

#### **BOARD OF COUNTY COMMISSIONERS**

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

> TUESDAY, MAY 28, 2024 AT 6:00 P.M. T. PAGE THARP BUILDING OPAL CANNON AUDITORIUM WWW.LEE.GA.US

MEETING AGENDA VOTING SESSION

**COUNTY COMMISSIONERS** 

Luke Singletary, Chairman

Chris Guarnieri, Vice-Chairman

Dennis Roland, Commissioner

Billy Mathis, Commissioner

George Walls, Commissioner

District 1

District 3

District 3

COUNTY STAFF

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

<u>PAGE</u>

1. INVOCATION

Pastor Cole Frier, First Baptist Church of Albany, 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 on May 14, 2024.

A - G

(B) Consideration to approve the minutes from the Special Called meeting on May 8, 2024 with the Lee County Development Authority and Lee County Utilities Authority.

H - K

5. CONSENT AGENDA

NONE

6. NEW BUSINESS

(A) Recognition of employees' years of service.

1

7. PUBLIC HEARING

NONE

#### 8. DEPARTMENTAL MATTERS

Planning, Zoning & Engineering

(A) Consideration to approve an amendment to the zoning ordinance Chapter 70, Article III, Section 70-84 (T24-001) of the Lee County Code of Ordinances with respect to accessory building allowance for lots of five acres or more, located in Residential Districts. Planning Commission recommends approval with the following changes: (a) The maximum number of accessory buildings to be five for lots 43,561 square feet to five acres, (b) seven maximum number of accessory buildings for lots five acres to 25 acres, (c) seven maximum number of accessory buildings for lots 25 acres or more, (d) the accessory building square footage for lots 43,561 square feet to five acres to be 1,000 square feet for the first five acres, plus 750 square feet for each additional ½ acre, not to exceed a total of 7,000 square feet of floor area, (e) accessory building square footage on lots five acres to 25 acres

2 - 6

to be 7,000 square feet for the first five acres, plus 250 square feet for each additional acre, not to exceed a total of 12,000 square feet of floor area, and (f) accessory building square footage for lots 25 acres or more to the maximum total allowable floor area shall be determined in accordance with AG-1 requirements. Public Hearing held May 14, 2024

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

- (A) Consideration to appoint **four (4) members** to the **Development Authority** for a term of four (4) years. Current term expires 05/31/2024. New term expires 05/31/2028. Letters of interest in appointment received from Tim Davis (reappointment), Bobby Donley (reappointment), Joey Kirksey, and Al Manry (reappointment).
- (B) Consideration to appoint **one (1) member** to the **Tax Assessors Board** for a term of three (3) years. Current term expires 05/31/2024. New term expires 05/31/2027. Letter of interest in appointment received from Richard Brown and Bobbie Yandell (reappointment).

#### 10. COUNTY MANAGER'S MATTERS

(A) Updates on County projects.

7 - 11

12 - 15

23 - 27

28 - 32

33

34

- (B) Consideration to approve an annual renewal NPDES Permit Contract with Flint River Consulting. Current contract expires 05/31/2024
- (C) Consideration to approve an annual renewal On Call Contract with Flint River Consulting. Current contract expires 05/31/2024
- (D) Discussion of a potential text amendment relating to the permitting and licensing requirements for filming in Lee County.
- (E) Discussion of DOT's round-a-bout project at the Haley Street/Cedric Street/SR 133 intersection.
- (F) Consideration to approve the annual healthcare renewal.

#### 11. COMMISSIONER'S MATTERS

(A) Discussion of 2024 Local Road Assistance Administration funds (LRA) and potential projects. 35 - 36

#### 12. UNFINISHED BUSINESS

NONE

#### 13. COUNTY ATTORNEY'S MATTERS

NONE

#### 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, June 11, 2024 at 6:00pm.
- (B) The offices of the Lee County Board of Commissioners will be closed Wednesday, June 19, 2024 in observance of Juneteenth. County offices will reopen Thursday, June 20, 2024 for regular business hours. Garbage services will not be affected.

#### 17. ADJOURNMENT

#### AGENDA MAY CHANGE WITHOUT NOTICE

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

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



#### **BOARD OF COUNTY COMMISSIONERS**

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

> TUESDAY, MAY 14, 2024 AT 6:00 P.M. T. PAGE THARP BUILDING OPAL CANNON AUDITORIUM WWW.LEE.GA.US

MEETING MINUTES WORK SESSION

#### **COUNTY COMMISSIONERS**

Luke Singletary, Chairman

Chris Guarnieri, Vice-Chairman

Dennis Roland, Commissioner

Billy Mathis, Commissioner

George Walls, Commissioner

District 2

District 2

District 4

District 1

District 3

#### **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 Tuesday, May 14, 2024. The meeting was held in the Opal Cannon Auditorium of the Lee County T. Page Tharp Governmental Building in Leesburg, Georgia. Those present were Chairman Luke Singletary, Vice-Chairman Chris Guarnieri, Commissioner Dennis Roland, Commissioner Billy Mathis, and Commissioner George Walls. Staff in attendance was County Manager Christi Dockery, County Clerk Kaitlyn Good, and County Attorney Jimmy Skipper. The meeting was also streamed on Facebook Live. Chairman Singletary called the meeting to order at 6:04pm.

#### CALL TO ORDER

#### INVOCATION

Pastor Aaron McCulley, Philema Road Baptist Church, led the invocation.

#### PLEDGE OF ALLEGIANCE

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

#### APPROVAL OF MINUTES

(A) Consideration to approve the Board of Commissioners meeting minutes for April 23, 2024.

Commissioner Roland made the MOTION to approve the Board of Commissioners meeting minutes for April 23, 2024. Commissioner Walls seconded the MOTION. The MOTION was unanimous with Commissioner Guarnieri voting yea.

Commissioner Mathis entered the meeting.

(B) Consideration to approve the minutes from the Budget Workshop held April 23, 2024.

Commissioner Roland made the MOTION to approve the minutes from the Budget Workshop held April 23, 2024. Commissioner Guarnieri seconded the MOTION. The MOTION was unanimous with Commissioner Mathis and Commissioner Walls voting yea.

#### CONSENT AGENDA

NONE

#### **NEW BUSINESS**

(A) <u>Doug Collins, County Extension Coordinator, to introduce new personnel.</u>
Doug Collins introduced several new employees to the Board of Commissioners: Leila Baxter - 4-H Agent,

Sydney Chapman - 4-H Educator, and Kari McColman - Administrative Assistant.

#### PUBLIC HEARING

(A) Wetherald Behavioral Health (Z24-004) have submitted an application requesting to rezone a total of 12.391 acres from R-1 (Single-Family Residential District) to C-4 (Traditional Office District). The property owner is CG Boyd Properties, LLC. The subject property is located at 552 US HWY 82 West, parcel number 017A002, in Land Lot 191 of the Second Land District of Lee County, Georgia. Planning Commission recommends approval, with the condition that the permitted uses in C-4 should not be allowed to include personal care homes, child-welfare facilities, and hospital use.

Chairman Singletary opened the Public Hearing at 6:08pm.

Mr. Henry Jones spoke in favor of the rezoning and voiced support for the project.

With no further comments or questions from the Board, staff, or audience, the Public Hearing was closed at 6:09pm.

Commissioner Mathis made the **MOTION** to <u>waive</u> the second reading for the request to rezone a total of 12.391 acres from R-1 (Single-Family Residential District) to C-4 (Traditional Office District). Commissioner Guarnieri seconded the **MOTION**. The **MOTION** was unanimous with Commissioner Roland and Commissioner Walls voting yea.

Commissioner Mathis made the **MOTION** to <u>approve</u> the request to rezone a total of 12.391 acres from R-1 (Single-Family Residential District) to C-4 (Traditional Office District) with the condition recommended by the Planning Commissioner Guarnieri seconded the **MOTION**. The **MOTION** was unanimous with Commissioner Roland and Commissioner Walls voting yea.

(B) Lee County Emergency Response Department (Z24-005) has submitted an application requesting a conditional use to allow a communications tower and related appurtenances, being greater than 100 feet in height. The property owner is Lee County Board of Commissioners. The subject property is located at 2345 US 19 North, Smithville (Fire Station #4), parcel number 020003, in Land Lot 38 of the Thirteenth Land District of Lee County, Georgia. Planning Commission recommends approval.

Chairman Singletary opened the Public Hearing at 6:10pm.

There were no public speakers.

With no comments or questions from the Board, staff, or audience, the Public Hearing was closed at 6:10pm.

Commissioner Roland made the **MOTION** to <u>waive</u> the second reading for the requested conditional use to allow a communications tower and related appurtenances, being greater than 100 feet in height. Commissioner Mathis seconded the **MOTION**. The **MOTION** was unanimous with Commissioner Guarnieri and Commissioner Walls voting yea.

Commissioner Roland made the **MOTION** to <u>approve</u> the requested conditional use to allow a communications tower and related appurtenances, being greater than 100 feet in height. Commissioner Guarnieri seconded the **MOTION**. The **MOTION** was unanimous with Commissioner Mathis and Commissioner Walls voting yea.

(C) Lee County Emergency Response Department (Z24-005) has submitted an application requesting a variance to allow a reduction of setback requirements for a communications tower and related appurtenances, from a 50-foot rear setback and 20-foot side setback to 10 foot for the rear and side. The property owner is Lee County Board of Commissioners. The subject property is located at 2345 US 19 North, Smithville (Fire Station #4), parcel number 020003, in Land Lot 38 of the Thirteenth Land District of Lee County, Georgia. Planning Commission recommends approval.

Chairman Singletary opened the Public Hearing at 6:11pm.

There were no public speakers.

With no further comments or questions from the Board, staff, or audience, the Public Hearing was closed 6:12pm.

Commissioner Roland made the **MOTION** to <u>waive</u> the second reading for the requested variance to allow a reduction of setback requirements for a communications tower and related appurtenances, from a 50-foot rear setback and 20-foot side setback to 10 foot for the rear and side. Commissioner Guarnieri seconded the **MOTION**. The **MOTION** was unanimous with Commissioner Mathis and Commissioner Walls voting yea.

Commissioner Roland made the **MOTION** to <u>approve</u> the requested variance to allow a reduction of setback requirements for a communications tower and related appurtenances, from a 50-foot rear setback and 20-foot side setback to 10 foot for the rear and side. Commissioner Guarnieri seconded the **MOTION**. The **MOTION** was unanimous with Commissioner Mathis and Commissioner Walls voting yea.

(D) A request to amend the zoning ordinance Chapter 70, Article III, Section 70-84 (T24-001) of the Lee County Code of Ordinances with respect to accessory building allowance for lots of five acres or more, located in Residential Districts. Planning Commission recommends approval with the following changes: (a) The maximum number of accessory buildings to be five for lots 43,561 square feet to five acres, (b) seven maximum number of accessory buildings for lots five acres to 25 acres, (c) seven maximum number of accessory buildings for lots 25 acres or more, (d) the accessory building square footage for lots 43,561 square feet to five acres to be 1,000 square feet for the first five acres, plus 750 square feet for each additional ½ acre, not to exceed a total of 7,000 square feet of floor area, (e) accessory building square footage on lots five acres to 25 acres to be 7,000 square feet for the first five acres, plus 250 square feet for each additional acre, not to exceed a total of 12,000 square feet of floor area, and (f) accessory building square footage for lots 25 acres or more to the maximum total allowable floor area shall be determined in accordance with AG-1 requirements.

Chairman Singletary opened the Public Hearing 6:13pm.

Interim Planning Director Joey Davenport spoke regarding the Planning Commission's discussion and decision during their meeting. Mr. Davenport informed the Board that they were being presented with both the staff's version of the text amendment and that version of the text amendment following the Planning Commission, with their suggestions. Planning Commission member Johnny Golden addressed the Board stating that after some thought, he would like to remove (c) from the abovementioned changes from the Planning Commission.

With no further comments or questions from the Board, staff, or audience, the Public Hearing was closed 6:22pm.

Final vote on this Text Amendment will be held Tuesday, May 28, 2024.

#### DEPARTMENTAL MATTERS

#### Parks & Recreation

(A) Consideration to approve a quote for a concrete pad for the installation of playground equipment at Pirate's Cove. HANDOUT

Commissioner Mathis made the **MOTION** to <u>approve</u> a quote for a concrete pad for the installation of playground equipment at Pirate's Cove from <u>Zane Grace Construction</u> for <u>\$20,493.00</u> to come from <u>SPLOST</u> funds. Commissioner Guarnieri seconded the **MOTION**. The **MOTION** was unanimous with Commissioner Roland and Commissioner Walls voting yea.

#### Planning, Zoning, & Engineering

(B) Review of the minutes for the April 4, 2024 Planning Commission meeting.

The minutes were reviewed as presented.

#### 911

(C) <u>Discussion of implementing a new phone system.</u> *HANDOUT*Upon request of staff, this item was tabled.

#### CONSTITUTIONAL OFFICERS & GOVERNMENTAL BOARDS/AUTHORITIES

#### **Utilities Authority**

(A) Discussion of providing funds in support of the completion of the meter project.

Chairman Singletary summarized the Joint Meeting held on May 8, 2024 with the Development Authority and the Utilities Authority. He asked Utilities Authority General Manager Chris Boswell to address the Board regarding the meter project. Chairman Singletary said that he wanted to bring this to the Board about the possibility of helping to fund some of this project.

Mr. Boswell stated that the Utilities Authority has been replacing old meters and that is currently their sole revenue every month. They currently try to replace a couple hundred per year. He stated that they use the bond money since it is an immediate revenue. The current meters are around 25 years old. The Utilities Authority has spent around \$2,000,000.00 replacing the old meters so far. To follow EPD and EPA regulations, backflow preventers have been installed on the meters. These new meters help to give a more accurate reading, which helps customers be accurately billed. With meters, as they age, they begin to turn slower so they are no longer as accurate causing some citizens to not have accurate billings causing revenue loss for the Utilities Authority.

Mr. Boswell added that Phase III is nearly complete in replacing around a third of the meters. Right now they have retrofitted the devices with their contractor. All materials are being purchased directly from Consolidated Pipe and Equipment at the Industrial Park. The Authority has advertised for a vendor to complete only the labor; the Authority has gone out to purchase all the materials. The Authority staff is doing the construction observation, no one was needed to be hired; therefore, the Authority is saving more money. They are currently at the point where the Utilities Authority stated they could only spend close to \$2,500,000.00, after receiving an estimation, they would need an addition \$815,435.90 to finish all of the meters.

Chairman Singletary stated that he wanted to add this to the agenda to see what the Board thinks as everyone benefits from the utility system whether they are customers or not as commercial business operations run on this system. He stated that he understands that the Board does not fund the Utilities Authority, and he is not looking at a continuing funding, but this seems like a project worthwhile.

Mr. Boswell added that right now, the new budget that is currently being worked on reflects 41% as debt service. He stated that this would help on the revenue side and every March the Authority has to submit to the State of Georgia, Department of Natural Recourses, and EPD a water loss audit. A water loss audit is the water that is pumped through Authority wells versus what is metered and sold to customers. These meters can help a more accurate reading, even if citizens were to cut back on water usage, this would save the Authority money.

County Manager Christi Dockery asked Mr. Boswell if this could be done by the end of the fiscal year to which Mr. Boswell replied that the contractors could finish approximately 94% of the project by June 30, 2024. Ms. Dockery added that it could be funded out of contingency.

Mr. Boswell added that any amount of funding towards this project would be appreciated. He stated that on the old meters, in the Canuga Subdivision the consumption in April 2023 was 381,557 gallons but on the new meters in April 2024 it was 854,777 gallons.

Commissioner Roland asked about water and sewage. Mr. Boswell explained the billing with water and sewer. He stated that there is water and sewer in some of the newer subdivisions like the Groves, Hill Ridge, and Oakland. Chairman Singletary thanked Mr. Boswell for his time and asked the Board to take some time to think on this subject.

#### **COUNTY MANAGER'S MATTERS**

(A) Updates on County projects.

County Manager Christi Dockery discussed ongoing projects in the County: (1) New York Road bridge repair project has been completed; (2) the Oakland Library roof repair has been completed; (3) the road resurfacing projects are on-going; and (4) the engineering of the Coston Road paving project is in progress.

(B) Consideration to approve repairs to the parking lot of the Main Street Governmental Building. HANDOUT

Commissioner Roland made the **MOTION** to <u>approve</u> repairs to the parking lot of the Main Street Governmental Building from <u>Blackout Sealcoating</u> for \$11,956.70 to come from <u>General</u> funds. Commissioner Walls seconded the **MOTION**. The **MOTION** was unanimous with Commissioner Guarnieri and Commissioner Mathis voting yea.

(C) Consideration to approve a short-term lease for property located at 103 Laramore Road for the use of a Fire Substation and Polling Place.

This lease would have an effective term of January 1, 2024 – May 30, 2024. County Attorney Jimmy Skipper stated that this would cover through the May 21 Election. Election Director Veronica Johnson added that there was no lease from 2008-2013 and it is up to the Board if they would like a lease now.

Commissioner Mathis made the **MOTION** to <u>approve</u> a short-term lease for property located at 103 Laramore Road for the use of a Fire Substation and Polling Place to expire May 31, 2024. Commissioner Walls seconded the **MOTION**. The **MOTION** was unanimous with Commissioner Guarnieri and Commissioner Roland voting yea.

- (D) Consideration to approve a purchase agreement for property located at 103 Laramore Road.

  Commissioner Roland made the MOTION to approve a purchase agreement for property located at 103 Laramore Road at a cost of \$17,500.00 to come from General funds. Commissioner Walls seconded the MOTION. The MOTION was unanimous with Commissioner Guarnieri and Commissioner Mathis voting yea.
- (E) <u>Consideration to approve an Intergovernmental Agreement with the Secretary of State's Office.</u>
  Elections Director Veronica Johnson stated that this agreement is for storage of Elections equipment and is the same agreement as was completed last year.

Commissioner Roland made the **MOTION** to <u>approve</u> an Intergovernmental Agreement with the Secretary of State's Office. Commissioner Mathis seconded the **MOTION**. The **MOTION** was unanimous with Commissioner Guarnieri and Commissioner Walls voting yea.

#### **COMMISSIONER'S MATTERS**

- (A) <u>Discussion of 2024 Local Road Assistance Administration funds (LRA) and potential projects.</u> Chairman Singletary stated that approximately \$855,000.00 is available but the application is due by June 15, 2024. Commissioner Walls mentioned Grave Springs Road. The Board stated that they would bring roads to the May 28 meeting.
- (B) Consideration to approve hiring Phillips Consulting to put out an RFP to thin timber on the 100 acres. Commissioner Roland made the MOTION to approve hiring Phillips Consulting to put out an RFP to thin timber on the 100 acres at a cost of \$591.20 to come from General funds. Commissioner Mathis seconded the MOTION. The MOTION was unanimous with Commissioner Guarnieri and Commissioner Walls voting yea.

#### **UNFINISHED BUSINESS**

#### (A) Discussion of Lumpkin Road East.

Stormwater Engineer Mike Talley of Flint River Consulting addressed the Board regarding Lumpkin Road East. Mr. Talley stated that there is currently no standing water today after the large amount of rainfall we have had recently. The water table is currently down, therefore, it absorbed the majority of the recent rainfall. Mr. Talley noted that with more continued rainfall, the problem will still be there and has not gone away. As discussed at a previous meeting, the dam is currently down, however, the owners are discussing repairing it.

Commissioner Roland asked about getting a pump and pumping the water into the nearby creek. Mr. Talley responded that is something that can be looked into, however, it does have some drawbacks. The pumps would not keep up with the rainfall and would work best for pumping the water afterwards. They do tend to bind up due to debris, meaning a force main would be needed. Any damage during the event would still happen with these pumps, it would just prevent the water from sitting there. Problems with this pump could be loss of power and the possibility of binding with debris meaning Public Works would need to regularly check the grates possibly before, during, or even after storms, causing a manpower issue. Mr. Talley stated that the County would possibly need two pumps in the event of one pump failing, there would be another. Mr. Talley said that sizing and pricing can be looked into.

He noted that maintenance is very important because if you don't maintain the pumps they can fall apart very quickly due to not being able to handle big debris load. Mr. Talley said that this is something that can be done, if the Board would like to see. He said that another option would be laying the force main dry pipe down now and quick connect, so if water is there, it can be excavated out of the area quickly. This water would go in the County right-of-way where a AG pump could pump it down. Mr. Talley reiterated that this is helping after the event, so any damage done during the event is not preventable.

Commissioner Mathis asked if that is a way of saying it won't work. Mr. Talley responded by saying to prevent damages, it won't work. Chairman Singletary added that he is unsure about every event, but over the last couple of days with the large amounts of rainfall, it doesn't all soak in to the ground. Mr. Talley agreed that there have been those types of events, especially from the nearby fields, and it usually depends on what time of the year these events occur on how extensive it is.

Mr. Talley said that the pumps would be more affordable and it would just need to be understood that this is to help after a storm event, there is no guarantee of protecting or fixing property. This is just to help drain the standing water after a storm event. There is benefit with using this device but it is not necessarily solving the problem. The two different options in this scenario is the whole station or the quick connect. The quick connect is something County staff currently knows how to do as it is done with various ponds.

Commissioner Roland asked if the water starts at the road and then travels to the citizen's house. Mr. Talley responded it ponds at the road, but the citizen gets a majority of water from the farm fields behind their property. Commissioner Roland asked if building a new holding pond with a pump would help, Mr. Talley stated the problem with doing that is it cannot pump fast enough due to how fast the rainfall is. Although, it can help and this has been proposed in other various locations.

Chairman Singletary asked if they don't repair the dam, if it changes the limitations that were set. Mr. Talley responded yes it does but that would be hoping they did not repair the dam. If they did not repair the dam, then ditches could be dug and there would be no reason that would not work. Commissioner Roland asked that the best solution is to run piping down the road, place a pump, and pump it down. Mr. Talley responded it would be the most cost effective way, but it needs to be understood that this will help after the storm event and not during.

#### **COUNTY ATTORNEY'S MATTERS**

NONE

#### EXECUTIVE SESSION

#### NONE

#### **PUBLIC FORUM**

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

Paul Clayton – State of Old Leslie Road

Sam Johnson - State of Old Leslie Road

Chairman Singletary asked if anyone else would like to speak.

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

#### **ANNOUNCEMENTS**

- (A) In honor of National Public Works week, we would like to cordially invite all employees, their families and citizens to join us on Friday, May 24, 2024 from 1pm 4pm, for an open house at the Public Works Department, located at 759 Hwy 32 East.
- (B) The offices of the Lee County Board of Commissioners will be closed Monday, May 27, 2024 in observance of Memorial Day. County offices will reopen Tuesday, May 28, 2024 for regular business hours. Residential garbage services will be delayed one day for the rest of the week.
- (C) The next regularly scheduled County Commission Meeting is Tuesday, May 28, 2024 at 6:00pm.

#### ADJOURNMENT

Commissioner Mathis made the **MOTION** to <u>adjourn</u> the meeting. Commissioner Walls seconded the **MOTION**. The **MOTION** was unanimous with Commissioner Guarnieri and Commissioner Roland voting yea. The meeting adjourned at 7:03PM.

Facebook video link: http	s://www.facebook.com/leecountyga/vide	os/1858340767965150
		CHAIRMAN
ATTEST:COUNTY C	LEBK	

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 bappiness without sacrificing the rural agricultural tapestry.

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#### **BOARD OF COUNTY COMMISSIONERS**

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

WEDNESDAY, MAY 8, 2024 AT 12:00 P.M. T. PAGE THARP BUILDING KINCHAFOONEE CONFERENCE ROOM WWW.LEE.GA.US JOINT MEETING
BOARD OF COMMISSIONERS
DEVELOPMENT AUTHORITY
UTILITES AUTHORITY

#### COUNTY COMMISSIONERS

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

#### **COUNTY STAFF**

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

The Lee County Board of Commissioners, Development Authority, and Utilities Authority met for a Special Called Joint Meeting on Wednesday, May 8, 2024 at 12:00pm. The meeting was held in the Kinchafoonee Conference Room of the Lee County T. Page Tharp Governmental Building in Leesburg, Georgia. Those present from the Commission were Chairman Luke Singletary, Vice-Chairman Chris Guarnieri, and Commissioner Dennis Roland. Those present for the Development Authority were Greg Crowder, Al Manry, Keith Miller, Tim Davis, Bobby Donley, and David Brokamp. Those present from the Utilities Authority were Amy Addison, Art Ford, and Aaron McCulley. Staff in attendance was County Manager Christi Dockery, County Clerk Kaitlyn Good, Finance Director Heather Jones, Assistant Planning Director Amanda Nava, Chamber of Commerce Executive Director Lisa Davis, Chamber of Commerce Director of Operations Lesley Barbosa, Utilities Authority General Manager Chris Boswell, and Utilities Authority Director of Administrative Services Tricia Holmes. Also present was Consulting Engineer Kelvin Seagraves of Hofstadter and Associates.

#### CALL TO ORDER

Development Authority Chairman Greg Crowder led the invocation. Commission Chairman Luke Singletary called the meeting to order at 12:00pm.

#### 2. PRESENTATION: BOARD OF COMMISSIONERS

#### (A) Discussion of Current Projects.

County Manager Christi Dockery discussed current projects happening in Lee County including the 100 acre park, stating that concept plans have been presented and development has discussed. The County is also currently working with the Georgia Department of Natural Resources to put a boat ramp/kayak launch at the park. For the first time in the County's history, over \$5,000,000.00 (funded by LMIG, TSPLOST, and SPLOST) has been invested this year on 21 road resurfacing projects that are currently underway. Another round of resurfacing projects will take place once the 2024 LRA and 2025 LMIG funds are applied for and received. Another project also in the works is the updating of playground equipment at our neighborhood playgrounds as well as the addition of workout equipment at Pirate's Cove.

#### (B) Discussion of the Windstream Fiber Project.

Ms. Dockery discussed the Windstream project and the expansion of fiber throughout the County. Lee County has issued at least 75 permits for this project. The current estimated completion time is December 2024; although, they are not required to finish until 2026. Windstream may be broadening that expansion in the future, should additional grant funding become available.

#### (C) Discussion of the Fund Balance.

Ms. Dockery provided a summary of the current Fund Balance, stating that it fluctuates, and is higher at the beginning of the year as property taxes are due in December. Additionally, the millage rate is currently the lowest it has been since 2002. County Commission Chairman Luke Singletary added that the County is only able to keep the millage rate low because of commercial growth and development.

#### (D) Discussion of TSPLOST and SPLOST.

Ms. Dockery stated that TSPLOST II passed on the March 2024 ballot and SPLOST VIII also passed and will begin collection in October 2025. SPLOST VIII is expected to yield an estimated \$26,800,000.00. Because of a law change allowing the collection of tax on online purchases, the County was able to exceed the originally collection projection; thereby, TSPLOST has reached 109% collection (final) and SPLOST VI has reached 105% of collection. SPLOST VII will continue through September 2025, when SPLOST VIII will take over.

#### 3. PRESENTATION: DEVELOPMENT AUTHORITY

#### (A) Discussion of Current Projects.

Chamber of Commerce Executive Director Lisa Davis discussed the growth in Lee County: (1) the Grand Island recreation area is moving forward, which may spur a lot of growth in that area; (2) Stewbos has purchased the old Terry Ho factory to manufacture pizza dough, a business named Chow Chow; (3) there is one (1) 12.5 acre lot left at the industrial park; (4) there is a currently unnamed big development coming on US Hwy 19; and (5) Mavis Tire is currently under construction. Hwy 82 and Hwy 19 are the biggest growth areas right now.

#### (B) Discussion of Future Economic Development Plans.

Ms. Davis explained that sewer and water infrastructure adds interest for companies. Sewer capacity is a big issue as several projects were lost because the infrastructure was not there. Businesses have requirements and the County needs to meet those requirements in order to obtain that business. The community itself is a big attractor for business as Lee County has great schools, roads, and the ISO rating; however, there will always be competition with other communities. Development Authority Greg Crowder added that many companies looking to expand will send people into the communities to research and complete what's called a matrix, in which the community is graded on individual items. If a community scores a certain level, it may be considered for a new business location. These individuals can come back after several years.

The recent Woodgrain Millworks expansion was also discussed. The State economic development team was brought in and kicked in \$400,000.00 and wanted the County to match it. To secure the expansion, the County ran water along Hwy 82, which Woodgrain was able to tie into. This added 150 jobs and the total investment is over \$10,000,000.00. Woodgrain is increasing production of their molding and trim with this expansion. Governor Kemp recognized this project, which is a huge deal.

Utilities Authority member Arthur Ford added that industrial development/manufacturing pays a lot to a community; more so than a retail business. Mr. Crowder added that the County is a service-type business attractive community, but he doesn't know that we will ever get a large manufacturing company; the main issue being land availability and infrastructure. Mr. Kelvin Seagraves stated that he believed it could be possible as long as everyone works together.

#### (C) Information on a New Economic Development Tool, Alpha Map.

Ms. Davis gave a summary regarding the Alpha Map tool, stating that it provides an instant report on any specific property that includes aerial views, demographics, populations, household income, radius, traffic counts, business requirements, and a number of contacts for companies. This information can in turn be sent to the business representative.

#### 4. PRESENTATION: UTILITIES AUTHORITY

#### (A) Discussion of the Wastewater Treatment Plant.

Utilities Authority General Manager Chris Boswell began the discussion by stating that the Wastewater

Treatment Plant (WWTP) is 22 years old and it is currently having issues. A new UV light disinfectant system has been installed. The incoming flow is approximately 700,000 gallons and the capacity is 1 million gallons. When the WWTP was taken over in 1996, the incoming flow was at nearly 300,000 gallons. Future development, both residential and commercial will affect this flow and capacity, so that is something the County and the developers need to keep in mind.

Out of the approximate \$9 million received from the bond issuance, approximately \$5 million will go towards the WWTP. The EPD requires additional treatment at the 700,000 gallon threshold. Other major improvements to the plant will include filters, repairs, and painting. Mr. Seagraves added that the initial building of the WWTP took approximately \$4 million, whereas the projected cost of repairs is approximately \$4.6 million. The cost of materials has nearly doubled due to inflation.

Commission Chairman Luke Singletary asked if it was more feasible to expand the current WWTP or build an additional one in a different location. Mr. Seagraves stated there are pros and cons to both. It would be great to have two (2) plants; however, additional personnel will be necessary to man both treatment plants. New operators will soon be needed just for the one (1) plant they have currently. The cost to complete an additional plant would be approximately \$20 million. Most sewer usage is commercial as sewer is not available in most residential areas.

Utilities Authority member Amy Addison added that their system is funded by revenue from the customers as they are not eligible for many grants and have maxed out some grants. If growth is needed in the system, the Utilities Authority is going to need help. Mr. Boswell added that rates increased \$1.00 last year and they will need to be increased again this year. Nearly half of the Utilities Authority departmental budget is dedicated to debt services.

The sewer capacity must be safeguarded for any future commercial or industrial development. A way to do this would be to limit the consumers of sewer. Sewer is located primarily on Hwy 19 and Hwy 82, which conveniently is the location of much commercial development. Commission Chairman Luke Singletary stated that the Board of Commissioners could do a resolution to support this and provide direction. Mr. Boswell stated that the Utilities Authority may need help from the Board of Commissioners in funding the expansion. In the event of a major development, the State would step in and assist if necessary.

#### (B) Discussion of Meter Project.

Mr. Boswell summarized the meter replacement project by stating that the Utilities Authority has been working to replace old meters around the County. While a meter's life is usually around 20 years, the current meters are around 25 years old. Updating the meters has shown major changes in the reported usage and billing in certain areas. These new meters help to give a more accurate reading, which helps customers be accurately billed. The Utilities Authority has spent around \$2 million on this project.

Utilities Authority Director of Administrative Services Tricia Holmes continued discussing the project, adding that to follow State regulations, backflow preventers have also been installed on the meters. There are three (3) phases to this project and Phase I included putting in the infrastructure to go from manual readings (i.e. towers and poles) and will be completed at the end of next month.

Ms. Holmes stated that with the meters come new technology that is proving very beneficial. The Authority is currently less than 200 meters away from having fully electronic meters, which will completely eliminate the need for personnel to physically go around reading meters. The new meters come with a 20 year warranty.

Phase III involves the meters the Utilities Authority already has; about 15 years ago, the Authority implemented a drive by system, thereby, so every meter that is 15 years old or older is accurate on the new system. Only about 2000 meters will require a drive by when the project is done and as soon as funding becomes available they will move into the next phase. Ms. Holmes added that after June 14, approximately half of the County's meters will be new, but stated that second half is less than 10 years old. It would take an approximate additional \$815,435.90 to finish all of the meters.

#### (C) Discussion of Five (5) Year Water and Sewer Expansion Project.

Mr. Boswell and Mr. Seagraves summarized the presented five (5) year plan, which involved expansion of water and sewer lines, a new well, and updates to the WWTP, stating that the amounts required for these projects were staggering.

The Utilities Authority spent \$1 million for the well in 2021 and are currently serving 19,000 people with water. Mr. Boswell stated that they need to put in another well as soon as possible and Mr. Seagraves stated that estimated cost would be around \$3.4 million. The oldest wells were drilled in 1994.

County Manager Christi Dockery added that there is allocated funds available in SPLOST for the Utilities Authority and mentioned the grant from Sanford Bishop's office. Mr. Boswell confirmed a representative from that office had been down. The Utilities Authority can install sewer lines with this grant on Hwy 19. Most water and sewer consumption is on Hwy 82. If a well is placed on the East side of the County, where the water is, additional water lines may be necessary. Mr. Boswell added that Hwy 82 is in good shape and Hwy 19 currently has blind spots.

At the close of the meeting, those present agreed that this type of joint meeting needs to happen more regularly.

#### **PUBLIC FORUM**

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

No citizens took part in the Public Forum.

#### ANNOUNCEMENTS

(A) The next regularly scheduled County Commission Meeting is Tuesday, May 14, 2024 at 6:00pm.

#### ADJOURNMENT

The meeting adjourned at 1:50 PM.

CHAIRMAN
CHAIRMAN

ATTEST:

#### COUNTY CLERK

Lee County is a thriving subrant 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



#### MEMORANDUM LEE COUNTY BOARD OF COMMISSIONERS

Life works well here.

TO:

Honorable Board of County Commissioners

SUBJECT:

Employee Years of Service Recognition

MEETING DATE:

Tuesday, May 28, 2024

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

5 years: Adron Bennett - Firefighter/EMT

5 years: Dudley Guerrero – Lieutenant Firefighter/AEMT 15 years: Marcia Brooks – Lieutenant Detention Officer

25 years: Jason Scott - Property Appraiser

#### Existing Chart Sec. 70-84

Lot Area Where Accessory Building is Proposed	Maximum Number of Accessory Buildings	Maximum Total Floor Area For All Buildings
Up to 21,780 square feet	3	600 square feet
21,781 to 43,560 square feet	3	800 square feet
43,561 or more square feet (1 acre)	5	1,500 square feet, plus 500 square feet for each additional 43,560 square feet of lot area, not to exceed a total of 5,000 square feet of floor area

#### STAFF PROPOSAL

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

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

Lot Area Where Accessory Building is Proposed	Maximum Number of Accessory Buildings	Maximum Total Allowable Floor Area For All Accessory Buildings
Up to 21,780 square feet	3	600 square feet
21,781 to 43,560 square feet	3	1,000 square feet
43,561 square feet to 5 acres	5	1,000 square feet for the first acre, plus 500 square feet for each additional ½ acre, not to exceed a total of 5,000 square feet of floor area.
5 acres to 25 acres	5	5,000 square feet for the first five acres, plus 250 square feet for each additional acre, not to exceed a total of 10,000 square feet of floor area.*
25 acres or more	5	The maximum total allowable floor area shall be determined in accordance with AG-1 requirements; see Sec. 70-314 Area, Height and Placement requirements for AG-1 zoning. All requirements of Sec. 70-314 shall be met for total allowable floor area of all accessory buildings to exceed 10,000 square feet.*

<sup>\*</sup>Accessory building setback and potential buffer requirements shall be subject to approval by the Planning Director or his/her designee.

#### STAFF PROPOSAL

SO ORDAINED effective this	day of	_, 2024.
	Board of Commissioners of Lee County, Georgia	S
	By: Luke Singletary, C	Chairman
	Attest: Kaitlyn Good, Co	unty Clerk
	ACTION TAKEN	
FIRST READING:		
SECOND READING:		
DATE OF ADOPTION:		

#### PLANNING COMMISSION PROPOSAL

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

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

Lot Area Where Accessory Building is Proposed	Maximum Number of Accessory Buildings	Maximum Total Allowable Floor Area For All Accessory Buildings
Up to 21,780 square feet	3	600 square feet
21,781 to 43,560 square feet	3	1,000 square feet
43,561 square feet to 5 acres	5	1,000 square feet for the first acre, plus 750 square feet for each additional ½ acre, not to exceed a total of 7,000 square feet of floor area.
5 acres to 25 acres	7	7,000 square feet for the first five acres, plus 250 square feet for each additional acre, not to exceed a total of 12,000 square feet of floor area.*
25 acres or more	7	The maximum total allowable floor area shall be determined in accordance with AG-1 requirements; see Sec. 70-314 Area, Height and Placement requirements for AG-1 zoning. All requirements of Sec. 70-314 shall be met for total allowable floor area of all accessory buildings to exceed 12,000 square feet.*

<sup>\*</sup>Accessory building setback and potential buffer requirements shall be subject to approval by the Planning Director or his/her designee.

#### PLANNING COMMISSION PROPOSAL

SO ORDAINED effective th	nis, 2024.
	Board of Commissioners of Lee County, Georgia
	By: Luke Singletary, Chairman
	Attest: Kaitlyn Good, County Clerk
	ACTION TAKEN
FIRST READING:	
SECOND READING:	
DATE OF ADOPTION:	

#### **Development Authority of Lee County**

District	Name & Address	Phone & Email	Term	Appointing Authority
2 05/31/2020	Tim Davis 230 West Doublegate Drive Albany, GA 31721	tim@dfdpclaw.com	4 Year Term Expiring on 05/31/2024	County
3 05/31/2016	Bobby Donley 402 Wiregrass Way Albany, GA 31721	bdonley@lanier-engineering.com	4 Year Term Expiring on 05/31/2024	County
2 05/31/2016	Phil Franklin 270 Sportsman Club Road Leesburg, GA 31763	phil.franklin@colonybank.com	4 Year Term Expiring on 05/31/2024	County
2 05/31/2016	Al Manry 517 Jordan Road Leesburg, GA 31763	amanry@eheritagebank.com	4 Year Term Expiring on 05/31/2024	County
1 05/31/2022	Keith Miller 136 Springdale Drive Leesburg, GA 31763	kmiller@oxfordconstruction.com	4 Year Term Expiring on 05/31/2026	County
2 05/31/2022	Dr. Jason Miller 104 Marian Court Leesburg, GA 31763	millerja@lee.k12.ga.us	4 Year Term Expiring on 05/31/2026	County
5	David Brokamp Vice-Chairman 137 Creekridge Drive Leesburg, GA 31763		4 Year Term Expiring on 05/31/2026	County
2 05/31/2014	Greg Crowder Chairman 791 Lovers Lane Road Leesburg GA 31763		4 Year Term Expiring on 05/31/2026	County

Members are required to be Lee County citizens. Meetings are held on an as needed basis at the Chamber of Commerce Office, 106 North Walnut Ave Leesburg, GA 31763.

#### Lisa Davis

Development Authority Director

Email: ldavis@lee.ga.us; Phone: (229) 759-2422; FAX: (229) 759-9224

Staggered four year terms

#### DIVINE FINNEY DAVIS, PC

A PROFESSIONAL CORPORATION

ATTORNEYS AT LAW 600 N. JACKSON STREET ALBANY, GEORGIA 31701

W. DOUGLAS DIVINE FRED T. FINNEY TIMOTHY O. DAVIS 600 NORTH JACKSON STREET STREET ZIP CODE 31701 TELEPHONE (229) 883-1610 FACSIMILE (229) 883-1647 E-MAIL tim@dfdpclaw.com

May 21, 2024

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

Re: Reappointment to the Lee County Development Authority Board

Dear Commissioners:

I would like to take this opportunity to express my interest in continuing to serve the citizens of Lee County by being considered for reappointment to the Board of the Lee County Development Authority.

Thank you for this opportunity to serve.

Sincerely,

Timothy O. Davis

TOD/cb

cc: Ms. Lisa Davis

May 16, 2024

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

RE: Reappointment to the Lee County Development Authority Board

Dear Commissioners:

I would like to take this opportunity to express my interest in continuing to serve the citizens of Lee County by being considered for reappointment to the board of the Lee County Development Authority.

Sincerely,

**Bobby Donley** 

May 17, 2024

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

RE: Appointment to the Lee County Development Authority Board

Dear Commissioners:

I would like to take this opportunity to express my interest in serving the citizens of Lee County by being considered for appointment to the board of the Lee County Development Authority.

Sincerely,

William J. (Joev) Kirksey II

May 16, 2024

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

RE: Reappointment to the Lee County Development Authority Board

Dear Commissioners:

I would like to take this opportunity to express my interest in continuing to serve the citizens of Lee County by being considered for reappointment to the board of the Lee County Development Authority.

Sincerely,

Albert E. Manry III

## Tax Assessors Board Phone & Email Term Appoint Author

District	Name & Address	Phone & Email	Term	Appointing Authority
3 08/31/2018	Timothy Sumners 271-C Crotwell Road Leesburg, GA 31763		3 Year Term Expiring on 08/31/2025	County
1	Bobbie Yandell 85 Senah Drive Leesburg, GA 31763		3 Year Term Expiring on 05/31/2024	County
1 05/31/2000	Chuck Gee 138-F Uncle Jimmy's Lane Leesburg, GA 31763		3 Year Term Expiring on 05/31/2026	County

Members must be Lee County citizens.

Board meetings are held on the second Monday of each month at 4:00 PM at the Tax Assessor Office, 104 Leslie Highway, Suite B, Leesburg, GA 31763.

Chief Appraiser

Phone: (229) 759-6010; FAX: (229) 759-6382

Website: www.qpublic.net/ga/lee/

• Board Members: paid \$150/monthly

\*See RES 2018-23\*

#### **Kaitlyn Good**

Subject:

FW: LC board appointment

From: Richard Brown [mailto:rbrown@brownmcdaniel.com]

Sent: Friday, December 29, 2023 9:23 AM To: Payton Harris < payton.harris@lee.ga.us>

Subject: LC board appointment

Payton,

I just realized that my partner currently conducts the audit of the Development Authority and this which would create a conflict if I were on the board so please remove my name from its consideration.

I would however consider appointment to the board of Tax Assessors if needed. Thank you RB

Richard H. Brown, CPA Brown & McDaniel CPA's, LLC 414 N. Westover Blvd, Suite E PO Box 71705 Albany, GA 31708-1705 (229) 883-6262

Bobbie Yandell 85 Senah Dr Leesburg, GA 31763

May 16, 2024

Christi Dockery 102 Starksville Avenue North Leesburg, GA 31763

RE: Reappointment to the Lee County Tax Assessors Board

Dear Ms. Dockery,

My current term with the Lee County Tax Assessors Board ends on May 31, 2024. I would like to continue to serve on the board and would like to request the Board of Commissioners to consider appointing me for an additional term.

Sincerely,

Bobbie Yandell

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#### **MEMORANDUM**

### LEE COUNTY BOARD OF COMMISSIONERS

TO:

Honorable Board of County Commissioners

SUBJECT:

County Updates

#### **ADA Compliant Website**

• NTS currently working on the Website

#### Agricultural/ Recreation Complex

- Located on 100 acres on Leesburg Bypass 231 State Route 3
- Proposed plans provided July 29, 2020
- Resolution adopted and lease agreement signed on September 22, 2020 with Georgia Department of Natural Resources for a Boat Ramp
  - o Renewed January 11, 2022
  - o Estimated Start Date: Fall 2023
  - O 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
  - O Engineering design began in January 2023
  - An Environmental study will be conducted in the next few weeks

#### Improvements to the Property

- o Renovation of Covered Building: New roof, fresh paint, picnic tables, electrical system, well
- Bobby Donley, Lanier Engineering, provided proposed site plan
  - Proposal submitted to the BOC for review
- Trails: ¾ mile walking trail that runs along a 46 foot high ridgeline above the Kinchafoonee Creek and has a seasonal view of the waterway
  - Eight (8) picnic tables as well as a number of trash cans have been placed along this trail
    on the creek side
  - Directional signs for the area ordered (i.e. Parking, No Parking, trail markers, boundary signs, etc.)

#### • Future Improvements

- Define the location of the road
- Grade and place compacted crushed stone GAB/recycled asphalt on the area on top of the ridgeline for a parking area
- O Placing a gate at the trailhead so that the area can be closed to public for safety during high water
- Planning/Designing Committee created by the Board at the May 11, 2021 meeting
  - Committee Members: Art Ford, Tim Sumners, Tom Sumners, Bobby Donley, Lisa Davis, David Dixon, Judy Powell, Rick Muggridge, Commissioner Luke Singletary, County Manager Christi Dockery, Parks & Recreation Director Jeremy Morey
    - Meetings: June 14, 2021, November 15, 2021, January 11, 2022
  - Staff is working with a local engineering firm to develop a plan
- Professional Services Agreement with Lose Designs approved and signed on August 8, 2023
- Onsite meeting held Friday, September 15, 2023
- Concept plan meeting held Friday, February 2, 2024

- Final plans presented to BOC on March 12, 2024
  - To be completed in phases
  - Includes: Multipurpose building, tennis courts, pickleball courts, RV campsite, walking and cross country trail, pavilions, amphitheater, practice fields, and a flexible lawn area
- Next Step: Development of bid documents for construction

#### Bicentennial Anniversary - June 9, 2025

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

#### Census Numbers (2020)

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

#### Commercial Land Development Permits

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

#### DeSoto Solar Project

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

#### **GEMA**

- GEMA representatives will be working with local government, businesses, and citizens to create a
  Disaster Recovery and Redevelopment Plan
  - O There will be at least three stakeholder meetings
- Consists of a zero-cost match
  - First meeting was held in the Kinchafoonee Room on Friday, April 26, 2024
    - A representative from the County and from the school system was in attendance

- The City of Leesburg was also invited but was not in attendance
- Next meeting will be held Tuesday, June 25, 2024

#### GIS

Implemented Pictometry

#### Road Layer

Including road width, length, and speed limits

#### **Utilities Mapping Project**

- Purpose: To map all utilities in Lee County
  - Includes water mains, water valves, <u>water towers</u>, <u>fire hydrants</u>, sewer lines, <u>sewer manholes</u>, <u>sewer pump stations</u>, fiber, gas, telephone, etc. as well as feature type, pipe size, pipe material, valve size
     Also mapping greenspace, stormwater holding ponds, Hazard Mitigation lots, etc.
- Goal: To have an internet map in ArcGIS Online where utility workers can view utility maps on a tablet in the field

#### LMIG Funds

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

#### LRA Funds

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

#### Main Street Governmental Building Parking Lot Project

- BOC awarded the project to Blackout Sealcoating on May 14, 2024 for \$11,956.70
- Repair of the parking lot of the Governmental Building located on Main Street that houses the Environmental Health, USDA, and UGA County Extension offices
- Notice of Award sent May 20, 2024
  - Awaiting paperwork from vendor

#### New York Road Bridge Repair

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

#### Playground Upgrades

- Pirates Cove
  - o New exercise equipment has been purchased for Pirates Cove Nature Park
  - O Zane Grace Construction to install a 48x48x6 concrete pad
    - BOC awarded project on May 14, 2024 for \$20,493.00
    - Notice of Award sent May 20, 2024
    - Notice to Proceed sent May 21, 2024

#### • Callaway Park and Springdale Park

- Additional playground equipment has been purchased with SPLOST
- o Equipment is being installed

#### Sidewalks

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

#### Smithville Road Bridge

- Georgia Department of Transportation, GDOT, plans to replace the bridge over the Muckaloochee Creek on Smithville Road
- Construction and Maintenance Easements received from adjoining property owners and recorded
- Estimated Start Date: August 15, 2024
  - O Detour will be implemented during this construction as bridge will be closed to thru traffic
  - Estimated completion date: January 7, 2025

#### **Speed Limit Ordinance**

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

#### SPLOST VII

- Collection Period: October 1, 2019 September 30, 2025
- Ballot amount: \$20,825,603.00
  - Current collection: \$21,429,270.00 as of April 2024 (1.03%)

#### SPLOST VIII

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

#### Stocks Dairy Cross Drain Pipe Repair

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

#### Storm Drainage Repair/ Holding Ponds

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

#### **TSPLOST**

- Collection Period: April 1, 2019 March 31, 2024
  - o Ballot amount: \$16,995,017.00
  - Final collection: \$18,894,449.38 as of April 2024 (111%)

#### TSPLOST II

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

#### Telecommunications Tower

- To be located at the Smithville Fire Station
- Partnering with Motorola
- Conditional Use and Variance: Approval recommendation from the Planning Commission on May 2, 2024 and approved by the BOC on May 14, 2024 following a Public Hearing
- Estimated Completion: July 2024

#### **Utilities Authority**

- SAG Well Grant \$1,200,000.00
- The funding would be used to improve the reliability and redundancy of Lee County's drinking water supply by providing a 1.0 million gallon per day well and treatment facility to provide safe, reliable, and potable drinking water
- The drinking water supply will allow the community to avoid lapses in service during peak water usage months and allow the drinking water to be treated to EPA standards

#### Westover Extension

- GDOT project DARTS support
- Will connect Westover Road and Ledo Road at Capstone Connector
- Oxford Construction Company awarded bid from GDOT
  - Project ongoing
- Staff is working with GDOT and DARTS on signal and safety issues for Ledo Road intersection
- <u>Estimated Completion Date</u>: December 2024
- Discussions with GDOT regarding a traffic study and signal installation ongoing
- GDOT committed to conducting a traffic study of this intersection once the project is completed

#### Windstream - Kinetic Fiber Installation

- Kinetic staff is currently staking installation areas throughout the County
- Engineering design is expected to be completed by January 2024
- Crews will begin fiber installation in early 2024 with anticipated completion of over 4,234 underserved properties by the end of 2026
- Project is required to be completed by 2026 with minimum speeds of 100 Mbps download and 100 Mbps upload
- Funding for this project includes:
  - Grant award from Georgia's State & Local Fiscal Recovery Funds \$12,541,241.00
  - Kinetic funding of \$7,337,804.00 with Lee County's match of \$1,200,000.00
  - ARPA funding
  - O Total Investment: \$21,079,046.00
  - Groundbreaking held Wednesday, February 7, 2024 at Oakland Court
  - o 75 permits issued

#### RFPs and RFQs

#### **Open**

No RFPs or RFQs are currently open.

#### Recently Awarded

#### Coston Road Paving Project

- Approved by BOC at September 26, 2023 meeting
- Pre-Bid Meeting: November 16, 2023

- Re-published February 2024
- Pre-Bid Meeting: March 14, 2024
- Bid Opening: April 4, 2024
- BOC awarded the bid to Advanced Engineering Services on April 9, 2024 for \$49,800.00
- April 10, 2024: Notice of Award
- April 25, 2024: Notice to Proceed

#### Road Resurfacing Projects (including LMIG 2024)

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

#### **Future**

#### Painting for the Interior of the Tharp Building

- ARPA funds expenditures approved by BOC at April 23, 2024 meeting
- Staff writing RFP documents
- Projected Bid Opening: June 2024

#### Flooring for the Interior of the Tharp Building

- Approved by BOC at April 27, 2021 meeting
- ARPA funds expenditures approved by BOC at April 23, 2024 meeting
- Staff writing RFP documents
- Projected Bid Opening: June 2024

#### Renovation of the E-911 Center

- Approved by BOC at April 23, 2024 meeting
- Staff writing RFP documents
- Projected Bid Opening: July 2024

#### Expansion of the Public Works Office Building

- Approved by BOC at April 23, 2024 meeting
- Staff writing RFP documents
- Projected Bid Opening: July 2024

#### Sewer Extension on Hwy 19

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

#### Fencing

- Approved by BOC at April 25, 2023 meeting
- Staff writing RFP documents
- To be placed at several County facilities
- Projected Bid Opening: TBD

#### LED Lighting in the Fire Stations

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

#### LED Lighting in all County Buildings

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



PO Box 71143, Albany, GA 31708 (229) 869-4241

# PROFESSIONAL SERVICES AGREEMENT

PROJECT: CLIENT: CONTACT: ADDRESS: TELEPHON	Lee County Christi Dockery – County Manager 102 Starksville Ave., North, Leesburg, C	GA 31763			
SCOPE: Th	ne intent of this Agreement is for Flint River ( s described in Exhibit A.	ver Consulting, LLC (FRC) to provide consulting services			
SUPPORT pe	INFORMATION: CLIENT will provide surversonnel as required to complete the Scope.	ey, documentation, reports, and access to Client's			
se	ONS: Services not set forth above as Scope ervices. FRC assumes no responsibility to place exclusions listed in Exhibit A.	are specifically excluded from the scope of FRC's erform any services not specifically listed in Scope.			
FEES: Bi	ASIC SERVICES: For services described in E illed in twelve (12) equal monthly invoices.	xhibit A, the Lump Sum Fee is \$20,000, and shall be			
is re	to a self-cally included in Scope of work	outhorized by the CLIENT and provided by FRC which as defined above. ADDITIONAL SERVICES shall be or items provided in-house, or direct expenses times			
R	RETAINER for this project is not required.				
TERMS:	9.				
SCHEDUL	CHEDULE: The proposed services shall begin upon Notice to Proceed.				
Lee Coun	nty Board of Commissioners	Flint River Consulting, LLC (FRC)			
Ву:		Ву:			
Title:		Title:			
Data:		Date:			

Date: \_

# EXHIBIT A - SCOPE OF WORK

#### NPDES Permit:

- Assist Lee County personnel in complying with Lee County's NPDES stormwater permit to include:
  - a. Completing required permit tasks
  - b. Directing County staff on specific permit required tasks
  - c. Performing required field inspections of outfalls and drainage collection system
  - d. Preparing the required Annual Report
  - e. Updating the Board of Commissioners on permit activities throughout the year

#### **Exclusions:**

- If an engineering issue is identified that cannot be reasonably accomplished under one of the above scope items, a scope and fee to investigate/design/study the issue will be provided to the County
- Specific study areas or projects not covered in the above scope items would qualify as a standalone contract and would not be considered part of this Engineering Services agreement
- 3. Any areas identified by the engineer as outside his field of study would not be considered part of this Engineering Services agreement
- 4. Expert witness testimony would not be considered part of this Engineering Services agreement

# **Exhibit B**

# Flint River Consulting, LLC 2024 Standard Hourly Rates

	Hourly		
Engineering/Landscape Architecture/ROW	Billing Rate		
Project Manager	\$180		
Senior Engineer	\$200		
Clerical	\$40		

#### TERMS OF THE AGREEMENT

as provided herein.

#### 1. NOTICE TO PROCEED

FRC Receipt of signed Agreement and retainer from CLIENT shall be construed as authorization for FRC to proceed with the work, unless otherwise provided for in the authorization. If CLIENT does not authorize these professional services within 60 days of FRC offer of services, this offer is void.

#### 2. HOURLY RATES

FRC's Standard hourly rates are indicated in an attached exhibit. FRC reserves the right to adjust these rates for future calendar years.

#### 3. DIRECT EXPENSES

FRC's Direct Expenses shall be those costs incurred on or directly for the CLIENT's Project, including but not limited to necessary transportation costs including mileage at FRC's current rate when its, or its employee's, automobiles are used, meals and lodging, laboratory tests and analyses, computer services, word processing services, telephone, printing and binding charges. Reimbursement for these expenses shall be on the basis of actual charges plus 10% when furnished by commercial sources and on the basis of usual commercial charges when furnished by FRC.

#### 4. RETAINER, PAYMENT, SUSPENSION

As stated under "FEES" the CLIENT shall make an initial payment as a retainer, upon execution of this Agreement. The retainer shall be held by FRC and shall be applied against the final invoice. Monthly invoices will be issued by FRC for all work performed under the terms of this agreement. Invoices are due and payable on receipt and shall be considered past due if not paid within 30 calendar days. Interest at the rate of 11/2% per month will be charged on all past due amounts, unless not permitted by law, in which case, interest will be charged at the highest amount permitted by law. If the CLIENT is in breach of the payment terms or otherwise is in material breach of this Agreement, FRC may suspend performance of services upon five (5) days notice to the CLIENT, FRC shall have no liability to the CLIENT, and the CLIENT agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this Agreement by the CLIENT. Upon receipt of payment in full of all outstanding sums due from the CLIENT, FRC shall resume services. If FRC's services are suspended for more than ninety (90) days, consecutive or in the aggregate, FRC may terminate this Agreement.

#### 5. COLLECTION COSTS

If the CLIENT fails to make payments when due and FRC incurs any costs in order to collect overdue sums from the CLIENT, the CLIENT agrees that all such collection costs incurred shall immediately become due and payable to FRC. Collection costs shall include, without limitation, legal fees, collection agency fees and expenses, court costs, collection bonds and reasonable FRC staff costs at standard billing rates for the time spent in efforts to collect. This obligation of the CLIENT to pay FRC's collection costs shall survive the term of this Agreement or any earlier termination by either party.

#### 6. TERMINATION

Either CLIENT or FRC may terminate this authorization by giving not less than five (5) days written notice to the other party. In such event CLIENT shall within fifteen (15) days of termination pay FRC in full for all work previously authorized and performed prior to effective date of termination. If no notice of termination is given, relationships and obligations created by this Authorization shall be terminated upon completion of all applicable requirements of this Authorization.

#### 7. OUTSIDE SERVICES

When technical or professional services are furnished by an outside source, when approved by CLIENT, an additional amount shall be added to the cost of these services for FRC's administrative costs,

#### 8. ASSIGNMENT

Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party. Subcontracting to subconsultants normally contemplated by FRC shall not be considered an assignment for purposes of this Agreement.

#### 9. DESIGN WITHOUT CONSTRUCTION PHASE SERVICES

It is understood and agreed that FRC's Basic Services under this Agreement do not include project observation or review of the Contractor's performance or any other construction phase services, and that such services will be provided for by the CLIENT. The CLIENT assumes all responsibility for interpretation of the Plans and Contract Documents and for construction observation and the CLIENT waives any claims against FRC that may be in any way connected thereto. In addition, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless FRC, its officers, directors, employees and subconsultants against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the performance of such services by other persons or entities and from any and all claims arising from modifications, clarifications, interpretations, adjustments or changes made to the Contract Documents to reflect changed field or other conditions, except for claims arising from the sole negligence or willful misconduct of the Engineer. If the Client requests in writing that FRC provide any specific construction phase services, and if FRC agrees in writing to provide such services, then FRC shall be compensated for such as Additional Services.

#### 10. PROFESSIONAL STANDARDS

In providing services under this Agreement, FRC will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. FRC makes no other warranty, express or implied, as to its professional services rendered under this Agreement.

#### 11. LIMITATION OF LIABILITY

To the fullest extent permitted by law, and not withstanding any other provision of this Agreement, the total liability, in the aggregate, of FRC and FRC's officers, directors, partners, employees and subconsultants, and any of them, to the CLIENT and anyone claiming by or through the CLIENT, for any and all claims, losses, costs or damages, including attorneys' fees and costs and expertwitness fees and costs of any nature whatsoever or claims expenses resulting from or in any way related to the Project or the Agreement from any cause or causes shall not exceed the total compensation received by FRC under this Agreement. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

#### 12. MEDIATION

In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the CLIENT and FRC agree that all disputes between them arising out of or relating to this Agreement or the Project shall be submitted to nonbinding mediation unless the parties mutually agree otherwise. The CLIENT and FRC further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the Project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with their subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between the parties to all those agreements.

#### 13. LEGAL EXPENSES

In the event of any litigation arising from or related to this Agreement or the services provided under this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs incurred, including staff time, court costs, attorneys' fees and all other related expenses in such litigation. In the event of a non-adjudicative settlement of litigation between the parties or a resolution of a dispute by arbitration, the term "prevailing party" shall be determined by that process. In the event legal action is necessary to enforce the payment terms of this Agreement, FRC shall be entitled to collect from the CLIENT any judgment or settlement sums due, plus reasonable attorneys' fees, court costs and other expenses incurred by FRC in connection therewith and, in addition, the reasonable value of FRC's time and expenses spent in connection with such collection action, computed according to FRC's prevailing hourly rates and expense policies.

#### 14. CONTRACTOR AND SUBCONTRACTOR CLAIMS

The CLIENT agrees, to the fullest extent permitted by law, to limit the liability of FRC and FRC's officers, directors, partners, employees and subconsultants to all construction contractors and subcontractors on the Project for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert witness fees and costs, so that the total aggregate liability of FRC and FRC's subconsultants to all those named shall not exceed FRC's total fee for services rendered on this Project. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising unless otherwise prohibited by law.

#### 15. OWNERSHIP OF INSTRUMENTS OF SERVICE

All reports, drawings, specifications, computer files, field data, notes and other documents and instruments prepared by FRC as instruments of service shall remain the property of FRC. FRC shall retain all common law, statutory and other reserved rights, including the copyright thereto.

## 16. INFORMATION PROVIDED BY OTHERS

The Client shall furnish, at the Client's expense, all information, requirements, reports, data, surveys and instructions required by this Agreement. FRC may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof.

#### 17. ENGINEER'S OPINION OF PROBABLE COST

In providing opinions of probable cost, the CLIENT understands that FRC has no control over the cost or availability of labor, equipment or materials, or over market conditions or the Contractor's method of pricing, and that FRC's opinions of probable cost are made on the basis of professional judgment and experience. FRC makes no warranty, express or implied, that the bids or the cost of the work will not vary from the opinion of probable cost.

## 18. CERTIFICATIONS, GUARANTEES AND WARRANTIES

FRC shall not be required to sign any documents, no matter by whom requested, that would result in FRC's having to certify, guarantee or warrant the existence of conditions whose existence FRC cannot ascertain. The CLIENT also agrees not to make resolution of any dispute with FRC or payment of amount due to FRC in any way contingent upon FRC's signing any such certification. Any certification given under this Agreement shall be an expression of FRC's professional opinion to the best of its information, knowledge and belief, and does not constitute a warranty or guarantee by FRC.

#### 19. PROJECT SITE SAFETY

Neither the professional activities of FRC, nor the presence of FRC or its employees and subconsultants at a construction/project site, shall relieve the General Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. FRC and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The CLIENT

agrees that the General Contractor shall be solely responsible for jobsite safety, and warrants that this intent shall be carried out in the CLIENT's contract with the General Contractor. The CLIENT also agrees that the CLIENT, FRC, and FRC's subconsultants shall be indemnified by the General Contractor and shall be made additional insureds under the General Contractor's policies of general liability insurance.

#### 20. HAZARDOUS MATERIALS

#### A. SUSPENSION OF SERVICES

Both parties acknowledge that FRC's scope of services does not include any services related to the presence of any hazardous or toxic materials. In the event FRC or any other party encounters any hazardous or toxic materials, or should it become known to FRC that such materials may be present on or about the jobsite or any adjacent areas that may affect the performance of FRC's services, FRC may, at its option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until the CLIENT retains appropriate consultants or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the jobsite is in full compliance with all applicable laws and regulations.

#### **B. INDEMNITY**

The CLIENT agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless FRC, its officers, partners, employees and consultants (collectively, FRC) from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or materials that exist on, about or adjacent to the Project site, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability or any other cause of action, except for the sole negligence or willful misconduct of FRC.

#### C DEFINITION

As used in this Agreement, the term hazardous materials shall mean any substances, including but not limited to asbestos, toxic or hazardous waste, PCBs, combustible gases and materials, petroleum or radioactive materials (as each of these is defined in applicable federal statutes) or any other substances under any conditions and in such quantities as would pose a substantial danger to persons or property exposed to such substances at or near the Project site.

#### 21. SEVERABILITY

Any term or provision of this Agreement found to be invalid under any applicable statute or rule of law shall be deemed omitted and the remainder of this Agreement shall remain in full force and effect.

#### 22. ENTIRE AGREEMENT

This Agreement is the entire Agreement between the Client and the FRC. It supersedes all other communications, understandings and agreements, whether oral or written. Amendments to this Agreement must be in writing and signed by both the Client and the FRC.



PO Box 71143, Albany, GA 31708 (229) 869-4241

# PROFESSIONAL SERVICES AGREEMENT

	PROJECT CLIENT: CONTACT ADDRES TELEPHO	T: S:	Lee County On Call Contract Lee County Christi Dockery – County Manager 102 Starksville Ave., North, Leesburg 229-759-6000	, GA 31763		
	SCOPE:	The in	tent of this Agreement is for Flint Rive scribed in Exhibit A.	r Consulting, LLC (FRC) to provide consulting services		
	SUPPOR	T INF perso	ORMATION: CLIENT will provide su nnel as required to complete the Scop	rvey, documentation, reports, and access to Client's e.		
		servic	Services not set forth above as Sco ces. FRC assumes no responsibility to xclusions listed in Exhibit A.	pe are specifically excluded from the scope of FRC's perform any services not specifically listed in Scope.		
	FEES:	Exhibit A, the Lump Sum Fee is \$14,500, and shall be				
		is not	ensoifically included in Scope of Wol	e authorized by the CLIENT and provided by FRC which it as defined above. ADDITIONAL SERVICES shall be ) for items provided in-house, or direct expenses times in.		
		RETA	INER for this project is not required.			
TERMS: The Terms of the Agreement follow this page.						
	SCHEDU	SCHEDULE: The proposed services shall begin upon Notice to Proceed.				
	Lee Cou	inty B	oard of Commissioners	Flint River Consulting, LLC (FRC)		
	By:			By:		
	Title:			Title:		
	Date:			Date:		

# EXHIBIT A - SCOPE OF WORK

#### General Engineering:

- 1. On call general engineering services to include, but not limited to:
  - a. Consultation on drainage/flooding issues within the County
  - b. Assist with floodplain administration
  - c. Provide assistance with other utility issues within the County
  - d. Attend Board of Commissioners meetings as directed

#### Site Plan Review:

- Review site development plans for drainage compliance with the Lee County Code of Ordinances
- 2. Provide guidance to County staff on drainage issues related to site development
- 3. Perform final inspections for development work prior to issuance of a certificate of occupancy

#### **Exclusions:**

- If an engineering issue is identified that cannot be reasonably accomplished under one of the above scope items, a scope and fee to investigate/design/study the issue will be provided to the County
- Specific study areas or projects not covered in the above scope items would qualify as a standalone contract and would not be considered part of this Engineering Services agreement
- 3. Any areas identified by the engineer as outside his field of study would not be considered part of this Engineering Services agreement
- Expert witness testimony would not be considered part of this Engineering Services agreement
- 5. Performance bond inspections after final inspection these can be performed on an hourly basis and are outside the scope and fee for this contract.

# **Exhibit B**

# Flint River Consulting, LLC 2024 Standard Hourly Rates

	Hourly Billing Rate	
Engineering/Landscape Architecture/ROW		
Project Manager	\$180	
Senior Engineer	\$200	
Clerical	\$40	

#### TERMS OF THE AGREEMENT

as provided herein.

#### 1. NOTICE TO PROCEED

FRC Receipt of signed Agreement and retainer from CLIENT shall be construed as authorization for FRC to proceed with the work, unless otherwise provided for in the authorization. If CLIENT does not authorize these professional services within 60 days of FRC offer of services, this offer is void.

#### 2. HOURLY RATES

FRC's Standard hourly rates are indicated in an attached exhibit. FRC reserves the right to adjust these rates for future calendar years.

#### 3. DIRECT EXPENSES

FRC's Direct Expenses shall be those costs incurred on or directly for the CLIENT's Project, including but not limited to necessary transportation costs including mileage at FRC's current rate when its, or its employee's, automobiles are used, meals and lodging, laboratory tests and analyses, computer services, word processing services, telephone, printing and binding charges. Reimbursement for these expenses shall be on the basis of actual charges plus 10% when furnished by commercial sources and on the basis of usual commercial charges when furnished by FRC.

#### 4. RETAINER, PAYMENT, SUSPENSION

As stated under "FEES" the CLIENT shall make an initial payment as a retainer, upon execution of this Agreement. The retainer shall be held by FRC and shall be applied against the final invoice. Monthly invoices will be issued by FRC for all work performed under the terms of this agreement. Invoices are due and payable on receipt and shall be considered past due if not paid within 30 calendar days. Interest at the rate of 11/2% per month will be charged on all past due amounts, unless not permitted by law, in which case, interest will be charged at the highest amount permitted by law. If the CLIENT is in breach of the payment terms or otherwise is in material breach of this Agreement, FRC may suspend performance of services upon five (5) days notice to the CLIENT, FRC shall have no liability to the CLIENT, and the CLIENT agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this Agreement by the CLIENT. Upon receipt of payment in full of all outstanding sums due from the CLIENT, FRC shall resume services. If FRC's services are suspended for more than ninety (90) days, consecutive or in the aggregate, FRC may terminate this Agreement.

#### 5. COLLECTION COSTS

If the CLIENT fails to make payments when due and FRC incurs any costs in order to collect overdue sums from the CLIENT, the CLIENT agrees that all such collection costs incurred shall immediately become due and payable to FRC. Collection costs shall include, without limitation, legal fees, collection agency fees and expenses, court costs, collection bonds and reasonable FRC staff costs at standard billing rates for the time spent in efforts to collect. This obligation of the CLIENT to pay FRC's collection costs shall survive the term of this Agreement or any earlier termination by either party.

#### 6. TERMINATION

Either CLIENT or FRC may terminate this authorization by giving not less than five (5) days written notice to the other party. In such event CLIENT shall within fifteen (15) days of termination pay FRC in full for all work previously authorized and performed prior to effective date of termination. If no notice of termination is given, relationships and obligations created by this Authorization shall be terminated upon completion of all applicable requirements of this Authorization.

#### 7. OUTSIDE SERVICES

When technical or professional services are furnished by an outside source, when approved by CLIENT, an additional amount shall be added to the cost of these services for FRC's administrative costs.

#### 8. ASSIGNMENT

Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party. Subcontracting to subconsultants normally contemplated by FRC shall not be considered an assignment for purposes of this Agreement.

#### 9. DESIGN WITHOUT CONSTRUCTION PHASE SERVICES

It is understood and agreed that FRC's Basic Services under this Agreement do not include project observation or review of the Contractor's performance or any other construction phase services, and that such services will be provided for by the CLIENT. The CLIENT assumes all responsibility for interpretation of the Plans and Contract Documents and for construction observation and the CLIENT waives any claims against FRC that may be in any way connected thereto. In addition, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless FRC, its officers, directors, employees and subconsultants against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the performance of such services by other persons or entities and from any and all claims arising from modifications, clarifications, interpretations, adjustments or changes made to the Contract Documents to reflect changed field or other conditions, except for claims arising from the sole negligence or willful misconduct of the Engineer. If the Client requests in writing that FRC provide any specific construction phase services, and if FRC agrees in writing to provide such services, then FRC shall be compensated for such as Additional Services.

#### 10. PROFESSIONAL STANDARDS

In providing services under this Agreement, FRC will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. FRC makes no other warranty, express or implied, as to its professional services rendered under this Agreement.

#### 11. LIMITATION OF LIABILITY

To the fullest extent permitted by law, and not withstanding any other provision of this Agreement, the total liability, in the aggregate, of FRC and FRC's officers, directors, partners, employees and subconsultants, and any of them, to the CLIENT and anyone claiming by or through the CLIENT, for any and all claims, losses, costs or damages, including attorneys' fees and costs and expertwitness fees and costs of any nature whatsoever or claims expenses resulting from or in any way related to the Project or the Agreement from any cause or causes shall not exceed the total compensation received by FRC under this Agreement. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

#### 12. MEDIATION

In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the CLIENT and FRC agree that all disputes between them arising out of or relating to this Agreement or the Project shall be submitted to nonbinding mediation unless the parties mutually agree otherwise. The CLIENT and FRC further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the Project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with their subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between the parties to all those agreements.

#### 13. LEGAL EXPENSES

In the event of any litigation arising from or related to this Agreement or the services provided under this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs incurred, including staff time, court costs, attorneys' fees and all other related expenses in such litigation. In the event of a non-adjudicative settlement of litigation between the parties or a resolution of a dispute by arbitration, the term "prevailing party" shall be determined by that process. In the event legal action is necessary to enforce the payment terms of this Agreement, FRC shall be entitled to collect from the CLIENT any judgment or settlement sums due, plus reasonable attorneys' fees, court costs and other expenses incurred by FRC in connection therewith and, in addition, the reasonable value of FRC's time and expenses spent in connection with such collection action, computed according to FRC's prevailing hourly rates and expense policies.

#### 14. CONTRACTOR AND SUBCONTRACTOR CLAIMS

The CLIENT agrees, to the fullest extent permitted by law, to limit the liability of FRC and FRC's officers, directors, partners, employees and subconsultants to all construction contractors and subcontractors on the Project for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert witness fees and costs, so that the total aggregate liability of FRC and FRC's subconsultants to all those named shall not exceed FRC's total fee for services rendered on this Project. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising unless otherwise prohibited by law.

#### 15. OWNERSHIP OF INSTRUMENTS OF SERVICE

All reports, drawings, specifications, computer files, field data, notes and other documents and instruments prepared by FRC as instruments of service shall remain the property of FRC. FRC shall retain all common law, statutory and other reserved rights, including the copyright thereto.

#### 16. INFORMATION PROVIDED BY OTHERS

The Client shall furnish, at the Client's expense, all information, requirements, reports, data, surveys and instructions required by this Agreement. FRC may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof.

#### 17. ENGINEER'S OPINION OF PROBABLE COST

In providing opinions of probable cost, the CLIENT understands that FRC has no control over the cost or availability of labor, equipment or materials, or over market conditions or the Contractor's method of pricing, and that FRC's opinions of probable cost are made on the basis of professional judgment and experience. FRC makes no warranty, express or implied, that the bids or the cost of the work will not vary from the opinion of probable cost.

#### 18. CERTIFICATIONS, GUARANTEES AND WARRANTIES

FRC shall not be required to sign any documents, no matter by whom requested, that would result in FRC's having to certify, guarantee or warrant the existence of conditions whose existence FRC cannot ascertain. The CLIENT also agrees not to make resolution of any dispute with FRC or payment of amount due to FRC in any way contingent upon FRC's signing any such certification. Any certification given under this Agreement shall be an expression of FRC's professional opinion to the best of its information, knowledge and belief, and does not constitute a warranty or guarantee by FRC.

#### 19. PROJECT SITE SAFETY

Neither the professional activities of FRC, nor the presence of FRC or its employees and subconsultants at a construction/project site, shall relieve the General Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. FRC and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The CLIENT

agrees that the General Contractor shall be solely responsible for jobsite safety, and warrants that this intent shall be carried out in the CLIENT's contract with the General Contractor. The CLIENT also agrees that the CLIENT, FRC, and FRC's subconsultants shall be indemnified by the General Contractor and shall be made additional insureds under the General Contractor's policies of general liability insurance.

#### 20. HAZARDOUS MATERIALS

#### A. SUSPENSION OF SERVICES

Both parties acknowledge that FRC's scope of services does not include any services related to the presence of any hazardous or toxic materials. In the event FRC or any other party encounters any hazardous or toxic materials, or should it become known to FRC that such materials may be present on or about the jobsite or any adjacent areas that may affect the performance of FRC's services, FRC may, at its option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until the CLIENT retains appropriate consultants or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the jobsite is in full compliance with all applicable laws and regulations.

#### **B. INDEMNITY**

The CLIENT agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless FRC, its officers, partners, employees and consultants (collectively, FRC) from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or materials that exist on, about or adjacent to the Project site, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability or any other cause of action, except for the sole negligence or willful misconduct of FRC.

#### C. DEFINITION

As used in this Agreement, the term hazardous materials shall mean any substances, including but not limited to asbestos, toxic or hazardous waste, PCBs, combustible gases and materials, petroleum or radioactive materials (as each of these is defined in applicable federal statutes) or any other substances under any conditions and in such quantities as would pose a substantial danger to persons or property exposed to such substances at or near the Project site.

#### 21. SEVERABILITY

Any term or provision of this Agreement found to be invalid under any applicable statute or rule of law shall be deemed omitted and the remainder of this Agreement shall remain in full force and effect.

#### 22. ENTIRE AGREEMENT

This Agreement is the entire Agreement between the Client and the FRC. It supersedes all other communications, understandings and agreements, whether oral or written. Amendments to this Agreement must be in writing and signed by both the Client and the FRC.



# **MEMORANDUM** LEE COUNTY BOARD **OF COMMISSIONERS**

TO:

Honorable Board of County Commissioners

SUBJECT:

Filming Ordinance

MEETING DATE:

Tuesday, May 28, 2024

# MOTION/RECOMMENDATION

Staff recommends approval to allow County Attorney Jimmy Skipper to begin drafting an ordinance for filming in Lee County. Implementing an ordinance of this nature will help the County to provide guidelines, conduct an application process, and issue permits for these filming projects.

#### BACKGROUND

Lee County is currently considered a Georgia Camera Ready community. Camera Ready is a website that helps filmmakers find different locations for their projects. Staff has previously received requests to film within the County. By putting an ordinance in place, it can help to alleviate any concerns that may arise in the event that filmmakers contact the County.

According to the Georgia Film Office, "Its temperate climate, great variety of locations, the world's busiest airport (Hartsfield-Jackson Atlanta International Airport), large crew base, and pro-business focus, Georgia is now a leading destination in the world for filming. The Camera Ready Communities program is in place to connect producers with skilled county liaisons who provide resources like film studios, lodging, assistance with local permitting laws, and more. Georgia's infrastructure is perfect for filming studios as well. The state currently has 4 million square feet of stage space, and to meet growing demand, companies like Gray Television are hard at work creating new state-of-the-art facilities."

#### **ATTACHMENTS**

None

# Medical

# Administration & Reinsurance Renewal \$80K & \$100K Specific Options with 3 Current Plans

	Plan Year 2023-2024	Plan Year 2024-2025	Plan Year 2024-2025		
Administrator	Anthem-BCBSGA	Anthem-BCBSGA	Anthem-BCBSGA		
	Anthem-BCBSGA	Anthem-BCBSGA	Anthem-BCBSGA		
Reinsurance Carrier  Network	Anthem-BCBSGA outsourcing PBM to Express Scripts	PROPERTY OF THE PROPERTY OF TH	Anthem-BCBSGA outsourcing PBM to Express Scripts		
1 Admin Coot	\$121,086	\$124,654	\$124,654		
A <u>nnual Admin Cost</u> % Change		2.9%	2.9%		
Annual Change	1000000	\$3,568	\$3,568		
Stop Loss (Reinsurance) Specific Pooling Level	\$80,000	\$80,000	\$100,000		
S. S	\$1,035,238	\$1,052,436	\$953,064		
Annual Stop Loss Premium  Annual Total Fixed Cost  (Admin & Stop Loss)	\$1,156,325	\$1,177,092	\$1,077,722		
% Change		2%	-7%		
Annual \$ Change		\$20,767	(\$78,602)		
Annual Maximum Claim Cost	\$3,489,017	\$3,677,845	\$3,806,928		
% Change Annual \$ Change		5.4% \$188,828	9.1% \$317,911		
Annual Fixed + Maximum Claim Cost	\$4,645,341	\$4,854,937	\$4,884,650		
Including additional laser liabilit		\$4,974,937	\$4,984,650		
% Chang		4%	5%		
Annual \$ Chang		\$209,595	\$239,309		
Additional Laser Liability	\$120,000	\$120,000	\$100,000		



# **MEMORANDUM** LEE COUNTY BOARD **OF COMMISSIONERS**

Life works well here.

TO:

Honorable Board of County Commissioners

SUBJECT:

2024 LRA (Local Road Assistance) Funds

MEETING DATE:

Tuesday, May 28, 2024

# MOTION/RECOMMENDATION

Discussion of the LRA 2024 application and potential road projects.

#### BACKGROUND

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

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

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

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

#### **ATTACHMENTS**

Proposed Projects

Priority	Road Name	Grade	From	To	Miles	Width	Details	Es	timated Cost	
1	Mossy Dell Rd	71	S.R. 32	New York Rd	2.91	20	Level and Resurface	S	825,000.00	Slight to Moderate Alligator Cracking on 60% of Road, Severe Edge Unraveling, Really Bad Section in Creek Crossing
2	Graves Spring Rd	73	Forrester Rd	S.R. 32	5 20	20	Level and Resurface	\$	1,326,000.00	Alligator Cracking on Wheel Paths on 25% of Road That Will Lead To Base Failure Soon, Some Base Failure Already Present
3	Hickory Grove Rd	74	Winifred Rd	Pebble Ridge	1.14	24	Level and Resurface	\$		Alligator cracking on wheel paths that will soon lead to base failure, Thin Wearing Course
3	Pryor Road	85	County Line	County Line	1.30	20	Level and Resurface	\$		Severe Base Failure on 20% of Road, Alligator and Block Cracking Also Present
4	Cutts Road	70	Chokee Rd	Pryor Rd	0.76	20	Level and Resurface	5	193,800.00	Some Potholes and Alligator Cracking on 30% of Road, Unraveling Edges and Some Base Failure
5	Winnifred	72	Cookville Rd	Da Co Line	2.63	20	Level, Resurface , Widen	\$	933,650.00	Moderate Alligator Cracking on Most of the Road in Wheel Path With Slight Rutting, Severe Edge Unraveling Causeing Potholes and Making Road Narrower
	E	76	U.S. 82	Palmyra Rd	2 22	20	Level, Resurface, Widen	\$	790,000.00	Small amount of base failure and alligator cracking along edges, potholes and edge unraveling
6 7	Fussell Rd New York Rd	72	S.R. 195	Mossy Dell Rd	1.50	22	Level, Resurface , Widen	\$	550,000.00	Slight to Moderate Alligator Cracking on 20% of Road, Severe Edge Unravelling Making Road Narrow, Several Base Failures East of Mossy Dell
	No discontino				1.89		Level and Resurface	\$	435,000.00	
	Northampton  Leland Ferrell Drive	72	Lovers Lane	Northampton Rd	1.50	24	Level and Resurface	5	345,000.00	Several Deep Depressions Caused by Base Failure or Lime Sinks, Moderate to Severe Block Cracking
	White Horse Drive	73	Cul-de-Sac	Leland Ferrell Dr	0.13	24	Level and Resurface	\$	30,000.00	and Weathering Pavement
8	Brandt Ct	75	Leland Ferrell Dr		0.07	24	Level and Resurface	5	16,000.00	
	English Drive	75	Leiand Ferrell Dr	Cul-de-Sac	0.19	24	Level and Resurface	S	44,000.00	
9		75	N Doublegate	W Doublegate	0.48	27	Level and Resurface	\$	110,000.00	Bad Alligator Craking and Rutting in the Travles Lanes
-	Marlow Lane Larkspur Drive	73	Winnstead Dr	Martindale Dr	0.51	24	Level and Resurface	\$	117,000.00	Block Cracking and Moderate Alligator Cracking
10 11	Red Tip Lane	75	Wiregrass Wy	Martindale Dr	0.39	24	Level and Resurface	\$	90,000.00	Block cracking, some areas with alligator gracking and base failure
Ledo	Road and Forrester Road should a dered to be resurfaced in the near	also be								
consid	Ledo Rd	78	U.S. 82	U.S. 19	3.51	24-62	Level and Resurface		?????	Would Need to Split with City of Albany, Some Potholoes Beginning to Form, Stress Cracking and Settling Also Present
	Forrester Pkwy	78	U.S. 19	Philema Rd	5 35	24	Level and Resurface	\$	1,350,000.00	Some Cracking and Settling of Road Makes Ride Rough