockery stated that staff was preparing to pre-order vehicles in September with the understanding that delivery would not be until May or June; however, for the vehicles up for consideration tonight, staff has been informed that they can be delivered as early as either December or January. Commissioner Roland asked that the item be tabled so as to provide the Dodge dealership an opportunity to provide a quote.

Commissioner Roland made the **MOTION** to table the purchase of four (4) new vehicles for the Public Works Department using T-SPLOST funds to include one (1) Ford F-250 gas engine and three (3) F-350 gas

engine trucks with a total estimated cost of \$194,673.00 (state contract price). Commissioner Singletary seconded the **MOTION**. The **MOTION** was unanimous with Commissioner Guarnieri and Commissioner Walls voting yea.

## **CONSTITUTIONAL OFFICERS & GOVERNMENTAL BOARDS/AUTHORITIES**

### **Sheriff's Office and Lee County Jail**

#### (A) **Discussion of the Jail control system and HVAC.**

Josh Ban with MetroPower Inc. dba ESS, discussed the current issues with the system at the Lee County Jail and offered recommendations on resolutions to those issues. Chairman Mathis asked if the system needed patching or replacing, to which Mr. Ban stated that it didn't need to be either patched or entirely replaced. The system is approximately 25 years old except for the chillers that were replaced in 2019. Mr. Ban explained that there are a series of small problems throughout the system, mainly resulting from things being missed during preventive maintenance acts. Mr. Ban summarized the proposal from MetroPower Inc. dba ESS, which includes making the necessary changes in the HVAC system over the course of one (1) year along with preventive maintenance services and adding a few new items to help the system run more efficiently. Once this one (1) year is over, it is suggested that an RFP process be conducted for the continued maintenance, and Mr. Ban and MetroPower Inc. dba ESS can provide assistance with that as well.

Commissioner Roland asked how much it would be to completely replace the system, to which Mr. Ban replied that would be approximately \$2 million. Mr. Ban stated that he does not recommend a full replacement as it is not necessary. If well maintained, certain parts within the system should last another 10 – 20 years.

Commissioner Singletary made the **MOTION** to approve a Comprehensive Preventive Maintenance and Repair Agreement with MetroPower Inc. dba ESS at a total cost of \$54,150.00 to come from the General Fund-Facilities. Commissioner Roland seconded the **MOTION**. The **MOTION** was unanimous with Commissioner Guarnieri and Commissioner Walls voting yea.

Chairman Mathis asked County Manager Dockery to summarize for the Board and audience another issue affecting the jail, the water softener, and the recommendation for action on that item. Ms. Dockery stated that the current water softener has been out for several months and after seeking quotes, staff had only yet to receive one (1) quote, from Culligan, which had been sent to the commissioners prior to the meeting.

Commissioner Singletary made the **MOTION** to approve an agreement with Culligan for the water softener for the Jail at a total cost of \$23,158.52 to come from the General Fund-Facilities. Commissioner Roland seconded the **MOTION**. The **MOTION** was unanimous with Commissioner Guarnieri and Commissioner Walls voting yea.

## **COUNTY MANAGER'S MATTERS**

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

County Manager Christi Dockery discussed ongoing project in the County: (1) The County will soon put out bids for the bridge on New York Road and the red light at Capstone Connector; and (2) the Lee County bicentennial celebration is in June 2025 so staff is working to plan and come up with ideas. Chairman Mathis advised Ms. Dockery to contact DOT about the red light bid as the DOT Commissioner had voiced interest in the project to him in a recent conversation.

#### (B) **Consideration to approve an easement on Dan Green Road for SR DeSoto Phase III.**

Commissioner Roland made the **MOTION** to approve an easement for transmission lines on Dan Green Road for SR DeSoto Phase III. Commissioner Singletary seconded the **MOTION**. The **MOTION** was unanimous with Commissioner Guarnieri and Commissioner Walls voting yea.

#### (C) **Consideration to approve the Letter of Engagement for Mauldin & Jenkins for the FY2023 Audit.**

Commissioner Singletary made the **MOTION** to approve the Letter of Engagement for Mauldin & Jenkins for the FY2023 Audit. Commissioner Roland seconded the **MOTION**. The **MOTION** was unanimous with

Commissioner Guarnieri and Commissioner Walls voting yea.

**COMMISSIONER’S MATTERS**

- (A) **Discussion of the “Pocket Park” revitalization project as it relates to Pirate’s Cove Nature Park. HANDOUT**

Commissioner Guarnieri asked that the funds and project plans set aside for a pocket park that was put on hold for his district at the meeting on September 26, 2023 (Huntingdon Park) be redirected towards Pirate’s Cove.

Commissioner Guarnieri made the **MOTION** to approve an agreement with Hasley Recreation, Inc for Pirate’s Cove at a total cost of \$85,645.59 to come from impact fees. Commissioner Roland seconded the **MOTION**. The **MOTION** was unanimous with Commissioner Singletary and Commissioner Walls voting yea.

Chairman Mathis asked that County Manager Christi Dockery check with DOT on the possibility of placing a kayak launch at Pirate’s Cove. Ms. Dockery stated that she will reach out to DNR and will bring it back to the Board. Regarding the boat ramp project at the 100 acre property, DNR has six (6) projects ahead of us, so unfortunately will not be starting on ours this Fall as originally hoped.

**UNFINISHED BUSINESS**

NONE

**COUNTY ATTORNEY’S MATTERS**

- (A) **Consideration to adopt a text amendment to the Lee County Code of Ordinances to add a Code Of Conduct with Respect to the Use of County Facilities. FIRST READING**

The First Reading was conducted.

**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.*

Paul Clayton – State of Old Leslie Road

Chairman Mathis asked if anyone else would like to speak. With no more comments or questions from the audience, the Public Forum was closed.

**ANNOUNCEMENTS**

- (A) The next regularly scheduled County Commission Meeting is **Tuesday, October 24, 2023 at 6:00pm.**

**ADJOURNMENT**

The meeting adjourned at 6:24 PM.

Facebook video link: <https://www.facebook.com/leecountyga/videos/3308704566057142>

*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.*

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## BOARD OF COUNTY COMMISSIONERS

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

TUESDAY, OCTOBER 10, 2023 AT 5:00PM  
T. PAGE THARP BUILDING  
KINCHAFOONEE ROOM  
WWW.LEE.GA.US

JOINT SPECIAL CALLED MEETING  
CITY OF LEESBURG  
CITY OF SMITHVILLE

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### COUNTY COMMISSIONERS

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

### COUNTY STAFF

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

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The Lee County Board of Commissioners met for a Special Called Meeting on Tuesday, October 10, 2023 at 5:00pm. The meeting was held in the Kinchafoonee Room of the Lee County T. Page Tharp Governmental Building in Leesburg, Georgia. Those present from the County were Chairman Billy Mathis, Commissioner Luke Singletary, Commissioner Dennis Roland, Commissioner Chris Guarnieri, Commissioner George Walls, County Clerk Kaitlyn Good, Finance Director Heather Jones, and County Manager Christi Dockery. Those present from the City of Leesburg were City Manager Bob Alexander, City Attorney Bert Gregory, Councilwoman Judy Powell, Councilman Jason Renfro, Councilman David Daughtry, Councilman Rufus Sherman, Councilman Richard Bush, and Finance Director Cheryl Allison. Those present from the City of Smithville were Mayor Vincent Cutts, Councilman Dwight Hickman, Councilwoman Ilean Bady, and Councilman James Champion.

Chairman Mathis called the meeting to order at 5:08PM.

### CALL TO ORDER

(A) **Discussion of an Intergovernmental Agreement for SPLOST VIII.**

Commission Chairman Mathis opened the room for discussion about the allotted percentages for each entity for the collection of SPLOST VIII. In the agenda packets, the officials are presented with the following two (2) percentages for each entity: The percentage based on population as reported in the 2020 Census and the current percentages for collection of SPLOST VII.

Leesburg City Manager Bob Alexander stated that it was the consensus of the City of Leesburg's officials to use the percentage as determined by the population (10.49%) as they had recently passed a worksheet with that figure in mind. Commission Chairman Mathis stated that an intergovernmental agreement must be signed prior to November 10, 2023 to be eligible for the March 2024 election date.

Smithville Councilwoman Bady asked if one entity wishes to select the percentage based on population if the other entities had to choose their population percentage as well. Leesburg Attorney Gregory and Chairman Mathis stated they thought each entity could pick whatever percentage they wanted. Chairman Mathis added that if Smithville did not choose the population percentage, they would get more money.

Smithville Mayor Vincent Cutts entered the meeting at 5:12pm. Mayor Cutts stated that it was the consensus of the City of Smithville's officials to use the current percentage used for SPLOST VII (2.03%). The Board of Commissioners agreed that Lee County's percentage will be the difference, 87.48%.

The next step would be for each entity to determine their list of projects for the ballot and approve and sign the Intergovernmental Agreement. The agreement, once finalized with the details discussed tonight, will be sent to all



entities to approve and sign at future meetings.

**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 **October 10, 2023 at 6:00pm.**

**ADJOURNMENT**

The meeting was adjourned at 5:16 PM.

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**MEMORANDUM  
LEE COUNTY BOARD  
OF COMMISSIONERS**

**TO:** Honorable Board of County Commissioners  
**SUBJECT:** Employee Years of Service Recognition  
**MEETING DATE:** Tuesday, October 24, 2023

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

15 years – Audrey Barrett – DETENTION OFFICER - LIEUTENANT  
15 years – Bryan Barnes – PT PARAMEDIC  
20 years – Leonard Favors – UTILITIES AUTHORITY WASTEWATER  
DISTRIBUTION OPERATOR



**Memo**

**To:** Christi Dockery – County Manager, Lee County  
Joey Davenport – Assistant County Manager, Lee County

**From:** Michael L. Talley, P.E.

**Date:** 10/17/2023

**Re:** Grand Island Pipe Failure – 132 Bermuda Ln

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On September 26, 2023, I met with Joey Davenport and Anthony King in the rear of 132 Bermuda Ln, adjacent to the old Grand Island golf course, to investigate a complaint of a “sink hole”.

Upon inspecting the site, the “sink hole” turned out to be a failed stormwater pipe. The pipe failure and subsequent erosion had left a large hole in the south east corner of 132 Bermuda Ln. As seen in the pictures below, this large hole is in close proximity to a child’s playset.



View of rear of 132 Bermuda Ln.



Pipe failure location looking towards 132 Bermuda Ln

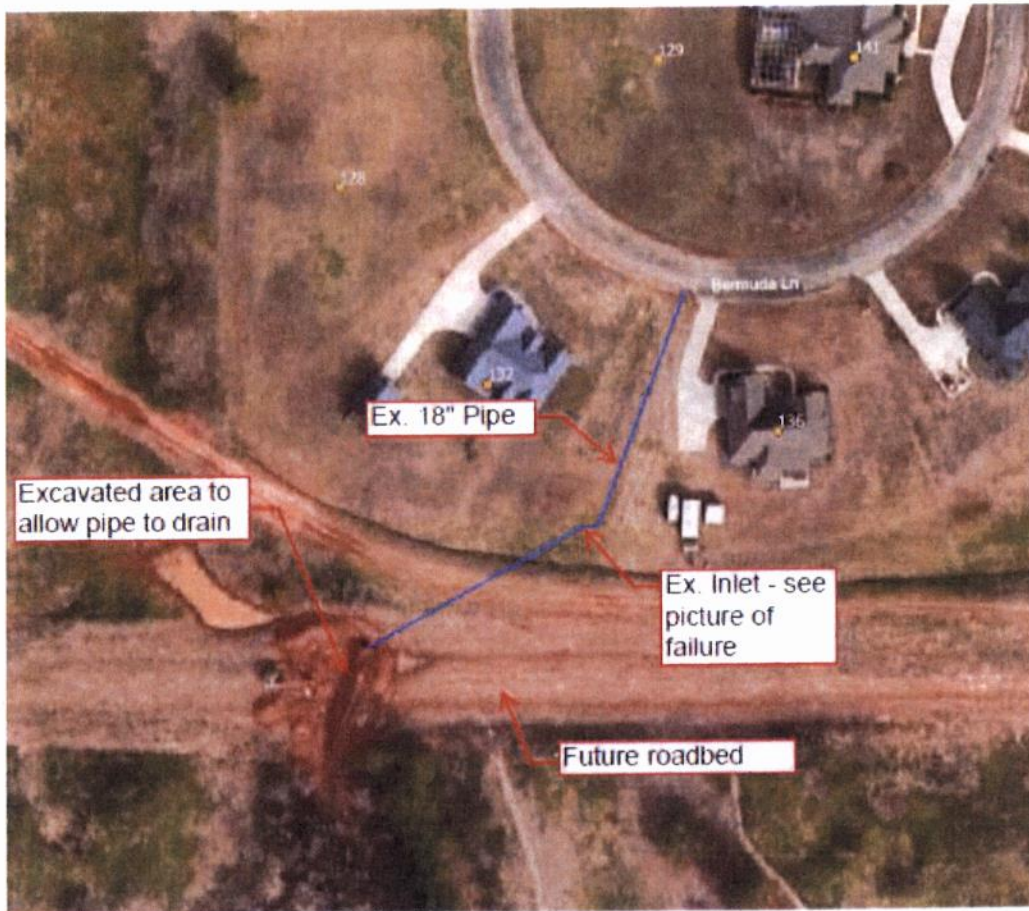


View inside hole caused by pipe failure

Based on video footage of this line, there is a bend in the pipe to the right of the pictures. There is no junction box at this bend and the pipe changes from reinforced concrete (RCP) to high density polyethylene (HDPE). The HDPE pipe (plastic pipe) appears to be crushed between the bend and the existing inlet shown in the left side of the pictures.

The HDPE pipe then flows south to an existing pond. When Lee County constructed a roadbed through this area, the end of the pipe was covered by the roadbed fill. This caused stormwater to back up the line and flood Bermuda Ln at the existing curb inlets. Once the issue was discovered, Lee County Public Works excavated a trench through the constructed roadbed. This allowed the pipe to flow, but its most likely that the pipe surcharging while it was blocked led to the pipe failure.

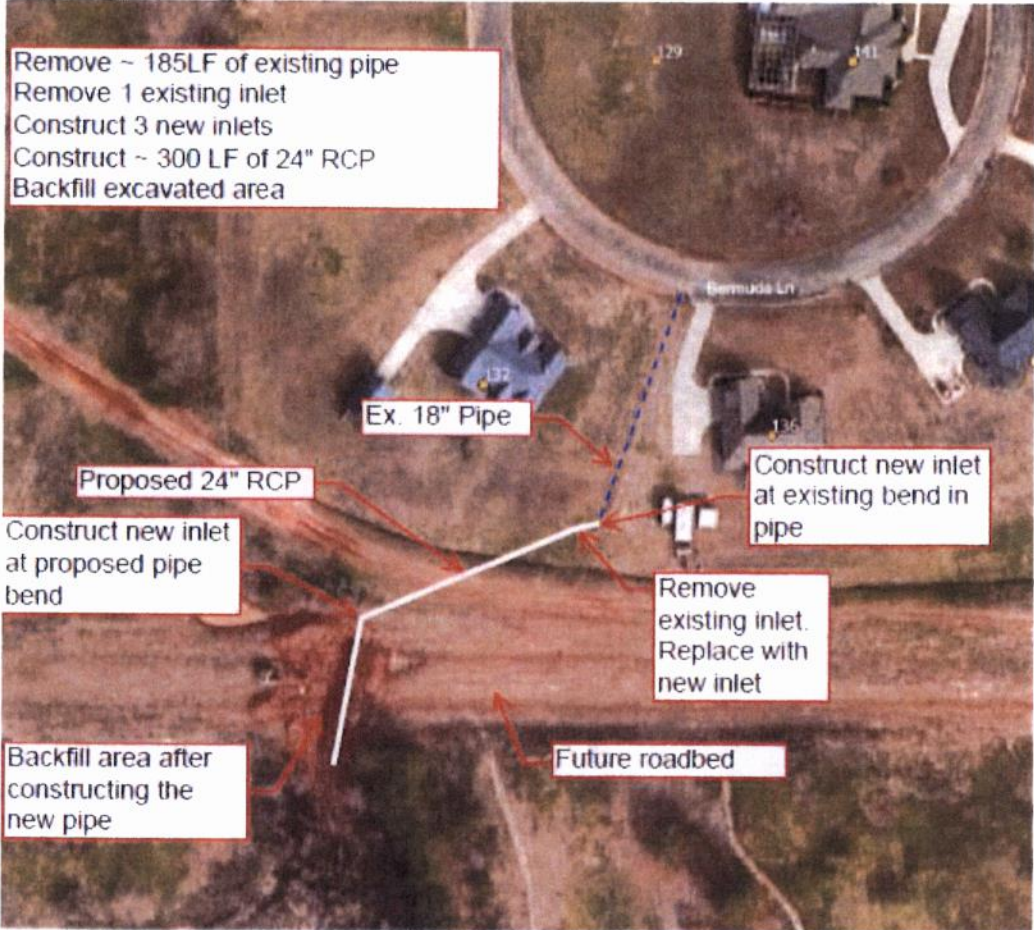
Below is a sketch showing the existing condition at the site:



Existing conditions

The pipe failure needs to be repaired to prevent the erosion for getting worse and to keep someone from being injured in the hole. Additionally, the pipe should be extended to the pond and the excavated area should be backfilled. At this time, the large excavated trench is a safety concern as well.

My recommendation is to construct a new inlet at the bend in the pipe, replace the inlet at the pipe failure and reconstruct the storm line as a 24" RCP line. Further, I recommend that the pipe be extended through the roadbed to the pond. A new inlet/junction box would be required at the end of the existing pipe to connect the new pipe to the pond. See the below sketch for details:



Proposed conditions

**PUBLIC HEARING NOTICE**  
**COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**  
(Project Completion Hearing)

Lee County has completed its 21p-y-088-1-6221 Community Development Block Grant Project. The following activities were completed.

The extension of the Lee County Utilities Authority Water System to service Palmyra Mobile Home Park. The project benefits 78 people.

Lee County will hold a PUBLIC HEARING on October 24, 2023, at 6:00 p.m. in the Opal Cannon Auditorium of the T. Page Tharp Governmental Building, located at 102 Starkville Avenue North, Leesburg, GA 31763, for the purpose of discussing the completed activities and to receive citizen comments. All citizens are invited to attend this Hearing.

A copy of the Final Quarterly Report is now available at the County Manager's Office located at 102 Starkville Avenue North, Leesburg, GA 31763 for review. Any person desiring to comment on the performance of the project may write to the County at 102 Starkville Avenue North, Leesburg, GA 31763.

Lee County is committed to providing all persons with equal access to its services, programs, activities, education, and employment regardless of race, color, national origin, religion, sex, familial status, disability, or age. For reasonable accommodation, please contact Kaitlyn Good at (229) 759-6000 or email [kaitlyn.good@lee.ga.us](mailto:kaitlyn.good@lee.ga.us). If you need an alternative format or language, please contact Kaitlyn Good at (229) 759-6000 or email [kaitlyn.good@lee.ga.us](mailto:kaitlyn.good@lee.ga.us). Persons with hearing disabilities can contact us at the Georgia Relay Service, at (TDD) 1-800-255-0056 or 1-800-255-0135 (Voice).





Lee County Fire and Emergency Services

342 Leslie Hwy

Leesburg Ga, 31763

229-759-6090

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## Turnout Gear Bid

The Honorable Board of Commissioners

Ref: Fire Dept. Turnout Gear Bid

**The recommendation to purchase turnout gear is from MES.**

The bid from MES is **\$33,700.00** which is below the amount budgeted.

MES provided brochures as well as specs that the bid required.

The gear that MES bid is the gear that we have purchased for the past 6 years.

Technology International did not provide brochures nor specs as the bid required.

Bid Amount 24,300.00

This bid was advertised on Lee County website.

Respectfully,

David Forrester

Fire Chief



**INVITATION TO BID  
LEE COUNTY FIRE & EMS  
TURN OUT GEAR  
RFP #1012**

**BID FORM**

**Name of Bidder/ Vendor:** Technology International, Inc.

**Contact Person:** Rifat Habib

**Mailing Address:** 1331 South International Parkway, Suite 2251,  
Lake Mary, Florida 32746

**Telephone:** (407) 359-2373

**Email:** tii@tii-usa.com

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

The undersigned bidder agrees to deliver the apparel to Lee County, Georgia complete and ready for wear within 16 weeks days after being awarded the bid.

The undersigned bidder hereby declares that the requirements herein referred to have been carefully examined and all equipment, materials, and information called for by the bid requirements will be provided for the following sum:

**Total Bid Amount =** 24,300.00

**Authorized Signature:** *Rifat Habib* **Title:** business development executive

**Name Printed:** Rifat Habib **Date:** 10/11/2023

**INVITATION TO BID  
LEE COUNTY FIRE & EMS  
TURN OUT GEAR  
RFP #1012**

**BID FORM**

Name of Bidder/ Vendor: Municipal Emergency Services, Inc.

Contact Person: Robert Zamudio

Mailing Address: 86 Thornhill drive

Brunswick, GA 31525

Telephone: 912-237-5536

Email: rzamudio@mesfire.com

It is agreed by the undersigned bidder that the signature and submission of this bid represents the bidder's acceptance of all terms, conditions, and requirements of the bid specifications and, if awarded, the bid will represent the agreement between the parties.

No addendums will be allowed unless initiated by the County.

The undersigned bidder agrees to deliver the apparel to Lee County, Georgia complete and ready for wear within 150 days after being awarded the bid.

The undersigned bidder hereby declares that the requirements herein referred to have been carefully examined and all equipment, materials, and information called for by the bid requirements will be provided for the following sum:

Total Bid Amount = \$33,700.00

Authorized Signature: Ward Petrie Title: SVP Finance  
Ward Petrie (Sep 19, 2023 11:55 EDT)

Name Printed: Ward Petrie Date: Sep 19, 2023



## MEMORANDUM LEE COUNTY BOARD OF COMMISSIONERS

**TO:** Honorable Board of County Commissioners  
**SUBJECT:** Fire Truck Engine  
**MEETING DATE:** Tuesday, October 24, 2023

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### MOTION/RECOMMENDATION

Motion to award the bid for a fire truck engine.

Staff recommends awarding the bid to Rush Truck Center, the lowest responsive bidder, at a total cost of \$28,935.31.

### BACKGROUND

The Lee County Board of Commissioners is accepting sealed written bids from qualified vendors for **the purchase, preparation, and installation of a new Diesel Engine DT 530 for a 2003 International Fire Truck**. Contract information and bid form are enclosed.

If you choose to submit a written bid, your sealed bid must be marked **“Fire Truck Engine”** and delivered to the Lee County Clerk’s Office at the T. Page Tharp Building located at 102 Starksville Avenue North Leesburg, Georgia 31763, **no later than 2:00pm on Monday, October 23, 2023**. All bids will be opened during a **public bid opening at 2:05pm on Monday, October 23, 2023**, in the Opal Cannon Auditorium of the T. Page Tharp Building located at 102 Starksville Avenue North Leesburg, Georgia 31763.

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

<b>Interstate Nationalease, Inc.</b>	\$36,135.63
<b>Rush Truck Center</b>	\$28,935.31

### ATTACHMENTS

Proposals

Invitation to Bid  
Fire Truck Engine  
Lee County Fire & EMS  
RFP #1023


Bid Form

Name of Bidder/ Vendor: Interstate Nationallease, Inc  
Contact Person: Hal Houston  
Mailing Address: 2700 Palmyra Rd.  
Albany, GA 31707  
Telephone: (229)  
Email: HHouston @ INLLeasing . com

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

All time and materials required to purchase, prep, and install a new Diesel Engine DT 530 for a 2003 International Fire Truck for Lee County Fire & EMS.

Engine will be fully installed 30 days after receipt of Notice to Proceed *and Delivery of Parts from supplier.*  
Based on current engine availability and pricing.  
Materials = \$28,385.63  
Labor = \$7,750.00  
Total Bid Amount = \$36,135.63

Authorized Signature:  Title: Director of Maintenance

Name Printed: Hal Houston Date: 10/12/2023

Invitation to Bid  
Fire Truck Engine  
Lee County Fire & EMS  
RFP #1023

Bid Form

Name of Bidder/ Vendor: Rush Truck Center  
Contact Person: Jeff Wardle  
Mailing Address: 16 Union Industrial Way  
Tifton, Ga 31793  
Telephone: 229-472-5200 opt 2  
Email: wardlej@rushenterprises.com

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

All time and materials required to purchase, prep, and install a new Diesel Engine DT 530 for a 2003 International Fire Truck for Lee County Fire & EMS.

Engine will be fully installed 7 days after receipt of Notice to Proceed.

Materials = \$19,239.31

Labor = \$9,696.00

Total Bid Amount = \$28,935.31

Authorized Signature:  Title: District General Manager

Name Printed: Brian Stewart Date: 10/19/23

### Rush Limited Warranty

NEW PRODUCTS – MANUFACTURER WARRANTIES ONLY. Any warranties on any new product(s) sold by Rush are limited only to any printed warranty provided by the applicable manufacturer of the product. EXCEPT FOR ANY SUCH WARRANTIES MADE BY MANUFACTURERS, THE PRODUCT(S) ARE SOLD WITHOUT ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EACH OF WHICH IS EXPRESSLY DISCLAIMED.

USED PRODUCTS – NO WARRANTIES. All used product(s) sold by Rush are sold on an “AS IS, WHERE IS” basis, without any warranties by Rush. EXCEPT FOR ANY MANUFACTURERS’ WARRANTIES THAT MAY STILL BE IN EFFECT, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY DISCLAIMED.

LIMITED WARRANTY ON SERVICES. Rush warrants that all services performed by Rush for a customer, including repair, maintenance and installation services (“Services”), will be performed in a good and workmanlike manner (“Services Warranty”). The Services Warranty is valid for a period of ninety (90) days from the date the Service is completed. Customer’s sole and exclusive remedy, and Rush’s entire liability, under the Services Warranty is the repair of any nonconforming portion of the Services. RUSH PROVIDES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, CONCERNING ITS SERVICES. The Services Warranty is strictly limited to Services performed by Rush for customer. Rush does not warrant any services provided by any third-party. Any warranties are solely those that are provided by the third-party service provider.

## RENEWED™ ENGINE WARRANTY COVERAGE

- ❖ All RENEWED replacement trimmed engines carry a 24-month parts / unlimited mileage nationwide limited warranty.
  - Fuel pumps, fuel injectors, turbocharger, high pressure fuel pump, sensors, electrical harnesses, glow plugs, and block heaters are covered for 12 months.
  - Labor is covered 100% when the part is installed by an International® service location or an authorized fleet customer with an approved in-house warranty agreement.
  
- ❖ All RENEWED short block and long block partial engine assemblies carry a 12-month parts / unlimited mileage nationwide limited warranty.
  - Labor is covered 100% when the part is installed by an International service location or an authorized fleet customer with an approved in-house warranty agreement.
  
- ❖ Claims for RENEWED engine parts whether sold over the counter or installed by an International dealer are handled the same way: the dealer is required to contact the RENEWED supplier to gain claim authorization prior to repair. A claim tracking number will be issued, and a repair plan agreed upon to include any agreed upon parts and labor coverage.

\* For Warranty Concerns:

- Call SRC at 1-800-327-2253 (provide serial # for I6 and Big Bore Engines).
- Call CAT at 317-346-3300 (provide serial # for V6 and V8 Engines).



## MEMORANDUM

### LEE COUNTY BOARD OF COMMISSIONERS

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

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#### Agricultural/ Recreation 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 began in January 2023
- Improvements to the Property
  - Renovation of Covered Building: New roof, fresh paint, picnic tables, electrical system, well
  - Bobby Donley, Lanier Engineering, provided proposed site plan
    - Proposal submitted to the BOC for review
  - Trails: ¾ mile walking trail that runs along a 46 foot high ridgeline above the Kinchafoonee Creek and has a seasonal view of the waterway
    - Eight (8) picnic tables as well as a number of trash cans have been placed along this trail on the creek side
    - Directional signs for the area ordered (i.e. Parking, No Parking, trail markers, boundary signs, etc.)
- Future Improvements
  - Define the location of the road
  - Grade and place compacted crushed stone GAB/recycled asphalt on 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, Rick Muggridge, Commissioner Luke Singletary, County Manager Christi Dockery, Parks & Recreation Director Jeremy Morey
    - **First Meeting:** June 14, 2021
    - **Second Meeting:** November 15, 2021
    - **Third Meeting:** January 11, 2022
  - Staff is working with a local engineering firm to develop a plan
- Professional Services Agreement with Lose Designs approved and signed on August 8, 2023
- Onsite meeting held Friday, September 15, 2023



## **Bicentennial Anniversary – June 9, 2025**

- Preliminary discussions with staff and Lisa Davis, Chamber of Commerce Executive Director, on projects and ideas for a community celebration for Lee County's first 200 years
- Proposals:
  - Beginning June 2024, the BOC could recognize LC departments and long-time business partners each month leading up to the June 9, 2025 anniversary
  - Create a time capsule with community involvement to bury on LC property
  - Draft a Proclamation for the Local Delegation to honor LC on the 200 anniversary
  - Propose a project that could be completed with the cities and community to honor this anniversary (e.g. buy 200 trees from DNR and give to the public to plant in honor of LC)
  - Develop logo/medallion to honor this occasion

## **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 – Hwy 82
- Artesian City Federal Credit Union
- Boaters World – Ridezilla – Hwy 19
- DeSoto Silicon Ranch Phase II & III
- Drake Properties – Downtown Leesburg Restaurant Passion & Bliss
- Eliano's Coffee – Hwy 19
- El-Maya Restaurant Renovation and Expansion – US 19
- Flint Ventures Commercial Subdivision – US 19
- Forrester Crossing Commercial Subdivision Phase II – Hwy 19
- Forrester Crossing Phase I – New Office Building
- Georgia Electric Associates New Office – Veterinary Way
- Giovingo Properties Sanitary Sewer Expansion – US 82
- Ledo Self Storage Phase II
- Mavis Tire – Hwy 19
- New Jerusalem Grove Baptist Church – Smithville
- New Little Caesar's Location – US 82
- Oxford Business Park
- Seven Brew – Hwy 82
- Southern Hills Orchards – New York Road AG Office Space
- Three (3) Proposed Package Stores – Hwy 19 & Hwy 82
- Tidal Wave – Ledo Road
- Wawa Gas Station – Hwy 82
- Whistle Wash – Hwy 82
- Woodgrain Millwork Expansion – Hwy 82

## **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

- Also mapping greenspace, stormwater holding ponds, Hazard Mitigation lots, etc.
- Goal: To have an internet map in ArcGIS Online where utility workers can view utility maps on a tablet in the field.

### LMIG Funds

- **FY2024**

- Letter received from GDOT July 5, 2023
- Funds Received from GDOT: \$690,908.06
  - Total, with 30% match from Lee County: **\$898,180.48**
- Application approved at the September 12, 2023 BOC meeting
- Application submitted September 13, 2023
- Application approved September 18, 2023
- Grant Funds received September 19, 2023
- Staff writing RFP documents

- **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. Striping remains to be completed.
- 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**
- Completed: May 2023
- July 2023: Documents submitted to GDOT for closeout

### 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)
- Ongoing project

### Smithville Road Bridge

- Georgia Department of Transportation, GDOT, plans to replace the bridge over the Muckaloochee Creek on Smithville Road
- Construction and Maintenance Easements received from adjoining property owners and recorded
- Estimated Start Date: August 2024
  - Detour will be implemented during this construction
  - Estimated completion date: January 2025

### 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 Period: October 1, 2019 - September 30, 2025
- Ballot amount: \$20,825,603.00
  - Current collection: \$18,737,913.00 as of September 2023 (90%)
  - Average monthly collection: \$398,679.01
  - Projected to collect ballot amount by February 2024

## **SPLOST VIII**

- Citizens will vote on referendum March 12, 2024
- Collection Period: October 1, 2025 - September 30, 2031
- LC Departments have submitted their requests for projects to be included on the next ballot
- September 12, 2023: BOC approved placing on the March 2024 ballot
- BOC reviewing staff proposed projects
- Meeting with Lee County, Leesburg, and Smithville officials held Tuesday, October 10, 2023 at 5:00pm with all entities in agreement.
- IGA and projects list will go to the BOC on October 24, 2023 for approval

## **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 Period: April 1, 2019 - March 31, 2024
- Ballot amount: \$16,995,017.00
  - Current Collection: \$15,964,648.77 as of September 2023 (94%)
  - Average monthly collection: \$301,219.79
  - Projected to collect ballot amount by January 2024

## **TSPLOST II**

- Joint meeting held Tuesday, June 21, 2022 at 5:00pm
- Voters approved continuation of TSPLOST II in November 2022
- Collection Period: April 1, 2024 – March 31, 2029

## **Telecommunications Tower**

- To be located at the Smithville Fire Station
- Partnering with Motorola
- Surveying has begun
  - Once completed, crews can then break ground
- Estimated Completion: May 2024

## **Westover Extension**

- GDOT project - DARTS support
- Will connect Westover Road and Ledo Road at Capstone Connector
- Oxford Construction Company awarded bid from GDOT
  - Project ongoing
- Staff is working with GDOT and DARTS on signal and safety issues for Ledo Road intersection
- Estimated Completion Date: December 2024
- Discussions with Scott Chambers, GDOT, regarding a traffic study & signal installation

## **Windstream – Kinetic Fiber Installation**

- Kinetic staff is currently staking installation areas throughout the county
- Engineering design is expected to be completed by January 2024
- Crews will begin fiber installation in early 2024 with anticipated completion of over 4,234 underserved properties by the end of 2024.

- Project is required to be completed by 2026 with minimum speeds of 100 Mbps download and 100 Mbps upload
- Funding for this project includes:
  - Grant award from Georgia's State & Local Fiscal Recovery Funds - \$12,541,241.00
  - Kinetic funding of \$7,337,804.00 with Lee County's match of \$1,200,000.00
  - ARPA funding
  - Total Investment: \$21,079,046.00

## **RFPs and RFQs**

### **Open**

#### **Courthouse Window Coverings**

- Pre-Bid Meeting: September 28, 2023
- Bid Opening: October 19, 2023
- Results to be brought to the Board on October 24, 2023

#### **Engine for Fire Truck**

- Bid Opening: October 23, 2023
- Results to be brought to the Board on October 24, 2023
- Approved by BOC at September 26, 2023 meeting

#### **Turn Out Gear for Fire & EMS Personnel**

- Bid Opening: October 12, 2023
- Results to be brought to the Board on October 24, 2023

#### **Coston Road Paving Project**

- Pre-Bid Meeting: October 25, 2023
- Bid Opening: November 13, 2023
- Approved by BOC at September 26, 2023 meeting

### **Recently Awarded**

#### **Landscaping**

- Courthouse and Tharp Building
- Pre-Bid Meeting: August 10, 2023
- Bid Opening: September 21, 2023
- BOC awarded bid on August 22, 2023 to **Lawn Barber Nursery** at a total cost of **\$81,043.96**

#### **Elections and Registration Office Renovation**

- Approved by BOC at April 11, 2023 meeting
- Pre-Bid Meeting: July 6, 2023
- Bid Opening: July 20, 2023
  - No bids received
- Bid was republished
- Second Pre-Bid Meeting: August 8, 2023
- Bid Opening: August 21, 2023
- BOC awarded bid on August 22, 2023 to **3D Construction, Inc.** at a cost of **\$90,200.00**
- Ongoing

### **Future**

#### **Road Resurfacing Projects**

- Including those roads listed on LMIG 2024 application
- Approved by BOC at September 12, 2023 meeting

- Staff writing RFP documents
- Projected Bid Opening: TBD

#### **Fencing**

- Approved by BOC at April 25, 2023 meeting
- Staff writing RFP documents
- To be placed at several County facilities
- 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
- Project to be reopened at a future date

#### **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

October 13, 2023

Christie Dockery  
Lee County Board of Commissioners  
102 Starksville Avenue N  
Leesburg, Georgia 31763  
229-759-6000  
cdockery@lee.ga.gov

**RE: Letter of Intent – Department of Audits & Accounts  
Lease #5081 116 Leslie Hwy, Leesburg, Georgia 31763**

Dear Ms. Dockery:

Thank you for your efforts to date in proposing and providing information to State Properties Commission (“Tenant”) and Department of Audits & Accounts (“Occupying Agency”) regarding the potential continued lease of the space at the above referenced address. Please review the following terms and conditions and fill in all required information. 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>	<b>Lee County Board of Commissioners</b> [Name of Landlord parent / controlling entity and / or partners] (if applicable) Christie Dockery 102 Starksville Ave N Leesburg, Georgia 31763
<b>PREMISES ADDRESS / SUITE:</b>	<b>116 Leslie Hwy Leesburg, Georgia 31763</b> The Premises is shown in the plan attached as Exhibit A
<b>PREMISES SIZE:</b>	<b>3,220 Rentable Square Feet (RSF)</b>

**PROPOSED LEASE TERMS**

<b>COMMENCEMENT DATE:</b>	<b>July 1, 2023</b>			
<b>TERM:</b>	The Term shall be the period beginning on the Commencement Date through June 30, 2024.			
<b>RENEWAL OPTIONS:</b>	Tenant shall have <b>Three (3)</b> options to renew the Term of the Lease, each option being for a period of One (1) year.			
<b>RENTAL RATE:</b>	The following Rental Rate schedule outlines the Modified Gross rate that the Landlord is proposing to Tenant for the Term.			
	<b>FISCAL YEAR</b>	<b>PERIOD</b>	<b>MONTHLY RENT</b>	<b>ANNUAL RENT</b>
	2024	7/1/23 – 6/30/24	\$2,845.05	\$34,140.60

<b>RENEWAL OPTIONS RENTAL RATE:</b>	<b>FISCAL YEAR</b>	<b>PERIOD</b>	<b>MONTHLY RENT</b>	<b>ANNUAL RENT</b>
	2025	7/1/24 – 6/30/25	\$2,845.05	\$34,140.60
	2026	7/1/25 – 6/30/26	\$2,845.05	\$34,140.60
	2027	7/1/26 – 6/30/27	\$2,845.05	\$34,140.60
<b>OPERATING EXPENSES:</b>	Landlord shall be responsible for all building and property operating expenses for the Term including any renewals.			
<b>UTILITIES:</b>	<b>Tenant</b> shall maintain accounts in its name for any utility used by Tenant to service the Premises including electricity, gas, water, sewer, data/internet, and telephone and shall pay for these utilities directly to the appropriate utility service provider.			
<b>JANITORIAL:</b>	<b>Landlord</b> shall pay for and be responsible for all janitorial services and supplies for general cleaning of the Premises, including restrooms within the Premises.			
<b>PARKING:</b>	Tenant's parking allocation shall not be less than 5 spaces per 1,000 RSF ( <b>16 spaces</b> ). All parking spaces shall be free of charge throughout the Term and any renewal options exercised by the Tenant.			
<b>ANNUAL FIRE EXTINGUISHER INSPECTION:</b>	Landlord shall ensure that all fire extinguishers in the premises are current and shall provide and pay for annual inspections and updates.			
<b>LANDSCAPING:</b>	Landlord shall be responsible for landscaping and removal of garbage, straw, and refuse from the exterior and common areas of the building.			

#### 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.

#### TENANT IMPROVEMENTS

<b>TENANT IMPROVEMENTS &amp; LANDLORD CONSTRUCTION:</b>	Landlord, at Landlord's sole cost and expense, shall complete the following work (hereinafter " <b>Tenant Improvement Scope of Work</b> ") within the Premises and/or the Building within <b>ninety (90)</b> days following the Commencement Date or such other date agreed upon in writing by both Landlord and Tenant. All design costs, including space planning, construction document preparation, and mechanical, electrical, and plumbing (MEP) preparation services, and project management costs for the Tenant Improvement Scope of Work shall be paid for by Landlord. Landlord shall enforce warranties provided by contractors, vendors, or suppliers providing construction services in the Premises and/or Building. All work shall be done in a good and workmanlike manner at times that do not unreasonably interfere with Tenant's or Occupying Agency's normal business activities.
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**1. Full Repainting.**

- a. Fill any surface depressions and prepare surfaces for repainting.
- b. Provide one coat of primer and two coats (minimum) of finish paint in Occupying Agency's choice of color. Paint finish to be Flat in general areas and eggshell in the Breakroom, Restrooms and Janitor Closet.
- c. All door frames are to be repainted semi-gloss.
- d. Provide allowance for use of up to 1 accent paint on 20% of the partitions.
- e. Occupying Agency shall disconnect and move any personal items, computers or other electronic equipment.
- f. 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.

**2. Strip and Wax Tile Floors.**

- a. Landlord shall strip existing vinyl composition tile (VCT) flooring, then clean and wax the surface with two coats of flooring wax (or appropriately refinish per manufacturer's instructions) to a uniform, "like new" condition.
- b. Landlord shall clean existing luxury vinyl tile (LVT) in accordance with manufacturer's recommendations to a uniform, "like new" condition.
- c. Provide allowance for appropriate transition strips for flooring material changes between dissimilar flooring materials.
- d. Landlord shall be responsible for any moving and reinstallation of Occupying Agency's furniture. Occupying Agency shall disconnect and move any personal items, computers, or other electronic equipment.

**3. Building Exterior Condition Repair.**

- a. Landlord shall seal and restripe the parking lot to maximize the number of spaces available. Handicap spaces shall be clearly marked and in accordance with location regulations.

Landlord and Landlord's management company both agree that they will not charge Tenant a construction management fee.

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.

Leslie S. Davis

*Leasing Specialist 2*

270 Washington Street SW, Suite 2-129

Atlanta, Georgia 30334

Office: (404) 652-1601

Email: [leslie.davis@spc.ga.gov](mailto:leslie.davis@spc.ga.gov)



AGREED AND ACCEPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 202\_\_\_\_.

Landlord: Lee County Board of Commissioners

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

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

(print name)

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

AGREED AND ACCEPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 202\_\_\_\_.

Occupying Agency: Department of Audits & Accounts

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

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

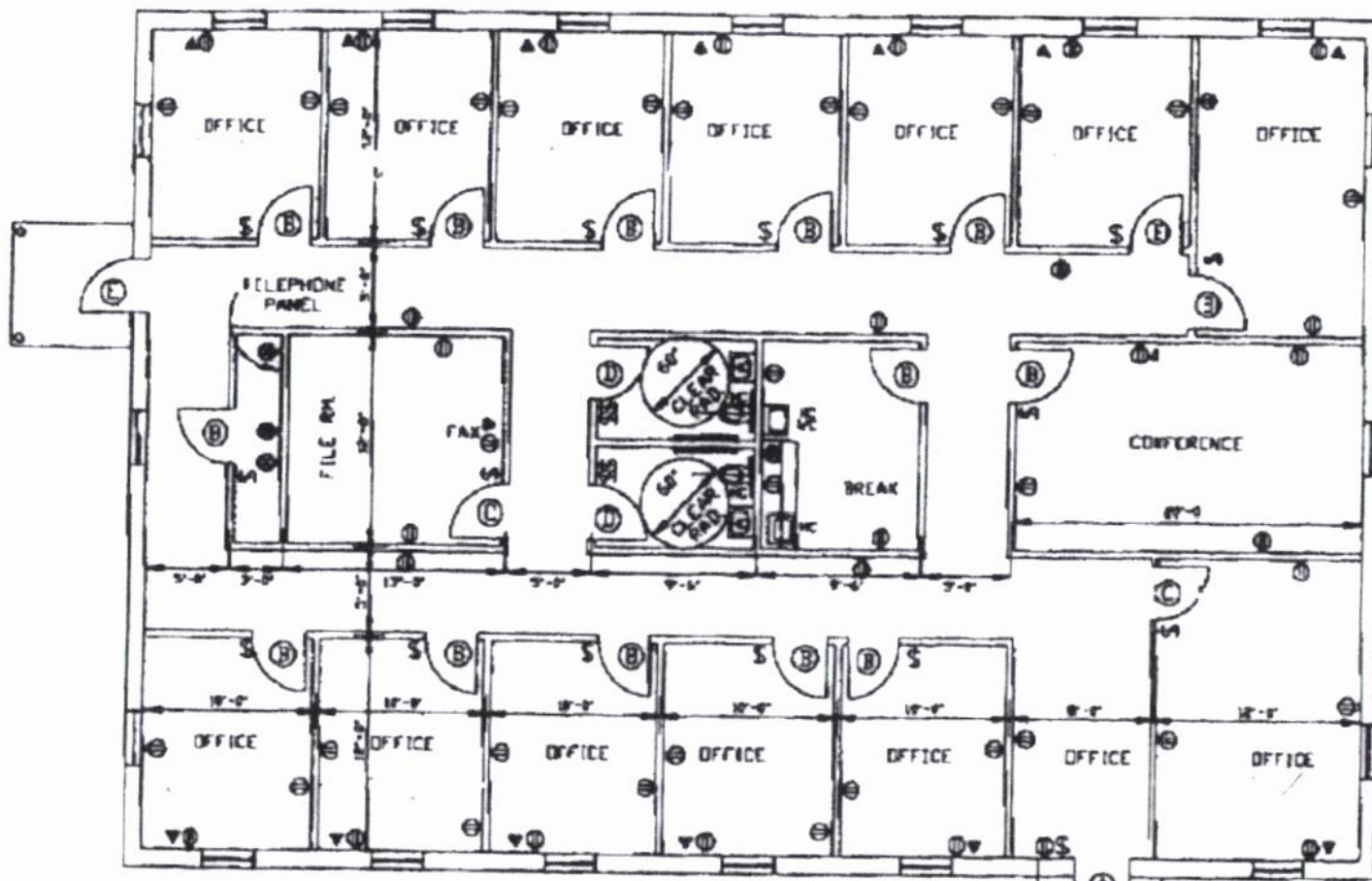
(print name)

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



DOOR SCHEDULE

- A GLASS DOOR WITH METAL FRAME, WITH DOOR CLOSER AND LEVER HANDLE LOCK SET MECHANISM, DOUBLE KEYED
- B INTERIOR DOOR WITH LEVER HANDLE HARDWARE
- C INTERIOR DOOR WITH LEVER HANDLE HARDWARE WITH PRIVACY (PUSH BUTTON) LOCK SET MECHANISM
- D INTERIOR DOOR WITH LEVER HANDLE HARDWARE WITH PRIVACY (PUSH BUTTON) LOCK SET MECHANISM AND DOOR CLOSER
- E METAL DOOR WITH METAL FRAME, WITH DOOR CLOSER, PANIC BAR AND LOCK SET MECHANISM

SWITCH  
WALL MOUNTED DUPLEX  
DEDICATED CIRCUIT 20 AMP  
VOICE & DATA CABLE

S  
⊕  
⊙  
▽

46' x 78' = 3220 SF 5/10/95

DEPARTMENT OF AUDITS  
FIELD OFFICE

REVISION 5/10/95 PER GIB HESSNER, MSJ/E

PLAN APPROVED  
1/16 3/20/95

STATE OF GEORGIA

COUNTY OF LEE

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**INTERGOVERNMENTAL CONTRACT FOR THE USE AND DISTRIBUTION  
OF PROCEEDS FROM THE 2025 SPECIAL PURPOSE LOCAL OPTION  
SALES TAX (SPLOST VIII) FOR CAPITAL OUTLAY PROJECTS**

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THIS Intergovernmental Contract (the "Contract") is made and entered into effective the \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between **the Board of Commissioners of Lee County**, a political subdivision of the State of Georgia (the "County"), and **the City of Leesburg, Georgia** ("City of Leesburg"); and **the City of Smithville, Georgia**, ("City of Smithville") both cities being municipal corporations of the State of Georgia and being sometimes referred to herein as the "Municipalities," individually and collectively.

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

WHEREAS, *O.C.G.A. §48-8-110, et. seq.* (the "Act") authorizes the levy of a one percent County Special Purpose Local Option Sales Tax (the "SPLOST") for the purpose of financing capital outlay projects for the use and benefit of the County and qualified municipalities within the County; and

WHEREAS, the County and Municipalities met to discuss possible projects for inclusion in the SPLOST referendum on the 12th day of March, 2024, in accord with the requirements of *O.C.G.A. §48-8-111(a)*; and

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

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

**Section 1. Representations and Mutual Covenants**

A. The County makes the following representations and warranties which may be specifically relied upon by all parties as a basis for entering this Contract.

(i) The County is a political subdivision duly created and organized under the Constitution and laws of the State of Georgia.

(ii) The governing authority of the County is duly authorized to execute, deliver and perform this Contract.

(iii) This Contract is a valid, binding, and enforceable obligation of the County.

(iv) The County will take all actions necessary to call a referendum election to be held in all voting precincts in the County on the 12<sup>th</sup> day of March, 2024, for the purpose of submitting to the voters of the County for their approval, the question of whether or not a SPLOST shall be imposed on all sales and uses. within the special district of Lee County for a period of six (6) years, commencing on the 1<sup>st</sup> day of October, 2025, to raise an estimated \$30,673,656.00 to be used for funding the projects specified in Exhibit A, Exhibit B, and Exhibit C attached hereto and incorporated herein. The referendum ballot shall include authority for the raising of the amount from the SPLOST of the above stated amount.

B. Each of the Municipalities makes the following representations and warranties which may be specifically relied upon by all parties as a basis for entering this Contract:

(i) Each Municipality is a municipal corporation duly created and organized under the Laws of the State of Georgia.

(ii) The governing authority of each Municipality is duly authorized to execute, deliver and perform this Contract.

(iii) This Contract is a valid, binding, and enforceable obligation of each Municipality.

(iv) Each Municipality is a qualified municipality as defined in O.C.G.A. §48-8-110(4).

(v) Each Municipality is located entirely or partially within the geographic boundaries of the special tax district created in the County.

C. It is the intention of the County and Municipalities to comply in all respects with O.C.G.A. §48-8-110, et. seq. and all provisions of this Agreement shall be construed in light of O.C.G.A. §48-8-110, et. seq.

D. The County and Municipalities agree to promptly proceed with the acquisition, construction, equipping and installation of the projects specified in Exhibit A, Exhibit B, and Exhibit C of this Contract upon the commencement date of the SPLOST.

E. The County and Municipalities agree that each approved SPLOST project associated with this Contract shall be maintained as a public facility and in public ownership.

If ownership of a project financed pursuant to this Contract is transferred to private ownership, the proceeds of the sale shall, for the purposes of this Contract, be deemed excess funds and disposed of as provided in Section 6 hereof.

F. The County and Municipalities agree to maintain thorough and accurate records concerning receipt of SPLOST proceeds and expenditures for each project undertaken by the respective county or municipality as required fulfilling the terms of this Contract.

## **Section 2. Conditions Precedent**

A. The obligations of the County and Municipalities pursuant to this Contract are conditioned upon the adoption of a resolution of the County calling for the imposition of the SPLOST in accordance with the provisions of O.C.G.A. §48-8-111(b).

B. This obligations of the County and Municipalities pursuant to this Contract are further conditioned upon the approval of the proposed imposition of the SPLOST by the voters of the County in a referendum to be held in accordance with the provisions of O.C.G.A. §48-8-111(b) through (e).

C. This obligations of the County and Municipalities pursuant to this Contract are further conditioned upon the collecting of the SPLOST revenues by the State Department of Revenue and transferring same to the County.

## **Section 3. Effective Date and Term of the Tax**

The SPLOST, subject to approval in an election to be held on the 12<sup>th</sup> day of March, 2024, shall continue for a period of six (6) years with collections beginning on October 1, 2025 and concluding on September 30, 2031.

## **Section 4. Effective Date and Term of This Contract**

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

- (i) The official declaration of the failure of the election described in this Contract;
- (ii) The expenditure by the County and all of the Municipalities of the last dollar of money collected from the Special Purpose Local Option Sales Tax after the expiration of the Special Purpose Local Option Sales Tax; or
- (iii) The completion of all projects described in Exhibit A, Exhibit B, and Exhibit C, subject, however, to any amendment or amendments to this Agreement adopted by the parties regarding the use and expenditure of excess proceeds as authorized by Section 6 hereof.

**Section 5. County SPLOST Fund; Separate Accounts; No Commingling**

A. A special fund or account shall be created by the County and designated as the **2025 Lee County Special Purpose Local Option Sales Tax Fund ("SPLOST Fund")**. The County shall select a local bank which shall act as a depository and custodian of the SPLOST Fund upon such terms and conditions as may be acceptable to the County.

B. The City of Leesburg shall create a special fund to be designated as the **2025 Leesburg Special Purpose Local Option Sales Tax Fund**. The City of Smithville shall create a special fund to be designated as the **2025 Smithville Special Purpose Local Option Sales Tax Fund**. Each Municipality shall select a local bank which shall act as a depository and custodian of the SPLOST proceeds received by each Municipality upon such terms and conditions as may be acceptable to the Municipality.

C. All SPLOST proceeds shall be maintained by the County and each Municipality in the separate accounts or funds established pursuant to this Section. Except as provided in Section 6, SPLOST proceeds shall not be commingled with other funds of the County or Municipalities and shall be used exclusively for the purposes detailed in this Contract. No funds other than SPLOST proceeds shall be placed in such funds or accounts.

D. Each party to this Contract shall prepare, publish and file such reports regarding SPLOST revenues and expenditures as may be required by Georgia law.

**Section 6. Procedure for Disbursement of SPLOST Proceeds**

A. With respect to the SPLOST proceeds collected by the Georgia Department of Revenue ("DOR"), the DOR shall distribute such proceeds directly to the County. Upon receipt of such funds from DOR, the County shall immediately deposit such proceeds into the SPLOST Fund. The County, following the deposit of the SPLOST proceeds into the SPLOST Fund, shall within 10 business days, disburse the SPLOST proceeds due to the City of Leesburg and the City of Smithville according to the distribution percentages established in Paragraph 6(B) of this Agreement. and each such Municipality shall, upon receipt, deposit its share of such funds into the respective accounts established for such SPLOST proceeds as required in Section 5 hereof. After such distribution to the Municipalities, the monies in each party's respective SPLOST fund shall be held and applied by the respective parties to the cost of acquiring, constructing and installing the parties' capital outlay projects listed in Exhibit A, Exhibit B, and Exhibit C.

B. The SPLOST proceeds to be distributed by the DOR shall be disbursed to the respective parties according to the following percentages :

- (a) City of Leesburg shall receive 10.49% of such funds
- (b) City of Smithville shall receive 2.03% of such funds
- (c) Lee County shall receive 87.48% of such funds.

C. Should any Municipality cease to exist as a legal entity before all funds are distributed under this Contract, that Municipality's share of the funds subsequent to dissolution shall be paid to the County as part of the County's share unless an act of the Georgia General Assembly makes the defunct Municipality part of another successor municipality. If such an act is passed and becomes law, the defunct Municipality's share shall be paid to the successor Municipality in addition to all other funds to which the successor Municipality would otherwise be entitled.

D. Each party hereto shall, and does hereby, indemnify and hold the other parties harmless, from any and all claims, liabilities, obligations, damages, costs, and expenses (the "claims") which arise out of or result from the indemnifying party misappropriating, improperly expending, or failing to properly account for SPLOST proceeds received by such indemnifying party. Such indemnification obligation includes, but is not limited to, any claims arising out of or resulting from any arbitrage costs, expenses, or reimbursements required by federal law and applicable regulations as a result of a party expending or not expending SPLOST proceeds or bond proceeds, the repayment of which is secured by SPLOST proceeds, in a manner as required by federal law or applicable regulations.

E. For the purposes of this Contract the term "excess proceeds" shall be defined as proceeds received from the SPLOST in excess of the amount of proceeds anticipated to be collected as specifically provided in Section 1 of this Contract. In the event that there are any excess proceeds from the SPLOST, then such excess proceeds shall first be distributed to each party which has projects listed on Exhibit A, Exhibit B, and Exhibit C which have not been completed, such distributions to be made in the same percentages to each such party hereunder as provided in this Section 6 hereof. Such excess proceeds shall be used to complete such projects. In the event that any party or parties has completed its projects listed on Exhibit "A", and there are excess proceeds, then the parties shall enter into an amendment or amendments to this Contract to provide for such additional projects in the parties' respective jurisdictions upon which the parties may agree; provided, however, that, with respect to such additional projects, the percentage of the SPLOST proceeds to which each party is entitled under this Contract (as provided in this Section 6 hereof) shall remain the same and shall not be amended. In the event that the parties are unable to agree to an amendment or amendments to this Contract establishing the projects and the projected costs of projects to be constructed and completed with such excess proceeds, then the excess proceeds shall be distributed as provided in O.C.G.A. §48-8-121(g)(2).

## **Section 7. Projects**

All capital outlay projects, to be funded in whole or in part from SPLOST proceeds, are listed in Exhibit A, Exhibit B, and Exhibit C which are attached hereto and made part of this Contract. The parties acknowledge and agree that, except as otherwise provided herein, none of the projects listed on Exhibit A, Exhibit B, and Exhibit C are designated as "Level One Capital Outlay Projects" or "Level Two Capital Outlay Projects" as such terms are defined under current Georgia law.



## **Section 8. Priority and Order of Project Funding**

Projects shall be fully or partially funded and constructed in accordance with the schedule found in Exhibit A, Exhibit B, and Exhibit C of this Contract, but the order within which the parties shall construct and complete their respective projects shall be determined by the respective parties as to their respective projects. Except as provided in Paragraph B and Paragraph C of Section 9 of this Contract, any change to the schedule must be agreed to in writing by all parties to this Contract.

## **Section 9. Completion of Projects**

A. The County and Municipalities acknowledge that the costs shown for each project described in Exhibit A, Exhibit B, and Exhibit C are estimated amounts.

B. If a County Project has been satisfactorily completed at a cost less than the estimated cost listed for that project in Exhibit A, Exhibit B, and Exhibit C, the County may apply the remaining unexpended funds to any other county project in Exhibit A, Exhibit B, and Exhibit C.

C. If a Municipal Project has been satisfactorily completed at a cost less than the estimated cost listed for that project in Exhibit A, Exhibit B, and Exhibit C, the Municipality may apply the remaining unexpended funds to any other project included for that Municipality in Exhibit A, Exhibit B, and Exhibit C.

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

## **Section 10. Certificate of Completion**

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

## **Section 11. Expenses**

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

share of such costs.

## **Section 12. Audits**

A. During the term of this Contract, the distribution and use of all SPLOST proceeds deposited in the SPLOST Fund and each Municipal fund shall be audited annually by an independent certified public accounting firm in accordance with O.C.G.A. §48-8-121(a)(2). The County and each Municipality receiving SPLOST proceeds shall be responsible for the cost of their respective audits. The County and the Municipalities agree to cooperate with the independent certified public accounting firm in any audit by providing all necessary information. The firm conducting such annual audit may, but is not required to be, be the same firm which conducts the annual audit for the respective parties.

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

## **Section 13. Notices**

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

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

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

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

## **Section 14. Entire Agreement**

This Contract, including any attachments or exhibits, constitutes all of the understandings and agreements existing between the County and the Municipalities with respect to distribution and use of the proceeds from the Special Purpose Local Option Sales Tax. Furthermore, this Contract supersedes all prior agreements, negotiations and communications of whatever type, whether written or oral, between the parties hereto with

respect to distribution and use of said SPLOST. Provided, however, that nothing herein shall be construed to amend, modify, or revoke any existing agreements among the parties with respect to prior SPLOST referenda and the distribution and expenditure of the tax proceeds from such prior SPLOST referenda.

#### **Section 15. Amendments**

This Contract shall not be amended or modified except by a written agreement which is approved and executed by the governing bodies which are parties to this Contract. Nothing in this Contract shall prohibit the parties from jointly amending this Contract, including, but not limited to, amendments related to the amount of SPLOST funds to be expended for projects for which the funds resulting from imposition of the SPLOST are to be utilized as contemplated by this Contract; provided, however, that no amendment to this Contract shall change or alter the total amount of sales and use tax proceeds to be raised by SPLOST unless such amendment relates to the expenditure of excess proceeds as herein defined..

#### **Section 16. Governing Law**

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

#### **Section 17. Severability**

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

#### **Section 18. Compliance with Law.**

The County and the Municipalities shall comply with all applicable local, State, and Federal statutes, ordinances, rules and regulations. Specifically, and not by way of limitation of the foregoing, the parties do further agree that all expenditures of SPLOST proceeds under this Contract shall be made by each respective jurisdiction in accord with *O.C.G.A. §48-8-111*, and all other applicable law, and that no proceeds from the SPLOST shall be utilized for any purpose which is not authorized by law.

#### **Section 19. No Consent to Breach**

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

#### **Section 20. Counterparts**

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

**Section 21. Mediation**

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

**Section 22. Approval of Agreement**

Notwithstanding any other provision of this contract to the contrary, in the event that neither the City of Leesburg nor the City of Smithville approve and execute this intergovernmental contract by the close of business on November 10, 2023, then the provisions of such contract shall not take effect.,

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

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

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

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

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

**City of Leesburg, Georgia**

By: \_\_\_\_\_  
Billy Breeden, Mayor

Attest: \_\_\_\_\_  
\_\_\_\_\_ City Clerk

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

**City of Smithville, Georgia**

By: \_\_\_\_\_  
Vincent Cutts, Mayor

Attest: \_\_\_\_\_  
\_\_\_\_\_ City Clerk

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

## SPLOST VIII

Project	<u>Year Approved</u>	<u>Proposed Costs</u>
1 Public Safety Capital Projects	2024	\$ 4,500,000
2 Courthouse - Renovations and Additions	2024	\$ 4,000,000
3 Water and Sewer Projects	2024	\$ 5,000,000
4 Road Streets and Bridges	2024	\$ 2,163,088
5 Library Projects	2024	\$ 250,000
6 911 Improvements	2024	\$ 2,000,000
7 Public Facilities	2024	\$ 2,000,000
8 Recreation Projects	2024	\$ 3,500,000
9 Capital equipment for use in voting in official elections or referendums	2024	\$ 150,000
10 Stormwater Infrastructure	2024	\$ 1,000,000
11 Public Works Renovations and Equipment	2024	\$ 2,000,000
		<u><b>26,563,088</b></u>



	Cost per Unit	Total Cost Requested	Total Cost Recommended
6 Sheriff's Patrol Cars each year (36 total) Mix between pickups and utility vehicles. Including equipment	\$ 60,000.00	\$ 2,160,000.00	\$ 1,500,000.00
Rugged laptops for deputies and the replacement and upkeep over the SPLOST cycle. Dell Latitude 5430	\$ 1,700.00	\$ 34,000.00	\$ 34,000.00
Taser less lethal weapon upgrades and replacement over 6 years	\$ 1,700.00	\$ 27,200.00	\$ 27,200.00
ELSAG ALPR fixed camera locations to include 4 lanes of US HWY 82, 4 lanes of US Hwy 19 and 2 lanes of State Route 91	\$ 300,000.00	\$ 300,000.00	\$ 300,000.00
		\$ 2,521,200.00	\$ 1,861,200.00

**Total Cost**

Recreation Multipurpose Building		
42,000 Square Feet		
Minimum 2 Basketball Courts with Synthetic Flooring (multi Use)		
Indoor walking track		
4 Indoor Pickleball courts		
Reception Area at Entrance		
2/4 Meeting rooms with divider		
Concession Stand with Roll up window		
Bathrooms	\$	6,500,000.00
Cheehaw Park Improvements (Campground)	\$	250,000.00
Cheehaw Park Improvements (Educational Animal Holding Complex)	\$	250,000.00
	\$	<b>7,000,000.00</b>

	<b>Cost per Unit</b>	<b>Total Cost Requested</b>	<b>Total Cost Recommended</b>
100 Scott SCBA Cylinders to replace cylinders that can no longer be hydro tested	\$ 1,800.00	\$ 180,000.00	\$ 180,000.00
Two Fire Engine 1500 GPM Pumpers and Equipment	\$ 900,000.00	\$ 1,800,000.00	\$ 1,800,000.00
Two new Ambulances	\$ 360,000.00	\$ 720,000.00	\$ 720,000.00
Fire Truck Platform (Ladder Truck)	\$ 2,200,000.00	\$ 2,200,000.00	0
		<b>\$ 4,900,000.00</b>	<b>\$ 2,700,000.00</b>

	Total Cost Requested	Total Cost Recommended
Office/Warehouse Space	\$ 1,500,000.00	\$ -
Additional Voting Equipment	\$ 100,000.00	\$ 100,000.00
Vehicle for delivery and deployment of equipment	\$ 50,000.00	\$ 50,000.00
	\$ 1,650,000.00	\$ 150,000.00

**Total Cost**

Repave parking lot to include all areas that are blacktop

Jail Van \$ 50,000.00

Kitchen Fence expansion with two sliding gates for vehicles to enter \$ 29,876.00

\$ **79,876.00**

**Total Cost**

Stand Alone P25 Stsyem

\$ 4,000,000.00

\$ 4,000,000.00

Total Cost

Courthouse Expansion:

Two Courtrooms

Two Jury Rooms

Expansion of Public Restrooms

Small rooms for attorney client conferences

Conference room which could also be Law Library

Superior Court Judges Offices:

Private office with restrooms

Office for the judge's secretary

Spare office for second judge

Office for law clerk

**Total Cost**

Expand offices:

Add 3 new office rooms,  
upgrade restrooms, enlarge  
breakroom,



**Total Cost**

**Potable water and sanitary sewer  
needs /improvements:**

A majority of this funding request will help pay for a 500,000 gallon expansion ,(FUTURE NEED,)to the current Kinchafoonee Creek Water Pollution Control Plant.

Which would cost \$20,000,000.00 dollars to build today. 500,000 gallons X \$40 a gallon = \$20,000,000

8,000,000.00

**AN ORDINANCE TO AMEND THE ORDINANCES OF LEE COUNTY, GEORGIA TO PROVIDE FOR A CODE OF CONDUCT IN CONNECTION WITH THE PUBLIC USE OF COUNTY FACILITIES; TO PROVIDE FOR THE DISTINCTION BETWEEN PORTIONS OF COUNTY FACILITIES WHICH ARE OPEN TO THE PUBLIC AND PORTIONS OF COUNTY FACILITIES WHICH ARE NOT OPEN TO THE PUBLIC; TO PROVIDE FOR THE REGULATION OF ACTIVITIES IN ANY PORTION OF A COUNTY FACILITY WHICH DISRUPT OR INTEND TO DISRUPT THE CONDUCT OF THE COUNTY'S REGULAR BUSINESS IN SUCH FACILITY; TO PROVIDE FOR THE AUTHORITY OF PERSONS TO FILM, VIDEO, TAKE PHOTOGRAPHS OR MAKE SOUND RECORDINGS WITHIN AND FROM AREAS OPEN TO THE PUBLIC IN COUNTY FACILITIES; TO PROHIBIT SUCH ACTIVITY IN AREAS NOT OPEN TO THE PUBLIC IN COUNTY FACILITIES; TO DIRECT THE COUNTY MANAGER TO POST SIGNS AND NOTICES INDICATING RESTRICTED ACCESS TO PRIVATE AREAS OF PUBLIC FACILITIES; TO PROVIDE FOR THE POSTING OF THIS ORDINANCE IN PUBLIC AREAS OF PUBLIC COUNTY FACILITIES; TO PROVIDE FOR THE APPLICABILITY OF THIS ORDINANCE TO COURTROOMS WITHIN COUNTY FACILITIES; TO PROVIDE FOR VIOLATIONS OF THE ORDINANCE; TO PROVIDE FOR A PROCESS BY WHICH VIOLATIONS ARE RESOLVED; 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 the following code of conduct with respect to the use of County facilities is hereby adopted:

**Code Of Conduct With Respect To The Use of County Facilities**

Section 1. Lee County encourages the use of its publicly-owned and operated facilities for the purpose of conducting the County's legitimate business. To preserve that purpose, all persons entering or visiting such county facilities shall be respectful of each other and County employees in a manner that does not disrupt either other visitors or County employees. Such facilities are established to serve the County and persons having business with the County and may contain areas (i) open to the public, including, but not limited to hallways, open areas outside of private offices, reception areas, meeting rooms used to conduct meetings of County government entities, and areas otherwise designated as being open to the public; and areas (ii) which are not open to the public, such as private offices, private County employee meeting rooms used for employee meetings and meetings between employees and third parties, secure facilities, such as non-public areas of law enforcement, jail and correctional facilities, employee workspaces (either inside or outside a public building), and similar locations within County facilities to which public access is not necessary or required for the public to conduct County business.

Section 2. Regardless of the designation of a portion of a building as for public or private use, the County is authorized to regulate activities in any portion of a County facility which disrupt or which are intended to disrupt the conduct of the County's regular business. Any behavior within any County facility at any location which disrupts or is intended to disrupt the regular business of the County government is prohibited. Such prohibited conduct includes, but is not limited to, any actions or behavior of any person within a County facility which interferes with:

- a) The use of County facility property, materials, and services by other persons;
- b) The ability of County employees to conduct the County's regular business and to perform such employee's own duties as employees of the County; or
- c) The safety of visitors or employees at County facilities.

Section 3. Examples of activities in public areas of County facilities and County property which are prohibited include, but are not limited to, the following:

- a) Leaving unsupervised or unattended children who are unable to care for themselves;
- b) Directing profane, obscene or abusive language at other persons or County employees;
- c) Directing racial, ethnic, religious, gender, or sexual-orientation epithets at other persons or County employees;
- d) Intentionally damaging, destroying, or stealing property belonging to the County, another person, or County employees;
- e) Littering;
- f) Soliciting and/or panhandling persons or County employees;
- g) Blocking entry or exit to a County facility or obstructing space within a County facility;
- h) Trespassing or remaining on County facility property after being directed to leave;
- i) Fighting, physical abuse or assault;
- j) Engaging in or soliciting a sexual act or indecently exposing oneself;
- k) Vandalization;
- l) Being legally under the influence, possessing or selling of alcohol or illegal drugs;
- m) Bathing, shaving, or washing clothes in a County facility or upon County property, except in the County jail;
- n) Having animals within a County facility, except as permitted by law;
- o) Smoking, using tobacco or an electronic nicotine delivery system (including vaping) within a County facility;
- p) Using sports equipment in County facilities or on County facility property which is not otherwise designated as a sports facility or location;
- q) Entering private offices or spaces without the express permission or invitation of an authorized County employee;

- r) Possessing weapons of any kind, except as otherwise authorized by Georgia law;
- s) Violating other posted County facility policies or guidelines.

Section 4. As long as a person is physically within a public area in a County facility, such person shall be authorized to film, video, take photographs, or make sound recordings within and from areas open to the public in County facilities, but no person shall be authorized to film, video, take photographs, or make sound recordings in areas not open to the public in County facilities.

Section 5. The County Manager, or his or her designee, is directed to designate, in consultation with County Constitutional Officers and County Department Heads, the locations within each County facility which are not open to the public. Such locations shall be designated by the posting of appropriate signs which indicate that access to such locations is restricted to authorized personnel only, is restricted to County employees only, or similar such designations which indicate that such location is not accessible by the public.

Section 6. A copy of this Ordinance, or a summary thereof, shall be posted in public areas of County facilities in such locations as designated by the County Manager from time to time and upon the County's official website; provided, however, the failure of the County Manager to do so shall not be construed to prohibit the legal enforcement of this Ordinance or be a defense to noncompliance with this Ordinance. A copy of this Ordinance shall also be distributed to all County employees and to all newly hired County employees, along with a copy of the County's Personnel Policies.

Section 7. No provision of this Ordinance shall be construed to interfere with the authority of any Judge presiding in any permanent or temporary courtroom in a County facility from controlling access to such courtroom, behavior of persons in such courtroom, or such Court's authority to enter and enforce such Court orders as such Judge may deem necessary or appropriate with respect to the use, access, or activities which are or are not authorized in such courtroom.

Section 8. A violation of any provision of this Ordinance may result in a person's expulsion from the County facility, arrest, and prosecution for any such violation. Notwithstanding the foregoing provisions of this Section 8, and although the County does reserve the right to require anyone violating this Ordinance to leave the County facility where such violation or violations have occurred and to prosecute such person for such violation, in the event of a violation hereof, except in a situation of physical danger to a person or property resulting or likely to result from a violation or violations of this Ordinance, County employee response to a person violating this Ordinance shall be to take the following steps where feasible:

- a) County employees or law enforcement will verbally bring a violator's attention to any act or omission that violates this Ordinance and verbally

request that the individual change his or her behavior to conform to the Ordinance;

- b) If the violator refuses to change his or her conduct which is violating this Ordinance, County employees or law enforcement will direct the individual to leave the County facility;
- c) If the violator refuses to leave after being directed to do so, then the person may be charged with violation of this Ordinance and with violation of such other state or local ordinances for which the law enforcement officer present may have probable cause based upon the existing facts and circumstances.

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 as of 12:01 am on the date after the date of the adoption of this ordinance by the Board of Commissioners of Lee County.

SO ORDAINED, effective this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

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

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

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

ACTION TAKEN

FIRST READING: October 10, 2023

SECOND READING: \_\_\_\_\_

DATE OF ADOPTION: \_\_\_\_\_

### Section One

BE IT ORDAINED by the Board of Commissioners of Lee County, and it is hereby ordained by authority of the same, that Article XII, related to the C-2 General Business District, Section 70-382(h) of the Lee County Code of Ordinances is hereby amended by deleting Section 70-382(h) in its entirety and adopting, in lieu thereof, a new Section 70-382(h) which shall provide as follows:

(h) Hospitals, medical offices, and freestanding ancillary healthcare service providers.

BE IT FURTHER ORDAINED by the Board of Commissioners of Lee County, and it is hereby ordained by authority of the same, that Article XII, related to the C-2 General Business District, Section 70-382 of the Lee County Code of Ordinances is hereby amended by adding a new subsection (m) to Section 70-382 which shall provide as follows:

(m) Sanitariums and nursing homes.

BE IT FURTHER ORDAINED that Article XII, Section 70-383 is hereby amended by adding thereto a new "conditional use" in the C-2 General Business District as follows:

(g) As to hospitals, medical offices, and free standing healthcare service providers to be located in a C-2 zone which is not upon the primary campus of a hospital as defined in O.C.G.A. §31-6-2(30.1) or at the remote location of a hospital as defined in O.C.G.A. §31-6-2(31.1), all freestanding ancillary healthcare services shall be required to obtain a conditional use permit under this Section of the Code. For the purpose of the Lee County Zoning Code, the term "freestanding ancillary healthcare services" means services not provided on the primary campus of a hospital or at the "remote location of a hospital", and which provide the following types of ancillary care:

1. Freestanding Diagnostic ancillary healthcare services;
2. Freestanding Therapeutic ancillary healthcare services; and
3. Freestanding Custodial ancillary healthcare services.

Freestanding Diagnostic ancillary healthcare services include, but is not limited to radiology, cardiac monitoring, pulmonology, audiology, clinical lab services – including, but not limited to urology and blood testing, sleep laboratory services, x-rays, ultrasounds, and imaging studies.

Freestanding Therapeutic ancillary healthcare services shall include, but are not limited to dialysis, nutrition and food service, physical therapy, occupational therapy, language and speech therapy, and psychotherapy.

Freestanding Custodial ancillary healthcare services include hospice care, nursing facilities, home healthcare and rehabilitation services.

### **Section Two**

BE IT FURTHER ORDAINED that Article XIV, Section 70-422 is hereby amended by deleting Sec. 70-422(f) in its entirety in lieu adopting a new Sec. 70-422(f) which shall provide as follows:

(f) Offices of any type: clinical, search and services not primarily related to goods or merchandise; provided, however, this subsection shall not include hospitals, medical offices, and freestanding healthcare service providers.

BE IT FURTHER ORDAINED that Article XIV, Section 70-422 is hereby amended by adding thereto a new "permitted use" in the C-4 Traditional Office District as follows:

(k) Hospitals, medical offices, and freestanding healthcare service providers.

BE IT FURTHER ORDAINED that Article XIV, Section 70-423 is hereby amended by adding thereto a new "conditional use" in the C-2 General Business District as follows:

(5) As to hospitals, medical offices, and free standing healthcare service providers located or to be located in a C-4 Zone which is not upon the primary campus of a hospital as defined in O.C.G.A. §31-6-2(30.1) or at the remote location of a hospital as defined in O.C.G.A. §31-6-2(31.1), all freestanding ancillary healthcare services shall be required to obtain a conditional use permit under this Section of the Code. For the purpose of the Lee County Zoning Code, the term "freestanding ancillary healthcare services" means services not provided on the primary campus of a hospital or at the "remote location of a hospital", and which provide the following types of ancillary care:

1. Freestanding Diagnostic ancillary healthcare services;
2. Freestanding Therapeutic ancillary healthcare services; and
3. Freestanding Custodial ancillary healthcare services.

Freestanding Diagnostic ancillary healthcare services include, but is not limited to radiology, cardiac monitoring, pulmonology, audiology, clinical lab services – including, but not limited to urology and blood testing, sleep laboratory services, x-rays, ultrasounds, and imaging studies.

Freestanding Therapeutic ancillary healthcare services shall include, but are not limited to dialysis, nutrition and food service, physical therapy, occupational therapy, language and speech therapy, and psychotherapy.

Freestanding Custodial ancillary healthcare services include hospice care, nursing facilities, home healthcare and rehabilitation services.

**Section Three**

BE IT FURTHER ORDAINED that this ordinance shall become effective on the date of its approval by the governing body of Lee County; provided, however, that the amendments to the County Zoning Code adopted pursuant to the provisions of this ordinance shall not be applicable to any building permit application, zoning or rezoning application, or conditional use application for the construction and operation of freestanding ancillary healthcare services in the unincorporated area of Lee County which was submitted to the County as a complete application before the effective date of this ordinance.

BE IT FURTHER ORDAINED that all ordinances or parts of ordinances in conflict herewith are hereby repealed.

SO ORDAINED this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

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

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

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

**ACTION TAKEN**

FIRST READING: \_\_\_\_\_

SECOND READING: \_\_\_\_\_

DATE OF ADOPTION: \_\_\_\_\_