



BOARD OF COUNTY COMMISSIONERS

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

TUESDAY, JANUARY 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

1. INVOCATION

Pastor Robin Chaplin, Victory Baptist Church, to lead the invocation.

2. PLEDGE OF ALLEGIANCE

3. CALL TO ORDER

4. APPROVAL OF MINUTES

(A) Consideration to approve the minutes for the Board of Commissioners meeting for January 11, 2023.

PAGE

A - G

5. CONSENT AGENDA

NONE

6. NEW BUSINESS

(A) Recognition of employees' years of service.

1

7. PUBLIC HEARING

NONE

8. DEPARTMENTAL MATTERS

Planning, Zoning, and Engineering

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

2 - 73

development meets storm water management requirements to minimize stormwater runoff and ensure the quality of water exiting the site; (3) The applicant shall ensure that low impact construction techniques are utilized to avoid soil compaction during and after construction; (4) The applicant shall ensure that monthly water quality testing is conducted per GA EPD standards and send the monthly reports to the County. Any sampling and reporting conducted by GA EPD should also be shared with the County; (5) The applicant should ensure that a wildlife management assessment is conducted to provide a recommendation on mitigation and share all updates on wildlife management with the County on a monthly basis; and (6) The applicant shall complete the abovementioned and have the Phase I project approved per the existing Memorandum of Understanding before Phase II commences and have the Phase II project approved per the existing Memorandum of Understanding before Phase III commences. **Public Hearing held December 13, 2022**

9. CONSTITUTIONAL OFFICERS & GOVERNMENTAL BOARDS/AUTHORITIES

- (A) Consideration to appoint **two (2) members** to the **Planning Commission** for a term of four (4) years. Current term expires 01/31/2023. New term expires 01/31/2027. Letters of interest received from Juliette D. Bush, Johnny Golden, and Jason Sheffield (reappointment). 74 - 78
- (B) Consideration to appoint **four (4) member** to the **Utilities Authority** for a term of one (1) year. Current term expires 01/31/2023. New term expires 01/31/2024. Letters of interest in appointment received from Amy Addison, Chad Arnold, Johnny Barthlein (reappointment), Aaron McCulley, Bob Usry, and George Walls (reappointment; By Virtue of Office). 79 - 86
- (C) **Tax Assessor's Office** – Consideration to approve a quote for services from K&G Consulting. 87

10. COUNTY MANAGER'S MATTERS

- (A) Updates on County projects. 88 - 93

11. COMMISSIONER'S MATTERS

- (A) Discussion of the hospital project. 94 - 95

12. UNFINISHED BUSINESS

NONE

13. COUNTY ATTORNEY'S MATTERS

- (A) Consideration to adopt an amendment to Chapter 58 Article IV, Section 58-86 of the Code of Ordinances Related to Approval of Minor Subdivisions and Plat Requirements with Respect to Such Minor Subdivisions. *Second Reading Held January 11, 2023* 96 - 99
- (B) Consideration to adopt an amendment to Chapter 58 Article IV, Section 58-122 of the Code of Ordinances Related to Approval of Major Subdivisions and Plat Requirements with Respect to Such Major Subdivisions. *Second Reading Held January 11, 2023* 100 - 103
- (C) Consideration to adopt an amendment to Chapter 38 Article VI Soil Erosion and Sedimentation Prevention. *Second Reading Held January 11, 2023* 104
- (D) Consideration to adopt an amendment to Chapter 6 of the Code of Ordinances Relating to the Sale and Consumption of Alcoholic Beverages, specifically regarding the Licensure of Package Stores. *First Reading Held January 11, 2023* 105 - 112
- (E) Consideration to adopt a Resolution Terminating a Temporary Moratorium upon the Zoning, Permitting, Construction, and Operation of Package Stores. 113 - 114
- (F) Discussion of Chapter 70, Article V, Section 70-162 with respect to permitted uses in an R-1 Single Family Residential District, specifically the construction of accessory structures. 115 - 116

- (G) Consideration to approve a First Amendment to Intergovernmental Agreement between Lee County and the Lee County Development Authority with respect to the Development and Construction of a Hospital in Lee County, Georgia as an Economic Development Project dated 9/15/22.

14. **EXECUTIVE SESSION**

NONE

15. **PUBLIC FORUM**

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

16. **ANNOUNCEMENTS**

- (A) The next regularly scheduled County Commission Meeting is **Tuesday, February 14, 2023 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

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WEDNESDAY, JANUARY 11, 2023 6:00 P.M.

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MEETING MINUTES
WORK SESSION

COUNTY COMMISSIONERS

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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

The Lee County Board of Commissioners met in a work session on Wednesday, January 11, 2022. The meeting was held in the Opal Cannon Auditorium of the Lee County T. Page Tharp Governmental Building in Leesburg, Georgia. Those present were Commissioner Dennis Roland, Commissioner Luke Singletary, Commissioner Billy Mathis, Commissioner Chris Guarnieri, 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.

INVOCATION

Commissioner Billy Mathis led the invocation.

PLEDGE OF ALLEGIANCE

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

Special Presentation

Commissioner Mathis spoke in memoriam of Mr. Edward Paul "Ed" Duffy, Sr. Mr. Duffy served on both the Lee County Commission and the Lee County Utilities Authority for many years. The Board, staff, and the Citizens of Lee County are profoundly grateful to Mr. Ed Duffy for his many years of loyal service and friendship to many.

CALL TO ORDER

(A) Selection of a Chairman for 2023 and by virtue of office, Chairman will serve on the following boards:

- DARTS Policy Coordinator – meets quarterly
- Southwest Georgia Regional Commission – meets monthly
- Health Department – meets quarterly
- WorkSource Southwest Georgia Consortium – meets annually

** Chairman may appoint another Commissioner to serve as proxy.*

Commissioner Walls made the **MOTION** to name Commissioner Mathis as Chairman of the Lee County Board of Commissioners for 2023. Commissioner Singletary seconded the **MOTION**. The **MOTION** was unanimous with Commissioner Guarnieri and Commissioner Roland voting yea. Commissioner Billy Mathis is Chairman of the Lee County Board of Commissioners for 2023.

(B) Selection of a Vice-Chairman for 2023.

Commissioner Roland made the **MOTION** to name Commissioner Singletary as Vice-Chairman of the Lee County Board of Commissioners for 2023. Commissioner Guarnieri seconded the **MOTION**. The **MOTION** was unanimous with Commissioner Walls and Chairman Mathis voting yea. Commissioner Luke Singletary is

Vice-Chairman of the Lee County Board of Commissioners for 2023.

- (C) **Chairman to make appointments to the County's 2023 Standing Committees:**
- **Budget & Finance Committee:** Commissioners Mathis and Guarnieri
 - **Personnel Committee:** Commissioners Singletary and Mathis
 - **Road Committee:** Commissioners Walls and Roland

APPROVAL OF MINUTES

- (A) **Consideration to approve the Board of Commissioners meeting minutes for December 13, 2022.**
Commissioner Singletary made the **MOTION** to approve the Board of Commissioners meeting minutes for December 13, 2022. Commissioner Walls seconded the **MOTION**. The **MOTION** was unanimous with Commissioner Guarnieri and Commissioner Roland voting yea.
- (B) **Consideration to approve the minutes from the Special Called Board of Commissioners meeting for December 22, 2022.**
Commissioner Singletary made the **MOTION** to approve the minutes from the Special Called Board of Commissioners meeting for December 22, 2022. Commissioner Walls seconded the **MOTION**. The **MOTION** was unanimous with Commissioner Guarnieri and Commissioner Roland voting yea.

CONSENT AGENDA

NONE

NEW BUSINESS

NONE

PUBLIC HEARING

NONE

DEPARTMENTAL MATTERS

Parks & Recreation

- (A) **Consideration to approve an agreement with Lee County Youth Baseball for one (1) year. Current contract expired 12/31/2022**
Commissioner Walls made the **MOTION** to approve an agreement with Lee County Youth Baseball for one (1) year. Commissioner Guarnieri seconded the **MOTION**. The **MOTION** was unanimous with Commissioner Roland and Commissioner Singletary voting yea.

Planning, Zoning & Engineering

- (B) **Consideration to approve an application from SR DeSoto 2 & 3, LLC (Z22-004) requesting a Conditional Use for a large scale (1,566 total acres) ground mounted solar energy system as a principal use in the AG-1 (Active Agriculture District). Project is known as SR DeSoto 2 & 3, LLC. There are multiple property owners as follows: Silicon Ranch Corporation, Wherrell 41, LLC, Roger Howell, John & Eddie Berryhill for a total of (944 acres) fenced/developed area, collectively, ("Landowners") of land being part of Land Lots 188, 189, 195, 196, 197, 221, 222, 227, & 228 of the Fourteenth Land District, of Lee County, Georgia. The property involved is presently zoned AG-1. Planning Commission members and Planning Department staff and consultants recommend approval, with the following conditions, to be fulfilled at the owner/developer's expense: (1) The applicant shall ensure that design and construction of structures shall meet or exceed the standards indicated on the concept plan, narrative, and other documents submitted with the conditional use application and attached hereto. This condition shall not construe approval of any standard that is not in conformity with the Lee County Code of Ordinances; (2) The applicant shall ensure that design and engineering for land development meets storm water management requirements to minimize stormwater runoff and ensure the quality of water exiting the site; (3) The applicant shall ensure that low impact construction techniques are utilized to avoid soil compaction during and after construction; (4) The applicant shall ensure that**

monthly water quality testing is conducted per GA EPD standards and send the monthly reports to the County. Any sampling and reporting conducted by GA EPD should also be shared with the County; (5) The applicant should ensure that a wildlife management assessment is conducted to provide a recommendation on mitigation and share all updates on wildlife management with the County on a monthly basis; and (6) The applicant shall complete the abovementioned and have the Phase I project approved per the existing Memorandum of Understanding before Phase II commences and have the Phase II project approved per the existing Memorandum of Understanding before Phase III commences. Public Hearing held December 13, 2022

Commissioner Roland opened the discussion on the item by stating he visited the property today and took a few pictures that were sent to staff and the Board. Commissioner Walls commented on the seeming dirtiness of the surrounding waterways after a recent rainfall event. County Manager Christi Dockery stated the buffer plan is not yet completed and is expected to be completed soon. Applicant Connor Echols added that a third party consultant has been hired to complete a robust buffer plan for all three phases of the project. The buffers are put in at the end of the year; for Phase I the buffers will begin to be placed in the spring. Mr. Echols stated the plan should be completed within the next two to three weeks. The panel area is fenced. The buffer plan will include trees (evergreens), shrubs, grasses, and pollinators around the project area. Buffers will be installed as each phase is completed. Mr. Echols also stated that the estimated completion for Phase I is the end of this January, with buffering being installed in the Spring.

Chairman Mathis then allowed the public to speak on this issue.

David Dixon: Spoke on concerns on stormwater runoff and sediment, citing violations of the Clean Water Act (specifically the standard or turbidity) and asks that Phase I be completed successfully and issues rectified before commencing Phases II and III

Neil Fleckenstein, Tall Timbers: Spoke on concerns of stormwater runoff and the need for a detailed stormwater plan, soil compaction and erosion, a plan for the vegetative buffers and ponds, and asks that Phase I be completed successfully and issues rectified before commencing Phases II and III

Commissioner Singletary asked Mr. Fleckenstein if his company did any monitoring and if he was aware of any baseline measures for runoff in the creeks prior to the commencement of this solar project. Mr. Fleckenstein replied that they do not conduct water quality monitoring on their property.

Director of Energy, Silicon Ranch: Spoke on the plans for sheep and vegetation on the property; There are currently 140 operating solar farms, 12 of which have sheep on them currently. The Lee County property will have approximately 2500 sheep beginning in 2024, with 8 – 10 full time staff members to oversee the property.

Luke Wilkinson, Senior VP, Silicon Ranch: Stated that they want to be good neighbors and member of the community and welcome anyone out to the property- commissioner, staff, or citizen.

Felix Marbury: Stated that given the buffer plan, it may still require several plantings and many years before the vegetation can actually act as the buffer as intended; also mentioned it may be a conflict of interest for Commissioner Roland to vote as his family profited from the sale of land for Phase I.

Commissioner Roland replied by stating that he received no money from the prior deal, but that only his mother had.

Mike Talley, County contracted Stormwater Engineer: Stated he and Chief Marshal/ Code Enforcement Officer Jim Wright have driven around and reviewed the site several times and he has observed a clean job site, with clear attention to site detail and site plan. Mr. Talley also stated that the erosion control elements on the property are designed per EPD standards and any erosion control inspections fall under EPD jurisdiction. The county does not review the erosion control; that is done by EPD or Georgia Soil and Water Conservation. To potentially address the runoff issue, Mr. Talley suggests making the existing stormwater holding pond bigger to increase storage capacity, add more silt fencing, or add more sediment basins. Mr. Talley emphasized that every rainfall event is different and the outcome depends on how much rain is received and how fast it comes (i.e. one inch of rain over the course of 24 hours has a much smaller effect than the receipt of one inch of rain in just one hour).

Jenny Crisp: Spoke on concerns of flooding and the failed silt fencing; supports the idea of a larger pond; asks that Phase I be completed successfully and issues rectified before commencing Phases II and III.

Don Odom: Spoke on concerns about litigation with Silicon Ranch in Stewart County and asks that Phase I be completed successfully and issues rectified before commencing Phases II and III

Site Manager, Silicon Ranch: Stated that they want to be good neighbors and wish to work with everyone to make it right

Commissioner Walls made the **MOTION** to table the application from SR DeSoto 2 & 3, LLC (Z22-004) requesting a Conditional Use for a large scale (1,566 total acres) ground mounted solar energy system as a principal use in the AG-1 (Active Agriculture District) until Phase I is finished. With **no second**, the **MOTION** failed.

Commissioner Singletary stated he would like to see additional measures put in place by Silicon Ranch to mitigate the runoff issue, with the involvement of Mike Talley. He would also like to view the buffer plan before being comfortable letting the next two phases commence. However, if everything is in compliance, there is no reason to deny.

County Attorney Jimmy Skipper stated that when an issue is tabled, it is typically meeting date certain as to when it will come back before the Board. If the Board wishes to make a general motion to table this issue, that is theoretically allowed, but then another motion would need to happen to take the item off the table and place it back on a future meeting agenda.

Commissioner Walls made the **MOTION** to table the application from SR DeSoto 2 & 3, LLC (Z22-004) requesting a Conditional Use for a large scale (1,566 total acres) ground mounted solar energy system as a principal use in the AG-1 (Active Agriculture District) until a buffer plan is received and there is more information provided regarding the runoff issue. Commissioner Singletary seconded the **MOTION**. The **MOTION** was unanimous with Commissioner Guarnieri and Commissioner Roland voting yea.

CONSTITUTIONAL OFFICERS & GOVERNMENTAL BOARDS/AUTHORITIES

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

There is currently one more vacancy on this Board.

Commissioner Singletary made the **MOTION** to reappoint Chad Griffin to the Regional Commission Council of Southwest Georgia for a term of one year, expiring 01/31/2024. Commissioner Guarnieri seconded the **MOTION**. The **MOTION** was unanimous with Commissioner Walls and Commissioner Roland voting yea.

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

Commissioner Singletary made the **MOTION** to table a quote for services from K&G Consulting until more information is provided regarding the services to be offered. Commissioner Guarnieri seconded the **MOTION**. The **MOTION** was unanimous with Commissioner Roland and Commissioner Walls voting yea.

COUNTY MANAGER'S MATTERS

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

County Manager Christi Dockery discussed ongoing projects in the County: (1) The gym is still an ongoing project; (2) the Parks & Recreations storage building project has begun and will be completed in 90 days; and (3) we are currently waiting for the contract to be finalized for the 2023 LMIG projects, to begin hopefully within the next month.

- (B) **Consideration to declare vehicles and equipment surplus.**

Commissioner Singletary made the **MOTION** to declare the following vehicles and equipment surplus to be sold on GovDeals: A 2012 Chevrolet Impala VIN 9744, a 1985 Ingersoll Rand Air Compressor SN 9795, a

2009 Ford F-150 Crew Cab VIN 1830, a 2003 London Aire Mosquito Sprayer SN 0412, a Bad Boy 852 Outlaw Mower SN 5008, and a 2004 Ford F-150 VIN 3841. Commissioner Walls seconded the **MOTION**. The **MOTION** was unanimous with Commissioner Guarnieri and Commissioner Roland voting yea.

(C) **Consideration to approve a Letter of Intent for renewal lease of the Department of Juvenile Justice, located inside the Courthouse.**

County Manager Christi Dockery explained that the new lease will now provide for a monthly payment of approximately \$706, which is revenue neutral as that is what expenses are for this location.

Commissioner Singletary made the **MOTION** to approve a Letter of Intent for renewal lease of the Department of Juvenile Justice, located inside the Courthouse. Commissioner Walls seconded the **MOTION**. The **MOTION** was unanimous with Commissioner Guarnieri and Commissioner Roland voting yea.

COMMISSIONER'S MATTERS

(A) **Discussion of the use of funds received from the Opioid Litigation settlement.**

County Manager Christi Dockery provided an update for the Board stating that approximately \$60,000 has been received in result of the Opioid Litigation. Staff is currently researching options for the use of these funds, including specialized training for first responders. Chairman Mathis suggested the addition of the purchase of defibrillators.

(B) **Discussion of the Lee County Medical Center.**

To begin the discussion, Chairman Mathis provided a general overview, including how this is a Development Authority project and the Development Authority will issue bonds in the amount of around \$160 million. This amount may go down some because of the cost of materials. These bonds will be issued, with the proceeds of the bonds going to fund the project cost, fund the debt service reserve, and startup costs. The Authority will lease the project to LCMC, a limited liability company, with sole member of the company being Brentwood, a nonprofit corporation. Chairman Mathis stated that what began as a for-profit hospital is now a not-for-profit hospital owned by the Development Authority. Additionally, indigent care will be provided because it is required by state law.

Chairman Mathis continued by stating that the bonds that will be issued will be backstopped by some funds from the County at approximately \$1.8 million per year, which will go to fund project costs. The County would not be liable for the bonds if the hospital were to fail, and when the hospital becomes profitable and the lease ends, the ownership of the hospital will revert back to the Development Authority and the County will get their money back. The County is liable only for the \$30 million, 15 year bond that was previously agreed upon. The hospital is to be managed by a company named QHR, who manage 150 community hospital across the country.

The ultimate goal of the hospital is to provide citizens a choice in healthcare. The CON extension has been granted and is active. There is also a projected \$50 million economic impact with the project as well as development plans and concepts for the surrounding commercial area.

Chairman Mathis then allowed the public to speak on this matter.

Kathleen F.: Spoke on financial concerns and how the project was not cost effective; voiced concern over the lack of transparency and communication with the County about the project.

Mark Mitchell: Spoke on the high cost indigent care and the major current issue of lack of staffing.

James Brooks: Spoke on concerns about the high cost of indigent care.

Ricky Spence: Spoke on concerns about the lack of transparency about the project and bonds, specifically when the change took place making it a not for profit hospital versus the for profit hospital that was presented.

Kevin L.: Spoke on the concern about location, competing for staff, labor challenges, and overall heightened costs; voiced concern over whether there was enough population growth to support a hospital.

Johnny Golden: Asked if Lee County taxpayers would be given favoritism for service and asked if a patient's other doctors could come in if not associated with the hospital.

UNFINISHED BUSINESS

NONE

COUNTY ATTORNEY'S MATTERS

- (A) **Consideration to adopt an amendment to Chapter 58 Article IV, Section 58-86 of the Code of Ordinances Related to Approval of Minor Subdivisions and Plat Requirements with Respect to Such Minor Subdivisions. First Reading Held December 13, 2022**
County Attorney Jimmy Skipper summarized the text amendment, referring to issues having been discussed at the November 8, 2022 and December 13, 2022 meetings, including a date submission issue as well as a few more suggestions from our Planning Department consultants. Staff has also sent this amendment to surveyors, with additional comments also being received. The second reading was conducted.
- (B) **Consideration to adopt an amendment to Chapter 58 Article IV, Section 58-122 of the Code of Ordinances Related to Approval of Major Subdivisions and Plat Requirements with Respect to Such Major Subdivisions. First Reading Held December 13, 2022**
County Attorney Jimmy Skipper stated that the comments are the same as was for item (A) except that this is for major subdivisions versus minor subdivisions. The second reading was conducted.
- (C) **Consideration to adopt an amendment to Chapter 38 Article VI Soil Erosion and Sedimentation Prevention. First Reading Held December 13, 2022**
County Attorney Jimmy Skipper stated that this text amendment is reflective of GA EPD requiring the addition of one sentence into the code so that it will comply with state code. That sentence being the addition of subsection (18) *Construction site operators shall control waste at the construction site, such as discarded building materials, concrete truck washout, chemicals, litter and sanitary waste.* No further changes are suggested or required. The second reading was conducted.
- (D) **Consideration to adopt an amendment to Chapter 6 of the Code of Ordinances Relating to the Sale and Consumption of Alcoholic Beverages, specifically regarding the Licensure of Package Stores. FIRST READING**
County Attorney Jimmy Skipper discussed added changes since discussion of the proposed amendment at the last meeting, including limiting one licensed store for every 9000 residents (based on census data, this would allow for three package stores within the County), the minimum required square footage (4500 sq. ft), location requirements (state law; stores must be at least 500 yards apart), hours of operation, and the option to have drive thru windows allowed for package stores. County Attorney Jimmy Skipper added that the state allows for drive thru windows and the Board just needs to discuss and decide if they want this option in the ordinance. Once determined, Mr. Skipper will draft accordingly and bring the final amendment to the Board for approval at the next meeting. The Board members discussed the issue and agreed to leave the option for drive thru windows in the amendment. The first reading was conducted.
- (E) **Consideration to adopt a Resolution Terminating a Temporary Moratorium upon the Zoning, Permitting, Construction, and Operation of Package Stores.**
County Attorney Jimmy Skipper advised the Board to table this item, pending action taken on the previous item (D).

EXECUTIVE SESSION

- (A) **Executive Session to discuss pending or threatened litigation and personnel matters.**
Commissioner Singletary made the **MOTION** to adjourn to Executive Session. Commissioner Guarnieri seconded the **MOTION**. The **MOTION** was unanimous with Commissioner Roland and Commissioner Walls voting yea. Time: 8:02PM.

Commissioner Singletary made the **MOTION** to adjourn from Executive Session. Commissioner Walls seconded the **MOTION**. The **MOTION** was unanimous with Commissioner Guarnieri and Commissioner

Roland voting yea. Time: 8:30PM.

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 spoke during the public forum.

ANNOUNCEMENTS

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

ADJOURNMENT

The meeting adjourned at 8:31 PM.

Facebook video link: <https://www.facebook.com/leecountyga/videos/841134740300235>

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The meeting rooms and buildings are handicap accessible.



**MEMORANDUM
LEE COUNTY BOARD
OF COMMISSIONERS**

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

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

- 5 years – Joshua Olsen – Firefighter
- 5 years – Kendrick Williams – Firefighter
- 15 years – Donna Hetland – Election Worker
- 20 years – Ellen Burgess – Superior Court Chief Deputy
- 20 years – Michael (Todd) Kirkland – Firefighter/Paramedic

LEE COUNTY
STATE OF GEORGIA

MEMORANDUM OF UNDERSTANDING

THIS **MEMORANDUM OF UNDERSTANDING** (the “**Memorandum**”) is executed as of this 30th day of October, 2020 by and between **SR DeSoto, LLC**, a Delaware limited liability company and its successors and assigns (hereinafter, the “**Company**”), the **Lee County Development Authority** (the “**Authority**”), a development authority corporate and politic created pursuant to the Development Authorities Law (O.C.G.A. Section 36-62-1 et seq.) and activated by a resolution of the Lee County Board of Commissioners, the **Lee County Board of Commissioners** (the “**Board of Commissioners**”), the **Lee County Board of Tax Assessors** (the “**Tax Assessors**”), and the **Lee County Tax Commissioner** (the “**Tax Commissioner**”). The Company, the Authority, the Board of Commissioners, the Tax Assessors, and the Tax Commissioner are each a “**Party**” and are collectively the “**Parties.**”

WITNESSETH:

WHEREAS, the Company is engaged in the construction of solar energy production facilities in the Southeastern United States;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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


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

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

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

The "Authority"

LEE COUNTY DEVELOPMENT AUTHORITY

By: 

Title: Chairman

Attest:


Secretary

(Authority's Seal)

[SIGNATURES CONTINUE ON NEXT PAGE]

The "Board of Commissioners"

LEE COUNTY BOARD OF COMMISSIONERS

By:  _____

Title: Chairman _____

Attest:


Clerk, Lee County Board of Commissioners

(County's Seal)

[SIGNATURES CONTINUE ON NEXT PAGE]

The "Tax Assessors"

LEE COUNTY BOARD OF TAX ASSESSORS

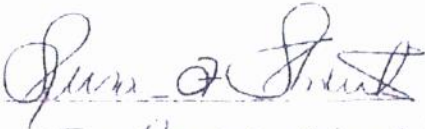
By: Timothy A. Summers
Title: Chairman of the board

Johnny Daniels
Charles A. Hair JR

[SIGNATURES CONTINUE ON NEXT PAGE]

The "Tax Commissioner"

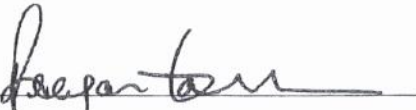
LEE COUNTY TAX COMMISSIONER

By: 
Title: Tax Commissioner

[SIGNATURES CONTINUE ON NEXT PAGE]

The "Company"

SR DESOTO, LLC

By: 
Title: President

[SIGNATURES CONTINUE ON NEXT PAGE]

Exhibit "A"

PILOT Payments

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

Year	SR Desoto Orig. Equip. Cost	Dep. Fac.	SR Desoto Equip. FMV	SR DeSoto Assessed Value	SR DeSoto PILOT Pymt	Substation Tax Payment	Addit. RE Prop. Taxes	TOTAL NEW TAXES
1	\$225,000,000	0.95	\$213,750,000	\$85,500,000	\$470,412	\$91,380	\$215,692	\$777,483
2	\$225,000,000	0.91	\$204,750,000	\$81,900,000	\$470,412	\$87,532	\$215,692	\$773,636
3	\$225,000,000	0.87	\$195,750,000	\$78,300,000	\$470,412	\$83,684	\$215,692	\$769,788
4	\$225,000,000	0.82	\$184,500,000	\$73,800,000	\$470,412	\$79,875	\$215,692	\$764,979
5	\$225,000,000	0.79	\$177,750,000	\$71,100,000	\$470,412	\$75,989	\$215,692	\$762,093
6	\$225,000,000	0.75	\$168,750,000	\$67,500,000	\$470,412	\$72,142	\$215,692	\$758,245
7	\$225,000,000	0.7	\$157,500,000	\$63,000,000	\$470,412	\$67,332	\$215,692	\$753,436
8	\$225,000,000	0.63	\$141,750,000	\$56,700,000	\$470,412	\$60,599	\$215,692	\$746,703
9	\$225,000,000	0.57	\$128,250,000	\$51,300,000	\$470,412	\$54,828	\$215,692	\$740,931
10	\$225,000,000	0.52	\$117,000,000	\$46,800,000	\$470,412	\$50,018	\$215,692	\$736,122
11	\$225,000,000	0.47	\$105,750,000	\$42,300,000	\$470,412	\$45,209	\$215,692	\$731,313
12	\$225,000,000	0.41	\$92,250,000	\$36,900,000	\$470,412	\$39,437	\$215,692	\$725,541
13	\$225,000,000	0.35	\$78,750,000	\$31,500,000	\$470,412	\$33,666	\$215,692	\$719,770
14	\$225,000,000	0.31	\$69,750,000	\$27,900,000	\$470,412	\$29,819	\$215,692	\$715,922
15	\$225,000,000	0.29	\$65,250,000	\$26,100,000	\$470,412	\$27,895	\$215,692	\$713,999
16	\$225,000,000	0.28	\$63,000,000	\$25,200,000	\$470,412	\$26,933	\$215,692	\$713,037
17	\$225,000,000	0.2	\$45,000,000	\$18,000,000	\$470,412	\$19,238	\$215,692	\$705,342
18	\$225,000,000	0.2	\$45,000,000	\$18,000,000	\$470,412	\$19,238	\$215,692	\$705,342
19	\$225,000,000	0.2	\$45,000,000	\$18,000,000	\$470,412	\$19,238	\$215,692	\$705,342
20	\$225,000,000	0.2	\$45,000,000	\$18,000,000	\$470,412	\$19,238	\$215,692	\$705,342
21	\$225,000,000	0.2	\$45,000,000	\$18,000,000	\$470,412	\$19,238	\$215,692	\$705,342
22	\$225,000,000	0.2	\$45,000,000	\$18,000,000	\$470,412	\$19,238	\$215,692	\$705,342
23	\$225,000,000	0.2	\$45,000,000	\$18,000,000	\$470,412	\$19,238	\$215,692	\$705,342
24	\$225,000,000	0.2	\$45,000,000	\$18,000,000	\$470,412	\$19,238	\$215,692	\$705,342
25	\$225,000,000	0.2	\$45,000,000	\$18,000,000	\$470,412	\$19,238	\$215,692	\$705,342

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

Exhibit "B"

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

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

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

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

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

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

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

SILICON RANCH CORPORATION

By: Reagan Farr
Name: Reagan Farr
Title: President

(CORPORATE SEAL)

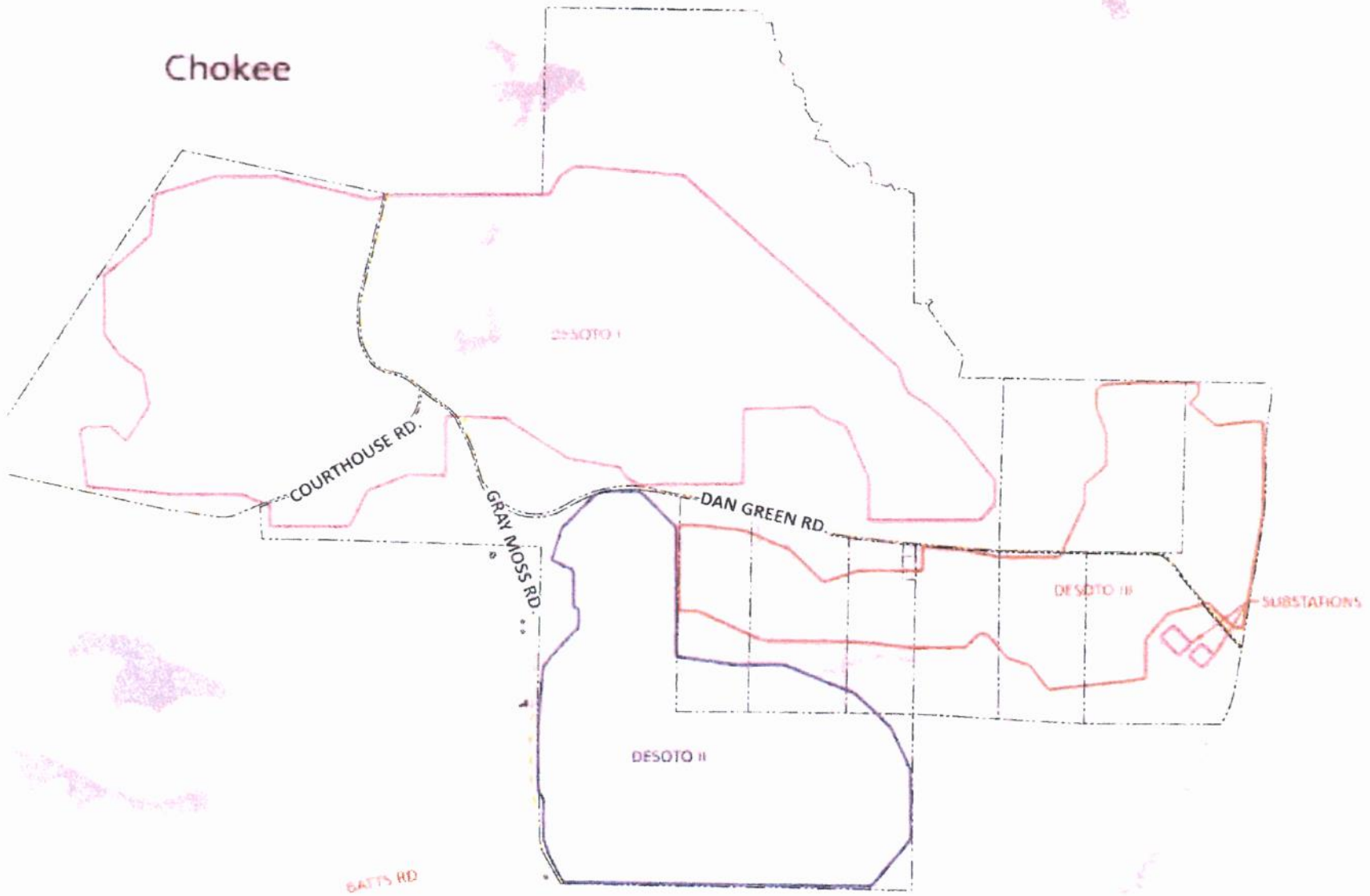
Attest:

By: Carla L. W. Dodd

Name: Carla L. W. Dodd

Title: Senior Manager, Office + Human Resources

Chokee



ISSUED FOR PERMITTING

SILICON RANCH DESOTO I & II (MOUNT PROBLETT)	411291-05-0001A	A
	DS-0001A	



LEE COUNTY
Planning Department
Lee County, Georgia
Staff Report

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

Application Name: SR DeSoto II

Date: 10/5/2022

Applicant Name: Silicon Ranch Corporation

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

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

Parcel Size: Approximately 524 acres

Existing Zoning: CUP and AG-1

Application Summary

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

Staff Analysis

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Staff Recommendation & Conditional Recommendations

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

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



LEE COUNTY
CITY OF LEESBURG
CITY OF SMITHVILLE

CONDITIONAL USE APPLICATION

OWNER: Roger Howell
ADDRESS: 746 Dan Green Road, DeSoto GA 31743

DAYTIME PHONE #: _____ EMAIL: _____

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

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

Present Zoning AG-1 Present Use of Property: Agriculture

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

The subject property is described as follows:
Agriculture

Why are you requesting a conditional use?
Large Scale SES

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

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

WITNESS [Signature]

OWNER [Signature]

DATE 10/03/2022

DATE 10/03/2022

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

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

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

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

Phone #: _____ Email: _____



LEE COUNTY
CITY OF LEESBURG
CITY OF SMITHVILLE

CONDITIONAL USE APPLICATION

OWNER: John and Eddie Berryhill
ADDRESS: 848 Dan Green Road, De Soto, GA 31745 31743
DAYTIME PHONE #: _____ EMAIL: _____
ADDRESS OR LOCATION OF PROPERTY: Dan Green Rd. DeSoto, GA

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

Present Zoning AG-1 Present Use of Property: Agriculture

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

The subject property is described as follows:
Agriculture

Why are you requesting a conditional use?
Large Scale SES

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

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

WITNESS [Signature] OWNER John Berryhill
Eddie Berryhill

DATE 10/04/2022 DATE 10/04/2022

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

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

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

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

Phone #: _____ Email: _____



LEE COUNTY
CITY OF LEESBURG
CITY OF SMITHVILLE

CONDITIONAL USE APPLICATION

OWNER: Wherrell 41, LLC

ADDRESS: 1254 SW 24th Avenue, Okeechobee, FL 34794

DAYTIME PHONE #: _____ EMAIL: _____

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

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

Present Zoning AG-1 Present Use of Property: Agriculture

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

The subject property is described as follows:

Agriculture

Why are you requesting a conditional use?

Large Scale SES

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

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

WITNESS Sherry Hancock

OWNER Monreal Chandel

DATE 9/30/2022

DATE Sept 30 - 2022

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

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

Applicant Name: SR DeSoto II, LLC

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

Phone #: _____ Email: _____



LEE COUNTY
CITY OF LEESBURG
CITY OF SMITHVILLE

CONDITIONAL USE APPLICATION

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

DAYTIME PHONE #: _____ EMAIL: _____

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

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

Present Zoning CUP Present Use of Property: Large Scale SES

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

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

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

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

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

WITNESS Mary Balthus OWNER [Signature]

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

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

In my absence, I authorize the person named below to act as the applicant in the pursuit of action for the application.
Applicant Name: SR DeSoto II, LLC

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

Phone #: _____ Email: _____

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

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

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

Name of Applicant Connor Echols

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

Telephone Number _____

SR DESOTO II, LLC

By: *[Signature]*

Name: Matt Bewley

Title: CCO

Personally appeared before me

[Signature] Matt Bewley

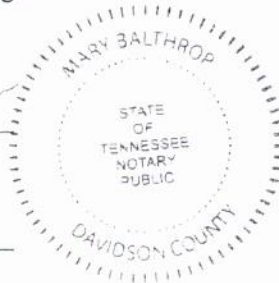
who swears/affirms that the information contained in this authorization is true and correct to the best of his or her knowledge and belief.

[Signature] Mary Balthrop

Notary Public

Exp: 1-11-26

Date 10/5/22



**APPLICATION FOR CONDITIONAL USE PERMIT
LEE COUNTY**

APPLICATION NO. _____

AFFIDAVIT

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

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

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

[Signature page follows]

Further Affiant saith not.

APPLICANT:

SR DeSoto II, LLC

By: Matt Beasley
Name: Matt Beasley
Title: Chief Commercial Officer
Date: 10/9/22

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

Mary Balthrop
Notary Public

My Commission Expires: 1-11-2026



Conditional Use Application – Lee County, GA

SR DESOTO II

October 10th, 2022



A Shell New Energies Partner

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

1.0 Basic Information

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

Applicant's Information :

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

Phone-

Email-

2.0 Regenerative Energy Project Description

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

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

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

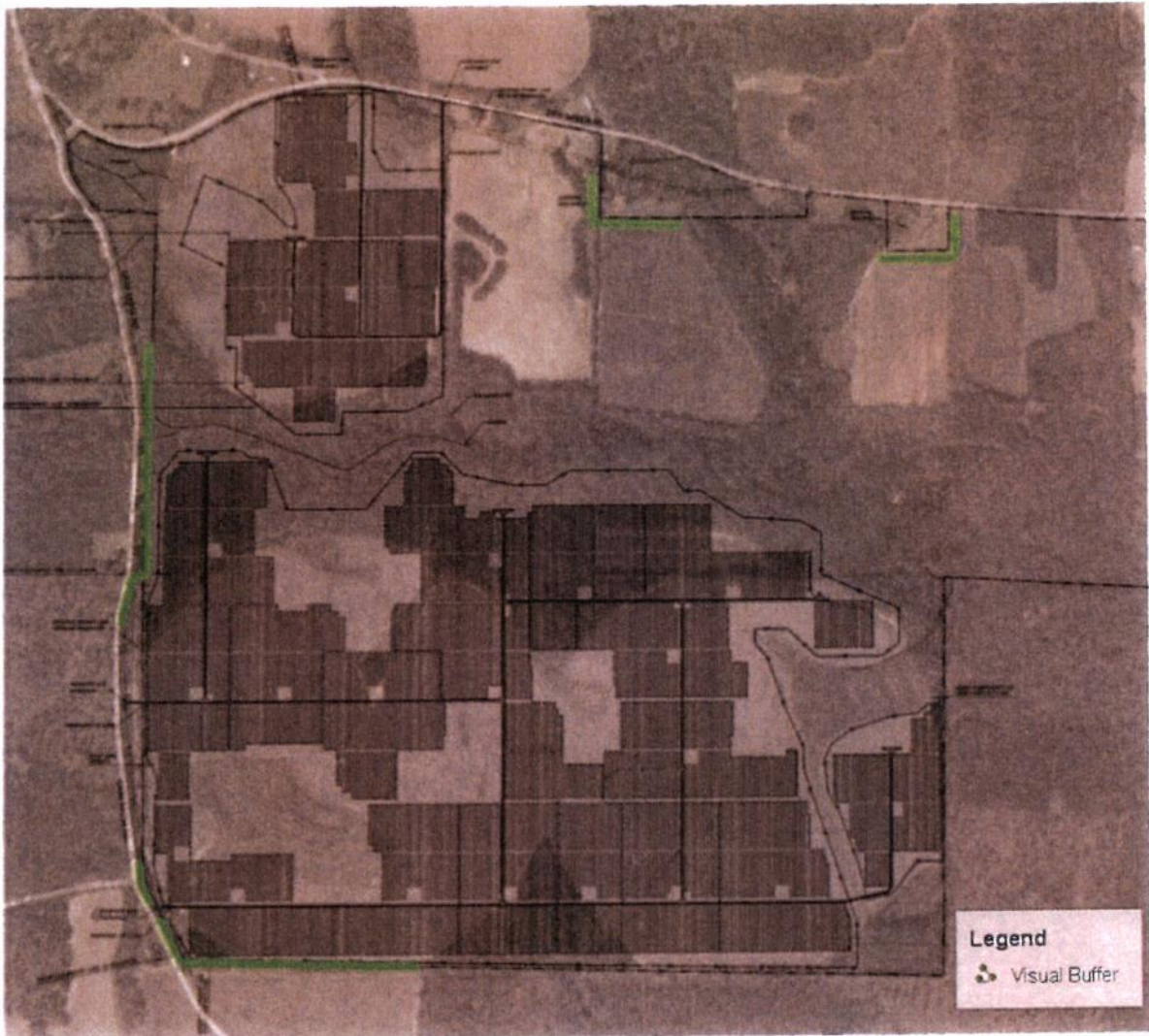
Silicon Ranch's onsite 'Agrivoltaic Technicians' provide regenerative land management, grazing management, and civil maintenance services as well as address any non-electric solar PV maintenance needs for the project. This creates additional long-term jobs post-construction, further distributing additional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

3.0 Visual Buffers

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

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

SR DeSoto II Visual Buffer Map-



4.0 Lighting and Signage

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

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

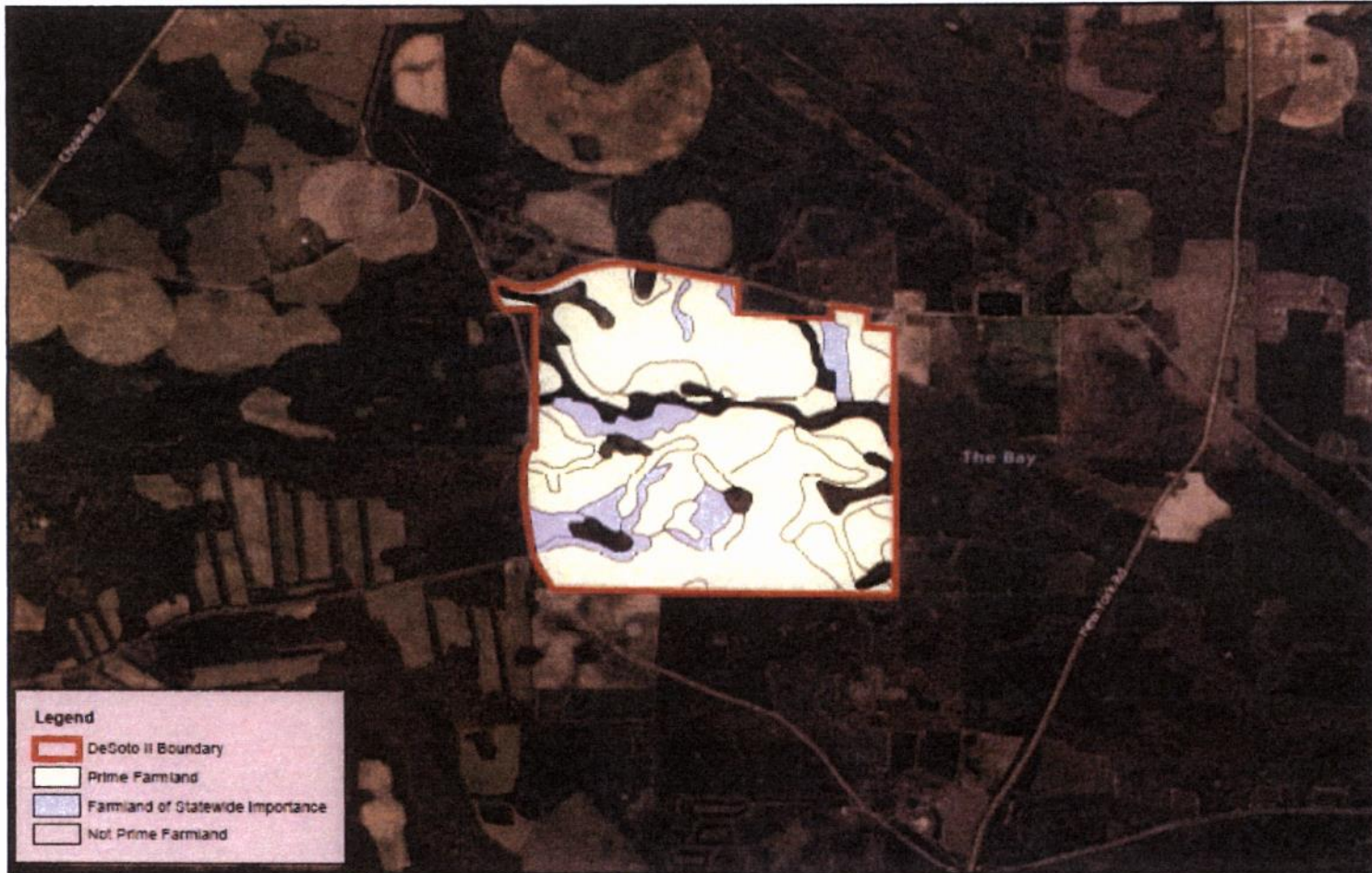
Table 2. Federal Threatened and Endangered Species Summary

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

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

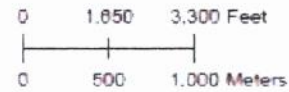
*E = Endangered C = Candidate T = Threatened NL = Not Listed

**Critical Habitat



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

Figure 10. NRCS Prime Farmland Soils Map



Silicon Ranch - DeSoto II
Lee County, GA
April 2022

7.0 Project Topography Declaration

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

8.0 Project Timeline

SR DeSoto II (65 MWac) Timeline

Plant Design: August 2022-January 2023

Plant Construction: February 2023 – December 2022

Project Commissioning: May 2023 – December 2023

Plant Mechanical Completion: November 2023

Commercial Operation: December 2023

SR DeSoto II

Decommissioning Plan

Submitted to:

Lee County Planning and Zoning

Submitted on behalf of:

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

October 2022

TABLE OF CONTENTS

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

1. INTRODUCTION

1.1 Background

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

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

The Decommissioning Plan includes the following:

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

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

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

1.2 Decommissioning Plan Purpose

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

2. PROJECT COMPONENTS

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

this Decommissioning Plan.

2.1 Site Construction Preparation

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

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

2.2 PV Equipment Installation

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

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

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

2.3 Roads

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

2.4 Vegetation During Operation

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

Typical control prescription is as follows:

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

3. PROJECT DECOMMISSIONING AND RECYCLING

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

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

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

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

3.1 Decommissioning Preparation

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

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

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

3.2 PV Equipment Removal and Recycling

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

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

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

3.3 Roads

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

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

3.4 Site Restoration

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

3.4.1 Evaluation of Restoration Requirements

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

3.4.2 Restoration Plan

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

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

3.4.3 Monitoring

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

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

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

3.4.4 Criteria for Restoration Success

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

3.4.5 Reporting and Schedule

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

3.4.6 Fence

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

4. FUTURE LAND USE

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



LEE COUNTY
Planning Department
Lee County, Georgia
Staff Report

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

Application Name: SR DeSoto III

Date: 10/10/2022

Applicant Name: Silicon Ranch Corporation

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

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

Parcel Size: Approximately 524 acres

Existing Zoning: CUP and AG-1

Application Summary

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

Staff Analysis

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Staff Recommendation & Conditional Recommendations

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

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



LEE COUNTY
CITY OF LEESBURG
CITY OF SMITHVILLE

CONDITIONAL USE APPLICATION

OWNER: Roger Howell
ADDRESS: 746 Dan Green Road, DeSoto GA 31743

DAYTIME PHONE #: _____ EMAIL: _____

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

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

Present Zoning AG-1 Present Use of Property: Agriculture

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

The subject property is described as follows:

Agriculture

Why are you requesting a conditional use?

Large Scale SES

ALSO ATTACH: (1 copy of each) _____ Plat of property, including vicinity map (both plat sizes: 8 ½ x 11 and 11 x 17)
_____ Legal description Containing Metes and Bounds

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

WITNESS [Signature]

OWNER [Signature]

DATE 10/03/2022

DATE 10/03/2022

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

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

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

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

Phone #: _____ Email: _____



LEE COUNTY
CITY OF LEESBURG
CITY OF SMITHVILLE

CONDITIONAL USE APPLICATION

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

DAYTIME PHONE #: _____ EMAIL: _____

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

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

Present Zoning AG-1 Present Use of Property: Agriculture

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

The subject property is described as follows:
Agriculture

Why are you requesting a conditional use?
Large Scale SES

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

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

WITNESS [Signature]

OWNER [Signature]

DATE 10/04/2022

DATE 10/04/2022

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

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

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

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

Phone #: _____ Email: _____



LEE COUNTY
CITY OF LEESBURG
CITY OF SMITHVILLE

CONDITIONAL USE APPLICATION

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

DAYTIME PHONE #: _____ EMAIL: _____

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

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

Present Zoning AG-1 Present Use of Property: Agriculture

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

The subject property is described as follows:
Agriculture

Why are you requesting a conditional use?
Large Scale SES

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

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

WITNESS [Signature]

OWNER [Signature]

DATE 9/30/2022

DATE Sept. 30, 2022

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

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

Applicant Name: SR DeSoto III, LLC

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

Phone #: _____ Email: _____



LEE COUNTY
CITY OF LEESBURG
CITY OF SMITHVILLE

CONDITIONAL USE APPLICATION

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

DAYTIME PHONE #: _____ EMAIL: _____

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

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

Present Zoning CUP Present Use of Property: Large Scale SES

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

The subject property is described as follows:

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

Why are you requesting a conditional use?

Large Scale SES to support DeSoto II and DeSoto III projects

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

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

WITNESS May Balthus

OWNER [Signature]

DATE 10/5/22

DATE 10/5/22

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

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

Applicant Name: SR DeSoto III, LLC

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

Phone #: _____ Email: _____

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

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

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

Name of Applicant Connor Echols

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

Telephone Number _____

SR DESOTO III, LLC

By: 

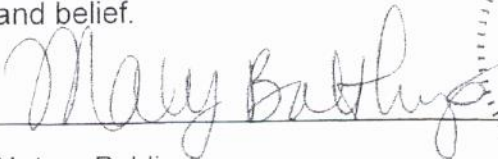
Name: Matt Beasley

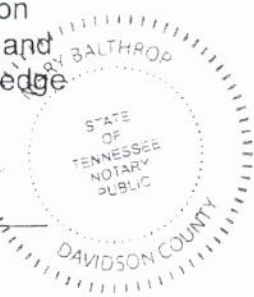
Title: CCO

Personally appeared before me

Matt Beasley

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





Notary Public

Exp: 11-24

Date 10/5/22

**APPLICATION FOR CONDITIONAL USE PERMIT
LEE COUNTY**

APPLICATION NO. _____

AFFIDAVIT

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

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

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

[Signature page follows]

Further Affiant saith not.

APPLICANT:

SR DeSoto III, LLC

By: *[Signature]*

Name: Matt Beasley

Title: Chief Commercial Officer

Date: 10/5/22

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

[Signature]
Notary Public

My Commission Expires: 1-11-2026



Conditional Use Application – Lee County, GA

SR DESOTO III

October 10th, 2022



A Shell New Energies Partner

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

1.0 Basic Information

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

Applicant's Information :

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

Phone-

Email-

2.0 Regenerative Energy Project Description

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

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

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

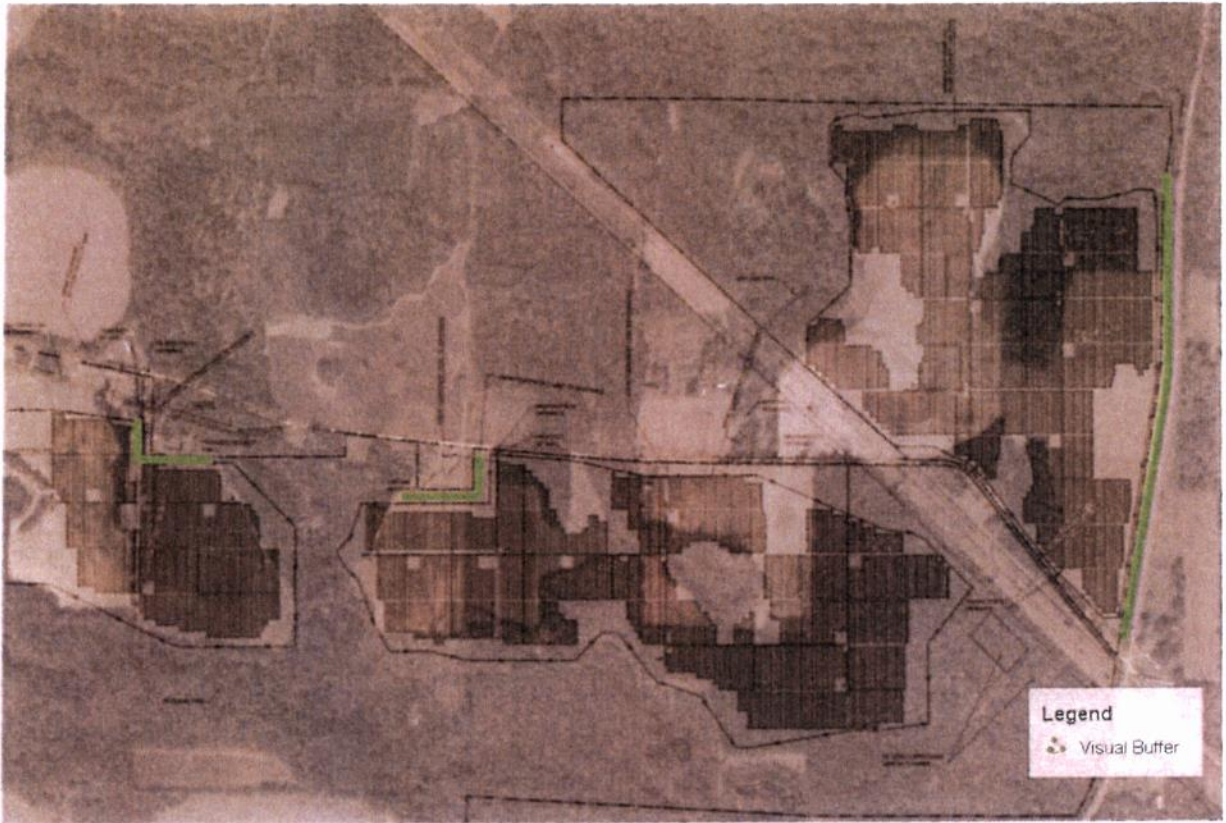
Silicon Ranch's onsite 'Agrivoltaic Technicians' provide regenerative land management, grazing management, and civil maintenance services as well as address any non-electric solar PV maintenance needs for the project. This creates additional long-term jobs post-construction, further distributing additional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

3.0 Visual Buffers

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

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

SR DeSoto III Visual Buffer Map-



4.0 Lighting and Signage

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

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

Table 2. Federal Threatened and Endangered Species Summary

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

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

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

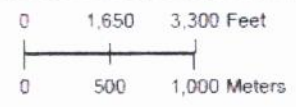
*E = Endangered C = Candidate T = Threatened NL= Not Listed

**Critical Habitat

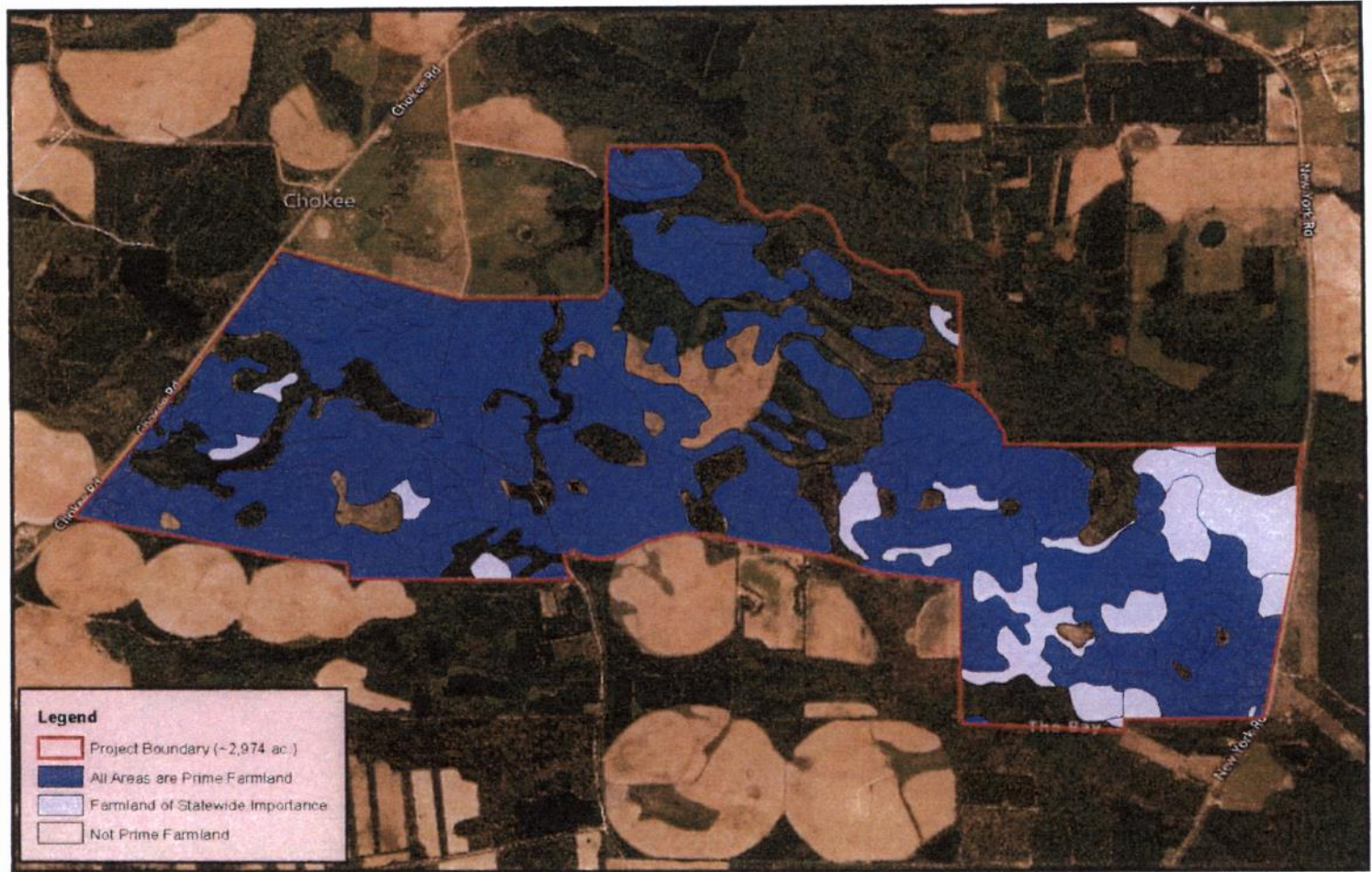


Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

Figure 10. NRCS Prime Farmland Soils Map

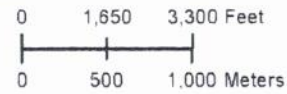


Silicon Ranch - DeSoto III
Lee County, GA
April 2022



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

Figure 10. NRCS Prime Farmland Soils Map



Silicon Ranch - DeSoto
Lee County, GA
September 2020

7.0 Project Topography Declaration

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

8.0 Project Timeline

SR DeSoto III (60 MWac) Timeline

Plant Design: August 2022-January 2023

Plant Construction: February 2023 – December 2022

Project Commissioning: May 2023 – December 2023

Plant Mechanical Completion: November 2023

Commercial Operation: December 2023

SR DeSoto III

Decommissioning Plan

Submitted to:

Lee County Planning and Zoning

Submitted on behalf of:

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

October 2022

TABLE OF CONTENTS

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

1. INTRODUCTION

1.1 Background

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

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

The Decommissioning Plan includes the following:

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

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

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

1.2 Decommissioning Plan Purpose

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

2. PROJECT COMPONENTS

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

this Decommissioning Plan.

2.1 Site Construction Preparation

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

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

2.2 PV Equipment Installation

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

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

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

2.3 Roads

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

2.4 Vegetation During Operation

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

Typical control prescription is as follows:

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

3. PROJECT DECOMMISSIONING AND RECYCLING

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

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

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

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

3.1 Decommissioning Preparation

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

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

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

3.2 PV Equipment Removal and Recycling

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

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

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

3.3 Roads

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

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

3.4 Site Restoration

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

3.4.1 Evaluation of Restoration Requirements

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

3.4.2 Restoration Plan

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

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

3.4.3 Monitoring

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

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

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

3.4.4 Criteria for Restoration Success

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

3.4.5 Reporting and Schedule

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

3.4.6 Fence

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

4. FUTURE LAND USE

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

**LEE COUNTY
CURRENT BOARD VACANCIES**

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

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

Vacancies will be open until filled.

Current Volunteer Board Vacancies	Vacancies	Expires	Term
Regional Commission Council of Southwest Georgia	2	01/01/2023	1 Year

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

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

Planning Commission - Lee County, Leesburg, Smithville				
District	Name & Address	Telephone Numbers Email Address	Term	Appointing Authority
5	Shirley Stiles 103 Paloma Drive Leesburg, GA 31763	spstiles729@gmail.com	4 Year Term Expiring on 01/31/2025	County
4	Kyle Luckie 117 Chukar Court Leesburg, GA 31763	kyleeluckie629@gmail.com	4 Year Term Expiring on 01/31/2023	County
2	Jason Sheffield 201 Pointer Drive Leesburg, GA 31763	jsnsheffield@gmail.com	4 Year Term Expiring on 01/31/2023	County
3	Mike McVey 1372 US Hwy 19 S Leesburg, GA 31763	mike@finnicummotorcompany.com	4 Year Term Expiring on 01/31/2025	County
1	Jonathan (Clay) Griffith 607 Smithville Rd., N. Leesburg, GA 31763	clay@geaelec.com	4 Year Term Expiring on 01/31/2023	County
	Jim Quinn 117 Blue Spring Drive Leesburg, GA 31763	jim@leecountyledger.com	4 Year Term Expiring on 01/31/2025	City of Leesburg
	Ricky Waters	Rickrob65@yahoo.com	4 Year Term Expiring on 01/31/2025	City of Smithville
<p>Members must be Lee County citizens. Meetings are held on the first Thursday of each month (12 meetings annually) at 6:00 p.m. in the T. Page Tharp Building, Opal Cannon Auditorium, 102 Starkville Ave. N, Leesburg, GA 31763.</p> <ul style="list-style-type: none"> • Chair & Vice-Chair: paid \$150/mthly regardless of attendance • Board Members: paid \$100/mthly regardless of attendance <ul style="list-style-type: none"> • Staggered four year terms 				

Juliette D. Bush

187 Muckaloochee Street /Box 218

Smithville Ga. 31787

December 28,2022

Dear Planning Board of Commission,

I Juliette D. Bush am very much excited about the volunteer opening of the Planning Bard Commission. I have been on numerous boards in my community of Smithville Ga. I was on the Smithville Community Group under the leadership of our Council Women Ileen Bady. I served as Assistant Secretary, Kitchen Staff and Coordinator for the activities for the elderly such as Bingo every Tuesday evenings. Making sure the children and elderly saw Santa for Christmas. Striving to making sure our community held events and activities to keep our city thriving, staying abroad as well as growth.

I was also involved with the DDA of Smithville Ga., this origination was also under the leadership of Council Woman Ileen Bady. I served as the secretary as well, along with for-filing activities in the city such as Easter Egg Events, Trick or Trunk and the Chicken Pie Festival. Working with both Organizations I understand what hard work, dedication, commitment, leadership, team work, understanding, and a purpose when it comes to dealing with a community to make it better for all citizens.

I am looking forward to the responsibility of recommending policies for growth and development. Reviewing approval for sites, zoning and ordinances. While working with team of Board Members that understand what determination and hard work is for a better community. Thank you so much for your time.

Sincerely Yours,

Juliette D. Bush

Kaitlyn Good

From: Golden, Johnny <goldenjo@lee.k12.ga.us>
Sent: Monday, January 23, 2023 11:08 AM
To: Payton Harris
Subject: Committee

Follow Up Flag: Follow up
Flag Status: Completed

I am interested in serving on the planning and zoning committee of the Lee county Georgia board of commission

--

Johnny Golden
Lee County Board of Education
Energy Specialist
229-903-3916 office

Payton Harris

From: Jason Sheffield <jsnsheffield@gmail.com>
Sent: Thursday, January 12, 2023 5:46 PM
To: Payton Harris
Subject: Re: Planning Commission Reappointment

To Whom It May Concern,

I, Jason Sheffield, intend to continue serving on the planning commission for another term.

Thank you,

Jason Sheffield

Jason Sheffield, Owner/Mgr
Dawson Road & N Slappey Pawn
(229)639-1282 wk
(229)639-1317 fax

On Jan 12, 2023, at 4:18 PM, Payton Harris <payton.harris@lee.ga.us> wrote:

Good Afternoon Mr. Sheffield,

Your four (4) year term on the Planning Commission expires on January 31, 2023. Appointments for this board will be brought to the Board of Commissioners meeting on Tuesday, January 24, 2023. If you wish to be reappointed, please send me written notification by Friday, January 20, 2023.

Thank you,

Payton Harris

Administrative Assistant/Receptionist
Lee County Board of Commissioners
102 Starksville Avenue North
Leesburg, Georgia 31763
Phone: (229) 759-6000
Fax: (229) 759-6050
payton.harris@lee.ga.us
www.lee.ga.us
<image001.jpg>

NOTICE: This electronic mail message and any files transmitted with it are intended exclusively for the individual or entity to which it is addressed. The message, together with any attachment, may contain confidential and/or privileged information and may be subject to open records requests. Any unauthorized review, use, printing, saving, copying, disclosure or distribution is strictly prohibited. If you have received this message in error, please immediately advise the sender by reply email and delete all copies. Unauthorized interception of this e-mail is a violation of Federal criminal law. Warning: Although Lee County has taken reasonable precautions to ensure no viruses are present in this e-mail and any files transmitted with it, Lee County accepts

Utilities Authority			
District	Name & Address	Term	Appointing Authority
BOC	George Walls 110 Donald Road Leesburg, GA 31763	1 Year Term Expiring on 01/31/2023	By Virtue of Office
1 06/30/2017	Art Ford 407 GA Hwy 32 East Leesburg, GA 31763	1 Year Term Expiring on 06/30/2023	County
1 06/30/2017	Victor Stubbs 181 Magnolia Avenue Leesburg, GA 31763	1 Year Term Expiring on 06/30/2023	County
1 01/31/2017	Troy Golden 117 Blue Spring Dr. Leesburg, GA 31763	1 Year Term Expiring on 01/31/2023	County
4 01/31/2017	Johnny Barthlein 156 Pheasant Drive Leesburg, GA 31763	1 Year Term Expiring on 01/31/2023	County
3 01/31/2017	Ed Duffy 740 Creekside Dr. Leesburg, GA 31763	1 Year Term Expiring on 01/31/2023	County
3	Levent Gokcen 374 Hickory Grove Rd. Leesburg, GA 31763	1 Year Term Expiring on 06/30/2023	County
<p>Members must be Lee County citizens. Meetings are held on the third Thursday of each month (12 meetings annually) at 6:00 p.m. at the T. Page Tharp Governmental Building, Opal Cannon Auditorium, 102 Starksville Ave. N., Leesburg, GA 31763</p> <p>General Manager ~ Chris Boswell Email: cboswell@lee.ga.us; Telephone: (229) 759-6056; FAX: (229) 759-3319 Utilities Administrator ~ Tricia Harris, Attorney ~ Jimmy Skipper.</p> <ul style="list-style-type: none"> • Board Members: paid \$100/mthly 			

December 20, 2022

Dear Lee County Commissioners

I am grateful to have served with the members of the Utilities Authority, throughout the years, and I wish to thank the County Commissioners who provided me this opportunity.

I am especially grateful to have worked with Ed Duffy on the budget committee of the Utilities Authority for several years. I cherish the memories of the time we shared with our friend Ed Duffy.

My current one-year term will end in the month of January 2023. I would like to attend my last meeting in January 2023.

I am not seeking re-appointment. I respectfully request that you please consider appointing another person to take my place for the new one-year term which would begin in February.

Thank you for allowing me to serve with the members of the Utilities Authority over the years.

Sincerely,

A handwritten signature in black ink, appearing to read 'Troy Golden', with a long horizontal flourish extending to the right.

Troy Golden

Kaitlyn Good

From: Amy Addison <aaddison@ama-env.com>
Sent: Monday, January 23, 2023 11:09 AM
To: Payton Harris
Subject: Lee County Utilities Authority

Follow Up Flag: Follow up
Flag Status: Completed

Good Morning Payton,

I would like to be considered for the Lee County Utilities Authority vacancy. Please let me know if you need additional information for this consideration.

Thanks,
Amy

Amy M. Addison
193 Quail Valley Drive
Leesburg, Georgia 31763

Letter of Intent

Lee County Utility Board

12/13/2022

Christi Dockery

County Manager

102 Starksville Avenue North
Leesburg, Georgia 31763

Re: Recommendation to Serve on the Utility Board

Dear Mrs., Dockery, Board of Commissioners

I am writing to state my intent to serve a term on the utility board. I have nineteen years utility experience/knowledge and I believe I will be a great asset on the utility board. To include I formally served five and half years on the Planning Commission. I look forward to serving along the side of other utility board members and provide my service to Lee County.

Thank you for your time and consideration.

Sincerely,

Chad Arnold

A handwritten signature in black ink, appearing to read "Chad Arnold", written in a cursive style.

**Johnny Barthlein
156 Pheasant Drive
Leesburg, GA 31763**

December 30, 2022

Ms. Kaitlyn Good, County Clerk
Lee County
102 Starksville Avenue North
Leesburg, GA 31763

Dear Mrs. Good:

I would like to be considered for reappointment to the Lee County Utilities Authority Board. I have been a resident of Lee County for twenty-eight years, watched the extensive growth and would like to do my part to see Lee County's continued success. I have chosen the Utilities Authority Board as my way of serving the County. I currently serve as a member of the Board representing the Century District. With the continued growth in that district, I feel there is a genuine need for continued representation of that area. I also feel I am the person to fill that spot.

In addition to serving on the Utility Authority Board, I also serve on the Lee County Tax Assessor Board. I was previously employed as a Quality Manager for the Marine Logistic Command Maintenance Center and held that position for over twelve years. With over forty-one years of federal service, I have extensive managerial, administration, program over-site and planning skills. I'm also well versed in logistics, problem solving, budget development and control.

I have served in other key positions within the Federal Government.

Nuclear Submarine Inspector
Quality Engineering Analyst
Avionics Branch Manager
Director Aircraft Quality

With my diverse background, skills and sincere desire to serve the county, I feel I'm an excellent candidate for continued service on the Utilities Authority Board. I believe I can continue to bring the Board both strong management and leadership skills. I place extremely high value on personal integrity and feel I can continue to serve as an effective and ethical member of the Board and Lee County.

Thank you.

Sincerely,

Johnny Barthlein

Johnny Barthlein

Philema Road Baptist Church
114 Stocks Dairy Road Leesburg, Ga 31763

To whom it may concern,

Aaron McCulley is declaring to serve on the utility board for the Lee county utilities. If you have any questions please call him at .

In Christ,
Aaron McCulley

13 Dec 2022

I wish to be considered for
the Lee County Utility Authority!

Bob Young
Robert

Lee County Board of Commissioners
102 Starksville Avenue N.
Leesburg, GA 31763

RE: Reappointment By Virtue of Office to the Utilities Authority Board

Dear Lee County Board of Commissioners,

I have been made aware that my one year term on the Lee County Utilities Authority Board will expire on January 31, 2023. I would like to ask you all to consider me for reappointment to this board as I have enjoyed my time on this board thus far, thank you for your consideration.

Sincerely,

George Walls
Commissioner



Quotation

Company Address

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

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

Quotation For

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

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

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

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

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

Thank you for your business!

Subtotal	\$	14,352.00
Other	\$.
TOTAL	\$	14,352.00

WWW.GMASS.NET



MEMORANDUM

LEE COUNTY BOARD OF COMMISSIONERS

TO: Honorable Board of County Commissioners
SUBJECT: County Updates

2021 CDBG

- Palmyra Mobile Home Park project
- Project application submitted June 4, 2021
- Pre-Application Public Hearing held September 22, 2020
- Recommended County match at \$100,000.00
- \$469,284.00 grant amount awarded to Lee County on September 27, 2021
- Kick-off Meeting – December 2021
- Chad Griffin, Still Waters Engineering, verified the property lines
- Final Design complete
- Deeds being drafted and easements to be requested from the property owner
- Utilities Authority approved easements on September 15, 2022
- RFP for Water Extension services published September 6, 2022
 - Bid Opening: October 11, 2022
 - BOC awarded bid on October 11, 2022 to Zane Grace Construction for a base bid of \$541,810.78
 - Awaiting documents to be returned from the contractor
 - November 30, 2022: Pre-Construction Meeting held with the contractor, engineers, and representatives of DCA, the County, and the Utilities Authority
 - MHP owners have signed the easement documents. Construction should begin in the next few weeks.

Agricultural Complex

- Located on 100 acres on Leesburg Bypass — 231 State Route 3
- Proposed plans provided July 29, 2020
 - Including: A boating access point at the creek's edge, the agricultural complex, walking trails, and campsites
- Resolution adopted and lease agreement signed on September 22, 2020 with Georgia Department of Natural Resources for a Boat Ramp
 - Renewed January 11, 2022
 - Estimated Start Date: Fall 2023
 - DNR hired EMC Engineering to survey property for canoe/kayak ramp
 - DNR staff notified us that the DNR Commissioner has signed the Boat Ramp agreement for the Lee County construction project
 - Engineering design will begin in January 2023
- Feasibility study will be conducted by Valdosta State University
- Improvements to the Property
 - Renovation of Covered Building: New roof, fresh paint, picnic tables, electrical system, well
 - Bobby Donley, Lanier Engineering, provided proposed site plan

Updated: January 20, 2023

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

2020 Census Numbers

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

2021 Census Numbers

- Lee County: 33,411

ARPA Drinking Water Funding

- Lee County has applied for the ARPA Drinking Water Increased Population Funding
 - The current timeframe for these funds to be awarded is either January 2023 or February 2023

Commercial Land Development Permits

- Ace Hardware Store
- Action Building
- Artesian City Federal Credit Union
- Brittany Lakes 2
- Buck Run 5
- Cypress Cove 3
- DeSoto Silicon Ranch Phase III
- Finish Line Storage 2
- Ledo Self Storage 2
- Live Oak 3
- Oaklee Investment, LLC
- Quail Chase 7
- Woodgrain Millwork

GIS

Road Layer

- Including road width, length, and speed limits

Utilities Mapping Project

- Purpose: To map all utilities in Lee County
 - Includes water mains, water valves, water towers, fire hydrants, sewer lines, sewer manholes, sewer pump stations, fiber, gas, telephone, etc. as well as feature type, pipe size, pipe material, valve size, etc.

- Goal: To have an internet map in ArcGIS Online where utility workers can view utility maps on a tablet in the field.

Gymnasium Renovation

- Project overseen by Bill Walter, Masonry Restoration Technologies & Services, LLC
- On December 14, 2021, the Board voted unanimously to allow the Courthouse Annex Window Sealant Project and the Gymnasium Window Replacement Project to be added to the existing contract for the Tharp Building Restoration Project for an estimated cost of \$56,840.00
- Fourteen (14) large window units, three (3) entrance door systems, glass for doors, wood door frames, and wood trim pieces have been installed.
- Completion of the two bathroom renovations in the front lobby
- Ongoing work on the ADA Handicap Chairlift

Hospital

- Public Works staff completed a construction entrance road
- Preliminary designs were presented by Matthew Inman of EMC Engineering in January 2019
- Estimated Cost for Road: \$1,498,552.50 (SPLOST VII)
- Construction expected to take approximately 6 to 9 months
- All fees for LCMC land disturbance waived
- **USACE permit for holding pond designs expires August 2022**
- CON granted
- Phoebe has filed multiple objections
- **Roadway Regrading Project**
 - Matthew Inman, EMC Engineering, Project Engineer
 - SPLOST VII Funds
 - BOC awarded the bid on December 14, 2021 to **Oxford Construction** for \$453,585.00
 - Start Date: February 2022
 - Completion Date: June 2022
- August 2022: Georgia Department of Community Health approved modifications to the CON
 - Phase I Proposed Completion Date: December 15, 2022
 - Phase II Proposed Completion Date: March 15, 2024
- September 15, 2022: Development Authority Public Hearing
- September 26, 2022: Resolution Approving the Plan of Finance was adopted
- October 25, 2022: Financial planning agreements signed by the Lee County Development Authority (property owner) and Lee County Board of Commissioners for roads and water/ sewer/ stormwater infrastructure
- December 13, 2022: Resolution signed to activate a Hospital Authority
- December 22, 2022: Resolution signed appointing the five (5) initial members to the Housing Authority.
 - Bruce Houston, M.D. 3 year term
 - Jennifer Heyer 3 year term
 - Dana Hager 2 year term
 - Randy Carr 2 year term
 - Rick Muggridge 1 year term
 - Upon the expiration of the initial terms as set out above, all future appointees to the Board of the Hospital Authority shall serve staggered terms of three (3) years.

LMIG Funds

- **FY2023**
 - Application Submitted October 18, 2022
 - Roads: Lumpkin Road West, Quail Street, Northwood Drive, Stanley Street, Cannon Drive, Balmoral Drive, Elgin Court, Montrose Drive, Brittany Lakes Drive, Fairethorne Drive, Graves Springs Road, Heathridge Court, Hearthstone Drive, Sterling Drive, Pewter Court, Willow Lake Drive, Fair Oaks Court, Hickory Ridge Court, Cedric Street, Ravenwood Court, Maplewood Court, and Sportmans Club Road
 - Funds Received from GDOT: \$627,424.76

- Total, with 30% match from Lee County: **\$815,652.19**
- BOC awarded bid on December 13, 2022 to Reeves Construction Company for \$1,977,781.35

Sidewalks

- Georgia Department of Transportation, GDOT, has approved the City of Leesburg's request for funding assistance for sidewalks on State Route 3, State Route 32, and Firetower Road
- GDOT is committing up to \$304,000.00, or 70% of the project cost, whichever is less
- December 22, 2022: Board voted to pay the County's share of the cost for sidewalks on Firetower Road (\$13,500.00)

Smithville Road Bridge

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

Speed Limit Ordinance

- Approved by BOC at April 26, 2022 meeting
- Staff has submitted documents to GDOT
- Requested DOT examine Old Leesburg Road/State Route 133
- Awaiting GDOT review and approval.

SPLOST VII

- Collection Began: October 1, 2019
- Collection Expires: September 30, 2025

SPLOST VIII

- Possible Ballot Year: November 2024

Storm Drainage Repair/ Holding Ponds

- Lumpkin Road
 - BOC approved a contract with Lanier Engineering to survey in March 2020
 - Survey completed June 2020
 - BOC currently reviewing plans and options
- Liberty Holding Pond (Doublegate)
 - BOC approved a contract with engineer Mike Talley to design
 - BOC approved a contract with Lanier Engineering to survey in February 2019
 - Under review

TSPLOST

- Collection: April 1, 2019 - March 31, 2024
- Cities and County began receiving revenue in May 2019

TSPLOST II

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

Westover Extension

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

RFPs and RFQs

Open

There are currently no open RFPs or RFQs.

Recently Awarded

2023 LMIG Road Projects

- Roads: Lumpkin Road West, Quail Street, Northwood Drive, Stanley Street, Cannon Drive, Balmoral Drive, Elgin Court, Montrose Drive, Brittany Lakes Drive, Fairethorne Drive, Graves Springs Road, Heathridge Court, Hearthstone Drive, Sterling Drive, Pewter Court, Willow Lake Drive, Fair Oaks Court, Hickory Ridge Court, Cedric Street, Ravenwood Court, Maplewood Court, and Sportmans Club Road
- December 5, 2022: Addendum 1 submitted to contractors and published online
- Bid Opening: December 13, 2022
- BOC awarded bid on December 13, 2022 to **Reeves Construction Company** for \$1,977,781.35

Water System Improvements (2021 CDBG- Palmyra MHP)

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

Storage Building for Parks and Recreation

- Approved by BOC at August 23, 2022 meeting
- Pre-Bid Meeting: September 22, 2022
- Bid Opening: September 29, 2022
- BOC awarded bid on October 11, 2022 to Daniel Aluminum Company for \$99,999.99

Residential and Commercial Curbside Garbage Services

- Pre-Bid Meeting: August 9, 2022
- Bid Opening: August 23, 2022
- BOC awarded bid on August 23, 2022 to **Express Disposal** for an annual savings of \$144,885.12
- Previous Bid Opening: June 7, 2022
- Results brought before the Board on June 28, 2022
 - Bids rejected
- Services to begin May 2023
- Contract to be drafted

Landfill Retaining Wall Phase II

- Pre-Bid Meeting: July 28, 2022
- Bid Opening: August 11, 2022
- BOC awarded bid on August 23, 2022 to **Griffin Grading & Concrete** for \$127,164.10

Future

Courthouse Window Coverings

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

LED Lighting in the Fire Stations

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

Telecommunications Tower

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

LED Lighting in all County Buildings

- Approved by BOC at March 23, 2021 meeting
- Projected Bid Opening: TBD

ADA Compliant Website

- Staff writing RFP documents
- Projected Bid Opening: TBD

County Building Painting Services

- Approved by BOC at March 23, 2021 meeting
- Staff writing RFP documents
- Projected Bid Opening: TBD

Flooring Services for County Buildings

- Approved by BOC at April 27, 2021 meeting
- Staff writing RFP documents
- Projected Bid Opening: TBD

Extended Sewer Installation on Hwy 19

- Approved by BOC at June 22, 2021 meeting
- Staff writing RFQ documents
- Projected Bid Opening TBD



LEE COUNTY MEDICAL CENTER
Albany, Georgia

Schematic Rendering

**AN ORDINANCE TO AMEND CHAPTER 58, ARTICLE III, SECTION 58-86
OF THE CODE OF ORDINANCES OF LEE COUNTY RELATED TO APPROVAL
OF MINOR SUBDIVISIONS AND PLAT REQUIREMENTS WITH RESPECT
TO SUCH MINOR SUBDIVISIONS; TO PROVIDE FOR REVISIONS TO THE
PLAT REQUIREMENTS FOR MINOR SUBDIVISIONS; TO PROVIDE FOR
AN EFFECTIVE DATE; TO PROVIDE FOR REPEAL OF CONFLICTING
ORDINANCES; AND FOR OTHER PURPOSES**

BE IT ORDAINED by the Board of Commissioners of Lee County, Georgia, and it is hereby ordained by authority of the same, that Chapter 58, Article III, Section 58-86 related to improvement of minor subdivisions within the unincorporated area of Lee County is hereby amended in the following manner:

Sec. 58-86. – Approval of minor subdivisions.

(a) An applicant requesting approval of a proposed minor subdivision shall submit to the planning department ten copies of the plat and legal description, or such other number as the planning director deems necessary, together with a completed application form and the stipulated fee. The plat shall conform to the following requirements:

(1) All minor subdivision plats shall meet the land development and road and drainage standards of the county as outlined in chapter 70, chapter 38, and this chapter.

(2) The minor subdivision plat shall be at a scale no smaller than 200 feet to the inch, unless otherwise approved by the county planner, and prepared by a land surveyor registered in the state.

(3) The minor subdivision plat shall be drawn in ink or by computer printer on sheets no larger than 18 inches by 24 inches unless otherwise approved by the planning director.

(4) The minor subdivision plat and accompanying documentation shall show all existing conditions and shall show all proposals, including the following:

- a. Proposed subdivision name or identifying title.
- b. Name of owner of tract or his authorized agent, if any, and the signature and declaration of ownership of the owner.

- c. The names of all owners of all adjacent unplatted land.
- d. Reference to recorded subdivision plats of adjoining platted land by record names, ~~and date.~~
- e. Vicinity map at a scale of not less than one inch equals one mile showing the relationship of the proposed subdivision to surrounding development. The scale of the vicinity map should be shown as well as the north arrow of the vicinity map.
- f. Names and right-of-way width of all roads and other rights-of-way; and similar data for alleys, if any.
- g. Location, dimensions and purpose of easements.
- h. Lot lines, lot numbers (consecutively numbered), lot sizes (to the nearest thousandth of an acre), and the area in parks, etc.
- i. If requested by the planning staff, topographic maps of all land subdivided the scale and contour interval to be determined by the planning staff (separate map from recording plat).
- j. Minimum building setback lines of all residential lots and all other lots smaller than five acres.
- k. Numerical scale, graphic scale, north arrow, and date of plat.
- l. All elevations based on sea level datum.
- m. Pertinent soil data, if required by the county health department where the subdivision is not to be served by the community sewerage system. (Separate map from recording plat.)
- n. Legal description of the platted area.
- o. Primary control points and benchmarks with necessary descriptions and locations of such control points, including all dimensions, angles, bearing and similar data necessary for proper location.
- p. Accurate dimensions, bearings or deflection angles, radii and area and central angle of all curves of all lots, tracts, right-of-way lines of streets,

easements or other right-of-way.

- q. Purpose for which sites, other than residential lots, are dedicated or reserved.
- r. Location and description of monuments.
- s. Reference to recorded subdivision plats of adjoining platted land by record names, ~~date~~ and number.
- t. Certification by a land surveyor registered in the state to the accuracy of the survey and minor subdivision plat.
- u. The location of all areas within the 100-year floodplain as determined by the manager of development services.
- v. Acreage of total area to be subdivided.
- w. A square box 3x3 inches shall be placed in the upper left-hand corner of the map or plat.
- x. Location of apparent encroachments and observed evidence of human burials or cemeteries.
- y. A statement of the type of equipment used to obtain the linear and angular measurements used in the preparation of the map or plat, or the proper notations required by Rule 180-7-.09 of the State of Georgia Technical Standards for Property Surveys when GPS equipment is used in performing the survey.
- z. The names of adjacent property owners on all lines, along with a notation as to what documents were reviewed for each adjacent property as required by Rule 180-7-.02(1)(a) of the Georgia Technical Standards for Property Surveys. Such notation may be the deed book and page of the record title description, recorded plats, or other documents or surveys that were obtained through the course of the survey. In cases where the adjacent property is a recorded subdivision, it is sufficient to state the name, phase (if applicable), and recording information of the subdivision plat, along with lot lines and lot numbers. (A title search is not required for this.)

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

BE IT FURTHER ORDAINED that this ordinance shall become effective upon the date and time of its adoption by the governing body of Lee County.

SO ORDAINED, effective this _____ day of _____, 2023.

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

By: _____
Billy Mathis, Chairman

Attest: _____
Kaitlyn Good, County Clerk

ACTION TAKEN

FIRST READING: _____
December 13, 2022

SECOND READING: _____
January 11, 2023

DATE OF ADOPTION: _____

**AN ORDINANCE TO AMEND CHAPTER 58, ARTICLE IV, SECTION 58-122
OF THE CODE OF ORDINANCES OF LEE COUNTY RELATED TO APPROVAL
OF MAJOR SUBDIVISIONS AND PLAT REQUIREMENTS WITH RESPECT
TO SUCH MAJOR SUBDIVISIONS; TO PROVIDE FOR REVISIONS TO THE
PLAT REQUIREMENTS FOR MAJOR SUBDIVISIONS; TO PROVIDE FOR
AN EFFECTIVE DATE; TO PROVIDE FOR REPEAL OF CONFLICTING
ORDINANCES; AND FOR OTHER PURPOSES**

BE IT ORDAINED by the Board of Commissioners of Lee County, Georgia, and it is hereby ordained by authority of the same, that Chapter 58, Article IV, Section 58-122 related to improvement of major subdivisions within the unincorporated area of Lee County is hereby amended in the following manner:

- (a) At the time a preliminary plat is submitted for review by the planning director, the developer shall complete the preliminary plat checklist, which will guarantee that all the requirements and conditions set forth in subsection (e) of this section have been met or complied with to the best of the applicant's knowledge. If the developer is unable to meet or comply with any of the requirements and conditions set forth on the checklist, all requirements or conditions not met or complied with must be fully explained in writing at the time the plat is submitted. If the developer fails to complete the checklist, or fails to offer justifiable reasons in writing (as determined by the planning director) for not meeting or complying with all the requirements or conditions set forth on the checklist, the preliminary plat will not be considered for review by the planning director.
- (b) All preliminary plats shall conform as close as possible to the land development regulations of the county as defined in this chapter, chapter 70 and chapter 38.
- (c) The preliminary plat shall be at a scale no smaller than 200 feet to the inch unless otherwise approved by the planning director and prepared by a registered land surveyor.
- (d) The preliminary plat shall be drawn in ink or by computer on sheets no larger than 18 inches by 24 inches unless special conditions exist that require a larger plat and these conditions have been approved by the planning director.
- (e) The preliminary plat and accompanying documentation shall show all existing conditions and shall show all proposals, including the following:
 - (1) Proposed subdivision name or identifying title.

a. The E911 coordinator shall approve subdivision name.

b. Once preliminary subdivision approval has been granted the subdivision name shall not be changed until the preliminary approval has expired or has been withdrawn and a new preliminary application has been submitted.

(2) Name of the owner of the tract or his authorized agent, if any.

(3) The names of all adjoining property owners. The names of adjacent property owners on all lines, along with a notation as to what documents were reviewed for each adjacent property as required by Rule 180-7-.02(1)(a) of the Georgia Technical Standards for Property Surveys. Such notation may be the deed book and page of the record title description, recorded plats, or other documents or surveys that were obtained through the course of the survey. In cases where the adjacent property is a recorded subdivision, it is sufficient to state the name, phase (if applicable), and recording information of the subdivision plat, along with lot lines and lot numbers. (A title search is not required for this.)

(4) The names of all adjacent subdivisions.

(5) A vicinity map showing the relationship of the proposed subdivision to surrounding development. The scale of the vicinity map as well as the north arrow of the vicinity map shall be shown.

(6) Names and right-of-way width of all rights-of-way.

a. The E911 coordinator shall approve road names.

b. Once preliminary subdivision approval has been granted and road names approved by the E911 coordinator road names shall not be changed until the preliminary approval has expired or has been withdrawn and a new preliminary application has been submitted.

(7) Location of utility and other types of easements.

(8) Lot lines, lot numbers (consecutively numbered), lot sizes (to the nearest one-tenth of an acre), and the area in parks, jointly owned public space, or greenspace. Once preliminary subdivision approval has been granted, the areas set aside for parks, jointly owned public space, and greenspace shall not be changed until the preliminary approval has expired under this Code or until the preliminary approval application has been withdrawn and a new preliminary approval application has been submitted.

(9) If requested by the planning director, topographic maps of all land subdivided, the scale and contour level to be determined by the planning director (separate maps from recording plat).

(10) Minimum building setback lines on all residential lots and all other tracts smaller than five acres, front, rear and sides.

(11) Numerical scale, graphic scale, north arrow, date.

(12) Pertinent soil data shall be shown, if required by the county sanitarian, where the subdivision is not to be served by a public sewerage system (separate maps from recording plat).

(13) All elevations based on a sea level datum.

(14) A showing of compliance with the flood damage control ordinance, chapter 38, article X.

(15) Acreage (to the nearest tenth of an acre) of total area to be subdivided.

(16) A square box 3x3 inches shall be placed in the upper left-hand corner of the map or plat.

(17) Location of apparent encroachments and observed evidence of human burials or cemeteries.

(18) A statement of the type of equipment used to obtain the linear and angular measurements used in the preparation of the map or plat, or the proper notations required by Rule 180-7-.09 of the State of Georgia Technical Standards for Property Surveys when GPS equipment is used in performing the survey.

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

BE IT FURTHER ORDAINED that this ordinance shall become effective upon the date and time of its adoption by the governing body of Lee County.

SO ORDAINED, effective this _____ day of _____, 20__.

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

By: _____
Billy Mathis, Chairman

Attest: _____
Kaitlyn Good, County Clerk

ACTION TAKEN

FIRST READING: _____ December 13, 2022 _____
SECOND READING: _____ January 11, 2023 _____
DATE OF ADOPTION: _____

**AN ORDINANCE TO AMEND ARTICLE VI, SECTION 38-244(c)(18)
SO AS TO PROVIDE FOR AN AMENDMENT WITH RESPECT TO EROSION,
SEDIMENTATION AND POLLUTION CONTROL;
TO PROVIDE THAT CONSTRUCTION SITE OPERATORS ARE REQUIRED TO
CONTROL WASTE AT A CONSTRUCTION SITE;
TO PROVIDE FOR AN EFFECTIVE DATE; TO PROVIDE FOR REPEAL OF
CONFLICTING ORDINANCES; AND FOR OTHER PURPOSES**

BE IT ORDAINED by the Board of Commissioners of Lee County, Georgia, and it is hereby ordained by authority of the same that Article VI, Section 38-244(c) is hereby amended by adding a new subsection thereto, to be known as subsection (18) which shall provide as follows:

(18) Construction site operators shall control waste at the construction site, such as discarded building materials, concrete truck washout, chemicals, litter and sanitary waste.

BE IT FURTHER ORDAINED that this provision shall be applicable to all construction sites in existence as of the effective date of this Ordinance and thereafter.

BE IT FURTHER ORDAINED that this ordinance shall become effective as of the date and time of its adoption by the governing body of Lee County.

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

SO ORDAINED, effective this ____ day of _____, ____.

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

By: _____
Billy Mathis, Chairman

Attest: _____
Kaitlyn Good, County Clerk

ACTION TAKEN

FIRST READING: December 13, 2022

SECOND READING: January 11, 2023

DATE OF ADOPTION: _____

AN ORDINANCE TO AMEND CHAPTER 6 OF THE CODE OF ORDINANCES OF LEE COUNTY, RELATING TO THE SALE AND CONSUMPTION OF ALCOHOLIC BEVERAGES; TO PROVIDE FOR THE DEFINITION OF PACKAGE STORE; TO PROVIDE FOR LICENSING OF PACKAGE STORE SALES OF DISTILLED SPIRITS; TO PROVIDE FOR LICENSE FEES FOR THE LICENSURE OF PACKAGE STORES IN THE UNINCORPORATED AREA OF LEE COUNTY; TO PROVIDE FOR LICENSE FEES WITH RESPECT TO THE LICENSURE OF PACKAGE STORES IN THE UNINCORPORATED AREA OF LEE COUNTY; TO PROVIDE FOR APPLICATION FEES WITH RESPECT TO THE LICENSURE OF PACKAGE STORES IN THE UNINCORPORATED AREA OF LEE COUNTY; TO PROVIDE FOR REGULATION OF LICENSED PACKAGE STORES IN LEE COUNTY; TO PROVIDE FOR APPROVED LOCATIONS FOR PACKAGE SALES; TO PROVIDE FOR AN EFFECTIVE DATE; TO PROVIDE FOR REPEAL OF CONFLICTING ORDINANCES, AND FOR OTHER PURPOSES

BE IT ORDAINED that Chapter 6, Article I, Section 6-2, relating to definitions under the Lee County Alcoholic Beverages Ordinances is hereby amended by adding thereto a new definition to be known as Package Sales as follows:

Package Sales: The sale of bottles, cans, kegs, barrels, or other original consumer containers containing alcoholic beverages by licensed package stores within the unincorporated area of Lee County.

BE IT FURTHER ORDAINED that Chapter 6, Article II, Section 6-26(c)(1), relating to the licensing of alcoholic beverage sales under the Lee County Alcoholic Beverage Code, is hereby amended by adding thereto the following:

(a) *Required.* It shall be unlawful for any person to sell or offer to sell any alcoholic beverages within the county except under a valid license issued under this chapter and in compliance with the provisions of this chapter.

(b) *Pay schedule.* License fees shall be payable in advance for an entire year beginning January 1 and ending December 31 of the same year. If an initial license fee is paid after January 1, the license fees shall be prorated on a monthly basis for each month or portion of a month left between the date of payment and December 31. The suspension or revocation of any license granted pursuant to this article shall not entitle the licensee to a return of any portion of the license fee.

(c) *License fee.* Classes of licenses issued under this chapter, activities permitted and regulated thereunder, and the annual license fees shall be as follows:

(1) Retail off-premises licenses:

a. Retail sales for off-premises consumption of malt beverages \$375.00

b. Retail sales for off-premises consumption of wine \$375.00

c. Retail sales for off-premises consumption of distilled spirits by licensed package stores... \$5,000.00

(2) Retail consumption on-the-premises licenses:

a. Pouring license for malt beverage only on the premises \$375.00

b. Pouring license for wine only on the premises \$375.00

c. Pouring license for consumption of distilled spirits only on the premises \$1,500.00

d. Pouring license for retail sale of distilled spirits, wine and malt beverages by the drink \$3,000.00.

(3) Wholesale licenses:

Resident wholesale dealer's license: Wholesale of distilled spirits, wine, and malt beverages by a wholesale dealer having a place of business in the county \$1,000.00

(d) *Application fees.* Each application for a license under this Chapter shall be accompanied by a nonrefundable application fee in the following amount:

(1) Sale for off-premises of package malt beverages and wine license \$75.00

(2) Consumption on-the-premises pouring license for distilled spirits, beer, and wine..... \$150.00

(3) Package stores for the sales of distilled spirits..... \$200.00

(e) *Payment of fees.* All application fees for license applicants shall be paid at the time the application is filed and shall not be refunded. All license fees shall be paid upon approval of the license application and no license shall be issued until the payment of all application license fees.

BE IT FURTHER ORDAINED that Chapter 6, Article II, Section 6-28 related to licensee qualifications for the sale of **alcoholic beverage under Chapter 6 of the Lee County Code of Ordinances, which regulates the licensure and sale of alcoholic beverages in Lee County, the Lee County Alcoholic Beverage Code** is hereby amended so as to provide as follows:

(a) A licensee must be at least 21 years of age, of good moral character, and a citizen of the United States or a legal resident of the United States; provided, however, that any license issued to a person who is a legal resident of the United States shall only be valid during the term of such person's legal residency, and if such legal residency status is lost, revoked, or terminated, then such license shall be deemed revoked as of the date of loss of such legal residency status by the licensee.

(b) A licensee shall not have been convicted within the past five years of any felony, any misdemeanor involving moral turpitude, or any other misdemeanor involving a violation of county alcohol ordinances within the past two years. This subsection shall apply with respect to the laws of this state, other states, the United States, and other countries. A plea of nolo contendere or the forfeiture of a bond shall be considered a conviction for purposes of this subsection. The county building official may recommend the waiver of the conviction of a misdemeanor for purposes of this subsection if the county building official determines that the misdemeanor does not have a bearing on the applicant's fitness for a license, subject to the approval of the board of county commissioners at the time the license is issued.

(c) A licensee shall not have been denied or had revoked, within the 12 months immediately preceding his application, any license to sell alcoholic beverages issued by any governmental entity.

(d) A licensee shall be the owner of the premises to be licensed or the holder of a lease thereon for substantially the same period to be covered by the license.

(e) No license for the sale of alcoholic beverages by the drink for consumption on the premises shall be issued to any applicant for a location or facility that does not meet the requirements of a private club, restaurant or country club as defined in this chapter.

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

(f) — No person, group, or entity with similar members, including family members, shall have an interest in more than two (2) licenses for the package sale of distilled spirits issued by the County.

BE IT FURTHER ORDAINED that Chapter 6, Article II, Section 6-29(a)(7) is hereby amended by adding thereto the following:

(a) Application for a license for the retail sale of wine, malt beverages, and the sale of distilled spirits by the package of off-premise consumption in the county shall be filed with the county building official upon forms prescribed by the county and made available at the county administration building. The application shall be subscribed by the application under

oath and fully completed and executed. At a minimum, the applicant shall be required to provide the following information with the application:

- (1) The employment history for the previous five years of the applicant, its chief operating officers or partners, including names and addresses of previous employers, places of doing business, and experience in the field for which the applicant seeks an alcoholic beverage license;
- (2) Proof of liability insurance in the amount of \$100,000.00, and worker's compensation insurance where applicable, effective for at least one year from the date of application;
- (3) Written consent for the county to receive the criminal history of the applicant (the chief operating official and partners in the case of firms, corporations, or partnerships);
- (4) Permanent address and phone number for the person making the application;
- (5) A photograph of the applicant or chief operating officers or partners of the entity making the application;
- (6) Whether the applicant seeks permission to sell alcohol for consumption on the premises; and

(7) Applications for the package sale of distilled spirits shall also include a notation of the distance in feet to the closest licensed retail package licensee for the retail package sale of distilled spirits, as measured by the most direct route of travel on the ground.

BE IT FURTHER ORDAINED that Chapter 6, Article II of the Alcoholic Beverage Code is amended by adding a new Code Section, to be known as Chapter 6, Article II, Sec. 6-29.1 which shall provide as follows:

Sec. 6-29.1 - Time for Commencement of Business of Licensed Package Store.

All holders of licenses for package sale of distilled spirits shall within nine (9) months after the issuance of said license open the licensed establishment referred to in said license. Upon written request of the license holder with due cause shown, the County Manager shall be authorized to grant an extension for up to six (6) months of the opening deadline provided herein. No additional extensions shall be permitted without the approval of the Board of Commissioners. If the license holder fails to open the licensed establishment or receive an extension, the license shall be cancelled and all fees forfeited.

BE IT FURTHER ORDAINED that Chapter 6 of the Code of Ordinances of Lee County is hereby further amended by adding a new Article thereto, to be known as Article X, which shall provide as follows:

ARTICLE X. – REGULATION OF PACKAGE SALES

Sec. 6-220. – Sale of package malt beverages and wine conducted in conjunction with other business.

No person shall be allowed to sell retail package malt beverages, or foreign and domestic wines unless the same be sold in conjunction with some other kind of business. This Section does not prohibit the sale of retail package malt beverages, or foreign and domestic wines in conjunction with package distilled spirits.

Sec. 6-221. – Physical requirements of applicant’s premises.

(a) No license shall be granted to a retailer under the provision of this Article, unless the front entrance to the premises is clearly visible from a public street; provided, however, that this restriction shall not apply where the licensee has a location in a shopping center or multiple-story business building.

(b) Where a building in which a retailer intends to operate under the provisions of this Article is at the time of the application for such license not in existence or not yet completed, license may be issued for such location provided the plans for the proposed building show clearly a compliance with the other provisions of this chapter. Notwithstanding the foregoing, nothing in the subsection shall be construed to waive the provisions of Sec. 6-29.1.

(c) No sales shall be made from such establishment until it has been completed in accordance with said plans and is in conformity with all of the other provisions of this chapter.

Sec. 6-222. – Sanitary regulations, immoral conduct, etc.; inspection and report by fire department.

(a) All licensed premises shall be kept clean and in proper sanitary condition and in full compliance with the provisions and regulations governing the condition of premises used for the storage and sale of food for human consumption as established by the board of health and any applicable County ordinances or regulations. It shall be unlawful to permit any disturbance of the peace, obscenity, or public indecency on the premises.

(b) All premises licensed hereunder shall conform at all times with all fire regulations of the county. The department shall, upon request of the County Manager, of his or her designee, inspect such premises and report its findings to the County Manager, or his or her designee.

Sec. 6-223. – Interior Visibility Required.

No screen, blind, curtain, partition, article or thing which shall prevent a clear view into the interior shall be permitted in the window or opening of any door of any retail package alcoholic beverage store, and no booth, screen, partition or other obstruction shall be permitted within the interior of any such store. Each such retail store shall be so lighted that the interior of the store is visible day and night.

Sec. 6-224. – Lighted electric advertising signs on distilled spirits, wine, or malt beverage establishments.

No licensee operating premises wherein package distilled spirits, wine, or malt beverages are sold shall operate lighted electrical signs or devices advertising such beverages except during the hours that such products are being offered for sale to the public.

Sec. 6-225. – Slot machines, etc., prohibited on premises.

(a) Except as otherwise permitted in this section, no retail licensee shall permit on such licensee's premises any slot machines, video games, mechanical music boxes, pinball machines or coin-operated amusement machines of any kind or character.

(b) Convenience stores, the primary purpose of which is the sale of food items, may utilize coin-operated amusement devices as provided by the section of this Code regarding the regulation and licensing of coin-operated amusement machines, provided all such machines shall be located in a separate room from the room in which package alcoholic beverages are stored or offered for sale.

Sec. 6-226. – Sale in poolrooms and billiard parlors prohibited.

It shall be unlawful to sell distilled spirits, malt beverages, and wine for off-premise consumption in poolrooms or billiard parlors.

Sec. 6-227. – License issuance for distilled spirits package sales – retail dealer building and inventory requirements.

(a) General regulatory licensing and procedures of distilled spirits package sales shall conform to Article I, Article II, and Article VI of Chapter 6 Alcoholic Beverages of the Lee County Code of Ordinances.

(b) No retail dealer license for the sale of distilled spirits under this Article shall be issued to any applicant whose building where the business will be conducted (a) is not "free standing" (i.e., is part of a larger building or structure) and (b) does not include a showroom with a minimum of 4,500 4,000 square feet and an additional storage area of at least 500 square feet. Such showroom shall be accessible to customers of the licensed business at all times during which the licensed business is open for business. For distilled spirits retail dealers

desiring to sell malt beverages and wine in addition to distilled spirits, at least an additional 500 square feet of showroom, and at least an additional 500 square feet of storage area is required over and above the minimum square feet for the establishment set forth above. For purposes of this ordinance, cooler space shall be considered storage area and spaces such as offices, mechanical rooms, janitorial rooms, breakrooms and bathrooms shall not be counted towards minimum square footage requirements.

(c) No retail license for the sale of distilled spirits by the package shall be granted under this chapter unless the premises to be licensed is, at the time the application is approved by the Board of Commissioners, located in C-1 (Neighborhood Commercial) and C-2 (General Commercial) zoning districts as set forth in the Lee County Zoning Code subject to the specific limitations of such respective districts.

(d) No premises shall be licensed for the sale of distilled spirits by the package within the prohibited distances set forth in Section 6-56 of this Chapter.

(e) It shall be unlawful for any person to open or consume any alcoholic beverages on premises licensed for the sale of distilled spirits by the package.

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

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

(b) For purposes of this Code section:

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

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

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

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

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

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

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

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

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

BE IT FURTHER ORDAINED that this ordinance shall become effective, and retail package sale licenses may be applied for on or after February 1, 2023. ~~January 1, 2023.~~

SO ORDAINED, effective this _____ day of _____, _____.

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

By: _____
Billy Mathis, Chairman

Attest: _____
Kaitlyn Good, County Clerk

ACTION TAKEN

FIRST READING: January 11, 2023
SECOND READING: _____
DATE OF ADOPTION: _____

**RESOLUTION OF BOARD OF COMMISSIONERS OF LEE COUNTY, GEORGIA
TERMINATING A TEMPORARY MORATORIUM UPON THE ZONING,
PERMITTING, CONSTRUCTION, AND OPERATION OF PACKAGE STORES
IN UNINCORPORATED AREAS OF LEE COUNTY SCHEDULED TO EXPIRE
JANUARY 20, 2023, AND FOR OTHER PURPOSES**

WHEREAS, the Board of Commissioners of Lee County adopted a Resolution imposing a temporary moratorium upon the zoning, permitting, construction, and operation of package stores in unincorporated areas of Lee County until January 20, 2023 pending approval by the voters of Lee County of a referendum authorizing Lee County to issue licenses for the package sale of distilled spirits in the unincorporated areas of Lee County; and

WHEREAS, the said referendum was held on November 8, 2022, and the result of the referendum was that Lee County was authorized to grant licenses for the package sale of distilled spirits in the unincorporated areas of Lee County; and

WHEREAS, the Lee County Board of Commissioners has now adopted an ordinance authorizing and regulating the granting of license for the package sale of distilled spirits in the unincorporated areas of Lee County; and

WHEREAS, as a result of the approval of such referendum and the County's adoption of amendments to the County's Alcoholic Beverage Code authorizing the issuance of licenses for such package sales, the temporary moratorium referenced above is no longer necessary or appropriate.

NOW THEREFORE, be it resolved by the Board of Commissioners of Lee County, and it is hereby resolved by authority of the same, as follows:

1. That the Resolution of the Board of Commissioners of Lee County imposing a temporary moratorium on the zoning, permitting, construction, and operation of package stores in the unincorporated area of Lee County until January 20, 2023 shall be rescinded effective January 1, 2023.
2. That all resolutions or parts of resolutions or parts of resolutions in conflict herewith are hereby rescinded.
3. That this Resolution shall become effective upon the date of its adoption by the governing body of Lee County.

SO RESOLVED, this ___ day of _____, _____, by the governing body of
Lee County.

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

By: _____
Billy Mathis, Chairman

Attest: _____
Kaitlyn Good, County Clerk

AN ORDINANCE TO AMEND CHAPTER 70, ARTICLE V, SECTION 70-162 WITH RESPECT TO PERMITTED USES THAT MAY BE LOCATED IN AN R-1 SINGLE-FAMILY RESIDENTIAL DISTRICT, TO PROVIDE AUTHORITY FOR THE CONSTRUCTION OF ACCESSORY STRUCTURES LOCATED IN AN R-1 SINGLE-FAMILY RESIDENTIAL DISTRICT WHERE THE ACCESSORY STRUCTURE IS LOCATED OR TO BE LOCATED UPON A VACANT LOT ADJACENT TO A LOT WHICH HAS CONSTRUCTED ON IT A SINGLE-FAMILY RESIDENCE AND THE SINGLE-FAMILY RESIDENCE IS OWNED BY THE OWNER OF THE ADJACENT LOT WHERE THE ACCESSORY STRUCTURE IS TO BE LOCATED; TO PROVIDE FOR ACREAGE LIMITATIONS; TO PROVIDE FOR ADDITIONAL RESTRICTIONS; TO PROVIDE FOR REPEAL OF CONFLICTING ORDINANCES; TO PROVIDE FOR AN EFFECTIVE DATE; 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 70, Article V, Section 70-162, entitled "Permitted Uses", is hereby amended by adding a new subsection, to be known as subsection (h) which shall provide as follows:

- (f) Where an owner of property located in an R-1 Single-Family Residential District owns two (2) or more lots adjacent to each other in an R-1 Residential District, the owner shall, subject to applicable building permit and other building code requirements, be authorized to construct and use accessory buildings or structures constructed or to be constructed on a lot owned by such owner which is adjacent to the lot where the owner's residence is located or to be located in such R-1 Single Family Residential District (i) where the additional accessory structure will be utilized by the owner in connection with the owner's use and occupancy of the owner's adjacent residence and (i) where the lot upon which the adjacent residence is constructed or is to be constructed exceeds _____ acres. Unless the accessory building or structure is destroyed or demolished, and as long as the lot where the accessory building is located is zoned R-1 Single-Family Residential, any sale, transfer, or conveyance of the adjacent residence to which the accessory building or structure is an accessory shall include a sale, transfer, or conveyance of the lot where the accessory building is constructed to the same buyer or transferee acquiring the residence. Nothing in this subsection shall be construed to affect the construction of accessory buildings on the same lot as the residence in an R-1 Single-Family Residential District in accord with Section 70-162(c).

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

BE IT FURTHER ORDAINED that this ordinance shall become effective upon the date and time of its adoption by the governing body of Lee County.

SO ORDAINED, effective this _____ day of _____, 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: _____

STATE OF GEORGIA

COUNTY OF LEE

FIRST AMENDMENT TO INTERGOVERNMENTAL CONTRACT BETWEEN THE BOARD OF COMMISSIONERS OF LEE COUNTY, GEORGIA, AND THE LEE COUNTY DEVELOPMENT AUTHORITY WITH RESPECT TO THE DEVELOPMENT AND CONSTRUCTION OF A HOSPITAL IN LEE COUNTY, GEORGIA, AS AN ECONOMIC DEVELOPMENT PROJECT

This First Amendment to that certain Intergovernmental Contract between the Board of Commissioners of Lee County, Georgia and the Lee County Development Authority with respect to the Development and Construction of a Hospital in Lee County, Georgia, as an Economic Development Project (“Original Contract”) is entered into effective the _____ day of _____, 2023 by and between **Board of Commissioners of Lee County, Georgia**, a political subdivision of the State of Georgia, with a principal address of 102 Starksville Avenue North, Leesburg, Georgia 31763 (“Lee County”) and the **Development Authority of Lee County, Georgia**, a development authority and body corporate and politic created and established pursuant to the Georgia Development Authorities law (O.C.G.A. §36-62-1, et seq.) with a principal address of 106 Walnut Avenue North, Leesburg, Georgia 31763 (“Development Authority”).

WITNESSETH:

WHEREAS, Lee County and the Development Authority entered into the Original Contract dated as of September 15, 2022 relating to the development and construction of a Hospital in Lee County as an Economic Development Project; and

WHEREAS, it has been determined that the provisions of said Original Contract should be amended in the manner set out in this First Amendment; and

WHEREAS, the parties hereto do hereby agree to the terms of this First Amendment as set out below.

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

1. The Original is hereby amended by adding thereto a new paragraph, to be designated as Paragraph 2.1 which shall provide as follows:

2.1 In furtherance of the development and construction of the Hospital Project as an economic development project of the Development Authority, and in order to be reasonably able to market for sale the revenue bonds to be issued by the Development Authority to finance the Hospital Project, the Development Authority

hereby agrees to and shall be obligated to pay the fees of FORVIS Company, of 191 Peachtree Street NE, Suite 2700, Atlanta, Georgia 30303 in connection with an undertaking by FORVIS to examine and review financial forecast services, preparing forecasted financial statements, issue reports on the examination of financial forecast, and related services in connection with the marketing and sale of revenue bonds to be issued to finance the Hospital Project in accord with the following:

(A) The Development Authority shall pay the fees of FORVIS in connection with the services to be provided by FORVIS in accord with the Hospital Project and in accord with the FORVIS Engagement Letter dated . The parties recognize and acknowledge that because such services which will be provided to the Development Authority by FORVIS must be completed prior to the marking of the Authority's proposed revenue bonds to be issued to construct the Hospital Project, the funds which the Development Authority is obligated to pay under this First Amendment will be due and payable at the completion of the services provided by FORVIS in accord with the attached engagement letter. Notwithstanding the foregoing, with respect to the retainer that is required by the Engagement Letter, that retainer shall be paid upon approval of this First Amendment in accord with the terms of the Engagement Letter. provided, however, that if the services of FORVIS are not completed or are terminated because the Hospital Project is canceled prior to the time that FORVIS completes the performance of its services under the Engagement Agreement, then the Development Authority shall only be obligated to pay for such services as are actually performed by FORVIS up until the date that the Hospital Project is canceled.

(B) As consideration of services to be provided to Lee County by the Development Authority under the terms of the Original Contract, as amended by this First Amendment, in the event that any funds are paid or due and payable under this First Amendment by the Development Authority to FORVIS, Lee County shall pay to the Development Authority such sums as are paid or due and payable by the Development Authority to FORVIS under the terms of the attached Engagement Letter. Such funds will be paid to the Development Authority within ten (10) days of the receipt by Lee County of an invoice from the Development Authority therefor.

(C) The Development Authority shall be authorized to execute such engagement letters or agreements as may be necessary or appropriate by legal counsel to the Development Authority with FORVIS in connection with the services to be provided by FORVIS with respect to the Hospital Project.

(D) All payments made by the Development Authority to FORVIS shall be based upon written invoices from FORVIS for services rendered by FORVIS in accord with the FORVIS Engagement Letter.

(E) The Development Authority shall at the County's direction be reimbursed for amounts paid to FORVIS with the proceeds of the revenue bonds when issued.

2. The Original Contract is further amended by adding thereto a new paragraph, to be designated as Paragraph 2.2 which shall provide as follows:

2.2 In further consideration for the services to be provided by the Development Authority of Lee County with respect to the Hospital Project hereunder, Lee County shall also be authorized to pay to the Development Authority such other costs and expenses as may be incurred by the Development Authority from time to time which are expended by the Development Authority in good faith and in furtherance of the Hospital Project.

3. The Original Contract is further amended by adding thereto a new paragraph, to be designated as Paragraph 2.3 which shall provide as follows:

2.3 Notwithstanding Section 2.2(B), the Development Authority shall at the County's direction require that the legal fees be paid with the proceeds of the revenue bonds.

4. The Original Contract is further amended by deleting Paragraph 5 of the Original Contract in its entirety and a new Paragraph 5 to the Original Contract is hereby adopted which shall provide as follows:

This Intergovernmental Contract shall become effective upon the date and year first above written, and shall terminate as of December 31, 2023, or upon such later date as may be agreed by the parties in writing as an amendment hereto.

5. All of the other provisions of the Original Contract, unless revised, modified, changed or amended by this First Amendment, shall remain in full force and effect.

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

**THE BOARD OF COMMISSIONERS
OF LEE COUNTY, GEORGIA**

BY: _____
Chairman

ATTEST: _____
Clerk

**DEVELOPMENT AUTHORITY
OF LEE COUNTY, GEORGIA**

BY: _____
Chairman

ATTEST: _____
Secretary