



BOARD OF COUNTY COMMISSIONERS

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

TUESDAY, APRIL 23, 2024 AT 6:00 P.M.
 T. PAGE THARP BUILDING
 OPAL CANNON AUDITORIUM
 WWW.LEE.GA.US

MEETING AGENDA
 VOTING SESSION

COUNTY COMMISSIONERS

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

COUNTY STAFF

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

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1. <u>CALL TO ORDER</u>	
2. <u>INVOCATION</u> Pastor David Postlewaite, First Free Will Baptist Church, to lead invocation.	
3. <u>PLEDGE OF ALLEGIANCE</u>	
4. <u>APPROVAL OF MINUTES</u> (A) Consideration to approve the minutes for the Board of Commissioners meeting for April 9, 2024.	A - E
5. <u>CONSENT AGENDA</u> NONE	
6. <u>NEW BUSINESS</u> (A) Recognition of County employee years of service.	1
7. <u>PUBLIC HEARING</u> NONE	
8. <u>DEPARTMENTAL MATTERS</u>	
<u>Environmental Health</u>	
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9. <u>CONSTITUTIONAL OFFICERS & GOVERNMENTAL BOARDS/AUTHORITIES</u>	
<u>Elections & Registration</u>	
(A) Consideration to approve a renewal lease for five (5) years for property located at 103 Laramore Road for the use of a Fire Substation and Polling Place.	7 - 13

Probate Court

- (B) Consideration to adopt an amendment to repeal Chapter 2 Article XI relating to the total amount of fees authorized retained as personal compensation by the Probate Judge serving as local custodian, local registrar, or special abstracting agent. *FIRST READING* 14
- (C) Consideration to approve an agreement with the Judge of Probate Court pursuant to O.C.G.A. §15-9-68 relating to the retention of compensation of fees received in connection with serving as local custodian, local registrar, or special abstracting agent. 15 - 16

10. COUNTY MANAGER'S MATTERS

- (A) Updates on County projects. 17 - 23
- (B) Discussion of remaining ARPA funds. 24 - 27
- (C) Consideration to approve repairs to the parking lot of the Main Street Governmental Building. *HANDOUT* 28
- (D) Discussion of 2024 Local Road Assistance Administration funds (LRA) and potential projects. 29 - 30
- (E) Discussion of a text amendment to Chapter 70, Art. III, Sect. 70-84 with respect to allowable areas and number of accessory buildings on residential lots of five acres or more. 31 - 32

11. COMMISSIONER'S MATTERS

- (A) Discussion of golf cart communities.

12. UNFINISHED BUSINESS

NONE

13. COUNTY ATTORNEY'S MATTERS

NONE

14. EXECUTIVE SESSION

- (A) Executive Session to discuss real estate matters.

15. PUBLIC FORUM

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

16. ANNOUNCEMENTS

- (A) A joint meeting of the Lee County Utilities Authority, Development Authority, and Board of Commissioners will be held **Wednesday, May 8, 2024 at 12:00pm** in the Kinchafoonee Room of the T. Page Tharp Governmental Building.
- (B) The next regularly scheduled County Commission Meeting is **Tuesday, May 14, 2024 at 6:00pm**.

17. ADJOURNMENT

AGENDA MAY CHANGE WITHOUT NOTICE

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

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



BOARD OF COUNTY COMMISSIONERS

T. PAGE THARP GOVERNMENTAL BUILDING
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TUESDAY, APRIL 9, 2024 AT 6:00 P.M.
T. PAGE THARP BUILDING
OPAL CANNON AUDITORIUM
WWW.LEE.GA.US

MEETING MINUTES
WORK SESSION

COUNTY COMMISSIONERS

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

COUNTY STAFF

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

The Lee County Board of Commissioners met in a voting session on Tuesday, April 9, 2024. 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 Luke Singletary, Vice-Chairman Chris Guarnieri, Commissioner Dennis Roland, Commissioner Billy Mathis, and Commissioner George Walls. Staff in attendance was County Manager Christi Dockery, County Clerk Kaitlyn Good, and County Attorney Jimmy Skipper. The meeting was also streamed on Facebook Live. Chairman Singletary called the meeting to order at 6:00pm.

CALL TO ORDER

INVOCATION

Apostle Malden Batten, The Church of Leesburg, led the invocation.

PLEDGE OF ALLEGIANCE

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

APPROVAL OF MINUTES

(A) **Consideration to approve the Board of Commissioners meeting minutes for March 26, 2024.**
Commissioner Walls made the **MOTION** to approve the Board of Commissioners meeting minutes for March 26, 2024. Commissioner Roland seconded the **MOTION**. The **MOTION** was unanimous with Commissioner Mathis and Commissioner Guarnieri voting yea.

CONSENT AGENDA

NONE

NEW BUSINESS

(A) **Recognition of Assistant Fire Chief/ EMA Director Cole Williams on receiving his Georgia Emergency Medical Service Director Certification.**
Chairman Singletary acknowledged that unfortunately Mr. Williams was unable to attend the meeting; however, the Board still would like to recognize his accomplishment as not many individuals have achieved it.

PUBLIC HEARING

NONE

DEPARTMENTAL MATTERS

E-911

- (A) **Consideration to approve allowing staff to consult with a Structural Engineer to assist with a design to renovate the E-911 Center.**

County Manager Christi Dockery summarized the need for expansion of the dispatch room, stating that the space is too crowded, especially when four (4) dispatchers are on a shift. Ms. Dockery stated that she and Co-Assistant County Manager/ Chief Building Official Joey Davenport would like to have a structural engineer evaluate the building and provide quotes and plans. Once completed, staff will bring the project back to Board for the RFP process.

Commissioner Mathis made the **MOTION** to approve allowing staff to consult with a Structural Engineer to assist with a design to renovate the E-911 Center. Commissioner Roland seconded the **MOTION**. The **MOTION** was unanimous with Commissioner Guarnieri and Commissioner Walls voting yea.

- (B) **Consideration to approve a quote from INdigital for the purchase of a new phone system.**

Commissioner Mathis started the discussion by stating that he sees the importance and need for a new phone system; however believes it would make more sense to wait and purchase and install said system following the building's renovation, as just previously discussed, so as to not have to worry about moving anything. Commissioner Mathis stated that at the very least, we should wait to hear what the structural engineers have in their plans after their evaluation of the building.

County Manager Christi Dockery stated that there are some issues with the current system and Motorola is typically unresponsive to any support tickets. Jen Poole from INdigital addressed the Board by stating that the current system, Callworks, is at end of life with no local techs or parts that can be ordered. She informed the Board that INdigital offers a better cost, have service techs within the state, cover multiple counties, and have data centers in different states.

Commissioner Mathis asked why the equipment could not wait until after the renovation. Ms. Poole replied that the current system is out of date and not working as it should. Ms. Dockery asked what the timeline would be if approved. Ms. Poole stated that it would take approximately four (4) months for installation.

Commissioner Mathis stated that staff should get a plan together then order the equipment as it made more sense to wait. Chairman Singletary asked what the current problem with the system is, to which Ms. Celinski stated that it is the system as a whole. The audio, which is just now beginning to become an issue, has been acting up. She stated they are catching it early and she wished to be proactive and bring it to the Board before it does become a major problem. Commissioner Guarnieri asked how long the service contract is, to which Ms. Poole stated that the contract would be five (5) years long but can be extended.

Commissioner Mathis asked how long it would take to get a survey completed. Chief Building Inspector Joey Davenport stated that the County uses several different engineers but that a simple plan could be made up in a month or so. When asked how long the renovation of the Elections Office took, Mr. Davenport answered that it took around up to four (4) months to fully complete.

Ms. Poole stated that once the contract is signed, INdigital would immediately begin helping with the current system that E-911 has until the new system can arrive. Ms. Celinski stated that currently they have put in support tickets with no answers, local technicians are not trained to work on the current system, and it is very difficult to work with. INdigital does have technicians locally that can work on the new proposed system and will be able to help whenever is needed. Ms. Poole added that if the system were to be installed prior to the building renovation, should anything need to be relocated, it would be relocated for only the cost of any additional cabling.

Chairman Singletary stated that this item would be brought up and discussed again at the next meeting.

Environmental Health

(C) **Consideration to adopt an increase in Environmental Health fees.**

County Environmental Health Manager Ken Collins summarized the proposed fee increases, stating that no changes to the fee schedule had been made since 2015 and revisions were needed. There is a district Environmental Health fee committee that has looked at the fees for not only this district, but for all of Georgia. After research, it was determined that many of the existing fees are undervalued when considering the time, equipment, and effort involved in providing the services. Fees in other districts were found to be higher than ours.

Any presented proposed increase in fees must be approved districtwide as they will be applied districtwide to be effective July 1, 2024. Based on Georgia law, the fees must be approved by the County Board of Health (done last month) and then by the Board of Commissioners. Once the fees are adopted, they can be implemented. Chairman Singletary pointed out that the increase proposed are not substantial increases. Mr. Collins replied that the increases are not as high as they should be, so as to avoid citizen “sticker shock”; hopefully they will be revisited in a few years.

Chairman Singletary stated that this item would be brought up and discussed again at the next meeting.

Planning, Zoning & Engineering

(D) **Review of the minutes for the March 7, 2024 Planning Commission meeting.**

The meeting minutes were reviewed as presented.

Public Works

(E) **Consideration to approve a quote for emergency cross drain pipe repairs on Stocks Dairy Road.**

Public Works Director Mike Sistrunk presented on issue and quote, stating that the pipe joints were starting to separate on the 400 block and needed to be corrected as soon as possible as it is a serious issue for the roadway. Mr. Sistrunk added that any proposed work would not impact area traffic or the road itself.

Commissioner Mathis made the **MOTION** to approve a quote for emergency cross drain pipe repairs on Stocks Dairy Road for \$49,573.00 from POPCO, Inc. to come from SPLOST funds. Commissioner Roland seconded the **MOTION**. The **MOTION** was unanimous with Commissioner Guarnieri and Commissioner Walls voting yea.

CONSTITUTIONAL OFFICERS & GOVERNMENTAL BOARDS/AUTHORITIES

NONE

COUNTY MANAGER'S MATTERS

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

County Manager Christi Dockery discussed ongoing projects in the County: (1) The road resurfacing project is ongoing and should be completed in approximately 6 weeks; (2) we are currently in the collection period for TSPLOST II; (3) the Bermuda Lane pipe repair project is ongoing; (4) proposed budgets have been drafted and provided to the Board; and (5) the 911 telecommunication tower to be located at Fire Station 4 will go to Planning Commission next month for a variance and conditional use application and then come back to the Board.

(B) **Consideration to approve a design and engineering proposal from Lose Design for the 100 acre Lee County Community Park project.**

Chairman Singletary stated that this item would be brought up and discussed again at the next meeting.

(C) **Consideration to approve a quote for the repair of the Chokee Creek bridge on New York Road.**

Commissioner Mathis made the **MOTION** to approve a quote for the repair of the Chokee Creek bridge on New York Road for \$30,000.00 from Southern Concrete Construction Company, Inc. to come from TSPLOST funds. Commissioner Roland seconded the **MOTION**. The **MOTION** was unanimous with Commissioner

Guarnieri and Commissioner Walls voting yea.

(D) **Discussion of 2024 Local Road Assistance Administration funds (LRA) and potential projects.**

The eligible activities/projects and application process are the same for these LRA funds as they are for traditional LMIG. The application process is currently open, but will close June 15, 2024. Lee County's formula amount for this grant is \$855,690.09 and no match is required.

County Manager Christi Dockery stated that it is staff's recommendation that the Commissioners select one or two roads from the attached proposed road list. This road list has been compiled based on factors such as grade of the road as well as the cost of maintenance. Staff also recommends applying to GDOT for these LRA funds and once accepted, holding the funds until the County also receives the funds for the LMIG FY2025 cycle; the application process for traditional LMIG usually begins in July.

Chairman Singletary stated that this item would be brought up and discussed again at the next meeting so as to allow the Commissioners time to think on it.

(E) **Consideration to approve the emergency repair of the Oakland Library roof.**

Commissioner Mathis made the **MOTION** to approve the emergency repair of the Oakland Library roof for \$22,509.00 from Whitt's Quality Roofing, LLC to come from General funds. Commissioner Roland seconded the **MOTION**. The **MOTION** was unanimous with Commissioner Guarnieri and Commissioner Walls voting yea.

(F) **Consideration to adopt a resolution declaring the election results for the SPLOST referendum, held March 12, 2024.**

Commissioner Mathis made the **MOTION** to adopt a resolution declaring the election results for the SPLOST referendum, held March 12, 2024. Commissioner Guarnieri seconded the **MOTION**. The **MOTION** was unanimous with Commissioner Roland and Commissioner Walls voting yea.

(G) **Consideration to award the bid for the design and engineering of the Coston Road paving project.**

Commissioner Mathis made the **MOTION** to award the bid for the design and engineering of the Coston Road paving project for \$49,800.00 from Advanced Engineering Services, the lowest bidder, to come from TSPLOST funds. Commissioner Walls seconded the **MOTION**. The **MOTION** was unanimous with Commissioner Roland and Commissioner Guarnieri voting yea.

(H) **Discussion of Lumpkin Road East.**

Handouts were provided to the Board at the commencement of the meeting and a map of the area was displayed. Stormwater Engineer Mike Talley of Flint River Consulting summarized the flooding issues on Lumpkin Road East. Mr. Talley suggests grading a new ditch on the North side of the roadway with a culvert under the road. If the easement is acquired, Public Works crews can complete the work. The main issue lies with the dam downstream. Law states that if you move water from one basin to another, you are liable for any damages or perceived damages; which is why when there is a flooding issue, the County must get explicit permission from property owners before pumping from one basin to another.

The dam, which was built on private property sometime in the 1960's, is in poor condition. Mr. Talley stated the best thing to do is remove the dam, while also being sure there is no effect on Hwy 195. With no dam, the ditch and culvert would work. A drainage study could be done so as to ensure it was not impacting the DOT culverts. We need to evaluate the integrity of the dam. Back in 2020, there was evidence of water coming over the dam. As a result, there may be some stability issues regarding the embankment, including a crushed pipe at the bottom of the dam.

On the south side of the property, there is evidence of what used to be an outfall for the pond. The existing pond is also in bad shape. A solution is to build a diversion structure around the pond; the issue, however, is available land and not wishing to put any additional water in that pond. The pond is a hazard to do anything with. The proposed solution, as discussed, is to create a diversion structure around the pond so as to not

interfere with the embankment. Mr. Talley mentioned easements could be needed from approximately three (3) property owners if done on the South side. We would be allowed to size this structure so as to handle the amount of water we know is coming from properties. The embankment is about 15 feet above the natural ground and about 20 feet higher than the culvert at Hwy 195. Elevation goes from 240 to 220 feet, so a concrete structure will be needed and a structural engineer would need to be contracted.

Mr. Talley stated the first problem that needs to be addressed is the dam. Commissioner Mathis asked if this could be easily done if we had the landowners' permission, to which Mr. Talley replied that he believes anyone would be willing to play ball to get the dam up to a better functioning condition. Granting some sort of temporary easement or ownership partial may be considered in this scenario. Again, Mr. Talley emphasized that the integrity of the dam needs to be evaluated before anything. The South side would be more amenable to the structure. County Attorney Jimmy Skipper stated that he would like some time to look at the option of temporary easements.

COMMISSIONER'S MATTERS

NONE

UNFINISHED BUSINESS

NONE

COUNTY ATTORNEY'S MATTERS

NONE

EXECUTIVE SESSION

NONE

PUBLIC FORUM

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

Paul Clayton – State of Old Leslie Road

Chairman Singletary asked if anyone else would like to speak.

With no further comments or questions from the audience, the Public Forum was closed.

ANNOUNCEMENTS

(A) The next regularly scheduled County Commission Meeting is **Tuesday, April 23, 2024 at 6:00pm.**

ADJOURNMENT

Commissioner Walls made the **MOTION** to adjourn the meeting. Commissioner Mathis seconded the **MOTION**. The **MOTION** was unanimous with Commissioner Roland and Commissioner Guarnieri voting yea. The meeting adjourned at 7:18PM.

Facebook video link: <https://www.facebook.com/leecountyga/videos/7289924994395864>

CHAIRMAN

ATTEST: _____
COUNTY CLERK

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

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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, April 23, 2024

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

35 years: Reggie Rachals, Sheriff
-15 years as Sheriff

Proposed Fee Increase for Environmental Health Services

The cost of providing Environmental Health Services has risen substantially over the last few years. The last fee adjustment for Lee County Environmental Health fees occurred in 2015.

A District Environmental Health Fee Committee was put together and they have researched and determined that many of our fees are undervalued when considering the time, equipment, and effort involved in providing the services.

The committee has compared the proposed fee schedule to Columbus, Macon, Valdosta, and Waycross Health Districts and have found our fees are much lower. The committee has also consulted and received input from the State Environmental Health Office and District Leadership regarding the proposed increase in fees. All agree and support the proposed fee changes.

The committee believes fees for environmental health services should be consistent with the time, effort, and associated costs for providing a particular service, and they believe the proposed fee schedule is fair and necessary.

The same fee schedule will be presented to the Board of Commissioners in all 14 counties within our Southwest Health District for approval so that fees are consistent no matter which county the property owner calls home.

Georgia Law requires increases in Environmental Health Fees to be approved and adopted by the County Board of Commissioners. Once adopted by the Commission, the fees would become effective July 1, 2024.

Thank you for your attention to this matter and I look forward to your favorable review. If you have any questions/comments, please do not hesitate to reach out to me either by email (William.Collins@dph.ga.gov) or phone (229-759-3016).

Land Use/Sewage Program	Old Fee	Proposed Fee
	1-4 lot eval 50 per lot + 25 per additional lots	75 per lot
Subdivision or Mobile Home Park Evaluation	50	75
Individual Lot Evaluation For Plat Approval	50	75
Evaluate Existing System	100	150
Septic Tank Permit Residential	150	200
Septic Tank Permit Commercial < 2000	150	400
Septic Tank Permit Commercial > 2000		
Septic Tank Pumper or Portable Sanitation Permit and Inspection	100 (50/ each Add'l truck)	150 + 75 for each additional truck
Water Supply Program	Old Fee	Proposed Fee
Well Construction Permit/Inspection (Includes one courtesy resample if positive)	75	100
Individual Bacterial Water Sample (Includes one courtesy resample if positive)	50	50
Re-Check at Well/Well Site (Within 30 days of initial sample)	25	25
Non-Public Water Supply Annual Sampling	Cost of W33 plus 50	Cost of W33 plus 50
Non-bacterial Water Sample Collection		25
Food Service Program	Old Fee	Proposed Fee
Temporary Food Service Inspection Fee	50	50
Temporary Food Service Late Application Fee	Additional 25	Additional 25
Food Service Application Fee	25	25
Food Service Plan Review Fee	200	300
Food Service Annual Fee	150	275
Food Service Annual Fee with State Approved HACCP Review	150	375
Mobile Food Service Annual Fee with Free Standing Base	100 Commissary Fee, includes (1) unit Each Add'l Unit 100	275 (Base and one unit) + 150 for Each Additional Unit
Mobile Food Service Annual Fee with Free Standing Base and State Approved HACCP Review	100 Commissary Fee, includes (1) unit Each Add'l Unit 100	375 (Base and one unit) + 150 for Each Additional Unit
Mobile Food Service Annual Fee with Existing Food Service Permit	100 per unit	150 per unit
Mobile Food Service Authorization Fee		25
Food Service Required Additional Annual Inspection Fee		75

Tourist Court Accommodation Program	Old Fee	Proposed Fee
Tourist Accommodation Application Fee	25	25
Tourist Accommodation Plan Review Fee	200	300
Tourist Accommodation Annual Fee	100 (1-25); 150 (26-50); 200 (>50)	150 (1-25 rooms); 200 (26-50 rooms); 250 (>50 rooms)
Swimming Pools and Spa Programs	Old Fee	Proposed Fee
Swimming Pool/Spa Application Fee	25	25
Swimming Pool/Spa Plan Review and Construction Permit Fee	250	300
Swimming Pool/Spa Annual Fee	150	200
Body Art	Old Fee	Proposed Fee
Body Art Studio Application Fee	25	25
Body Art Studio Plan Review Fee	300	300
Body Art Studio Annual Fee	200	200
Rabies		
Rabies Specimen Submission - No Exposure	50	150
Rabies Certificate	0.50	0.50
Miscellaneous Fees	Old Fee	Proposed Fee
Public Records Per Printed Page Fee	10 + .10 per page	.10 per page
Waiver/Variance Application Fee	250	250
Failed Inspection Fee	50	75
Late Annual Fee		50
Facility Change of Ownership Fee		100
Exam Proctor Fee (Per Exam)	50	50
Miscellaneous Hourly Rate	50	50



**MEMORANDUM
LEE COUNTY BOARD
OF COMMISSIONERS**

TO: Honorable Board of County Commissioners
SUBJECT: Purchase of New Kubota
MEETING DATE: Tuesday, April 23, 2024

MOTION/RECOMMENDATION

Motion to purchase a Kubota Utility Cab Tractor.

BACKGROUND

In lieu of using the \$140,000.00 allocated from TSPLOST for the purchase of a 6 inch pump and crack sealer machine, Public Works staff requests to purchase a Kubota Tractor. This tractor will replace the 2006 John Deere that is worn out and needing to be replaced. This tractor will be declared surplus and sold on GovDeals. The John Deere tractor is worn out and needs to be replaced. The new tractor costs an estimated \$45,000.00 and, as stated, can be paid for using TSPLOST funds.

ATTACHMENTS

None



**MEMORANDUM
LEE COUNTY BOARD
OF COMMISSIONERS**

TO: Honorable Board of County Commissioners
SUBJECT: Public Works Addition
MEETING DATE: Tuesday, April 23, 2024

MOTION/RECOMMENDATION

Motion to authorize staff to publish a bid for the design and engineering services for an addition to the Public Works building.

BACKGROUND

Staff is requesting authorization to publish a bid for the drawing of plans for an addition to the Public Works office building. The addition will be approximately 1500 square feet. It will include much needed office space, storage, and a restroom to include a shower.

ATTACHMENTS

None

STATE OF GEORGIA

COUNTY OF LEE

**LEASE AGREEMENT
BETWEEN PATRICIA MANNING AND
THE BOARD OF COMMISSIONERS OF LEE COUNTY, GEORGIA,
FOR FIRE SUBSTATION AND POLLING PLACE**

This Lease Agreement entered into effective the _____ day of _____ 2024, by and between **Patricia Manning** of 152 Manning Lane, Leesburg, Lee County, Georgia 31763 (hereinafter referred to as "Lessor") and **The Board of Commissioners of Lee County, Georgia** of 102 Starksville Avenue North, Leesburg, Lee County, Georgia 31763 (hereinafter referred to as "Lessee").

WITNESSETH:

WHEREAS, Lessor is the sole owner of those certain premises more particularly described as 103 Laramore Road in Leesburg, Lee County, Georgia; and

WHEREAS, Lessee previously entered into an annual oral lease with Lessor on September 24, 1988 (hereinafter referred to as "the 1988 lease"), regarding leasing the subject property for use as a fire substation and voting precinct for Lee County in County Commission District 1; and

WHEREAS, Lessor and Lessee deem it appropriate to enter into a new Lease Agreement for such purposes under the terms and conditions herein set out; and

WHEREAS, Lessor and Lessee deem that this new Lease Agreement is for the mutual benefit of both parties.

NOW, THEREFORE, in consideration of the premises, the rental payments to be made hereunder, and other provisions of this Lease Agreement, the parties do hereby agree as follows:

1. (A) That Lessor shall lease to Lessee, and Lessee shall lease from Lessor that certain real property, with all improvements thereon, located at 103 Laramore Road in Leesburg, Lee County, and Georgia (hereinafter referred to as the "leased premises or premises"

(B) That Lessee shall pay to Lessor commencing on December 31, 2023 and continuing on the same day of each successive year thereafter during the term of this Lease, the sum of One Hundred Twenty-Five Dollars (\$125.00) per year as rental for the leased premises. The parties agree and acknowledge that the initial lease payment shall be for the term of the Lease hereunder, which is from January 1, 2024 to December 31, 2024.

2. That Lessee shall be authorized to use the leased premises for a fire substation and a County voting precinct in County Commission District 1 during the term of this Lease.

3. That Lessee shall not have the right to assign this Lease, or any interest therein, or sublet the leased premises, or any part of the premises, or any right or privilege to the premises, or allow any person other than Lessee and Lessee's agents, employees, volunteers, and members of the voting public access to the leased premises.

4. That Lessor leases the premises to Lessee for an initial term of one (1) year commencing as of the 1st day of January, 2024, and concluding as of the 31st day of December, 2024 (the "initial term"); provided, however, that the Lease

shall be automatically renewed without action of either party hereto for four (4) additional consecutive one (1) year terms ("renewal terms") (for a maximum total of five (5) one (1) year terms) under the same terms and conditions as herein set out unless either party provides not less than thirty (30) calendar days' written notice to the other party of such party's intent to terminate the Lease as of the expiration of the initial term or any renewal term. Such notice shall be in writing and shall be delivered to the other party at the address provided herein. Assuming that this Lease continues for the initial term and for all four (4) renewal terms, then this Lease shall terminate and end on December 31, 2028, subject to the parties either entering into a new written lease as of such termination date, or the parties entering into an amendment to this Lease to extend the term hereof beyond such final termination date.

5. That the parties agree that because the leased premises are to be used solely by Lessor for the public purposes herein set out during the term of this Lease, Lessor shall not be obligated to pay any ad valorem taxes to Lee County with respect to the building located on the leased premises during the term of this Lease since that building is owned by Lessee.

6. (A) That Lessee shall purchase and maintain, at its sole cost and expense, public liability insurance with respect to the premises in an amount not to exceed Five Hundred Thousand Dollars (\$500,000.00). Lessor shall be named as an additional insured with respect to such liability insurance policy. Proof of the existence of such insurance policy shall be provided by Lessee to Lessor within ten (10) days of Lessor's request therefor.

(B) That Lessee shall purchase and maintain, at its sole cost and expense, hazard insurance with respect to the building located on the leased premises and Lessee's contents upon the leased premises in such amounts as Lessee may

deem appropriate. Proof of the existence of such insurance policy shall be provided by Lessee to Lessor within ten (10) calendar days of Lessor's request therefor.

7. That Lessee shall be responsible, at its sole cost and expense, to maintain the interior and the exterior of the building and to maintain the grounds around the building included in the leased premises, and at the conclusion of the term, the premises shall be in the same condition as they are on the initial date of this Lease, ordinary wear and tear or damage by fire or the elements excepted; provided, however, that the building owned by Lessee on the leased premises shall be removed by Lessee at the conclusion of the lease in accord with the provisions of Paragraph 16 hereof.

8. That in the event of a default by Lessee hereunder, Lessor shall have the right to cancel and terminate this Lease Agreement, as well as all of the right and interest of Lessee hereunder, by giving to Lessee not less than thirty (30) calendar days' written notice of such cancellation and termination. Upon expiration of the time fixed in such notice, this Lease Agreement and the right, title, and interest of Lessee hereunder shall terminate in the same manner and with the same force and effect as if the date fixed in the notice of cancellation or termination were the end of the term of the then-existing term of this Lease.

9. That Lessor warrants that Lessee shall be granted peaceful and quiet enjoyment of the leased premises free from any eviction, termination, disturbance, or interference by Lessor, as long as Lessee pays the rent and other charges provided herein, and otherwise fully and punctually performs the terms and conditions imposed upon Lessee by the terms of this Lease Agreement.

10. That Lessor represents and warrants that he has full right and authority to enter into this Lease Agreement.

11. That Lessee shall be in exclusive control and possession of the leased premises, and Lessor shall not be liable for any injury or damages to any property or to any person on or about the leased premises, or for any injury or damage to any property of Lessee. Lessor shall have no duty to inspect the leased premises, and Lessor specifically assumes no liability for its failure to inspect said premises.

12. That the failure of either party to insist on a strict performance of any of the terms and conditions hereof shall be deemed a waiver of the rights or remedies that such party may have regarding such specific instance only and shall not be deemed a waiver of any subsequent breach or default in any terms and conditions of this Lease.

13. That all notices required or permitted to be given with respect to this Lease Agreement shall be in writing. Each notice to Lessee shall be sent by registered or certified mail, postage prepaid, and return receipt requested, to:

County Manager
Board of Commissioners of Lee County, Georgia
102 Starksville Avenue North
Leesburg, Georgia 31763

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

Patricia Manning
152 Manning Lane
Leesburg, Georgia 31763

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

Every notice shall be deemed to have been given at the time it shall have been deposited in the United States Mail, postage prepaid, in the manner prescribed

herein. Nothing contained herein shall be construed to preclude personal service of any notice in the manner prescribed for personal service of a summons or other legal process.

14. That Lessee shall, on the last day of the term of this Lease Agreement, or upon any earlier termination or forfeiture of this Lease Agreement, peaceably and quietly surrender and deliver the leased premises to Lessor.

15. That upon surrender of possession of the premises, Lessee shall have sixty (60) calendar days after the surrender of possession of the premises, or the termination of the Lease Agreement, to remove, at Lessee's sole cost and expense, the building located upon the leased premises and Lessees' other personal property located upon the leased premises

16. That this Lease Agreement contains the entire agreement between the parties and cannot be changed or terminated except by written instrument subsequently executed by the parties hereto. This Lease Agreement and the terms and conditions hereof apply to, and are binding upon, the heirs, executors, administrators, legal representatives, successors, and assigns of both parties.

17. That time is of the essence in all provisions of this Lease Agreement.

18. That this Lease Agreement shall be construed in accord with the laws of the State of Georgia.

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

LESSOR:

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

By: _____
Chairman

Attest: _____

LESSEE:

Patricia Manning

Unofficial Witness

Notary Public

Unofficial Witness

Notary Public

AN ORDINANCE TO AMEND CHAPTER 2, ARTICLE XI OF THE CODE OF ORDINANCES OF LEE COUNTY RELATING TO THE TOTAL AMOUNT OF FEES AUTHORIZED TO BE RETAINED AS PERSONAL COMPENSATION BY THE PROBATE JUDGE SERVING AS LOCAL CUSTODIAN, LOCAL REGISTRAR, AND SPECIAL ABSTRACTING AGENT SO AS TO REPEAL SAID PROVISIONS IN THEIR ENTIRETY AND FOR OTHER PURPOSES

BE IT ORDAINED by the Board of Commissioners of Lee County, Georgia, it is hereby ordained by authority of the same, that Chapter 2, Article XI of the Code of Ordinances of Lee County is hereby amended by deleting said Chapter 2, Article XI of said Code in its entirety.

BE IT FURTHER ORDAINED that the repeal of said ordinance shall become effective upon the 30th day of June, 2024, at midnight.

SO ORDAINED effective this _____ day of _____, 2024.

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

By: _____
Luke Singletary, Chairman

Attest: _____
Kaitlyn Good, County Clerk

ACTION TAKEN

FIRST READING: _____

SECOND READING: _____

DATE OF ADOPTION: _____

STATE OF GEORGIA

COUNTY OF LEE

AGREEMENT BETWEEN THE LEE COUNTY BOARD OF COMMISSIONERS AND THE JUDGE OF THE PROBATE COURT OF LEE COUNTY PURSUANT TO THE PROVISIONS OF O.C.G.A. §15-9-68 RELATING TO THE RETENTION OF PERSONAL COMPENSATION BY THE PROBATE JUDGE OF FEES RECEIVED BY THE PROBATE JUDGE IN CONNECTION WITH HER SERVING AS LOCAL CUSTODIAN, LOCAL REGISTRAR, OR SPECIAL ABSTRACTING AGENT

This Agreement entered into by and between the **Board of Commissioners of Lee County, Georgia** ("Lee County"), of 102 Starksville Avenue North, Leesburg, Georgia 31763, and the **Judge of the Probate Court of Lee County, Georgia** ("Probate Judge"), of 100 Leslie Highway, Leesburg, Georgia 31763.

WITNESSETH:

WHEREAS, O.C.G.A. §15-9-68 authorizes a local County government in Georgia, including Lee County, to enter into an agreement with the Probate Judge of the County authorizing the Probate Judge to retain certain fees received by the Probate Judge as additional compensation for the Probate Judge serving as local custodian, local registrar, or special abstracting agent pursuant to O.C.G.A. §31-10-8 or O.C.G.A. §31-10-27; and

WHEREAS, at present, the provisions of Chapter 2, Article XI of the Code of Ordinances of Lee County limit the fees that the Probate Judge may retain as personal compensation for serving in such capacities to Seven Thousand Five Hundred and 00/100 Dollars (\$7,500.00); and

WHEREAS, the purpose of this Agreement is to increase the amount of fees that the Probate Judge acting in such capacities may retain as personal compensation as authorized in accord with O.C.G.A. §15-9-68.

NOW THEREFORE, in consideration of the premises, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lee County and the Judge of the Probate Court of Lee County do hereby agree as follows:

1. That for service by the Probate Judge as local custodian, local registrar, or special abstracting agent pursuant to O.C.G.A. §31-10-8 or O.C.G.A. §31-10-27, the Probate Judge shall be authorized to retain as additional personal compensation the fees paid to the Probate Court for such services in an aggregate amount equal to the amount of such fees actually collected by the Probate Judge or twenty thousand and 00/100 Dollars (\$20,000.00), whichever amount is less, in any calendar year. For the purposes of this Agreement, the term "calendar year" shall be defined as beginning on January 1 of each year and concluding on December 31 of each year.

2. The Probate Judge shall submit, by the 15th day of each calendar month following the end of each calendar quarter, a written quarterly report to the County governing authority specifying the total amount of such fees received during the quarter for which the report is submitted, the total amount of such fees retained by the Probate Judge as additional compensation as authorized in accord with this Agreement, the total of such fees retained by the Probate Judge for the then-current calendar year, and the total amount of such fees remitted to the County for that calendar quarter in accord with Paragraph 3 hereof. The Probate Judge shall be responsible for the payment and proper remittance of all federal and state income taxes and other employment-related deductions required under federal or state law from the amount retained by the Probate Judge for each calendar year as authorized by this Agreement.

3. The balance of all such fees paid to the Probate Court in excess of the fees which the Probate Judge personally retains in accord with this Agreement shall be remitted to the County General Fund on a quarterly basis.

4. This Agreement shall be construed in accord with the laws of the State of Georgia.

5. This Agreement shall be in effect only until the current Judge is no longer serving as the Lee County Probate Judge.

6. The effective date of this Agreement shall be the 1st day of July, 2024 and the provisions of this Agreement shall be applicable to all such fees paid to the Probate Court on or after that date until the expiration or termination of the current term of office of the Probate Judge.

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

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

By: _____
Chairman

Attest: _____
Clerk

**Probate Judge of Lee County,
Georgia**

Melanie Gahring Rathel



MEMORANDUM

LEE COUNTY BOARD OF COMMISSIONERS

TO: Honorable Board of County Commissioners
SUBJECT: County Updates

Agricultural/ Recreation Complex

- Located on 100 acres on Leesburg Bypass — 231 State Route 3
- Proposed plans provided July 29, 2020
- 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
 - An Environmental study will be conducted in the next few weeks
- Improvements to the Property
 - Renovation of Covered Building: New roof, fresh paint, picnic tables, electrical system, well
 - Bobby Donley, Lanier Engineering, provided proposed site plan
 - Proposal submitted to the BOC for review
 - Trails: ¼ mile walking trail that runs along a 46 foot high ridgeline above the 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
 - **Meetings:** June 14, 2021, November 15, 2021, 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
- Concept plan meeting held Friday, February 2, 2024
- Final plans presented to BOC on March 12, 2024
 - To be completed in phases

- Includes: Multipurpose building, tennis courts, pickleball courts, RV campsite, walking and cross country trail, pavilions, amphitheater, practice fields, and a flexible lawn area
- Next Step: Development of bid documents for construction

Bicentennial Anniversary – June 9, 2025

- Preliminary discussions ongoing with staff and Chamber of Commerce staff on projects and ideas for a community celebration for Lee County's first 200 years

2020 Census Numbers

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

Commercial Land Development Permits

- Boaters World – Ridezilla – Hwy 19
- Dawson Road Commercial Subdivision Lots 3-8 – US Hwy 82
- DeSoto Silicon Ranch Phase II & III
- Drake Properties – Downtown Leesburg Restaurant Passion
- Eliano's Coffee – US Hwy 19
- Flint Ventures Commercial Subdivision – US Hwy 19
- Forrester Crossing Phase I – New Office Building
- Giovingo Properties Sanitary Sewer Expansion – US Hwy 82
- Gold Star EMS – Fussell Road
- Hibachi Express Drive-thru Expansion – US Hwy 19
- Lamon Office Building – Ledo Road
- Marlow Lane Sewer Utilities Extension – US Hwy 82
- Mavis Tire – US Hwy 19
- New Jerusalem Grove Baptist Church – Smithville
- Oakland Express convenience store – US Hwy 82
- Oxford Business Park
- Seven Brew – US Hwy 82 (to include proposed package store)
- Three (3) Proposed Package Stores – US Hwy 19, Philema Road, and US Hwy 82
- Gas Station – US Hwy 82
- Woodgrain Millwork Expansion – US Hwy 82

DeSoto Solar Project

- Staff anticipates pushing power to the grid on both the DeSoto II and the DeSoto III projects by the end of this year
- Both projects to be fully completed by the end of Spring 2024
- Received first \$235,000.00 annual payment
- DeSoto I is fully completed and operating well
 - Sheep expected to be on the DeSoto I project by the end of summer or early fall 2024

GEMA

- GEMA representatives will be working with local government, businesses, and citizens to create a Disaster Recovery and Redevelopment Plan for the county
- There will be at least three stakeholder meetings
- Consists of a zero-cost match

GIS

- Implemented Pictometry

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

Great American Clean-up

- April 6, 2024
- Event included Amnesty Day at the Landfill, Flag turn in, and prescription pill take back

LMIG Funds

- **FY2024**
 - Funds Received from GDOT: \$690,908.06
 - Total, with 30% match from Lee County: **\$898,180.48**
 - Application approved September 18, 2023
 - Grant Funds received September 19, 2023
 - BOC awarded bid on December 12, 2023 to Oxford Construction Company
 - Roads: Chokee Road, Country Drive, Knollwood Drive, Springlake Drive, and Wiregrass Way
 - Project ongoing

LRA Funds

- March 2024: Governor Kemp announced an additional \$250 million in Local Road Assistance Administration funds (LRA) was to be included in the amended FY 2024 budget
- Same application process and eligible activities/ projects as for the traditional LMIG
- No required match
- Lee County's formula amount for this grant is **\$855,690.09**
- Application portal is open now and will close June 15, 2024

New York Road Bridge Repair

- BOC approved the Bridge repair for the Chokee Creek Bridge on New York Road
- April 9, 2024: Southern Concrete Construction Company awarded this bid for \$30,000.00
- April 12, 2024: Official Notice to Proceed issued

Oakland Library Roof Repair

- BOC approved the emergency repair of the roof at the Oakland Library & Bindery
- April 9, 2024: Whitt's Quality Roofing, LLC was awarded this bid for \$22,509.00
- April 18, 2024: Official Notice to Proceed issued

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 15, 2024
 - Detour will be implemented during this construction as bridge will be closed to thru traffic
 - Estimated completion date: January 7, 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: \$21,429,270.00 as of March 2024 (1.03%)

SPLOST VIII

- Citizens voted on referendum March 12, 2024
 - Vote passed
- Collection Period: October 1, 2025 - September 30, 2031
- September 12, 2023: BOC approved placing on the March 2024 ballot
- Meeting with Lee County, Leesburg, and Smithville officials held Tuesday, October 10, 2023 with all entities in agreement
- IGA and projects list approved by the BOC on October 24, 2023
- Completed IGA submitted to the Elections and Registration Office November 10, 2023

Stocks Dairy Cross Drain Pipe Repair

- BOC approved the repair for drain pipe Stocks Dairy Road
- April 9, 2024: POPCO, Inc. was awarded this bid for \$49,573.00
- April 15, 2024: Official Notice to Proceed issued

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
 - Final collection: \$18,894,449.38 as of March 2024 (111%)

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
- Conditional Use and Variance to before the Planning Commission on May 2, 2024 with a Public Hearing before the BOC May 14, 2024 and final vote on May 28, 2024
- 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 GDOT regarding a traffic study and signal installation ongoing
- GDOT committed to conducting a traffic study of this intersection once the project is completed

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 2026
- 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
 - Groundbreaking held Wednesday, February 7, 2024 at Oakland Court

RFPs and RFQs

Open

No RFPs or RFQs are currently open.

Recently Awarded

Coston Road Paving Project

- Approved by BOC at September 26, 2023 meeting
- Pre-Bid Meeting: November 16, 2023
- Re-published February 2024
- Pre-Bid Meeting: March 14, 2024
- Bid Opening: April 4, 2024
- BOC awarded the bid to Advanced Engineering Services on April 9, 2024 for \$49,800.00
- April 10, 2024: Notice of Award
 - Currently awaiting paperwork from vendor

Disaster Recovery Management, Disaster Debris Monitoring, and Disaster Recovery Services

- Bid Opening: January 16, 2024
- Approved by BOC at June 13, 2023 meeting
- To be brought before the BOC on February 13, 2024
- BOC awarded bid on February 13, 2024 to Tetra Tech
- April 5, 2024: Contract Completed

Disaster Debris Removal and Disposal Services

- Bid Opening: January 16, 2024
- Approved by BOC at June 13, 2023 meeting
- To be brought before the BOC on February 13, 2024
- BOC awarded bid on February 13, 2024 to DRC Emergency Services
- In the contract process

Road Resurfacing Projects (including LMIG 2024)

- **Pre-Bid Meeting:** November 28, 2023
- **Bid Opening:** December 11, 2023
- Approved by BOC at September 12, 2023 meeting
- BOC awarded bid on December 12, 2023 to **Oxford Construction Company** at a total cost of **\$5,032,661.75**
- **Roads:** Argyll Place, Aylesbury Place, Berkeley Road, Cambridge Road, Carillon Court, Carowinds Drive, Chokey Road, Coosaw Court, Country Drive, Creek Isle Drive, Creekshire Court, Creekview Drive, Danbury Lane, Doris Drive, Foxworth Drive, Halifax Place, Huntingdon Drive, Johns Drive, Knollwood Drive, Lavender Lane, Longleaf Drive, Margate Drive, Marion Court, Midway Street, Morning Mist Drive, Muckalee Lane, New York Road, Pebble Ridge Drive, Pineview Drive, Pinewood Road, Red Bay Court, Springlake Drive, Towne Lane, Victorian Court, Village Lane, Warrington Road, Willard Court, Winnstead Drive, and Wiregrass Way
 - **Roads Currently being Worked on:** Victorian Court, Red Bay Court, Springlake Drive, Carillon Court, Country Drive, Towne Lane, and Village Lane
 - **Roads to be Completed:** Coosaw Court, Creek Isle Drive, Creekshire Court, Creekview Drive, Knollwood Drive, Marion Court, Midway Street, Muckalee Lane, and Willard Court
- Estimated Completion Date: May 2024

Bermuda Lane Pipe Repair

- **Pre-Bid Meeting:** November 9, 2023
- **Bid Opening:** November 28, 2023
- Approved by BOC at October 24, 2023 meeting
- February 27, 2024: \$12,540.00 change order approved by BOC
- BOC awarded bid on December 12, 2023 to **Oxford Construction Company** at a total cost of **\$74,095.00**
- Completion Date: April 2024

Future

Sewer Extension on Hwy 19

- Approved by BOC at June 22, 2021 meeting
- Staff writing RFQ documents
- Projected Bid Opening TBD
- The plans and easement plats are completed and ready for submittal from Lanier Engineering
- Estimated Completion: December 2024

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



**MEMORANDUM
LEE COUNTY BOARD
OF COMMISSIONERS**

TO: Honorable Board of County Commissioners
SUBJECT: Approval of ARPA Spending Proposal
METING DATE: Tuesday, April 23, 2024

MOTION/RECOMMENDATION

Motion to approve the spending proposal for the remaining ARPA funds

BACKGROUND

Staff recommends spending the remaining \$1,800,000.00 in ARPA funds on the attached list of capital projects. All of these items have been approved by our auditors and ACCG as a proper use of ARPA funds. ARPA funds can be used for almost any county governmental service function with the exception of offsetting a reduction in net tax revenue, funding pension plans, satisfying settlements, paying debt service payments, or adding to the fund balance

Staff has also discussed converting to a .gov website and we recently received information from ACCG encouraging us to implement this .gov to all governmental emails as an additional cybersecurity layer, especially for Elections offices. Before this conversion can be implemented it is recommended from NTS that we transfer to MS365.

ATTACHMENTS

Proposal

ARPA Funds as of 4/11/2024	1,800,000.00	
Phone Recorder for 911	135,830.08	*****this is an estimate
911 MEVO Devices	14,370.00	*****this is an estimate
911 Phone System	300,000.00	*****this is an estimate
Flock Camera System for Sheriff's Office	54,120.00	
In Car Cameras with Flock ALPR System for Sheriff's Office	369,580.80	
Rescue Task Force Gear for Public Safety (6 sets)	11,740.02	
Microsoft 365	115,862.00	*****this is an estimate
New .gov website	19,200.00	
i3 Verticle Software for Magistrate Court	30,000.00	
Salary Study Implementation	250,000.00	
County Extension Van	55,000.00	
Public Works and Tharp Building Renovations	444,297.10	*****this is an estimate
Total Available ARPA Funds	<u>0.00</u>	

2024 ARPA Funds Expenditure Proposal

Phone Recorder for 911 - \$135,830.08(est)

Our current phone recorder has poor audio quality, which makes it hard to hear the 911 caller. It has also proven unreliable with recording the phone calls. This phone recorder will replace the old one.

911 MEVO Devices - \$14,370.00(est)

Provides a backup to the phone system. They can pick up these phones and relocate them to another location if need be.

New Phone System for E-911 Center - \$300,000.00(est)

Our current phone system is approximately six (6) years old. This is the average span of a 911 phone system. Currently, 911 is having trouble with the phone system. This phone system will replace the old phone system.

Flock Safety Camera System for Sheriff's Office - \$54,120.00

These stationary cameras capture a license plate, and once captured, a computer program then analyzes the plate and checks it against the National Crime Information Center (NCIC) database to determine the validity of the plate (i.e. checking current registration status, insurance status, if a vehicle is stolen, and warrant checks for owners). There is also an option to manually enter a license plate number for lookouts and attempts to locate. These cameras can assist investigators in identifying suspects and recovering stolen vehicles.

In-Car Cameras with Flock ALPR System for Sheriff's Office - \$369,580.80

These cameras would replace the outdated and manual WatchGuard camera system currently being used in the patrol vehicles. These cameras also work together with the body worn cameras along with the tasers that personnel carry. These cameras are dual view with integrated 4k covering three (3) traffic lanes. They capture clear audio up to 1,000 feet away from the vehicle.

Rescue Task Force Gear for Public Safety (6 Sets) - \$11,740.02

Rescue gear for the Task Force Team that has been trained, but currently has no gear. Due to the active shootings across the Country, Chief Forrester feels that the safety of our citizens is at risk without the gear to provide rescues.

New .gov Website – \$19,200.00(est)

Foreign adversaries and cyber threat actors have demonstrated intent to target U.S. elections and election infrastructure in previous election cycles. We expect the threat these actors pose to future elections will continue. These actors may use a variety of tactics, including engaging in cyber threat activity targeting election office websites and email accounts, as well as conducting influence operations that seek to impersonate election offices or election officials.

CISA and FBI recommend all election offices adopt a .gov domain to help election offices and other state, local, tribal, and territorial (SLTT) government entities mitigate impersonation and cybersecurity risks. Similar to .com, .org, or .us domains, organizations use a .gov domain for online services, like websites or email.

Unlike other domains, .gov is only available to official U.S.-based government organizations and publicly controlled entities. Users visiting a .gov website or receiving an email from a .gov email address can be more confident that the content is genuine government information. Additionally, use of the .gov domain can help the public better recognize official government sites and emails while avoiding phishing attempts and websites that impersonate government offices.

Microsoft 365 - \$115,862.00(est)

In order to move to a .gov website, we will need to move to Microsoft 365 first. The benefits to moving to Microsoft 365 are the data and employees remain in the US and there are stricter access policies around everything.

I3 Verticle Software for Magistrate Court - \$30,000.00

New software to replace the current software used in Magistrate Court. This is the same software used in Probate Court.

Salary Study Implementation - \$250,000.00

Funds will be used to supplement general funds.

County Extension Van - \$55,000.00(est)

Their current van is 17 years old and is used to transport children out of town.

Public Works and Tharp Building Renovations - \$444,297.10(est)

Expansion of the Public Works Building. New Carpet and Painting in the Tharp Building



**MEMORANDUM
LEE COUNTY BOARD
OF COMMISSIONERS**

TO: Honorable Board of County Commissioners

SUBJECT: Parking Lot Repairs – Governmental Building on Main Street

METING DATE: Tuesday, April 23, 2024

MOTION/RECOMMENDATION

Motion to approve repairs to the parking lot of the Governmental Building located on Main Street that houses the Environmental Health, USDA, and UGA County Extension offices.

BACKGROUND

Staff is seeking permission to repair the parking lot of the Governmental Building located on Main Street that houses the Environmental Health, USDA, and UGA County Extension offices. This repair project would include sealcoating, crack fill, new layout parking stall striping, reset, and repainting of the parking blocks. There are funds within the current budget for this project that would cover this cost.

ATTACHMENT

None



MEMORANDUM LEE COUNTY BOARD OF COMMISSIONERS

TO: Honorable Board of County Commissioners

SUBJECT: 2024 LRA (Local Road Assistance) Funds

MEETING DATE: Tuesday, April 23, 2024

MOTION/RECOMMENDATION

Discussion of the LRA 2024 application and potential road projects.

BACKGROUND

Last month, the Governor announced an additional \$250 million in Local Road Assistance Administration funds (LRA) was to be included in the amended FY 2024 budget. Thereby, the County gets to apply for another grant for road projects, but this time, there is no required 30% match as there is for the typical LMIG program.

The eligible activities/projects and application process are the same for these LRA funds as they are for traditional LMIG. The application process is currently open, but will close **June 15, 2024**. Our formula amount for this grant is **\$855,690.09**, and again, **no match is required**.

Staff recommends the Commissioners select one or two roads from the attached proposed road list provided by Brent Davis, Reliable Engineering, and Mike Sistrunk, Public Works Director to submit on the grant application. This road list has been compiled based on factors such as grade of the road as well as the cost of maintenance.

Staff recommends applying to GDOT for these LRA funds and once accepted, holding the funds until the County also receives the funds for the LMIG FY 2025 cycle; the application process for traditional LMIG usually begins in July. At a future meeting, the Commissioners can select additional roads for the LMIG FY 2025 funds and authorize staff to put out an RFP for projects including funding from the LRA, LMIG FY 2025, and TSPLOST funds.

ATTACHMENTS

Proposed Projects

Priority	Road Name	Grade	From	To	Miles	Width	Details	Estimated Cost	
1	Mossy Dell Rd	71	S.R. 32	New York Rd	2.91	20	Level and Resurface	\$ 825,000.00	Slight to Moderate Alligator Cracking on 60% of Road, Severe Edge Unraveling, Really Bad Section in Creek Crossing
2	Graves Spring Rd	73	Forrester Rd	S.R. 32	5.20	20	Level and Resurface	\$ 1,326,000.00	Alligator Cracking on Wheel Paths on 25% of Road That Will Lead To Base Failure Soon, Some Base Failure Already Present
3	Hickory Grove Rd	74	Winnifred Rd	Pebble Ridge	1.14	24	Level and Resurface	\$ 290,700.00	Alligator cracking on wheel paths that will soon lead to base failure, Thin Wearing Course
4	Pryor Road	65	County Line	County Line	1.30	20	Level and Resurface	\$ 331,500.00	Severe Base Failure on 20% of Road, Alligator and Block Cracking Also Present
	Cutts Road	70	Chokee Rd	Pryor Rd	0.76	20	Level and Resurface	\$ 193,800.00	Some Potholes and Alligator Cracking on 30% of Road, Unraveling Edges and Some Base Failure
5	Winnifred	72	Cookville Rd	Do Co Line	2.63	20	Level, Resurface , Widen	\$ 933,650.00	Moderate Alligator Cracking on Most of the Road in Wheel Path With Slight Rutting, Severe Edge Unraveling Causing Potholes and Making Road Narrower
6	Fussell Rd	76	U.S. 82	Palmyra Rd	2.22	20	Level, Resurface , Widen	\$ 790,000.00	Small amount of base failure and alligator cracking along edges, potholes and edge unraveling
7	New York Rd	72	S.R. 195	Mossy Dell Rd	1.50	22	Level, Resurface , Widen	\$ 550,000.00	Slight to Moderate Alligator Cracking on 20% of Road, Severe Edge Unraveling Making Road Narrow, Several Base Failures East of Mossy Dell
8	Northampton				1.89		Level and Resurface	\$ 435,000.00	Several Deep Depressions Caused by Base Failure or Lime Sinks, Moderate to Severe Block Cracking and Weathering Pavement
	Leland Ferrell Drive	72	Lovers Lane	Northampton Rd	1.50	24	Level and Resurface	\$ 345,000.00	
	White Horse Drive	73	Cul-de-Sac	Leland Ferrell Dr	0.13	24	Level and Resurface	\$ 30,000.00	
	Brandt Ct	75	Leland Ferrell Dr	Cul-de-Sac	0.07	24	Level and Resurface	\$ 16,000.00	
	English Drive	75	Leland Ferrell Dr	Cul-de-Sac	0.19	24	Level and Resurface	\$ 44,000.00	
9	Marlow Lane	89	N Doublegate	W Doublegate	0.48	27	Level and Resurface	\$ 110,000.00	Bad Alligator Cracking and Rutting in the Travles Lanes
10	Larkspur Drive	73	Winnstead Dr	Martindale Dr	0.51	24	Level and Resurface	\$ 117,000.00	Block Cracking and Moderate Alligator Cracking
11	Red Tip Lane	75	Wiregrass Wy	Martindale Dr	0.39	24	Level and Resurface	\$ 90,000.00	Block cracking, some areas with alligator gracking and base failure
Ledo Road and Forrester Road should also be considered to be resurfaced in the near future									
	Ledo Rd	78	U.S. 82	U.S. 19	3.51	24-62	Level and Resurface	?????	Would Need to Split with City of Albany, Some Potholes Beginning to Form, Stress Cracking and Settling Also Present
	Forrester Pkwy	78	U.S. 19	Philema Rd	5.35	24	Level and Resurface	\$ 1,350,000.00	Some Cracking and Settling of Road Makes Ride Rough

**AN ORDINANCE TO AMEND CHAPTER 70, ARTICLE III, SECTION 70-84, OF
THE CODE OF ORDINANCES OF LEE COUNTY, WITH RESPECT TO THE
ALLOWABLE AREAS AND NUMBER OF ACCESSORY BUILDINGS ALLOWED
FOR LOTS FIVE ACRES OR MORE, LOCATED IN RESIDENTIAL DISTRICTS**

BE IT ORDAINED, BY THE BOARD OF COMMISSIONERS OF LEE COUNTY, GEORGIA THAT CHAPTER 70, ARTICLE III, SECTION 70-84, OF THE CODE OF ORDINANCES OF LEE COUNTY IS HEREBY AMENDED BY ADDING TO THE CHART A NEW ACCESSORY BUILDING ALLOWANCE AND MAXIMUM TOTAL FLOOR AREA FOR ALL BUILDINGS FOR LOTS FIVE ACRES OR MORE, LOCATED IN RESIDENTIAL DISTRICTS, WHICH SHALL PROVIDE AS FOLLOWS:

Lot Area Where Accessory Building is Proposed	Maximum Number of Accessory Buildings	Maximum Total Allowable Floor Area For All Accessory Buildings
Up to 21,780 square feet	3	600 square feet
21,781 to 43,560 square feet	3	1,000 square feet
43,561 square feet to 5 acres	5	1,000 square feet for the first acre, plus 500 square feet for each additional ½ acre, not to exceed a total of 5,000 square feet of floor area
5 acres or more	5	5,000 square feet for the first five acres, plus 250 square feet for each additional acre, not to exceed a total of 10,000 square feet of floor area

SO ORDAINED effective this _____ day of _____, 2024.

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

By: _____
Luke Singletary, Chairman

Attest: _____
Kaitlyn Good, County Clerk

ACTION TAKEN

FIRST READING: _____

SECOND READING: _____

DATE OF ADOPTION: _____